

ANGEL R. NEIGHBOURS
INTERIM ADMINISTRATOR
TREASURER

MELINDA T. PRICE
CITY CLERK

JOHN C. ZILINSKY
ATTORNEY



CITY OF LORIS

4101 WALNUT STREET – PO BOX 548
LORIS, SOUTH CAROLINA 29569-0548
P: (843) 756-4004 F: (843) 756-3066

MICHAEL E. SUGGS
MAYOR

CITY COUNCIL

ANDREA L. COLEMAN
JOAN S. GAUSE
KELLI D. GERALD
LEWIS C. HARDEE, JR.
CARROLL D. PADGETT, JR.
TONYA F. SYKES

Notice of this Agenda was publicly posted, published, and forwarded as required by law.

AGENDA

**REGULAR CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBERS
MONDAY, AUGUST 3, 2026– 6:00 P.M.**

1. CALL TO ORDER:

- A. INVOCATION
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL

2. APPROVAL OF MINUTES:

- A. JULY 6, 2026 - REGULAR CITY COUNCIL MEETING

3. COMMUNICATIONS:

- A. MAYOR'S REPORT
- B. ADMINISTRATOR'S REPORT
- C. COMMITTEE REPORTS
 - 1. PUBLIC SAFETY COMMITTEE
- D. DEPARTMENT HEAD REPORTS
 - 1. CODE ENFORCEMENT & PLANNING
 - 2. FIRE
 - 3. POLICE
 - 4. PUBLIC WORKS
 - 5. RECREATION

4. BUSINESS:

- A. SECOND READING OF ORDINANCE 06-26: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP AND REZONE PROPERTY OWNED BY HARRIETT D. HARDEE LOCATED ON HIGHWAY 45 AND IDENTIFIED AS PARCEL NO. 186- 00-00-0001.

B. RESOLUTION 07-26: A RESOLUTION TO APPROVE THE SUBDIVISION SURVEY CONCERNING THE OLD LORIS HIGH SCHOOL PROPERTY, SO AS TO DESIGNATE THE LOCATION OF 5.75 ACRES ON PROPERTY BEARING PIN 186-00-00-0024 AS REQUIRED BY THAT CERTAIN CONTRACT TO SELL AND PURCHASE REAL PROPERTY BETWEEN THE CITY OF LORIS AND HORRY COUNTY, A BODY POLITIC, SAID CONTRACT BEING DATED APRIL 10, 2026.

C. DISCUSSION AND CONSIDERATION OF OFF- DUTY MANAGEMENT SERVICE AGREEMENT FOR POLICE DEPARTMENT.

D. DISCUSSION OF SURVEY AND DESIGN NEEDS FOR JOINT TRAINING FACILITY FOR LORIS POLICE AND FIRE DEPARTMENT.

E. DISCUSSION AND CONSIDERATION OF AUTHORIZATION TO ENTER INTO CONTRACT WITH DIAMOND SHORES, LLC, FOR ENGINEERING SERVICES REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE UPPER PLEASANT MEADOW DRAINAGE IMPROVEMENT PROJECT.

5. PUBLIC & PRESS COMMENTS:

6. EXECUTIVE SESSION:

- A. PERSONNEL MATTERS
- B. CONTRACTUAL MATTERS
- C. LEGAL MATTERS

7. ADJOURNMENT:

**Recording of this meeting will be available the following day via our YouTube channel.
<http://www.youtube.com/@cityofloriscouncilmeetings6232>*

**MINUTES OF
REGULAR CITY COUNCIL MEETING
LORIS CITY HALL – COUNCIL CHAMBERS
MONDAY JULY 6, 2026 – 6:00 P.M.**

PRESENT:	MAYOR	MICHAEL E. SUGGS
	COUNCIL	ANDREA L. COLEMAN
		JOAN S. GAUSE
		KELLI D. GERALD
		LEWIS C. HARDEE, JR.
		CARROLL D. PADGETT, JR.
		TONYA F. SKYES
PRESENT:	INTERIM ADMINISTRATOR	ANGEL R NEIGHBOURS
	CLERK	MELINDA T. PRICE
	ATTORNEY	JOHN C. ZILINSKY

CALL TO ORDER:

The council meeting was called to order by Mayor Suggs at 6:00 pm on Monday, July 6, 2026.

INVOCATION:

The invocation was given by Councilman Padgett.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Mayor Suggs.

ROLL CALL:

The roll was called by Clerk Price.

July 6, 2026

Minutes of Regular City Council Meeting

APPROVAL OF MINUTES:

A. JUNE 1, 2026 - REGULAR CITY COUNCIL MEETING

The minutes of the June 1, 2026, regular city council meeting were presented for approval. A motion was made by Councilman Padgett, seconded by Councilwoman Sykes, to approve the minutes of the June 1, 2026, regular city council meeting. Mayor Suggs and all members except Councilwoman Gerald, who was not present for the June 1st meeting and did not vote, voted favorably. Motion passed.

B. JUNE 11, 2026 - PUBLIC HEARING FOR A RE-ZONING REQUEST

The minutes of June 11, 2026, public hearing for a re-zoning request were presented for approval. A motion was made by Councilwoman Gerald, seconded by Councilwoman Coleman, to approve the minutes of the June 11, 2026, public hearing for a re-zoning request. Mayor Suggs and all members except Councilman Padgett, who was not present for the public hearing on June 11th and did not vote, voted favorably. Motion passed.

C. JUNE 29, 2026 – PUBLIC HEARING ON BUDGET FOR 2026-2027

The minutes of June 29, 2026, public hearing on budget for 2026-2027 were presented for approval. A motion was made by Councilwoman Gause, seconded by Councilwoman Gerald, to approve the minutes of the June 29, 2026, public hearing for the fiscal year 2026-2027 budget. Mayor Suggs and all members except Councilman Hardee and Councilwoman Sykes, who were not present for the public hearing on June 29th and did not vote, voted favorably. Motion passed.

D. JUNE 29, 2026 – SPECIAL CITY COUNCIL MEETING

The minutes of June 29, 2026, special city council meeting were presented for approval. A motion was made by Councilman Padgett, seconded by Councilwoman Gause, to approve the minutes of the June 29, 2026, special city council meeting. Mayor Suggs and all members except Councilman Hardee and Councilwoman Sykes, who were not present for the special city council meeting on June 29th and did not vote, voted favorably. Motion passed.

COMMUNICATIONS:

A. MAYOR'S REPORT:

Mayor Suggs reported the following:

Mayor Suggs hoped everyone had a happy and safe July 4th weekend as we celebrated the 250th anniversary of the independence of the United States of America.

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Minutes of Regular City Council Meeting

Congratulations to Karen Suggs and her daughter at Southern Charm and Dwayne and Rhonda Alford at District 10 Coffee Shop. Both businesses celebrated grand openings in June. Southern Charm held a ribbon cutting on Thursday, June 11th and District 10 Coffee held a ribbon cutting on Wednesday, June 24th. Mayor Suggs welcomed them as part of our business community.

SCDOT is scheduled to repave West Main Street. Crews will begin working this afternoon near Loris Cold Storage and will move east to Broad Street. The project should be completed within a week.

The Loris 10U boy's baseball team played in the state tournament over the weekend in Gilbert, South Carolina. The boys picked up a win Saturday with a score of 15-3. However, on Sunday they lost 4-2. The team will be playing tonight in a loser's bracket game. Recreation Director Woody Hinson is supporting the team tonight by attending that game.

Morning with the Mayor and City Administrator will be held July 16th from 9:00 to 11:00 here at City Hall. We are planning to hold August meeting in the afternoon to accommodate working citizens that may not be able to attend morning meetings.

Mayor Suggs announced that the South Carolina State Climatology Office and the South Carolina Department of Natural Resources Drought Response Committee has declared a severe drought condition for the Pee Dee River Basin which includes Horry, Marion, and Dillon Counties. Therefore, the city is mandated to issue a proclamation declaring the existence of severe drought conditions in the area served by the city's water system. The proclamation was issued by Mayor Suggs on behalf of the City on July 1st. The proclamation asks citizens to voluntarily reduce the use of water and will remain in effect until the Department of Natural Resource Committee informs us that the drought conditions have ended.

Loris Chamber of Commerce Executive Director Samantha Norris was not present at this meeting.

B. ADMINISTRATOR'S REPORT:

Administrator Neighbours gave an update on the sewer project. Ms. Neighbours stated that the project was coming to an end and that the company is working to place all property back to its original state before the project began. This work will be overseen by the engineer, contractor and city officials with a walk through to make sure all property has been restored back to the original or better condition before final funds are distributed to the contractor.

C. DEPARTMENT HEADS REPORTS:

1. CODE ENFORCEMENT & PLANNING – Planning and Zoning Director Meredith Holmes presented her statistical report. June has been a little bit slower in number of submissions but we're still in the top tiers as far as inspection. Ms. Holmes stated that there are still issues with

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Minutes of Regular City Council Meeting

sign placement. There has been an updated ordinance with the assistance of the Council of Governments that should help with the ongoing issue and provide proper guidelines. The Planning Commission is discussing some possible text amendments to the zoning ordinance. One amendment discussed at the last meeting regards parking requirements in the C-1 district. It is still in the discussion phase so it will be forthcoming within the next couple of meetings.

2. FIRE – Fire Marshall Robert Rudelitch was not present at the meeting, however, he did have a written report included in the agenda packet for council. Mayor Suggs summarized notable activities from the report.

3. POLICE – A written report was provided in the packet for council. Chief Buley was present and informed council that the department had received approval for the renewal of the grant which reimburses the city a portion of the costs to provide School Resource Officers. Loris Police Department provides Resource Officers at both Loris High School and Loris Elementary School. Chief Buley also recognized officers that on June 23rd in the early morning executed a search warrant within the city which resulted in numerous illegal narcotics and two firearms being recovered as well as two individuals being taken into custody, one of which was a fugitive from Florida. Mayor Suggs thanked Chief Buley and the entire Loris Police Department for working to keep our city safe.

4. PUBLIC WORKS – Administrator Neighbours reported that a couple of new employees have been hired for the public works department. Inspections are still ongoing as well as hydrant flushes. The water audit is usually done around October so we're making sure everything is completed in preparation for the audit.

5. RECREATION – Recreation Director Woody Hinson was not present due to attending the 10U boy's baseball state championship tournament game. A written report was provided in the agenda packet for council. Mayor Suggs summarized the report.

BUSINESS:

A. RECOGNITION OF VON J. WILLIAMS ON HIS RETIREMENT FROM THE CITY AFTER 27 YEARS OF SERVICE.

Mayor Suggs presented Mr. Von J. Williams with a plaque recognizing him for 27 and a half years of service with the City of Loris. Mr. Williams began working with the city on January 28, 1999, and retired on June 30, 2026. Mayor Suggs thanked Mr. Williams for his service to the city and its citizens. He told Mr. Williams that his presence would be missed and wished him a happy retirement. Mr. Williams spoke briefly about his years with the city and how he would miss his work family.

B. FIRST READING OF ORDINANCE 06-26: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP AND REZONE PROPERTY OWNED BY HARRIETT D HARDEE IDENTIFIED AS PARCEL NO. 186-00-00- 0001.

Clerk Price read Ordinance 06-26 by title only. Planning and Zoning Director Meredith Holmes gave a brief description of the property and its location which is along Highway 45 on the West side of the city. A motion was made by Councilman Hardee, seconded by Councilwoman Gause to approve first reading of ordinance 06-26. Mayor Suggs and all members voted favorably except Councilwoman Coleman and Councilwoman Gerald who opposed. Motion Passed.

C. SECOND READING OF ORDINANCE 07-26: AN ORDINANCE TO AMEND SANITATION/DISPOSAL FEE STRUCTURE.

Clerk Price read Ordinance 07-26 by title only. The amendment, if approved, will increase the cost of household garbage pickup by one dollar per month. A motion was made by Councilman Hardee, seconded by Councilman Padgett to approve second reading of ordinance 07-26. Mayor Suggs and all members voted favorably except Councilwoman Sykes who opposed. Motion Passed.

D. DISCUSSION AND CONSIDERATION OF AUTHORIZATION TO ENTER INTO A CONTRACT WITH SHEHEEN, HANCOCK & GODWIN, LLP, CERTIFIED PUBLIC ACCOUNTANTS, TO PROVIDE ANNUAL FINANCIAL AUDITING SERVICES.

Mayor Suggs stated that item D regarded renewing the annual contract with accounting firm Sheheen, Hancock, & Godwin, LLP to conduct the city's annual financial audits. July starts a new fiscal year, and council is required by state statute 5-7-240 to designate its auditing firm within thirty days of the beginning of the fiscal year. Therefore, a vote of council is required if the city chooses to continue its relationship with this auditor. A motion was made by Councilman Padgett, seconded by Councilwoman Gerald to continue to use Sheheen, Hancock, & Godwin, LLP as the City's auditor and to allow the city administrator to execute any required engagement letter required by the accounting firm. Mayor Suggs and all members voted favorably. Motion Passed.

E. DISCUSSION AND CONSIDERATION OF AUTHORIZATION TO ENTER INTO CONTRACT WITH DIAMOND SHORES, LLC, FOR ENGINEERING SERVICES REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE UPPER PLEASEANT MEADOW DRAINAGE IMPROVEMENT PROJECT.

Administrator Neighbours explained that the Community Development Block Grant which has been applied for to address stormwater issues will require the city to contract with an engineering firm to design and supervise the project. A contract with Diamond Shores LLC has been drafted. However, a final copy of the contract was not available during the meeting. Mayor Suggs, and Attorney Zilinsky recommended that Council defer action on the item until the August meeting to review the final contract. A motion was made by Councilman Hardee,

seconded by Councilwoman Gause to defer Item E until the August council meeting. Mayor Suggs and all members voted favorably. Motion Passed.

F. DISCUSSION AND CONSIDERATION OF APPROVAL OF THE WACAMMAW REGIONAL COUNCIL OF GOVERNMENTS ANNUAL CONTRACT FOR PLANNING TECHNICAL ASSISTANCE FOR FISCAL YEAR 2026-2027.

Planning and Zoning Director Meredith Holmes gave a brief description of the contract and its purpose, which is to provide technical assistance in the areas of planning and zoning. Mayor Suggs reminded council that the city has contracted with the Waccamaw Regional Council of Governments for these services for several years. Attorney Zilinsky stated that he had reviewed the contract. The contract was the same as the contract that was approved last year, except for a \$5.00 increase in the per hour rate. A motion was made by Councilman Hardee, seconded by Councilwoman Gerald, to approve the Waccamaw Regional Council of Governments annual contract for planning technical assistance for fiscal year 2026-2027. Mayor Suggs and all members voted favorably. Motion Passed.

G. DISCUSSION OF THE CITY ADMINISTRATOR POSITION.

Item G was deferred until after executive session to get advice from Attorney Zilinsky regarding personnel and contractual matters that will relate to the discussion of that item.

PUBLIC AND PRESS COMMENTS:

Bruce Adams 3615 Broad Street Loris, SC, Pastor of Loris Methodist Church, addressed possible use of the former Loris High School property in front of and across the street from the Methodist Church for a church sponsored carnival for ministry outreach. The church is considering holding the carnival the week following the October Bog-Off Festival. The carnival would be mostly for the kids. It would also include some prayer booths and Bible distribution. Reverend Adams also asked about ownership of the former Providing Hope VA building on Highway 701 South. He stated it is a very nice building, but it has not been kept up. Although, he believes it is the county's responsibility, he feels with the VA name on it some upkeep should be done at least once a year.

Joshua Franklin 5652 Main Street Loris SC wanted to discuss the County Industrial Corridor. Mr. Franklin stated that the county has extended the deadline to take this survey until July 30, 2026. The survey will be used to determine what spots are best suited for heavy industry, manufacturing, freight, and big logistics operations. So far only five surveys from the Loris area have been submitted out of the 102 surveys received. Mr. Franklin asked council to please ask local citizens to complete the survey in hopes that Loris' voices will be heard. Mayor Suggs asked Clerk Price to post something on our website to help get the word out about the survey.

Todd Harrelson, PO Box 365, Loris SC. Mr. Harrelson voiced his frustration with the damage that had been done to his and other owners' property during the city's sewer project. Mr. Harrelson had already spoken to Administrator Neighbours, and she had assured him that all damage would be fixed and all property would be as it was before the project began. Mr. Harrelson said that he would like the repairs to be done sooner rather than later. Mr. Harrelson stated that he had a list of things that needed to be completed to keep legal action from being taken by Mr. Harrelson and other property owners. Mr. Harrelson stated that he has retained an attorney, and the city should receive a letter in the mail. Administrator Neighbours replied that she has pictures of every incident of damage to property. She stated that they are in the process of going back through every inch of the project and fixing it, and the city is holding funds to cover the repairs.

EXECUTIVE SESSION:

Mayor Suggs stated that a personnel matter needed to be discussed in executive session. A motion was made by Councilwoman Gause, seconded by Councilwoman Gerald, to enter executive session to discuss the personnel matter. Mayor Suggs and all members voted favorably. Motion passed. Council entered executive session at 6:47 pm.

Upon returning from executive session, a motion was made by Councilwoman Gause, seconded by Councilman Hardee to exit executive session and reconvene in open session. Mayor Suggs and all members voted favorably. Motion passed. Council reconvened in open session at 7:47 pm. No action and no votes were taken in executive session.

Attorney John Zilinsky announced that in executive session Council received advice regarding contractual and personnel matters relating to the current employment of the interim administrator and treasurer. There is a proposition before the Mayor and Council that Ms. Neighbours is willing to continue to serve the two roles and council is willing to consider her continuing to serve in both roles. The Administrator hires the treasurer, and Council hires the Administrator therefore a salary needs to be designated for her to serve both roles in the upcoming budget year. The salary has been \$90,000.00 up until now. A motion was made by Councilwoman Coleman, seconded by Councilwoman Gerald for Angel Neighbours to continue in her dual roles as treasurer and interim administrator at a salary of \$122,000.00. Mayor Suggs and all members voted favorably except Councilman Padgett and Councilwoman Sykes who opposed. Motion passed.

ADJOURNMENT

A motion was made by Councilman Hardee, seconded by Councilwoman Coleman, to adjourn the regular city council meeting. Mayor Suggs and all members voted favorably. There being no further business, the meeting was adjourned at 7:50 pm.

July 6, 2026

Minutes of Regular City Council Meeting

ATTEST:

MELINDA T. PRICE
CITY CLERK

MICHAEL E. SUGGS, MAYOR

ANDREA L. COLEMAN, COUNCIL

JOAN S. GAUSE, COUNCIL

KELLI D. GERALD, COUNCIL

LEWIS C. HARDEE, JR., COUNCIL

CARROLL D. PADGETT, JR., COUNCIL

TONYA F. SYKES, COUNCIL



August 2026 City Council Report

Submitted – Robert Rudelitch

Calls – TBD after month closes out. Calls have increased over the past few months.

Roster – 26 members

Notable Activities June –

FEMA FY2024 AFG Gear Inventory and processing

Tower 424 repaired

Large Wildland Fire Hwy 45 Live Oak area

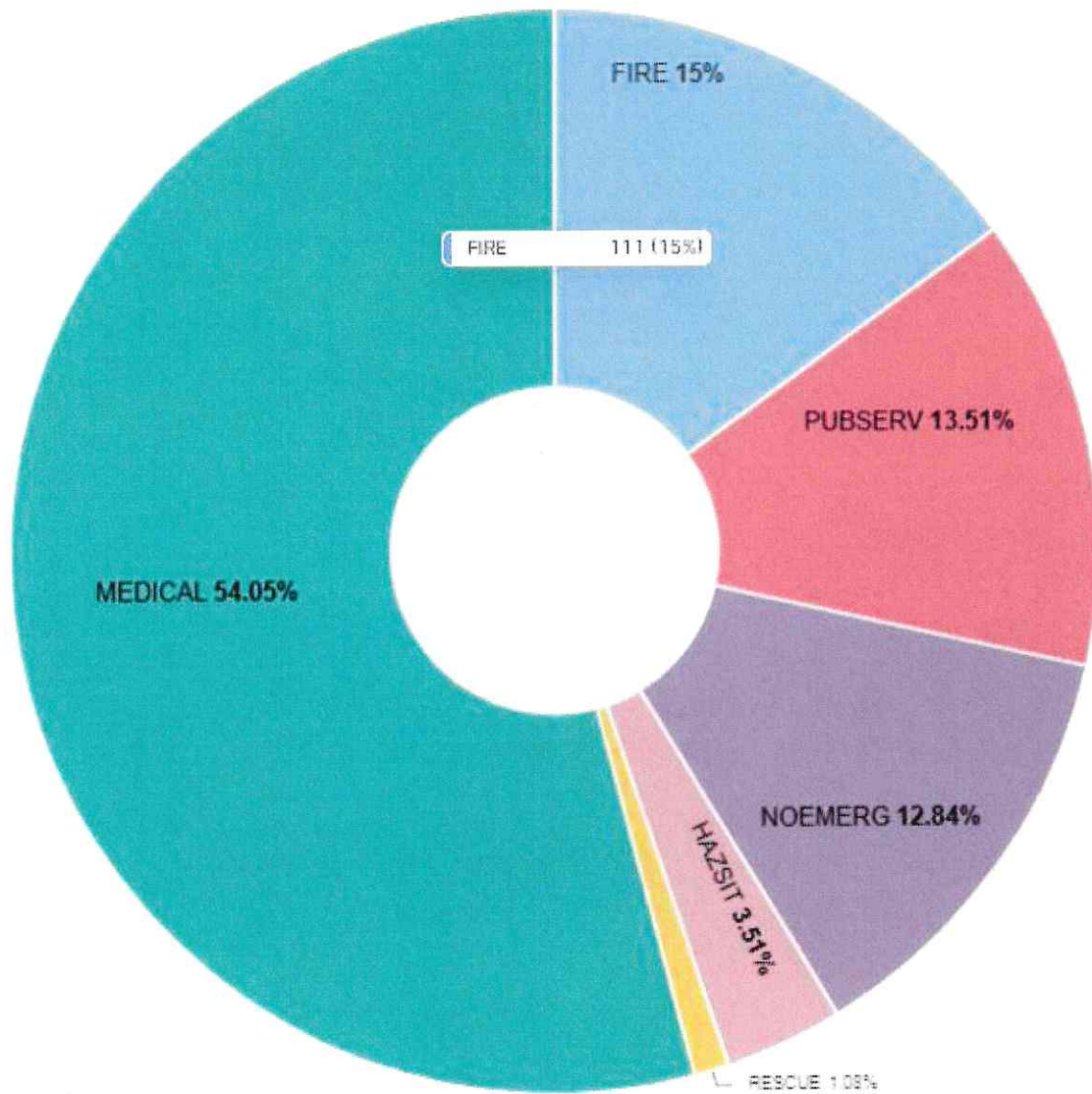
Upcoming –

Onboarding new Volunteers

Planning for Fire Prevention 2026 October

9/11 remembrance service Thursday 9/10 at 7pm Loris
Historical Theater

NERIS YTD Call Type Data





City Council Meeting

Monday, August 3, 2026

Loris Recreation Monthly Activity Report

Our 10U Baseball All-Stars had an incredible postseason, advancing all the way to the State Championship game. Although they came up just short of bringing home the title, they represented the City of Loris with heart. We would like to extend our sincere appreciation to the City of Loris and City Council for their generous support throughout the team's journey. We also want to thank our dedicated parents and coaches for their countless hours of volunteering and fundraising to give these kids an unforgettable experience. These young athletes left everything on the field, and we couldn't be prouder of the way they represented our friendly city.

Football practices are officially underway, and we have begun scheduling games for the upcoming season. This year, Loris Recreation is proud to host the annual football scheduling meeting at Ritchies, welcoming Recreation Directors from across the Lower State of South Carolina, as well as several of our neighboring departments from North Carolina. We are excited for the opportunity to showcase our facilities, strengthen our partnerships with surrounding communities, and demonstrate why Loris is a premier destination for youth athletics. We look forward to welcoming everyone to our beautiful city and another exciting football season.

Our new football equipment arrived this week, and the kids are excited to put it to use. Thanks to the generous support of Mrs. Angel Neighbors, we were able to replace nearly half of our aging equipment that had been in use for many years. This investment will provide our athletes with newer, safer, and higher-quality equipment as they continue to develop their skills. We are incredibly grateful for Mrs. Neighbors' generosity and continued support of the youth in our community.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
CITY OF LORIS)

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP AND REZONE
PROPERTY OWNED BY HARRIETT D HARDEE
IDENTIFIED AS PARCEL NO. 186-00-00-0001**

**BE IT ORDERED AND ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF LORIS**, in Council assembled that:

SECTION 1.: That the property owned by HARRIETT D HARDEE is designated and identified on the Horry County Tax Assessor's Records and GIS Mapping as Parcel No. 186-00-00-0001, located on the southern side of Bayboro Street, also known as Highway 45, (S-26-45), presently zoned as FA (Forest-Agriculture) on the Official Zoning Map be changed to R-1.5 (Residential, *Low Density*) on the Official Zoning Map.

SECTION 2.: This ordinance shall become effective on the approval of the Loris City Council as second reading.

NOW, THEREFORE BE IT ORDAINED by the governing body of the City of Loris in council duly assembled this _____ day of August, 2026.

ATTEST:

MELINDA T. PRICE CITY CLERK	MICHAEL E. SUGGS MAYOR
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APPROVED AS TO FORM:

LORIS COUNCIL MEMBERS

**JOHN C. ZILINSKY
CITY ATTORNEY**

JOAN S. GAUSE

LEWIS C. HARDEE JR.

ANDREA L. COLEMAN

KELLI D. GERALD

CARROLL D. PADGETT, JR.

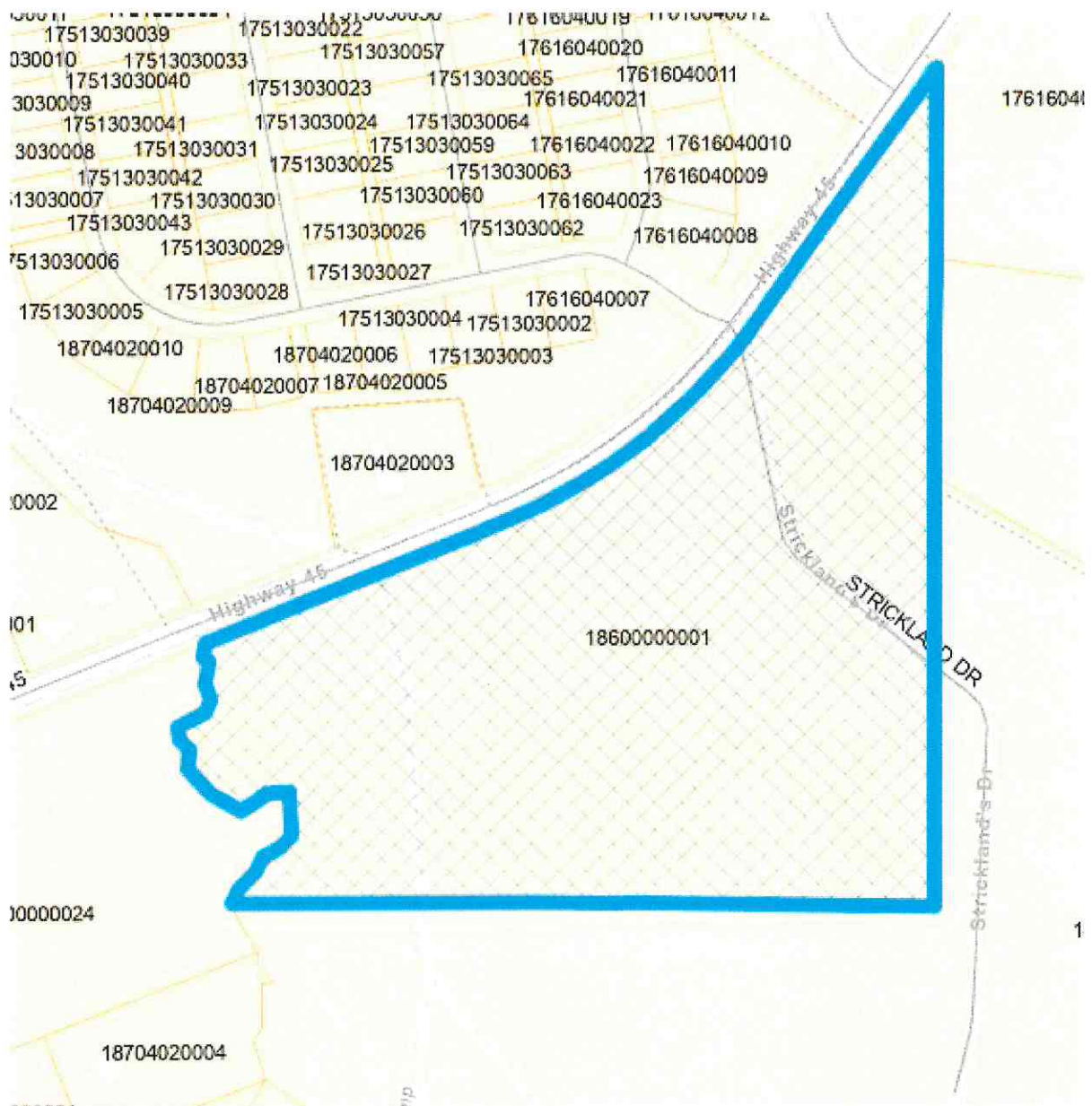
TONYA F. SYKES

PUBLIC HEARING: JUNE 11, 2026

FIRST READING: JULY 6, 2026

SECOND READING: AUGUST 3, 2026

PC-202604-001: Request to rezone approximately 23.2 acres from FA (Forest-Agriculture) to R-1.5 (Residential, *Low Density*) located on the southern side of Bayboro Street, also known as Highway 45, (S-26-45)
[PIN(s): 186-00-00-0001]



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
CITY OF LORIS)

RESOLUTION NUMBER 07-26

A RESOLUTION TO APPROVE THE SUBDIVISION SURVEY CONCERNING THE OLD LORIS HIGH SCHOOL PROPERTY, SO AS TO DESIGNATE THE LOCATION OF 5.75 ACRES ON PROPERTY BEARING PIN 186-00-00-0024 AS REQUIRED BY THAT CERTAIN CONTRACT TO SELL AND PURCHASE REAL PROPERTY BETWEEN THE CITY OF LORIS AND HORRY COUNTY, A BODY POLITIC, SAID CONTRACT BEING DATED APRIL 10, 2026.

WHEREAS, on April 10, 2026, the City of Loris ("Seller") and Horry County, a body politic ("Buyer") entered into a Contract to Sell and Purchase Real Property, ("the Contract"); and

WHEREAS, Paragraph 4(d) of the Contract provides:

Survey. At Buyer's expense, Buyer will obtain a survey of the Property prepared by a surveyor registered in the State of South Carolina and subject to the approval of Seller (the "Survey"), which shall be attached hereto as Exhibit A. The Survey locates all boundaries of the Property, billboards on the Property, if any, and discloses the acreage of the Property to the nearest one hundredth of an acre.

and;

WHEREAS, the Buyer has submitted to the Seller a Subdivision Survey prepared by Timothy L. Davis, P.L.S. dated May 22, 2026, which designates the location of the 5.75 acres it wishes to purchase pursuant to the Contract; and

WHEREAS, the City wishes to approve the above-mentioned survey for the purpose of attaching it to the Contract as Exhibit "A" as referenced above.

NOW THEREFORE, be it resolved by the City Council of the City of Loris that the City approves the survey dated May 22, 2026, and prepared by Timothy L. Davis for Horry County, a Body Politic, designating and showing the location of 5.75 Acres; and

BE IT FURTHER RESOLVED that the 5.75 Acres as shown on the plat shall be the Subject Property under the Contract between the parties. A copy of this survey is attached to this Resolution as Exhibit "A" and incorporated herein by reference.

ADOPTED this 3rd day of August 2026.

ATTEST:

MELINDA T. PRICE
CITY CLERK

ANGEL R. NEIGHBOURS
INTERIM CITY ADMINISTRATOR

MICHAEL E. SUGGS
MAYOR

LORIS CITY COUNCIL MEMBERS:

ANDREA L. COLEMAN

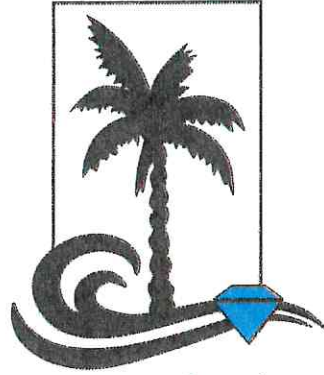
JOAN S. GAUSE

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LEWIS C. HARDEE, JR.

CARROLL D. PADGETT, JR.

TONYA F. SYKES



Diamond Shores SURVEYING

Professional Services Agreement

Upper Pleasant Meadow Drainage Improvements

Prepared For:

City of Loris

Meredith K. Holmes

843.716.6507

MHolmes@CityofLoris.org

Prepared By:

Diamond Shores Surveying, LLC

June 10, 2026

01 | Letter of Engagement

Thank you for the opportunity to provide professional services for this project. This agreement outlines the scope of services, deliverables, and compensation for the work described herein. For purposes of this agreement, **City of Loris** shall be referred to as the **Client** and **Diamond Shores Surveying, LLC** shall be referred to as **Consultant**.

If the terms of this agreement are acceptable, please sign and initial the enclosed documents in the designated locations and return the executed agreement to Diamond Shores Surveying, LLC.

This offer is valid until **August 10, 2026**. Services will commence upon receipt of the fully executed Agreement.

Thank you for the opportunity to provide professional services for this project.

Diamond Shores Surveying, LLC
Kyle Nobles
Engineering Manager
(843) 488-2900 ext. 502
kyle@diamondshores.net

02 | Agreement for Professional Services

Agreement made, this **10 day of June 2026** by and between **Diamond Shores Surveying, LLC**, 315 Main Street, Suite 11, Conway, South Carolina 29526, (hereafter referred to as "Consultant") and **City of Loris** (hereafter referred to as "Client").

2.1 | Project Information

Client requests professional services in the form of civil engineering and land surveying services for **Upper Pleasant Meadow Drainage Improvements**, hereafter called the Project, located in **Loris**, South Carolina. Client and Consultant in consideration of the mutual promises set forth and agree as follows:

2.2 | Scope of Services

Phase	Fee Structure	Fee or Time/Expense Budget
Surveying – Topo	Lump Sum	\$22,500
Engineering Design	Lump Sum	\$65,000
Permitting	Lump Sum	\$10,000
Construction Admin	T&E Budget	\$7,500
Construction Close-Out	Lump Sum	\$4,500
SWPPP Reports*	Per Weekly Inspection*	\$225*

**Additional details regarding SWPPP requirements and inspection frequency are outlined under Construction Administration Services.*

Basic Services: Consultant agrees to perform the following professional services in connection with the project:

Surveying Services:

- Topographic Survey

Engineering Design Services:

- Consultant will coordinate with the Engineer to prepare the following, if applicable:
 - Design Services - Full Civil Design
 - Sediment & Erosion Control Design as required by the regulatory agency, SC-DES, and the applicable jurisdiction's Stormwater Department, overseeing the approved construction plan documents. Required SWPPP plan and report provided to both agencies as well.
 - Stormwater Design and model provided to the applicable jurisdiction's Stormwater Department and SCDES-BCM to satisfy applicable regulatory requirements. Stormwater reports and Notices of Intent (NOIs) will be provided to the applicable agencies for review and approval.
 - Water and Sewer calculations as required by the applicable water and sewer utility provider to satisfy SCDES-BOW (Bureau of Water) requirements. Water and Sewer reports will be provided to the applicable agencies for review and approval.
 - Site and Utility Design/Layout to meet the requirements of the applicable jurisdiction having authority over the Project. Plans will be provided within the Civil Construction Plan set, including associated construction details.
 - Grading and drainage plans provided within Civil Construction Plans with associated construction details.

Permitting Services:

- Permitting services for approvals from all required Regulatory Agencies
 - Engineer of Record will coordinate and consult with each required Regulatory Agency to obtain required approvals before any construction is able to commence.
 - Regulatory Agencies:
 - Applicable jurisdiction's Planning & Zoning Department, Stormwater Department, Engineering Department, Code Enforcement Department, and other agencies having authority over the Project.
 - SCDOT – Required encroachment permits (driveway, drainage, water/sewer) as needed for project approval.
 - Applicable water and sewer utility provider – Letters of Intent (LOIs), Developer Agreements, and related utility approvals.
 - SCDES-BOW; Submittal for project approval
 - SCDES-BCM, SCDES-CZC
 - Coordination with applicable dry utility service providers.
 - Coordination with the electric utility provider serving the Project area. Commercial lighting and photometric plans, if required by the applicable jurisdiction, are not included in this proposal.
 - Coordination with applicable communications providers (telephone, cable, internet, and related services) serving the Project area.

Construction Administration Services & SWPPP Inspections:

- Construction administration services during the construction phase of the Project following receipt of all required regulatory approvals.
 - The Engineer of Record will attend required pre-construction meetings with applicable regulatory agencies.
 - Monthly site visits during construction to monitor project progress and address contractor questions or issues related to the approved construction documents.
 - Consultant will furnish the following services: **The Required weekly SWPPP inspections & reports by SCDES NPDES Permit - \$225/per inspection.** (Inspection fees would total at \$5,400 based on a 6-month construction schedule for the project. The full duration for the construction schedule on each project will vary and the required inspections will take place until the Notice of Termination is executed and accepted by the applicable regulatory agency.)

Construction Close-out Services:

- Construction close-out services as required by applicable regulatory agencies to satisfy project completion requirements.
 - The Engineer of Record will coordinate final site inspections, including preparation of a final punch list, as required by the applicable jurisdiction and regulatory agencies.
 - The Engineer of Record will coordinate with the project surveyor to prepare any required as-built drawings and record documents necessary for project closeout.
 - The Engineer of Record will coordinate and consult with applicable regulatory agencies to obtain required approvals of final inspections and project closeout documentation associated with the approved construction plans.
 - The Engineer of Record will assist in obtaining final agency approvals required for issuance and acceptance of the Notice of Termination (NOT), where applicable.

Additional Services: Any services requested by the Client or required due to changes in project scope, permitting requirements, regulatory agency comments, or unforeseen conditions that are not included within the Basic Services shall constitute Additional Services. Additional Services shall be authorized by the Client and billed in accordance with the Time and Expense Fee Schedule provided in Section 2.7.

Monumentation: The Boundary Survey will be performed with existing monumentation.

Easements: Consultant is not obligated to monument the location of recorded easements or visible easements that may appear within the boundary of the project site.

Period: Consultant services shall start upon the receipt of a signed Agreement, and all pertinent information has been provided by Client as enumerated below in Section 2.3. Consultant is not responsible for delays of the Client or others in providing all relevant information that may be required to complete the services described in Section 2.2 "Basic Services".

Completion: The professional services provided under this Agreement will be considered complete when Client has received the deliverables identified in Section 2.2 "Basic Services".

Release and Note: Upon final payment of Consultant fee, as provided under the terms of this Agreement, Consultant agrees to provide Client with a statement that all fees have been paid and to release any mechanics or liens placed on Client's property by Consultant.

Prints: Whereas part of the Basic Services Consultant is to prepare maps, plans or other documents for the Client's use, Consultant will provide Client with three (3) copies. If requested, Consultant will provide Client with additional copies at price shown under Additional Services.

2.3 | Client Responsibilities

Permission: Client by this Agreement agrees to obtain reasonable access across public and private lands to reach the project site and will obtain permission for Consultant to enter upon the project site to do those tasks necessary to provide professional services under this Agreement. Client is responsible for obtaining approval, consent, or permission from those parties that have any interest and could otherwise prevent completion of the professional services in a reasonable and timely manner.

Assistance: Client will assist Consultant, by placing at Consultant disposal, all available information pertinent to the services that are to be provided by Consultant including previous survey documents, deeds, correspondence, plats, easements, prior permits, and other encumbrances.

Representation: In the event Consultant is acting on behalf of several owners or parties, Client will designate in writing a person to act as the representative for the various parties or co-owners. Such a person shall have complete authority to give instructions, receive information, and make decisions. The first name listed as "Client" will be designated representative in the event there is a failure to designate a particular representative.

Notice: Client will give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any problem concerning the project or Consultant work.

2.4 | Fees & Compensation

Estimates: Consultant has no control over the difficulty in locating records, condition of the terrain, density of the vegetation, severity of the weather, and availability of original monuments. Therefore, any estimates of the project cost

or time frame that were previously provided to Client were made based on experience and similar services performed in the past. Consultant cannot and does not guarantee that the actual costs and time frames will not vary from estimates previously named provided; however, that Consultant will notify Client as soon as Consultant is aware the fee charged or time frame given will exceed the estimated cost.

Basic Services: Reference Section 2.2 "Scope of Services".

Deliverables:

1. Topographic Survey
2. Approved Construction Plans
3. Weekly SWPPP Reports
4. All State and Local Agency Approved Permits

*Deliverables as outlined in the associated Project Proposal. Additional project proposals in the future and associated fixed fees or time/expense budgets for services will be provided upon written notice request by the owner.

Additional Services: For Additional Services listed above in Section 2.2, Client agrees to pay the following rates that are reflected in the fee schedule found at the end of this proposal.

Invoices: For projects of a duration of one (1) month or less Consultants shall invoice the Client for the full amount agreed to in Section 2.4, "Basic Services" and "Additional Services", at the completion of the professional services provided by the Consultant. For projects of a duration of longer than one (1) month Consultant shall invoice the Client monthly for work completed within the previous thirty (30) days. Payments for all invoices are due upon receipt.

Interest: Client agrees to pay Consultant eighteen percent (18%) per annum interest on all outstanding amounts due and payable more than thirty (30) days.

2.5 | General Conditions

Modification: Client or Consultant at any time during this Agreement may request a modification to this Agreement. This request shall in no way affect or make void this Agreement, but the fair and reasonable value of the services agreed upon shall be added to or deducted from the amount specified in this Agreement as the case may be. This Agreement shall be held to be completed when the work is finished according to the original Agreement, and as modified under this section.

Termination: In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is so terminated, Client shall remit all monies due Consultant within thirty (30) days. Consultant at its sole discretion may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Consultant personnel and subcontractors.

Severability: If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

Ownership of Documents: All documents, including the original drawings, field notes, and other data gathered by Consultant, remain the property of the Consultant. Client, at his or her expense, may obtain a set of reproducible record prints of drawings and copies of other documents in consideration of which Client will use them solely in connection with the project and not for the purpose of making subsequent extensions or enlargements of the project. The Client

will not sell, publish, or display them publicly or use them for new projects without the written permission of the Consultant.

Dissemination: All information obtained as a result of the survey will be considered confidential and Consultant will not provide any information without the express written permission of Client or his or her authorized representative.

Arbitration: All claims, disputes, and other matters in question, arising out of or relating to the Agreement or the breach of this Agreement, shall be decided by procedure according to professional rules of arbitration that are currently in effect. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Demand for arbitration shall be in writing and sent or delivered to the other party to this Agreement and to the firm responsible for arbitrating. The demand shall be made within thirty (30) days after the claim, dispute, or other matter in question has arisen. In no event will arbitration be allowed after the appropriate statute of limitations has passed.

Award of Judgment: The award or judgment by the arbitrators shall be final, and the judgment may be entered in any court having proper jurisdiction.

Indemnity & Limitation of Liability: Client and Consultant have discussed the risks, rewards and benefits of the project and Consultant fees for services under this Agreement. Client and Consultant have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law that:

1. Client agrees to indemnify Consultant against both reasonable and accidental damage of Client's property that may occur during the course of Consultant services on behalf of Client. Notwithstanding any other provision or liability limitation herein, the Consultant agrees to indemnify, and hold the Client harmless from any and all claims, damages, losses, liabilities, costs, or expenses, including reasonable attorney's fees, arising out of bodily injury, property damage, or other harm directly caused by the negligent acts or omissions of the Consultant.
2. Consultant shall carry and maintain General Liability, Automobile Liability and Professional Liability insurance. Consultant will provide Client certificates of insurance upon request. Consultant agrees to indemnify Client against loss caused by the actions of the Consultant, and the employees and subcontractors of the Consultant, within the terms and conditions of the insurance coverage maintained by the Consultant, subject to the limitations of liability set forth in Paragraph 4 below. Consultant will not be responsible for any loss, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors or consultants of Client.
3. Consultant agrees that it will not bring hazardous or toxic materials on Client property. Client understands that the ordinary course of work performed by Consultant may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Consultant began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
4. Consultant liability for any and all claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the less of \$2,000,000 or the total fee paid to the Consultant, and Client hereby releases Consultant from any liability contribution above such amount. This limitation of liability shall include but not be limited to Consultant negligence, errors, omissions, strict liability, breach of contract, and breach of warranty. In no event shall Consultant be liable for incidental or consequential damage, including loss of profits or revenue resulting from any cause or causes.

Successors and Assigns: Each party to this Agreement binds himself or herself, his or her partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors,

administrators, and assigns of such other party in respect to all covenants in this Agreement. Except as noted, neither party shall assign, sublet, or transfer his or her interest in this Agreement without the written consent of the other party. Nothing in this document shall be construed as creating any personal liability on any officer or agent of any public body which may be party to the document, nor shall it be construed as giving any rights or benefits to anyone other than the parties to this Agreement.

Governing Law: The laws of South Carolina will apply concerning the interpretation and performance of this Agreement.

Entire Agreement: The provisions and the exhibits annexed to the Agreement represent the entire Agreement between the parties. This Agreement, the exhibits, and any special provisions to which this Agreement is subject may only be altered, amended, or rescinded by a properly executed written Agreement entered subsequent to this Agreement.

Representations: Client and Consultant state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for the Client. Neither Client nor Consultant is bankrupt or have availed themselves of any debtor's remedies nor are they currently contemplating such.

Time: This agreement shall become null and void unless countersigned by an authorized signatory for Client and returned to Consultant within (60) days of the date of the signature Consultant below.

2.6 | Agreement Acceptance

If the terms of the Agreement are acceptable to you, please sign in the designated spaces provided below and return the Agreement to Diamond Shores Surveying, LLC. **This offer is valid until August 10, 2026.**

Services will commence immediately upon receipt of the fully executed Agreement.

We appreciate the opportunity to work with you on this project.

Diamond Shores Surveying, LLC

Kyle Nobles

Signature for Diamond Shores Surveying, LLC

06.10.2026

Date

Kyle Nobles

Printed Name of Person Signing for Diamond Shores Surveying, LLC

Client

Signature for the Client

Date

Printed Name of Person Signing for the Client

Project Info:

Project Name: Upper Pleasant Meadows Drainage Improvements

Client Information:

City of Loris
Meredith K. Holmes
843.716.6507
MHolmes@CityofLoris.org

2.7 | Fee Schedule

Time and Expense Service Billing Amounts

Title	Hourly Rate
Professional Engineer	\$185
Survey Principal	\$205
Principal	\$205
Survey Manager	\$150
Survey Field Crew (2 person)	\$150
Survey Coordinator	\$145
Survey Draftsmen	\$100
Planning Manager	\$145
Landscape Architect	\$145
Civil Project Manager	\$165
Civil Designer	\$145
Civil Permit Manager	\$125
Civil Drafter	\$110
Construction Inspector	\$110
Business Development Manager	\$110
Intern	\$75
Administrative	\$40
Field Representative	\$100
Expert Witness	\$400

2.8 | Exclusions, Indemnities and Limitation of Liabilities from the Contract

The following is a list of items and/or services that will not be provided by Diamond Shores Surveying, LLC. Any quotes or services from any outside consultants or other professionals will not be on the liability of Diamond Shores Surveying, LLC. Any financial obligations from any outside consultants borne on behalf of the client by Diamond Shores Surveying, LLC will be passed onto the client through regular billing.

- Services other than described herein
- Plan review fees, permits, assessments, and other fees
- Color Illustrative Plans or Rendering Services
- Borings and/test holes/field locating existing underground utilities
- Geotechnical Investigation
- Floodplain Studies
- Scour Analysis
- As-built Survey other than described herein
- Legal or title analysis of property ownership or easement rights
- Traffic Engineering reports
- Monitoring and/or Testing
- Irrigation Design and Coordination
- Lighting Design & Photometric Plan
- Off-site Design and Survey services other than those described
- Exhibits other than described herein
- Architectural elevations and/or floor plans
- Mechanical, Electrical and Plumbing construction plans and/or calculations
- Any and all Structural Engineering or Testing Services
- Wetland delineation and USACE JD, and wetland and stream permitting and mitigation
- Threatened and endangered species-specific field surveys
- Perennial Flow Determination, CRPA Boundary Delineation, and Water Quality Impact Assessment
- Archaeological and cultural resource surveys
- Environmental Services other than described herein
- All Environmental Reports and/or permitting other than described herein
- Construction materials testing
- Construction Management other than described herein
- Construction Staking
- Water System Flow Analysis
- FEMA, CLOMR/LOMR, & Other Flood Studies