

EXHIBIT B

ORDINANCE NO. ____

AN ORDINANCE ADOPTING A DEVELOPMENT IMPACT FEE STUDY AND CAPITAL NEEDS PLAN, ESTABLISH DEVELOPMENT IMPACT FEES, AND OTHER MATTERS RELATED THERETO.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Moncks Corner (the “**Town Council**”), the governing body of the Town of Moncks Corner, South Carolina (the “**Town**”) in meeting duly assembled, as follows:

Section 1 Findings of Fact. The Town Council hereby makes the following findings of fact in connection with the enactment of this Ordinance (this “**Ordinance**”):

(a) The Town is a municipal corporation of the State of South Carolina (the “**State**”) and possesses all general powers granted by the Constitution and statutes of the State to municipalities, including those powers granted pursuant to the South Carolina Development Impact Fee Act, codified as Title 6 Chapter 1, Article 9 of the Code of Laws of South Carolina 1976, as amended (the “**Act**”). Capitalized terms used in this Ordinance and not otherwise defined shall have the meanings given to such terms in the Act.

(b) Consistent with the Act, the Town Council has adopted the Moncks Corner 2024 Comprehensive Plan in accordance with the requirements of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, codified at Title 6, Chapter 29 of the South Carolina Code of Laws 1976, as amended.

(c) The Town Council has determined that it is appropriate to impose Development Impact Fees to ensure that a proportionate share of the cost to the Town of providing System Improvements for parks and recreation facilities (“**Recreation Improvements**”); police facilities and vehicles (“**Police Improvements**”); fire facilities and vehicles (“**Fire Improvements**”); sanitation land, facilities, and vehicles (“**Sanitation Improvements**”); and transportation infrastructure and improvements (“**Transportation Improvements**”) to support new Development within the Town is borne by such Development.

(d) Pursuant to the Impact Fee Act, by resolution of the Town Council adopted on February 18, 2025, the Town Council directed the Planning Commission of the Town (the “**Planning Commission**”) to conduct the studies required pursuant to the Act and to recommend an ordinance establishing and imposing Development Impact Fees to the Town Council. The Town Council has further directed the Town Administrator of the Town (the “**Town Administrator**”) to engage TischlerBise Inc. (the “**Consultant**”) as a consultant to assist the Planning Commission in the preparation of such studies and ordinance.

(e) The Consultant has prepared the Development Impact Fee Study and Capital Improvement Plan, dated as of January 31, 2025 (the “**Impact Fee Study**”), a copy of which is attached to this Ordinance as **Exhibit A**, which incorporated a proposed Capital Improvements Plan (the “**Capital Improvements Plan**”). The Planning Commission has reviewed the Impact Fee Study and the Capital Improvements Plan and has determined that the Impact Fee Study and the Capital Improvements Plan incorporated therein meets the requirements of the Act and the needs of the Town and, therefore, is sufficient to satisfy the Town Council’s directive. By

resolution adopted on February 25, 2025, recommended that the Town Council approve the Impact Fee Study and the Capital Improvements Plan incorporated therein and enact an ordinance imposing and implementing Development Impact Fees on new Development within the Town (the “**Draft Ordinance**”), the form of which is the basis of this Ordinance, including schedules of the maximum allowable Development Impact Fees by service unit for Recreation Improvements, Police Improvements, Fire Improvements, Sanitation improvements, and Transportation Improvements (as further described in the Draft Ordinance and herein, the “**Impact Fees**”).

(f) The Impact Fees, as set forth in the Impact Fee Study and recommended by the Planning Commission, are equitable, do not impose an unfair or disproportionate burden on Developers operating within the Town, and are in the best interests of the general welfare of the Town and its citizens without providing incidental benefits to such citizens that are greater than the benefits accruing to those persons actually paying the Impact Fees.

(g) Pursuant to Section 6-1-930 of the Act, the Impact Fee Study includes an estimation of the effect of recovering capital costs through Impact Fees on the availability of Affordable Housing within the corporate limits of the Town.

(h) New System Improvements eligible for Impact Fee funding will benefit all new Development within the Town, and it is appropriate to treat the entire Town as a uniform service area for purposes calculating, collecting, and spending Impact Fees.

(i) Town Council desires to enact this Ordinance to implement the findings and recommendations of the Impact Fee Study by establishing a Development Impact Fee Program of the Town to provide for the implementation of the Impact Fees (the “**Impact Fee Program**”) in accordance with the requirements of Section 6-1-930(B) of the Act and approve the Capital Improvements Plan which is incorporated into the Impact Fee Study.

Section 2 Capital Improvements Plan. By and through the enactment of this Ordinance, for the purposes discussed in the recitals of Section 1 hereof, Town Council hereby finds that the descriptions, capacities, costs, land use assumptions, calculations of Service Units, projections of future Service Unit needs, projected demands for services, identification of sources of funding and applicable levels, and timing for the need for System Improvements contained in the Impact Fee Study comply with the requirements of a Capital Improvements Plan pursuant to the Act, and the Town Council hereby adopts the Impact Fee Study, and the findings thereof, as the Capital Improvements Plan in accordance with Section 6-1-960 of the Act. Amendments, modifications, and clarifications to the Capital Improvements Plan or succeeding amendments, modifications, or clarifications to the Capital Improvements Plan shall become effective if approved and enacted by the Town Council in accordance with the Act.

Section 3 Development Impact Fee Program; Codification. By and through the enactment of this Ordinance, for the purposes discussed above, the Town Council hereby implements the Impact Fee Program, the text of which is attached to this Ordinance at **Exhibit B**. Amendments, modifications, and clarifications to the Impact Fee Program or succeeding amendments, modifications, or clarifications to the Impact Fee Program shall become effective if approved and enacted by the Town Council in accordance with the Act. The Town Clerk is

hereby authorized and directed to provide for the codification of the Impact Fee Program in the Town’s Code of Ordinances (the “**Code**”), and is further authorized to modify the format, article, section, and subsection references and enumeration, and section headings as may be necessary to incorporate the Impact Fee Program into Code

Section 4 Required Publications and Public Hearing. As required by Section 6-1-960 of the Impact Fee Act and in accordance with the terms therein stated, on April 15, 2025, the Town Council held a public hearing concerning the enactment of the Impact Fee Program and the imposition of Impact Fees. Notice of such public hearing was timely published in a newspaper of general circulation in Berkeley County in a form substantially similar to the form of notice set forth in **Exhibit B** attached hereto.

DONE AND ORDAINED this 15th day of April 2025 in meeting duly assembled.

**TOWN OF MONCKS CORNER, SOUTH
CAROLINA**

[SEAL]

Thomas Hamilton Jr., Mayor

ATTEST:

Marilyn Baker, Clerk to Town Council

Planning Commission:	February 25, 2025
First Reading:	March 18, 2025
Public Hearing:	April 15, 2025
Second Reading:	April 15, 2025

Exhibit A

Development Impact Fee Study and Capital Improvement Plan

Exhibit B

Impact Fee Program

ARTICLE I. DEFINITIONS

The following definitions apply within this Impact Fee Program and are consistent with the provisions set forth in the South Carolina Development Impact Fee Act, as it may be amended (the “Act”). Where terms using initial capitals are not defined herein, the definitions used in the Code of Ordinances of the Town of Moncks Corner or the Act shall apply.

Act means the South Carolina Development Impact Fee Act, codified as Title 6 Chapter 1, Article 9 of the Code of Laws of South Carolina 1976, as amended.

Affordable Housing means housing affordable to families whose incomes do not exceed 80% of the median income for the service area or areas within the jurisdiction of the Town.

Building Permit means a permit issued for construction on or development of land.

Capital Improvement means improvements with a useful life of five years or more, by new construction or other action, which increase the service capacity of a Public Facility.

Capital Improvements Plan means a multi-year planning tool used to coordinate and implement financing and identify Capital Improvements for which Impact Fees may be used as a funding source; which Capital Improvements Plan is incorporated into the Impact Fee Study the Impact Fee Study and on file with the Town Clerk and available upon request.

Certificate of Occupancy means a certificate allowing the occupancy or use of a building and certifying that the structure or use has been constructed or will be used in compliance with the Town of Moncks Corner Code of Ordinances and all other applicable regulations.

Credits means Impact Fee deductions allowed for financial, in-kind, or other contributions made pursuant to Section 8.2.

Credit Agreement means an agreement between the Town and a Fee Payer or Developer wherein the Town allocates Credits.

Developer means an individual, corporation, partnership or other legal entity undertaking new Development.

Development means any Residential Development or Nonresidential Development.

Development Approval means a document that authorizes the commencement of a Development.

Effective Date means the date from which the Impact Fee Program is effective, which is April 16, 2025.

Fee Payer means any person who, after the Effective Date, seeks to develop land by applying for the issuance of a Building Permit, or other Development permit, subject to Impact Fees.

Fire Improvements means the improvements to, construction of, or acquisition of the facilities and vehicles for the Town's Fire Department, as identified in the Capital Improvements Plan.

Fire Impact Fee means a payment of money imposed as a condition of Development Approval to pay a Proportionate Share of the cost of Fire Improvements identified in the Capital Improvements Plan needed to serve new Development.

Fire Impact Fee Trust Account means the account of that name established pursuant to Article VI of this Impact Fee Program for the purpose of retaining collected Fire Impact Fees.

Impact Fee means together or individually, the Fire Impact Fee, Police Impact Fee, Recreation Impact Fee, Sanitation Impact Fee, and Transportation Impact Fee, which constitute a financial payment imposed as a condition of Development Approval to pay a Proportionate Share of the cost of the applicable System Improvements needed to accommodate future growth within the Town.

Impact Fee Program means this Development Impact Fee Program of the Town providing for the implementation of the Impact Fees.

Impact Fee Credit Review Committee means the committee of designated staff responsible for the review of Credit Agreements composed of the Town Administrator, Town Clerk, Town Planning Director, and the applicable Department Head or Department Heads] for the type or types of Impact Fees under consideration.

Impact Fee Schedule means together or individually, the schedules of Fire Impact Fees, Police Impact Fees, Recreation Impact Fees, Sanitation Impact Fees, and Transportation Impact Fees imposed by the Town on a Service Unit-basis pursuant to Sections 5.2, 5.3, 5.4, 5.5, and 5.6 of this Impact Fee Program, respectively.

Impact Fee Study means the Development Impact Fee Study and Capital Improvement Plan, dated as of [January 30], 2025, which is on file with the Town Clerk and available upon request.

Nonresidential Development means any construction or installation of a new building or structure of the following uses, as further described and defined in the Impact Fee Study:

(1) Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, Retail includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters, hotels, and motels;

(2) Office: Establishments providing management, administrative, professional, or business services. By way of example, Office includes banks, business offices, headquarter buildings, business parks, and research and development centers;

(3) Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, Industrial includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings; and

(4) Institutional: Establishments providing management, administrative, professional, or business services. By way of example, Institutional includes assisted living facilities, nursing homes, hospitals, medical offices, veterinarian clinics, schools, universities, colleges, churches, daycare facilities, government buildings, and prisons;

or a change in use of an existing building or structure for Retail, Office, Industrial, or Institutional uses, any of which creates additional demand on and need for Public Facilities.

Police Improvements means the improvements to, construction of, or acquisition of the facilities and vehicles for the Town's Police Department, as identified in the Capital Improvements Plan.

Police Impact Fee means a payment of money imposed as a condition of Development Approval to pay a Proportionate Share of the cost of Police Improvements identified in the Capital Improvements Plan needed to serve new Development.

Police Impact Fee Trust Account means the account of that name established pursuant to Article VI of this Impact Fee Program for the purpose of retaining collected Police Impact Fees.

Proportionate Share means the portion of System Improvements Costs for System Improvements determined in the Impact Fee Study that reasonably relate to the service demands and needs of the Development.

Public Facilities means Town's facilities and vehicles for the provision of fire services, police services, recreation services, sanitation services, and transportation services.

Recreation Improvements means the System Improvements to and the construction of the recreation facilities within the Town, as identified in the Capital Improvements Plan.

Recreation Impact Fee means a payment of money imposed as a condition of Development Approval to pay a Proportionate Share of the cost of Recreation Improvements identified in the Capital Improvements Plan needed to serve new Development.

Recreation Impact Fee Trust Account means the account of that name established pursuant to Article VI of this Impact Fee Program for the purpose of retaining collected Recreation Impact Fees.

Residential Development means any construction or installation of a new units of the following uses, as further described and defined in the Impact Fee Study:

- (1) Single Family: Detached and attached one-unit dwellings; or
- (2) Multifamily: All attached multi-family dwellings including duplexes and condominiums;

or a change in use of an existing building or structure into a Single Family Unit or Multifamily Unit that creates additional demand on and need for Public Facilities.

Sanitation Improvements means the System Improvements to, construction of, or acquisition of the land, facilities, and vehicles for the Town's Sanitation Department, as identified in the Capital Improvements Plan.

Sanitation Impact Fee means a payment of money imposed as a condition of Development Approval to pay a Proportionate Share of the cost of Sanitation Improvements identified in the Capital Improvements Plan needed to serve new Development.

Sanitation Impact Fee Trust Account means the account of that name established pursuant to Article VI of this Impact Fee Program for the purpose of retaining collected Sanitation Impact Fees.

Service Area means a defined geographic area in which specific Public Facilities provide service to Development within the area defined. For the purposes of this Impact Fee Program, the corporate limits of the Town, as they may change from time to time, shall be treated as one Service Area for calculating, collecting, and spending Impact Fees.

Service Unit means the standardized measure for the various types of new Development to which Impact Fees apply, as further set forth herein with respect to each type of Impact Fee.

System Improvement means a Capital Improvement to a Public Facility which is designed to provide service to the Service Area.

System Improvement Costs means the costs incurred for construction and reconstruction of System Improvements, including design, acquisition, engineering and other costs attributable to the System Improvement, and also including the cost of

providing additional Public Facilities needed to serve new Development. System Improvement costs do not include:

- (1) construction, acquisition, or expansion of Public Facilities other than Capital Improvements eligible for funding through Impact Fees that are identified in the Capital Improvements Plan;
- (2) repair, operation, or maintenance of existing or new Capital Improvements;
- (3) upgrading, updating, expanding, or replacing existing Capital Improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (4) upgrading, updating, expanding, or replacing existing Public Facilities to provide better service to existing development;
- (5) administrative and operating costs of the Town; or
- (6) principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the Town to finance System Improvements eligible for funding through Impact Fees that are identified in the Capital Improvements Plan.

Town means the Town of Moncks Corner, South Carolina.

Town Clerk means that person employed as the Clerk of the Town.

Town Administrator means that person employed as the Town Administrator of the Town, and any person designated by the Town Administrator to perform any function or exercise any power given to the Town Administrator pursuant to this Impact Fee Program.

Transportation Improvements means the System Improvements to or construction the transportation facilities and infrastructure within the Town, as identified in the Capital Improvements Plan.

Transportation Impact Fee means a payment of money imposed as a condition of Development Approval to pay a Proportionate Share of the cost of Transportation Improvements identified in the Capital Improvements Plan needed to serve new Development.

Transportation Impact Fee Trust Account means the account of that name established pursuant to Article VI of this Impact Fee Program for the purpose of retaining collected Transportation Impact Fees.

Trust Account means one or all of the Fire Impact Fee Trust Account, Police Impact Fee Trust Account, Recreation Impact Fee Trust Account, Sanitation Impact Fee Trust Account, and Transportation Impact Fee Trust Account.

ARTICLE II. SUPPORTING DOCUMENTATION

This Impact Fee Program is based upon the conclusions and recommendations presented in the Impact Fee Study, including the Capital Improvements Plan, prepared consistent with the provisions of the Act. The Impact Fee Study is on file with the Town Clerk and available upon request and is incorporated into this Impact Fee Program by reference.

All Impact Fees collected pursuant to this Impact Fee Program shall be used to implement any or all of the System Improvements deemed eligible for funding by Impact Fees identified in the Capital Improvements Plan, as set forth therein and in this Impact Fee Program.

ARTICLE III. JURISDICTION

The provisions of this Impact Fee Program shall apply to all property within the corporate limits of the Town, including any property that may be annexed into the Town after the Effective Date.

ARTICLE IV. APPLICATION AND EXEMPTIONS

The provisions of the Impact Fee Program shall apply to all new Development within Town limits for which a Building Permit or Development Approval is required, except for the following:

- (1) rebuilding the same amount of floor space of a structure that was destroyed by fire or other natural catastrophe;
- (2) remodeling or repairing a structure with the same use of land that does not result in an increase in the number of Service Units or place new demand on Public Facilities;
- (3) replacing a residential unit, including a manufactured home, with another residential unit on the same lot, if the amount of demand for Public Facilities and services generated by the new residential unit does not increase;
- (4) placing a construction trailer or temporary office on a lot during the period of construction on the same lot;
- (5) construction of an addition to a residential structure that does not increase the amount of demand for facilities and services generated by the same use of land;

- (6) adding uses that are typically accessory to Residential Development, such as a tennis court or a clubhouse, unless it is demonstrated clearly that the use creates new demand for Public Facilities;
- (7) all or part of a particular Development if:
 - (i) the project is determined to create Affordable Housing; and
 - (ii) the exempt Development's Proportionate Share of System Improvements is funded through a revenue source other than Impact Fees.
- (8) constructing a new elementary, middle or secondary school; and
- (9) constructing a new volunteer fire department.

ARTICLE V. DETERMINATION OF FEES

Section 5.1 General Provisions.

(a) The Town Council shall determine and establish the schedules of Impact Fees in accordance with the Impact Fee Study and the methodology established in this Impact Fee Program. The Town shall collect all Impact Fees administered within Town limits.

(b) Upon the Effective Date, Impact Fees shall be charged to new Development in accordance with the procedures set forth in this Impact Fee Program and in accordance the schedules of Impact Fees established hereby. The Impact Fees for a Development will be determined and collected at the time of application for a Building Permit based upon the Service Unit represented by such Development. If the Development is one that does not require a Building Permit, the Impact Fee for the Development will be determined and collected at the time of application for Development Approval. Upon reasonable written request, estimates of applicable Impact Fees shall be provided by the Town prior to the date of issuance of the Building Permit or Development Approval, as applicable. No Building Permit or Development Approval shall be issued for any Development requiring the payment of Impact Fees until the Impact Fees (less any applicable Credits) have been remitted to the Town, or in the case of Affordable Housing, the appropriate financial guarantees have been filed with the Town Clerk. Payment of Impact Fees shall not relieve the Developer from obligations to comply with any other applicable Town Ordinances, regulations or requirements prior to receiving a Certificate of Occupancy.

(c) All monies paid by the Fee Payer pursuant to this Impact Fee Program shall be identified as Impact Fees and promptly deposited in the appropriate Trust Account described under Article VI of this Impact Fee Program.

(d) For the purpose of calculating Impact Fees, the use of land types assumed in the Impact Fee Schedule shall be defined in accordance with the definitions contained

in Article I of this Impact Fee Program, as further defined and described in the Impact Fee Study.

(e) Payment in full of all Impact Fees according to the Impact Fee Schedule for Development, as may be amended, supplemented or adjusted under the Act or other any other methodology permitted herein, shall constitute full and complete payment of the Proportionate Share of the Development's costs of the System Improvements.

(f) A Developer may negotiate and contract with the Town to provide facilities or services in lieu of payment of Impact Fees in accordance with Section 6-1-1050 of the Act.

(g) Any property for which a valid Building Permit or certificate of occupancy has been issued or construction has commenced before the Effective Date is not subject to Impact Fees. Impact Fees do, however, apply to Residential or Nonresidential Development for which other land use approvals have been granted prior to the Effective Date, including but not limited to subdivision and site plan approvals, but for which no Building Permit has been issued.

Section 5.2 Fire Impact Fee Schedule. The Fire Impact Fee for any new Development shall be calculated on a per-Service Unit basis in accordance with the following schedule of Impact Fees, the basis for which, including the calculation of a Service Unit of Development, is discussed in more detail in the Impact Fee Study:

<u>Development Type</u>	<u>Impact Fee per Service Unit</u>
<i>Residential Development</i>	<i>Impact Fee per Residential Unit</i>
Single Family	\$1,200
Multifamily	\$657
<i>Nonresidential Development</i>	<i>Impact Fee per 1,000 Sq. Ft.</i>
Retail	\$1,925
Office	\$742
Industrial	\$333
Institutional	\$1,021

Section 5.3 Police Impact Fee Schedule. The Police Impact Fee for any new Development shall be calculated on a per-Service Unit basis in accordance with the following schedule of Impact Fees, the basis for which, including the calculation of a Service Unit of Development, is discussed in more detail in the Impact Fee Study:

<u>Development Type</u>	<u>Impact Fee per Service Unit</u>
<i>Residential Development</i>	<i>Impact Fee per Residential Unit</i>
Single Family	\$710
Multifamily	\$389
<i>Nonresidential Development</i>	<i>Impact Fee per 1,000 Sq. Ft.</i>
Retail	\$1,139
Office	\$439
Industrial	\$197
Institutional	\$604

Section 5.4 Recreation Impact Fee Schedule. The Recreation Impact Fee for any new Development shall be calculated on a per-Service Unit basis in accordance with the following schedule of Impact Fees, the basis for which, including the calculation of a Service Unit of Development, is discussed in more detail in the Impact Fee Study:

<u>Development Type</u>	<u>Impact Fee per Service Unit</u>
<i>Residential Development</i>	<i>Impact Fee per Residential Unit</i>
Single Family	\$2,225
Multifamily	\$1,219
<i>Nonresidential Development</i>	<i>Impact Fee per 1,000 Sq. Ft.</i>
Retail	\$246
Office	\$377
Industrial	\$182
Institutional	\$351

Section 5.5 Sanitation Impact Fee Schedule. The Sanitation Impact Fee for any new Development shall be calculated on a per-Service Unit basis in accordance with the following schedule of Impact Fees, the basis for which, including the calculation of a Service Unit of Development, is discussed in more detail in the Impact Fee Study:

<u>Development Type</u>	<u>Impact Fee per Service Unit</u>
<i>Residential Development</i>	<i>Impact Fee per Residential Unit</i>
Single Family	\$314
Multifamily	\$171
<i>Nonresidential Development</i>	<i>Impact Fee per 1,000 Sq. Ft.</i>
Retail	\$11
Office	\$19
Industrial	\$8
Institutional	\$17

Section 5.6 Transportation Impact Fee Schedule. The Transportation Impact Fee for any new Development shall be calculated on a per-Service Unit basis in accordance with the following schedule of Impact Fees, the basis for which, including the calculation of a Service Unit of Development, is discussed in more detail in the Impact Fee Study:

<u>Development Type</u>	<u>Impact Fee per Service Unit</u>
<i>Residential Development</i>	<i>Impact Fee per Residential Unit</i>
Single Family	\$368
Multifamily	\$176
<i>Nonresidential Development</i>	<i>Impact Fee per 1,000 Sq. Ft.</i>
Retail	\$679
Office	\$262
Industrial	\$118
Institutional	\$360

Section 5.7 Special Cases. The Town shall take the following special cases into account when calculating Impact Fees for any new Development:

- (1) When an application for a Building Permit or Development Approval has been made that contains two or more uses of land in any combination, including two or more uses of land within a single building or structure, the total Impact Fee shall be the sum of the products, as calculated above, for each use of land unless an independent impact fee calculation is performed, and approved in writing for use by the Town Administrator, consistent with Sections 5.1 through 5.6 (as applicable) of this Article.
- (2) In the case of a change, redevelopment, or modification of a use of land which requires a Building Permit or Development Approval, and which is not exempted from Impact Fees under Article IV of this Impact Fee Program, the Impact Fee calculation shall be based upon the net increase in new or proposed use of land as compared to the existing or previous use of land.
- (3) In the case of a demolition or termination of an existing use or structure, Impact Fees for future redevelopment shall be based upon the net increase in Development for the new or proposed use of land as compared to the existing actual active previous use of land since its original occupancy. Credit for the prior use shall not be transferable to another parcel of land.
- (4) In the case of relocating an existing use of land, Impact Fees shall be assessed to the relocated use at its new location. Future redevelopment of the old location from which the use was removed, upon written request from the Developer, will receive a Credit against Impact Fees assessed equal to the Impact Fees that would have been assessed against the relocated use. Credits shall not be transferable to the new location.
- (5) Before a Building Permit or Development Approval application may become eligible for the provisions set forth in this Section 5.7(2)-(4), a Developer shall provide reasonably sufficient evidence that a previous use of land had been actively maintained on the site within 12 months of the date of application for the Building Permit or Development Approval. Such evidence may include proof of utility records, records for the use sought to be shown, business license records, or other documentation.
- (6) Any claim of existing or previous use must be made no later than the time for application of a Building Permit or Development Approval. Any claim made after such time shall be deemed invalid.

ARTICLE VI. IMPACT FEE TRUST ACCOUNTS

There are hereby established the Fire Impact Fee Trust Account, Police Impact Fee Trust Account, Recreation Impact Fee Trust Account, Sanitation Impact Fee Trust Account, and Transportation Impact Fee Trust Account. Fire Impact Fees, Police Impact Fees, Recreation Impact Fees, Sanitation Impact Fees, and Transportation Impact Fees

collected pursuant to this Impact Fee Program shall be kept in the applicable Trust Account, and shall be kept separate from other funds of the Town. All Impact Fees collected shall be properly identified by property address noted on the approved Building Permit or Development Approval and deposited in the appropriate Trust Account.

Any funds derived from Impact Fees on deposit not immediately necessary for expenditure shall be maintained in an interest-bearing account, which shall be considered a part of the appropriate Trust Account. Interest earned on Impact Fees in deposit shall be retained in the applicable Trust Account for which such interest is earned, shall be considered revenue from Fire Impact Fees, Police Impact Fees, Recreation Impact Fees, Sanitation Impact Fees, or Transportation Impact Fees, as applicable, and shall be subject to all restrictions placed on the use of Impact Fees pursuant to this Impact Fee Program.

ARTICLE VII. LIMITATION ON EXPENDITURES OF FUNDS COLLECTED

Section 7.1 Eligible System Improvement Costs. Funds from the Fire Impact Fee Trust Account shall be expended only for System Improvements identified as eligible for Impact Fee funding in the Capital Improvements Plan for Fire Improvements. Funds from the Police Impact Fee Trust Account shall be expended only for System Improvements identified as eligible for Impact Fee funding in the Capital Improvements Plan for Police Improvements. Funds from the Recreation Impact Fee Trust Account shall be expended only for System Improvements identified as eligible for Impact Fee funding in the Capital Improvements Plan for Recreation Improvements. Funds from the Sanitation Impact Fee Trust Account shall be expended only for System Improvements identified as eligible for Impact Fee funding in the Capital Improvements Plan for Sanitation Improvements. Funds from the Transportation Impact Fee Trust Account shall be expended only for System Improvements identified as eligible for Impact Fee funding in the Capital Improvements Plan for Transportation Improvements. No funds collected from Impact Fees shall be used for administrative or operating costs associated with imposing any of the Impact Fees.

Section 7.2 Rationale Nexus Test. The Town Administrator shall make an annual report to the Town Council and publish this report for access by the general citizenry showing where Impact Fees have been collected and what projects have been funded with these revenues. The Town Council shall consider this report and whether the Impact Fees are being spent for the benefit of new Development within corporate limits of the Town. If the Town Council determines that this is not the case, then it shall adjust the Capital Improvements Plan and other projected capital expenditures to correct the condition.

Section 7.3 Expenditure of Funds. Funds collected from Impact Fees shall be considered to have been expended in the order in which such funds were collected. The disbursement of such funds shall require approval of the Town Council, upon recommendation of the Town Administrator. Appropriation of funding in the Town's annual budget ordinance shall be sufficient for purposes of complying with the Town Council approval requirements of this Section 7.3.

Section 7.4 Reimbursement. Impact Fee funds not obligated for expenditure within three years of the date that they are scheduled to be expended in the Capital Improvements Plan shall be returned, with actual interest earned, to the record owner of the property for which the Impact Fees were collected, on a first-in, first-out basis in accordance with Article XI.

ARTICLE VIII. CREDITS; REIMBURSEMENTS

Section 8.1 General Provisions.

(a) A Developer may be entitled to a Credit determined pursuant to this Impact Fee Program, for Town-approved monetary, in-kind, or other contributions toward some or all of the System Improvement Costs included in the Capital Improvements Plan that are eligible for funding through Impact Fees.

(b) An executed Credit Agreement shall establish the cash value of any Credit. Any difference between Impact Fees due from a Fee Payor and the cash value of a Credit will be set forth in the Credit Agreement and will remain eligible for collection pursuant to the rules and requirements of this Impact Fee Program.

(c) Any request for Credits or reimbursement shall be submitted to the Town Administrator prior to issuance of a Building Permit or Development Approval.

Section 8.2 Application for Credit Agreement.

(a) The determination of the cash value of any Credit shall be undertaken through submission of an application for Credit Agreement, which shall be submitted to the Town Administrator.

(b) The application for Credit Agreement shall include the following information:

(1) The following documentation must be provided if the proposed application involves a Credit based upon any cash contribution:

- (i) a certified copy of the Development Approval in which the cash contribution was agreed; and
- (ii) proof of payment (if already made); or
- (iii) proposed method of payment (if not already made).

(2) The following documentation must be provided if the proposed application involves a Credit based upon the dedication of land:

- (i) drawing and legal description of the land;

(ii) the appraised fair market value of the land at the date a building permit application is sought for the use of land, prepared by a professional Real Estate Appraiser who is a member of the member Appraisal Institute (MAL) or who is a member of Senior Residential Appraisers (SRA);

(iii) a certified copy of the Development permit in which the land was agreed to be dedicated (if applicable); and

(iv) the form of a general warranty deed in executable form as necessary to convey the land to the Town or its assigns.

(3) The following documentation must be provided if the proposed application involves Credit based upon the funding, or in-kind contribution, of System Improvement Costs:

(i) The proposed construction documents of the specific construction project prepared and certified by a duly qualified and licensed engineer in the State of South Carolina; and

(ii) The projected costs for the suggested improvements, which shall be based on local information for similar improvements, along with the construction schedule for the completion of said improvements. Such estimated cost shall include construction or reconstruction of the project; the cost of labor and materials; the cost of all lands, property, rights, easements and franchises acquired; financing charges or interest prior to and during construction and for one year after completion of construction; costs of plans and specifications; surveys of estimates of costs and revenues; costs of professional services; and all of the expenses necessary or incidental to determining the feasibility or practicability of such construction or reconstruction.

(c) Within 14 days of receipt of the proposed application for Credit Agreement, the Town Administrator shall determine if the application is complete. If it is determined that the proposed agreement is not complete, the Town Administrator shall send written notification to the applicant outlining the deficiencies. The Town shall take no further action on the proposed Application for Credit Agreement until all such deficiencies have been corrected or otherwise settled.

(d) Once the Town Administrator determines the proposed application for Credit Agreement is complete, it shall be reviewed within 30 days by the Impact Fee Credit Review Committee.

(e) If the application for Credit Agreement is approved by the Impact Fee Credit Review Committee, a Credit Agreement shall be prepared by the applicant and submitted to the Town Administrator, for final approval by the Town Council. Upon approval to the Town Council the Credit Agreement shall be executed and delivered to

the applicant. The Credit Agreement shall specifically outline the contribution, payment, construction or land dedication; the time by which it shall be complete, dedicated or paid, and any extensions thereof; and the dollar credit the applicant shall receive for the contribution, payment or construction against Impact Fees. Any Credit Agreement shall be limited to the Impact Fee dollars owed for the project, by the Developer, for the Impact Fee category under consideration, unless Town Council decides to entertain a Credit Agreement in excess of fees owed that may be transferred to another project of the same Developer in the same Service Area. The Credit Agreement may also include provisions for rescinding the Credit and issuing stop work orders if the dedication and/or work and/or construction are not timely accomplished.

(f) A Fee Payer affected by the decision of the Impact Fee Credit Review Committee regarding Credits may appeal such decision pursuant to Article 10, Section 10.1 of this Impact Fee Program.

ARTICLE IX. PENALTIES

The Town Council shall have the following remedies, which may be exercised individually or collectively, for collecting Impact Fees. The failure to pursue any remedy at any time shall not be deemed as a waiver of Town rights to pursue any remedy at such other time as may be deemed appropriate.

- (1) Interest and Penalties. The Town may, at its discretion, add to the amount of calculated Impact Fees due prior to award of a Certificate of Occupancy, reasonable interest and penalties for non-payment or late payment of required funds. Penalties for unpaid Impact Fees shall be administered consistent with the Town's Code of Ordinances, which declares the violation a penalty subject to a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed 30 days. Each day of violation shall be deemed a separate offense.
- (2) Withholding Certificate of Occupancy. The Town may withhold a Certificate of Occupancy until full and complete payment has been made by the Developer of Impact Fees due for the Development.
- (3) Lien. The Town may impose a lien on the Developer's property for failure of the Developer to pay required Impact Fees in full.
- (4) Other. The Town may pursue the collection of the Impact Fees, including interest, by way of civil process in the Court of Common Pleas for Berkeley County.

ARTICLE X. APPEAL PROCESS

A Developer shall have the following rights for appeal of Impact Fees imposed by the Town on their Development pursuant only to this Impact Fee Program:

Section 10.1 Administrative Appeal.

(a) A Developer may file an administrative appeal with the Town Administrator regarding the payment of Impact Fees, independent calculation of Impact Fees, or Credits or reimbursements by filing a written notice of appeal. Said notice shall be filed within 30 days of the decision sought to be appealed. The filing of an appeal will immediately halt the Building Permit application process, unless the Developer posts a bond or submits an irrevocable letter of credit for the full amount of the Impact Fees as calculated by the Town to be due. All notices of appeal shall include a full explanation of the reasons for the appeal, specifying the grounds therefore, and containing any documentation that the Developer desires to be considered. The appeal shall contain the name and address of the Developer filing the appeal and shall state their capacity to act as a representative or agent if they are not the owner of the property to which Impact Fees or Credits pertain.

(b) Within 30 days following receipt of the written notice of appeal, the Town Administrator will review the Developer's written report, supporting documentation and departmental staff reports. The 30-day review period may be extended if additional information is needed from the Developer in order to render a decision. Upon completion of the administrative review, the Town Administrator will provide a written response to the Developer constituting a final administrative determination.

(c) Any person desiring to appeal the final administrative determination of the Town Administrator regarding payment of Impact Fees or Credits shall file a written notice of appeal to the Town Council. Said notice of appeal to Town Council shall be filed with the Town Clerk within 15 days following receipt of the final administrative determination. Receipt shall be construed to have occurred when the final administrative decision is deposited in the United States mail postage prepaid to the person whose name and address is identified in the original notice of appeal.

(d) The Town Clerk will schedule all Impact Fee appeals for the first Town Council meeting following ten days from receipt of the written notice of appeal to the Town Council. Postponements of the Town Council appeal date may be granted by the Town Administrator if they are requested in writing at least ten days in advance of the scheduled Town Council meeting date.

(e) When an appeal is scheduled for oral presentation before the Town Council, the Developer and Town staff shall each be given ten minutes at the oral argument to present the appeal and to discuss the submitted written record.

(f) Within 15 days after the date of oral presentations, Town Council shall issue a final written opinion as to its decision on the appeal. Thereafter, the final decision of Town Council may be appealed to the circuit court of Berkeley County, South

Carolina; however, the decision of the Town Council shall be final and binding if subsequent appeal is not timely made to the circuit court of Berkeley County, South Carolina within 15 days of the issuance of the final decision by Town Council.

Section 10.2 Payment Under Protest. A Fee Payer may pay Impact Fees under protest. Payment under protest does not preclude the Developer from filing an administrative appeal nor is the Fee Payer estopped from receiving a refund of an amount considered to have been collected illegally. A Fee Payer, at its option, may also post a bond or submit an irrevocable letter of credit for the amount of Impact Fee due instead of making a cash payment under protest, pending the outcome of an appeal.

Section 10.3 Mediation. Town Council shall provide for mediation by a qualified independent party, upon voluntary agreement by both the Developer and the Town, to address a disagreement related to Impact Fees calculated by the Town. Neither a request for, nor participation in, mediation shall preclude a Fee Payer from pursuing other Developer rights or remedies otherwise available by law.

Section 10.4 Tolling. The three-year expenditure requirement under Section 7.4 hereof (and the accompanying refund provisions in Article XI below) shall be tolled during the pendency of any appeal under this Article X.

ARTICLE XI. REFUNDS

Section 11.1 General Provisions. Funds not obligated for expenditure within three years of the date that they are scheduled to be expended in the Capital Improvements Plan shall be refunded to the current record owner of property for which the Impact Fees were paid, with actual interest earned, on a first-in, first-out basis. For the purpose of determining whether fees have been spent or encumbered, the first money placed in a Trust Account shall be deemed to the first money taken out of that Trust Account when withdrawals have been made.

Section 11.2 Refund Process.

(a) The owner of property eligible for a refund of one or more Impact Fee payments shall submit to the Town Administrator a notarized sworn statement that the person is the current owner of the property for which a refund is due, a certified copy of the latest recorded deed, and a copy of the most recent *ad valorem* tax bill for the affected property.

(b) When a right to a refund exists, the Town shall send a refund to the current owner of record within 90 days after it is determined by Town Council that a refund is due.

(c) All refunds shall include the pro-rata portion of the interest earned while on deposit in the specific Impact Fee trust account.

(d) A record owner of property for which one or more Impact Fee refunds are due has standing to sue for such refund pursuant to Section 6-1-1020(D) of the Act if

there has not been a good-faith effort towards a timely payment of a refund pursuant to Section 11.2(b).

ARTICLE XII. TERMINATION OF DEVELOPMENT IMPACT FEE

Impact Fees shall be terminated within 15 years after the Effective Date, or when sufficient fees have been collected to fund all of the System Improvements eligible for Impact Fee funding that are identified in the Capital Improvements Plan, whichever shall first occur, unless:

- (1) Town Council adopts a revised Impact Fee Study or amends the Capital Improvements Plan for a subsequent amount of time; or
- (2) Town Council enacts an updated Impact Fee Program for the Town pursuant to the substantive and procedural requirements set forth in the Act.

ARTICLE XIII. LIBERAL CONSTRUCTION

The provisions of this Impact Fee Program shall be liberally construed to effectively carry out its purpose in the interest of further promoting and protecting public health, safety, welfare and convenience.

ARTICLE XIV. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Impact Fee Program is, for any reason, held invalid or unconstitutional by any court, such section, subsection, sentence, clause, phrase or portion of this Impact Fee Program shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this Impact Fee Program nor impair or nullify the remainder of these provisions which shall continue in full force and effect.

If the application of any provision of this Impact Fee Program to any new Development is declared to be invalid by a decision of any court, the intent of Town Council is that such decision shall be limited only to the specific new Development expressly involved in the controversy, action, or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair or nullify this Impact Fee Program as a whole or the application of any provision of this Impact Fee Program to any other new Development.

ARTICLE XV. EFFECTIVE DATE; REPEALER

Section 15.1 Effective Date. This Impact Fee Program shall become effective on the Effective Date.

Section 15.2 Conflicting Ordinances. All Ordinances or parts of Ordinances in conflict with the provisions of this Impact Fee Program are hereby repealed.

Exhibit C

Notice of Public Hearing

[To be published one time not less than 30 days prior to the hearing date in a newspaper of general circulation within the Town]

The Town Council of the Town of Moncks Corner (the “Town Council”), the governing body of the Town of Moncks Corner, South Carolina (the “Town”), is considering the enactment of “AN ORDINANCE ADOPTING A DEVELOPMENT IMPACT FEE STUDY AND CAPITAL NEEDS PLAN, ESTABLISH DEVELOPMENT IMPACT FEES, AND OTHER MATTERS RELATED THERETO” (the “Ordinance”). Through the enactment of the Ordinance, the Town Council would impose certain development impact fees on new development within the Town to offset a portion of the cost to provide fire, police, recreation, sanitation, and transportation facilities, infrastructure, and equipment to serve such new development, and adopt that certain Development Impact Fee Study and Capital Improvement Plan, dated as of [January 30], 2025 (the “Impact Fee Study”), as a capital improvements plan with respect to such capital needs. Copies of the Ordinance and the Impact Fee Study, and the capital improvement plan incorporated therein, are on file with the Town Clerk and are available for public inspection upon request during the Town’s regular business hours.

The Town Council will hold a public hearing concerning the enactment of the Ordinance and the adoption of the Impact Fee Study on Tuesday, April 15, 2025, at 6:00 p.m. (or as soon thereafter as the agenda permits) (the “Hearing”). The Hearing will be held in the chambers of the Town Council located in the Moncks Corner Town Hall, 118 Carolina Avenue, Moncks Corner, South Carolina 29461. The Hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel.