



# TOWN COUNCIL REGULAR MEETING

Town Council Chambers, Moncks Corner Municipal  
Complex, 118 Carolina Avenue  
TUESDAY, MARCH 17, 2026 at 6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

1. **Invocation:** Moncks Corner Fire Chief James C. Jackson, III

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

2. **Proclamation:** 2026 Child Abuse Prevention Month

### APPROVAL OF MINUTES

3. **Regular Meeting Minutes:** February 17, 2026

### REPORTS

4. **Mayor's Report:** Thomas J. Hamilton, Jr.
5. **Administrator's Report:** Jeffrey V. Lord

### NEW BUSINESS

6. **Consideration:** Heatley and Gullidge Street Parking Lot Design Proposal
7. **Consideration:** Winter Street Drainage Improvements Construction Administration Proposal
8. **Consideration:** Professional Services Proposal – NRCS Emergency Watershed Protection Program
9. **First Reading:** Consider a Conditional Zoning Map Amendment (CZ-26-01) request for two (2) parcels (142-08-04-012 and -013) totaling ~5.58 acres, located at 402 Wall Street. The parcels are requesting to be zoned Conditional Zoning - Residential Single Family (CZ R-2).
10. **First Reading:** Consider an Zoning Map Amendment (ZA-26-01) request for two (2) parcels (162-00-01-018 & -059) totaling ~13.18 acres, located at 1190 Ben Barron Road. The parcel is requesting to be zoned Industrial Park (M-2).
11. **First Reading:** Consider an Zoning Map Amendment (ZA-26-02) request for four (4) parcels (142-07-04-011, -012, -014, -032) totaling ~4.19 acres, located at 106 Church Street. The parcels are requesting to be zoned General Commercial (GC).
12. **First Public Hearing:** Consider a Development Agreement (DA-25-01) request for one (1) parcel (162-00-01-017) totaling 31.3 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, commercial development, and dedicated civic recreation space.
13. **First Public Hearing:** Consider a Development Agreement (DA-25-02) request for four (4) parcels (162-02-00-017, 162-02-00-019, 162-00-01-020, 162-00-01-029) and a portion

of one (1) parcel (162-02-00-015), totaling 96.01 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, single-family attached (townhomes) dwelling units, civic space, and commercial development.

## **OLD BUSINESS**

- 14. First Reading:** Consider a Text Amendment (TA-25-01) request to amend Article 7-13 (Architectural Standards) of the Town Zoning Ordinance to modify exterior building material standards.

**PUBLIC INPUT** - Public Input will be limited to 3 minutes per individual

**EXECUTIVE SESSION** - Council may take action regarding matters discussed

- 15. Discussion:** Proposed contractual arrangements related to Downtown TIF

## **ADJOURNMENT**

*In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (843) 719- 7900 within 48 hours prior to the meeting in order to request such assistance.*

**Town of Moncks Corner**  
**South Carolina Proclamation**  
**Child Abuse Prevention Month**

Item 2.

**WHEREAS**, South Carolina's 1.1 million children residing in diverse communities across our state, including more than 60,000 children in Berkeley County, are our most valuable resource and will shape the future of our great state; and

**WHEREAS**, childhood trauma, including neglect and abuse, is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

**WHEREAS**, childhood trauma can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children and youth; and

**WHEREAS**, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith based organizations, businesses, mental and behavioral health, law enforcement agencies, and families; and

**WHEREAS**, communities must make every effort to promote programs and activities that build strong children and strengthen families; and

**WHEREAS**, we acknowledge that we must work together as a community in partnership to build awareness about child abuse and neglect and contribute to promote the social and emotional well-being of children, youth and families in a safe, stable, and nurturing environment; and

**WHEREAS**, prevention remains the best defense for our children and families; and

**WHEREAS**, in state fiscal year 2024-2025, there were 7,024 substantiated Child Protective Services (CPS) investigations with 12,371 children in South Carolina, and 330 investigations with 579 children in Berkeley County; and

**WHEREAS**, in 2025 Kay Phillips Child Advocacy Center saw 2,048 total clients, and 1,072 in Berkeley County.

**NOW, THEREFORE, I**, Thomas J. Hamilton, Jr. and Town Council Members, of the Town of Moncks Corner in the great state of South Carolina, do hereby proclaim April 2026 as

**CHILD ABUSE PREVENTION MONTH**

throughout the Town and encourage all South Carolinians to dedicate themselves to protecting the quality of life for every child.

Signed this 17<sup>th</sup> Day of March, 2026

\_\_\_\_\_  
Thomas J. Hamilton, Jr., Mayor



# TOWN COUNCIL REGULAR MEETING

Town Council Chambers, Moncks Corner Municipal  
Complex, 118 Carolina Avenue  
TUESDAY, FEBRUARY 17, 2026 at 6:00 PM

## MINUTES

### CALL TO ORDER

The regular meeting of the Town Council was called to order by Mayor Thomas J. Hamilton, Jr. at 6:00 p.m.

#### Present:

Mayor Thomas J. Hamilton, Jr.  
Mayor Pro-Tem David A. Dennis, Jr.  
Council Member Leroy S. Dingle, Jr.  
Council Member James N. Law, Jr.  
Council Member Latorie S. Lloyd  
Council Member Chadwick D. Sweatman  
Council Member James B. Ware, III

#### Staff Present:

James E. Brogdon, Town Attorney  
Jeffrey V. Lord, Town Administrator  
Marilyn M. Baker, Administrative Services Director/Clerk to Council  
Justine H. Lovell, Finance Director  
James C. Jackson, III, Fire Chief  
Corey Denny, Battalion Chief  
R. Logan Faulkner, Public Service Director  
Mohamed A. Ibrahim, Technology Director  
Elizabeth B. Rentz, Recreation Director  
Antwan L. Richardson, Police Chief  
Justin S. Westbrook, Community Development Director  
Carter France, Town Planner

### INVOCATION

Invocation was delivered by Reverend Tory Liferidge of Grace Reformed Episcopal Church

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Council Member James B. Ware

### PRESENTATIONS

**Proclamation:** 2026 Women of Construction Week, March 1 - 7, 2026

Mayor Hamilton read a Proclamation Proclaiming March 1-7, 2026, as Women of Construction Week in the Town of Moncks Corner. Accepting the Proclamation was one of the Board of Directors, Megan Shatterfield.

**Proclamation:** 2026 Black History Month in the Town of Moncks Corner

Mayor Hamilton read a Proclamation proclaiming February 2026 as Black History month in the Town of Moncks Corner. He mentioned that this was the first time a proclamation was presented by the Town honoring Black History Month in the Town of Moncks Corner. Accepting the Proclamation was Mrs. Angela Simmons, Tory Liferidge and Pastor Samuel Gourdine.

**APPROVAL OF MINUTES**

**1. Regular Meeting Minutes:** January 13, 2026

Motion was made by Mayor Pro-Tem Dennis to approve the regular meeting minutes of January 13, 2026. Motion was seconded by Council Member Lloyd and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**REPORTS**

**2. Mayor's Report:** Thomas J. Hamilton, Jr.

Mayor Hamilton reported the following:

January 15, 2026: The Mayor attended the swearing-in ceremony for Associate Municipal Judge Amber Daniels Broughton and Police Chief Antwan Richardson. Councilmen Dennis and Dingle were also in attendance.

January 16, 2026: The Mayor reported that it was an honor and privilege to attend the Berkeley County School District's Dr. Martin Luther King, Jr. Luncheon. He joined community leaders, including Councilman David Dennis, in celebrating Dr. King's legacy.

January 19, 2026: The Mayor participated in the Dr. Martin Luther King Jr. parade alongside Councilman Dingle and later attended the service at Moncks Corner AME Church, where Councilwoman Lloyd was present. He expressed appreciation to the Moncks Corner Police Department, Moncks Corner Fire Department, and the Berkeley County Progressive League for their support and for hosting the event.

January 20, 2026: The Mayor attended the Hometown Legislative Day in Columbia with Councilmen Dennis and Dingle and Administrator Lord. They met with state leaders and networked with other local elected officials.

January 21, 2026: The Mayor and Councilman Dingle attended the Municipal Elected Officials Training in Columbia. Councilman Dingle completed Session A of the MEO Training, and the Mayor completed the Advanced Public Safety Course.

January 23, 2026: The Mayor spent a full day on traffic patrol with Officer Hobart, gaining firsthand insight into the responsibilities officers manage during a shift. He also

plans to join the DUI unit for a night shift to further understand the challenges they encounter.

January 28, 2026: The Mayor attended a meeting with the Moncks Corner Business Connection Group to discuss upcoming initiatives and plans for the Town.

January 31, 2026: The Mayor noted that Moncks Corner experienced snowfall and expressed appreciation to the Public Services Department, MCPD, MCFD, Berkeley County, and SCDOT for their teamwork in keeping the community safe.

February 6, 2026: The Mayor reported a concerning incident in which a child was struck by a car while walking in the crosswalk at Moncks Corner Elementary. He visited the child and his mother at their home and spent time with them, leaving a small gift. He emphasized the importance of staying alert in school zones and avoiding distracted driving.

February 11, 2026: The Mayor joined Libya Rentz, Susan Gilmore, and Matt Fluharty at SCCU, where they received a \$1,100 donation for the Miracle League. He noted SCCU's continued dedication as volunteers and supporters of the program.

February 13, 2026: The Mayor participated in the Valentine's luncheon at Pruitt Health with MCPD. They served lunches and spent time with the senior citizens, and shared treats to brighten their day.

#### Upcoming Events

- "Let the Shenanigans Begin" – Saturday, March 7th, from 12–3 p.m. on Main Street
- Moncks Corner Farmer's Market – Thursdays, April 2nd through November 12th, from 3–7 p.m. at the Market Pavilion
- "Music on Main" – Mondays, April 6, 13, 20, and 27 at Unity Park from 6–8 p.m.
- "Pickin' in the Corner" – Sponsored by the Town of Moncks Corner and Collector's Corner - Saturday, April 11th, from 10 a.m.–3 p.m. on Main Street

### 3. **Administrator's Report:** Jeffrey V. Lord

Administrator Lord updated Council on the Lacey Park project. He reported that the project has gone out to bid. Bids are due March 9<sup>th</sup>.

Introduction: Fire Chief Jackson introduced new Firefighter Johnovan Barker. He comes to us from the Williamsburg Fire Service and serves in the Army National Guards and as an instructor with the SC Fire Academy.

## NEW BUSINESS

### 4. **Resolution:** Safety Action Plan

Administrator Lord explained that the Resolution is a commitment by the Town with a goal of zero traffic fatalities and serious injuries by the year 2040. The Town is applying for a US DOT Safe Streets and Roads for All (SS4A) grant to help with funding. The Town will hold a series of public meetings, actively involving residents, businesses, and stakeholders in the planning and implementation process to ensure the plan reflects community needs and priorities. A public meeting is scheduled for tomorrow in the Council Chambers.

Motion was made by Mayor Pro-Tem Dennis to approve. Motion was seconded by Council Member Sweatman and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**5. Consideration:** Engineering Proposal for Marking Parking Spaces on Main Street

Administrator Lord reported that the SCDOT permit for this project remains under review. SCDOT has formally commented that they will require signed and stamped sight-distance exhibits, and we anticipate that adding more detail to the sheets will help move the approval forward.

The proposal from Stantec for engineering and permitting services for the Main Street marking project totals \$6,500.

Motion was made by Council Member Law to approve. Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**6. Consideration:** Engineering Proposal for Upgrade of California Branch Crossing at Main Street

Administrator Lord reported the "minibus" act (H.R.6938 - Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026) was signed into law on 1/23/26. In the law, the Town was appropriated \$1.678 million for our Main Street culvert upgrade project. This is about half of what we need. We will apply to RIA for the rest.

To prepare for the RIA application in the Fall, we need to begin the engineering and permitting process now. Seamon Whiteside was selected as our on-call engineer for civil projects. Their proposal includes engineering, permitting, bid and construction management for the upgrade of California Branch crossing at Main Street in the amount of \$231,500.

Motion was made by Council Member Law to approve. Motion was seconded by Council Member Sweatman and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**7. Consideration:** Winter Street Drainage Improvements Contract

Bids were solicited January 5, 2026 and received on February 4, 2026. Ten bids were received, with W.E. Davis Construction being the low bid at \$691,075.62. There were two other bids within \$30,000. The engineer reviewed the bid and company, and there is no indication that there are performance concerns.

Funding for the project will come from a RIA Grant in the amount of \$1,205,970 and CTC in the amount of \$422,867. **This leaves \$876,862 available for change orders.**

Administrator Lord recommended awarding the low bid of \$691,075.62 to W.E. Davis Construction for the Winter Street Drainage Improvements. He also recommended authorizing staff to approve any change orders that either reduce the project cost or do not increase it beyond the total grant funding available.

Motion was made by Council Member Law to approve. Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**8. Consideration:** Heatley Street Parking Intergovernmental Agreement

The Intergovernmental Agreement between the Town of Moncks Corner, Berkeley County, and the Berkeley County School District provides for the shared use of adjoining properties to develop, operate, and maintain a public parking facility. The purpose of the agreement is to expand public parking in the downtown area in support of governmental operations, School District needs, and community activities.

The parking area will be open for general public use during designated hours. The agreement carries an initial term of twenty (20) years and will automatically renew in ten-year increments unless a party chooses not to renew or the agreement is otherwise terminated in accordance with its terms.

Motion was made by Council Member Sweatman to approve. Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**9. Consideration:** Intergovernmental Easement Agreement - Dr. William Lacey Memorial Park

Berkeley County owns Tax Map Parcel #142-06-04-030, which is adjacent to Town-owned property identified as Tax Map Parcel #142-06-04-029. The Town is seeking a perpetual, non-exclusive access easement over a defined portion of the County's property to support access and parking-related improvements for Dr. William Lacey Memorial Park.

The easement will allow the Town to:

- Construct and maintain access drives and parking improvements
- Improve public access to the park
- Support recreational use of the facility
- Enhance overall functionality and safety of the site

This agreement formalizes the Town's legal right to improve and maintain access and parking infrastructure that directly supports Dr. William Lacey Memorial Park.

Staff request Council's approval of the Intergovernmental Easement Agreement with Berkeley County and authorize the Mayor to execute the agreement on behalf of the Town.

Motion was made by Council Member Sweatman to approve. Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**10. Consideration:** Town Hall and Fire Station 1 CM@R Construction Manager Pre-Construction Services

Administrator Lord explained that under the Construction Manager at Risk process, the Town selects a construction manager early in the project to provide preconstruction services during the design phase. These services include cost estimating, constructability reviews, scheduling, and value engineering to help control costs and reduce risk. Approval of this item authorizes the selected firm to provide preconstruction services only. A separate contract for construction services, including establishment of a Guaranteed Maximum Price (GMP), will be brought forward for Council consideration once design is complete.

Bids were solicited on May 13, 2025, and received on June 3, 2025. Staff reviewed and scored the five submittals received.

Staff recommendation is to engage Edifice Construction and requested they prepare a proposal for this project on July 9, 2025. Since then, changes in the scope of the project (adding the new Townhall site) have made it necessary for us to wait till now to present their proposal.

Their proposal is broken into two, one for public safety functions and one for everything else to accommodate grant requirements. The first is \$12,956 for Public Safety and then \$32,383 for all other areas, for a total of \$45,339.

Motion was made by Council Member Sweatman to approve. Motion was seconded by Council Member Law and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**11. First Reading:** Consider a Development Agreement (DA-25-02) request for four (4) parcels (162-02-00-017, 162-02-00-019, 162-00-01-020, 162-00-01-029) and a portion of one (1) parcel (162-02-00-015), totaling 96.01 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, single-family attached (townhomes) dwelling units, civic space, and commercial development.

During discussion, Council members raised concerns about traffic impacts on U.S. Highway 52, the amount of commercial development needed to support the Town's tax base, and the lack of detailed information provided in advance, despite guidance given to the developer in September.

The Community Development Director explained that Council was only being asked to consider the framework of the Development Agreement and that it was not binding at this stage. He noted that the proposal would return for second reading.

The Mayor stated that the developer must provide a clear outline of the scale of development before second reading. He also expressed concerns about the number of town homes approved in past projects and emphasized the importance of working with developers to ensure community benefits. He noted that while impact fees support public safety, sanitation, recreation, and traffic needs, developments built without Town input could increase financial burdens and potentially require tax increases.

Council Member Sweatman said he supports growth but needs clarity on what he is voting on. He expressed frustration that the developer had not provided the detailed information previously requested. Council Member Ware noted concerns about the number of ongoing developments and the lack of visible impacts to date.

Council Member Sweatman asked whether the Town would still share responsibility for fire and police response if the development were not approved. Administrator Lord confirmed that mutual aid agreements would still apply.

Council Member Ware made a motion to deny. There was no second.

Council Member Sweatman moved to approve the request, noting his expectation that more definitive information be provided prior to second reading. Motion was seconded by Mayor Pro-Tem Dennis.

Council Member Lloyd asked that Council receive the requested information at least one week prior to the next meeting to allow adequate time for review. Director Westbrook responded that he would relay this request to the developer and make every effort to have the information available.

A roll call vote was recorded as follows:

Council Member Law – Yes

Council Member Lloyd – Yes

Mayor Pro-Tem Dennis – Yes

Mayor Hamilton – Yes

Council Member Sweatman – Yes

Council Member Dingle – Yes

Council Member Ware - No

The motion was approved by majority vote.

- 12. First Reading:** Consider a Development Agreement (DA-25-01) request for one (1) parcel (162-00-01-017) totaling 31.3 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, commercial development, and dedicated civic recreation space.

Council Member Law recused himself from discussion on this matter due to a staff conflict with the property owner.

Community Development Director provided Council with a brief overview of the development. This was heard back in August, 2025. Second reading and public hearing on this along with the Planned Development will be heard before Council in March.

Staff recommended that the developer go back to the Planning Commission for architectural standards. This will be heard before the Planning Commission next week.

The Developer Wofford Stribling spoke and stated that the project will have approximately 26,000 sq. ft of commercial and have committed approximately \$2,000,000 of public infrastructure dedicated over a civic space.

Council Member Ware asked if the entire back of the property is a floodway? The developer responded yes. He added that they are coordinating the storm water plans with FEMA, SCDOT, the County and are working closely with their engineers LJA & Associates who have done extensive floodway work and are very familiar with the process. Council Member Ware expressed concerns of adding more development in the floodway.

Motion was made by Mayor Pro-Tem Dennis to approve. Motion was seconded by Council Member Sweatman and approved by majority vote.

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Lloyd, Council Member Sweatman

Voting Nay: Council Member Ware

- 13. First Reading:** Consider a Text Amendment (TA-25-01) request to amend Article 7-13 (Architectural Standards) of the Town Zoning Ordinance to modify exterior building material standards.

The amendment seeks to modify exterior building material standards within the Architectural Standards section.

The Mayor expressed concerns about lowering the existing architectural standards and emphasized the importance of preserving the Town's visual character.

Council Member Law highlighted the financial impact of the current requirements on small businesses, noting that not approving the amendment could continue to limit affordability for new construction and renovations.

Additional discussion included concerns regarding setback requirements, appropriate locations for metal buildings, overall building appearance, and whether certain architectural features, such as facades, should be required to maintain consistency with surrounding development.

Council Member Sweatman made a motion to table this ordinance to receive more information. Motion was seconded by Council Member Law and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

## **OLD BUSINESS**

- 14. Old Business:** There is no old business to be brought before Council.

**PUBLIC INPUT:**

Art Nichols, 250 Oakley Road, Moncks Corner, addressed the Council regarding ongoing concerns related to wetlands and drainage issues on his property following the completion of Foxbank Development. He noted that these problems have persisted for some time.

Mayor Hamilton recommended that Mr. Nichols schedule an appointment with the Community Development Director to explore potential solutions and determine whether the Town can assist in resolving the matter.

Sharon Daniels of 902 Whitesville Road, Moncks Corner expressed concerns of traffic flow, participants and pedestrian safety and the lack of respect during the Dr. Martin Luther King Jr. parade. Mayor Hamilton recommended Mrs. Daniels speak with Police Chief Richardson to discuss improvements for next year's parade.

**EXECUTIVE SESSION:**

Motion was made by Mayor Pro-Tem Dennis to go into executive session to discuss the following:

- Contractual matters related to the purchase of property.
- Receipt of Legal Advice related to proposed changes to the Zoning Ordinance.
- Discuss Planning Commission Appointments.

Motion was seconded by Council Member Lloyd and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**Out of Executive Session and Reconvene to the Regular Meeting:**

Motion was made by Council Member Law to come out of executive session and reconvene to the regular meeting. Motion was seconded by Council Member Sweatman and approved unanimously as follows.

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

Mayor Hamilton announced that there was no action taken during executive session.

**15. Planning Commission Appointments:**

Motion was made by Council Member Lloyd to appoint the following to serve a four-year term on the Planning Commission:

- Chicora Johnson
- Jeff Roper
- Tory Liferidge

Motion was seconded by Mayor Pro-Tem Dennis and approved unanimously as follows.

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**ADJOURNMENT**

Motion was made by Council Member Law and seconded by Council Member Lloyd to adjourn the regular meeting of Council. Motion was approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Lloyd, Council Member Law, Council Member Sweatman, Council Member Ware

The meeting was adjourned at 8:25 p.m.

A copy of this meeting's agenda was e-mailed to the Post and Courier, The Berkeley Independent, Live 5 News, Channel 4, Channel 2, and The News Journal Scene. The agenda was posted on the Municipal Complex bulletin board and the Town Website at least 24 hours prior to the meeting.

Minutes Approved and Adopted:

\_\_\_\_\_  
Marilyn M. Baker/Clerk to Council

March 17, 2026  
DATE



*The Lowcountry's Hometown*

**TOWN OF MONCKS CORNER  
FINANCE REPORT  
PERIOD ENDING FEBRUARY 28, 2026**

**CASH ON HAND - OPERATING BANK ACCOUNT**

General Fund - 10	\$	177,092,651
Designated Funds:		
Abatements & Improvements Fund - 82		(3,534)
Capital Improvements Fund -84		1,849,197
Tree Mitigation Fund - 72		16,596
State Accommodations Tax Fund -15		63,785
Victims Advocate Fund - 17		44,347
		<hr/>
<b>TOTAL</b>	<b>\$</b>	<b>179,063,041</b>

**GENERAL FUND YEAR TO DATE REVENUES & EXPENDITURES**

Revenues	\$	10,077,678
Expenditures		<hr/> 8,776,965
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$</b>	<b>1,300,712</b>

**RESTRICTED FUNDS - OTHER BANK ACCOUNTS**

1% Fire Fund - 20	34,248
Bond Sinking Fund - 80	493,408
Corner Renaissance Fund - 79	351,579
CRC Debt Service Fund - 83	64,205
Local Tax Fund - 81	2,022,863
Narcotics Fund - 30 (\$7,755 Restricted)	12,366
Stormwater Utilities Fund - 62	<hr/> 470,751
<b>TOTAL</b>	<b>\$ 3,449,420</b>

Item 5.

10 -GENERAL FUND

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUES</b>							
<b>LICENSE/PERMITS</b>							
10-3000.0101 BUSINESS LICENSE	4,400,000	144,733.32	307,037.59	307,636.46	0.00	4,092,962.41	6.98
10-3000.0102 BUSINESS LICENSE PENALTY	28,000	0.00	31,325.13	6,038.50	0.00	( 3,325.13)	111.88
10-3000.0103 BUILDING PERMITS	812,458	76,592.00	246,160.00	330,317.50	0.00	566,298.00	30.30
10-3000.0104 MISCELLANEOUS PERMITS	500	10.00	80.00	100.00	0.00	420.00	16.00
10-3000.0105 PLAN REVIEW	486,455	34,490.00	109,893.50	168,200.30	0.00	376,561.50	22.59
10-3000.0106 INSPECTION FEE RECEIPTS	8,000	9,900.00	38,120.00	53,956.23	0.00	( 30,120.00)	476.50
10-3000.0107 ZONING RECEIPTS	<u>5,750</u>	<u>0.00</u>	<u>790.16</u>	<u>625.00</u>	<u>0.00</u>	<u>4,959.84</u>	<u>13.74</u>
TOTAL LICENSE/PERMITS	5,741,163	265,725.32	733,406.38	866,873.99	0.00	5,007,756.62	12.77
<b>INTEREST EARNED</b>							
10-3000.0203 INTEREST EARNED	<u>175,000</u>	<u>26,794.11</u>	<u>128,671.34</u>	<u>145,781.86</u>	<u>0.00</u>	<u>46,328.66</u>	<u>73.53</u>
TOTAL INTEREST EARNED	175,000	26,794.11	128,671.34	145,781.86	0.00	46,328.66	73.53
<b>REVENUE/RECEIPTS</b>							
10-3000.0305 SANITATION FEES	0	0.00	2,135.96	898,622.03	0.00	( 2,135.96)	0.00
10-3000.0306 ROLL CART FEES	0	0.00	960.00	28,000.00	0.00	( 960.00)	0.00
10-3000.0307 RECREATION	155,600	5,450.00	110,603.09	107,760.00	0.00	44,996.91	71.08
10-3000.0308 SPONSORSHIPS	35,000	5,560.00	6,710.00	14,780.00	0.00	28,290.00	19.17
10-3000.0309 CONCESSION RECEIPTS	135,000	0.00	38,865.48	40,590.70	0.00	96,134.52	28.79
10-3000.0310 CLASS / CAMP RECEIPTS	32,000	2,695.00	12,705.00	6,335.00	0.00	19,295.00	39.70
10-3000.0313 FACILITIES RENTAL	42,000	2,450.00	8,250.00	18,500.00	0.00	33,750.00	19.64
10-3000.0315 PD SUMMER CAMP	13,000	0.00	0.00	0.00	0.00	13,000.00	0.00
10-3000.0316 VENDOR / ENTRY FEES	10,000	2,970.00	9,195.00	1,995.00	0.00	805.00	91.95
10-3000.0317 RETAIL SALES	4,000	41.00	884.00	105.00	0.00	3,116.00	22.10
10-3000.0318 LPR GRANT BCSD	0	0.00	0.00	49,625.00	0.00	0.00	0.00
10-3000.0321 ADMISSIONS	37,000	0.00	8,874.00	7,467.00	0.00	28,126.00	23.98
10-3000.0324 MIRACLE LEAGUE/SPONSR/DONA	25,000	0.00	0.00	250.00	0.00	25,000.00	0.00
10-3000.0325 SPECIAL EVENT RECEIPTS	10,000	0.00	600.00	1,755.00	0.00	9,400.00	6.00
10-3000.0326 SPECIAL EVENTS PERMIT	300	0.00	0.00	0.00	0.00	300.00	0.00
10-3000.0350 FIRST RESPONSE & RESCUE FE	28,000	2,000.80	10,954.20	11,170.03	0.00	17,045.80	39.12
10-3000.0399 LOST REVENUES	<u>1,836,000</u>	<u>176,411.38</u>	<u>623,136.78</u>	<u>521,172.97</u>	<u>0.00</u>	<u>1,212,863.22</u>	<u>33.94</u>
TOTAL REVENUE/RECEIPTS	2,362,900	197,578.18	833,873.51	1,708,127.73	0.00	1,529,026.49	35.29
<b>TAX REVENUES</b>							
10-3000.0401 LOST FUNDS-PROP RELIEF TAX	1,533,600	189,314.98	683,180.96	625,457.99	0.00	850,419.04	44.55
10-3000.0402 CURRENT TAXES	6,929,848	97,958.29	6,669,240.67	5,665,690.95	0.00	260,607.33	96.24
10-3000.0403 CURRENT TAX PENALTIES	8,000	4,140.19	4,140.19	3,274.09	0.00	3,859.81	51.75
10-3000.0404 PRIOR YEAR TAXES	40,000	( 312.05)	64,621.84	17,209.69	0.00	( 24,621.84)	161.55
10-3000.0405 PRIOR YEAR TAX PENALTIES	10,000	0.00	1,113.49	4,992.65	0.00	8,886.51	11.13
10-3000.0406 FEDERAL HOUSING IN LIEU OF	0	0.00	0.00	10,682.67	0.00	0.00	0.00
10-3000.0408 AID TO SUBDIVISIONS	360,442	0.00	90,110.58	85,819.60	0.00	270,331.42	25.00
10-3000.0409 HOMESTEAD REIMBURSEMENT	88,494	0.00	0.00	0.00	0.00	88,494.00	0.00
10-3000.0411 INVENTORY TAX	43,574	0.00	21,787.08	21,787.08	0.00	21,786.92	50.00
10-3000.0414 ALCOHOL PERMITS	<u>30,000</u>	<u>0.00</u>	<u>0.00</u>	<u>750.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>0.00</u>
TOTAL TAX REVENUES	9,043,958	291,101.41	7,534,194.81	6,435,664.72	0.00	1,509,763.19	83.31

Item 5.

10 -GENERAL FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>PENALTIES/FINES</b>							
10-3000.0501 CRIMINAL & TRAFFIC FINES	100,000	12,588.37	46,420.93	36,118.73	0.00	53,579.07	46.42
TOTAL PENALTIES/FINES	100,000	12,588.37	46,420.93	36,118.73	0.00	53,579.07	46.42
<b>FRANCHISE FEES</b>							
10-3000.0602 SANTEE COOPER FF	340,000	0.00	97,186.91	77,529.88	0.00	242,813.09	28.58
10-3000.0603 BERK ELE CO-OP FRANCHISE	525,000	0.00	151,604.46	128,418.73	0.00	373,395.54	28.88
10-3000.0604 BERK CABLE TELE FRANCHISE	500	0.00	187.26	0.00	0.00	312.74	37.45
10-3000.0605 DOMINION ENERGY FRANCHISE	84,000	0.00	0.00	0.00	0.00	84,000.00	0.00
10-3000.0606 COMCAST FRANCHISE FEES	2,000	1,010.20	1,921.16	1,021.44	0.00	78.84	96.06
TOTAL FRANCHISE FEES	951,500	1,010.20	250,899.79	206,970.05	0.00	700,600.21	26.37
<b>GRANTS</b>							
10-3000.0804 BERKELEY CO SCHOOLS SRO GR	407,481	0.00	0.00	0.00	0.00	407,481.00	0.00
10-3000.0805 SC DEPT OF EDUCATION SRO G	212,784	0.00	57,614.90	39,803.82	0.00	155,169.10	27.08
10-3000.0806 PD BERK CO SCHOOL DISTRICT	60,000	11,029.47	57,562.05	43,772.91	0.00	2,437.95	95.94
10-3000.0808 FEMA GRANT REVENUES	450,725	0.00	0.00	0.00	0.00	450,725.00	0.00
10-3000.0810 MASC GRANT REVENUES	0	0.00	28,549.50	0.00	0.00	( 28,549.50)	0.00
10-3000.0811 JAG GRANT REVENUES	0	0.00	0.00	3,060.00	0.00	0.00	0.00
10-3000.0816 AgSOUTH FARM CREDIT GRANT	0	0.00	0.00	0.00	0.00	0.00	0.00
10-3000.0817 HWY SAFETY TRAFFIC GRANT	120,233	0.00	64,118.00	20,011.00	0.00	56,115.00	53.33
10-3000.0822 A-TAX GRANT AWARD FUNDS	25,000	0.00	25,000.00	25,000.00	0.00	0.00	100.00
10-3000.0823 SJCA SRO FUNDING	0	0.00	0.00	0.00	0.00	0.00	0.00
10-3000.0824 SCRED GRANT	10,000	0.00	0.00	2,561.68	0.00	10,000.00	0.00
10-3000.0825 FOXBANK DEVELOP- BOND	190,000	161,439.05	161,439.05	0.00	0.00	28,560.95	84.97
TOTAL GRANTS	1,476,223	172,468.52	394,283.50	134,209.41	0.00	1,081,939.50	26.71
<b>MISCELLANEOUS</b>							
10-3000.0901 SALE OF EQUIPMENT	10,000	2,800.00	35,320.00	13,802.00	0.00	( 25,320.00)	353.20
10-3000.0902 SALE OF DOCUMENTS	3,000	134.81	1,696.30	1,552.37	0.00	1,303.70	56.54
10-3000.0903 MISCELLANEOUS INCOME	50,000	9,789.38	27,406.70	54,497.85	0.00	22,593.30	54.81
10-3000.0904 FEMA DISASTER RECEIPTS	30,000	0.00	72,480.42	1,139.51	0.00	( 42,480.42)	241.60
10-3000.0905 INSURANCE RECEIPTS	35,000	4,616.65	18,083.87	28,088.16	0.00	16,916.13	51.67
10-3000.0907 POLICE DISCRETIONARY	100	0.00	0.00	0.00	0.00	100.00	0.00
10-3000.0908 FIRE DISCRETIONARY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	128,100	17,340.84	154,987.29	99,079.89	0.00	( 26,887.29)	120.99
<b>DONATIONS</b>							
10-3000.1101 DONATIONS	0	0.00	100.00	0.00	0.00	( 100.00)	0.00
10-3000.1102 COMMUNITY OUTREACH DONATIO	0	0.00	0.00	0.00	0.00	0.00	0.00
10-3000.1104 DONATIONS - FIRE DEPT	0	300.00	840.00	0.00	( 447.64)	( 392.36)	0.00
TOTAL DONATIONS	0	300.00	940.00	0.00	( 447.64)	( 492.36)	0.00
<b>OTHER FINANCING SOURCES</b>							
10-3000.1201 TRANSFER FROM LOCAL TAX FUN	2,340,000	0.00	0.00	0.00	0.00	2,340,000.00	0.00
10-3000.1210 TRANSFER IN -SC ACCOMM TAX	32,300	0.00	0.00	0.00	0.00	32,300.00	0.00
10-3000.1215 TRANSFER IN - STROMWATER F	102,845	0.00	0.00	0.00	0.00	102,845.00	0.00
10-3000.1225 BOND / LOAN PROCEEDS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES	2,475,145	0.00	0.00	0.00	0.00	2,475,145.00	0.00

CITY OF MONCKS CORNER  
REVENUE AND EXPENSE - BUDGET vs ACTUAL  
AS OF: FEBRUARY 28TH, 2026

Item 5.

10 -GENERAL FUND  
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
TOTAL REVENUES	22,453,989	984,906.95	10,077,677.55	9,632,826.38 (	447.64)	12,376,759.09	44.88

Item 5.

10 -GENERAL FUND  
 ADMINISTRATION DEPT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>EXPENDITURES</b>							
<b>PERSONNEL</b>							
10-4120.0101 SALARIES & WAGES	719,876	54,216.24	288,349.61	261,616.70	0.00	431,526.39	40.06
10-4120.0102 SOCIAL SECURITY/MEDICARE	55,501	4,065.88	21,688.99	19,592.88	0.00	33,812.01	39.08
10-4120.0103 REGULAR STATE RETIREMENT	133,795	10,211.36	51,869.68	55,118.83	0.00	81,925.32	38.77
10-4120.0104 OVERTIME - ADMINISTRATION	5,500	81.60	524.52	884.18	0.00	4,975.48	9.54
10-4120.0105 HEALTH INSURANCE	179,441	14,438.00	71,983.08	65,402.72	0.00	107,457.92	40.12
10-4120.0106 SC EMPLOYMENT SEC COMM	6,000	0.00	0.00	0.00	0.00	6,000.00	0.00
10-4120.0107 WORKMEN'S COMPENSATION	483,307	85,783.25	171,566.50	151,348.00	0.00	311,740.50	35.50
10-4120.0108 PHYSICAL EXAMS	300	0.00	0.00	100.00	0.00	300.00	0.00
10-4120.0109 OTHER POSTEMPLOYMENT BENEF	7,544	0.00	7,100.00	1,060.00	0.00	444.00	94.11
10-4120.0110 EMERGENCY PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4120.0111 DEFERRED COMP EMPLR MATCH	20,500	1,458.79	8,808.35	7,451.29	0.00	11,691.65	42.97
10-4120.0112 ARPA PREMIUM PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4120.0113 SAFETY/WELLNESS INCENTIVE	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PERSONNEL</b>	<b>1,611,764</b>	<b>170,255.12</b>	<b>621,890.73</b>	<b>562,574.60</b>	<b>0.00</b>	<b>989,873.27</b>	<b>38.58</b>
<b>CONTRACTUAL SERVICES</b>							
10-4120.0200 COST OF ISSUANCE	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4120.0201 LEGAL SERVICES	75,000	13,457.50	46,764.83	24,510.00	0.00	28,235.17	62.35
10-4120.0202 AUDIT SERVICES	45,075	10,966.67	27,066.67	17,732.00	0.00	18,008.33	60.05
10-4120.0203 CODIFICATION	15,000	0.00	314.75	0.00	0.00	14,685.25	2.10
10-4120.0204 PROFESSIONAL SERVICES	55,000	149.00	26,376.75	1,959.70	0.00	28,623.25	47.96
10-4120.0206 TAX INCREMENTS	101,206	0.00	0.00	0.00	0.00	101,206.00	0.00
<b>TOTAL CONTRACTUAL SERVICES</b>	<b>291,281</b>	<b>24,573.17</b>	<b>100,523.00</b>	<b>44,201.70</b>	<b>0.00</b>	<b>190,758.00</b>	<b>34.51</b>
<b>TRAVEL/EDUCATION</b>							
10-4120.0401 PROFESSIONAL DEVELOPMENT	27,790	1,753.70	5,383.40	1,263.48	0.00	22,406.60	19.37
10-4120.0402 OTHER MEETINGS	6,500	760.02	2,371.67	1,466.30	99.07	4,029.26	38.01
<b>TOTAL TRAVEL/EDUCATION</b>	<b>34,290</b>	<b>2,513.72</b>	<b>7,755.07</b>	<b>2,729.78</b>	<b>99.07</b>	<b>26,435.86</b>	<b>22.91</b>
<b>UTILITIES</b>							
10-4120.0501 UTILITIES	28,000	2,306.78	10,178.68	8,696.02	0.00	17,821.32	36.35
<b>TOTAL UTILITIES</b>	<b>28,000</b>	<b>2,306.78</b>	<b>10,178.68</b>	<b>8,696.02</b>	<b>0.00</b>	<b>17,821.32</b>	<b>36.35</b>
<b>MAINTENANCE</b>							
10-4120.0601 BUILDING MAINTENANCE	21,580	3,609.93	12,150.17	7,493.12	0.00	9,429.83	56.30
10-4120.0602 EQUIPMENT MAINTENANCE	10,100	255.80	4,006.90	3,287.03	0.00	6,093.10	39.67
<b>TOTAL MAINTENANCE</b>	<b>31,680</b>	<b>3,865.73</b>	<b>16,157.07</b>	<b>10,780.15</b>	<b>0.00</b>	<b>15,522.93</b>	<b>51.00</b>
<b>OPERATING</b>							
10-4120.0701 DUES/SUBSCRIPTIONS	13,034	150.00	6,439.46	9,411.86	0.00	6,594.54	49.41
10-4120.0702 ADVERTISING	18,000	113.00	549.56	15,155.37	0.00	17,450.44	3.05
10-4120.0703 POSTAGE	13,275	3,005.70	7,844.04	5,375.40	0.00	5,430.96	59.09
10-4120.0704 PRINTING	2,500	0.00	320.56	0.00	457.96	1,721.48	31.14
10-4120.0705 CAPITAL OUTLAY	40,000	112.00	37,989.72	0.00	0.00	2,010.28	94.97
10-4120.0706 LIABILITY INSURANCE	785,000	0.00	309,371.00	326,612.00	0.00	475,629.00	39.41

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

10 -GENERAL FUND  
 ADMINISTRATION DEPT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
10-4120.0708 SUPPLIES	15,000	657.31	6,458.05	3,843.03	879.39	7,662.56	48.92
10-4120.0709 TELEPHONE	28,000	2,231.77	11,275.06	12,542.37	0.00	16,724.94	40.27
10-4120.0713 VEHICLE	2,500	737.02	4,015.11	5,123.55	0.00	1,515.11	160.60
10-4120.0719 FUEL	1,500	83.52	297.16	160.75	0.00	1,202.84	19.81
10-4120.0750 INSURANCE CLAIMS	5,000	0.00	0.00	0.00	0.00	5,000.00	0.00
10-4120.0751 FEMA CLAIMS	2,100	2,027.55	2,027.55	0.00	0.00	72.45	96.55
10-4120.0755 RISK MANAGMENT IMPACT	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4120.0756 DEBT SERVICES - SOUTH STAT	285,803	0.00	0.00	0.00	0.00	285,803.00	0.00
TOTAL OPERATING	1,211,712	9,117.87	386,587.27	378,224.33	1,337.35	823,787.38	32.01
<b>FEES</b>							
10-4120.0901 SOL WASTE SCY FEE/BERK CTY	5,000	0.00	5,285.00	4,547.00	0.00	285.00	105.70
10-4120.0902 GIS CONSORTIUM	7,006	7,006.00	7,006.00	0.00	0.00	0.00	100.00
10-4120.0903 PROPERTY TAXES	12,000	0.00	21,248.00	11,312.00	0.00	9,248.00	177.07
TOTAL FEES	24,006	7,006.00	33,539.00	15,859.00	0.00	9,533.00	139.71
<b>MISCELLANEOUS</b>							
10-4120.1001 MISCELLANEOUS	25,000	3,118.07	17,401.46	7,196.81	0.00	7,598.54	69.61
10-4120.1002 CONTINGENCY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4120.1003 SALES TAX	10,500	29.71	6,281.03	1,797.33	0.00	4,218.97	59.82
10-4120.1004 PERSONNEL INCREASES	112,017	0.00	0.00	0.00	0.00	112,017.00	0.00
TOTAL MISCELLANEOUS	147,517	3,147.78	23,682.49	8,994.14	0.00	123,834.51	16.05
TOTAL EXPENDITURES	3,380,250	222,786.17	1,200,313.31	1,032,059.72	1,436.42	2,178,500.27	35.55
REVENUE OVER/(UNDER) EXPENDITURES	( 3,380,250)	( 222,786.17)	( 1,200,313.31)	( 1,032,059.72)	( 1,436.42)	( 2,178,500.27)	35.55

Item 5.

10 -GENERAL FUND  
 INFORMATION TECHNOLOGY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>EXPENDITURES</b>							
<b>PERSONNEL</b>							
10-4122.0101 SALARIES & WAGES	169,109	13,314.08	70,986.24	54,244.32	0.00	98,122.76	41.98
10-4122.0102 SOCIAL SECURITY/MEDICARE	12,940	979.06	5,233.18	4,198.30	0.00	7,706.82	40.44
10-4122.0103 REGULAR STATE RETIREMENT	31,164	2,471.08	12,262.07	11,161.90	0.00	18,901.93	39.35
10-4122.0104 OVERTIME - IT DEPT	0	0.00	0.00	39.66	0.00	0.00	0.00
10-4122.0105 HEALTH INSURANCE	40,276	3,367.02	16,530.46	13,619.90	0.00	23,745.54	41.04
10-4122.0110 EMERGENCY PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4122.0111 DEFERRED COMP EMPLR MATCH	10,000	364.00	2,001.58	1,997.38	0.00	7,998.42	20.02
10-4122.0112 ARPA PREMIUM PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PERSONNEL</b>	<b>263,489</b>	<b>20,495.24</b>	<b>107,013.53</b>	<b>85,261.46</b>	<b>0.00</b>	<b>156,475.47</b>	<b>40.61</b>
<b>TRAVEL/EDUCATION</b>							
10-4122.0401 PROFESSIONAL DEVELOPMENT	3,900	0.00	1,119.88	0.00	0.00	2,780.12	28.71
<b>TOTAL TRAVEL/EDUCATION</b>	<b>3,900</b>	<b>0.00</b>	<b>1,119.88</b>	<b>0.00</b>	<b>0.00</b>	<b>2,780.12</b>	<b>28.71</b>
<b>MAINTENANCE</b>							
10-4122.0602 EQUIPMENT & MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4122.0603 SMALL TOOLS	1,800	174.36	288.75	1,441.24	0.00	1,511.25	16.04
<b>TOTAL MAINTENANCE</b>	<b>1,800</b>	<b>174.36</b>	<b>288.75</b>	<b>1,441.24</b>	<b>0.00</b>	<b>1,511.25</b>	<b>16.04</b>
<b>OPERATING</b>							
10-4122.0701 DUES / SUBSCRIPTIONS	139,000	2,685.53	43,135.99	64,497.79	2,978.34	92,885.67	33.18
10-4122.0705 CAPITAL OUTLAY (IT)	55,000	0.00	54,445.34	44,295.20	(0.03)	554.69	98.99
10-4122.0708 SUPPLIES	1,200	21.79	622.73	691.57	0.00	577.27	51.89
10-4122.0709 TELEPHONE	1,400	161.07	902.61	616.01	0.00	497.39	64.47
10-4122.0712 COMPUTER EXPENSE	476,331	12,143.47	217,761.12	217,308.51	2,388.00	256,181.88	46.22
10-4122.0713 VEHICLE EXPENSE	3,600	29.98	1,104.83	563.96	0.00	2,495.17	30.69
10-4122.0719 FUEL	3,800	274.68	1,381.08	593.06	0.00	2,418.92	36.34
10-4122.0755 RISK MANAGMENT IMPACT	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4122.0761 CONTRACT LABOR	8,000	600.00	3,955.00	4,966.00	0.00	4,045.00	49.44
<b>TOTAL OPERATING</b>	<b>688,331</b>	<b>15,916.52</b>	<b>323,308.70</b>	<b>333,532.10</b>	<b>5,366.31</b>	<b>359,655.99</b>	<b>47.75</b>
<b>MISCELLANEOUS</b>							
10-4122.1001 MISCELLANEOUS	600	0.00	401.29	(13.40)	0.00	198.71	66.88
<b>TOTAL MISCELLANEOUS</b>	<b>600</b>	<b>0.00</b>	<b>401.29</b>	<b>(13.40)</b>	<b>0.00</b>	<b>198.71</b>	<b>66.88</b>
<b>TOTAL EXPENDITURES</b>	<b>958,120</b>	<b>36,586.12</b>	<b>432,132.15</b>	<b>420,221.40</b>	<b>5,366.31</b>	<b>520,621.54</b>	<b>45.66</b>
REVENUE OVER/(UNDER) EXPENDITURES	( 958,120)	( 36,586.12)	( 432,132.15)	( 420,221.40)	( 5,366.31)	( 520,621.54)	45.66

Item 5.

10 -GENERAL FUND  
 MUNICIPAL COURT DEPT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
10-4123.0101 SALARIES AND WAGES	168,726	12,716.94	66,680.49	56,034.88	0.00	102,045.51	39.52
10-4123.0102 SOCIAL SECURITY/MEDICARE	12,736	912.72	4,770.95	4,284.25	0.00	7,965.05	37.46
10-4123.0103 REGULAR RETIREMENT	30,670	2,366.40	12,193.88	11,362.17	0.00	18,476.12	39.76
10-4123.0104 OVERTIME	1,500	33.02	139.84	85.57	0.00	1,360.16	9.32
10-4123.0105 HEALTH INSURANCE	32,577	2,738.02	13,416.86	12,139.28	0.00	19,160.14	41.19
10-4123.0111 DEFERRED COMP EMPLR MATCH	5,460	411.12	2,160.10	1,292.83	0.00	3,299.90	39.56
10-4123.0112 ARPA PREMIUM PAY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL	251,669	19,178.22	99,362.12	85,198.98	0.00	152,306.88	39.48
<u>CONTRACTUAL SERVICES</u>							
10-4123.0204 PROFESSIONAL SERVICES	<u>29,500</u>	<u>0.00</u>	<u>2,035.00</u>	<u>5,500.00</u>	<u>0.00</u>	<u>27,465.00</u>	<u>6.90</u>
TOTAL CONTRACTUAL SERVICES	29,500	0.00	2,035.00	5,500.00	0.00	27,465.00	6.90
<u>TRAVEL/EDUCATION</u>							
10-4123.0401 PROFESSIONAL DEVELOPMENT	<u>4,500</u>	<u>0.00</u>	<u>72.00</u>	<u>50.00</u>	<u>0.00</u>	<u>4,428.00</u>	<u>1.60</u>
TOTAL TRAVEL/EDUCATION	4,500	0.00	72.00	50.00	0.00	4,428.00	1.60
<u>OPERATING</u>							
10-4123.0701 DUES AND SUBSCRIPTIONS	700	0.00	0.00	205.00	0.00	700.00	0.00
10-4123.0705 CAPITAL OUTLAY	0	0.00	0.00	7,504.55	0.00	0.00	0.00
10-4123.0708 SUPPLIES	3,000	62.00	1,101.82	295.34	21.04	1,877.14	37.43
10-4123.0709 TELEPHONE	3,500	366.25	1,845.91	830.74	0.00	1,654.09	52.74
10-4123.0755 RISK MANAGMENT IMPACT	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OPERATING	7,200	428.25	2,947.73	8,835.63	21.04	4,231.23	41.23
<u>MISCELLANEOUS</u>							
10-4123.1001 MISCELLANEOUS	<u>500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	500	0.00	0.00	0.00	0.00	500.00	0.00
TOTAL EXPENDITURES	<u>293,369</u>	<u>19,606.47</u>	<u>104,416.85</u>	<u>99,584.61</u>	<u>21.04</u>	<u>188,931.11</u>	<u>35.60</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 293,369)	( 19,606.47)	( 104,416.85)	( 99,584.61)	( 21.04)	( 188,931.11)	35.60



CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

10 -GENERAL FUND  
 COMMUNITY DEVELOPMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>MAIN STREET</u>							
10-4125.2001 PROFESSIONAL DEV - MAIN ST	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MAIN STREET	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>1,266,212</u>	<u>82,381.71</u>	<u>603,216.89</u>	<u>392,702.18</u>	<u>0.00</u>	<u>662,995.11</u>	<u>47.64</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 1,266,212)	( 82,381.71)	( 603,216.89)	( 392,702.18)	0.00	( 662,995.11)	47.64

Item 5.

10 -GENERAL FUND  
 POLICE DEPARTMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
10-4310.0101 SALARIES & WAGES	2,931,159	177,913.49	1,030,876.00	957,432.79	0.00	1,900,283.00	35.17
10-4310.0102 SOCIAL SECURITY/MEDICARE	235,018	16,329.58	87,798.57	77,904.91	0.00	147,219.43	37.36
10-4310.0103 LAW ENFORCEMENT RETIREMENT	647,032	45,961.79	240,097.99	238,040.84	0.00	406,934.01	37.11
10-4310.0104 OVERTIME WAGES - POLICE	80,000	26,603.52	109,992.27	57,004.09	0.00	( 29,992.27)	137.49
10-4310.0105 HEALTH INSURANCE	633,468	32,090.59	192,965.43	154,799.36	0.00	440,502.57	30.46
10-4310.0106 PD BCSD WAGES	45,000	10,216.25	53,686.25	43,222.50	0.00	( 8,686.25)	119.30
10-4310.0108 PHYSICAL EXAMS	6,000	554.00	3,526.00	2,959.57	0.00	2,474.00	58.77
10-4310.0110 EMERGENCY PAY	0	7,258.59	7,258.59	0.00	0.00	( 7,258.59)	0.00
10-4310.0111 DEFERRED COMP EMPLR MATCH	20,000	1,942.29	12,121.09	8,827.29	0.00	7,878.91	60.61
10-4310.0112 ARPA PREMIUM PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	4,597,677	318,870.10	1,738,322.19	1,540,191.35	0.00	2,859,354.81	37.81
<u>CONTRACTUAL SERVICES</u>							
10-4310.0201 LEGAL EXPENSE	49,200	4,860.00	24,860.00	19,400.00	0.00	24,340.00	50.53
TOTAL CONTRACTUAL SERVICES	49,200	4,860.00	24,860.00	19,400.00	0.00	24,340.00	50.53
<u>TRAVEL/EDUCATION</u>							
10-4310.0401 PROFESSIONAL DEVELOPMENT	85,082	3,412.50	19,959.98	11,132.68	789.33	64,332.69	24.39
TOTAL TRAVEL/EDUCATION	85,082	3,412.50	19,959.98	11,132.68	789.33	64,332.69	24.39
<u>UTILITIES</u>							
10-4310.0501 UTILITIES	13,000	1,261.14	6,245.44	6,389.54	0.00	6,754.56	48.04
TOTAL UTILITIES	13,000	1,261.14	6,245.44	6,389.54	0.00	6,754.56	48.04
<u>MAINTENANCE</u>							
10-4310.0602 EQUIPMENT/MAINTENANCE	142,230	1,207.30	120,408.21	268,289.79	18,431.74	3,390.05	97.62
10-4310.0603 BODY WORN CAMERA EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	142,230	1,207.30	120,408.21	268,289.79	18,431.74	3,390.05	97.62
<u>OPERATING</u>							
10-4310.0701 DUES/SUBSCRIPTIONS	4,500	185.67	7,555.99	1,838.75	0.00	( 3,055.99)	167.91
10-4310.0704 PRINTING	4,000	1,490.80	3,126.05	2,182.81	0.00	873.95	78.15
10-4310.0705 CAPITAL OUTLAY	1,052,829	57,820.32	724,584.28	19,978.61	56,731.27	271,513.45	74.21
10-4310.0708 SUPPLIES	19,901	1,741.16	9,933.89	3,289.71	185.09	9,782.02	50.85
10-4310.0709 TELEPHONE	60,000	5,748.28	26,832.36	19,409.15	257.60	32,910.04	45.15
10-4310.0713 VEHICLE	80,000	11,646.93	44,072.51	71,580.89	3,580.77	32,346.72	59.57
10-4310.0715 UNIFORM	55,000	6,654.15	33,543.41	10,975.56	1,111.56	20,345.03	63.01
10-4310.0716 POLICE SUPPLIES	69,000	845.63	22,740.06	13,765.40	2.53	46,257.41	32.96
10-4310.0718 DJJ	0	0.00	0.00	325.00	0.00	0.00	0.00
10-4310.0719 FUEL	120,000	6,988.22	38,982.10	19,062.98	0.00	81,017.90	32.49
10-4310.0720 CRIME SCENE SUPPLIES	10,000	280.64	1,819.80	856.78	0.00	8,180.20	18.20
10-4310.0725 SUMMER CAMP	13,000	0.00	0.00	0.00	4,834.39	8,165.61	37.19
10-4310.0728 COMMUNITY OUTREACH	7,500	320.11	1,322.65	1,016.60	153.20	6,024.15	19.68
10-4310.0750 INSURANCE CLAIMS	5,000	3,410.38	3,410.38	0.00	0.00	1,589.62	68.21
10-4310.0755 RISK MANAGEMENT IMPACT	0	0.00	12,023.78	0.00	0.00	( 12,023.78)	0.00
TOTAL OPERATING	1,500,730	97,132.29	929,947.26	164,282.24	66,856.41	503,926.33	66.42

CITY OF MONCK'S CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

10 -GENERAL FUND  
 POLICE DEPARTMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>MISCELLANEOUS</u>							
10-4310.1001 MISCELLANEOUS	<u>0</u>	<u>1,170.80</u>	<u>2,208.80</u>	<u>4,205.30</u>	<u>175.12</u> (	<u>2,383.92)</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	0	1,170.80	2,208.80	4,205.30	175.12 (	2,383.92)	0.00
<u>DONATIONS</u>							
10-4310.1100 DISCRETIONARY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL DONATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>6,387,919</u>	<u>427,914.13</u>	<u>2,841,951.88</u>	<u>2,013,890.90</u>	<u>86,252.60</u>	<u>3,459,714.52</u>	<u>45.84</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 6,387,919)	( 427,914.13)	( 2,841,951.88)	( 2,013,890.90)	( 86,252.60)	( 3,459,714.52)	45.84

Item 5.

10 -GENERAL FUND  
 SCHOOL RESOURCE DEPT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
10-4315.0101 SALARIES & WAGES	561,772	37,302.53	188,337.61	173,218.86	0.00	373,434.39	33.53
10-4315.0102 SOCIAL SECURITY/MEDICARE	43,140	3,595.33	16,912.40	14,263.84	0.00	26,227.60	39.20
10-4315.0103 LAW ENFORCEMENT RETIREMENT	118,726	10,366.57	48,463.83	44,538.43	0.00	70,262.17	40.82
10-4315.0104 OVERTIME WAGES	2,000	5,952.84	15,116.57	5,618.03	0.00	( 13,116.57)	755.83
10-4315.0105 HEALTH INSURANCE	149,879	11,131.02	44,795.78	32,041.02	0.00	105,083.22	29.89
10-4315.0107 WORKMEN'S COMPENSATION	3,364	0.00	0.00	0.00	0.00	3,364.00	0.00
10-4315.0108 PHYSICAL EXAMS	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4315.0110 EMERGENCY PAY	0	2,017.75	2,017.75	0.00	0.00	( 2,017.75)	0.00
10-4315.0111 DEFERRED COMP EMPLOY MATCH	2,000	261.28	1,078.04	1,901.28	0.00	921.96	53.90
10-4315.0112 ARPA PREMIUM PAY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL	880,881	70,627.32	316,721.98	271,581.46	0.00	564,159.02	35.96
<u>TRAVEL/EDUCATION</u>							
10-4315.0401 PROFESSIONAL DEVELOPMENT	<u>6,000</u>	<u>0.00</u>	<u>0.00</u>	<u>998.00</u>	<u>0.00</u>	<u>6,000.00</u>	<u>0.00</u>
TOTAL TRAVEL/EDUCATION	6,000	0.00	0.00	998.00	0.00	6,000.00	0.00
<u>MAINTENANCE</u>							
10-4315.0602 EQUIPMENT AND MAINTENANCE	<u>12,637</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,637.00</u>	<u>0.00</u>
TOTAL MAINTENANCE	12,637	0.00	0.00	0.00	0.00	12,637.00	0.00
<u>OPERATING</u>							
10-4315.0705 CAPITAL OUTLAY	223,606	0.00	107,796.00	0.00	0.00	115,810.00	48.21
10-4315.0713 VEHICLE	20,000	3,016.79	4,744.91	1,051.75	0.00	15,255.09	23.72
10-4315.0715 UNIFORM	3,500	0.00	0.00	318.43	0.00	3,500.00	0.00
10-4315.0719 FUEL	20,000	971.63	6,147.28	2,232.17	0.00	13,852.72	30.74
10-4315.0755 RISK MANAGEMENT IMPACT	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OPERATING	267,106	3,988.42	118,688.19	3,602.35	0.00	148,417.81	44.43
TOTAL EXPENDITURES	<u>1,166,624</u>	<u>74,615.74</u>	<u>435,410.17</u>	<u>276,181.81</u>	<u>0.00</u>	<u>731,213.83</u>	<u>37.32</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 1,166,624)	( 74,615.74)	( 435,410.17)	( 276,181.81)	0.00	( 731,213.83)	37.32

Item 5.

10 -GENERAL FUND  
 HWY SAFETY TRAFFIC GRANT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
10-4317.0101 SALARIES & WAGES	68,211	6,024.41	33,322.62	26,088.91	0.00	34,888.38	48.85
10-4317.0102 SOCIAL SECURITY / MEDICARE	5,162	567.99	2,926.11	1,955.93	0.00	2,235.89	56.69
10-4317.0103 LAW ENFORCEMENT RETIREMENT	14,204	1,631.47	7,911.82	6,204.01	0.00	6,292.18	55.70
10-4317.0104 OVERTIME WAGES	0	1,656.72	6,209.15	631.67	0.00	( 6,209.15)	0.00
10-4317.0105 HEALTH INSURANCE	23,127	1,734.84	8,506.52	7,721.06	0.00	14,620.48	36.78
10-4317.0107 WORKERS COMPENSATION	3,344	0.00	0.00	0.00	0.00	3,344.00	0.00
10-4317.0110 EMERGENCY PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4317.0111 DEFERRED COMP EMPLR MATCH	3,166	0.00	0.00	0.00	0.00	3,166.00	0.00
10-4317.0112 ARPA PREMIUM PAY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL	117,214	11,615.43	58,876.22	42,601.58	0.00	58,337.78	50.23
<u>TRAVEL/EDUCATION</u>							
10-4317.0401 TRAVEL	<u>22,200</u>	<u>186.99</u>	<u>765.95</u>	<u>622.82</u>	<u>0.00</u>	<u>21,434.05</u>	<u>3.45</u>
TOTAL TRAVEL/EDUCATION	22,200	186.99	765.95	622.82	0.00	21,434.05	3.45
<u>OPERATING</u>							
10-4317.0701 OTHER	7,190	0.00	0.00	0.00	0.00	7,190.00	0.00
10-4317.0705 EQUIPMENT / CAPITAL	0	2,937.55	2,937.55	0.00	0.00	( 2,937.55)	0.00
10-4317.0708 SUPPLIES	0	2,978.20	2,978.20	1,366.22	0.00	( 2,978.20)	0.00
10-4317.0755 RISK MANAGMENT IMPACT	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OPERATING	7,190	5,915.75	5,915.75	1,366.22	0.00	1,274.25	82.28
TOTAL EXPENDITURES	<u>146,604</u>	<u>17,718.17</u>	<u>65,557.92</u>	<u>44,590.62</u>	<u>0.00</u>	<u>81,046.08</u>	<u>44.72</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 146,604)	( 17,718.17)	( 65,557.92)	( 44,590.62)	0.00	( 81,046.08)	44.72

Item 5.

10 -GENERAL FUND  
 FIRE DEPARTMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>EXPENDITURES</b>							
<b>PERSONNEL</b>							
10-4340.0101 SALARIES & WAGES	1,754,446	133,091.01	702,910.17	635,831.91	0.00	1,051,535.83	40.06
10-4340.0102 SOCIAL SECURITY/MEDICARE	138,186	10,984.00	55,789.70	48,606.93	0.00	82,396.30	40.37
10-4340.0103 LAW ENFORCEMENT RETIREMENT	379,974	31,344.10	153,119.57	153,996.65	0.00	226,854.43	40.30
10-4340.0104 OVERTIME WAGES- FIRE DEPT	102,500	8,474.65	46,247.19	23,851.57	0.00	56,252.81	45.12
10-4340.0105 HEALTH INSURANCE	410,050	30,688.06	149,299.80	121,872.62	0.00	260,750.20	36.41
10-4340.0108 PHYSICAL/ VACCINE EXPENSE	16,736	1,374.00	12,652.00	4,445.00	0.00	4,084.00	75.60
10-4340.0110 EMERGENCY PAY	0	6,772.52	6,772.52	47.88	0.00	6,772.52	0.00
10-4340.0111 DEFERRED COMP EMPLR MATCH	23,265	1,275.04	5,914.33	5,707.93	0.00	17,350.67	25.42
10-4340.0112 PREMIUM PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	2,825,157	224,003.38	1,132,705.28	994,360.49	0.00	1,692,451.72	40.09
<b>TRAVEL/EDUCATION</b>							
10-4340.0401 PROFESSIONAL DEVELOPMENT	24,650	873.10	2,316.37	14,186.86	0.00	22,333.63	9.40
TOTAL TRAVEL/EDUCATION	24,650	873.10	2,316.37	14,186.86	0.00	22,333.63	9.40
<b>UTILITIES</b>							
10-4340.0501 UTILITIES	21,800	2,733.50	11,126.08	8,475.89	0.00	10,673.92	51.04
TOTAL UTILITIES	21,800	2,733.50	11,126.08	8,475.89	0.00	10,673.92	51.04
<b>MAINTENANCE</b>							
10-4340.0601 BUILDING MAINTENANCE	6,500	387.27	6,436.23	5,992.31	0.00	63.77	99.02
10-4340.0602 EQUIPMENT/MAINTENANCE	225,970	(34,198.80)	109,817.33	40,972.56	2,428.40	113,724.27	49.67
TOTAL MAINTENANCE	232,470	(33,811.53)	116,253.56	46,964.87	2,428.40	113,788.04	51.05
<b>OPERATING</b>							
10-4340.0701 DUES/SUBSCRIPTIONS	984	0.00	930.45	1,252.74	0.00	53.55	94.56
10-4340.0705 CAPITAL OUTLAY	106,660	7,648.31	85,775.12	1,875.00	0.00	20,884.88	80.42
10-4340.0707 LEASED EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4340.0708 OFFICE SUPPLIES	3,000	317.64	2,045.18	2,286.78	0.00	954.82	68.17
10-4340.0709 TELEPHONE	13,000	1,836.38	7,555.00	5,577.14	0.00	5,445.00	58.12
10-4340.0713 VEHICLE	74,900	2,279.08	39,838.32	48,527.66	214.47	34,847.21	53.48
10-4340.0715 UNIFORM	19,525	1,648.60	14,579.51	3,722.82	0.00	4,945.49	74.67
10-4340.0719 FUEL	30,000	1,203.59	6,784.48	3,634.31	0.00	23,215.52	22.61
10-4340.0720 MEDICAL SUPPLIES	15,000	0.00	7,428.31	5,966.05	0.00	7,571.69	49.52
10-4340.0721 FIRE HOUSE SUPPLIES	6,000	975.60	2,768.88	2,383.42	0.00	3,231.12	46.15
10-4340.0722 HAZMAT SUPPLIES	1,000	0.00	722.13	626.75	0.00	277.87	72.21
10-4340.0723 EMERGENCY PREP. SUPPLIES	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
10-4340.0725 FEMA GRANT FIRE DEPT	22,751	0.00	0.00	0.00	0.00	22,751.00	0.00
10-4340.0726 FEMA GRANT MATCH - SAFER G	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4340.0750 INSURANCE CLAIMS	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4340.0755 RISK MANAGEMENT IMPACT	0	0.00	4,999.41	0.00	0.00	4,999.41	0.00
10-4340.0760 CONTRACTUAL AGREEMENTS	311,000	0.00	0.00	0.00	0.00	311,000.00	0.00
TOTAL OPERATING	604,820	15,909.20	173,426.79	75,852.67	214.47	431,178.74	28.71

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

10 -GENERAL FUND  
 FIRE DEPARTMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>GRANT EXPENDITURES</u>							
10-4340.0808 FEMA GRANT EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4340.0815 FEMA GRANT MATCH	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4340.0820 FIREHOUSE SUBS GRANT EXPEN	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL GRANT EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>							
10-4340.1001 MISCELLANEOUS	1,000	0.00	984.74	339.00	0.00	15.26	98.47
10-4340.1005 FIRE DONATION EXPENSE	<u>0</u>	<u>0.00</u>	<u>312.53</u>	<u>0.00</u>	<u>0.00</u>	<u>( 312.53)</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	1,000	0.00	1,297.27	339.00	0.00	( 297.27)	129.73
<u>DONATIONS</u>							
10-4340.1100 DISCRETIONARY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL DONATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>EVENTS &amp; MARKETING</u>							
10-4340.2202 PUBLIC EDUCATION/FIRE PREV	<u>39,930</u>	<u>357.87</u>	<u>15,645.26</u>	<u>3,520.71</u>	<u>129.46</u>	<u>24,155.28</u>	<u>39.51</u>
TOTAL EVENTS & MARKETING	39,930	357.87	15,645.26	3,520.71	129.46	24,155.28	39.51
TOTAL EXPENDITURES	<u>3,749,827</u>	<u>210,065.52</u>	<u>1,452,770.61</u>	<u>1,143,700.49</u>	<u>2,772.33</u>	<u>2,294,284.06</u>	<u>38.82</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 3,749,827)	( 210,065.52)	( 1,452,770.61)	( 1,143,700.49)	( 2,772.33)	( 2,294,284.06)	38.82



Item 5.

10 -GENERAL FUND  
 PUBLIC SERVICE DEPARTMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>EXPENDITURES</b>							
<b>PERSONNEL</b>							
10-4450.0101 SALARIES & WAGES	718,227	43,399.12	224,347.98	228,367.82	0.00	493,879.02	31.24
10-4450.0102 SOCIAL SECURITY/MEDICARE	55,996	3,361.95	17,267.10	17,406.07	0.00	38,728.90	30.84
10-4450.0103 REGULAR STATE RETIREMENT	132,911	8,421.92	42,514.22	46,555.93	0.00	90,396.78	31.99
10-4450.0104 OVERTIME WAGES - PUBLIC SV	13,500	1,977.42	6,946.11	4,569.70	0.00	6,553.89	51.45
10-4450.0105 HEALTH INSURANCE	148,816	8,942.06	44,720.58	45,370.66	0.00	104,095.42	30.05
10-4450.0108 PHYSICAL EXAMS	1,000	0.00	239.00	585.00	0.00	761.00	23.90
10-4450.0110 EMERGENCY PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4450.0111 DEFERRED COMP EMPLR MATCH	13,000	1,049.49	5,856.82	4,687.95	0.00	7,143.18	45.05
10-4450.0112 ARPA PREMIUM PAY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL	1,083,450	67,151.96	341,891.81	347,543.13	0.00	741,558.19	31.56
<b>TRAVEL/EDUCATION</b>							
10-4450.0401 PROFESSIONAL DEVELOPMENT	<u>1,500</u>	<u>0.00</u>	<u>727.28</u>	<u>5,009.10</u>	<u>0.00</u>	<u>772.72</u>	<u>48.49</u>
TOTAL TRAVEL/EDUCATION	1,500	0.00	727.28	5,009.10	0.00	772.72	48.49
<b>MAINTENANCE</b>							
10-4450.0600 PARK MAINTENANCE	15,000	271.10	2,452.02	14,895.31	0.00	12,547.98	16.35
10-4450.0601 FACILITIES MAINTENANCE	130,400	33,618.23	109,423.69	44,948.42	0.01	20,976.30	83.91
10-4450.0602 EQUIPMENT/MAINTENANCE	30,400	953.09	9,486.26	11,562.00	3,570.93	17,342.81	42.95
10-4450.0603 SMALL TOOLS/EQUIPMENT	6,235	188.50	1,406.61	1,788.27	794.61	4,033.78	35.30
10-4450.0630 STREET, SIGN & ROAD MAINT.	16,000	0.00	4,311.56	1,017.90	0.00	11,688.44	26.95
10-4450.0631 STREET LIGHTING	369,150	31,242.16	155,197.01	139,550.36	0.00	213,952.99	42.04
10-4450.0636 FIELD MAINTENANCE	<u>40,000</u>	<u>97.20</u>	<u>7,832.82</u>	<u>8,986.41</u>	<u>420.63</u>	<u>31,746.55</u>	<u>20.63</u>
TOTAL MAINTENANCE	607,185	66,370.28	290,109.97	222,748.67	4,786.18	312,288.85	48.57
<b>OPERATING</b>							
10-4450.0705 CAPITAL OUTLAY	142,600	0.00	144,549.38	81,255.36	0.00	( 1,949.38)	101.37
10-4450.0707 LEASED EQUIPMENT	52,000	5,296.96	10,962.33	13,376.28	0.00	41,037.67	21.08
10-4450.0708 SUPPLIES	5,000	882.82	4,510.62	2,035.45	57.91	431.47	91.37
10-4450.0709 TELEPHONE	3,500	675.76	3,646.45	3,986.58	0.00	( 146.45)	104.18
10-4450.0713 VEHICLE	14,500	259.27	6,325.80	3,513.75	0.00	8,174.20	43.63
10-4450.0715 UNIFORM	10,000	739.78	2,956.68	3,102.78	0.00	7,043.32	29.57
10-4450.0719 FUEL	12,500	1,703.10	6,507.54	2,430.03	0.00	5,992.46	52.06
10-4450.0732 LANDSCAPING SUPPLIES	30,000	7,024.23	11,462.11	12,935.54	0.00	18,537.89	38.21
10-4450.0733 MISCELLANEOUS REPAIRS	2,000	0.00	0.00	376.26	0.00	2,000.00	0.00
10-4450.0755 RISK MANAGMENT IMPACT	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4450.0760 CONTRACT LABOR	35,277	5,064.84	24,144.33	1,647.20	0.00	11,132.67	68.44
10-4450.0761 CONTRACT LABOR - HWY 52	80,000	4,337.50	22,242.13	20,169.50	0.00	57,757.87	27.80
10-4450.0762 CONTRACTUAL SERV- DRAINAGE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OPERATING	387,377	25,984.26	237,307.37	144,828.73	57.91	150,011.72	61.28

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

10 -GENERAL FUND  
 PUBLIC SERVICE DEPARTMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>MISCELLANEOUS</u>							
10-4450.1001 MISCELLANEOUS	<u>3,000</u>	<u>0.00</u>	<u>2,538.67</u>	<u>7,134.68</u>	<u>0.00</u>	<u>461.33</u>	<u>84.62</u>
TOTAL MISCELLANEOUS	3,000	0.00	2,538.67	7,134.68	0.00	461.33	84.62
<hr/>							
TOTAL EXPENDITURES	<u>2,082,512</u>	<u>159,506.50</u>	<u>872,575.10</u>	<u>727,264.31</u>	<u>4,844.09</u>	<u>1,205,092.81</u>	<u>42.13</u>
<hr/>							
REVENUE OVER/ (UNDER) EXPENDITURES	( 2,082,512)	( 159,506.50)	( 872,575.10)	( 727,264.31)	( 4,844.09)	( 1,205,092.81)	42.13

Item 5.

10 -GENERAL FUND  
 PUBLIC SERV-STORMWATER

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
10-4452.0101 SALARIES & WAGES	0	0.00	2,056.79	61,348.34	0.00 (	2,056.79)	0.00
10-4452.0102 SOCIAL SECURITY / MEDICARE	0	0.00	148.80	4,623.56	0.00 (	148.80)	0.00
10-4452.0103 REGULAR STATE RETIREMENT	0	0.00	1,568.03	12,137.14	0.00 (	1,568.03)	0.00
10-4452.0104 OVERTIME	0	0.00	0.00	170.33	0.00	0.00	0.00
10-4452.0105 HEALTH INSURANCE	0	3,382.25	16,592.63	13,154.84	0.00 (	16,592.63)	0.00
10-4452.0108 PHYSICAL EXAMS	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4452.0110 EMERGENCY PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4452.0111 DEFERRED COMP EMPLR MATCH	0	0.00	443.79	2,713.58	0.00 (	443.79)	0.00
10-4452.0112 ARPA PREMIUM PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	0	3,382.25	20,810.04	94,147.79	0.00 (	20,810.04)	0.00
<u>TRAVEL/EDUCATION</u>							
10-4452.0401 PROFESSIONAL DEVELOPMENT	0	0.00	0.00	163.41	0.00	0.00	0.00
TOTAL TRAVEL/EDUCATION	0	0.00	0.00	163.41	0.00	0.00	0.00
<u>MAINTENANCE</u>							
10-4452.0602 EQUIPMENT & MAINTENANCE	0	0.00	113.33	4,889.42	0.00 (	113.33)	0.00
10-4452.0603 SMALL TOOLS / EQUIPMENT	0	0.00	0.00	186.22	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0.00	113.33	5,075.64	0.00 (	113.33)	0.00
<u>OPERATING</u>							
10-4452.0705 CAPITAL	0	0.00	0.00	14,061.00	0.00	0.00	0.00
10-4452.0708 SUPPLIES	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4452.0709 TELEPHONE	0	85.90	261.45	231.52	0.00 (	261.45)	0.00
10-4452.0713 VEHICLE	0	0.00	0.00	697.92	0.00	0.00	0.00
10-4452.0715 UNIFORM	0	0.00	0.00	1,407.98	0.00	0.00	0.00
10-4452.0719 FUEL	0	0.00	0.00	1,451.50	0.00	0.00	0.00
10-4452.0755 RISK MANAGEMENT IMPACT	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4452.0760 CONTRACT LABOR	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING	0	85.90	261.45	17,849.92	0.00 (	261.45)	0.00
TOTAL EXPENDITURES	0	3,468.15	21,184.82	117,236.76	0.00 (	21,184.82)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0 (	3,468.15)	( 21,184.82)	( 117,236.76)	0.00	21,184.82	0.00

Item 5.

10 -GENERAL FUND  
 PUBLIC SERV-SANITATION

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
10-4454.0101 SALARIES & WAGES	0	0.00	4,988.64	138,987.36	0.00 (	4,988.64)	0.00
10-4454.0102 SOCIAL SECURITY / MEDICARE	0	0.00	360.74	10,297.44	0.00 (	360.74)	0.00
10-4454.0103 REGULAR STATE RETIREMENT	0	0.00	3,305.06	28,694.15	0.00 (	3,305.06)	0.00
10-4454.0104 OVERTIME	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4454.0105 HEALTH INSURANCE	0	5,854.26	24,355.08	19,278.98	0.00 (	24,355.08)	0.00
10-4454.0108 PHYSICAL EXAMS	0	0.00	0.00	230.00	0.00	0.00	0.00
10-4454.0110 EMERGENCY PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4454.0111 DEFERRED COMP EMPLR MATCH	0	0.00	262.06	1,441.33	0.00 (	262.06)	0.00
10-4454.0112 ARPA PREMIUM PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	0	5,854.26	33,271.58	198,929.26	0.00 (	33,271.58)	0.00
<u>TRAVEL/EDUCATION</u>							
10-4454.0401 PROFESSIONAL DEVELOPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRAVEL/EDUCATION	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>MAINTENANCE</u>							
10-4454.0602 EQUIPMENT & MAINTENANCE	0	0.00	1,217.53	44,384.19	0.00 (	1,217.53)	0.00
10-4454.0603 SMALL TOOLS / EQUIPMENT	0	0.00	0.00	1,502.89	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0.00	1,217.53	45,887.08	0.00 (	1,217.53)	0.00
<u>OPERATING</u>							
10-4454.0702 ADVERTISING	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4454.0705 CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4454.0708 SUPPLIES	0	0.00	0.00	59.94	0.00	0.00	0.00
10-4454.0709 TELEPHONE	0	0.00	20.00	235.00	0.00 (	20.00)	0.00
10-4454.0713 VEHICLE	0	0.00	0.00	31,492.90	0.00	0.00	0.00
10-4454.0715 UNIFORM	0	0.00	0.00	3,671.35	0.00	0.00	0.00
10-4454.0719 FUEL	0	0.00	0.00	5,582.78	0.00	0.00	0.00
10-4454.0750 INSURANCE CLAIMS	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4454.0755 RISK MANAGEMENT IMPACT	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4454.0760 CONTRACT LABOR- SANITATION	0	0.00	0.00	46,971.30	0.00	0.00	0.00
TOTAL OPERATING	0	0.00	20.00	88,013.27	0.00 (	20.00)	0.00
<u>MISCELLANEOUS</u>							
10-4454.1001 MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	5,854.26	34,509.11	332,829.61	0.00 (	34,509.11)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	( 5,854.26)	( 34,509.11)	( 332,829.61)	0.00	34,509.11	0.00

Item 5.

10 -GENERAL FUND  
 RECREATION DEPARTMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>EXPENDITURES</b>							
<b>PERSONNEL</b>							
10-4500.0101 SALARIES & WAGES	536,276	33,422.52	187,743.97	166,109.83	0.00	348,532.03	35.01
10-4500.0102 SOCIAL SECURITY/MEDICARE	41,787	2,508.35	14,137.43	12,669.06	0.00	27,649.57	33.83
10-4500.0103 REGULAR STATE RETIREMENT	95,945	6,203.25	34,514.01	33,844.17	0.00	61,430.99	35.97
10-4500.0104 OVERTIME	8,000	0.00	247.76	2,597.72	0.00	7,752.24	3.10
10-4500.0105 HEALTH INSURANCE	94,178	7,983.12	39,187.04	31,996.58	0.00	54,990.96	41.61
10-4500.0108 PHYSICAL EXAMS	500	0.00	0.00	50.00	0.00	500.00	0.00
10-4500.0110 EMERGENCY PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4500.0111 DEFERRED COMP EMPLR MATCH	7,930	385.48	2,169.10	1,540.00	0.00	5,760.90	27.35
10-4500.0112 ARPA PREMIUM PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	784,616	50,502.72	277,999.31	248,807.36	0.00	506,616.69	35.43
<b>CONTRACTUAL SERVICES</b>							
10-4500.0204 PROFESSIONAL SERVICES	2,000	99.00	198.60	1,498.95	0.00	1,801.40	9.93
TOTAL CONTRACTUAL SERVICES	2,000	99.00	198.60	1,498.95	0.00	1,801.40	9.93
<b>TRAVEL/EDUCATION</b>							
10-4500.0401 PROFESSIONAL DEVELOPMENT	6,300	0.00	1,701.00	0.00	0.00	4,599.00	27.00
TOTAL TRAVEL/EDUCATION	6,300	0.00	1,701.00	0.00	0.00	4,599.00	27.00
<b>UTILITIES</b>							
10-4500.0501 UTILITIES	165,000	16,696.65	68,657.05	54,174.50	0.00	96,342.95	41.61
TOTAL UTILITIES	165,000	16,696.65	68,657.05	54,174.50	0.00	96,342.95	41.61
<b>MAINTENANCE</b>							
10-4500.0601 BUILDING MAINTENANCE	7,470	45.00	549.28	1,791.89	0.00	6,920.72	7.35
10-4500.0602 EQUIPMENT/MAINTENANCE	8,200	160.03	938.67	1,005.85	0.00	7,261.33	11.45
10-4500.0630 FACILITIES RENTAL	1,100	0.00	0.00	0.00	0.00	1,100.00	0.00
10-4500.0636 FIELD MAINTENANCE	86,500	2,953.63	46,017.03	10,496.19	0.00	40,482.97	53.20
TOTAL MAINTENANCE	103,270	3,158.66	47,504.98	13,293.93	0.00	55,765.02	46.00
<b>OPERATING</b>							
10-4500.0701 DUES/SUBSCRIPTIONS	1,000	119.40	1,552.72	164.40	0.00	552.72	155.27
10-4500.0702 ADVERTISING	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4500.0705 CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4500.0707 SPECIAL PERMITTING FEES	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
10-4500.0708 SUPPLIES	6,500	362.37	1,454.21	1,086.57	41.82	5,003.97	23.02
10-4500.0709 TELEPHONE	18,000	1,483.67	6,884.21	6,772.19	0.00	11,115.79	38.25
10-4500.0710 CLASS / CAMP SUPPLIES	12,000	0.00	343.30	147.52	0.00	11,656.70	2.86
10-4500.0713 VEHICLE	8,400	363.31	2,193.97	811.92	0.00	6,206.03	26.12
10-4500.0715 UNIFORM	2,500	0.00	746.64	678.93	0.00	1,753.36	29.87
10-4500.0719 FUEL	10,000	372.02	1,858.72	908.47	0.00	8,141.28	18.59
10-4500.0735 ATHLETIC AWARDS	10,000	772.97	3,855.46	7,052.66	0.00	6,144.54	38.55
10-4500.0736 ATHLETIC UNIFORMS	85,000	737.15	34,442.07	5,756.96	0.00	50,557.93	40.52
10-4500.0737 ATHLETIC EQUIPMENT	16,000	38.74	2,899.64	7,679.44	0.00	13,100.36	18.12
10-4500.0738 CONCESSIONS	76,000	6,705.96	24,564.41	23,439.96	1.76	51,433.83	32.32

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

10 -GENERAL FUND  
 RECREATION DEPARTMENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
10-4500.0739 OFFICIALS	80,000	3,060.00	31,858.10	45,276.40	0.00	48,141.90	39.82
10-4500.0741 DEACTIVATE- SPECIAL EVENTS	0	0.00	0.00	68.66	0.00	0.00	0.00
10-4500.0742 TOURNAMENTS	70,000	300.00	300.00	676.00	0.00	69,700.00	0.43
10-4500.0746 CAMP PROGRAMS	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4500.0747 FRANCHISE FEES	1,400	200.00	200.00	100.00	0.00	1,200.00	14.29
10-4500.0751 SPONSOR SIGNS	3,500	817.50	817.50	42.80	0.00	2,682.50	23.36
10-4500.0752 SPONSORSHIP MISC	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4500.0755 RISK MANAGEMENT IMPACT	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4500.0760 INSTRUCTOR FEES	10,000	2,182.50	6,510.00	4,087.00	0.00	3,490.00	65.10
10-4500.0761 CONTRACT LABOR	<u>65,000</u>	<u>5,162.56</u>	<u>35,696.60</u>	<u>24,157.26</u>	<u>0.00</u>	<u>29,303.40</u>	<u>54.92</u>
TOTAL OPERATING	476,800	22,678.15	156,177.55	128,907.14	43.58	320,578.87	32.76
<b>MISCELLANEOUS</b>							
10-4500.1001 MISCELLANEOUS	10,000	418.91	3,479.51	499.60	0.00	6,520.49	34.80
10-4500.1003 SALES TAX	10,800	0.00	5,486.91	4,865.45	0.00	5,313.09	50.80
10-4500.1005 DONATIONS EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4500.1006 MIRACLE LEAGUE EXPENSE	<u>15,000</u>	<u>0.00</u>	<u>1,571.42</u>	<u>310.91</u>	<u>0.00</u>	<u>13,428.58</u>	<u>10.48</u>
TOTAL MISCELLANEOUS	35,800	418.91	10,537.84	5,675.96	0.00	25,262.16	29.44
<b>EVENTS &amp; MARKETING</b>							
10-4500.2201 PROFESSIONAL DEVELOPMENT	3,000	0.00	0.00	0.00	0.00	3,000.00	0.00
10-4500.2202 ADVERTISING & PROMOTION	12,000	0.00	0.00	5,395.50	0.00	12,000.00	0.00
10-4500.2208 SUPPLIES	0	0.00	571.17	0.00	0.00	( 571.17)	0.00
10-4500.2210 SPECIAL EVENTS	88,000	1,440.12	29,461.39	49,791.94	40.28	58,498.33	33.52
10-4500.2211 RETAIL SUPPLIES "SWAG"	<u>16,000</u>	<u>0.00</u>	<u>2,028.12</u>	<u>0.00</u>	<u>0.00</u>	<u>13,971.88</u>	<u>12.68</u>
TOTAL EVENTS & MARKETING	119,000	1,440.12	32,060.68	55,187.44	40.28	86,899.04	26.98
<b>TOTAL EXPENDITURES</b>	<u>1,692,786</u>	<u>94,994.21</u>	<u>594,837.01</u>	<u>507,545.28</u>	<u>83.86</u>	<u>1,097,865.13</u>	<u>35.14</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 1,692,786)	( 94,994.21)	( 594,837.01)	( 507,545.28)	( 83.86)	( 1,097,865.13)	35.14

Item 5.

10 -GENERAL FUND  
 LOANS / LEASE PURCHASES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>MISCELLANEOUS</u>							
10-4600.1001 INTEREST EXPENSE	0	485.33	2,496.95	5,579.13	0.00 (	2,496.95)	0.00
TOTAL MISCELLANEOUS	0	485.33	2,496.95	5,579.13	0.00 (	2,496.95)	0.00
<u>LOANS</u>							
10-4600.1772 2019 LOAN - FIRE TRUCK	55,934	4,175.84	20,808.90	20,202.63	0.00	35,125.10	37.20
10-4600.1774 2020 LOAN - SANITATION TRU	0	0.00	0.00	131,000.00	0.00	0.00	0.00
10-4600.1776 FY 21 SANITATION LEASE PUR	0	0.00	72,852.48	72,693.12	0.00 (	72,852.48)	0.00
10-4600.1777 FY23 SANITATION TRUCK LEAS	0	0.00	21,930.98	21,930.98	0.00 (	21,930.98)	0.00
10-4600.1778 SOUTH STATE 24 FB LIGHT LO	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LOANS	55,934	4,175.84	115,592.36	245,826.73	0.00 (	59,658.36)	206.66
TOTAL EXPENDITURES	<u>55,934</u>	<u>4,661.17</u>	<u>118,089.31</u>	<u>251,405.86</u>	<u>0.00 (</u>	<u>62,155.31)</u>	<u>211.12</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 55,934)	( 4,661.17)	( 118,089.31)	( 251,405.86)	0.00	62,155.31	211.12

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

10 -GENERAL FUND  
 TRANSFER FUNDS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>TRANSFERS</u>							
10-4700.1300 TRANSF TO BOND SINKING FUN	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4700.1301 TRANSF OUT CAPITAL IMPROVE	0	0.00	0.00	608,349.33	0.00	0.00	0.00
10-4700.1306 TRANSFER OUT-ABATE & IMPRO	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4700.1307 TRANSFER OUT-VICTIMS ADVOC	0	0.00	0.00	0.00	0.00	0.00	0.00
10-4700.1308 TRANSFER OUT FEMA PDMC GRA	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TRANSFERS	0	0.00	0.00	608,349.33	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>608,349.33</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	( 608,349.33)	0.00	0.00	0.00
FUND TOTAL REVENUE	22,453,989	984,906.95	10,077,677.55	9,632,826.38 (	447.64)	12,376,759.09	44.88
FUND TOTAL EXPENDITURES	<u>21,180,157</u>	<u>1,360,158.32</u>	<u>8,776,965.13</u>	<u>7,967,562.88</u>	<u>100,776.65</u>	<u>12,302,415.22</u>	<u>41.92</u>
REVENUE OVER/ (UNDER) EXPENDITURES	1,273,832	( 375,251.37)	1,300,712.42	1,665,263.50 (	101,224.29)	74,343.87	94.16

\*\*\* END OF REPORT \*\*\*

Item 5.

15 -STATE ACCOMODATIONS TAX  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>MISCELLANEOUS</u>							
15-4122.1002 ADVERTISING & PROMOTION	( 6,000)	0.00	0.00	0.00	0.00	( 6,000.00)	0.00
TOTAL MISCELLANEOUS	( 6,000)	0.00	0.00	0.00	0.00	( 6,000.00)	0.00
TOTAL EXPENDITURES	( 6,000)	0.00	0.00	0.00	0.00	( 6,000.00)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	6,000	0.00	0.00	0.00	0.00	6,000.00	0.00

Item 5.

15 -STATE ACCOMODATIONS TAX  
 TRANSFERS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>TRANSFERS</u>							
15-4700.1301 TRANSFER OUT - GENERAL FU	( 32,300)	0.00	0.00	0.00	0.00	( 32,300.00)	0.00
TOTAL TRANSFERS	( 32,300)	0.00	0.00	0.00	0.00	( 32,300.00)	0.00
TOTAL EXPENDITURES	( 32,300)	0.00	0.00	0.00	0.00	( 32,300.00)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	32,300	0.00	0.00	0.00	0.00	32,300.00	0.00

Item 5.

15 -STATE ACCOMODATIONS TAX  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>INTEREST EARNED</u>							
15-3000.0203 INTEREST EARNED	50	0.00	0.00	0.00	0.00	50.00	0.00
TOTAL INTEREST EARNED	50	0.00	0.00	0.00	0.00	50.00	0.00
<u>TAX REVENUES</u>							
15-3000.0410 ACCOMMODATIONS TAX REVENUE	37,000	0.00	4,713.67	3,897.05	0.00	32,286.33	12.74
TOTAL TAX REVENUES	37,000	0.00	4,713.67	3,897.05	0.00	32,286.33	12.74
TOTAL REVENUES	37,050	0.00	4,713.67	3,897.05	0.00	32,336.33	12.72
FUND TOTAL REVENUE	37,050	0.00	4,713.67	3,897.05	0.00	32,336.33	12.72
FUND TOTAL EXPENDITURES	( 38,300)	0.00	0.00	0.00	0.00	( 38,300.00)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	75,350	0.00	4,713.67	3,897.05	0.00	70,636.33	6.26

\*\*\* END OF REPORT \*\*\*

Item 5.

17 -VICTIM'S ADVOCATE FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>PENALTIES/FINES</u>							
17-3000.0502 VICTIM'S RIGHTS REVENUES	10,000	1,534.50	5,525.75	4,570.66	0.00	4,474.25	55.26
TOTAL PENALTIES/FINES	10,000	1,534.50	5,525.75	4,570.66	0.00	4,474.25	55.26
<u>OTHER FINANCING SOURCES</u>							
17-3000.1201 TRANSFER IN FR GF	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	10,000	1,534.50	5,525.75	4,570.66	0.00	4,474.25	55.26

Item 5.

17 -VICTIM'S ADVOCATE FUND  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
17-4312.0103 STATE RETIREMENT EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>TRAVEL/EDUCATION</u>							
17-4312.0401 PROFESSIONAL DEVELOPMENT	1,200	416.77	416.77	461.20	121.00	662.23	44.81
TOTAL TRAVEL/EDUCATION	1,200	416.77	416.77	461.20	121.00	662.23	44.81
<u>OPERATING</u>							
17-4312.0701 DUES AND SUBSCRIPTIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4312.0704 PRINTING	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4312.0705 CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4312.0708 SUPPLIES	250	0.00	0.00	11.98	0.00	250.00	0.00
17-4312.0709 TELEPHONE	300	0.00	0.00	0.00	0.00	300.00	0.00
17-4312.0712 COMPUTER	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4312.0713 VEHICLE	2,500	0.00	71.00	59.48	0.00	2,429.00	2.84
17-4312.0715 UNIFORM	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4312.0719 FUEL	1,500	65.30	347.48	123.42	0.00	1,152.52	23.17
TOTAL OPERATING	4,550	65.30	418.48	194.88	0.00	4,131.52	9.20
<u>MISCELLANEOUS</u>							
17-4312.1001 COURT/ VICTIM EXPENSES	4,000	0.00	141.30	415.08	0.00	3,858.70	3.53
TOTAL MISCELLANEOUS	4,000	0.00	141.30	415.08	0.00	3,858.70	3.53
TOTAL EXPENDITURES	9,750	482.07	976.55	1,071.16	121.00	8,652.45	11.26
REVENUE OVER/ (UNDER) EXPENDITURES	( 9,750)	( 482.07)	( 976.55)	( 1,071.16)	( 121.00)	( 8,652.45)	11.26
FUND TOTAL REVENUE	10,000	1,534.50	5,525.75	4,570.66	0.00	4,474.25	55.26
FUND TOTAL EXPENDITURES	9,750	482.07	976.55	1,071.16	121.00	8,652.45	11.26
REVENUE OVER/ (UNDER) EXPENDITURES	250	1,052.43	4,549.20	3,499.50	( 121.00)	( 4,178.20)	1,771.28

\*\*\* END OF REPORT \*\*\*



Item 5.

20 -AGENCY FUND - 1% FIRE  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>RETIREMENT &amp; INSURANCE</u>							
20-4345.4000 RETIREMENT PLAN CONTRIBUTI	0	0.00	0.00	25,304.84	0.00	0.00	0.00
TOTAL RETIREMENT & INSURANCE	0	0.00	0.00	25,304.84	0.00	0.00	0.00
<u>TRAINING &amp; EDUCATION</u>							
20-4345.4101 TRAINING & EDUCATION MATER	0	0.00	0.00	0.00	0.00	0.00	0.00
20-4345.4102 FIRE PREVENTION	0	0.00	0.00	1,307.62	0.00	0.00	0.00
20-4345.4105 TRAINING & EDUCATION FEE	0	0.00	1,374.86	0.00	0.00	( 1,374.86)	0.00
TOTAL TRAINING & EDUCATION	0	0.00	1,374.86	1,307.62	0.00	( 1,374.86)	0.00
<u>RECRUITMENT &amp; RETENTION</u>							
20-4345.4201 FAMILY / HOLIDAY DINNERS	0	0.00	2,242.63	1,667.49	0.00	( 2,242.63)	0.00
20-4345.4205 FURNITURE / APPLIANCES	0	0.00	0.00	0.00	0.00	0.00	0.00
20-4345.4207 SPECIAL CLOTHING	0	0.00	0.00	0.00	0.00	0.00	0.00
20-4345.4210 COFFEE / KITCHEN FUND	0	0.00	50.24	168.05	8.91	( 59.15)	0.00
20-4345.4211 FLOWER FUND	0	0.00	79.14	104.68	0.00	( 79.14)	0.00
20-4345.4212 SC STATE FF ASSO DUES	0	0.00	1,400.00	1,778.00	0.00	( 1,400.00)	0.00
20-4345.4214 SUBSCRIPTIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECRUITMENT & RETENTION	0	0.00	3,772.01	3,718.22	8.91	( 3,780.92)	0.00
TOTAL EXPENDITURES	0	0.00	5,146.87	30,330.68	8.91	( 5,155.78)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	( 5,146.87)	( 30,330.68)	( 8.91)	5,155.78	0.00
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	0	0.00	5,146.87	30,330.68	8.91	( 5,155.78)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	( 5,146.87)	( 30,330.68)	( 8.91)	5,155.78	0.00

\*\*\* END OF REPORT \*\*\*

CITY OF MONCKS CORNER  
REVENUE AND EXPENSE - BUDGET vs ACTUAL  
AS OF: FEBRUARY 28TH, 2026

Item 5.

25 -WELLNESS CENTER

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00

\*\*\* END OF REPORT \*\*\*

Item 5.

30 -POLICE -NARCOTIC FUND  
 NON-DEPARTMENTAL

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>INTEREST EARNED</u>							
30-3000.0203 INTEREST	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>REVENUE/RECEIPTS</u>							
30-3000.0301 CONFISCATED REVENUE	<u>0</u>	<u>940.04</u>	<u>3,508.99</u>	<u>0.00</u>	<u>0.00</u>	<u>( 3,508.99)</u>	<u>0.00</u>
TOTAL REVENUE/RECEIPTS	0	940.04	3,508.99	0.00	0.00	( 3,508.99)	0.00
<u>GRANTS</u>							
30-3000.0800 MASC REVENUE EQUIP GRANT	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL GRANTS	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>							
30-3000.0901 SALE OF EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
30-3000.0904 MISC. RECEIPTS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER FINANCING SOURCES</u>							
30-3000.1200 TRANSFER IN	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	940.04	3,508.99	0.00	0.00	( 3,508.99)	0.00



Item 5.

30 -POLICE -NARCOTIC FUND  
 TRANSFERS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>TRANSFERS</u>							
30-4700.1300 TRANSFER TO GF	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TRANSFERS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL REVENUE	0	940.04	3,508.99	0.00	0.00 (	3,508.99)	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	940.04	3,508.99	0.00	0.00 (	3,508.99)	0.00

\*\*\* END OF REPORT \*\*\*

CITY OF MONCKS CORNER  
REVENUE AND EXPENSE - BUDGET vs ACTUAL  
AS OF: FEBRUARY 28TH, 2026

Item 5.

45 -ARP SPECIAL REVENUE FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00

\*\*\* END OF REPORT \*\*\*



Item 5.

50 -SANTEE COOPER FRANCHISE  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>INTEREST EARNED</u>							
50-3000.0203 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>FRANCHISE FEES</u>							
50-3000.0602 FRANCHISE FEES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FRANCHISE FEES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>DONATIONS</u>							
50-3000.1101 CONTRIBUTION/SANTEE COOPER	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00

\*\*\* END OF REPORT \*\*\*

CITY OF MONCKS CORNER  
REVENUE AND EXPENSE - BUDGET vs ACTUAL  
AS OF: FEBRUARY 28TH, 2026

Item 5.

54 -NRCS FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00

\*\*\* END OF REPORT \*\*\*

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

56 -IMPACT FEE FUND  
 Impact Fees

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>LICENSE/PERMITS</u>							
56-3000.0101 RECREATION IMPACT FEE INCO	1,368,650	32,035.00	81,941.00	0.00	0.00	1,286,709.00	5.99
56-3000.0102 POLICE IMPACT FEE	439,125	10,650.00	31,965.00	0.00	0.00	407,160.00	7.28
56-3000.0103 FIRE IMPACT FEE	742,125	18,000.00	54,025.00	0.00	0.00	688,100.00	7.28
56-3000.0104 SANITATION IMPACT FEE	194,200	4,396.00	11,304.00	0.00	0.00	182,896.00	5.82
56-3000.0105 TRANSPORTATION IMPACT FEE	<u>224,400</u>	<u>5,466.00</u>	<u>16,957.00</u>	<u>0.00</u>	<u>0.00</u>	<u>207,443.00</u>	<u>7.56</u>
TOTAL LICENSE/PERMITS	2,968,500	70,547.00	196,192.00	0.00	0.00	2,772,308.00	6.61
TOTAL REVENUES	2,968,500	70,547.00	196,192.00	0.00	0.00	2,772,308.00	6.61
FUND TOTAL REVENUE	2,968,500	70,547.00	196,192.00	0.00	0.00	2,772,308.00	6.61
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENDITURES	2,968,500	70,547.00	196,192.00	0.00	0.00	2,772,308.00	6.61

\*\*\* END OF REPORT \*\*\*

Item 5.

62 -STORMWATER UTILITIES FUND  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
62-4452.0101 SALARIES & WAGES	161,780	12,366.25	63,714.55	0.00	0.00	98,065.45	39.38
62-4452.0102 SOCIAL SECURITY/ MEDICARE	12,658	929.49	4,801.48	0.00	0.00	7,856.52	37.93
62-4452.0103 REGULAR STATE RETIREMENT	30,366	2,296.70	10,328.84	0.00	0.00	20,037.16	34.01
62-4452.0104 OVERTIME	5,000	8.21	57.65	0.00	0.00	4,942.35	1.15
62-4452.0105 HEALTH INSURANCE	34,924	0.00	0.00	0.00	0.00	34,924.00	0.00
62-4452.0108 PHYSICAL EXAMS	300	0.00	0.00	0.00	0.00	300.00	0.00
62-4452.0110 EMERGENCY PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
62-4452.0111 DEFERRED COMP EMPLOYER MATCH	7,000	533.00	2,106.44	0.00	0.00	4,893.56	30.09
TOTAL PERSONNEL	252,028	16,133.65	81,008.96	0.00	0.00	171,019.04	32.14
<u>CONTRACTUAL SERVICES</u>							
62-4452.0204 PROFESSIONAL SERVICES	120,000	7,326.50	35,351.50	15,375.00	0.00	84,648.50	29.46
62-4452.0208 CONTRACT LABOR - SYSTEM RE	40,000	6,701.82	10,266.12	7,481.32	0.00	29,733.88	25.67
62-4452.0209 STORMWATER RIA#23-C-135	721,891	0.00	739,197.96	54,182.03	0.00	17,306.96	102.40
62-4452.0210 STORMWATER RIA #22-1314	0	0.00	0.00	889,489.82	0.00	0.00	0.00
62-4452.0211 STORMWATER WINTER	1,922,867	0.00	0.00	0.00	0.00	1,922,867.00	0.00
TOTAL CONTRACTUAL SERVICES	2,804,758	14,028.32	784,815.58	966,528.17	0.00	2,019,942.42	27.98
<u>TRAVEL/EDUCATION</u>							
62-4452.0401 PROFESSIONAL DEVELOPMENT	750	0.00	0.00	0.00	0.00	750.00	0.00
TOTAL TRAVEL/EDUCATION	750	0.00	0.00	0.00	0.00	750.00	0.00
<u>MAINTENANCE</u>							
62-4452.0602 EQUIPMENT & MAINTENANCE	10,000	2,816.45	5,968.40	0.00	50.00	3,981.60	60.18
62-4452.0603 SMALL TOOLS/EQUIPMENT	2,735	43.59	434.15	0.00	0.00	2,300.85	15.87
TOTAL MAINTENANCE	12,735	2,860.04	6,402.55	0.00	50.00	6,282.45	50.67
<u>OPERATING</u>							
62-4452.0705 CAPITAL OUTLAY	470,000	0.00	0.00	0.00	468,145.00	1,855.00	99.61
62-4452.0708 SUPPLIES	3,500	39.63	3,554.90	0.00	0.00	54.90	101.57
62-4452.0709 TELEPHONE	1,000	42.95	171.74	0.00	0.00	828.26	17.17
62-4452.0713 VEHICLE	4,500	0.00	4,110.81	0.00	0.00	389.19	91.35
62-4452.0715 UNIFORM	3,500	209.16	1,216.74	0.00	0.00	2,283.26	34.76
62-4452.0719 FUEL	13,000	726.66	3,838.00	0.00	0.00	9,162.00	29.52
62-4452.0760 CONTRACT LABOR	20,000	0.00	0.00	0.00	0.00	20,000.00	0.00
TOTAL OPERATING	515,500	1,018.40	12,892.19	0.00	468,145.00	34,462.81	93.31
<u>MISCELLANEOUS</u>							
62-4452.1001 MISCELLANEOUS	0	0.00	0.00	36.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0	0.00	0.00	36.00	0.00	0.00	0.00

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

62 -STORMWATER UTILITIES FUND  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>TRANSFERS</u>							
62-4452.1300 TRANSFER TO GENERAL FUND	<u>2,571,447</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,571,447.00</u>	<u>0.00</u>
TOTAL TRANSFERS	2,571,447	0.00	0.00	0.00	0.00	2,571,447.00	0.00
TOTAL EXPENDITURES	<u>6,157,218</u>	<u>34,040.41</u>	<u>885,119.28</u>	<u>966,564.17</u>	<u>468,195.00</u>	<u>4,803,903.72</u>	<u>21.98</u>
REVENUE OVER/ (UNDER) EXPENDITURES	( 6,157,218)	( 34,040.41)	( 885,119.28)	( 966,564.17)	( 468,195.00)	( 4,803,903.72)	21.98

Item 5.

62 -STORMWATER UTILITIES FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>INTEREST EARNED</u>							
62-3000.0203 INTEREST EARNED	0	0.00	453.35	0.00	0.00	( 453.35)	0.00
62-3000.0204 DEBT SERVICES PROCEEDS	<u>3,500,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,500,000.00</u>	<u>0.00</u>
TOTAL INTEREST EARNED	3,500,000	0.00	453.35	0.00	0.00	3,499,546.65	0.01
<u>TAX REVENUES</u>							
62-3000.0400 STORMWATER TAX REVENUE	1,100,000	11,738.00	1,008,018.00	516,227.00	0.00	91,982.00	91.64
62-3000.0401 STORMWATER PERMITS	5,000	2,000.00	12,300.00	2,350.00	0.00	( 7,300.00)	246.00
62-3000.0402 STORMWATER RIA #23-C135	462,926	0.00	0.00	0.00	0.00	462,926.00	0.00
62-3000.0403 STORMWATER RIA #22-1314	0	0.00	0.00	319,503.00	0.00	0.00	0.00
62-3000.0404 TRANSFER FROM ARAP	0	0.00	0.00	1,155,376.00	0.00	0.00	0.00
62-3000.0405 STORMWATER RIA GRANT	<u>1,922,867</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,922,867.00</u>	<u>0.00</u>
TOTAL TAX REVENUES	3,490,793	13,738.00	1,020,318.00	1,993,456.00	0.00	2,470,475.00	29.23
<u>OTHER FINANCING SOURCES</u>							
62-3000.1225 BOND / LOAN PROCEEDS	<u>0</u>	<u>0.00</u>	<u>3,750,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>( 3,750,000.00)</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES	0	0.00	3,750,000.00	0.00	0.00	( 3,750,000.00)	0.00
TOTAL REVENUES	6,990,793	13,738.00	4,770,771.35	1,993,456.00	0.00	2,220,021.65	68.24
FUND TOTAL REVENUE	6,990,793	13,738.00	4,770,771.35	1,993,456.00	0.00	2,220,021.65	68.24
FUND TOTAL EXPENDITURES	<u>6,157,218</u>	<u>34,040.41</u>	<u>885,119.28</u>	<u>966,564.17</u>	<u>468,195.00</u>	<u>4,803,903.72</u>	<u>21.98</u>
REVENUE OVER/(UNDER) EXPENDITURES	833,575	( 20,302.41)	3,885,652.07	1,026,891.83	( 468,195.00)	( 2,583,882.07)	409.98
*** END OF REPORT ***							

Item 5.

64 -SANITATION FUND  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PERSONNEL</u>							
64-4454.0101 SALARIES & WAGES	578,198	31,225.58	158,725.13	0.00	0.00	419,472.87	27.45
64-4454.0102 SOCIAL SECURITY/ MEDICARE	44,847	2,342.73	11,988.40	0.00	0.00	32,858.60	26.73
64-4454.0103 REGULAR STATE RETIREMENT	107,314	5,795.44	25,751.72	0.00	0.00	81,562.28	24.00
64-4454.0104 OVERTIME	2,500	0.00	0.00	0.00	0.00	2,500.00	0.00
64-4454.0105 HEALTH INSURANCE	110,018	0.00	0.00	0.00	0.00	110,018.00	0.00
64-4454.0108 PHYSICAL EXAMS	2,500	279.00	543.00	0.00	0.00	1,957.00	21.72
64-4454.0111 DEFERRED COMP EMPLR MATCH	<u>3,978</u>	<u>262.06</u>	<u>1,179.27</u>	<u>0.00</u>	<u>0.00</u>	<u>2,798.73</u>	<u>29.64</u>
TOTAL PERSONNEL	849,355	39,904.81	198,187.52	0.00	0.00	651,167.48	23.33
<u>MAINTENANCE</u>							
64-4454.0602 EQUIPMENT AND MAINTENANCE	90,000	108.97	43,551.33	0.00	92.85	46,355.82	48.49
64-4454.0603 SMALL TOOLS/ EQUIPMENT	<u>4,600</u>	<u>63.21</u>	<u>945.26</u>	<u>0.00</u>	<u>0.00</u>	<u>3,654.74</u>	<u>20.55</u>
TOTAL MAINTENANCE	94,600	172.18	44,496.59	0.00	92.85	50,010.56	47.13
<u>OPERATING</u>							
64-4454.0702 ADVERTISING	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
64-4454.0709 TELEPHONE	600	42.95	229.27	0.00	0.00	370.73	38.21
64-4454.0713 VEHICLE	45,600	6,958.55	54,164.56	0.00	0.00	( 8,564.56)	118.78
64-4454.0715 UNIFORM	12,000	699.17	4,968.49	0.00	0.00	7,031.51	41.40
64-4454.0719 FUEL	40,000	2,911.70	15,736.86	0.00	0.00	24,263.14	39.34
64-4454.0760 CONTRACT LABOR	<u>0</u>	<u>7,049.91</u>	<u>33,218.10</u>	<u>0.00</u>	<u>0.00</u>	<u>( 33,218.10)</u>	<u>0.00</u>
TOTAL OPERATING	99,200	17,662.28	108,317.28	0.00	0.00	( 9,117.28)	109.19
TOTAL EXPENDITURES	<u>1,043,155</u>	<u>57,739.27</u>	<u>351,001.39</u>	<u>0.00</u>	<u>92.85</u>	<u>692,060.76</u>	<u>33.66</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 1,043,155)	( 57,739.27)	( 351,001.39)	0.00	( 92.85)	( 692,060.76)	33.66

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

64 -SANITATION FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>REVENUE/RECEIPTS</u>							
64-3000.0305 SANITATION FEES	1,189,138	24,732.52	1,047,390.72	0.00	0.00	141,747.28	88.08
64-3000.0306 ROLL CART FEE	<u>35,000</u>	<u>2,720.00</u>	<u>14,850.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,150.00</u>	<u>42.43</u>
TOTAL REVENUE/RECEIPTS	1,224,138	27,452.52	1,062,240.72	0.00	0.00	161,897.28	86.77
TOTAL REVENUES	1,224,138	27,452.52	1,062,240.72	0.00	0.00	161,897.28	86.77
FUND TOTAL REVENUE	1,224,138	27,452.52	1,062,240.72	0.00	0.00	161,897.28	86.77
FUND TOTAL EXPENDITURES	<u>1,043,155</u>	<u>57,739.27</u>	<u>351,001.39</u>	<u>0.00</u>	<u>92.85</u>	<u>692,060.76</u>	<u>33.66</u>
REVENUE OVER/ (UNDER) EXPENDITURES	180,983 (	30,286.75)	711,239.33	0.00 (	92.85) (	530,163.48)	392.94
*** END OF REPORT ***							



CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

72 -TREE MITIGATION FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>REVENUE/RECEIPTS</u>							
72-3000.0300 FEES IN LIEU	<u>0</u>	<u>0.00</u>	<u>318.75</u>	<u>0.00</u>	<u>0.00</u>	( <u>318.75</u> )	<u>0.00</u>
TOTAL REVENUE/RECEIPTS	0	0.00	318.75	0.00	0.00	( 318.75)	0.00
<u>DONATIONS</u>							
72-3000.1100 TREE DONATIONS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL DONATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	318.75	0.00	0.00	( 318.75)	0.00
FUND TOTAL REVENUE	0	0.00	318.75	0.00	0.00	( 318.75)	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	318.75	0.00	0.00	( 318.75)	0.00

\*\*\* END OF REPORT \*\*\*



Item 5.

73 -FEMA - PDMC GRANT  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PROJECT EXPENDITURES</u>							
73-4125.1400 APPRAISALS	0	0.00	0.00	0.00	0.00	0.00	0.00
73-4125.1405 DEMOLITION & REMOVAL	0	0.00	0.00	0.00	0.00	0.00	0.00
73-4125.1410 LANDSCAPING	0	0.00	0.00	0.00	0.00	0.00	0.00
73-4125.1415 CONTINGENCY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PROJECT EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>LAND PURCHASES</u>							
73-4125.1500 PURCHASE OF PROPERTY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL LAND PURCHASES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00

\*\*\* END OF REPORT \*\*\*

Item 5.

79 -CORNER RENAISSANCE FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>LICENSE/PERMITS</u>							
79-3000.0107 CONST PERMITS	0	7,500.00	16,000.00	51,800.00	0.00	( 16,000.00)	0.00
TOTAL LICENSE/PERMITS	0	7,500.00	16,000.00	51,800.00	0.00	( 16,000.00)	0.00
<u>INTEREST EARNED</u>							
79-3000.0203 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>TAX REVENUES</u>							
79-3000.0410 ACCOMODATIONS TAX REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TAX REVENUES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>DONATIONS</u>							
79-3000.1100 DONATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	7,500.00	16,000.00	51,800.00	0.00	( 16,000.00)	0.00
FUND TOTAL REVENUE	0	7,500.00	16,000.00	51,800.00	0.00	( 16,000.00)	0.00
FUND TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	7,500.00	16,000.00	51,800.00	0.00	( 16,000.00)	0.00

\*\*\* END OF REPORT \*\*\*

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

80 -BOND SINKING FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>INTEREST EARNED</u>							
80-3000.0203 INTEREST - BOND SINKING FU	100	0.00	0.00	0.00	0.00	100.00	0.00
TOTAL INTEREST EARNED	100	0.00	0.00	0.00	0.00	100.00	0.00
<u>TAX REVENUES</u>							
80-3000.0420 DEBT MILLAGE	250,000	4,917.40	343,418.91	297,658.89	0.00 (	93,418.91)	137.37
80-3000.0421 PY DEBT MILLAGE	5,000	(17.75)	3,674.72	976.38	0.00	1,325.28	73.49
TOTAL TAX REVENUES	255,000	4,899.65	347,093.63	298,635.27	0.00 (	92,093.63)	136.12
<u>OTHER FINANCING SOURCES</u>							
80-3000.1210 Transfer In - from GF	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>255,100</b>	<b>4,899.65</b>	<b>347,093.63</b>	<b>298,635.27</b>	<b>0.00 (</b>	<b>91,993.63)</b>	<b>136.06</b>

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

80 -BOND SINKING FUND  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>MISCELLANEOUS</u>							
80-4600.1002 INTEREST	<u>16,930</u>	<u>16,929.50</u>	<u>16,929.50</u>	<u>20,923.00</u>	<u>0.00</u>	<u>0.50</u>	<u>100.00</u>
TOTAL MISCELLANEOUS	16,930	16,929.50	16,929.50	20,923.00	0.00	0.50	100.00
<u>BOND EXPENDITURES</u>							
80-4600.1665 GO Bond - Ferrar Fire Truc	0	0.00	0.00	0.00	0.00	0.00	0.00
80-4600.1668 GO BOND-2014 SERIES-Constr	<u>166,000</u>	<u>166,000.00</u>	<u>166,000.00</u>	<u>163,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL BOND EXPENDITURES	166,000	166,000.00	166,000.00	163,000.00	0.00	0.00	100.00
TOTAL EXPENDITURES	<u>182,930</u>	<u>182,929.50</u>	<u>182,929.50</u>	<u>183,923.00</u>	<u>0.00</u>	<u>0.50</u>	<u>100.00</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 182,930)	( 182,929.50)	( 182,929.50)	( 183,923.00)	0.00	( 0.50)	100.00
FUND TOTAL REVENUE	255,100	4,899.65	347,093.63	298,635.27	0.00	( 91,993.63)	136.06
FUND TOTAL EXPENDITURES	<u>182,930</u>	<u>182,929.50</u>	<u>182,929.50</u>	<u>183,923.00</u>	<u>0.00</u>	<u>0.50</u>	<u>100.00</u>
REVENUE OVER/(UNDER) EXPENDITURES	72,170	( 178,029.85)	164,164.13	114,712.27	0.00	( 91,994.13)	227.47
*** END OF REPORT ***							

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

81 -LOCAL TAX FUND  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>CONTRACTUAL SERVICES</u>							
81-4121.0202 TRUSTEE FEES	<u>2,500</u>	<u>0.00</u>	<u>2,500.00</u>	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL CONTRACTUAL SERVICES	2,500	0.00	2,500.00	2,500.00	0.00	0.00	100.00
<u>OPERATING</u>							
81-4121.0706 D&O INSURANCE	<u>950</u>	<u>0.00</u>	<u>963.00</u>	<u>946.00</u>	<u>0.00</u>	<u>( 13.00)</u>	<u>101.37</u>
TOTAL OPERATING	950	0.00	963.00	946.00	0.00	( 13.00)	101.37
<u>MISCELLANEOUS</u>							
81-4121.1001 MISCELLANEOUS	<u>2,000</u>	<u>0.00</u>	<u>273.14</u>	<u>0.00</u>	<u>0.00</u>	<u>1,726.86</u>	<u>13.66</u>
TOTAL MISCELLANEOUS	2,000	0.00	273.14	0.00	0.00	1,726.86	13.66
TOTAL EXPENDITURES	<u>5,450</u>	<u>0.00</u>	<u>3,736.14</u>	<u>3,446.00</u>	<u>0.00</u>	<u>1,713.86</u>	<u>68.55</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 5,450)	0.00	( 3,736.14)	( 3,446.00)	0.00	( 1,713.86)	68.55

Item 5.

81 -LOCAL TAX FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>LICENSE/PERMITS</u>							
81-3000.0102 PENALITES-HOSPITALITY TAX	4,000	561.89	1,173.89	22,767.12	0.00	2,826.11	29.35
TOTAL LICENSE/PERMITS	4,000	561.89	1,173.89	22,767.12	0.00	2,826.11	29.35
<u>INTEREST EARNED</u>							
81-3000.0203 INTEREST INCOME	550	0.00	0.00	0.00	0.00	550.00	0.00
TOTAL INTEREST EARNED	550	0.00	0.00	0.00	0.00	550.00	0.00
<u>TAX REVENUES</u>							
81-3000.0410 LOCAL ACCOM TAX REV.	20,500	6,437.10	13,317.50	0.00	0.00	7,182.50	64.96
81-3000.0412 LOCAL HOSPITALITY TAX	2,200,000	173,183.80	896,501.68	874,857.16	0.00	1,303,498.32	40.75
TOTAL TAX REVENUES	2,220,500	179,620.90	909,819.18	874,857.16	0.00	1,310,680.82	40.97
TOTAL REVENUES	2,225,050	180,182.79	910,993.07	897,624.28	0.00	1,314,056.93	40.94

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

81 -LOCAL TAX FUND  
 TRANSFERS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>TRANSFERS</u>							
81-4700.1300 TRANSFER TO GF	2,340,000	0.00	0.00	0.00	0.00	2,340,000.00	0.00
81-4700.1303 TRANSFER - CRC DEBT SERV R	360,000	0.00	360,000.00	360,000.00	0.00	0.00	100.00
81-4700.1304 TRASFER TO CAPITAL IMPROV	0	0.00	0.00	0.00	0.00	0.00	0.00
81-4700.1305 TRANSFER TO WELLNESS CENTE	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	2,700,000	0.00	360,000.00	360,000.00	0.00	2,340,000.00	13.33
TOTAL EXPENDITURES	<u>2,700,000</u>	<u>0.00</u>	<u>360,000.00</u>	<u>360,000.00</u>	<u>0.00</u>	<u>2,340,000.00</u>	<u>13.33</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 2,700,000)	0.00	( 360,000.00)	( 360,000.00)	0.00	( 2,340,000.00)	13.33
FUND TOTAL REVENUE	2,225,050	180,182.79	910,993.07	897,624.28	0.00	1,314,056.93	40.94
FUND TOTAL EXPENDITURES	<u>2,705,450</u>	<u>0.00</u>	<u>363,736.14</u>	<u>363,446.00</u>	<u>0.00</u>	<u>2,341,713.86</u>	<u>13.44</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 480,400)	180,182.79	547,256.93	534,178.28	0.00	( 1,027,656.93)	113.92-

\*\*\* END OF REPORT \*\*\*

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

82 -ABATEMENTS & IMPROVEMENTS  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>DONATIONS</u>							
82-3000.1100 DONATIONS/REIMBURSEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
82-3000.1101 MIRACLE LEAGUE DONATIONS	0	3,100.00	4,834.01	3,133.45	0.00 (	4,834.01)	0.00
82-3000.1102 TRAFFIC ASSIST ENG REIMBUR	0	<u>0.00</u>	<u>0.00</u>	<u>23,060.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL DONATIONS	0	3,100.00	4,834.01	26,193.45	0.00 (	4,834.01)	0.00
<u>OTHER FINANCING SOURCES</u>							
82-3000.1200 TRANSFER IN - GENERAL FUND	150,000	<u>0.00</u>	<u>0.00</u>	<u>608,349.33</u>	<u>0.00</u>	<u>150,000.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES	150,000	0.00	0.00	608,349.33	0.00	150,000.00	0.00
TOTAL REVENUES	150,000	3,100.00	4,834.01	634,542.78	0.00	145,165.99	3.22

Item 5.

82 -ABATEMENTS & IMPROVEMENTS  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PROJECT EXPENDITURES</u>							
82-4455.1410 MIRACLE LEAGUE	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PROJECT EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>ABATEMENTS</u>							
82-4455.2500 PRIVATE ABATEMENTS	25,000	0.00	0.00	0.00	0.00	25,000.00	0.00
82-4455.2502 PUBLIC ABATEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ABATEMENTS	25,000	0.00	0.00	0.00	0.00	25,000.00	0.00
<u>IMPROVEMENTS</u>							
82-4455.2700 WAY FINDING	0	0.00	0.00	0.00	( 0.01)	0.01	0.00
82-4455.2705 CROSSWALKS	0	0.00	0.00	0.00	0.00	0.00	0.00
82-4455.2706 MAST ARMS US52 & OLD HWY52	0	0.00	0.00	0.00	0.00	0.00	0.00
82-4455.2707 SIDEWALK IMPROVEMENTS	0	0.00	0.00	3,175.00	0.00	0.00	0.00
82-4455.2708 MAST ARMS US 52 & FOXBANK	0	0.00	0.00	608,349.33	0.00	0.00	0.00
82-4455.2709 TRAFFIC ENGINEERING ASSIST	0	0.00	0.00	0.00	0.00	0.00	0.00
82-4455.2710 OTHER IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
82-4455.2715 PARKS AND RECREATION - STU	0	0.00	2,250.56	3,848.70	0.00	( 2,250.56)	0.00
82-4455.2716 TRAFFIC CALMING PROGRAM	30,000	0.00	0.00	0.00	0.00	30,000.00	0.00
TOTAL IMPROVEMENTS	30,000	0.00	2,250.56	615,373.03	( 0.01)	27,749.45	7.50
TOTAL EXPENDITURES	55,000	0.00	2,250.56	615,373.03	( 0.01)	52,749.45	4.09
REVENUE OVER/(UNDER) EXPENDITURES	( 55,000)	0.00	( 2,250.56)	( 615,373.03)	0.01	( 52,749.45)	4.09

Item 5.

82 -ABATEMENTS & IMPROVEMENTS  
 TRANSFERS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>TRANSFERS</u>							
82-4700.1301 TRANSFER OUT-CAPITAL IMPRO	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL REVENUE	150,000	3,100.00	4,834.01	634,542.78	0.00	145,165.99	3.22
FUND TOTAL EXPENDITURES	55,000	0.00	2,250.56	615,373.03	(0.01)	52,749.45	4.09
REVENUE OVER/(UNDER) EXPENDITURES	95,000	3,100.00	2,583.45	19,169.75	0.01	92,416.54	2.72

\*\*\* END OF REPORT \*\*\*

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

83 -CRC DEBT SERV RESERVE  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>INTEREST EARNED</u>							
83-3000.0201 INTEREST W/ FISCAL AGENT	0	0.00	0.00	0.00	0.00	0.00	0.00
83-3000.0203 INTEREST	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>REVENUE/RECEIPTS</u>							
83-3000.0300 OTHER FINANCING SOURCES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUE/RECEIPTS	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER FINANCING SOURCES</u>							
83-3000.1200 TRANSFER IN - DEBT SERV R	( 360,000)	<u>0.00</u>	<u>360,000.00</u>	<u>360,000.00</u>	<u>0.00</u>	( 720,000.00)	<u>100.00-</u>
TOTAL OTHER FINANCING SOURCES	( 360,000)	0.00	360,000.00	360,000.00	0.00	( 720,000.00)	100.00-
TOTAL REVENUES	( 360,000)	0.00	360,000.00	360,000.00	0.00	( 720,000.00)	100.00-

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

83 -CRC DEBT SERV RESERVE  
 BOND EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>FEES</u>							
83-4343.0903 MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FEES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>BOND EXPENDITURES</u>							
83-4343.1600 BOND PRINCIPAL RETIREMENT	245,000	0.00	245,000.00	240,000.00	0.00	0.00	100.00
83-4343.1601 BOND INTEREST	117,783	0.00	60,442.60	63,682.53	0.00	57,340.40	51.32
83-4343.1620 DEBT SERVICE EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
83-4343.1625 OTHER FINANCING USE	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BOND EXPENDITURES	362,783	0.00	305,442.60	303,682.53	0.00	57,340.40	84.19
TOTAL EXPENDITURES	362,783	0.00	305,442.60	303,682.53	0.00	57,340.40	84.19
REVENUE OVER/(UNDER) EXPENDITURES	( 362,783)	0.00	( 305,442.60)	( 303,682.53)	0.00	( 57,340.40)	84.19
FUND TOTAL REVENUE	( 360,000)	0.00	360,000.00	360,000.00	0.00	( 720,000.00)	100.00-
FUND TOTAL EXPENDITURES	362,783	0.00	305,442.60	303,682.53	0.00	57,340.40	84.19
REVENUE OVER/(UNDER) EXPENDITURES	( 722,783)	0.00	54,557.40	56,317.47	0.00	( 777,340.40)	7.55-
*** END OF REPORT ***							

CITY OF MONCKS CORNER  
 REVENUE AND EXPENSE - BUDGET vs ACTUAL  
 AS OF: FEBRUARY 28TH, 2026

Item 5.

84 -CAPITAL IMPROVEMENTS  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUES</u>							
<u>REVENUE/RECEIPTS</u>							
84-3000.0310 GRANT MIRACLE LEAGUE PLAYG	0	0.00	0.00	0.00	0.00	0.00	0.00
84-3000.0311 GRANT RC DENNIS SIDEWALK	1,248,000	0.00	0.00	0.00	0.00	1,248,000.00	0.00
84-3000.0312 GRANT LAND WATER (LACEY PA	500,000	0.00	0.00	0.00	0.00	500,000.00	0.00
84-3000.0313 BERK CTY ARPA PUB SAFETY P	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE/RECEIPTS	1,748,000	0.00	0.00	0.00	0.00	1,748,000.00	0.00
<u>GRANTS</u>							
84-3000.0800 MASC HOME ECON DEVEL GRANT	0	0.00	0.00	25,000.00	0.00	0.00	0.00
84-3000.0809 PARD GRANT	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL GRANTS	0	0.00	0.00	25,000.00	0.00	0.00	0.00
<u>DONATIONS</u>							
84-3000.1100 MIRACLE LEAGUE DONATIONS/S	0	0.00	0.00	0.00	0.00	0.00	0.00
84-3000.1105 DONATIONS / REIMBURSEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER FINANCING SOURCES</u>							
84-3000.1200 TRANSFER FROM STORMWATER	0	0.00	0.00	0.00	0.00	0.00	0.00
84-3000.1205 TRANSFER IN - FROM GF	0	0.00	0.00	0.00	0.00	0.00	0.00
84-3000.1206 TRANSFER IN - OTHER FUNDS	0	0.00	0.00	0.00	0.00	0.00	0.00
84-3000.1207 TRANSFER FROM ARAP	0	0.00	0.00	579,133.00	0.00	0.00	0.00
84-3000.1208 TRANSFER - WELLNESS FUND	290,000	0.00	0.00	0.00	0.00	290,000.00	0.00
TOTAL OTHER FINANCING SOURCES	290,000	0.00	0.00	579,133.00	0.00	290,000.00	0.00
TOTAL REVENUES	2,038,000	0.00	0.00	604,133.00	0.00	2,038,000.00	0.00

Item 5.

84 -CAPITAL IMPROVEMENTS  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>PROJECT EXPENDITURES</u>							
84-4454.1409 REC CONCESSION/ PRESS BOX	0	0.00	0.00	0.00	0.00	0.00	0.00
84-4454.1410 MIRACLE LEAGUE	0	0.00	691,657.44	1,044,558.09	0.00 (	691,657.44)	0.00
84-4454.1411 PUBLIC SERVICE BUILDING	0	0.00	0.00	0.00	0.00	0.00	0.00
84-4454.1412 SHADE SHELTER	0	0.00	0.00	0.00	0.00	0.00	0.00
84-4454.1415 RC DENNIS SIDEWALK	1,560,000	0.00	312,000.00	0.00	0.00	1,248,000.00	20.00
84-4454.1416 TOWN HALL ENGINEERING	0	97,960.00	110,855.57	0.00	0.00 (	110,855.57)	0.00
84-4454.1417 LACEY PARK RENNOVATIONS	2,000,000	0.00	0.00	0.00	0.00	2,000,000.00	0.00
84-4454.1418 MONCK'S CORNER TOWN SQUARE	0	3,080.00	8,169.97	20,161.00	0.00 (	8,169.97)	0.00
84-4454.1419 TOWN HALL PROPERTY	0	34,826.00	524,060.20	0.00	0.00 (	524,060.20)	0.00
84-4454.1420 DOWNTOWN PARKING	0	13,500.00	13,500.00	0.00	0.00 (	13,500.00)	0.00
TOTAL PROJECT EXPENDITURES	3,560,000	149,366.00	1,660,243.18	1,064,719.09	0.00	1,899,756.82	46.64
TOTAL EXPENDITURES	<u>3,560,000</u>	<u>149,366.00</u>	<u>1,660,243.18</u>	<u>1,064,719.09</u>	<u>0.00</u>	<u>1,899,756.82</u>	<u>46.64</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 3,560,000)	( 149,366.00)	( 1,660,243.18)	( 1,064,719.09)	0.00 (	1,899,756.82)	46.64
FUND TOTAL REVENUE	2,038,000	0.00	0.00	604,133.00	0.00	2,038,000.00	0.00
FUND TOTAL EXPENDITURES	<u>3,560,000</u>	<u>149,366.00</u>	<u>1,660,243.18</u>	<u>1,064,719.09</u>	<u>0.00</u>	<u>1,899,756.82</u>	<u>46.64</u>
REVENUE OVER/(UNDER) EXPENDITURES	( 1,522,000)	( 149,366.00)	( 1,660,243.18)	( 460,586.09)	0.00	138,243.18	109.08

\*\*\* END OF REPORT \*\*\*



Item 5.

85 -FIXED ASSETS  
 DEPRECIATION

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>EXPENDITURES</u>							
<u>OPERATING</u>							
85-4700.0730 DEPRECIATION-ADMINISTRATIO	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0731 DEPRECIATION-COMM DEVELOP	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0732 DEPRECIATION-POLICE DEPT.	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0733 DEPRECIATION-FIRE DEPARTME	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0734 DEPRECIATION-PUBLIC SERV	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0735 DEPRECIATION-RECREATION	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0736 DEPRECIATION-VICTIM'S ADVO	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0737 DEPRECIATION-BUILDING OFFI	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0738 DEPRECIATION- SRO PD	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0739 DEPRECIATION -NARCOTICS FU	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0740 DEPRECIATION-COMM REC CTR	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0741 DEPRECIATION-MUNICIPAL COU	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0742 ABATEMENT AND IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0743 DEPRECIATION-STORM WATER	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0744 DEPRECIATION - SANITATION	0	0.00	0.00	0.00	0.00	0.00	0.00
85-4700.0745 DEPRECIATION - IT DEPARTME	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
*** END OF REPORT ***							
*** END OF REPORT ***							

CITY OF MONCKS CORNER  
REVENUE AND EXPENSE - BUDGET vs ACTUAL  
AS OF: FEBRUARY 28TH, 2026

Item 5.

87 -GOVERNMENT WIDE

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00

\*\*\* END OF REPORT \*\*\*

CITY OF MONCKS CORNER  
REVENUE AND EXPENSE - BUDGET vs ACTUAL  
AS OF: FEBRUARY 28TH, 2026

Item 5.

99 -POOL CASH

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	LAST YEAR YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FUND TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
FUND TOTAL EXPENDITURES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00

\*\*\* END OF REPORT \*\*\*

**TOWN OF MONCK'S CORNER REGULAR MEETING**  
**Tuesday, March 17, 2026**

**Title:** Heatley and Gullede Street Parking Lot Design Proposal

**Background:**

We received a \$350,000 grant for the parking lot project on Heatley Street. We are expecting to leverage the County's in-kind work to minimize our out-of-pocket for the match.

Per our IGA's the Town is responsible for the design of the parking lot.

We requested and received a proposal from Wood+Partners for the design of the parking lot. The attached proposal for \$140,600 takes us through the design phase.

**Exhibits:** Wood+Partners proposal

**Funding:** General Fund

**Town Council action requested:** Consider approval of Wood+Partners Proposal for \$140,600

**Staff recommendation:** Approve the Wood+Partners Proposal for \$140,600

# EXHIBIT A

## AIA B101-2017 – EXHIBIT A

### INITIAL INFORMATION AND SCOPE OF SERVICES

**Project:** Approx. 120-Space Parking Lot Development that will include approximately 1.5 +/- acres of land disturbance.

**Location:** Heatley Street & Gulledge Street, Moncks Corner

**Owner:** Town of Moncks Corner

**Architect/Engineer (“Architect”):** Wood and Partners, Inc.

**Date:** February 17, 2026

The Project is subject to review and approval by the Town of Moncks Corner and applicable state and local agencies.

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## ARTICLE A.1 INITIAL INFORMATION

### A.1.1 Project Description

Development of an approximately 120-vehicle surface parking facility on approximately 1.5 +/- acres of land including:

- Asphalt parking and striping
- ADA-compliant sidewalks and accessible routes
- Grading and drainage infrastructure
- Onsite and offsite stormwater studies for underground detention system beneath the parking lot
- Stormwater management facilities meeting Town of Moncks Corner stormwater requirements
- Landscape planting and irrigation systems
- Site lighting with photometric analysis
- Signage and pavement markings
- Utility coordination including irrigation water service supply

**Note:** No sanitary sewer services are included in this scope.

Estimated Construction Cost: **\$1,200,000 – \$1,500,000**

---

### A.1.2 Owner’s Criteria and Information

The Owner shall provide:

- Property ownership documentation
  - Existing utility information (if available)
  - Project funding parameters
  - Geotechnical authorization access
  - Timely review and decisions
- 

## **ARTICLE A.2 ARCHITECT'S SERVICES**

Architect shall provide the Basic Services set forth below and shall coordinate subconsultants including civil engineering, electrical engineering, surveying, and geotechnical engineering.

---

### **A.2.1 Schematic Design Phase Services**

Architect shall:

- Review survey and geotechnical data
- Prepare preliminary site layout ( $\pm 120$  spaces)
- Conceptual grading and stormwater approach including onsite/offsite detention studies
- Establish preliminary landscape and irrigation concepts
- Prepare preliminary lighting layout
- Prepare preliminary Opinion of Probable Construction Cost

Deliverable: Schematic Design package (PDF)

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### **A.2.2 Design Development Phase Services**

Architect shall:

- Refine parking geometry and circulation
- Develop grading and drainage design including underground detention system
- Conduct stormwater calculations for onsite and offsite contributing areas
- Prepare planting and irrigation layout
- Coordinate irrigation water service supply (meter and backflow location)
- Develop lighting layout with preliminary photometric modeling
- Update Opinion of Probable Construction Cost

Deliverable: Design Development documents (PDF)

---

### **A.2.3 Construction Documents Phase Services**

Architect shall prepare signed and sealed construction documents including:

#### **Civil Engineering**

- Parking Lot site layout and dimension plan
- Grading and drainage plan
- Stormwater management details, calculations, and design for underground detention
- Erosion and sediment control plan
- Utility coordination plans

#### **Landscape Architecture**

- Sidewalk and Lighting site layout and dimension plan
- Planting plan and schedules
- Irrigation plan and specifications
- Site and Landscape details

#### **Electrical Engineering**

- Photometric calculations
- Electrical site plan and fixture schedule

#### **Signage and Markings**

- ADA signage plan
- Pavement marking and striping plan

Deliverable: Permit-ready Construction Document set (PDF and CAD)

---

### **A.2.4 Permitting and Approvals**

Architect shall:

- Prepare and submit zoning and land development applications
- Prepare stormwater and erosion control submittals including Town stormwater compliance for underground detention
- Respond to review comments (up to two cycles)
- Attend one public or staff review meeting

Permit fees excluded.

---

### **A.2.5 Bidding or Negotiation Phase Services (If Authorized)**

If the Owner authorizes this phase, Architect shall:

- Assist in responding to bidder inquiries
  - Issue addenda (up to two)
  - Assist with bid evaluation and recommendation
- 

### **A.2.6 Construction Phase Services (If Authorized)**

If authorized, Architect shall:

- Conduct preconstruction meeting
  - Review submittals and shop drawings
  - Conduct two site observation visits
  - Prepare punch list
  - Issue Substantial Completion Recommendation
- 

## **ARTICLE A.3 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **A.3.1 Supplemental Services Included in Basic Services**

- Surveying (boundary and topographic)
- Geotechnical investigation (3–4 borings)
- Photometric lighting analysis
- Irrigation water service supply design
- Offsite and onsite stormwater studies for underground detention system

### **A.3.2 Additional Services (If Required)**

The following are Additional Services:

- Additional agency review cycles beyond two
- Traffic impact studies
- Environmental permitting
- Off-site roadway improvements
- Additional geotechnical borings

- Construction staking
- Hazardous materials investigation

Additional Services shall be compensated as set forth in Article A.4.

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## **ARTICLE A.4 COMPENSATION**

### **A.4.1 Compensation for Basic Services**

Owner shall compensate Architect a **Lump Sum Fee of \$140,600** for Basic Services.

Fee Allocation:

- Surveying: \$9,800
  - Geotechnical Engineering: \$6,700
  - Civil Engineering: \$64,100
  - Landscape Architecture: \$32,000
  - Electrical Engineering / Photometrics: \$8,000
  - Permitting Coordination: \$20,000
- 

### **A.4.2 Compensation for Additional Services**

- Bidding Assistance: \$16,500
  - Construction Phase Services: \$33,000
  - Additional Review Cycle: \$2,000 per cycle
  - Additional Meetings: \$850 per meeting
- 

### **A.4.3 Reimbursable Expenses**

Reimbursable Expenses shall be billed at cost plus 15% and include:

- Printing and reproduction
  - Permit fees
  - Utility tap fees
  - Courier services
  - Travel beyond 50 miles
  - Additional soil borings beyond assumed scope
-

## **ARTICLE A.5 PROJECT SCHEDULE**

- Survey & Geotechnical: 3–4 weeks
  - Schematic through Construction Documents: 10–12 weeks
  - Permitting: Subject to agency review timelines
- 

## **ARTICLE A.6 STANDARD OF CARE**

Architect shall perform services consistent with the professional skill and care ordinarily provided by licensed design professionals practicing under similar circumstances in the same locality.

**TOWN OF MONCKS CORNER REGULAR MEETING**  
**Tuesday, March 17, 2026**

**Title:** Winter Street Drainage Improvements – Proposal for bidding and Construction Administration

**Background:**

We solicited bids January 5, 2026, and received them on February 4<sup>th</sup>. At the February 17<sup>th</sup>, Council Meeting, Council approved the low bid from W.E. Davis Construction at \$691,075.62.

This proposal is to cover the bidding (which has been done under their hourly rate schedule) and construction administration. Seamon Whiteside was selected as our on-call engineer for civil projects. Their proposal for these services is attached and comes to \$49,200.

**Exhibits:** SW Proposal

**Funding:** Stormwater Fund

**Town Council action requested:** Consider proposal from Seamon Whiteside for engineering, permitting, bid and construction management for the Upgrade of California Branch crossing at Main Street for \$49,200.

**Staff recommendation:** Accept proposal from Seamon Whiteside for engineering, permitting, bid and construction management for the Upgrade of California Branch crossing at Main Street for \$49,200.

March 11, 2026

Mr. Jeffrey V. Lord            *[via email]*  
Town Administrator  
Town of Moncks Corner  
118 Carolina Avenue  
Moncks Corner, SC 29461

**Task Order 3 – Winter Street Drainage Improvements – Addendum 1  
On-Call Professional Services**

*SW+ Project #13121*

Dear Mr. Lord,

Seamon, Whiteside & Associates, Inc. (SW+) is pleased to offer an addendum for professional engineering services for the Winter Street Drainage Improvements project.

The scope of services included herein will support bidding, construction administration, grant management, and close out services.

**Scope of Services**

**Division Three: Bidding**

It is assumed that bidding will take place once (i.e., single bid advertisement, evaluation, and recommendation of award) and will include the following tasks:

1. Conduct and attend pre-bid conference.
2. Prepare and issue addenda to the bid documents (as applicable).
3. Respond to bidder questions throughout the bid advertisement (as applicable).
4. Conduct and attend bid opening.
5. Prepare tabulation of bids and provide to Client.
6. Assist Client with review and evaluation of each submitted bid.
7. Prepare written recommendation to Client concerning contract award.
8. Submit construction contract documents to RIA (funding agency) for review prior to the Client executing the construction contract. Revisions will be made to the construction contract documents and will be resubmitted to RIA for final approval as applicable.
9. Assist Client in executing construction contract with selected bidder.

**Division Four: Construction Administration**

It is assumed that SW+ will act as the Client's representative during construction of the Winter Street project with both the selected contractor and with RIA (funding agency). As a result, construction management, administration, and inspection services to be provided to include:

501 Wando Park Boulevard, Suite 200, Mount Pleasant, SC 29464 | (843) 884-1667  
SeamonWhiteside.com

Mount Pleasant | Greenville | Summerville | Spartanburg | Columbia | Charlotte | Raleigh  
*Elevating the site design experience.*

1. Assist Client in executing construction contract and issuing notice to proceed with selected contractor. This includes obtaining required bonds, licensing, and insurance documentation from the selected contractor.
2. Schedule, attend, and lead pre-construction meeting with Client and selected contractor. Meeting minutes will be developed and distributed following the meeting.
3. Schedule, attend, and lead construction progress meetings with Client and selected contractor, as necessary.
4. Receive, review, and respond to required contractor submittals.
5. Receive, review, and respond to requests for information (RFIs).
6. Receive, review, and approve pay applications from the contractor. Final pay applications will be submitted to the Client for final approval and payment.
7. Receive, review, and process contract modifications as requested by the contractor. SW+'s review will be aimed at providing the Client with a reasonable assurance that the change is justified and that the dollar and time adjustment to the construction contract are accurate and fair.
8. Conduct routine site visits to monitor, observe, and document construction progress. The intent of these site visits is to determine if work is proceeding in accordance with the construction contract documents (i.e., construction drawings, technical specifications, and "front-end" documents). The Client will be informed about the progress of the work and SW+ will endeavor to guard the Client against deficiencies in the work.
9. Complete SWPPP inspections and reporting until close out in accordance with the stormwater permit. Deficiencies needing compliance will be submitted to the contractor. SWPPP reporting will be distributed to regulatory permitting agencies at required intervals. SWPPP site inspections will be completed during routine site visits.
10. Provide the following services to comply with standard conditions of the construction permits and to support commissioning efforts required of the project:
  - a. Witness tests of relocated water and sewer lines (as necessary).
  - b. Provide preliminary review of water and sewer system relocations (as necessary).
  - c. Receive, review, and approve as-built surveys provided by the contractor's surveyor.
  - d. Schedule and attend roadway and drainage system inspections as required by the local agencies having jurisdiction.
  - e. Coordinate with the agency having jurisdiction regarding their inspection requirements of the stormwater management facilities.
11. Schedule, attend, and lead substantial completion site visit with Client and contractor. As part of substantial completion, the contractor's request for documentation of substantial completion will be received and reviewed. Inspections will be completed at this time (as required). A certificate of substantial completion and punch list of items needing attention prior to final completion will be completed following required inspections and document review. Repeat inspections and punch lists as required for final completion.
12. Schedule, attend, and lead final completion site visit with Client and contractor.
13. Close out construction contract and permits for construction.
14. Assist client in managing state RIA grant which covers a portion of the construction budget. Services include:
  - a. Quarterly progress reporting
  - b. Payment/reimbursements
  - c. Change orders (as applicable)
  - d. Close out

*Notes, Assumptions, and Exclusions:*

1. *It is assumed that a single bid advertisement will take place.*
2. *It is assumed that a single contractor will be selected to complete construction of the project.*
3. *Coverage under the SC NPDES General Permit for Construction Activities (NPDES) is required prior to initiation of land disturbing activities. A prerequisite to coverage is the submittal to, and approval of, a SWPPP by the local agency having jurisdiction under the SCDES MS4 program. In addition to initial erosion and sediment control measures, the SWPPP also includes various other provisions outside of the scope of the construction drawings. The SWPPP is intended to be a framework outlining measures that are intended to be implemented and maintained throughout the construction period. As a result, additional efforts related to the implementation, maintenance, and updating of the SWPPP are required during construction. Some of these must be performed by SW+ and others can be performed by SW+ or other parties.*

**Fees:**

We will provide the indicated services for the following fees:

Division Two: Bidding .....	\$9,200 (Lump Sum)
Division Four: Construction Administration .....	\$40,000 (Hourly Not to Exceed)

Hourly rate services and/or additional services shall be invoiced according to the table below:

SW+ current hourly rates are as follows (see note below):

Principal in Charge.....	\$300.00
Managing Principal.....	\$300.00
Professional Support.....	\$120.00
Administrative Support.....	\$100.00

**Landscape Architecture**

Director.....	\$275.00
Senior Landscape Architecture Team Leader/Practice Leader 2.....	\$250.00
Landscape Architecture Team Leader/Practice Leader 1.....	\$240.00
Senior Landscape Architecture Project Manager 3/Senior Land Planner 3.....	\$225.00
Senior Landscape Architecture Project Manager 2/Senior Land Planner 2.....	\$220.00
Senior Landscape Architecture Project Manager 1/Senior Land Planner 1.....	\$210.00
Landscape Architecture Project Manager/Land Planner 5.....	\$195.00
Landscape Architecture Project Coordinator/Land Planner 4.....	\$185.00
Land Planner 3.....	\$180.00
Land Planner 2.....	\$170.00
Land Planner 1.....	\$160.00

**Civil Engineering**

Director.....	\$275.00
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Senior Civil Engineering Team Leader/Practice Leader 2 .....	\$250.00
Civil Engineering Team Leader/Practice Leader 1 .....	\$240.00
Senior Civil Engineering Project Manager 3/Senior Designer 3 .....	\$225.00
Senior Civil Engineering Project Manager 2/Senior Designer 2 .....	\$220.00
Senior Civil Engineering Project Manager 1/Senior Designer 1 .....	\$210.00
Civil Engineering Project Manager/Civil Designer 5 .....	\$200.00
Civil Engineering Project Coordinator/Civil Designer 4 .....	\$190.00
Civil Designer 3 .....	\$185.00
Civil Designer 2 .....	\$175.00
Civil Designer 1 .....	\$165.00
Senior CAD Technician .....	\$170.00
CAD Technician 4 .....	\$160.00
CAD Technician 3 .....	\$150.00
CAD Technician 2 .....	\$140.00
CAD Technician 1 .....	\$130.00
<u>Construction Administration</u>	
Director .....	\$275.00
Senior Construction Administration Team Leader .....	\$250.00
Construction Administration Team Leader .....	\$240.00
Senior Construction Administration Project Manager .....	\$210.00
Construction Administration Project Manager .....	\$200.00
Construction Administration Project Coordinator .....	\$190.00
Construction Administration Field Representative 2 .....	\$165.00
Construction Administration Field Representative 1 .....	\$155.00
Entitlements Manager .....	\$160.00
Permitting Coordinator .....	\$150.00
<u>SW+ Surveying</u>	
Director .....	\$225.00
Surveying Team Leader .....	\$205.00
Surveying Project Manager .....	\$180.00
Surveying Crew Chief .....	\$140.00
3 Man Survey Crew .....	\$260.00
2 Man Survey Crew .....	\$200.00
Field Rep .....	\$60.00
CAD Technician 4 .....	\$155.00
CAD Technician 3 .....	\$145.00
CAD Technician 2 .....	\$135.00
CAD Technician 1 .....	\$125.00

**Note: Hourly rates are subject to change October 1 of each year. Hourly rates to be invoiced shall be those in effect at the time services are provided.**

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

Mileage outside of the local area .....IRS standard mileage rates

*(Local area is defined as the metropolitan area of the originating office of the proposal; IRS values reflected in this proposal to match the latest published IRS standard mileage rates)*

Printing of construction and project drawings (\$0.42 per sq ft)

24 x 36 .....	\$2.52 each
30 x 42 .....	\$3.68 each
36 x 48 .....	\$5.04 each

Color inkjet plotting (\$8.05 per sq ft)

24 x 36 .....	\$48.30 each
30 x 42 .....	\$70.44 each
36 x 48 .....	\$96.60 each

Black and white inkjet plotting (\$2.10 per sq ft)

24 x 36 .....	\$12.60 each
30 x 42 .....	\$18.38 each
36 x 48 .....	\$25.20 each

Black and white Xerox copies

8½ x 11 .....	\$0.22 each
8½ x 14 .....	\$0.27 each
11 x 17 .....	\$0.37 each

Color Xerox copies

8½ x 11 .....	\$1.10 each
8½ x 14 .....	\$2.80 each
11 x 17 .....	\$3.60 each

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. If it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the upper limit of the indicated range.

Other project related reimbursable expenses, such as but not restricted to postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees for outside subconsultants will be billed at actual cost plus a 15% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Addendum acceptable, as governed by the On Call Agreement between SW+ and the Town of Moncks Corner, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.



Jason Munday PE  
Vice President

Accepted By:

Please Provide Billing Contact  
Email address:

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Signature and Title

**TOWN OF MONCK'S CORNER REGULAR MEETING**  
**Tuesday, March 17, 2026**

**Title:** Consideration of Professional Services Proposal – NRCS Emergency Watershed Protection Program

**Background:**

This proposal from Seamon, Whiteside & Associates (SW+) provides the professional engineering, environmental, and program management services necessary to administer the grant funded through the USDA Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program related to damages from Tropical Storm Debbie and meet federal grant requirements.

**Project Purpose**

The NRCS EWP program provides federal funding to address watershed damage caused by natural disasters. The proposed work focuses primarily on the California Branch watershed area and includes measures intended to reduce future flood risk and improve stormwater conveyance.

The project includes two primary components:

- Stream cleanup and bank stabilization to reduce erosion and improve hydraulic capacity of the stream corridor.
- Voluntary property buyouts and demolition of structures in areas that experience repetitive flooding.

The proposal anticipates services associated with up to 41 parcels identified in the flood mitigation study for potential buyouts.

**Scope of Services**

- The proposed services include:
- Program and grant management coordination with NRCS
- Property owner coordination and voluntary buyout administration
- Surveying and environmental site assessments
- Appraisals, title work, and property closings
- Design of stream restoration and stabilization improvements
- Permitting with state and federal agencies
- Bidding assistance and contractor selection
- Construction administration and project closeout

## Cost and Schedule

The proposal outlines professional service fees across multiple divisions of work including program management, surveying, environmental investigations, buyout services, engineering design, permitting, bidding, and construction administration.

### Technical Assistance (100% Grant Funded)

TA Budget: \$740,580.67  
 TA Fee: \$700,000.00 (Division 1, 2A, 5A & 5B, 7, and 8)

### Financial Assistance (75% Grant Funded)

FA Budget: \$9,874,409.00  
 FA Eng Fee: \$991,282.50 (Division 2B, 3, and 4)  
 FA Remain: \$8,883,126.50 (for property buyouts and construction of stream stabilization)

### Permitting (0% Grant Funded)

Permitting Fee (Town): \$57,500 (Division 6)

**Total From Grant: \$1,443,461.88**

**Total From Town: \$ 305,320.62**

The project is estimated to take approximately 20 months, including roughly 12 months of construction activities.

**Exhibits:** Seamon, Whiteside & Associates (SW+) Proposal

**Funding:** NRCS EWP Grant  
 Stormwater Fund

**Council Action requested:** Accept proposal from Seamon, Whiteside & Associates (SW+) for NRCS Emergency Watershed Protection Program Professional Services for \$ 1,748,782.50.

March 9, 2026

Mr. Jeffrey V. Lord  
Town Administrator  
Town of Moncks Corner  
118 Carolina Avenue  
Moncks Corner, SC 29461

## **NRCS Emergency Watershed Protection – Tropical Storm Debbie On-Call Professional Services**

Dear Mr. Lord,

Seamon, Whiteside & Associates, Inc. (SW+) is pleased to offer a proposal for professional services to implement improvements granted by the Natural Resources Conservation Service (NRCS) Emergency Watershed Program (EWP) in response to Tropical Storm Debbie.

The scope of services included herein will support property buyouts, structure demolition, property easements, design, permitting, bidding, construction administration, grant management, and close out services associated with the project. Exhibits A1 through D4, originally included as Appendix F of the California Branch Flood Mitigation Study dated April 11, 2025, are appended to this proposal and depict the approximate limits for which work will be completed.

### **Scope of Services**

#### **Division One: Program Management, Progress Meetings, Stakeholder Engagement, and Grant Management**

We understand the project will require regular progress meetings with NRCS, the Client, project subconsultants, and other authorities having jurisdiction, as well as stakeholder engagement, and grant management. As a result, our services for this division will include the following:

1. Facilitate a kick-off meeting with NRCS, Client, and other applicable project team members (e.g., subconsultants) to discuss project goals, constraints, and schedule. Meeting minutes will be documented and distributed afterwards.
2. Attend and lead monthly progress meetings with NRCS and the Client throughout the project duration. Meeting minutes will be documented and distributed afterwards.
3. Attend and lead one public information meeting. Presentation materials (e.g., exhibits, PowerPoint, etc.) will be prepared ahead of time and submitted to Client for review and approval.
4. Coordinate with NRCS, Client (and representatives), and subconsultants throughout the project. This may include emails, phone calls, and in-person meetings, as necessary. Specifically this will include, but not be limited to, submitting and receiving approval for supporting documentation for property buyouts to include:
  - Submitting supporting documentation for eligible relocation expenses, if required;
  - Submitting preliminary title commitments for eligibility review;
  - Providing Offer for NRCS concurrence prior to coordination with property owner; and,
  - Providing NRCS Agreement Closeout documentation to include:

- Fair Market Valuation and Methodology;
  - Copy of appraisal and 3<sup>rd</sup> party technical review;
  - Signed Statements of Voluntary Participation;
  - Copy of Recorded Deed and Deed Restriction; and,
  - Copies of any closing documents.
5. Prepare and submit Quality Assurance Plan (QAP) to NRCS for review and concurrence prior to soliciting the project for bidding.
  6. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to the start of construction.
  7. Provide grant management for the project which may include but may not be limited to progress reporting, processing payment applications/requests, and close out documentation. Grant close out documentation will include the following:
    - Construction plans and record drawings (if applicable) of stream restoration and stabilization work;
    - Professional Engineer Certification attesting work has been completed in accordance with approved plans and specifications;
    - Final Flood Study Mitigation Report reflecting constructed conditions;
    - Photograph(s) of California Branch and property site(s) after project completion;
    - Signed Statement(s) of Voluntary Participation from the owner(s) of each property;
    - Demolition and restoration construction plans for property buyouts;
    - Copies of recorded notarized deeds, including required deed restriction language;
    - Latitude and longitude of each property (to nearest sixth decimal place);
    - Market value determination(s) and rationale;
    - Documentation of duplication of benefits review;
    - Copy of Offer(s) of Just Compensation with calculation/summary;
    - Date structure was removed from each property; and,
    - Copies of Explanation of Benefits Statements issued to participants.
  8. Prepare final package consisting of: executed agreements with Client and subcontractors; meeting minutes and pertinent project correspondence with NRCS; grant close out documentation; approved permits and close out documentation; and, Contractor as-builts, pay applications, and change orders .

### **Division Two: Surveying**

Surveying will be completed to assist with the engineering design and permitting of the proposed stream clean up and bank stabilization improvements (Task A) as well as support efforts to buy out portions of up to 24 parcels (Task B). All survey data will be collected using South Carolina State Plane coordinates (i.e., NAD 83 horizontal datum and NAVD 88 vertical datum). Specific surveying services include:

#### **Task A - Tree & Topographical Survey**

1. A Tree & Topographic Survey will be prepared for approximately 10,500 linear feet of stream, including:
  - Property boundary and all apparent easements shown on available and accessible recorded plats;
  - Hardscape;
  - Structures;

- All trees 8" and greater at DBH within 20 feet of the top of bank of each side of California Branch;
- Contours at 1-foot contour intervals and spot elevations;
- Utility boxes and structures (if present); and,
- High Water Flags observed at time of survey.

#### Task B - Subdivision Plats

1. Properties that are not being purchased in their entirety will be subdivided to facilitate purchase of a portion of the property. Subdivision plats will be prepared for up to 24 parcels.
2. Subdivision plats will be prepared for each parcel separately and in accordance with Town of Moncks Corner requirements. All structures will be depicted on the Subdivision Plats. All property corners not found and newly created will be set with #5 rebar.
3. Access easements and combination plats are not included within the scope of this proposal. Should these be necessary to comply with zoning requirements, these services can be provided for a negotiated fee.

#### Division Three: Environmental Investigations

Environmental services will be completed for up to 41 parcels outlined in Exhibits A1 through D4. These services will be completed by Terracon Consulting, Inc, with the exception of asbestos inspections and lead waste characterization which will be completed by Trident Environmental Services, Inc. Specific tasks associated with this division include:

##### 1. Base Phase I Environmental Site Assessment (ESA) Services

The ESA will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site.

RECs are defined by ASTM E1527-21 as "(1) the presence of *hazardous substances or petroleum products* in, on, or at the *subject property* due to a *release* to the *environment*; (2) the *likely* presence of *hazardous substances or petroleum products* in, on, or at the *subject property* due to a *release* or *likely release* to the *environment*; or (3) the presence of *hazardous substances or petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*." This ESA includes consideration of the movement of hazardous substances and petroleum products in any form, including migration of vapor in the subsurface. A *de minimis* condition is not a REC.

- Review of Per- and Polyfluoroalkyl Substances (PFAS)
  - There are a family of compounds known as per- and polyfluoroalkyl substances (PFAS) which are considered emerging contaminants of concern due to their mobility and longevity in the environment. PFAS have been used in many products, including but not limited to fire-fighting foam, anti-stick coatings, stain and water-repellent coatings, electroplating, and paper products, among others. On July 8, 2024, US EPA designated two PFAS compounds, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), including their salts and structural isomers, as hazardous substances under CERCLA; accordingly, PFOA and PFOS will be evaluated within the scope of E1527-21.
- Physical Setting
  - The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.
- Historical Use Information

- A review of historical resources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following minimum selected references will be obtained and reviewed for the site and adjoining properties, if available:
  - Historical topographic maps
  - Aerial photographs (approximate 10 to 15-year intervals)
  - City directories (approximate 5-year intervals)
  - Fire (Sanborn) insurance maps
- The following additional historical resources will be reviewed for the site if determined by the Environmental Professional to be warranted, applicable and likely useful:
  - Property tax file information
  - Building department records
  - Zoning records
  - Prior environmental reports, permits and registrations; or geotechnical report, if provided by the client.
  - Site title search information (to be provided by Bishop Law Firm under Division Four)
  - Environmental liens (to be provided by Bishop Law Firm under Division Four)
- The Client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.
- Regulatory Records Review
  - Consistent with ASTM E1527-21, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.
  - In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.
- Site and Adjoining/Surrounding Property Reconnaissance
  - A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:
    - Site description
    - General site operations

- Features, activities, uses, and conditions of the site relevant to identifying RECs
- The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

- Report Preparation

- A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services.

## 2. Asbestos and Lead-Based Paint Surveys

Asbestos inspections will be performed for up eleven (11) existing buildings where full property buyouts are proposed.

- Asbestos Inspection

- Bulk samples of suspect materials will be collected by a licensed building inspector. In order to minimize analytical costs, samples will only be collected and analyzed of those materials requiring appropriate documentation (lab report, training certificates, etc.) to confirm, or deny, the presence of asbestos fibers. Upon delivery and receipt of the lab results from a NVLAP Accredited Laboratory, a written report will be prepared detailing pertinent findings, conclusions, and environmental professional opinions related to the vessel. The report will including the following:

- Asbestos Summary of ACBM
- Sample Data Tables detailing sample information (condition, friability, category, etc.)
- Diagrams/Photographs identifying Homogenous Areas
- PLM/TEM Bulk Sample Analysis Report(s)
- Copy of Inspectors SCDES (formerly SCDHEC) Asbestos Inspector License
- Copy of NVLAP Accredited Laboratory Certification

## 3. Lead Paint Waste Characterization by Toxicity Characteristic Leaching Procedure (TCLP)

- Upon demolition of a structure where the full property has been purchased, a TCLP waste characterization of a sample of the entire non-asbestos waste stream (including brick, wood, shingles, etc.) will be performed to determine presence of lead and confirm appropriate disposal requirements with the disposing landfill.

## 4. Preliminary Desktop Wetland Assessment

- Terracon will review readily available resources to assist with identifying potential wetlands and Waters of the US (WOTUS) on the site or in the immediate vicinity of the site. These resources include the current United States Geological Survey (USGS) 7.5 Minute Topographic Map, United States Fish and Wildlife Service National Wetlands Inventory (USFWS NWI) Map, United States Geological Survey (USGS) National Hydrography Dataset (NHD), US Department of Agriculture (USDA) – Natural Resource Conservation Services (NRCS) Soil Survey data, aerial photographs, publicly available light detection and ranging (LiDAR) data, and other related data as applicable and based on availability.
- The streams and waterbodies on the USGS topographic map are understood to be approximate and not frequently updated. The NWI data was published by the U.S. Department of the Interior's USFWS and depicts suspect wetland areas and other waterbodies based on stereoscopic analysis of high-altitude aerial photographs. It is Terracon's understanding that the published data is not regularly updated and has not been validated in the field. Presence of mapped NWI features is not always indicative of the presence of jurisdictional waterbodies, and the USFWS maintains that there is no attempt made by the NWI program to define the limits of proprietary jurisdiction of any Federal, State,

or local government, or to establish the geographical scope of the regulatory government agencies. Terracon will rely heavily on soils data, LiDAR data, and aerial imagery in the evaluation of aquatic resources from a desktop perspective.

- Terracon will also obtain applicable existing data for the site related to past wetland delineations and 404/401 Clean Water Act permits. Terracon will attempt to obtain pertinent information regarding past studies from readily available resources including Freedom of Information Act (FOIA) request(s) through the US Army Corps of Engineers (USACE). Please note that FOIA information provided by USACE is often delayed and may not be available within the schedule for providing deliverables.
- A site visit will be conducted to determine the presence and approximate locations of potential waters of the United States (WOTUS), including wetlands. The site visit will use mandatory technical criteria, field indicators, and other sources of information to determine whether the site has jurisdictional WOTUS, including wetlands. WOTUS, including wetlands are identified according to the definitions provided in 33 CFR §328.3(a). The site visit will be performed by a Professional Wetland Scientist or environmental scientist trained and experienced in delineation methodologies.
  - The methods Terracon will use in the site visit to identify wetlands generally follow the USACE Wetland Delineation Manual (USACE Manual), dated 1987 and the applicable Regional Supplement to the USACE Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2.0 (Regional Supplement). WOTUS, including wetlands generally have three essential characteristics: wetland hydrology, hydrophytic vegetation, and hydric soils.
  - Terracon will identify the presence of potential WOTUS: traditional navigable waters, relatively permanent waters, non-relatively permanent waters, and wetlands that are adjacent, abutting, or isolated to these waters.
- Terracon will provide a written report describing the methods used for the analysis and finding of the desktop review and site visit including a map showing the approximate locations and boundaries of the WOTUS, including wetlands on the site.
  - Please note Terracon will not delineate the upland/wetland boundaries on the site using colored flagging and no Wetland Determination Forms will be completed.
  - The limited wetlands review does not provide a definitive assessment of aquatic resources within the project area with the potential to be regulated under Federal, State, and /or local law and does not include an opinion as to whether features present on the site would be considered jurisdictional by the USACE. This limited desktop review is not a substitute for an actual field delineation in accordance with the USACE, state, and local guidance (as applicable); therefore, it is not suitable for consultation with the USACE, state, or local entities.

#### 5. Threatened and Endangered Species Habitat Assessment

- The threatened and endangered species habitat assessment will consist of identification and review of readily available resources that document the potential presence of federally listed species within the site and surrounding vicinity. The primary source utilized will be the United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPAC) search engine to identify federally listed threatened and endangered species as well as proposed listed and candidate species in the area. Terracon will also review the applicable USFWS Endangered, Threatened, and At-Risk Species list. Terracon will request technical assistance from the South Carolina Department of Natural Resources (SCDNR) using the SC Natural Heritage Species Reviewer. Please note the IPaC system and the SC Natural Heritage Species Reviewer requires input of project location, project name, project type, and/or a description of the proposed project. SCDNR can take 30 days or more to reply with a letter documenting known occurrences of species in the vicinity of the site deemed relevant to the project.
- Terracon will conduct an onsite habitat assessment. Terracon will perform a limited transect on-site assessment to identify indicators of species habitat and visual observations for occurrence of federally threatened and endangered species. Findings of the assessment, including habitat descriptions of each listed species and effects analysis, will be

documented in a report. Terracon will coordinate with the client upon completion of the report to determine if Section 7 consultation with the USFWS is warranted.

- It should be noted that USFWS has specific survey windows and time periods established for surveys of listed species. The costs associated with this habitat assessment assume one site visit in accordance with the proposed schedule. USFWS may require species to be reevaluated within the established surveys windows. Terracon can provide costs for additional survey costs on an as needed basis.

#### 6. Historic Properties/Archaeological Resource Section 106 Survey

- Based on our understanding of the project being funded through a USDA NRCS Federal grant, the project then requires a Section 106 Project Review in consultation with the South Carolina Department of Archives and History (SCDAH) who serve as the South Carolina State Historic Preservation Office. In order to comply with Section 106 of the National Historic Preservation Act of 1966 as amended, and the implementing regulations of 38 CFR 800, a Terracon scientist, qualified to meet the Secretary of Interior Standards of Professional Qualifications for Architectural History, Historic Architecture, or Archaeology, will complete a preliminary survey of all properties cited in the project documents, and complete a SCDAH Section 106 Project Review Form, referencing all relevant project data.
- At the completion of this survey and report, the form will be submitted to SCDAH for comment and revisions for concurrence of findings. SCDAH will take 30-45 days to review the report and provide recommendations, revisions, or a determination of concurrence. A Terracon scientist will then revise the report and carry out any further necessary documentation in order to obtain a SCDAH letter of approval for the project to proceed.
- A Terracon scientist will conduct a limited data review for publicly known historic sites using SC ArchSite, a GIS mapping service administered by SCDAH and the South Carolina Institute for Anthropology and Archaeology, for any historic architectural resources, including but not limited to those listed on the National Register of Historic Places (NRHP), and known archaeological resources from previous documented surveys within a .25 mile radius of the project area. This information will be utilized to supplement the Section 106 Project Review Form report, and any subsequent desktop Cultural Resources evaluations required for permitting.
- Terracon will provide a brief section in the ESA summarizing the mapped cultural resource features from the NRHP and publicly available data sources pertaining to the site.
- The Terracon scientist will perform a “windshield survey” of all structures identified in the project information package, and provide a determination of eligibility for the NRHP for any structures over 50 years in age.
- A Terracon scientist will also provide recommendations to SCDAH of the likelihood for the presence of any buried archaeological resources within the project area, and recommendations for mitigation if necessary.
- Absence of documented cultural/historic sites does not ensure cultural resources are not present. A lack of documented cultural/historic resources may indicate that the area has not been surveyed or such resources were not previously encountered. A lack of documented cultural/historic resources may indicate data pertaining to presence of such resources is located non-publicly accessible/restricted access records.

#### Division Four: Buyout Services

Buyout services will be completed for up to 41 parcels as identified in Exhibits A1 through D4. These services will be completed by Freehold Focus, Bishop Law Firm, Batson Company, and Compass South. Specific tasks associated with this division include:

##### Task A - Property Owner Coordination (Freehold Focus)

- Coordination with property owners to outline program;
- Coordination with appraisers and attorney for real estate closings and transactions;
- Preparation of Duplication of Benefits forms in coordination with property owners;

- Provide the Offer to property owner and outlining the property valuation methodology, including any assumptions or deductions;
- Coordination with property owners to execute Acknowledgement of Voluntary Participation forms;
- Recording of titles, deeds and easements;
- Based on preliminary records searches of the parcels, several properties are occupied by renters and will be entitled to relocation assistance per the Uniform Relocation Assistance and Real Property Acquisition Act. If required, relocation advisory services provided under this scope per the URA are outlined below. Three (3) relocations are anticipated within the scope of this proposal.
  - Utilizing required forms, reports, documents and data necessary for each displacee;
  - Providing any required relocation notices (including but not limited to the General Information Notice, Eligibility Notice, 90 Day Notice, and 30 Day Notice);
  - Determination of replacement housing payment eligibility including rent supplements and down payments in lieu of rent supplements (one determination per displacee is included herein)
  - Perform inspection to verify decent, safe and sanitary requirements for replacement dwellings and any comparables used in determining payments (one inspection per displacee is included herein)
  - Assist displacees in preparing personal property inventories for eligible moving expenses;
  - Preparing moving cost findings and determine eligibility for fixed payments in lieu of actual move costs;
  - Providing advisory services tailored to the needs of each resident including housing referrals, financial guidance on benefits, and counseling regarding program requirements;
  - Provide advisory services tailored to the needs of each business displaced including search expenses, moving costs, re-establishment expenses, or fixed payments in lieu of actual costs;
  - Conduct post move inspections;
  - Secure signed relocation claim forms, reviewing for completeness and accuracy; and,
  - Provide complete documentation of disbursements and claims as part of project record.

**Task B - Property Appraisal Services (Batson Company)**

- Contact property owners by mail or phone, allowing for meetings at the owners discretion, in compliance with the Uniform Act of Uniform Standards of Professional Appraisal Practice; and,
- Prepare appraisal in compliance “before and after” valuation method.

**Task C - Technical Appraisal Review Services (Compass South)**

- Prepare appraisal review reports to ensure compliance with the requirements set forth in the Uniform Standards of Professional Appraisal Practice, that value opinions stated in the appraisal reports are adequately supported and each appraisal meets the specifications of the Emergency Watershed Protection Program-Buyout alternative program.

**Task D - Title Search and Closing Services (Bishop Law Firm)**

- Prepared title search for each property, including examination of public records necessary to issue a South Carolina title opinion based upon a 40-year search;
- Prepared title updates prior to or at closing as needed;
- Represent Client (and property owner where requested) for property closing services; and,
- Provide title insurance policy.

Efforts to coordinate with NRCS and subconsultants for the submittal of property buyout supporting documentation are included under Division One of this proposal.

### **Division Five: Construction Documents**

Design services will be provided to develop construction drawings within the approximate work limits depicted in Exhibits A1 through D4. Design services for construction drawings will be separated into two subtasks – Stream Clean Up and Bank Stabilization (Task A) and Property Demolition and Stabilization (Task B). Specific design services for each subtask are below.

#### **Task A -Stream Clean Up and Bank Stabilization**

1. Use existing site data (county GIS, surveys/plats, maps, drone imagery, etc.) to create base map for initial coordination with Client and NRCS.
2. Perform field walkthrough of the approximate work limits prior to design to identify preliminary clean up scope and limits of bank stabilization. An additional walkthrough will be performed after preliminary design to confirm bank stabilization limits and appropriateness of stabilization measures proposed.
3. Initial coordination with the following agencies on project requirements:
  - NRCS (Design Standards and Specifications)
  - Town of Moncks Corner (Stormwater, Bank Stabilization Methods)
  - SCDES (Coastal Zone Consistency and Water Quality review)
4. Develop bank stabilization design concepts to mitigate against erosion during peak flood flows. Typical sections will be developed and provided to the Client and NRCS for feedback.
5. Complete a hydrologic and hydraulic analysis for the existing conditions and proposed conditions, including anticipated bank stabilization measures. All modeling will be based upon the existing hydrologic and hydraulic modeling completed for the initial application to NRCS.
6. Prepare a signed and sealed report summarizing the existing and proposed conditions hydraulic analysis. The report will be included in the land disturbance permit submittal to the Town and SCDES.
7. Prepare preliminary and construction drawings. Final construction drawings will include the following:
  - Cover Sheet
  - Notes and Symbols Sheet
  - Existing Conditions Survey
  - Demolition Plan
  - Bank Stabilization Plan and Profile Plan
  - Grading Plan
  - Stream Bank Cross Sections (50-foot intervals)
  - Planting Plan
  - Erosion and Sedimentation Control Plan
  - Details
8. Coordinate with NRCS, Client, and authorities having jurisdiction regarding design.
9. Coordinate, lead, and attend field design review meetings with NRCS and Client following delivery of preliminary construction drawings.
10. Prepare and update opinions of probable construction costs throughout the design phase.
11. Prepare technical construction specifications based on final construction drawings.

12. Prepare storm water, erosion control and sediment control design and calculations required for submittal.

### **Task B - Property Demolition and Stabilization**

1. Use existing site data (county GIS, surveys/plats, maps, drone imagery, etc.) to create base map for initial coordination. Research zoning and land development restrictions of property including restrictive covenants (if applicable).
2. Perform field walkthrough of the approximate work limits to identify any constraints for easement acquisition and prepare preliminary demolition scope (where applicable) for full property buyouts.
3. Initial coordination with the following agencies on project requirements:
  - NRCS (Program Requirements)
  - Town of Moncks Corner (Zoning, Stormwater, Demolition)
  - Water, Sewer, Power, Natural Gas and Telecom Provider(s) (Utility Disconnect Requirements)
4. Construction plans will be prepared for up to eleven (11) parcels where existing structures are proposed to be demolished. Plans will be prepared for all parcels and submitted for permit as a single plan set. Preliminary and final construction drawings will be prepared and will include the following:
  - Cover Sheet
  - Notes and Symbols Sheet
  - Existing Conditions Survey
  - Demolition Plan
  - Erosion and Sediment Control Plan / Details
  - Planting Plan and Details
5. Prepare and update opinions of probable construction cost throughout the design phase.
6. Submit demolition and restoration plans to NRCS. Respond to comments and resubmit final plans for NRCS review and concurrence.
7. Prepare stormwater management memorandum for each parcel, detailing the scope of work, existing and proposed stormwater runoff, sediment and erosion control measures, and construction waste management measures.
8. Prepare technical construction specifications (as needed) based on final construction drawings.

### **Division Six: Permitting**

Agency permit packages will be prepared for improvements to be located within the approximate work limits depicted in Exhibits A1 through D4. This division will include the following permitting tasks:

1. Wetlands and Waters of the State Delineation:
  - Complete a desktop review of historic aerial photographs, historic topographic maps, aquatic resources mapping, soils mapping, and other relevant data to assist in identifying potential aquatic resources and jurisdictional features within the approximate work limits.
  - Complete a field delineation to map/locate approximate locations/boundaries of potential waters of the state.
  - Prepare a jurisdictional determination request/delineation package and submit to the United States Army Corps of Engineers (USACE).
  - Attend jurisdictional determination verification site visit (as needed).
2. 404/401 Wetland and Waters of the State Permitting:

- Schedule and attend pre-application meeting with applicable state and federal agencies.
  - Prepare wetland and waters of the state exhibits depicting impacts for use in permit applications.
  - Prepare and submit 401 water quality certification.
  - Prepare and submit 404 permit application.
  - Complete a mitigation analysis to determine the need for compensatory mitigation required for implementation of the project.
  - Receive agency permitting comments, address comments, and resubmit permitting documents for final approvals.
3. Stormwater Permitting:
- Schedule and attend pre-submittal meeting.
  - Prepare NPDES Notice of Intent documentation and submit to SCDES.
  - Prepare and submit coastal zone consistency documentation and submit to SCDES.
  - Prepare and submit Town of Moncks Corner Stormwater Management – Construction Activity Application package to include a comprehensive stormwater pollution prevention plan (C-SWPPP), drainage technical report (prepared as part of Division Five), and required exhibits/maps.
  - Receive agency permitting comments, address comments, and resubmit permitting documents for final approvals.
4. Local Permitting:
- Prepare applicable building, floodplain management, and/or planning/zoning applications/documents for approval. Demolition permits shall be the responsibility of the selected Contractor.
  - Receive comments, address comments, and resubmit applications/documents for final approvals.

#### **Division Seven: Bidding**

Bidding services will be provided to assist the Client in advertising, evaluating, and recommending one or more contractors to provide demolition services and construct project improvements in accordance with the documents prepared as part of Division Five. Up to two (2) separate bidding packages are included under the scope of this division, one for construction services for documents prepared under Division Five, Task A (Stream Clean Up and Bank Stabilization) and one for construction phase services under Division Five, Task B (Property Demolition and Stabilization). Bidding phase services for both packages will include the following tasks:

1. Prepare front end bidding documents and assemble bid package.
2. Coordinate with Client regarding bid advertisement (e.g., date, time, place, and invitation to bid) and provide Client with invitation to bid documents for formal advertisement.
3. Conduct and attend pre-bid conference.
4. Prepare and issue addenda to the bid documents (as applicable).
5. Respond to bidder questions throughout the bid advertisement (as applicable).
6. Conduct and attend bid opening.
7. Prepare tabulation of bids and provide to Client.
8. Assist Client with review and evaluation of each submitted bid.
9. Prepare written recommendation to Client concerning contract award.

10. Assist Client in executing construction contract with selected bidder.

#### **Division Eight: Construction Administration**

Construction administration services will be provided throughout the duration of construction for each awarded construction contract. Construction administration services include:

1. Schedule, attend, and lead pre-construction meeting with Client and selected contractor. Meeting minutes will be developed and distributed following the meeting. One pre-construction meeting is anticipated for each of the two (2) bid packages.
2. Receive, review, and respond to required contractor submittals. Up to 10 submittals are covered throughout construction.
3. Receive, review, and respond to requests for information (RFIs). Up to 20 RFIs are covered throughout construction.
4. Revise construction drawings and other design documents required to construct drainage improvements due to unforeseen utility conflicts and/or constructability issues not known or anticipated during Division Five.
5. Receive, review, and approve pay applications from the contractor. Final pay applications will be submitted to the Client for final approval and payment.
6. Receive, review, and process contract modifications as requested by the contractor. SW+'s review will be aimed at providing the Client with a reasonable assurance that the change is justified and that the dollar and time adjustment to the construction contract are accurate and fair.
7. Compile and submit documentation to support Client's requests for reimbursement from NRCS for construction work self-performed by the Client. Documentation shall include the following:
  - Material tickets or documentation reflecting costs of materials purchased and used in construction for eligible EWP Program activities. Documentation should include type, quality and quantity of materials used during construction. Excess materials purchased but not used for construction will not be considered eligible for reimbursement.
  - Daily time records for Client's employees performing construction services, including employee name, classification, wage rate, hours and dates of construction activity.
  - Equipment operating records showing type/size of equipment, hourly rate of operation, and hours/dates of operation.Client shall be responsible for providing material tickets and submitting employee and equipment operation hours and rates to SW+ for compilation, coordination and submittal to NRCS for reimbursement.
8. Conduct routine site visits to monitor, observe, and document construction progress. The intent of these site visits is to determine if work is proceeding in accordance with the construction contract documents (i.e., construction drawings, technical specifications, and "front-end" documents). The Client will be informed about the progress of the work and SW+ will endeavor to guard the Client against deficiencies in the work. An average of 20 hours per week has been assumed throughout the total construction duration estimated for this project.
9. Complete SWPPP inspections and reporting until close out in accordance with the stormwater permit. Deficiencies needing compliance will be submitted to the contractor. SWPPP reporting will be distributed to regulatory permitting agencies at required intervals. SWPPP site inspections will be completed during routine site visits.
10. Provide the following services to comply with standard conditions of the construction permits and to support commissioning efforts required of the project:
  - Receive, review, and approve as-built surveys provided by the contractor's surveyor.
  - Schedule and attend roadway and drainage system inspections as required by the local agencies having jurisdiction.
  - Coordinate with the agency having jurisdiction regarding their inspection requirements of the stormwater management facilities.

11. Schedule, attend, and lead substantial completion site visit with Client and contractor. One substantial completion site visit is anticipated for each of the two bid packages. As part of substantial completion, the contractor's request for documentation of substantial completion will be received and reviewed. Inspections will be completed at this time (as required). A certificate of substantial completion and punch list of items needing attention prior to final completion will be completed following required inspections and document review. Repeat inspections and punch lists as required for final completion.
12. Schedule, attend, and lead final completion site visit with NRCS, Client, and contractor.
13. Close out construction contract and permits for construction.

*Notes, Assumptions, and Exclusions:*

1. *SW+ shall endeavor to ensure that Client meets all requirements of NRCS and permitting authorities, however, it must be understood that certain elements such as Contractor's compliance with construction requirements, are outside of SW+'s control.*
2. *Demolition and utility service disconnection permits are not provided and will be the responsibility of the selected Contractor(s).*
3. *The total project duration is estimated to be 20 months with a construction duration of 12 months.*
4. *Subsurface utility engineering and exploration services are not provided.*
5. *This scope of services does not anticipate any utility relocations in conjunction with stream restoration work.*
6. *The scope of work proposed herein for regulatory record review in support of Phase 1 Environmental Site Assessments includes up to two hours of regulatory agency file and/or records review, including Client-provided reports and files. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the Client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.*
7. *Upland/wetland boundaries on each of the 41 parcels will not be delineated on site using colored flagging and no Wetland Determination Forms will be completed.*
8. *This scope of services anticipates restoration efforts associated with the stream will be covered under a USACE Nationwide permit. Permitting services associated with an Individual Permit through the USACE are not anticipated within this scope of services, but may be provided for a negotiated fee if required by the USACE to perform the stream restoration construction activities.*
9. *Client shall be responsible for the payment of application and permit fees, impact and tap fees, inspection fees, maintenance fees, bonds, and other agency charges associated with the permitting and construction of the Project.*
10. *Coverage under the SC NPDES General Permit for Construction Activities (NPDES) is required prior to initiation of land disturbing activities. A prerequisite to coverage is the submittal to, and approval of, a SWPPP by the local agency having jurisdiction under the SCDES MS4 program. In addition to initial erosion and sediment control measures, the SWPPP also includes various other provisions outside of the scope of the construction drawings. The SWPPP is intended to be a framework outlining measures that are intended to be implemented and maintained throughout the construction period. As a result, additional efforts related to the implementation, maintenance, and updating of the SWPPP are required during construction. Some of these must be performed by SW+ and others can be performed by SW+ or other parties. See below for additional information.*
11. *Opinions of probable costs that are prepared by SW+ shall be based on its experience and qualifications and represent its judgment as a Consultant familiar with the construction industry but shall not be a guarantee that construction costs will not vary from its opinions of probable cost.*

12. SW+ recognizes that design refinement and problem solving are iterative processes. However, it must also be recognized that excessive and continuous design changes are impossible to accurately quantify and are, therefore, outside of the scope of this proposal. We understand that a design will evolve during the submittal and review processes, and we do intend for these types of adjustments to be included. However, extensive and continuous design changes that are beyond the scope of those typical for a project of similar size and complexity will be charged as additional services on an hourly rate basis.
13. This scope of services does not include the processing of any eviction proceedings. Should these be required they can be provided for an additional negotiated fee.

**Fees:**

We will provide the indicated services for the following fees. All hourly and unit rate fees represent a not to exceed amount.

Division One: Program Management, Stakeholder Engagement, and Grant Management.....	\$160,000 (Hourly Not to Exceed)
Division Two: Survey.....	
Division 2A: Tree & Topographic Survey .....	\$50,000 (Lump Sum)
Division 2B: Subdivision Plats.....	\$120,000 (Unit Rate Basis)
Division Three: Environmental Investigations .....	\$225,060 (Unit Rate Basis)
Division Four: Buyout Services .....	
Division 4A: Property Owner Coordination.....	\$359,040 (Unit Rate Basis)
Division 4B: Property Appraisal Services.....	\$108,240 (Unit Rate Basis)
Division 4C: Technical Appraisal Review Services .....	\$44,000 (Unit Rate Basis)
Division 4D: Title Search and Closing Services .....	\$134,942.50 (Unit Rate Basis)
Division Five: Construction Documents.....	
Division 5A: Stream Clean Up and Bank Stabilization .....	\$200,000 (Lump Sum)
Division 5B: Property Demolition and Stabilization .....	\$65,000 (Hourly Not to Exceed)
Division Six: Permitting .....	\$57,500 (Hourly Not to Exceed)
Division Seven: Bidding .....	\$25,000 (Hourly Not to Exceed)
Division Eight: Construction Administration.....	\$200,000 (Hourly Not to Exceed)

Unit rates for survey, environmental and buyout services shall be invoiced according to the table below:

Division Two: Survey

Subdivision Plats .....	\$5,000 (Lump Sum Per Parcel)
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Division Three: Environmental Investigations

ESA Report.....	\$3,300 (Lump Sum Per Parcel)
ESA Report Updates (if property acquisition exceeds 180 days from original report).....	\$2,200 (Lump Sum Per Parcel)
ESA Report Updates (if property acquisition exceeds 365 days from original report).....	\$3,300 (Lump Sum Per Parcel)
Site Access Coordination.....	\$3,850 (Estimated Time and Materials)

Asbestos/Lead Waste Characterization.....	\$2,310 (Lump Sum Per Parcel)
Preliminary Desktop Wetland Assessment.....	\$3,850 (Lump Sum)
Threatened and Endangered Species Habitat Assessment.....	\$4,950 (Lump Sum)
Historic Properties / Archaeological Resources Section 106 Survey.....	\$24,200 (Lump Sum)
Project Management.....	\$11,000 (Estimated Time and Materials)

Division Four: Buyout Services

Acquisition Services (Residential Property) – Initial Owner Outreach.....	\$1,952.50 (Lump Sum Per Parcel)
Acquisition Services (Residential Property) – Duplication of Benefits / Inspection.....	\$1,952.50 (Lump Sum Per Parcel)
Acquisition Services (Residential Property) – Offer.....	\$1,952.50 (Lump Sum Per Parcel)
Acquisition Services (Residential Property) – Closing Coordination & Recording.....	\$1,952.50 (Lump Sum Per Parcel)
Acquisition Services (Commercial Property) – Initial Owner Outreach.....	\$2,227.50 (Lump Sum Per Parcel)
Acquisition Services (Commercial Property) – Duplication of Benefits / Inspection.....	\$2,227.50 (Lump Sum Per Parcel)
Acquisition Services (Commercial Property) – Offer.....	\$2,227.50 (Lump Sum Per Parcel)
Acquisition Services (Commercial Property) – Closing Coordination & Recording.....	\$2,227.50 (Lump Sum Per Parcel)
Relocation Services (Residential Property) – Owner Outreach & Notice.....	\$2,777.50 (Lump Sum Per Parcel)
Relocation Services (Residential Property) – Comparables & Replacement Benefit.....	\$2,777.50 (Lump Sum Per Parcel)
Relocation Services (Residential Property) – Move Approval & Inspection.....	\$2,777.50 (Lump Sum Per Parcel)
Relocation Services (Residential Property) – Closing & Claims Closeout.....	\$2,777.50 (Lump Sum Per Parcel)
Relocation Services (Commercial Property) – Owner Outreach & Notice.....	\$3,327.50 (Lump Sum Per Parcel)
Relocation Services (Commercial Property) – Comparables & Replacement Benefit.....	\$3,327.50 (Lump Sum Per Parcel)
Relocation Services (Commercial Property) – Move Approval & Inspection.....	\$3,327.50 (Lump Sum Per Parcel)
Relocation Services (Commercial Property) – Closing & Claims Closeout.....	\$3,327.50 (Lump Sum Per Parcel)
Property Appraisal.....	\$2,640 (Lump Sum Per Parcel)
Technical Appraisal Review.....	\$1,100 (Lump Sum Per Parcel)
Title Search & Title Opinion.....	\$440 (Lump Sum Per Parcel)
Title Update (Prior to Closing).....	\$165 (Lump Sum Per Parcel)
Closing Representation (Buyer Only).....	\$715 (Lump Sum Per Closing)
Closing Representation (Buyer and Seller).....	\$1,100 (Lump Sum Per Closing)
Title Insurance Premiums.....	Lump Sum Percentage of Insured Amount (Est. Range \$100 - \$1500 Per Parcel)

Hourly rate services and/or additional services shall be invoiced according to the table below:

SW+ current hourly rates are as follows (see note below):

Principal in Charge.....	\$300.00
Managing Principal.....	\$300.00
Professional Support.....	\$120.00
Administrative Support.....	\$100.00
<u>Landscape Architecture</u>	
Director.....	\$275.00

Senior Landscape Architecture Team Leader/Practice Leader 2.....	\$250.00
Landscape Architecture Team Leader/Practice Leader 1.....	\$240.00
Senior Landscape Architecture Project Manager 3/Senior Land Planner 3.....	\$225.00
Senior Landscape Architecture Project Manager 2/Senior Land Planner 2.....	\$220.00
Senior Landscape Architecture Project Manager 1/Senior Land Planner 1.....	\$210.00
Landscape Architecture Project Manager/Land Planner 5.....	\$195.00
Landscape Architecture Project Coordinator/Land Planner 4.....	\$185.00
Land Planner 3.....	\$180.00
Land Planner 2.....	\$170.00
Land Planner 1.....	\$160.00

Civil Engineering

Director.....	\$275.00
Senior Civil Engineering Team Leader/Practice Leader 2.....	\$250.00
Civil Engineering Team Leader/Practice Leader 1.....	\$240.00
Senior Civil Engineering Project Manager 3/Senior Designer 3.....	\$225.00
Senior Civil Engineering Project Manager 2/Senior Designer 2.....	\$220.00
Senior Civil Engineering Project Manager 1/Senior Designer 1.....	\$210.00
Civil Engineering Project Manager/Civil Designer 5.....	\$200.00
Civil Engineering Project Coordinator/Civil Designer 4.....	\$190.00
Civil Designer 3.....	\$185.00
Civil Designer 2.....	\$175.00
Civil Designer 1.....	\$165.00
Senior CAD Technician.....	\$170.00
CAD Technician 4.....	\$160.00
CAD Technician 3.....	\$150.00
CAD Technician 2.....	\$140.00
CAD Technician 1.....	\$130.00

Construction Administration

Director.....	\$275.00
Senior Construction Administration Team Leader.....	\$250.00
Construction Administration Team Leader.....	\$240.00
Senior Construction Administration Project Manager.....	\$210.00
Construction Administration Project Manager.....	\$200.00
Construction Administration Project Coordinator.....	\$190.00
Construction Administration Field Representative 2.....	\$165.00
Construction Administration Field Representative 1.....	\$155.00
Entitlements Manager.....	\$160.00
Permitting Coordinator.....	\$150.00

Surveying

Director.....	\$225.00
Surveying Team Leader.....	\$205.00
Surveying Project Manager.....	\$180.00
Surveying Crew Chief.....	\$140.00
3 Man Survey Crew.....	\$260.00
2 Man Survey Crew.....	\$200.00
Field Rep.....	\$60.00
CAD Technician 4.....	\$155.00
CAD Technician 3.....	\$145.00
CAD Technician 2.....	\$135.00
CAD Technician 1.....	\$125.00

**Note: Hourly rates are subject to change October 1 of each year. Hourly rates to be invoiced shall be those in effect at the time services are provided.**

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

Mileage outside of the local area .....GSA standard mileage rates  
*(Local area is defined as the metropolitan area of the originating office of the proposal; GSA rates reflected in this proposal to match the latest published GSA standard mileage rates)*

Printing of construction and project drawings (\$0.42 per sq ft)

24 x 36.....	\$2.52 each
30 x 42.....	\$3.68 each
36 x 48.....	\$5.04 each

Color inkjet plotting (\$8.05 per sq ft)

24 x 36.....	\$48.30 each
30 x 42.....	\$70.44 each
36 x 48.....	\$96.60 each

Black and white inkjet plotting (\$2.10 per sq ft)

24 x 36.....	\$12.60 each
30 x 42.....	\$18.38 each
36 x 48.....	\$25.20 each

Black and white Xerox copies

8½ x 11.....	\$0.22 each
8½ x 14.....	\$0.27 each
11 x 17.....	\$0.37 each

Color Xerox copies

8½ x 11.....	\$1.10 each
8½ x 14.....	\$2.80 each
11 x 17.....	\$3.60 each

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. If it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the upper limit of the indicated range.

Other project related reimbursable expenses, such as but not restricted to postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees for outside subconsultants will be billed at actual cost plus a 10% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Task Order acceptable, as governed by the On Call Agreement between SW+ and the Town of Moncks Corner, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.



Jason Munday PE  
Vice President

Accepted By:

Please Provide Billing Contact  
Email address:

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_

**Appendix F**  
**Potential Property Buy Outs and**  
**Stream Improvement Extents**



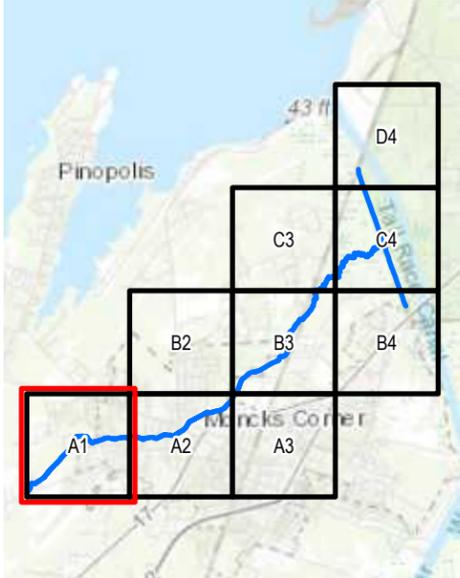
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector A1

Page 1 of 9

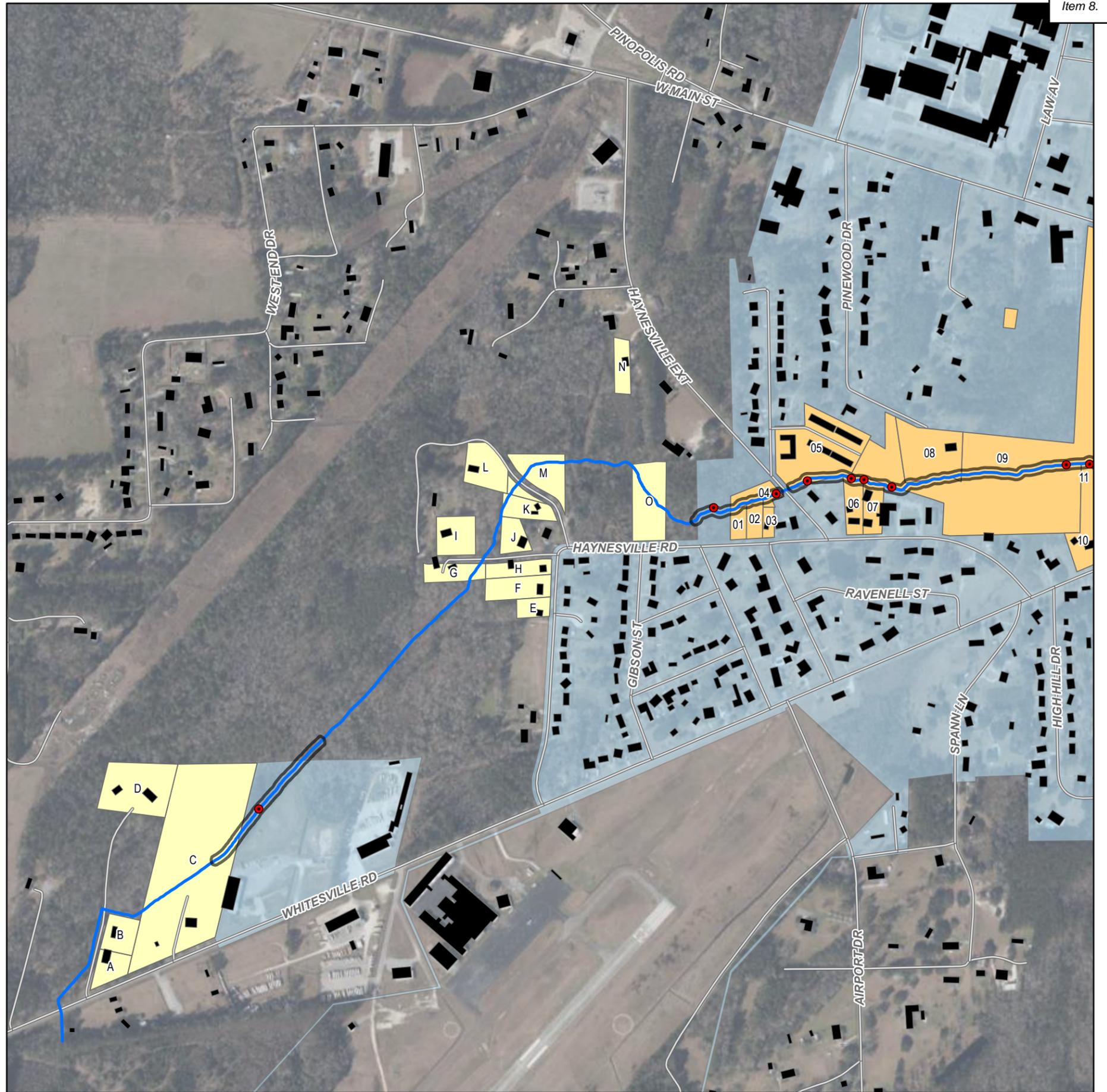
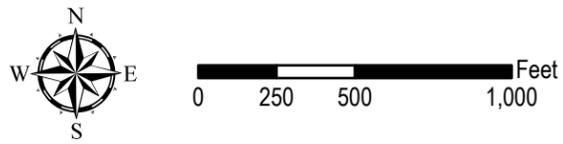


### NOTES:

1. Background 2020 aerial imagery collected by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by ESRI.
2. Parcels represent privately owned parcels to be purchased. Structures on parcels to be purchased should be relocated or demolished.
3. Structure footprints represent insurable structures as published by FEMA May of 2023.
3. Obstruction point locations are depicted for reference. However, it would be proposed to remove all obstructions within stabilization/re-establishment locations.
4. Stabilization/re-establishment extents represent sections along California Branch that require bank stabilization and critical area planting.

### Legend

- Waterway
- Railroad
- Roadway
- Structure
- Town of Moncks Corner
- Obstruction Removal
- Stabilization/Re-Establishment
- Parcel Buyout - County
- Parcel Buyout - Town



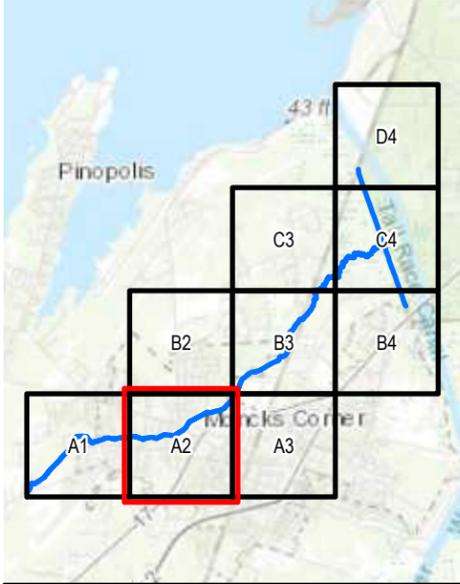
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector A2

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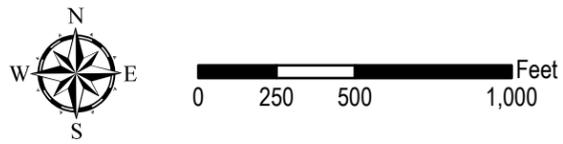


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- Parcel Buyout - Town



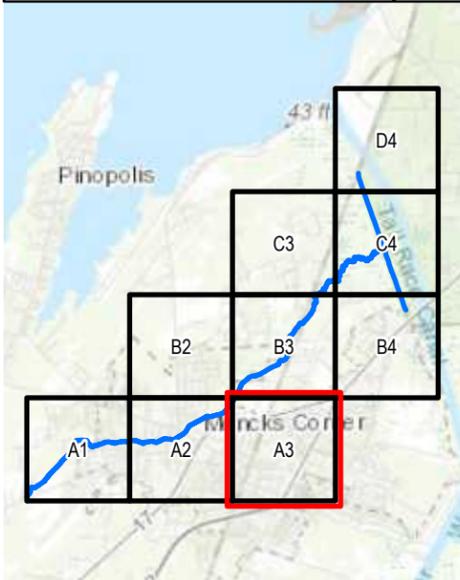
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector A3

Page 3 of 9

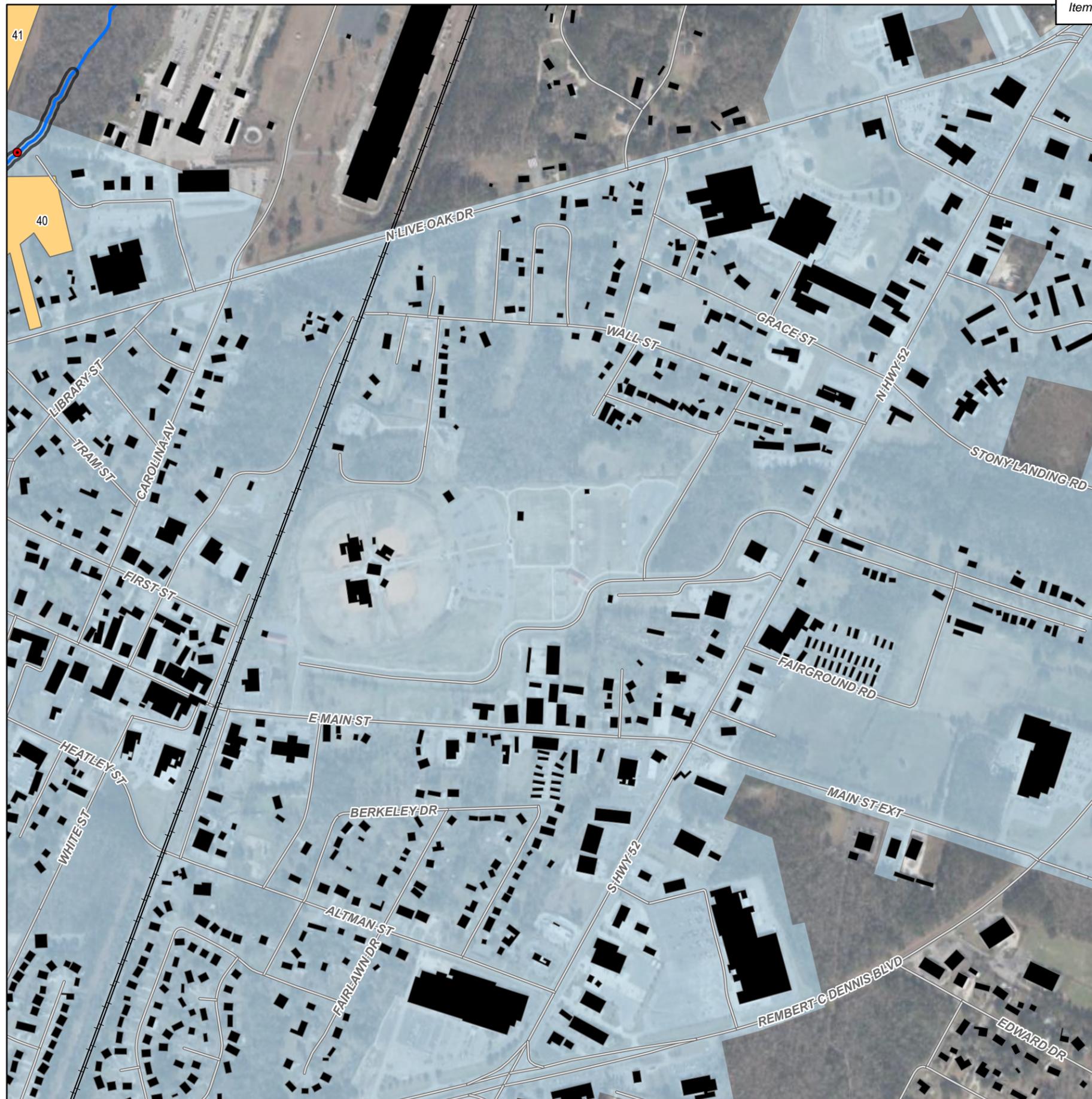
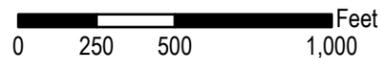


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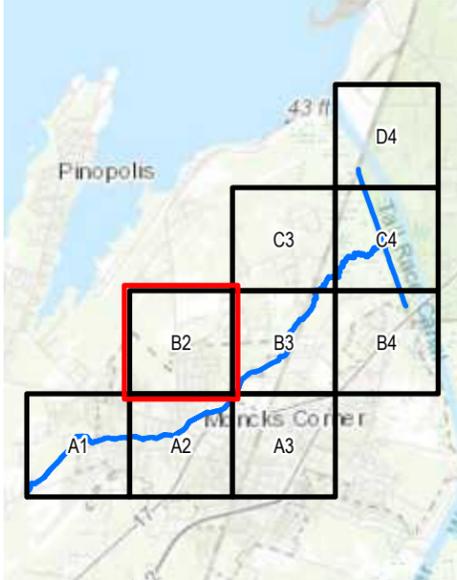
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector B2

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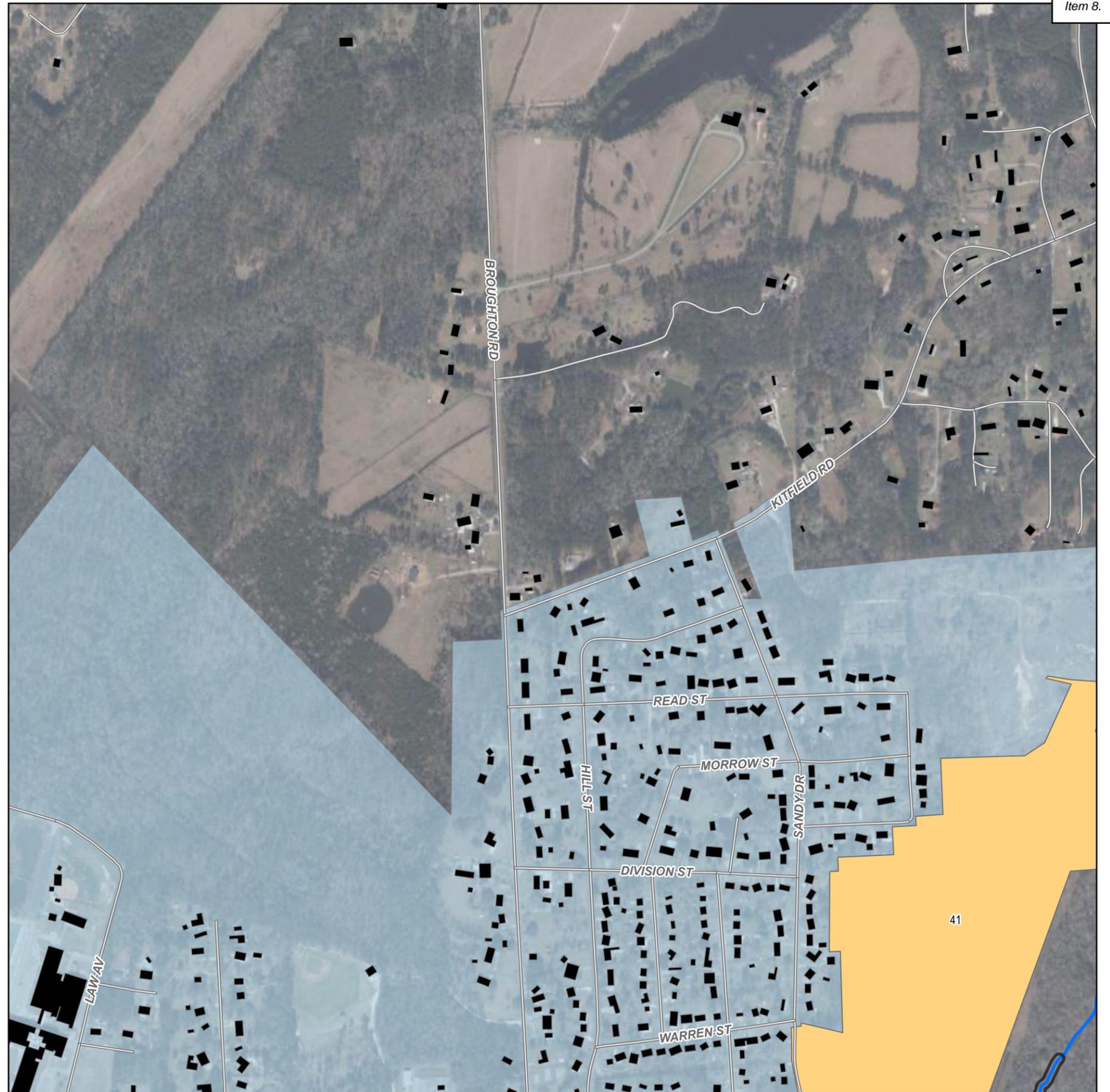
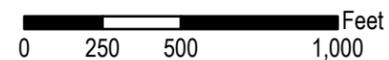


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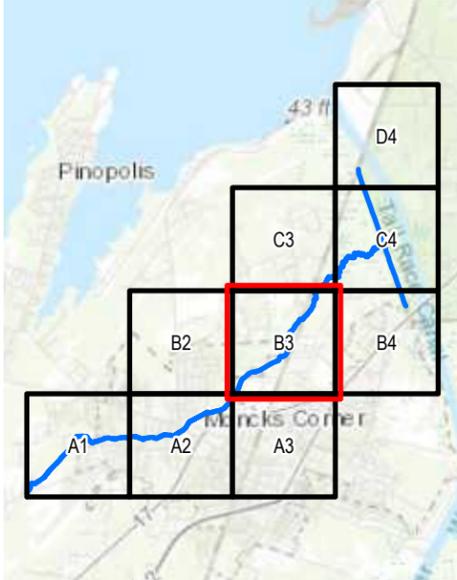
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector B3

Page 5 of 9

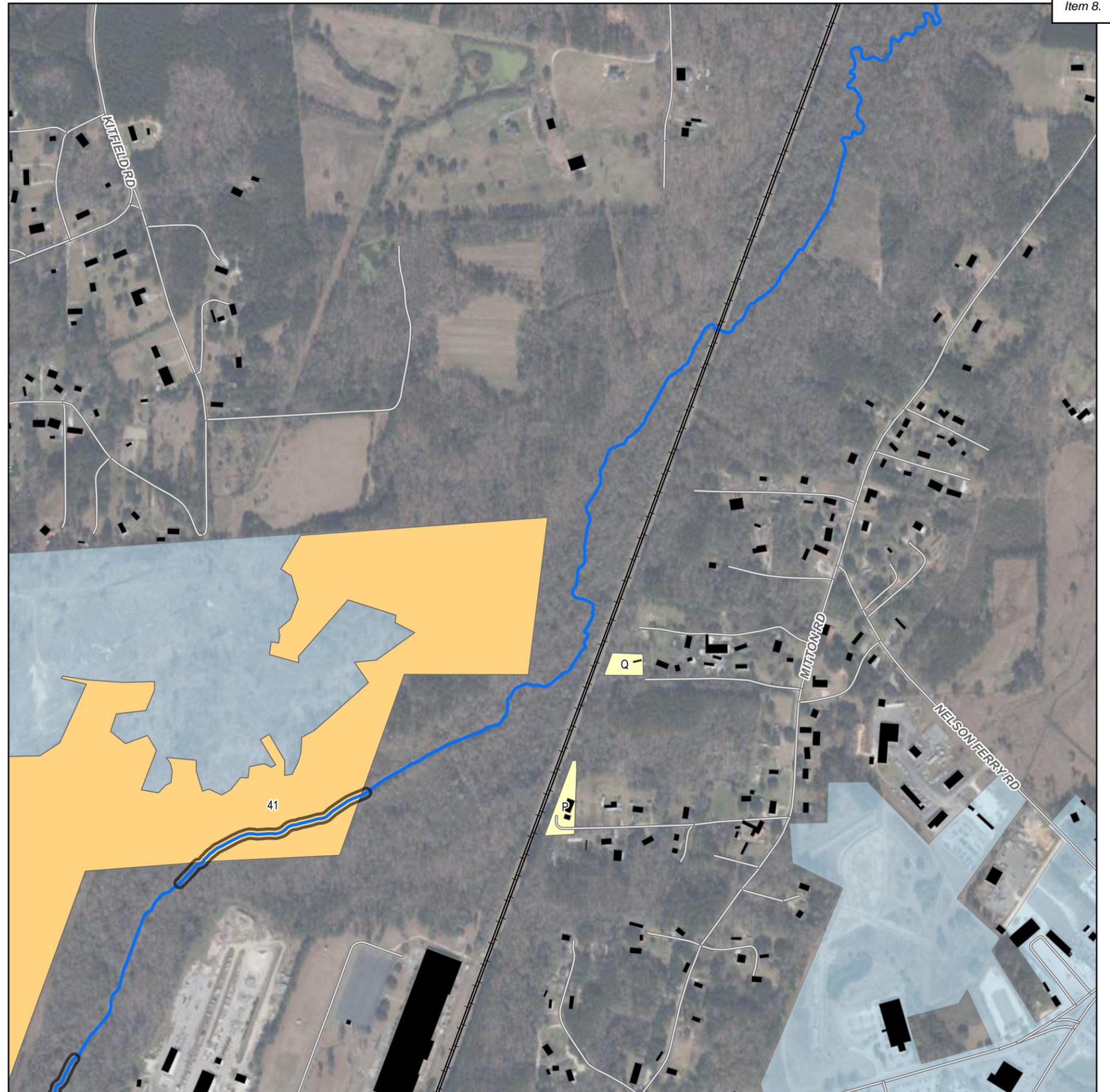
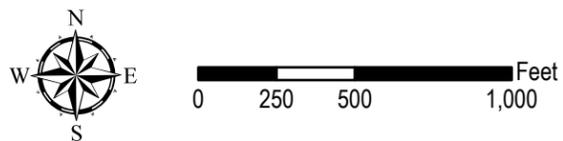


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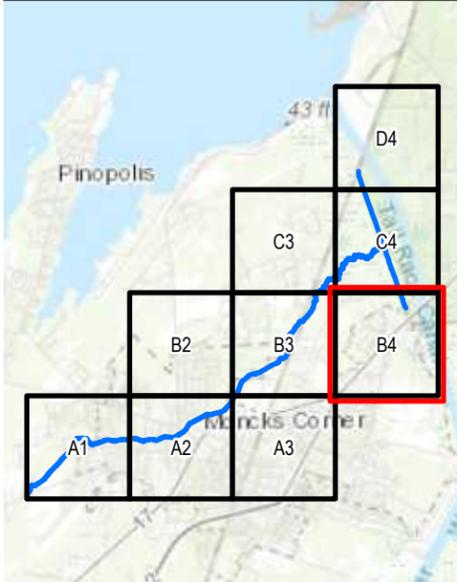
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector B4

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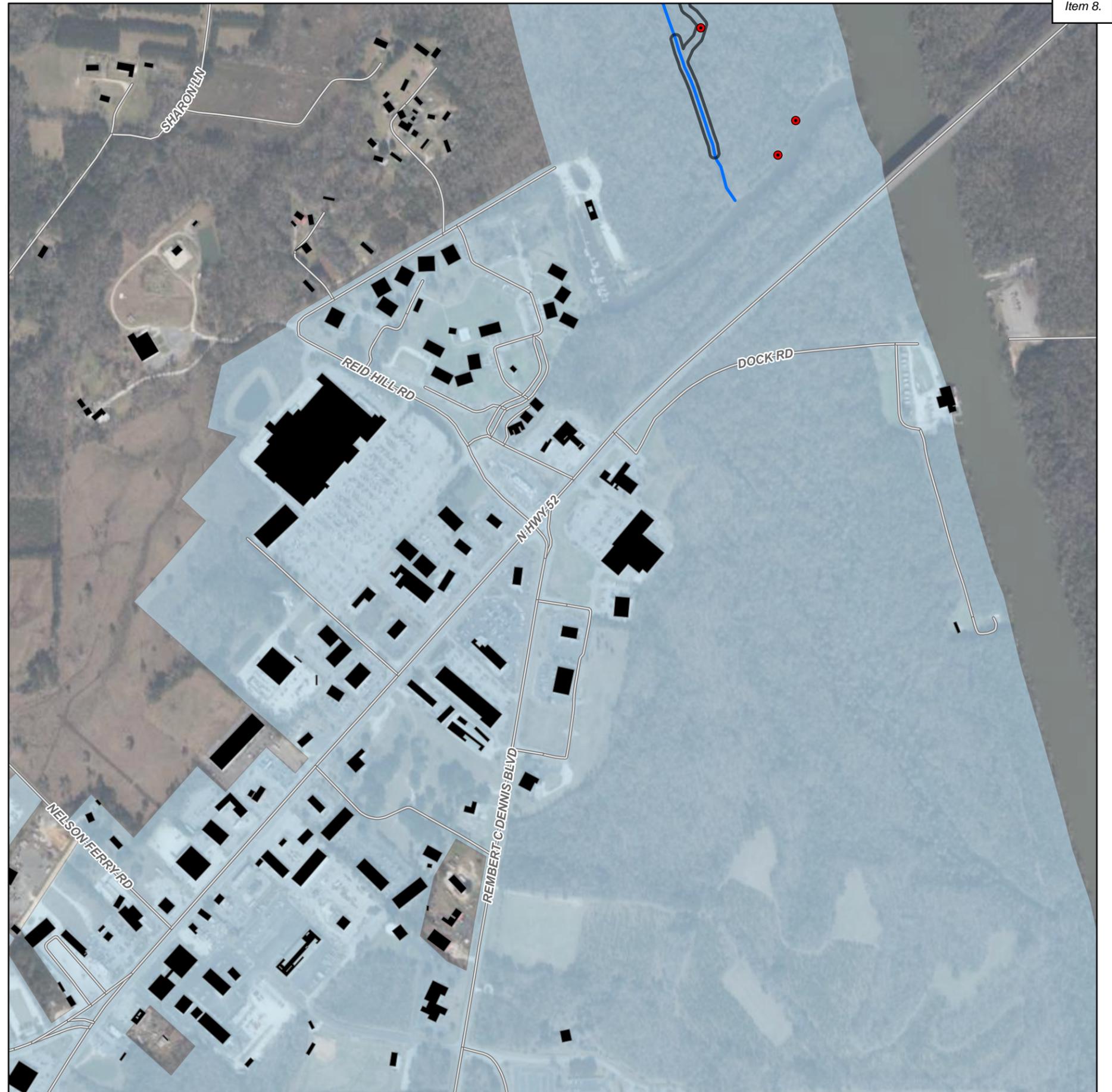
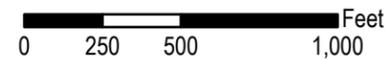


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- Parcel Buyout - County
- Parcel Buyout - Town



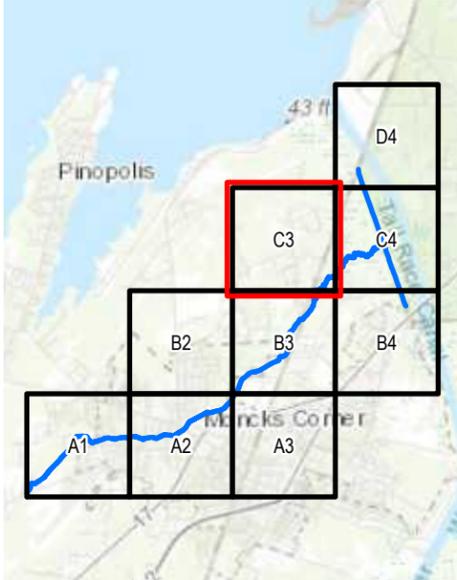
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector C3

Page 7 of 9

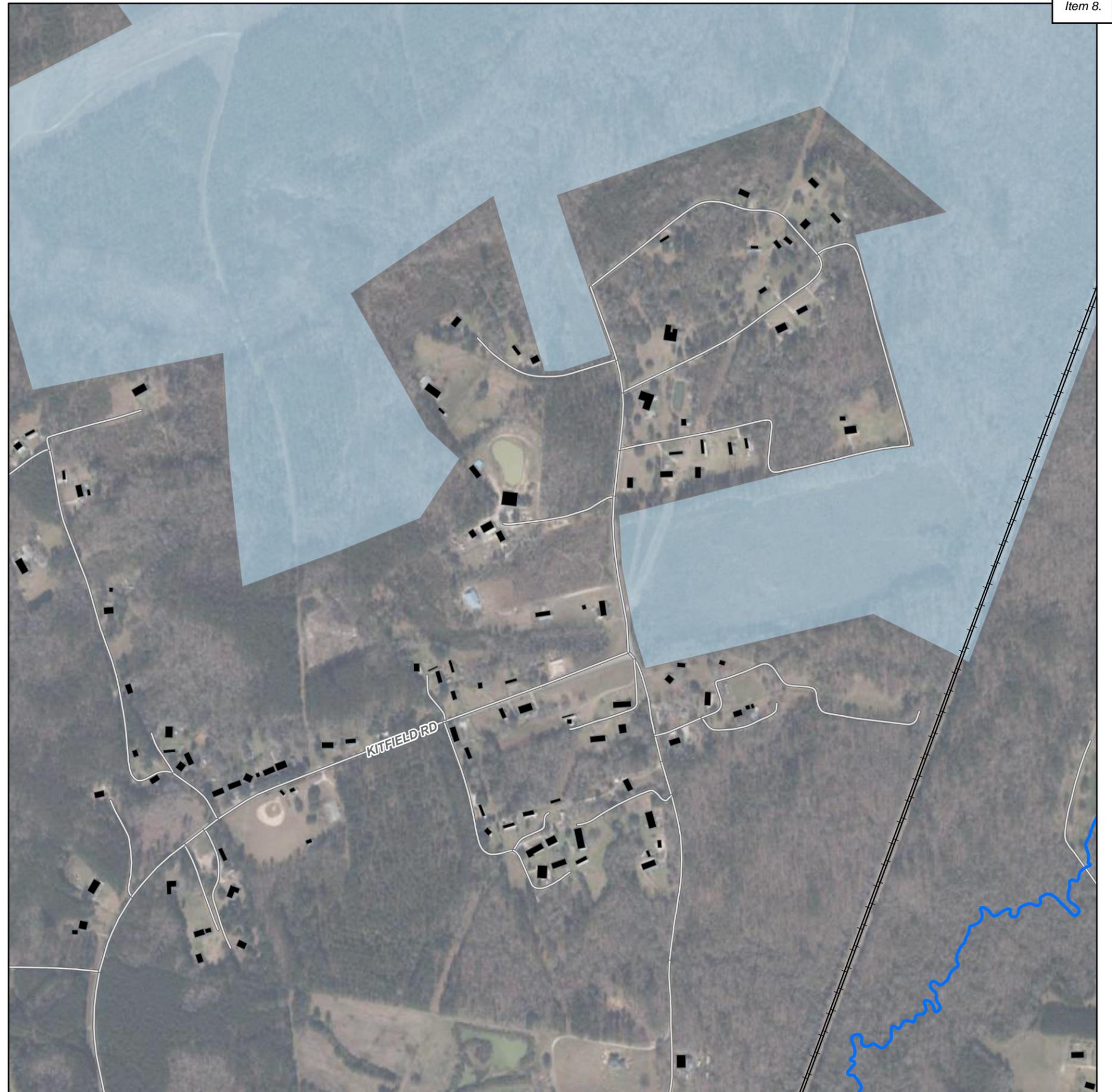
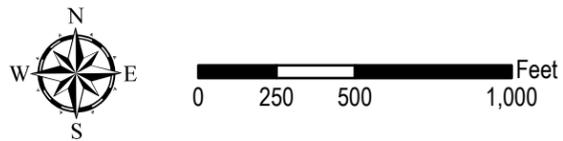


**NOTES:**

1. Background 2020 aerial imagery collected by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by ESRI.
2. Structure footprints represent insurable structures as published by FEMA May of 2023.
3. Parcels represent privately owned parcels to be purchased. Structures on parcels to be purchased should be relocated or demolished.
4. Obstruction point locations are depicted for reference. However, it would be proposed to remove all obstructions within stabilization/re-establishment locations.
5. Stabilization/re-establishment extents represent sections along California Branch that require bank stabilization and critical area planting.

### Legend

- Waterway
- Railroad
- Roadway
- Structure
- Town of Moncks Corner
- Obstruction Removal
- Stabilization/Re-Establishment
- Parcel Buyout - County
- Parcel Buyout - Town



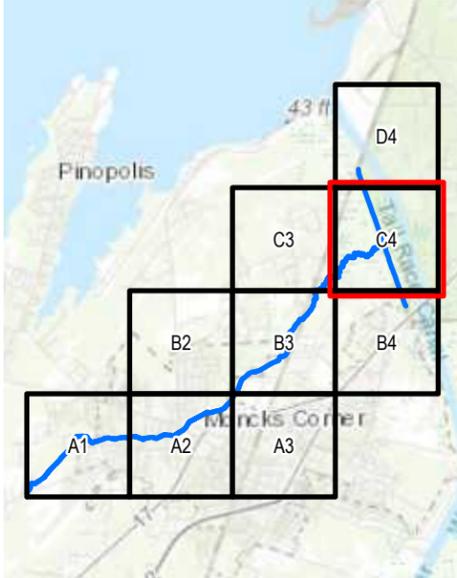
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector C4

Page 8 of 9

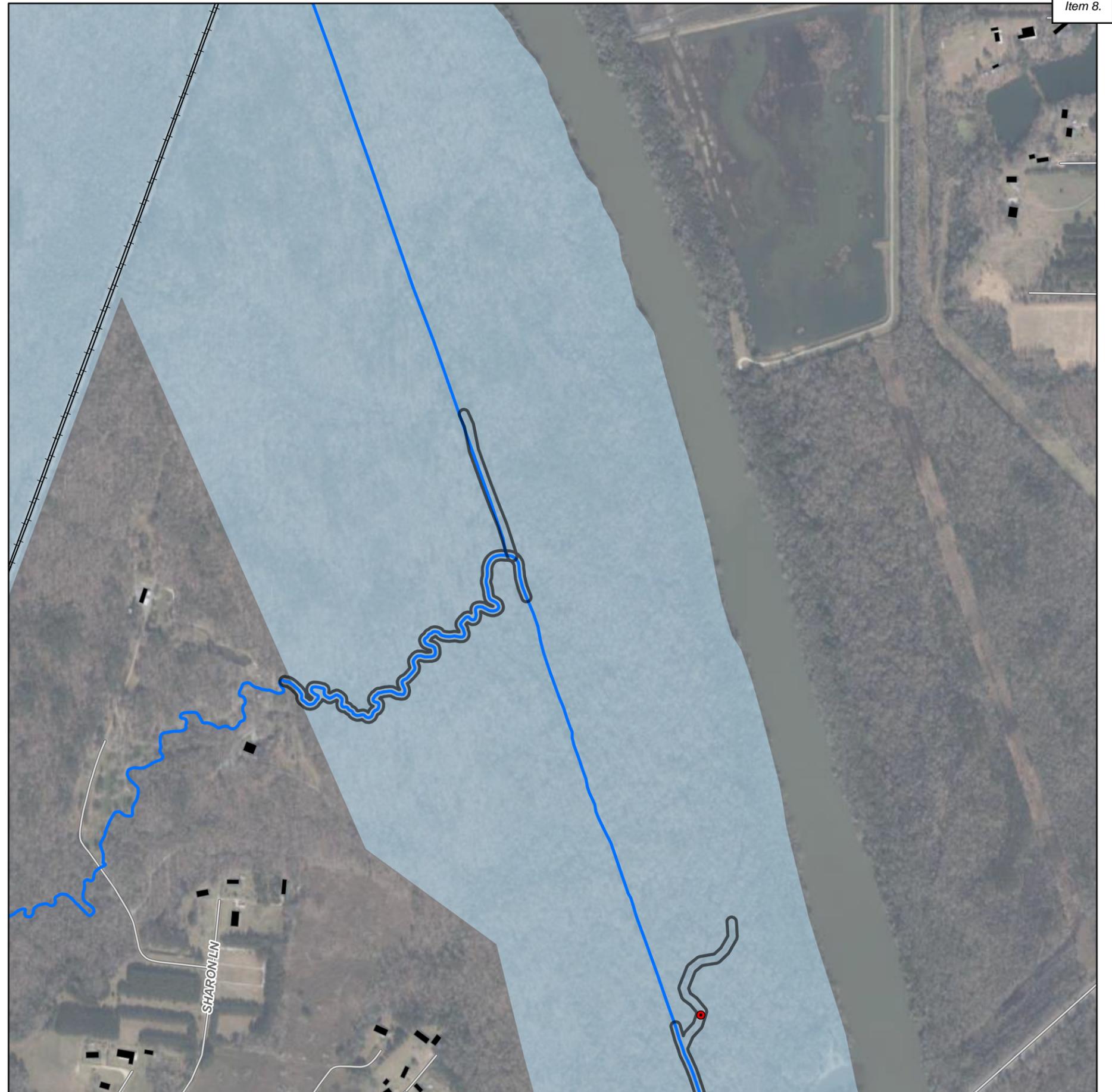
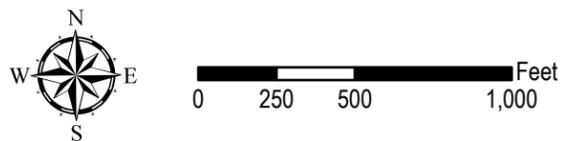


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- Waterway
- Railroad
- Roadway
- Structure
- Town of Moncks Corner
- Obstruction Removal
- Stabilization/Re-Establishment
- Parcel Buyout - County
- Parcel Buyout - Town



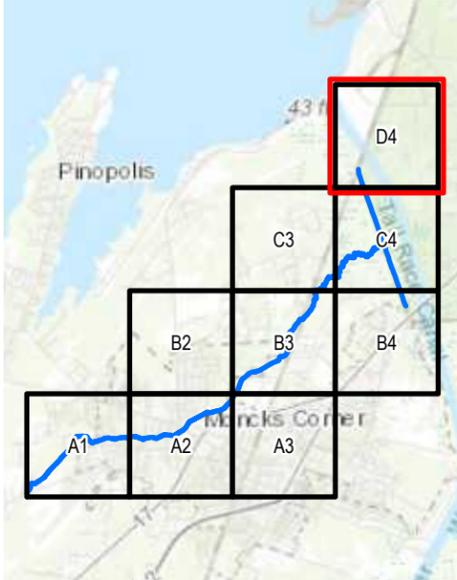
# Town of Moncks Corner California Branch Flood Mitigation Study

## Potential Property Buyouts and Stream Improvement Extents

Appendix F

Sector D4

Page 9 of 9

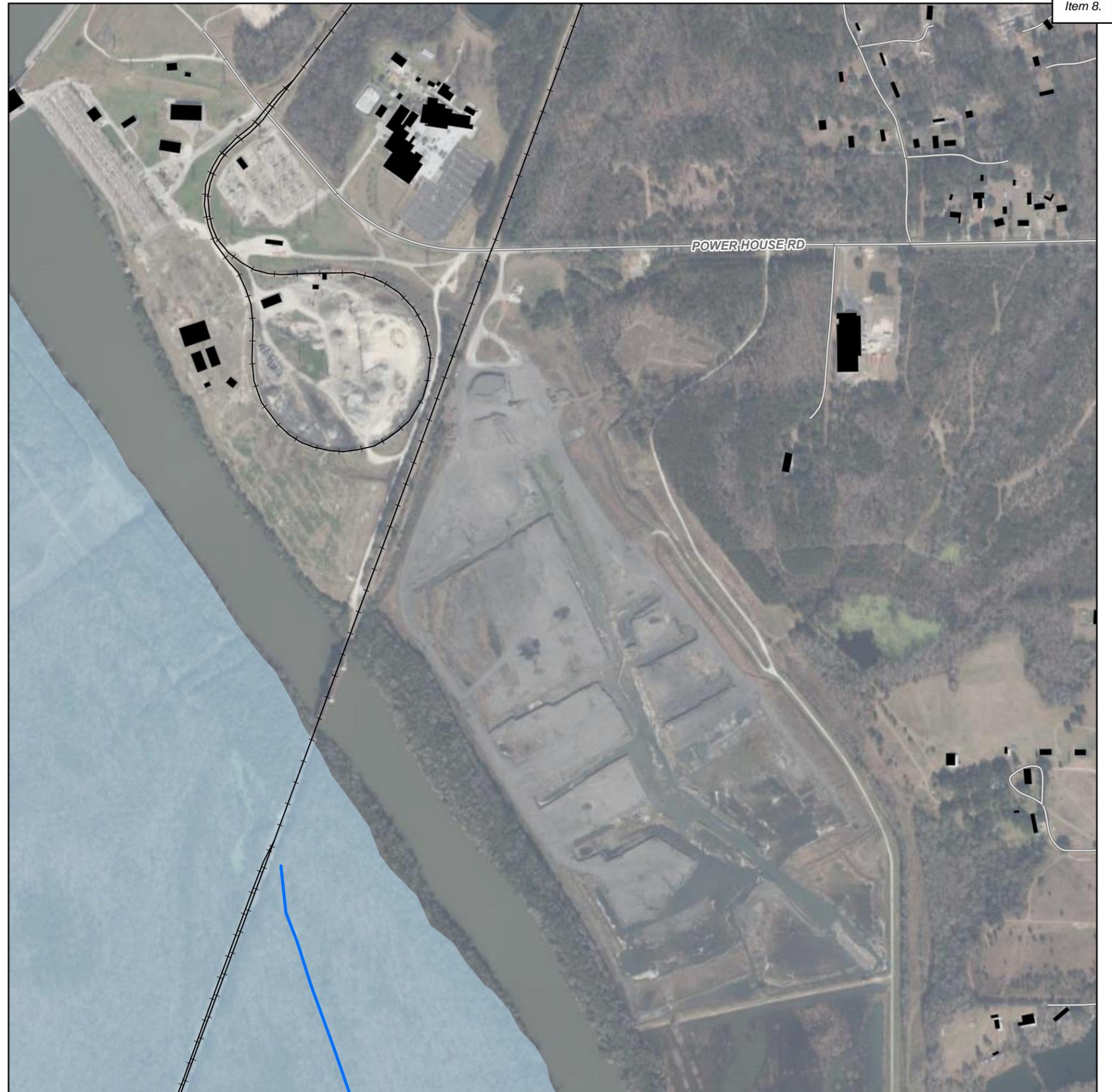
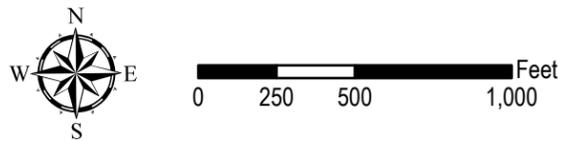


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### Legend

- Waterway
- Railroad
- Roadway
- Structure
- Town of Moncks Corner
- Obstruction Removal
- Stabilization/Re-Establishment
- Parcel Buyout - County
- Parcel Buyout - Town



**AN ORDINANCE TO RE-CLASSIFY 5.58 ACRES OF REAL PROPERTY ADDRESSED AS 402 WALL STREET, TMS # 142-08-04-012 & -013 FROM R-2, SINGLE-FAMILY RESIDENTIAL TO CZ R-2, CONDITIONAL ZONING – SINGLE-FAMILY RESIDENTIAL, AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF MONCKS CORNER TO SO REFLECT**

**WHEREAS**, a request has been presented to the Moncks Corner Town Council by the owner of the properties designated on the Tax Map Records of Berkeley County, South Carolina as TMS # 142-08-04-012 and 142-08-04-013 to subsequently re-classify portions of the property from R-2, Single-Family Residential to CZ R-2, Conditional Zoning – Single-family Residential; and

**WHEREAS**, it is necessary and desirable to reclassify said property to CZ R-2, Conditional Zoning – Single-family Residential;

**WHEREAS**, the conditions to be placed upon this parcel are described as follows:

1. Up to ten (10) single family detached dwelling units may be platted and constructed on the subject parcel, as generally shown on Exhibit A – Concept Plan.
2. Dimensional Standards:
  - a. Minimum Lot Size: 6,000 ft<sup>2</sup>
  - b. Minimum Lot Width: 40-feet
  - c. Front Setback: 25-feet
  - d. Side Setback: 7.5-feet
  - e. Rear Setback: 15-feet
  - f. Maximum Lot Coverage: 50%
  - g. All other dimensional and zoning standards not specifically mentioned shall be subject to the R-2 – Single Family Detached zoning district listed in the Zoning Ordinance in place at the time of construction.
3. A 5-foot standard sidewalk shall be constructed through the parcel, from Wall Street to the Town’s walking path at the Recreational Complex.
4. A Type-A buffer shall be installed prior to the issuance of a Final Plat, along the Wall Street edge of the subject parcel.
5. Additional parking, as generally shown on the Exhibit A – Concept Plan, shall be installed with at least six (6) parking spaces, with appropriate dimensions for the parking area as defined in the Town’s Zoning Ordinance.
6. No more than three (3) dwelling units shall share the same floor plan, ensuring a robust product mix. Floor plan delineation and determination of similarity shall rest with the Zoning Administrator and approved prior to the issuance of a Building Permit.
7. Required open space shall be 20% of the total lot area of the development.

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 21st day of April, 2026, that the property herein described is hereby zoned Conditional Zoning – Single-family Residential (CZ R-2); and

**BE IT FURTHER ORDAINED** that the official zoning map of the Town of Moncks Corner be, and the same hereby is, amended to so reflect.

**DONE IN COUNCIL ASSEMBLED this 21st day of April, 2026.**

FIRST READING: March 17, 2026  
SECOND READING AND PUBLID HEARING: April 21,  
2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

Attest:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

\_\_\_\_\_

\_\_\_\_\_



*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscorner.gov

## STAFF REPORT

**TO:** Town Council

**FROM:** Justin Westbrook, Community Development Director

**SUBJECT:** Zoning Map Amendment (CZ-26-01) – David McNair – Wall Street

**DATE:** March 17, 2026

**Background:** The applicant, McNair Design, has applied for a Zoning Map Amendment (CZ-26-01) for two (2) parcels (TMS # 142-08-04-012 & -013) addressed as 402 Wall Street. The applicant is seeking the parcels be zoned **Conditional Zoning – Residential Single Family (CZ-R-2)**.

**Existing Zoning:** The subject parcels are currently in the **Single Family Residential District (R-2)** Zoning District. Per the Town’s Zoning Ordinance, this zoning district is intended to:

*“...as single-family residential areas with detached units with low to medium population densities. Use regulations for the single family districts are identical, but contain two (2) classes of lot width and lot area, and these dimensional differences are intended to be preserved”*

	Adjacent Zoning	Adjacent Land Use
North	R-2	Single Family Detached Dwelling
South	M-1	Recreational Complex
East	R-2	VACANT
West	R-2	VACANT

**Existing Site Conditions:** The subject parcels comprise an approximate total of 5.58 acres, which is currently unoccupied. The parcels appear to have been occupied by a single-family detached structure previously. Per the National Wetlands Inventory map, there do appear to be wetlands delineated on the parcel, predominantly to the south. The subject parcel currently benefits from approximately 305- feet of right-of-way.

**Proposed Zoning Request:** The applicant has requested to rezone the subject parcels to the **Conditional Zoning – Single Family Residential (CZ R-2)** Zoning District. Per the Town’s Zoning Ordinance, a **Conditional Zoning (CZ)** Zoning District is intended to:

*“provide a mechanism for evaluating alternative zoning regulations as well as other Town ordinance elements of the proposed application on its own merit, emphasizing that these provisions are not to be*

*used to circumvent the intent or use of conventional zoning classifications set forth in this chapter other applicable variance, waiver or amendment to other ordinances, contrary to state or federal law but to permit innovative and creative design of communities in the Town of Moncks Corner “*

Per the Town’s Zoning Ordinance, a Conditional Zoning (CZ) Zoning District is intended:

*“as single-family residential areas with detached units with low to medium population densities.”*

As with any requested **Conditional Zoning** request, the applicant has worked with Staff to negotiate a density bonus to allow the reduction of minimum required lot size. As such, the applicant is looking for a reduction of lot size from 12,000 square feet, as the required starting point for any **Conditional Zoning** district, down to 6,000 square feet, or a 50% reduction in lot size.

Bonus Type	Bonus	Square Feet
Base Lot Size		12,000
Community Revitalization Fee	10%	1,200
Sidewalk Connectivity	10%	1,800
Type A Bufferyard – Wall Street side	10%	1,200
Additional Open Space Requirements (20%)	10%	1,200
Additional Parking	5%	600
Product Mix (No more than 3 identical floor plans)	5%	600

Previously, the applicant submitted conditions the Planning Commission hear in 2025. That request never went beyond the Planning Commission, as the public and surrounding residents expressed concern about the development. Traffic, number of units and the look and feel of the development were concerns Staff remembers from the meeting in July. The applicant’s request only included one of the two parcels currently up for review, totaling 4.3 acres for development. On that plan, the applicant showed potential ten (10) units, with a request of 42% reduction in lot size, or 6,960 ft<sup>2</sup>. Since the Planning Commission meeting, the applicant has added another parcel to the request, increasing the number of units requested from 11 to 15, but on 5.58 acres instead of the 4.35 acres originally proposed. This doesn’t appear to increase the density much, but may allow for more flexibility for design of the development.

Another development since the July 2025 Planning Commission meeting, the applicant has been working with the residents of the Wall Street community and the applicant has presented a “Neighborhood Revitalization Fee” to be paid to the Grace Impact Development Center. At this time, Staff is unaware of the amount per lot the applicant and neighborhood have agreed to, and have not seen the “agreement” reference in the Applicant’s provided documents. Staff has significant heartburn with the fee for two (2) distinct reasons.

Staff’s primary concern is the Town’s authority in this process as a whole; the neighborhood does not dictate or approve any reduction in lot size. A **Conditional Zoning** district is designed to be negotiated between Staff and the Applicant, with ultimate approval by the Town Council. While it is commendable that the Applicant has engaged so extensively with adjacent residents, the Town Council and Planning Commission should not consider a fee paid directly to residents that the Town has not been a party to in any capacity. Secondly, the name

“Neighborhood Revitalization Fee” has historically been used for a very specific purpose. In the past, the Council, Planning Commission, and Staff have agreed to conditions with other developments where a fee—dependent on the number of lots and requested lot size reduction—goes to a Town-controlled fund to benefit areas that have not seen revitalization or financial investment. One area that has seen a lack of development and investment is the Wall Street community. Proposing an in-fill development in such a community, which recently has not seen development of any kind, defeats the purpose of collecting funds to benefit from a lot size reduction. This amounts to "double-dipping" in benefits: they are provided by the Town, negotiated by the local community, and it remains unknown what actual benefits are being paid.

While this project will be subject to “Rule of 5” limiting repeating house plans, the applicant has expressed interest in a “product mix” of not to exceed three (3) if the same floor plan. This will ensure that at least five (5) floor plans are used and help provide variability and a sense of organic growth often seen with older subdivisions. Without this implicitly written, Staff can only assume this is the intention of the “product mix” bonus density.

**Density:** The subject parcel consists of approximately 5.58 acres. Staff’s estimate is that approximately 11 dwelling units could be reasonably placed on the parcel with the current **Single Family Residential (R-2)** zoning district, allowing down to 8,500 ft<sup>2</sup> lot sizes. With the more realistic output for dwelling units, the density would amount to approximately 1.97 dwelling units/acre.

The applicant is offering a total of 15 dwelling units on the parcel, with property lots down to 6,000 ft<sup>2</sup>. This results in a 50% reduction in lot size for **R-1**, the basis for any **Conditional Zoning**. With the requested number of dwelling units, the requested density would amount to approximately 2.69 dwelling units/acre. While not an insignificant increase in density, it is in line with recent developments in “old Moncks Corner”, particularly infill development of this kind. It is also more akin to the density currently seen in the Wall Street neighborhood.

During a quick analysis of the density in the Wall Street neighborhood, there are approximately 137 dwelling units in the area, within an approximate 65.2 acres. This results in an approximate density of 2.1 dwelling units/acre.

**Transportation:** Staff will not require a separate Traffic Impact Analysis (TIA) for the subject parcel for this sized parcel. Staff reserves our right to require a TIA prior to the establishment of the proposed use, per Section 5-9.D.

**Environmental:** Staff will ensure all environmental concerns are addressed per the Zoning Ordinance, Stormwater Ordinance, and all other Town adopted policies and procedures. Any delineation of, or impact to, wetlands will coincide with the required regulations from the US Army Corps of Engineers, and all wetlands will see a 20-foot buffer. Any increase in impervious area would be required to meet the standards of the Town’s Stormwater Design Standards Manual.

**Consistency with Plans:** Adopted in 2024 as part of the Town’s Comprehensive Plan, the Future Land Use Map identifies the subject parcel as “Town Character Residential”. The Plan calls for this land use to be designated for:

*“Intended to promote and enhance smaller lot, town mixed residential type neighborhoods near downtown, commercial corridors and transportation nodes. A mixture of densities should be promoted to include single-family houses, duplexes, triplexes, accessory dwelling units (ADUs), and small-scale apartments.”*

The requested zoning designation does appear to be congruent with this designation of the Future Land Use Map as the request seeks to add a mixture of densities, in line with the existing surrounding neighborhood. The Wall Street neighborhood does see smaller lot sizes in the immediate vicinity. For example, the Hutchinson Lane development, constructed by Habitat for Humanity, sought and received zoning for 6,800 ft<sup>2</sup> lots, with this development being across Wall Street from the subject parcel. This is not the only example of smaller, non-conforming lot sizes in the area, as some older parcels have been created with a mere 4,500 ft<sup>2</sup> lots on Jenkins Street.

The Comprehensive Plan also lays out various goals and implementation strategies to help in decision making for land use requests. Staff believes the applicant and request generally follow the following policies listed in the plan.

3. Maintain a sustainable community by ensuring current infrastructure has the capacity to accommodate for current and future growth.
3. Allow for a range of residential uses to support housing opportunities for residents of all ages and socio-economic statuses.
4. Re-establish the downtown as the focal point of the community by promoting a mixture of residential, commercial and recreational uses

Staff believes that these various goals and implementation strategies are in harmony with the request.

**Procedural Issues:** As part of any Zoning Map Amendment, the request must be at least two (2) acres, or an extension of an existing district boundary, or additional C-1 zoning contiguous to existing commercial. In this case, although divided by the public right-of-way, the subject parcel is adjacent to the Transitional District (TD) zoning designation which is considered commercial in nature.

**Staff Analysis:** Staff believes that the designated future land use is consistent with the requested zoning district, however the density bonus credits provided to the Town ultimately fall short of their intention; to create better planned communities by positively benefiting future residents and current residents. While the lot sizes in the area are comparable to the existing neighborhood, the desire to reduce beyond what is allowed by right is not justifiable with regard to the sidewalk connectivity and the assigned bonus amount, the dog park land dedication and lack of improvements to it, and specifically calling out the desire to not use a floor plan in the neighborhood more than two (2) times.

**Staff Recommendation:** After analysis of the materials provided, Staff recommends denial for the requested **Conditional Zoning – Single Family Residential (CZ R-2)** zoning district designation for the subject parcel. Staff’s recommendation is due to the requested density and lack of justifiable and appropriately portioned density bonuses. With more work by the applicant, and specifically more physical contribution from the applicant to the

Town and its residents, this proposal may be a benefit to the community should more discussion negotiations turn out a better project to be considered.

**Planning Commission Recommendation:** The Planning Commission heard the request at their February 24th meeting. The Commission voted (4-0) to recommend APPROVAL of the requested **Conditional Zoning – Single Family (CZ R-2)**. The applicant spoke in favor of the request.

- Attachments:*
- SIGNED - Application (Scott)(20260120)*
  - SIGNED – Application (Brown)(20260120)*
  - Location Maps (Aerial, Zoning, Future Land Use Map, Environmental)*
  - Concept Plan v3 (20260220)*
  - Density Bonus v5 (20260220)*

# Zoning Map Amendment (CZ-26-01)

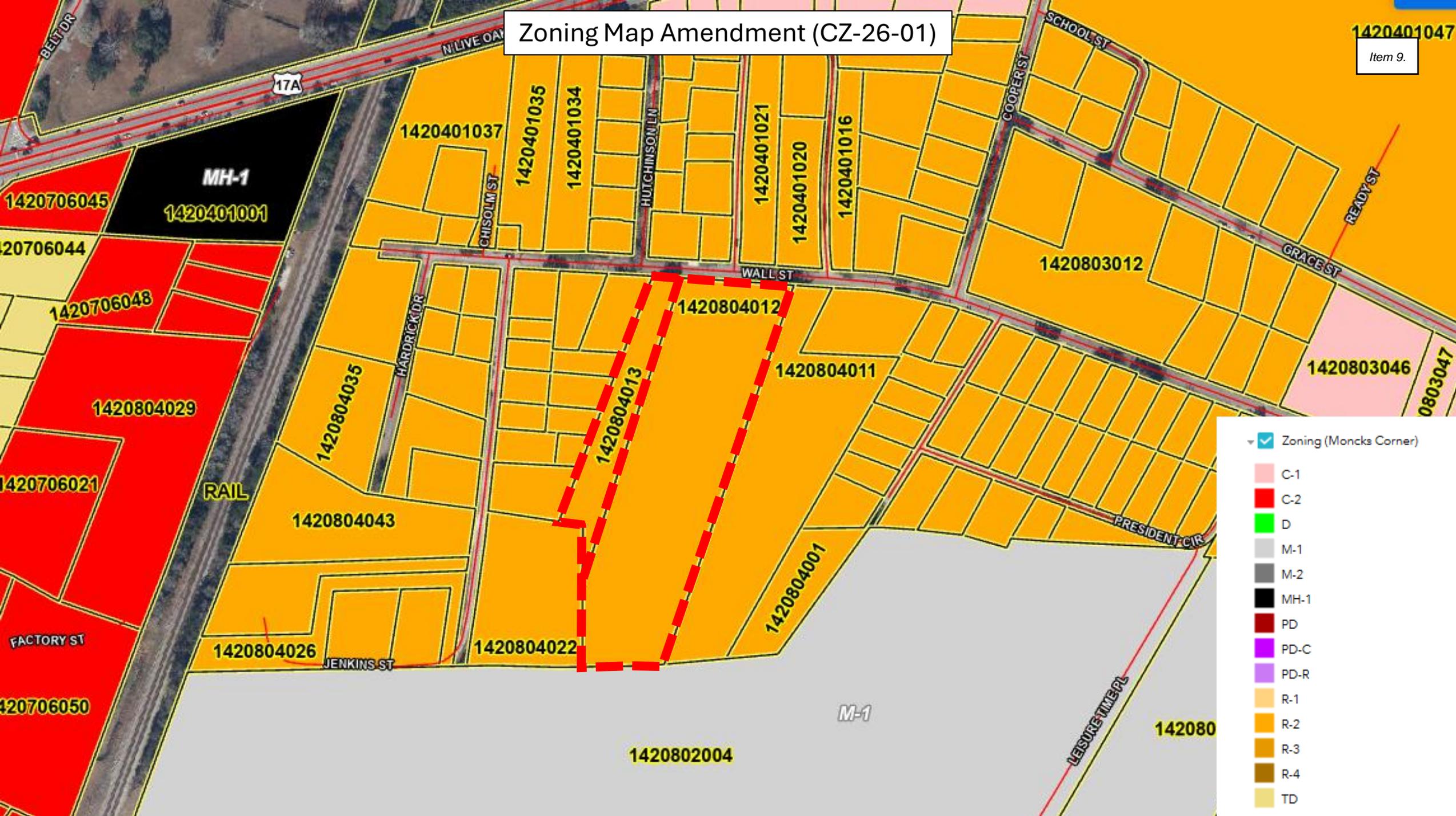
1420401047  
Item 9.



# Zoning Map Amendment (CZ-26-01)

1420401047

Item 9.

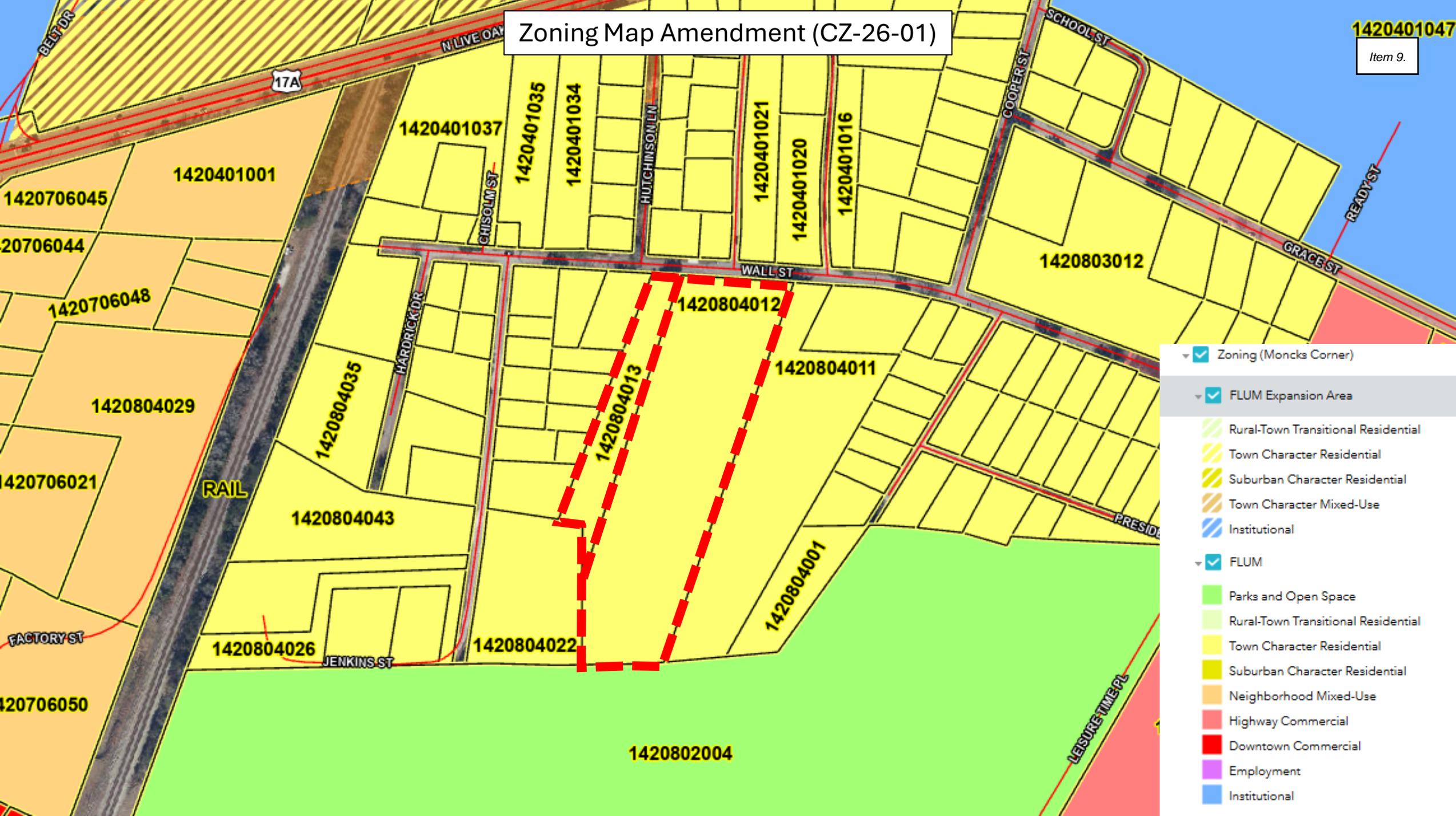


Zoning (Moncks Corner)

- C-1
- C-2
- D
- M-1
- M-2
- MH-1
- PD
- PD-C
- PD-R
- R-1
- R-2
- R-3
- R-4
- TD

# Zoning Map Amendment (CZ-26-01)

1420401047  
Item 9.

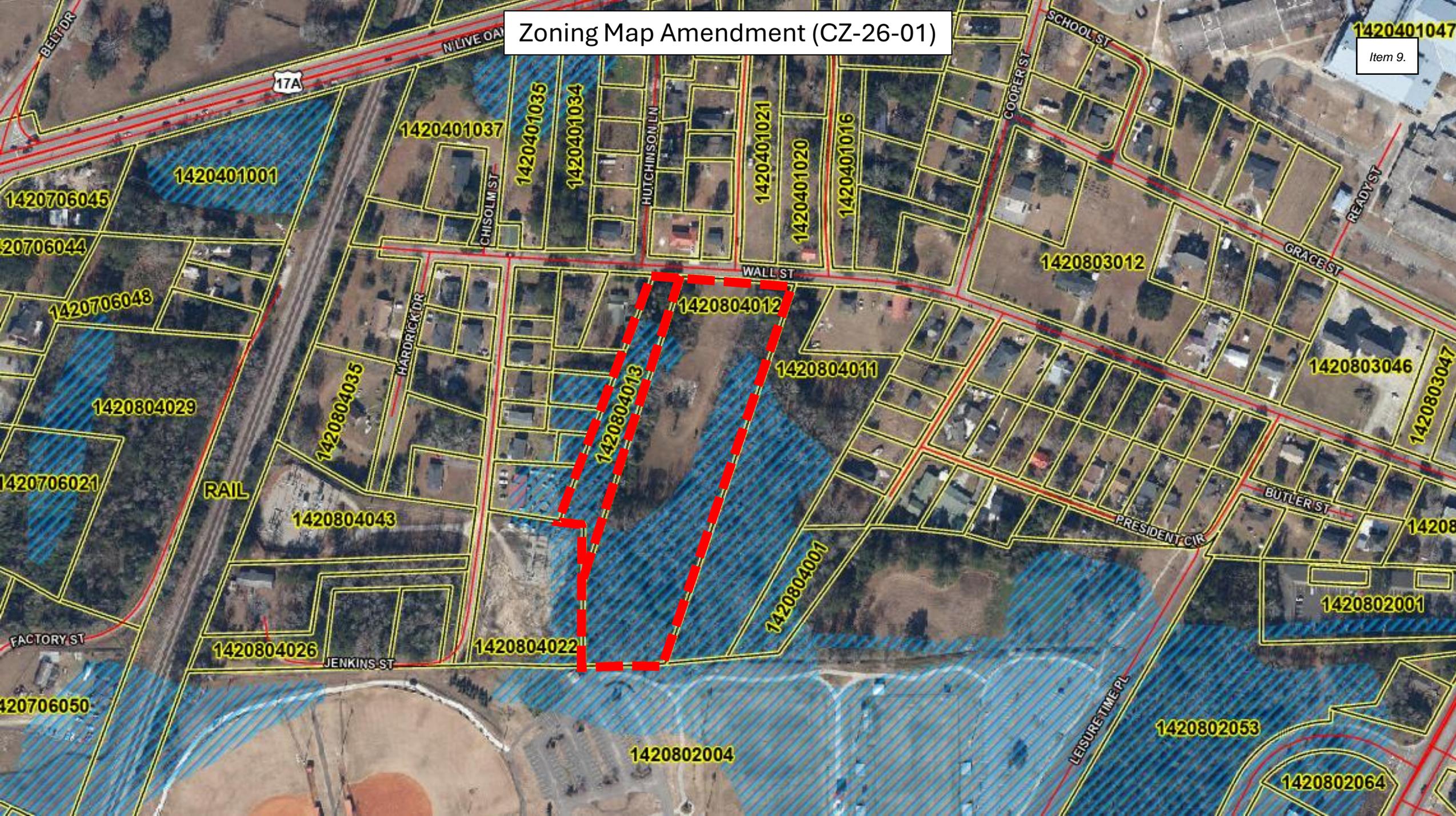


- Zoning (Moncks Corner)
- FLUM Expansion Area
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Town Character Mixed-Use
  - Institutional
- FLUM
  - Parks and Open Space
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Neighborhood Mixed-Use
  - Highway Commercial
  - Downtown Commercial
  - Employment
  - Institutional

# Zoning Map Amendment (CZ-26-01)

1420401047

Item 9.



1420401001

1420401037

1420401035

1420401034

1420401021

1420401020

1420401016

1420803012

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1420804043

14208

1420802001

1420804026

1420804022

1420802004

1420802053

1420802064

17A

RAIL

LEISURE TIME PL

# EXHIBIT A - CONCEPT PLAN

### HATCH LEGEND

	CONCRETE SIDEWALK		CONCRETE DRIVEWAY
	BUFFER		PAVEMENT
	OPEN SPACE (PASSIVE & ACTIVE)		DRAINAGE EASEMENT

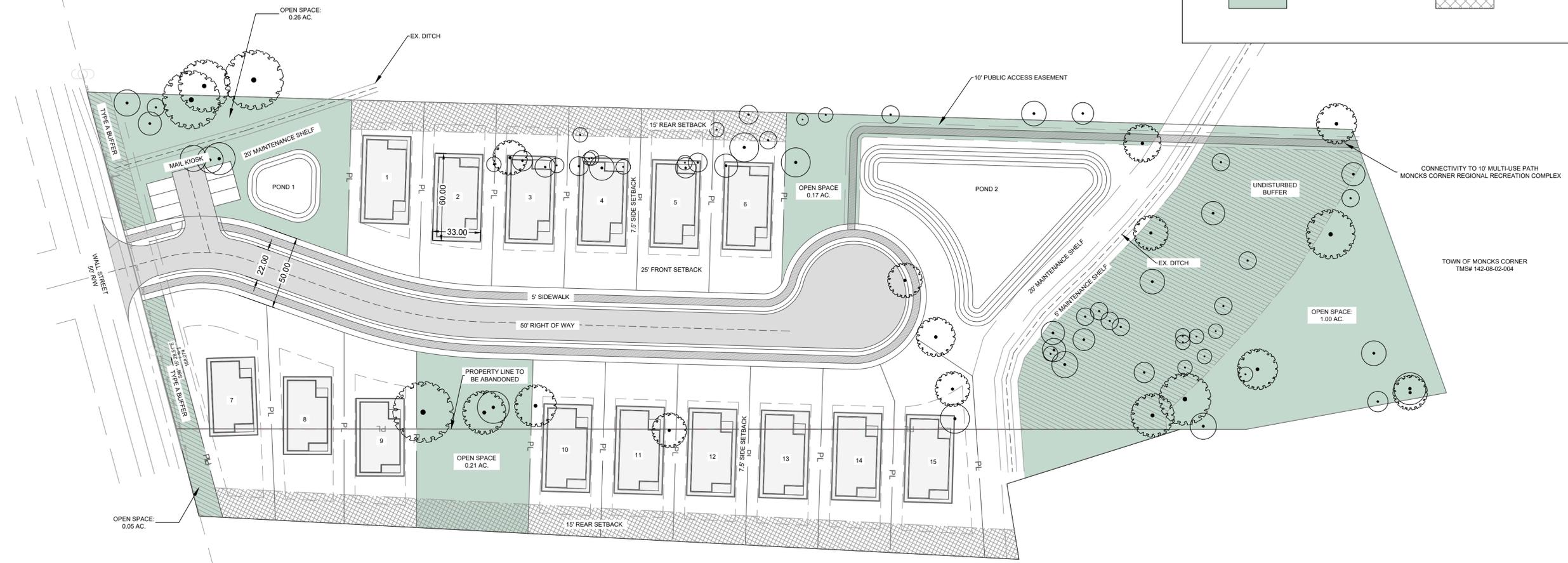
**McNair**  
Design & Development

MCNAIR.DESIGN.DEVELOPMENT@GMAIL.COM  
843-330-0296

SOUTH CAROLINA  
LICENSED PROFESSIONAL ENGINEER  
No. 38281  
L. D. ELLIS MCNAIR

SOUTH CAROLINA  
MCNAIR  
DESIGN & DEVELOPMENT  
No. 7191  
CERTIFICATE OF AUTHORIZATION

TRACT 6  
NOW OR FORMERLY  
O ALLEN GETHERS PROPERTIES LLC  
TMS# 142-08-04-011  
DEED BK. 7498 PG. 210  
PLAT BK. C PG. 151



SHELBY MCCULLOUGH  
TMS# 142-08-04-014

#### SITE INFORMATION

- TMS# 142-08-04-012 , 142-08-04-013
- ACREAGE:  
4.35 ACRES  
1.23 ACRES  
5.58 ACRES
- ZONING: TOWN OF MONCK'S CORNER - R-2

#### LOT SUMMARY:

- UNITS: 15 (50' X 120')
- PROPOSED DENSITY: 2.69 UNITS/ACRE

#### R-2 LOT REQUIREMENTS:

- MAX DENSITY: 5 UNITS/ACRE
- MIN LOT AREA: 8,500 SF
- MIN. 70' WIDTH
- FRONT SETBACK: 25'
- SIDE SETBACK: 10'
- REAR SETBACK: 15'
- MAX . LOT COVERAGE: 30%

#### CONDITIONAL REZONING:

- MAX DENSITY: 5 UNITS/ACRE
- MIN LOT AREA: 6,000 SF
- MIN. 40' WIDTH
- FRONT SETBACK: 25'
- SIDE SETBACK: 7.5'
- REAR SETBACK: 15'
- MAX . LOT COVERAGE: 50%

#### OPEN SPACE CALCULATIONS:

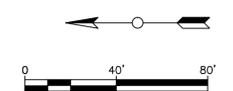
- REQUIRED OPEN SPACE: 13% (0.73 AC.)
  - DENSITY BONUS INCENTIVE: 20% (1.12 AC)
- \* OPEN SPACE LOCATIONS AND TOTAL ACREAGE IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

#### REVISION HISTORY

1. XX/XX/XX	
DRAWN BY:	DEM
DATE:	02/20/25
JOB #:	TBD

**SITE PLAN**

**C-5.0**



C-5.0 - Site Plan - 402 Wall Street - Adj.dwg

7/14/2025



## Applicant Information

**NAME**

Davis McNair

**ADDRESS**

1206 Pleasant Pines Rd Mt. Pleasant SC 29464

**PHONE**

18433300296

**EMAIL ADDRESS**

## Property Owner Information

If different than the applicant.

**NAME**

Jason Scott

**PHONE**

+1 (520) 331-0883

**EMAIL ADDRESS**

**ADDRESS**

1324 Penshell Place Mt. Pleasant SC 29464

## Subject Parcel

**TMS NUMBER**

142-08-04-012

**CURRENT ZONING**

R-2 Single-Family Residential

**REQUESTED ZONING**

CZ Conditional Zoning

**CURRENT USE OF PROPERTY**

Vacant

**PROPOSED USE OF PROPERTY**

Residential

Item 9.

Has any application involving this property been previously considered by the Moncks Corner Planning Commission or Board of Zoning Appeals? If yes, please state details.

**TEXTAREA**

yes, this parcel has been previously considered by the Planning Commission. The adjacent parcel is being added to the development which requires us to restart the rezoning parcel.

**CONSENT**

checked

**SIGNATURE**A handwritten signature in black ink, appearing to be "D. M. S.", written in a cursive style.**DATE**

01/20/2026



## Applicant Information

**NAME**

Davis McNair

**ADDRESS**

1206 Pleasant Pines Rd Mt. Pleasant SC 29464

**PHONE**

18433300296

**EMAIL ADDRESS**

## Property Owner Information

If different than the applicant.

**NAME**

Howard Brown

**PHONE**

+1 (843) 607-6108

**EMAIL ADDRESS**

**ADDRESS**

923 PO Box Moncks Corner SC 29461

## Subject Parcel

**TMS NUMBER**

142-08-04-013

**CURRENT ZONING**

R-2 Single-Family Residential

**REQUESTED ZONING**

CZ Conditional Zoning

**CURRENT USE OF PROPERTY**

Vacant

**PROPOSED USE OF PROPERTY**

Residential

Item 9.

Has any application involving this property been previously considered by the Moncks Corner Planning Commission or Board of Zoning Appeals? If yes, please state details.

**TEXTAREA**

no

**CONSENT**

checked

**SIGNATURE**A handwritten signature in black ink, appearing to be 'D. M.', written in a cursive style.**DATE**

01/20/2026

# McNair

## Design & Development

Mount Pleasant, SC | (843) 330-0296 | demcnair@mcnairdesigndevelopment.com

**Date: 01/28/25**

### **Wall Street**

Moncks Corner, SC 29461

TMS#: 142-08-04-012 & 142-08-04-013

### **Density Bonus Request Letter**

#### **Project Information:**

The subject property is approximately 4.35 acres of real property located at or around 402 Wall Street in Moncks Corner, Berkeley County, South Carolina bearing TMS Number 142-08-04-012; and (2) approximately 1.23 acres of real property located at or around Wall Street in Moncks Corner, Berkeley County, South Carolina bearing TMS Number 142-08-04-013 (collectively the “Property”). The property is currently zoned R-2, a single-family residential district with a minimum lot size of 8,500 SF and maximum density of 5 units per acre. Theoretically the by right zoning would allow 27 residential lots, however the width of the property creates a hardship, greatly impacting the potential density.

The Site’s proximity to Main Street and Berkeley Middle School, and easy access to Hwy 52 supports a residential subdivision. As this site is adjacent to Moncks Corner Regional Recreation Complex, there is also an opportunity to provide sidewalk connectivity from Wall Street to Main Street.

If the property is developed by-right (R-2), it would yield +/-11 lots. The Conditional Zoning request would result in +/-15 lots. The Conditional Rezoning approval would require the Development to provide the following improvements, that otherwise could not be required by the Town:

- Require all homes to be made of high quality Hardie plank siding
- Require sidewalks along any new roadways, and Wall Street in front of the development
- Streetlights along any new roadways
- Decorative Street Signs along any new roadways
- Connect sidewalk from the existing neighborhood through the development to the Town's Recreational Complex
- Provide a buffer from the development along Wall Street
- Additional parking to help discourage street parking in the new development
- Provide a healthy product mix, to ensure all the houses in the development do not look the same

#### **Community Coordination:**

In addition, we worked closely with the Wall Street Community to ensure their involvement in the rezoning process. To address the community’s questions and concerns, a community meeting was hosted at the Hope Impact Center. This opportunity allowed us to engage directly with the neighbors and learn about the historical significance of this community and area.

We have continued to meet with the community leaders and representatives (Tory Liferidge, Shelah Durant) to finalize an “Agreement for Residential Lot Development and Neighborhood Revitalization Fee.” In exchange for Community Partner’s support, the Developer shall pay “The Grace Impact Development Center” a Neighborhood Revitalization Fee that is assessed per lot. The Neighborhood Revitalization Fee shall be payable to Community Partner at the time of Plat Acceptance and Recordation.

**McNair**  
Design & Development

Mount Pleasant, SC | (843) 330-0296 | demcnair@mcnairdesigndevelopment.com

The Grace Impact Development Center was established “to create, organize, incubate and fund programming in the areas of affordable housing, workforce development, health and education for at-risk populations throughout Berkeley County, SC.” (<https://graceimpacts1.org/about-us/>). One of the organization’s first ventures was a partnership with HFHBC and the Wall Street Community Association to build Community’s Hope Impact Centre (CHIC).

**Density Bonus Incentives:**

The proposed development seeks a density bonus by providing the following:

Density Bonus Incentives		
Bonus Type	Bonus	Square Feet
<b>Base Lot Size</b>		<b>12,000</b>
Community Revitalization Fee	10%	1,200
Sidewalk Connectivity	10%	1,200
Type A Buffer on Wall Street	10%	1,200
Open Space Requirements (20%)	10%	1,200
Add. Parking	5%	600
Product Mix (No more than 3 identical floorplans)	5%	600
	<b>New Min. Lot Size</b>	<b>6,000</b>

The rezoning request is scheduled for February 24<sup>th</sup>, 2026, Planning Commission. McNair Design & Development LLC looks forward to working with the Town of Moncks Corner on this project. Should you have any questions or need additional information, please email [demcnair@mcnairdesigndevelopment.com](mailto:demcnair@mcnairdesigndevelopment.com)

McNair Design & Development, LLC

Davis McNair, PE  
Principal  
[Demcnair@mcnairdesigndevelopment.com](mailto:Demcnair@mcnairdesigndevelopment.com)  
843-330-0296

**AN ORDINANCE TO RE-CLASSIFY 13.18 ACRES OF REAL PROPERTY ADDRESSED AS 1190 BEN BARRON, TMS # 162-00-01-018 & -059 FROM PD-R, PLANNED DEVELOPMENT - RESIDENTIAL TO M-2, INDUSTRIAL PARK, AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF MONCK'S CORNER TO SO REFLECT**

**WHEREAS**, a request has been presented to the Moncks Corner Town Council by the owner of the properties designated on the Tax Map Records of Berkeley County, South Carolina as TMS # 162-00-01-018 and 162-00-01-059 to subsequently re-classify portions of the property from PD-R, Planned Development - Residential to M-2, Industrial Park; and

**WHEREAS**, it is necessary and desirable to reclassify said property to M-2, Industrial Park;

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 21st day of April, 2026, that the property herein described is hereby zoned Industrial Park (M -2); and

**BE IT FURTHER ORDAINED** that the official zoning map of the Town of Moncks Corner be, and the same hereby is, amended to so reflect.

**DONE IN COUNCIL ASSEMBLED this 21st day of April, 2026.**

FIRST READING: March 17, 2026  
SECOND READING AND PUBLIC HEARING: April 21,  
2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_

\_\_\_\_\_

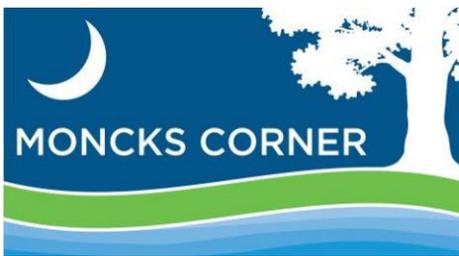
\_\_\_\_\_

Approved As To Form:

\_\_\_\_\_

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

\_\_\_\_\_



*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscorner.sc.gov

## STAFF REPORT

**TO:** Town Council

**FROM:** Justin Westbrook, Community Development Director

**SUBJECT:** Zoning Map Amendment (ZA-26-01) – Devin Terrill

**DATE:** March 17, 2026

**Background:** The applicant, Devin Terrill of the Paragon Investment group, has applied for a Zoning Map Amendment (ZA-26-01) for the parcels (TMS # 162-00-01-018 and -059) addressed as 1190 Ben Barron Lane. The applicant is seeking the parcels to be zoned **Industrial Park (M-2)**.

**Existing Zoning:** The subject parcels are currently in the **Planned Development (PD-R)** Zoning District. Per the Town’s Zoning Ordinance, this zoning district is intended to promote:

*“...the development of various types of flexible, negotiated developments under master plans, where the traditional density, bulk, spacing and use regulations of other zoning designations, which may be useful in protecting the character of substantially developed areas, may impose inappropriate and unduly rigid restrictions upon the development of parcels or areas which lend themselves to a unified, planned approach. Negotiated developments are intended to promote flexibility in site planning and structure location, to facilitate the provision of utilities and circulation systems, the mixture of uses, as well as to preserve the natural and scenic features of the parcel.”*

Adjacent Zoning		Adjacent Land Use
North	Heavy Industrial (HI)(Berkeley County)	Undeveloped
South	Light Industrial (M-1)	Undeveloped
East	Planned Development (PD-R)	Undeveloped
	Heavy Industrial (HI) (Berkeley County)	Industrial Equipment Supplier Office Facility
West	M-2	Concrete Mixing Facility

**Existing Site Conditions:** The subject parcels comprises of approximately 13.38 acres, which appear to be occupied by a scrap yard use. Per the National Wetlands Inventory map, there appears to be delineated wetlands that encroach upon the subject parcels, specifically to the side property lines of TMS number 162-00-01-059 and the majority of TMS number 162-00-01-018. The subject parcel fronts Ben Barron Lane, with approximately 371 feet of road frontage.

**Proposed Zoning Request:** The applicant has requested to rezone the subject parcels to the **Industrial Park (M-2)** Zoning District. Per the Town’s Zoning Ordinance, the **Industrial Park (M-2)** Zoning District is intended to:

*“accommodate areas planned and developed as industrial parks which provide an area conducive to the development and protection of modern administrative facilities, research and development centers, specialized manufacturing facilities, and similar enterprises characterized by landscaped campus-like settings “*

With proximity to multiple existing industrial use types, and undeveloped industrially zoned parcels, the proposed zoning district and associated uses fit in the current character of the adjacent properties zoning designations and respective uses.

**Density:** The subject parcels consist of approximately 13.38 acres. Per the Zoning Ordinance, the maximum lot coverage for the **Industrial Park (M-2)** zoning district is unknown to Staff, as the Zoning Ordinance does not specifically mention dimensional standards for that district. Staff regulates this zoning district under the dimensional standards set forth for the **Light Industrial (M-1)** zoning district, which permits a maximum lot coverage of 60%. Any tenant that would reestablish a similar use without modifying the footprint of the buildings, may be deemed nonconforming and subject to the Town’s standards per Section 5-2. Any change of use or change in the building footprint, to include a complete demolition and new construction, would be required to meet the maximum lot coverage prescribed for the **M-2** zoning district.

**Transportation:** Staff will not require a separate Traffic Impact Analysis (TIA) for the subject parcels at this time as the current use is already existing. Should a more intensive use propose to establish on this property after the zoning has been amended to **Industrial Park (M-2)**, Staff reserves our right to require a TIA prior to the establishment of any proposed use, per Section 5-9.D of the Zoning Ordinance.

**Environmental:** Staff will ensure all environmental concerns are addressed per the Zoning Ordinance, Stormwater Ordinance, and all other Town adopted policies and procedures. As the property currently is developed, any tenant that would alter the existing structures or infrastructure without increasing impervious area on the parcels, may be deemed nonconforming and subject to the Town’s standards per Section 5-2. Any increase in impervious area would be required to meet the standards of the Town’s Stormwater Design Standards Manual.

**Consistency with Plans:** Carried over from the 2017 Comprehensive Plan, the 2024 Comprehensive Plan’s Future Land Use Map identifies the subject parcels as “Employment”. The Plan calls for this land use to be designated for:

*“...designated centers for development of large scale (non-retail) commercial and industrial uses occupied by a major employer or a concentration of multiple employers with a mix of supporting or ancillary uses. Clustering of buildings in employment centers is preferred to preserve open space within the development site. Employment areas may also be developed with large labor intensive industrial and commercial uses*

*that produce noxious externalities. Where new development is proposed in an employment area more intensive use, sites should be large enough to include buffers. While not conducive to mixed-use developments, less intensive industrial or more intensive commercial uses, and supportive uses may be co-located within employment areas.”*

The requested zoning designation does appear to be congruent with this designation of the Future Land Use Map as the **Industrial Park (M-2)** zoning district would permit a large variety of industrial use types which would typically employ a substantial number of individuals.

The Comprehensive Plan also lays out various goals and implementation strategies to help in decision making for land use requests. Staff believe the applicant and request generally follow the following policies listed in the plan.

3. Enhance economic opportunities by improving the retention of businesses and encouraging a range of uses and services.

Staff does not believe that any of the various goals and implementation strategies are in conflict with the request.

**Procedural Issues:** As part of any Zoning Map Amendment, the request must be at least two (2) acres, or an extension of an existing district boundary, or additional C-1 zoning contiguous to existing commercial. In this case, the subject parcels is adjacent to the **Industrial Park (M-2)** zoning designation. In addition, the parcels in question appear to be well over two (2) acres in size allowing **Industrial Park (M-2)** to be a permissible request.

**Staff Analysis:** Staff believes that the designated future land is consistent with the requested zoning district, as the “Employment” designation promotes industrial use-types that are major employment generators. The inclusion of one (1) of the implementation strategies of the Comprehensive Plan lends credence to the requested zoning district.

**Staff Recommendation:** After analysis of the materials provided to Staff, the current zoning and proposed zoning impacts to the surrounding neighborhood, and the request’s compatibility with the Town’s Comprehensive Plan, Staff recommends approval for the requested **Industrial Park (M-2)** zoning designation for the subject parcels. Staff’s recommendation is due to the request’s compatibility with the Future Land Use Map, and recognizable alignment with some of the goals & implementation strategies of the 2024 Comprehensive Plan.

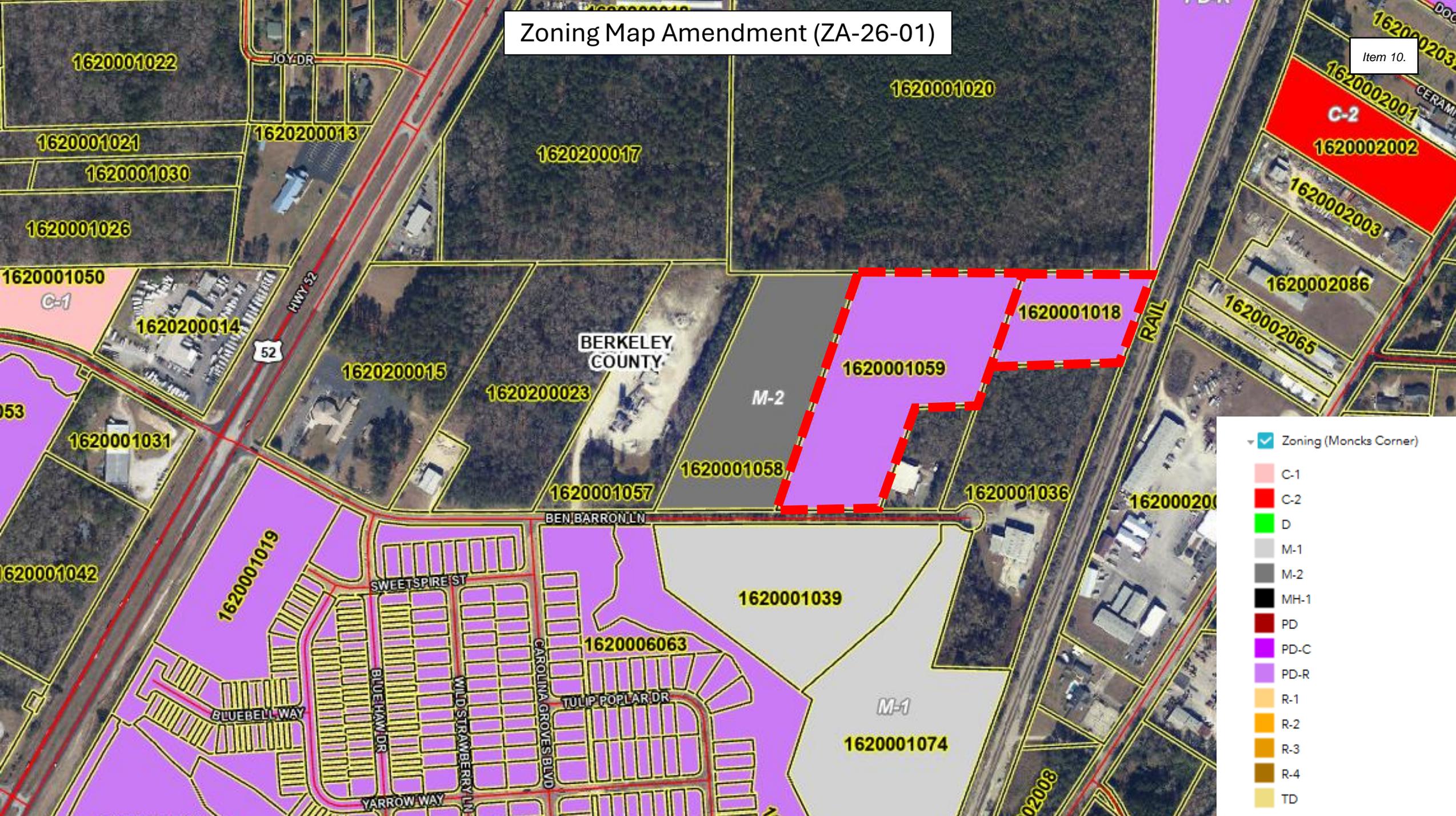
**Planning Commission Recommendation:** The Planning Commission heard the request at their February 24th meeting. The Commission voted 4-0 in favor of recommending APPROVAL of the requested zoning of **Industrial Park (M-2)** designation for the subject parcels. The applicant spoke in favor of the request, however no other attendees spoke regarding the application.

*Attachments:                   SIGNED - Application (Paragon)(20260108)  
  Location Maps (Aerial, Zoning, Future Land Use Map, Environmental)*



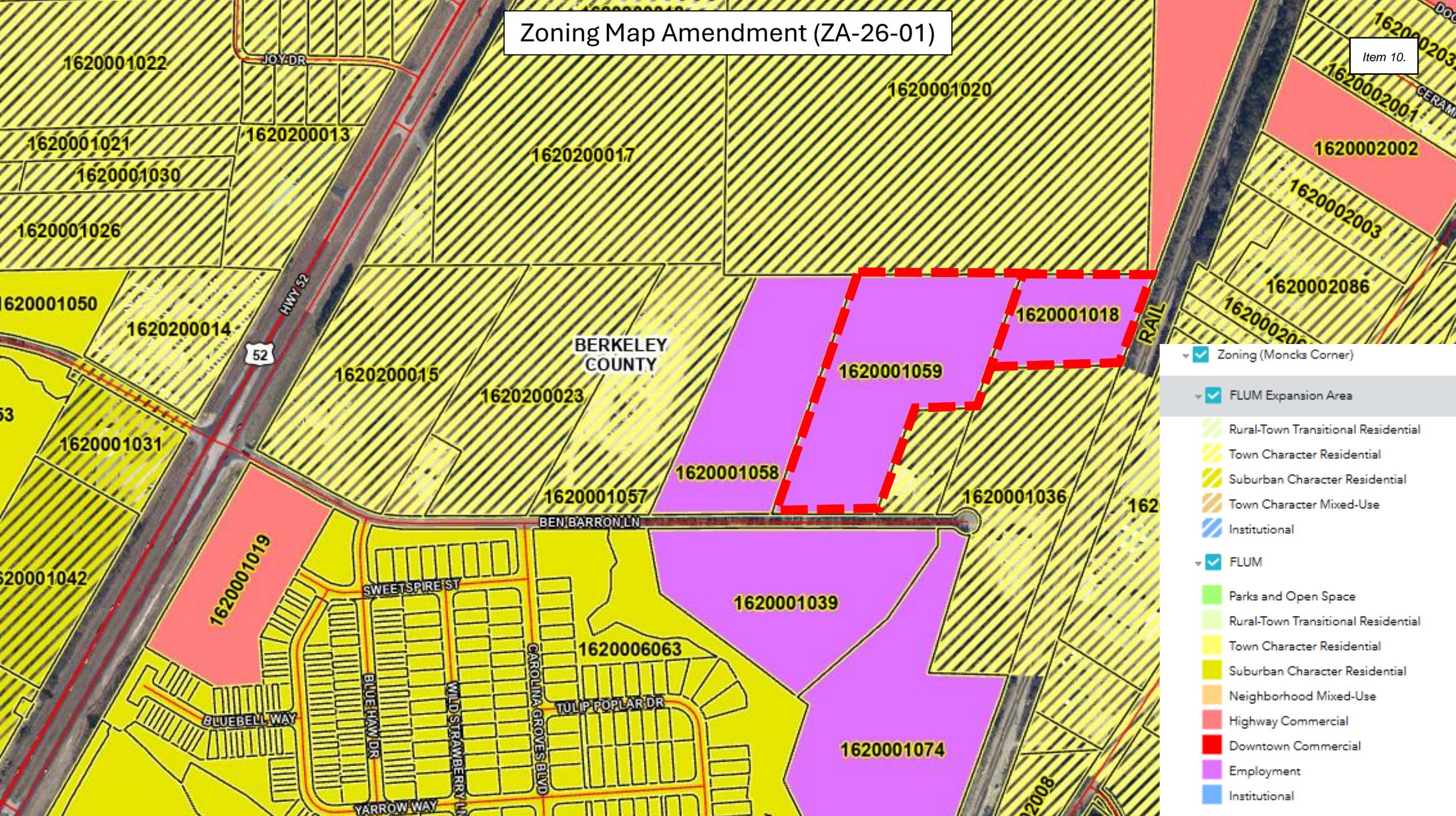
# Zoning Map Amendment (ZA-26-01)

Item 10.



# Zoning Map Amendment (ZA-26-01)

Item 10.



- Zoning (Moncks Corner)
- FLUM Expansion Area
- Rural-Town Transitional Residential
- Town Character Residential
- Suburban Character Residential
- Town Character Mixed-Use
- Institutional
- FLUM
- Parks and Open Space
- Rural-Town Transitional Residential
- Town Character Residential
- Suburban Character Residential
- Neighborhood Mixed-Use
- Highway Commercial
- Downtown Commercial
- Employment
- Institutional



**REZONING APPLICATION**  
Moncks Corner Community Development

**MONCKS CORNER**  
*The Lowcountry's Hometown*

**Applicant Information**

Name: Devin Terrill Address: 165 Sabb Dr Ridgeville, SC 29472

Phone: 843-261-3448 E-Mail: \_\_\_\_\_

**Property Owner Information (If Different)**

Name: Paragon Investment Group LLC Address: 2721 W 5th North Street, Summerville SC 29483

Phone: 843-821-9797 E-Mail: \_\_\_\_\_

TMS #: 162-00-01-018 162-00-01-059 Address: 1190 Ben Barron Lane, Moncks Corner

Current Zoning: PD-R Requested Zoning: M-2

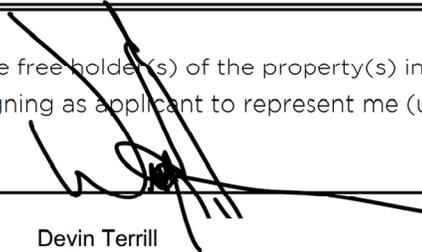
Current Use of Property: Scrap Yard/ metal recycling

Proposed Use of Property: Scrap Yard/ metal recycling

Has any application involving this property been previously considered by the Moncks Corner Planning Commission or Board of Zoning Appeals? If yes, please state details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I (we) certify that I (we) are the free holder(s) of the property(s) involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning.

Owner's Signature:  Date: 1/8/26

Applicant's Signature: Devin Terrill Date: 1/8/2026

*For Official Use Only*

Received: \_\_\_\_\_ Property Posted: \_\_\_\_\_  
Receipt #: \_\_\_\_\_ Hearing: \_\_\_\_\_  
Advertised: \_\_\_\_\_ Approved: \_\_\_\_\_

**AN ORDINANCE TO RE-CLASSIFY 4.19 ACRES OF REAL PROPERTY ADDRESSED AS 106 CHURCH STREET, TMS # 142-07-04-011, -012, -014 & -032 FROM TD, TRANSITIONAL DISTRICT TO C-2, GENERAL COMMERCIAL, AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF MONCK'S CORNER TO SO REFLECT**

**WHEREAS**, a request has been presented to the Moncks Corner Town Council by the owner of the properties designated on the Tax Map Records of Berkeley County, South Carolina as TMS # 142-07-04-011, 142-07-04-012, 142-07-04-014 and 142-07-04-032 to subsequently re-classify portions of the property from TD, Transitional District to C-2, General Commercial; and

**WHEREAS**, it is necessary and desirable to reclassify said property to C-2, General Commercial and

**NOW, THEREFORE, BE IT ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 21st day of April, 2026, that the property herein described is hereby zoned General Commercial (C-2); and

**BE IT FURTHER ORDAINED** that the official zoning map of the Town of Moncks Corner be, and the same hereby is, amended to so reflect.

**DONE IN COUNCIL ASSEMBLED this 21st day of April, 2026.**

FIRST READING: March 17, 2026  
SECOND READING AND PUBLID HEARING: April 21, 2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved As To Form:

\_\_\_\_\_

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

\_\_\_\_\_



*The Lowcountry's Hometown*

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscornerse.gov

## STAFF REPORT

**TO:** Town Council  
**FROM:** Justin Westbrook, Community Development Director  
**SUBJECT:** Zoning Map Amendment (ZA-26-02) – Moncks Corner United Methodist Church  
**DATE:** March 17, 2026

**Background:** The applicant, Guy Purvis on behalf of Moncks Corner United Methodist Church, has applied for a Zoning Map Amendment (ZA-26-02) for parcels (TMS # 142-07-04-032, -11, -12, -14) addressed as 106 Church Street, 109 Church Street, and 106 N Live Oak Drive. The applicant is seeking the parcel to be zoned **General Commercial (C-2)**.

**Existing Zoning:** The subject parcel is currently in the **Transitional (TD)** Zoning District. Per the Town’s Zoning Ordinance, this zoning district is intended to promote:

*“...commercial and professional offices uses typically found in single family areas. District land uses will preserve the area’s existing residential character, while permitting commercial uses that are not major traffic generators. Buildings originally constructed for residential use may be used as such by right. Such buildings may be converted to commercial use as detailed below.”*

	Adjacent Zoning	Adjacent Land Use
<b>North</b>	C-1	Undeveloped Salon
	C-2	Medical Facility ( <i>under construction</i> )
<b>South</b>	TD	Church
<b>East</b>	TD	Single Family Detached Dwelling
		Single Family Detached Dwelling
<b>West</b>	C-2	Grocery Store (Piggly Wiggly)

**Existing Site Conditions:** The subject parcels together comprise of approximately 4.19 acres, which appear to be occupied by a church, support infrastructure (parking lot), and undeveloped areas. Per the National Wetlands Inventory map, no delineated wetlands encroach upon the subject parcels. The subject parcels fronts N Live Oak Drive, with approximately 673 feet of road frontage and an additional 903-feet of frontage along Church Street.

**Proposed Zoning Request:** The applicant has requested to rezone the subject parcel to the **General Commercial (C-2)** Zoning District. Per the Town’s Zoning Ordinance, the **Office & Institutional (C-2)** Zoning District is intended to:

*“accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominately commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to the restrictions and requirements intended to best fulfill the intent of this ordinance “*

Staff is generally in support of increasing commercially zoned land along a corridor that is rapidly transforming into a heavily traversed throughfare (Live Oak Drive). With proximity to multiple existing commercial use types, and undeveloped commercially zoned parcels, the proposed zoning district and associated uses fit in the current character of the existing properties along the N Live Oak Drive corridor, and mesh nicely with the intent of the **C-2** zoning district mentioned above.

**Density:** The subject parcels consist of approximately 4.19 acres. Per the Zoning Ordinance, the maximum lot coverage for **Office & Institutional (C-2)** zoning district is 60%. It is possible, but unknown to Staff, if the existing structures on the subject-parcel exceed that standard. As the properties currently host a church and parking lot, any tenant that would reestablish a similar use without modifying the footprint of the building, may be deemed nonconforming and subject to the Town’s standards per Section 5-2. Any change of use or change in the building footprint, to include a complete demolition and new construction, would be required to meet the maximum lot coverage prescribed for the **C-2** zoning district.

**Transportation:** Staff will not require a separate Traffic Impact Analysis (TIA) for the subject parcel at this time as the current use is already existing. Should a more intensive use propose to establish on the properties after the zoning has been amended to **General Commercial (C-2)**, Staff reserves our right to require a TIA prior to the establishment of any proposed use, per Section 5-9.D of the Zoning Ordinance.

**Environmental:** Staff will ensure all environmental concerns are addressed per the Zoning Ordinance, Stormwater Ordinance, and all other Town adopted policies and procedures. As the property currently is developed, any tenant that would alter the existing structures and other infrastructure without increasing impervious area on the parcel, may be deemed nonconforming and subject to the Town’s standards per Section 5-2 of the Zoning Ordinance. Any increase in impervious area would be required to meet the standards of the Town’s Stormwater Design Standards Manual.

**Consistency with Plans:** Adopted in 2024 as part of the Town’s Comprehensive Plan, the Future Land Use Map identifies the subject parcel as “Neighborhood Mixed-Use”. The Plan calls for this land use to be designated for:

*“Intended to provide small-scale neighborhood level services to the adjacent neighborhoods. Commercial-residential mixed uses are encouraged. Typically located along heavily traveled roadways, may act as a transition between higher intensity commercial corridors and residential neighborhoods. This area should have a strong focus around form-based zoning and high-quality design elements.”*

The requested zoning district does appear to be congruent with this designation of the Future Land Use the **General Commercial (C-2)** zoning district would permit a large variety of commercial use types by-right which the “Neighborhood Mixed-Use” designation promotes as seen in the definition above. Furthermore, most of the subject parcels front N Live Oak Drive, which Staff considers a heavily traversed commercial corridor.

All the subject parcels, but one (TMS # 142-07-04-014) appear to be within the aforementioned “Mixed Use Overlay”, which the Plan defines as:

*“A 250 ft mixed-use buffer (500 ft in total width) along select roadways is intended to allow for a mixture of higher density residential and low intensity service-based commercial land uses. This overlay provides flexibility for the Town to expand economic opportunities beyond the traditional downtown or strip mall type commercial corridors. Common commercial uses could include professional or medical offices, salons, corner stores, and other uses that provide daily services to local residents. Prime examples of a Neighborhood Mixed Use Corridor are along Broughton Rd and Carolina Ave. Corridors, like these, have formed naturally by the pressures and demands of a growing economy. This Overlay also encourages higher density residential units such as du-tri- or quadruplexes, townhomes, condos and multi-family apartments to be located on or adjacent to these commercial businesses.”*

The primary intent behind the above-mentioned overlay is to expand economic opportunities within the Town’s corporate limits. By rezoning the subject parcels’ **General Commercial (C-2)**, the Town’s economic opportunities are expanded as the **C-2** zoning district allows for a larger variety of by-right commercial uses than what is otherwise permitted by-right in the **Transitional (TD)** zoning district.

The Comprehensive Plan also lays out various goals and implementation strategies to help in decision making for land use requests. Staff believe the applicant and request generally follow the following policies listed in the plan.

3. Enhance economic opportunities by improving the retention of businesses and encouraging a range of uses and services.
4. Re-establish the downtown as the focal point of the community by promoting a mixture of residential, commercial, and recreational uses.

Staff does not believe that any of the various goals and implementation strategies are in conflict with the request.

**Procedural Issues:** As part of any Zoning Map Amendment, the request must be at least two (2) acres, or an extension of an existing district boundary, or additional C-1 zoning contiguous to existing commercial. In this case, although divided by the public right-of-way, the subject parcels are adjacent to the **General Commercial (C-2)** zoning designation which exclusively permits commercial use types by-right. The parcels in question appear to be over two (2) acres in size when combined, and adjacent to existing parcels zoned **C-2** allowing **General Commercial (C-2)** to be a permissible request.

**Staff Analysis:** Staff believes that the designated future land is consistent with the requested zoning district, as both the “Neighborhood Mixed-Use” designation and “Mixed-Use Overlay” promote commercial use-types

along heavily traversed roadways (N Live Oak Drive) and transforming corridors (Church Street). The inclusion of two (2) of the implementation strategies of the Comprehensive Plan also lends credence to the requested zoning district.

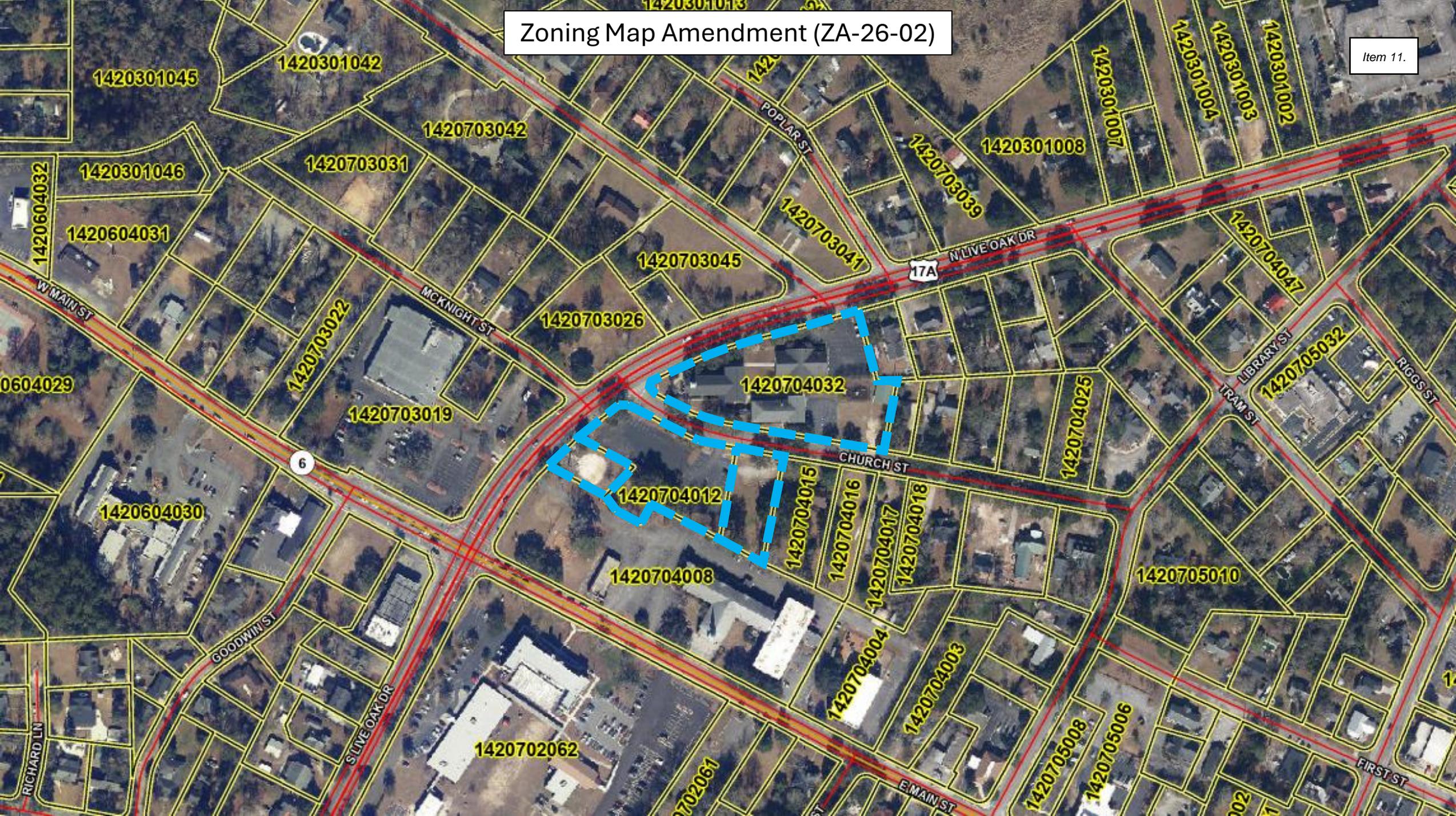
**Staff Recommendation:** After analysis of the materials provided to Staff, the current zoning and proposed zoning impacts to the surrounding neighborhood, and the request's compatibility with the Town's Comprehensive Plan, Staff recommends approval for the requested **General Commercial (C-2)** zoning designation for the subject parcels. Staff's recommendation is due to the request's compatibility with the Future Land Use Map, recognizable alignment with some of the goals & implementation strategies of the 2024 Comprehensive Plan, and the fact that N Live Oak Drive has become a heavily traversed commercial corridor.

**Planning Commission Recommendation:** The Planning Commission heard the request at their February 24th meeting. The Commission voted 4-0 in favor of recommending APPROVAL of the requested zoning of **General Commercial (C-2)** designation for the subject parcel. The applicant spoke in favor of the request, stating the need for desired signage, however no other attendees spoke regarding the application.

*Attachments:                    SIGNED - Application (Guy Purvis)(20260211)  
    Location Maps (Aerial, Zoning, Future Land Use Map)*

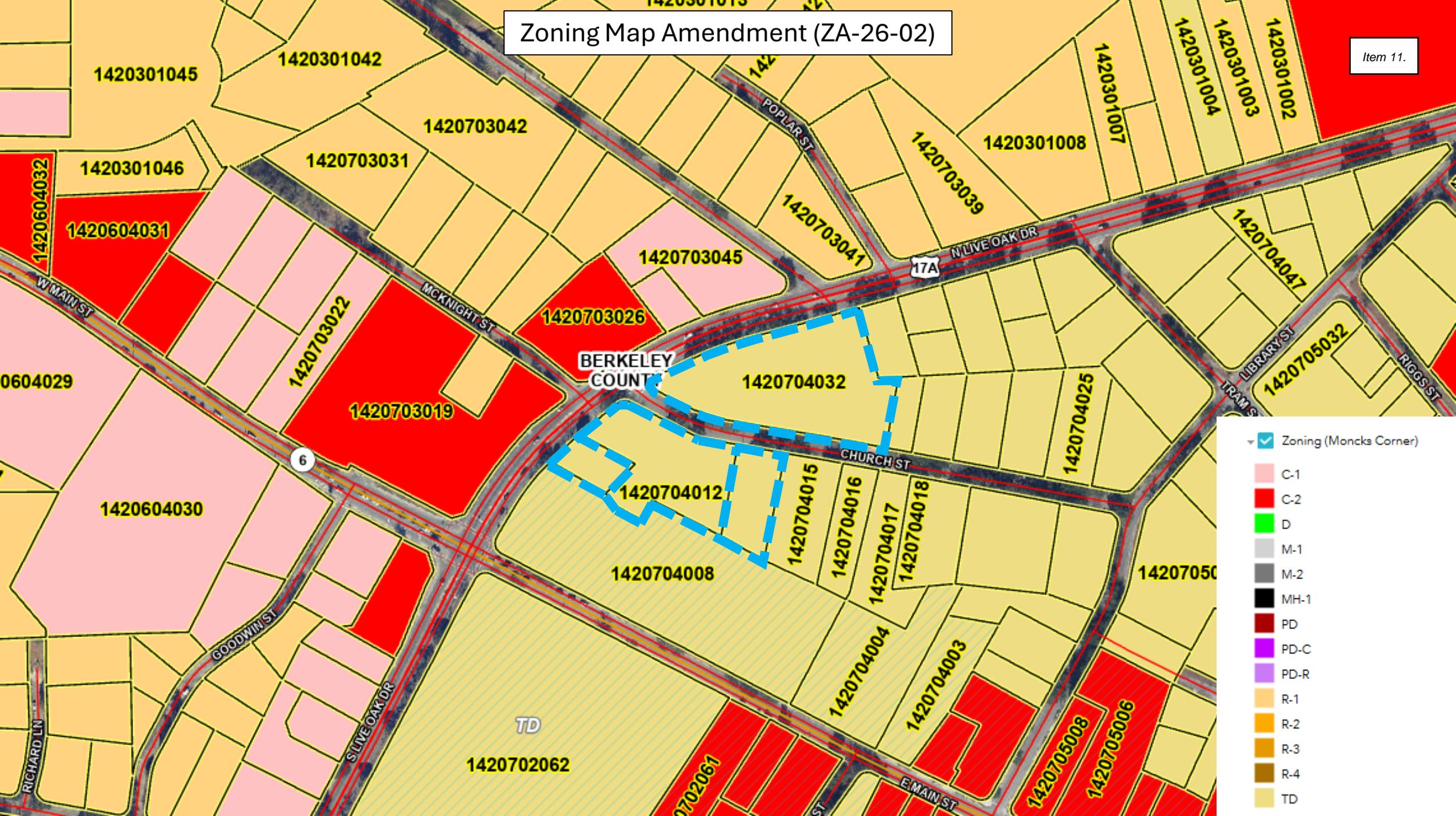
# Zoning Map Amendment (ZA-26-02)

Item 11.



# Zoning Map Amendment (ZA-26-02)

Item 11.

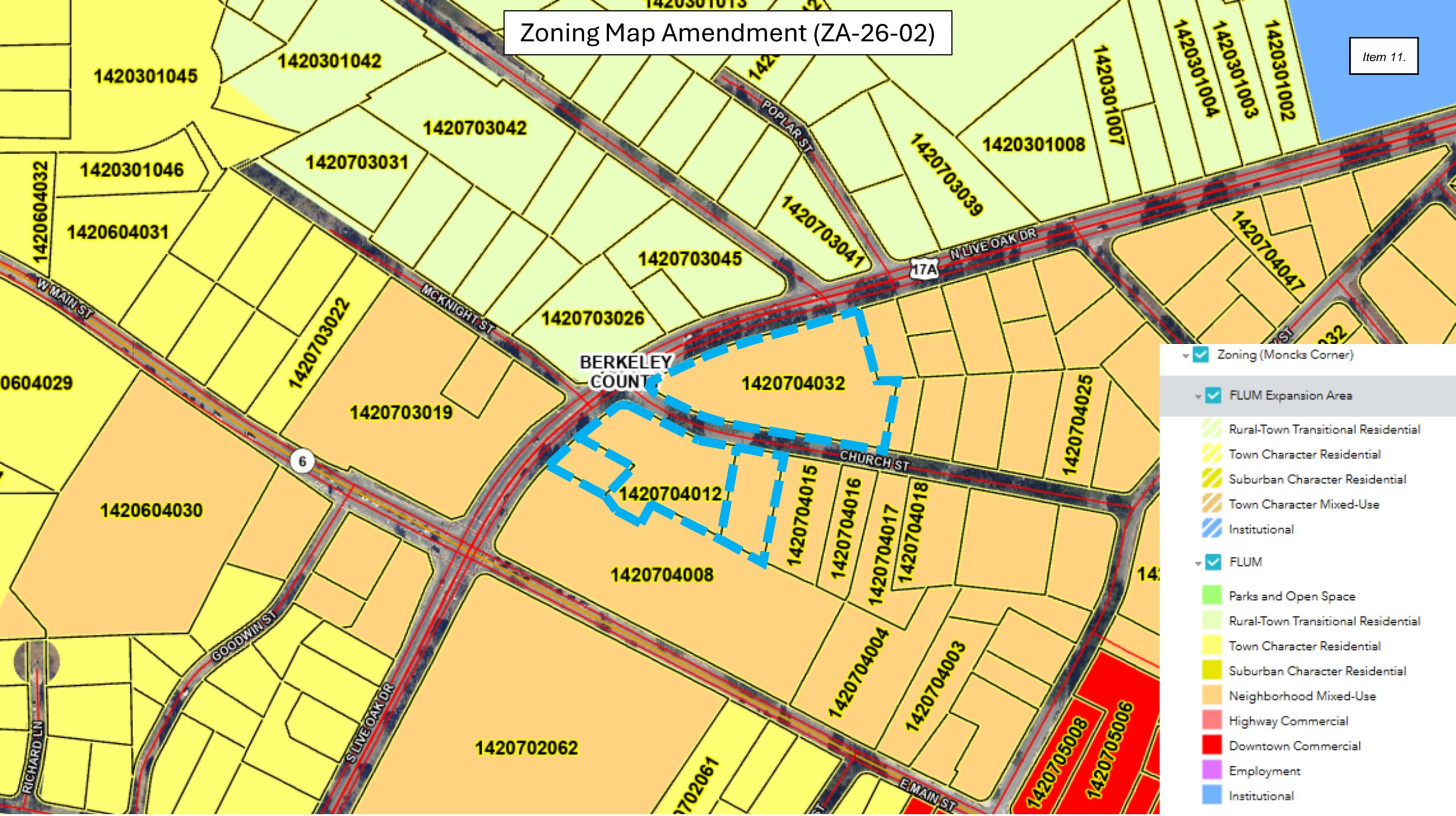


### Zoning (Moncks Corner)

- C-1
- C-2
- D
- M-1
- M-2
- MH-1
- PD
- PD-C
- PD-R
- R-1
- R-2
- R-3
- R-4
- TD

# Zoning Map Amendment (ZA-26-02)

Item 11.



- Zoning (Moncks Corner)
- FLUM Expansion Area
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Town Character Mixed-Use
  - Institutional
- FLUM
  - Parks and Open Space
  - Rural-Town Transitional Residential
  - Town Character Residential
  - Suburban Character Residential
  - Neighborhood Mixed-Use
  - Highway Commercial
  - Downtown Commercial
  - Employment
  - Institutional



# REZONING APPLICATION

Moncks Corner Community Development

# MONCK'S CORNER

The Lowcountry's Hometown

### Applicant Information

Name: Guy Purvis Address: 618 Haldebrand Dr, Bonneau SC 29431  
Phone: 843-822-6112 E-Mail: \_\_\_\_\_

### Property Owner Information (If Different)

Name: Moncks Corner United Methodist Church Address: 106 Church St.

Phone: 843-761-8547 E-Mail: \_\_\_\_\_

TMS #: 1420704012 Address: 106 Church St.

Current Zoning: TD C2

Current Use of Property: Parking Lot ; Church

Proposed Use of Property: Parking Lot with Sign

Has any application involving this property been previously considered by the Moncks Corner Planning Commission or Board of Zoning Appeals? If yes, please state details.

NO

I (we) certify that I (we) are the free holder(s) of the property(s) involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning.

Owner's Signature: Guy C Purvis Trustee Date: 1/20/26

Applicant's Signature: Guy C Purvis Date: 1/26/26

For Official Use Only

Guy C Purvis Trustee  
2/11/26

Received: \_\_\_\_\_

Property Posted: \_\_\_\_\_

Receipt #: \_\_\_\_\_

Hearing: \_\_\_\_\_

Advised: \_\_\_\_\_

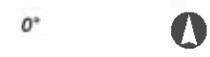
Approved: \_\_\_\_\_

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- 044  
- 011  
- 014  
- 045

- 142-07-04-011
- 142-07-04-012
- 142-07-04-014
- 142-07-04-032



Berkeley County GIS Department  
 P.O. Box 6122  
 Moncks Corner, SC 29461  
 (843) 719-4049  
<http://gis.berkeleycountysc.gov>  
 Date: 2/4/2026



THE COUNTY OF BERKELEY AND ITS GIS DEPARTMENT DISCLAIMS  
 ACCOUNTABILITY FOR THIS PRODUCT AND MAKES NO WARRANTY  
 EXPRESS OR IMPLIED CONCERNING THE ACCURACY THEREOF.  
 RESPONSIBILITY FOR INTERPRETATION AND APPLICATION OF  
 THIS PRODUCT LIES WITH THE USER.

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT CONCERNING THE VILLAGE SQUARE DEVELOPMENT, AUTHORIZING THE EXECUTION THEREOF, AND OTHER MATTERS RELATING THERETO.**

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

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

(1) The Town Council is authorized pursuant to the South Carolina Local Government Development Agreement Act, codified at Title 6, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to enter into development agreements (generally, “*Development Agreements*”) with developers that provide certain terms under which developments may proceed.

(2) The Town has received a request from STYO Development, LLC. (the “*Property Owner*”) that the Town consider entering into a Development Agreement concerning that certain 29.97 highland acres and approximately 1.33 acres of wetlands, for a total of 31.30 acres of real property of the Property Owner, identified by Berkeley County TMS Number 162-00-01-017, comprising the Village Square development (the “*Development*”). The form of the Development Agreement between the Town and the Property Owner concerning the Development is attached to this Ordinance at **Exhibit A** (the “*Village Square Development Agreement*”).

(3) In accordance with Section 6-31-50 of the Act, the Town has caused a notice of a public hearing concerning the Village Square Development Agreement to be published in a newspaper of general circulation within the Town, providing notification of the date, time, and location of such public hearing, and which included certain particulars concerning the Development and the Village Square Development Agreement. As further required by Section 6-31-50 of the Act, at this public hearing the Town Council announced the date, time, and place of a second public hearing concerning the Village Square Development Agreement.

(4) The Town Council now desires to approve and enter into the Village Square Development Agreement in accordance with the Act.

**Section 2 Approval of Development Agreement.** The Town hereby agrees to enter into the Village Square Development Agreement. The form, provisions, terms, and conditions of the Village Square Development Agreement, as attached at **Exhibit A** of this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Village Square Development Agreement were set out in this Ordinance in its entirety. The Mayor of the Town (the “*Mayor*”) is hereby authorized, empowered, and directed to execute the Village Square Development Agreement in the name and on behalf of the Town; the Clerk to the Town Council (the “*Clerk*”) is hereby authorized, empowered, and directed to attest the same; and the Mayor is further authorized, empowered, and directed to cause the delivery of the Village Square Development Agreement to the Developer. The Village Square Development

Agreement, as executed and delivered, is to be in substantially the form as attached at **Exhibit A** of this Ordinance, or with such changes therein as shall not materially adversely affect the rights of the Town thereunder and as shall be approved by the official or officials of the Town executing the same, upon the advice of legal counsel; their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Village Square Development Agreement approved hereby.

**Section 3 Further Action.** The Mayor, the Town Administrator (the “*Town Administrator*”), and the Clerk, for and on behalf of the Town, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the Town under and pursuant to the Village Square Development Agreement. The Mayor and the Town Administrator, or either one of them acting alone, are hereby authorized to execute and deliver on behalf of the Town all certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

**Section 4 Severability.** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 5 Repealer; Effective Date.** All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of Page Left Blank]

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN MONCKS CORNER**

ATTEST:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_  
Thomas J. Hamilton, Jr. Mayor

First Reading: [February 17, 2026]  
First Public Hearing: [March 17, 2026]  
Second Reading: [April 21, 2026]  
Second Public Hearing: [April 21, 2026]

**Exhibit A**  
**Form of Village Square Development Agreement**

**VILLAGE SQUARE  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MONCK'S CORNER, SOUTH CAROLINA,  
AND  
STYO DEVELOPMENT, LLC**

**Prepared by:  
R. Stewart Miller, Jr.  
Burr & Forman LLP  
2411 N. Oak Street, Suite 206  
Myrtle Beach, SC 29577**

**VILLAGE SQUARE  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MONCK'S CORNER, SOUTH CAROLINA,  
AND  
STYO DEVELOPMENT, LLC**

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**EXHIBITS**

Exhibit A: Legal Description

Exhibit A-1: Boundary Survey

Exhibit B: Conceptual Land Use Plan

Exhibit C: Development Schedule

Exhibit D: The Town of Moncks Corner Land Development Regulations Ordinance

Exhibit E: Development Agreement Ordinance

Exhibit F: Village Square Planned Development Guidelines

Exhibit G: Form Partial Assignment

**DEVELOPMENT AGREEMENT****BY AND BETWEEN****THE TOWN OF MONCKS CORNER, SOUTH CAROLINA,****AND****STYO DEVELOPMENT, LLC**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Moncks Corner, a political subdivision of the State of South Carolina (the "Town") and STYO Development, LLC, a South Carolina limited liability corporation (the "Property Owner").

**RECITALS**

This Agreement is predicated upon the following:

I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables local governments to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

II. Pursuant to the Act, the Town conducted public hearings regarding its consideration of this Agreement on \_\_\_\_\_, 2026, and \_\_\_\_\_, 2026, after publishing and announcing notice, in accordance with the Act and the current Town of Moncks Corner Land Development Regulations Ordinance adopted October 16, 2012, as amended.

III. The Town Council adopted Ordinance Number \_\_\_\_\_, thereby rezoning it Planned Development, PD and approving the Village Square Planned Development Site Development Regulations (the "Development Guidelines"). A copy of the Ordinance and Development Guidelines is attached hereto as Exhibit F.

IV. The Town Council adopted Ordinance Number \_\_\_\_\_ on \_\_\_\_\_, 2026, (a) determining that this Agreement is consistent with the Town Comprehensive Plan, the Act, and the Current Regulations, hereinafter defined, of the Town, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit E.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

- (a) A legal description of the Real Property is set forth in Exhibit A.
- (b) A boundary survey of the Real Property is set forth on Exhibit A-1.

The Real Property currently consists of approximately twenty-nine and ninety-seven hundredths (29.97) acres of highland acres and approximately one and thirty-three hundredths (1.33) acres of wetlands, for a total acreage of approximately thirty-one and three tenths (31.30) acres, as more fully depicted on Exhibit A-1.

The Property Owner may notify the Town from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the Planning and Zoning Administrator; provided, however, that no other property shall be added to the Agreement unless: (1) the Development Plan is duly amended; and (2) this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, et seq.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Building Development Standards” mean minimum standards for the area, width, building coverage, building setback, and yard requirements for Lots or Development Parcels.

(c) “Comprehensive Plan” means the Town of Moncks Corner Comprehensive Plan, adopted May 16, 2017, as amended through the Effective Date, and adopted pursuant to S.C. Code Section 6-7-510, et seq., 5-23-490, et seq., 6-29-310, et seq., or 4-27-600 and the official map adopted pursuant to S.C. Code Section 6-7-1210, et seq.

(d) “Current Regulations” mean the Comprehensive Plan; and the Town of Moncks Corner Land Development Regulations Ordinance, adopted October 16, 2012, as amended through the Effective Date, which is attached as Exhibit D, and the Development Guidelines, attached as Exhibit F.

(e) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as are authorized by the Agreement. This definition does not include commercial timbering, which may continue on Undeveloped Tracts during the Term of this Agreement.

“Development,” as designated in a land or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(f) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way and Open Space.

(g) “Development Permit” includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development or use of property.

(h) “Dwelling Unit” means one or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short term stays, assisted living facilities, nursing homes, or other commercial properties.

(i) “Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

(j) “Green Space” means areas dedicated to buffers, or naturally occurring or developed wetlands.

(k) “Land Development Regulation” means ordinances and regulations enacted by the Town or the State of South Carolina for the regulation of any aspect of Development and includes the Town’s zoning, subdivision, building construction, occupancy or sign regulations or any other regulations controlling the Development or use of property.

(l) “Law” means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules) adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications.

(m) “Local Government” means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Facilities.

(n) “Lot” means Development Parcel identified in a Subdivision Plat recorded in the Berkeley County Register of Deeds Office.

(o) “Open Space” means areas dedicated to roadways and Green Space.

(p) “Parties” means the Property Owner and Town.

(q) “Parcel” means any of those tracts of Real Property that are identified in Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(r) “Project” is the Development that will occur within and upon the Property described in Exhibit A and Exhibit A-1.

(s) “Property Owner” means STYO Development, LLC, a South Carolina limited liability corporation, together with all subsidiaries thereof and other related entities, which have a legal or equitable interest on the date of execution hereof in any of the Real Property as described in Paragraph 5 and includes STYO Development, LLC’s successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Paragraph 29 hereof.

(t) “Property Owners Association” or “POA” means one or more Property Owners Associations that may be established pursuant to Section 12B.

(u) “Real Property” is the real property referred to in Paragraph 5 and includes any improvements or structures customarily regarded as part of real property.

(v) “Subdivision Plat” means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(w) “Undeveloped Lands” in existence on the date of execution of this Agreement is the Real Property indicated on Exhibit A and Exhibit A-1. Undeveloped Lands shall, during the Term of this Agreement, include Real Property that (i) has not received final plat approval or (ii) has received preliminary, conditional or final plat approval but consists of five (5) or more contiguous acres of Real Property, depicted as Lots or parcels thereon, and has not had a building permit issued for it.

3. Compliance with South Carolina Code Section 6-31-60. The Property Owner has an equitable interest in the property by way of its purchase option agreement with Moss Grove Plantation Limited Partnership, who is the current fee simple owner of the Property.

4. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

5. Reserved.

6. Intent of the Parties. The Town and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The Town and the Property Owner are entering into this Agreement in order to secure benefits and burdens referenced in S. C. Code Sections 6-31-10 et seq.

7. Consistency with the Town's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the Town's Comprehensive Plan and Current Regulations. Whenever express substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict between this Agreement and the Current Regulations, and subject to the provisions of S.C. Code Section 6-31-80, the standards set forth in Current Regulations shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or Current Regulations is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of Town Council, subject to compliance with applicable statutory procedures and consistent with Paragraph 9(a). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the Town as referenced in S.C. Code Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by S.C. Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations. The Town shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project unless the Town has held a public hearing and has determined: (1) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the Town, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the Town that it, in its sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Property Owner shall become part of the Current Regulations.

(b) Vested Rights. Subject to the provisions of subparagraphs (a) and (b) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

(c) Subparagraphs 9(a) and 9(b) of this Agreement do not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision that may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Paragraph 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

Zoning permits, plat approvals (preliminary, conditional or final), road and drainage construction plan approvals, building permits, certificates of occupancy, county water and/or sewer development contracts, and utility construction and operating permits.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

12. Vested Rights Governing the Development of the Real Property.

#### A. LAND USE

1. Allowable Uses. All uses allowed in the Village Square Planned Development Guidelines as set forth in Exhibit F.

2. Density. The permitted density as set forth in Exhibit F; specifically, Property Owner has a vested right to develop 80 residential lots.

3. Building Development Standards. The criteria with respect to minimum lot sizes, setbacks, height and impervious coverage are set forth in Exhibit F.

4. Buffers and Signage. The criteria as set forth Exhibit F shall apply with respect to buffers and signage.

### B. PROPERTY OWNER'S ASSOCIATION

A Property Owner's Associations ("POA") may be established. Membership in the POA will be mandatory for any property owner. The POA will be funded by dues to be established in its recorded restricted covenants, and the restrictive covenants shall give the POA the right to impose liens on applicable property and foreclose on the same in order to secure the payment of all such dues. The restrictive covenants shall further provide that no residential units within the Development may be used as short term rental units and no purchaser of a residential unit within the Development, or any Affiliate (as defined herein) of such purchaser, may own more than three (3) residential units within the Development at any given time. Nothing contained in this Section 12.B shall be construed so as to prohibit Property Owner, with such reference including its successors and assigns, and specifically any builder acquiring Lots or Development Parcels for the purpose of constructing a residential unit from acquiring more than one Lot or Development Parcel at a given time.

The covenants shall further establish a process to review and approval of would be purchasers to ensure compliance, which restriction shall extend for a period not less than two years following the date on which the Developer no longer controls the POA or has the power to appoint a controlling number of individuals serving on the POA ("Developer Control Period") and may not be remove are amended without approval of at least sixty-six percent (66%) of all voting members. Prior to the approval of the final plat for the first phase of the Development, the Developer shall submit draft restrictive covenants to the Town for review and approval, which approval shall not be unreasonably withheld. The POA's responsibility will be to manage the affairs of the POA including the enforcement of recorded documents and the maintenance of common areas. The POA's documents may also establish an Architectural Review Board (ARB) to review and approve all structures and any additions or improvements. This review will be for aesthetic purposes (e.g., height, architectural detail, materials, and colors) and does not replace the building permit review and approval by the Town. The Town agrees that it will not establish an architectural review body during the term of this Agreement that replaces or duplicates the jurisdiction of the ARB as reserved under this paragraph.

For the purposes of this Section 12(B), the term "Affiliate" means any corporation, limited liability company, partnership or other person or entity which directly or indirectly owns all or part of the applicable property-owning entity, or which is directly or indirectly owned in whole or in part by the property-owning entity, or by any partner, shareholder, or owner of the property-owning entity, as the case may be, as well as any subsidiary, affiliate, or other individual, or entity who now or hereafter bears a relationship to the property-owning entity, as described in Section 267(b) of the Internal Revenue Code.

### C. OPEN SPACE

1. The Property Owner agrees to preserve portions of the Real Property as Open Space pursuant to Section 6-12 of the Town's Land Development Regulations. Open Space shall be designated on each plat submitted to the Town for final plat approval.

2. Dedication of Open Space. The Property Owner may convey portions of the Open Space to: (1) the Town, upon the Town's agreement to accept such Open Space; or (2) one or more qualified organizations under 26 U.S.C. Section 501(c)(3) in a form required by state or federal law and may subsequently transfer all or portions of such Open Space to such entity. The Property Owner will at all times reserve to itself, its successors, and assigns water rights, easements for access and infrastructure purposes (e.g.: roads, walkways, paths, drainage, utility easements and rights of way) necessary, convenient, or desirable for the Development. Notwithstanding the foregoing, the portion of the Real Property designated as "District 2 – The Civic Park", which constitutes a portion of the Open Space as required by Section 6-12 of the Town's Land Development Regulations, shall be donated and conveyed to the Town upon substantial completion (i.e. certificate of occupation and operation), whereafter the Town and/or the Town's Recreation Department shall be responsible for all management, maintenance, and operation expenses from that day forth.

#### D. FLEXIBILITY OF USES AND TRACTS

The Conceptual Land Use Plan, attached as Exhibit B, of the Project must maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions, and design parameters. Accordingly, the exact location of boundary lines between tracts, the location and size of land uses indicated within the planned areas, and the preliminary design concepts shall be subject to change as phases of the Conceptual Land Use Plan are submitted for final plan review over the life of the Project; provided, however, that the maximum densities and allowed land uses set forth in this Ordinance shall be strictly adhered to.

#### E. SUBDIVISION PLAN REVIEW AND APPROVAL

Preliminary Plans and Final Plats for each phase of the Development shall be submitted for review and approved at staff level by the Town Administrative Officer pursuant to the provisions of Current Regulations. Furthermore, Town agrees that it shall review all Preliminary Plans and/or Final Plans within the time frames set forth in the Current Regulations, if any.

13. Facilities, Services and Public Uses. Although the nature of this long-term project prevents the Property Owner from providing exact completion dates, the general phases of construction and Development are set forth in Paragraph 15 and described in Exhibit C attached hereto. The Property Owner certifies that the following services and Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein, and as to roads, sewer, and water infrastructure, prior to the approval of the final plat for the applicable phase of Development. Subject to compliance with applicable Laws, all provisions of this Agreement and prior approval of construction plans by the Town or other applicable governmental entity, the Town hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby assures the Town that adequate Facilities shall be available concurrent with the impacts of Development.

(a) Rights-of-Way/Easement. The Property Owner shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and the Current Regulations. Such Facilities may be transferred by the Developer to Berkeley County or SCDOT, subject to proper dedication

and acceptance by governmental entity, or POA, as required by recorded restrictive covenants. Following any such dedication or conveyance, the applicable governmental entity or the POA, as applicable, will have ownership and maintenance responsibility of such Facilities.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an POA, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the POA has the sole responsibility for the maintenance of such facilities and the funding thereof.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Environmental Services (“SCDES”), the service and Facilities for water and sewer, shall be provided by the Berkeley County Water and Sanitation Authority (“BCWSA”).

(c) Stormwater. Stormwater facilities shall be maintained by the Property Owner; however, Property Owner has the right to assign such maintenance responsibilities to the Property Owners’ Association.

(d) Civic Park. The Property Owner shall, at its expense, develop the following recreation facilities, which comprise the “Civic Park,” as further described in the Development Guidelines: (1) multi-use path leading into the Civic Park, with portions consisting of a multimodal path wide enough for two ways of golf cart travel and a serene nature walk along the Civic Park’s pond feature (the “Trails”); (2) one full-size basketball court (the “Basketball Court”); (3) two baseball fields, one youth-size (200-foot minimum fence distance) and one regulation-size (225-foot minimum fence distance), all with adequate space for seating (together, the “Baseball Fields”); (4) one pavilion, consisting of open unairconditioned structures with picnic-style seating (the “Pavilion”); and (5) a restroom facility (the “Restrooms”). The design and materials of the Civic Park facilities shall be substantially similar to the Town’s Regional Recreation Complex. Final construction plans for the facilities to be included within the Civic Park shall be subject to final approval by the Town, which approval shall not be unreasonably conditioned, delayed, or withheld. Upon the completion of the Civic Park and the issuance of a certificate of occupancy therefor, the Town shall accept dedication of such facilities and shall thereafter be responsible for the management, maintenance, and operation thereof.

(e) Acceptance of Facilities. Except as otherwise set forth above, the Facilities described in this Section 13 will be accepted by the Town or other applicable governmental entity pursuant to the applicable provisions of the Town’s code of ordinances or applicable ordinances, laws, or regulations of such other governmental entity, upon tender by the Developer, provided said Facilities are designed for construction in accordance with the specifications approved by the applicable governmental entity, and provided further that the Facilities, as built, are constructed in accordance with applicable provisions of the Town’s code, are in good condition, and not subject to any monetary lien.

#### 14. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning may be done on a regional basis, which includes other significant developments that are either underway, or soon to commence. The Property Owner is working and will continue to work with all appropriate planning agencies to ensure that the safe ingress and egress for the Project and the surrounding community is addressed.

(b) Future Road Improvements. The Parties agree that in order to more effectively accommodate the vehicular traffic associated with the known development plans for the region, including the Project, additional road improvements shall be a top priority. Prior to approval of the preliminary plat for the first phase of Development upon the Property, a traffic impact analysis (“TIA”) with respect to the Project shall be prepared at the cost and expense of Developer. Such traffic improvements recommended in the TIA shall be completed by Developer at or prior to such time it is necessary to support the traffic generated by the Development of the Project, as more particularly set forth in the TIA. The TIA shall be updated with each phase of the Project prior to the approval of the preliminary plat or the site plan approval.

15. Median Plantings. In order to assist the Town with its efforts on landscaping the medians on Highway 52 (the “Median Work”), Property Owner agrees to contribute Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (the “Landscaping Contribution”), which shall be paid within thirty (30) days of receipt of notification from the Town that it has obtained an encroachment permit to install the landscaping. The design of the Median Work shall substantially comply with the Town’s standard template for landscaped medians, which is attached as Exhibit H hereto. The Town shall be responsible for the completion of the Median Work, which the Town shall cause to be completed within one hundred twenty (120) days of receipt of the Landscaping Contribution. To the extent the Landscaping Contribution exceeds the Town’s costs for completing the Median Work, the remaining funds will be used for public improvements or maintenance for the Project, as determined in the Town’s sole and absolute discretion.

16. Ownership of Road Improvements. Those road improvements described in Section 14(b) above that are eligible for dedication to Berkeley County or SCDOT, as applicable, shall be constructed in accordance with Berkeley County or SCDOT specifications and standards, as applicable. The ownership and maintenance responsibility of those roads that are eligible for dedication to Berkeley County or SCDOT shall be transferred by the Developer to Berkeley County or SCDOT, as applicable, subject to proper dedication and acceptance by such governmental entity. Following any such dedication or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such road improvements.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an POA, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the POA has the sole responsibility for the maintenance of such facilities and the funding thereof.

17. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date.

(b) Thresholds for Project Development. The various components of the Project shall be developed in accordance with the Development Guidelines under the following thresholds:

- (i) The Property Owner or assigns may commence Development of the commercial components of the Project upon the Town's approval of a commercial site plan pursuant to the Current Regulations.
- (ii) The Property Owner or assigns may be issued building permits for, and carryout the construction of, the 78 Dwelling Units of the residential components of the Project only upon the Town's approval of a final subdivision plat for the Project pursuant to the Current Regulations.
- (iii) The Property Owner or assigns may be issued certificates of occupancy for the first 40 of such 78 Dwelling Units (as referenced in clause (ii) above) only upon the achievement of the following thresholds: (1) the completion of grading for all areas contained within the Civic Park and all commercial components of the Project; and (2) the issuance by the Town of a building permit for the construction of not less than 20,000 square feet of commercial buildings within the commercial components of the Project.
- (iv) The Property Owner or assigns may be issued certificates of occupancy for the next 20 of such 78 Dwelling Units (as referenced in clause (ii) above) only upon the achievement of the following thresholds: (1) the construction and issuance of certificates of occupancy for the Basketball Court, the Baseball Fields, the Pavilion, and the Restrooms; and (2) the inspection and approval of the foundation for commercial buildings comprising not less than 20,000 square feet within the commercial components of the Project.
- (v) The Property Owner or assigns may be issued certificates of occupancy for the final 18 of such 78 Dwelling Units (as referenced in clause (ii) above) only upon the achievement of the following thresholds: (1) the completion of the construction of commercial building shells comprising not less than 20,000 square feet within the commercial components of the Project, and the Town's issuance of a certificate of completion therefor; and (2) the completion of construction of the Trails or the Property Owner's delivery to the Town of a performance bond in accordance with the bond requirements of the Current Regulations.

(c) Disclosure of Development Thresholds. The final plat for the Project shall include the following statement notifying purchasers of Lots or Undeveloped Land within the Project of the development thresholds set forth in this Section 17(b):

The property shown hereon is subject to the terms of a Village Square Development Agreement by and between the Town Of Moncks Corner, South Carolina, and STYO Development, LLC, dated as of [\_\_\_\_], 20[\_\_\_\_], and recorded on [\_\_\_\_], 20[\_\_\_\_]

in the Office of the Berkeley County Register of Deeds at book [ ], page [ ] (the “Development Agreement”). Under the terms of the Development Agreement, the Property Owner (as defined in the Development Agreement) is required to achieve certain thresholds for the development of the Project (as defined in the Development Agreement) prior to the Town issuing certificates of occupancy for certain numbers of residential units constructed within the Project. Reference is made to the terms of the Development Agreement for a complete description of such thresholds and restrictions, and purchasers of Lots and Undeveloped Land within the Project are subject to such restrictions on the issuance of certificates of occupancy.

(d) Completion Date. The Property Owner projects that by the end of the year 2031 the Project should be substantially completed (i.e., essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses).

18. Term of the Agreement. The Term of this Agreement shall commence on the date this Agreement is executed by the Town and Property Owner and terminate five (5) years thereafter (the “Termination Date”).

19. Amending or Canceling the Agreement. Subject to the provisions of S.C. Code Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by written mutual consent of the Parties or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of S.C. Code Section 6-31-10, et seq. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town.

20. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

21. Periodic Review. The Town Administrator or their designee shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the Town finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a commercially reasonable time in which to cure the material breach.

In no event shall Property Owner be allotted less than thirty (30) days to cure as provided by this Section 19. However, if the Property Owner fails to cure any material breach within the

time given, then the Town unilaterally may terminate or modify this Agreement; provided that the Town has first given the Property Owner the opportunity: (1) to rebut the Town's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

22. Severability. Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

23. Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, this is not to be construed as a waiver of attorney-client privilege or the right of the Town to determine the manner or extent to which the Town may defend such action or incur any expense in doing so.

24. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

25. Remedies. Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any nonbreaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the Town of Property Owner's Fifth Amendment rights. The Town will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Property Owner, and further agrees that no limited partner, member, agent, officer, employee or representative of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the Town as to any rights it may have against the Town under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, including employees, its Town Council members, agencies, boards, or commissions.

26. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with Berkeley County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

27. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

28. Town Approval of Agreement. The Town Council has approved the Project under the process set forth in S.C. Code Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

29. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. Except for the purchasers of Lots containing improved or constructed Units within single-family residential subdivisions within the Development, a purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred upon the execution, recording, and delivery to the Town of an Assignment (as defined herein). Assignees of Development Parcels shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement (an "Assignment") in substantially similar form to Exhibit G attached hereto, with such Assignment being in recordable form and provided to the Town at the time of the recording of any deed transferring a Development Parcel to that Assignee. To the extent that an Assignee is responsible for the construction or installation of Facilities that are to be located outside of the applicable Development Parcel that the Property Owner is otherwise obligated to construct or install under this Agreement, the Assignment shall specify the Facilities, if any, for which the Assignee shall be responsible. Upon delivery of an Assignment, Property Owner shall be released of any further liability or obligation with respect to said Development Parcel and any other liability or obligation specified in such Assignment.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the Town from third parties; provided, however, no such indemnification shall relieve the Property Owner of liability or obligations hereunder. Further, Property Owner shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in single-family residential subdivisions, Lots in commercial areas or Lots in industrial areas that have been platted and approved in accordance with the terms of this Agreement. Property Owner shall be released from obligations with respect to Lots within the Development upon the sale thereof and delivery of an Assignment.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members change.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes, or accepts all or a portion of the liabilities and obligations of, the "Property Owner" under and within the meaning of this Agreement, Property Owner shall notify the Town by written notice and provide it a copy of the Assignment of such status as the "Property Owner" within thirty (30) days of the intended transfer.

(ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to

provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain an Assignment from purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Property Owner shall record such Assignment and provide a copy of such Assignment to the Town.

(iii) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the intensities/square footage set forth in Section 12A herein to third party developers shall, by written agreement in substantially the same form as Exhibit G, assign a precise number of residential units, commercial/office square footage, and/or industrial square footage, as applicable. The Property Owner shall notify the Town within thirty (30) days of the intended conveyance of the property, provide the Town the applicable documents assigning the development rights to the transferee, and record the same in the office of the Berkeley County Register of Deeds.

(iv) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Property owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth herein, including the delivery of an Assignment to the Town, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate (the "Certificate") in recordable form that solely with regard to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the Certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought

against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property for which the Town Administrator, Town Community Development Director, or other Town department head has actual knowledge thereof except as otherwise described in the Certificate.

Provided that such request is delivered in the same manner as other notices hereunder pursuant to Section 28(h) hereof, if the Town does not respond to such request within thirty (30) days of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

### 30. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A hereto and shown on Exhibits A-1 attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) Mutual Releases. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Property Owner, on behalf of itself and Property Owner's partners, officers, directors, employees, agents, attorneys, consultants, hereby releases the Town and the Town's council members, officials, employees, agents, attorneys and consultants, and the Town, on behalf of itself and the Town's council members, officials, employees, agents, attorneys and consultants, hereby releases Property Owner and Property Owner's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

(d) State and Federal Law. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event State or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with State or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(e) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council through the adoption of a resolution, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the Town by making any promise or representation contained herein. Any amendments are subject to Paragraph 17 herein.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(g) Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for all reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified herein.

(h) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Moncks Corner  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

With copies to:

Moncks Corner Town Administrator  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

To the Property Owner:

STYO Development, LLC  
Attn: Chis Young  
2001 Helm Avenue  
North Charleston, SC 29405

With copy to:

R. Stewart Miller, Jr.

Burr & Forman LLP  
2411 N. Oak Street, Suite 206  
Myrtle Beach, SC 29577

(i) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

[SEPARATE SIGNATURES PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

Witness:

TOWN OF MONCKS CORNER

\_\_\_\_\_

By: \_\_\_\_\_

Michael A. Locklear, Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_

Marilyn M. Baker, Clerk of Council

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

ACKNOWLEDGMENT

The within instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the Town of Moncks Corner, by Michael A. Locklear, its Mayor, and attested to by Marilyn M. Baker, its Clerk of Council.

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBITS**

Exhibit A: Legal Description

Exhibit A-1: Boundary Survey

Exhibit B: Conceptual Land Use Plan

Exhibit C: Development Schedule

Exhibit D: The Town of Moncks Corner Land Development Regulations Ordinance

Exhibit E: Development Agreement Ordinance

Exhibit F: Village Square Planned Development Guidelines

Exhibit G: Form Partial Assignment

Exhibit A  
Legal Description

ALL THAT CERTAIN piece, parcel, or lot of land, with any improvements thereon, situate, lying, and being in the Town of Moncks Corner, Berkeley County, State of South Carolina, shown and depicted on a plat by Parker Land Surveying, LLC entitled, "BOUNDARY PLAT OF TMS NO. 162-00-01-017, LOCATED IN THE TOWN OF MONCK'S CORNER, CURRENTLY OWNED BY MOSS GROVE PLANTATION A/P BERKELEY COUNTY, SOUTH CAROLINA," dated May 15, 2025, revised July 25, 2025, and recorded August 13, 2025 in the Register of Deeds Office for Berkeley County as Instrument 2025026844.

Metes and Bounds:

TO FIND THE POINT OF COMMENCEMENT LOCATE THE CENTERLINE INTERSECTION OF GAILLARD ROAD AND HIGHWAY 52, THENCE RUNNING IN A NORTHERLY DIRECTION OR APPROXIMATELY 2,260 FEET, A POINT, (POC1) THENCE RUNNING S85°25'05"W FOR A DISTANCE OF 153.57' TO A #5 IRON REBAR FOUND AT BENT BASE; THENCE N09°19'12"W FOR A DISTANCE OF 717.50' TO AN IRON ROD SET - MAGNAIL IN BASE OF TREE; THENCE N09°46'19"W FOR A DISTANCE OF 1618.79' TO A 1" IRON PIPE FOUND; THENCE N89°59'39"E FOR A DISTANCE OF 137.49' TO A #5 IRON REBAR FOUND; THENCE N22°19'43"E FOR A DISTANCE OF 138.39' TO A #5 IRON REBAR FOUND; THENCE N14°39'54"E FOR A DISTANCE OF 143.61' TO A #5 IRON REBAR FOUND; THENCE N53°48'27"E FOR A DISTANCE OF 474.74' TO A #6 IRON REBAR FOUND; THENCE N71°10'18"E FOR A DISTANCE OF 50.80' TO A #5 IRON REBAR FOUND; THENCE N62°51'05"E FOR A DISTANCE OF 174.61' TO A #5 IRON REBAR FOUND; THENCE N61°25'49"E FOR A DISTANCE OF 27.51' TO A #6 IRON REBAR FOUND; THENCE N71°18'48"E FOR A DISTANCE OF 213.81' TO A #6 IRON REBAR FOUND; THENCE S69°03'44"E FOR A DISTANCE OF 30.17' TO A #6 IRON REBAR FOUND; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 3070.46', WITH A RADIUS OF 7789.50', WITH A CHORD BEARING OF S09°53'16"W, WITH A CHORD LENGTH OF 3050.62', WITH A DELTA ANGLE OF 22°35'05" TO A #6 IRON REBAR FOUND; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,365,939 SQUARE FEET (31.358 ACRES) MORE OR LESS.

TMS No.: 162-00-01-017

Exhibit A-1  
Boundary Survey

"BOUNDARY PLAT OF TMS NO. 162-00-01-017, LOCATED IN THE TOWN OF MONCKS CORNER, CURRENTLY OWNED BY MOSS GROVE PLANTATION A/P BERKELEY COUNTY, SOUTH CAROLINA," dated May 15, 2025, revised July 25, 2025, and recorded August 13, 2025 in the Register of Deeds Office for Berkeley County as Instrument 2025026844.

Exhibit B  
Conceptual Land Use Plan

Exhibit C  
Development Schedule

N/A – not to exceed five (5) years.

Exhibit D  
Town of Moncks Corner Land Development Regulations

The Town of Moncks Corner Land Development Regulations Ordinance, adopted October 16, 2012, as amended through the date of this Development Agreement. A complete published copy being included herewith.

Exhibit E  
Development Agreement Ordinance

Exhibit F  
Village Square Planned Development Guidelines

Exhibit G  
Form Partial Assignment

STATE OF SOUTH CAROLINA ) ) COUNTY OF BERKELEY )	<b>PARTIAL ASSIGNMENT AND          ASSUMPTION OF RIGHTS AND          OBLIGATIONS UNDER          DEVELOPMENT AGREEMENT</b>
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This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** (“Partial Assignment and Assumption”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between STYO Development, LLC, a South Carolina limited liability corporation (“Assignor”) and \_\_\_\_\_ (“Assignee”).

R E C I T A L S:

**WHEREAS**, on or about \_\_\_\_\_, Assignor entered into that certain Village Square Development Agreement (“Development Agreement”) with the Town of Moncks Corner, South Carolina (the “Town”), incident to the future development of approximately thirty-one and three tenths (31.30) acres of real property, as further described on Exhibit “A” attached to the Development Agreement (the “Property”), which Development Agreement was recorded in the Office of the Register of Deeds of Berkeley County, South Carolina (the “ROD”) in Volume \_\_\_\_ at Page \_\_\_\_; and

**WHEREAS**, simultaneously herewith, Assignor conveyed approximately \_\_\_\_\_ (\_\_\_\_) acres of real property (the “Transferred Property”) as more particularly described on the attached Exhibit “A”, which is attached hereto and incorporated herein by reference; and

**WHEREAS** it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to certain real property described the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement with respect to \_\_\_\_\_ (\_\_\_\_) acres with a \_\_\_\_\_ density not to exceed \_\_\_\_\_ (as further described in Section 12.A of the Development Agreement) (the “Allocated Rights”). Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the “Assumed Obligations”) arising under the Development Agreement:

- (i) \_\_\_\_\_

(ii) \_\_\_\_\_

3. Default and Enforcement of Provisions. As provided in Section 25 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, but not any other legal or equitable remedies, including, but not limited to, damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section 30(h) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Assignor:

STYO Development, LLC  
Attn: Chris Young  
2001 Helm Avenue  
North Charleston, SC 29405

With copy to:

R. Stewart Miller, Jr.  
Burr & Forman LLP  
2411 North Oak Street, Suite 206  
Myrtle Beach, SC 29577

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.



Witness:

STYO DEVELOPMENT, LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: Chris Young

Its: Manager

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF BERKELEY )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named STYO Development, LLC, by Chris Young, its Manager, sign and seal the within written Development Agreement, and as the act and deed of STYO Development, LLC deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

Exhibit A to Assignment and Assumption  
Transferred Property

Exhibit H  
Town's Standard Template for Median Work

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT CONCERNING THE WEATHERS TRACT DEVELOPMENT, AUTHORIZING THE EXECUTION THEREOF, AND OTHER MATTERS RELATING THERETO.**

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

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

(1) The Town Council is authorized pursuant to the South Carolina Local Government Development Agreement Act, codified at Title 6, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to enter into development agreements (generally, “*Development Agreements*”) with developers that provide certain terms under which developments may proceed.

(2) The Town has received a request from Dream Finders Homes, LLC (the “*Property Owner*”) that the Town consider entering into a Development Agreement concerning that certain 96.01 acres of real property, identified by Berkely County TMS Numbers 162-00-01-029, 162-00-1-020, 162-02-00-017, 162-02-00-019, and 162-02-00-015 (portion), comprising the Weathers Tract Development (collectively, the “*Development*”). The form of the Development Agreement between the Town and the Property Owner concerning the Development is attached to this Ordinance at **Exhibit A** (the “*Weathers Tract Development Agreement*”).

(3) In accordance with Section 6-31-50 of the Act, the Town has caused a notice of a public hearing concerning the Weathers Tract Development Agreement to be published in a newspaper of general circulation within the Town, providing notification of the date, time, and location of such public hearing, and which included certain particulars concerning the Development and the Weathers Tract Development Agreement. As further required by Section 6-31-50 of the Act, at this public hearing the Town Council announced the date, time, and place of a second public hearing concerning the Weathers Tract Development Agreement.

(4) The Town Council now desires to approve and enter into the Weathers Tract Development Agreement in accordance with the Act.

**Section 2 Approval of Development Agreement.** The Town hereby agrees to enter into the Weathers Tract Development Agreement. The form, provisions, terms, and conditions of the Weathers Tract Development Agreement, as attached at **Exhibit A** of this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Weathers Tract Development Agreement were set out in this Ordinance in its entirety. The Mayor of the Town (the “*Mayor*”) is hereby authorized, empowered, and directed to execute the Weathers Tract Development Agreement in the name and on behalf of the Town; the Clerk to the Town Council (the “*Clerk*”) is hereby authorized, empowered, and directed to attest the same; and the Mayor is further authorized, empowered, and directed to cause the delivery of the Weathers Tract Development Agreement to the Developer. The Weathers Tract Development

Agreement, as executed and delivered, is to be in substantially the form as attached at **Exhibit A** of this Ordinance, or with such changes therein as shall not materially adversely affect the rights of the Town thereunder and as shall be approved by the official or officials of the Town executing the same, upon the advice of legal counsel; their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Weathers Tract Development Agreement approved hereby.

**Section 3 Further Action.** The Mayor, the Town Administrator (the “*Town Administrator*”), and the Clerk, for and on behalf of the Town, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the Town under and pursuant to the Weathers Tract Development Agreement. The Mayor and the Town Administrator, or either one of them acting alone, are hereby authorized to execute and deliver on behalf of the Town all certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

**Section 4 Severability.** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 5 Repealer; Effective Date.** All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of Page Left Blank]

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN OF MONCK'S CORNER**

ATTEST:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_  
Thomas J. Hamilton, Jr. Mayor

First Reading: [February 17, 2026]  
First Public Hearing: [March 17, 2026]  
Second Reading: [April 21, 2026]  
Second Public Hearing: [April 21, 2026]

**Exhibit A**  
**Form of Weathers Tract Development Agreement**

**WEATHERS TRACT  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
DREAM FINDERS HOMES, LLC  
AND  
THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**

**Date: [-]**

Prepared by:  
Nicole A. Scott, Esq.  
Jacob L. Allen, Esq.  
Maynard Nexsen PC  
205 King Street  
Charleston, SC 29401

**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Development Agreement Ordinance
- Exhibit E: Town of Moncks Corner Zoning Ordinance
- Exhibit F: Land Development Regulations
- Exhibit G: PD Development Plan

**DEVELOPMENT AGREEMENT  
BY AND AMONG  
DREAM FINDERS HOMES, LLC  
AND  
THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is entered into to be effective as of the [-] day of [-], 2026 (the “**Effective Date**”), by and among **THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the “**Town**”), and **DREAM FINDERS HOMES, LLC**, a Florida limited liability company (the “**Developer**”). The Town and Developer are sometimes separately referred to in this Agreement as a “**Party**” or jointly referred to as the “**Parties**.”

**RECITALS:**

**WHEREAS**, Developer has contracted to purchase those certain pieces, parcels or tracts of land, identified as Berkeley County TMS Numbers 162-00-01-029, 162-02-00-020, 162-02-00-017, 162-02-00-019, and 162-02-00-015 (portion) consisting in total of approximately ninety-six and 01/10 (96.01) acres (collectively, the “**Property**”), all which is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference; and

**WHEREAS**, on [DATE], the Town of Moncks Corner Council (“**Town Council**”) adopted Ordinance No. [NUMBER], which annexed the Property into the Town and designated the Property to the zoning classification of Planned Development District (PD); and

**WHEREAS**, the Code of Laws of South Carolina (the “**S.C. Code**”) Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the “**Act**”), enables local governments, including municipal governments, to enter into binding development agreements with legal and equitable owners intending to develop real property in accordance with certain conditions set forth in the Act; and

**WHEREAS**, the Parties now desire to enter into this Agreement, pursuant to the terms of the Act, for the purpose of providing assurance to Developer that development of the Property may proceed in accordance with the Current Regulations of the Town, as hereinafter defined, without encountering future changes in laws that would materially affect the ability to develop the Property pursuant to development plan submitted for the Property, as more particularly described herein, and for the purpose of providing the Town with important protections to the natural environment, by encouraging quality planning and managed growth and an opportunity for long term financial stability and a viable tax base, and for the purpose of providing certain funding and funding sources to assist the Town in meeting the service and infrastructure needs relating to the development authorized hereunder; and

**WHEREAS**, the Town conducted public hearings regarding its consideration of this Agreement on March 17, 2026, and [DATE], after publishing and announcing notice, in accordance with the Act and the Town Zoning Ordinance, as amended through the Effective Date hereof; and

**WHEREAS**, the Town, acting by and through Town Council, adopted Ordinance No. [NUMBER] on [DATE] (“**Development Agreement Ordinance**”), (a) determining that this Agreement is consistent with the Town’s Comprehensive Plan, the Act, and the Current Regulations of the Town, and (b) thereby approving this Agreement, a copy of said ordinance attached hereto as **Exhibit D**.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, including the potential economic benefits to both the Town and Developer by entering this Agreement, and to encourage

well planned development of the Property, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the Town and Developer hereby agree as follows:

1. **Definitions.** Unless the word or phrase is non-capitalized, the following terms used in this Agreement shall mean:

“**Act**” shall mean the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

“**Agreement**” shall mean this Development Agreement, including, without limitation, the recitals and exhibits attached hereto.

“**Building Development Standards**” shall mean minimum standards for the area, width, building coverage, building setback and yard requirements for Lots or Development Parcels.

“**Commercial Phase of Development**” shall mean those portions of the Project that are to be developed for commercial and retail development pursuant to the Development Plan and the Conceptual Master Plan.

“**Comprehensive Plan**” shall mean the Moncks Corner 2024 Comprehensive Plan, adopted pursuant to Ordinance Number 2024-07, in accordance with S.C. Code Section 6-29-510, *et seq.*, and the official map adopted pursuant to S.C. Code Section 6-7-1210, *et seq.*, all as amended through the Effective Date hereof.

“**Conceptual Master Plan**” shall mean the conceptual plan attached as Exhibit 8 to the Development Plan, as may be modified or amended from time to time.

“**Current Regulations**” shall mean the following ordinances and regulations that are in effect as of the Effective Date of this Agreement, specifically: (i) the Comprehensive Plan; (ii) the Zoning Ordinance (hereinafter defined), (iii) the Land Development Regulations (hereinafter defined), and (iv) the Development Plan.

“**Density**” shall mean, where applicable, the commercial square footage per acre or the number of Dwelling Units per acre. Parcel Density equals the commercial square footage or Dwelling Units divided by the gross acreage of a specific parcel.

“**Developer**” shall mean Dream Finders Homes, LLC, a Florida limited liability company, and its successors in interest, successors in title or assigns that are: (a) transferred, conveyed or granted a legal or equitable interest and/or title to all or a portion of the Property in writing; and (b) are assigned rights and obligations under this Agreement by virtue of an assignment or other instrument pursuant to Section 27 hereof. When used herein with a reference to a specific portion of the Property, “Developer” shall mean and refer to the specific person or entity that holds legal or equitable title to such portion of the Property, and the rights to undertake Development of said portion of the Property. Other than the Property Owner, Developer hereby warrants that there are no other persons or entities that have an equitable interest in the Property.

“**Development**” shall mean the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Property

as are authorized by the Agreement. This definition does not include commercial timbering and silviculture, which may continue on Undeveloped Land (hereinafter defined) during the Term of this Agreement. The term “Development,” as designated in a land or development permit, includes the planning for and all other activity customarily associated with it, unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

“**Development Parcel**” shall mean any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

“**Development Permit**” shall include any building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of a Local Government entity having the effect of permitting the Development or use of property.

“**Development Plan**” or “**PD Plan**” shall mean the Weathers Tract PD development plan for the Property approved by Town Council on [DATE], pursuant to Ordinance No. [NUMBER], and attached hereto as **Exhibit G** and incorporated herein by reference, as may be amended from time to time.

“**Dwelling Unit**” shall mean one or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short-term stays, assisted living facilities, or other commercial properties.

“**Facilities**” shall mean major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, the Developer is specifically exempted from any Town requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites. Such exemptions shall not, however, exempt Developer from payment of applicable user fees for any such facilities.

“**HOA**” or “**Homeowner’s Association**” shall mean the Homeowner’s Association that shall be established prior to the sale of any Real Property, pursuant to Section 11(B) hereof.

“**Land Development Regulations**” shall mean the Town of Monck Corner Land Development Regulations, adopted and approved by the Town on October 16, 2012, as amended through the Effective Date hereof, and which is attached hereto as **Exhibit F** and incorporated herein by reference.

“**Law**” shall mean all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications.

“**Local Government**” shall mean any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public facilities.

“**Lot**” shall mean Development Parcel identified in a Subdivision Plat recorded in the Berkeley County Register of Deeds Office.

“**Parties**” shall mean Developer and the Town.

“**Parcel**” shall mean any of those tracts of the Real Property that are identified on the boundary plat of the Real Property, attached hereto as **Exhibit B**, and shall include any lot, tract, or portion thereof that is subsequently subdivided from such identified tracts by the filing of a Subdivision Plat.

“**Project**” shall mean all Development that will occur within and upon the Property.

“**Property**” or “**Real Property**” shall mean all of those certain pieces, parcels or tracts of land, consisting in the aggregate of approximately ninety-six and 01/10 (96.01) acres, located in the Town of Moncks Corner, Berkeley County, South Carolina, and which is more particularly described on **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference.

“**Property Owner**” shall mean, collectively, (i) John P. Morgan, Jr., as Trustee of the John Philip Morgan Jr. Trust dated March 29, 2007, (ii) the First Christian Church of Moncks Corner, a South Carolina Eleemosynary Corporation, (iii) Carol Flarisee, (iv) Adeline Adelaide Callum, and (v) Issac M. Reid, each of which owns legal interest and holds legal title to a portion of the real property comprising the Property on the Effective Date hereof, and shall include any and all of their successors in interest, successors in title (as to any portion of the applicable portion of the Property) and assigns, together with all subsidiaries thereof and other entities, which have a legal and/or equitable interest, on the date of execution hereof, in any of the Property herein defined.

“**Residential Phase of Development**” shall mean those phases of Development of the Project that are to be developed for residential purposes under the Conceptual Master Plan.

“**Subdivision Plat**” shall mean a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

“**Term**” shall have the meaning set forth in Section 15 of this Agreement.

“**Town**” shall mean the Town of Moncks Corner, South Carolina.

“**Undeveloped Lands**” in existence on the date of execution of this Agreement is the Real Property indicated on **Exhibit A** and **Exhibit B**. Undeveloped Lands shall, during the term of this Agreement, include Real Property that either (i) has not received final plat approval or (ii) has received preliminary, conditional or final plat approval but consists of five (5) or more contiguous acres of Real Property, depicted as Lots or parcels thereon, and has not been sold

“**Vested Units**” means the new Dwelling Units, together with new commercial square footage which may be approved for all Undeveloped Lands.

“**Zoning Ordinance**” means the Town of Moncks Corner Zoning Ordinance, 2012, as amended through the Effective Date hereof, and which is attached hereto as **Exhibit E** and incorporated herein by reference.

2. **Parties.** Parties to this Agreement are the Developer and the Town.

3. **Relationship of the Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended

to create, nor does it create, a relationship whereby the conduct of the Developer constitutes “state action” for any purposes.

**4. Legal Description of the Property.** The Property which is the subject of this Agreement is described as follows:

- A. A legal description of the Property is set forth in **Exhibit A.**
- B. A boundary plat of the Real Property is set forth in **Exhibit B.**

The Real Property currently consists of approximately eighty-nine and 78/100 (89.78) acres of highland and approximately six and 23/100 (6.23) acres of wetlands, with a total gross acreage of approximately aggregate of approximately ninety-six and 01/10 (96.01) acres of land.

The Developer may notify the Town from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, *et seq.*

**5. Intent of the Parties.** The Town and the Developer agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Developer, its successors in title and/or assigns. The Town and the Developer are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10, *et seq.* To that end, the Parties agree to cooperate full with each other to accomplish the purposes of this Agreement during the Term hereof.

**6. Consistency with the Town’s Comprehensive Plan and Land Development Regulations.** This Agreement is consistent with the Town’s Comprehensive Plan and Current Regulations. Whenever express substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict between this Agreement and the Current Regulations, and subject to the provisions of S.C. Code Section 6-31-80, the standards set forth in the Current Regulations shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or Current Regulations is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

**7. Legislative Act.** Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of Town Council, subject to compliance with applicable statutory procedures and consistent with **Section 8(A).** This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, *et seq.* This Agreement shall not be construed to create a debt of the Town as referenced in S.C. Code Section 6-31-145.

**8. Applicable Land Use Regulations.**

A. **Applicable Laws and Land Development Regulations.** Except as otherwise provided by this Agreement or by Section 6-31-10, *et seq.*, the Laws applicable to Development of the Property

subject to this Agreement, are those in force and effect at the time of execution of this Agreement, which are defined herein as the Current Regulations, and include, without limitation, **Exhibit E** and **Exhibit F** attached hereto.

B. **Changes or Amendments to Land Development Regulations.** During the Term of this Agreement, the Current Regulations governing the Property and the Project shall not be amended or modified and the Town shall not apply subsequently adopted Laws or Land Development Regulations to the Property or the Project unless the Town has held a public hearing and has determined: (1) such proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing Development of the Property or this Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the Town, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Developer. Nothing herein shall preclude Developer from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the Town which it, in its sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Developer shall become part of the Current Regulations.

C. **Vested Rights.** Subject to the provisions of subparagraph (A) above, all rights, entitlements and prerogatives accorded the Developer by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

Section 8(B) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

9. **Building Codes and Laws Other Than Land Use Regulations.** The Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, fire and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Property shall be subject to Section 8(B).

10. **Local Development Permits and Other Permits Needed.** The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project and the Town agrees to use best efforts to expedite the approval of the Development Permits within thirty (30) days of application of same:

Zoning permits, plat approvals (preliminary, conditional or final), roads and drainage construction plan approvals, building permits, certificates of occupancy, potable water and septic field permits, and utility construction and operating permits, as well as permits from

the South Carolina Department of Environmental Services, South Carolina Department of Transportation, and the US Environmental Protection Agency.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing permit requirements, conditions, terms, or restrictions.

## **11. Vested Rights Governing the Development of the Real Property.**

### **A. LAND USES AND INTENSITIES**

The Development Plan, attached hereto as **Exhibit G**, in addition to the Current Regulations, establishes the zoning regulations applicable to and governing Development of the Property, including, without limitation, the land uses and intensities permitted on the Property. More particularly, Development of the Property shall be consistent with the following:

(i) Permitted Uses. All land uses permitted in Section 5 of the Development Plan are permitted on the Real Property.

(ii) Number of Dwelling Units. In total, the Property shall be entitled up to three hundred sixteen (316) residential Dwelling Units.

(iii) Building Development Standards. The criteria as set forth in Section 5.6 of the Development Plan shall apply with respect to minimum Lot area, width, depth, setback, and yard requirements, and Section 10 of the Development Plan shall apply with respect to buffer requirements.

### **B. HOMEOWNER'S ASSOCIATION**

Developer shall establish Master Property Owner's Association ("**MPOA**") prior to the sale of Dwelling Units to individual property owners. Membership in the MPOA will be mandatory for any property owner. The MPOA will be funded by dues to be established in its recorded restricted covenants, and the restrictive covenants shall give the MPOA the right to impose liens on applicable property in order to secure the payment of all such dues. The restrictive covenants shall further provide that no more than 10% of the residential units within the Development may be used as rental units at any given time and establish a process to review and approval of rental units to ensure compliance, which restriction shall extend for a period not less than two years following the date on which the Developer no longer controls the MPOA or has the power to appoint a controlling number of individuals serving on the MPOA and may not be removed or amended without approval of a super majority of all members. Prior to the approval of the final plat for the first phase of the Development, the Developer shall submit draft restrictive covenants to the Town for review and approval, which approval shall not be unreasonably withheld. The MPOA's responsibility will be to manage the affairs of the MPOA including the enforcement of recorded documents and the maintenance of common areas. Common areas may include passive park space and nature trails, as well as areas for pools, playgrounds, and other active amenities. There may be individual property owner associations ("**POA**") established for each development tract which will incorporate its own common areas and be managed by each POA and governed by the MPOA. The POA may contract with the MPOA for maintenance and/or management services.

The MPOA's documents will also establish an Architectural Review Board ("**ARB**") to review and approve all structures including residential, and any additions or improvements such as fences, pools, etc. This review will be for aesthetic purposes (e.g., height, architectural detail, materials, colors) and does not replace the building permit review and approval by the Town. The Town agrees that it will not establish

an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved under this paragraph.

### C. OPEN SPACE

The Developer may convey the Open Space to one or more property owner's associations. The Developer will at all times reserve to itself, its successors and assigns easements for access and infrastructure purposes (e.g., roads, walkways, paths, utility easements and rights of way) necessary or desirable for the Development.

The Town agrees that the Facilities and Open Space specified in this Agreement and Development Plan, including, but not limited to, the Recreation Facility as set forth in Section 14 below, shall satisfy the open space and recreation requirements of Section 6-12 of the Land Development Regulations respecting the same; provided, however, Developer shall, subject to the Recreation Impact Fee Credit (hereinafter defined) provided to Developer, continue to pay Parks & Recreation Impact Fees pursuant to the Town's Impact Fee Program (hereinafter defined), all as more particularly set forth in Section 14 below.

### D. SUBDIVISION PLAN REVIEW AND APPROVAL

Preliminary plans, construction plans, and final plats for each phase of the Development shall be submitted for review and approved at staff level by the Town Administrative Officer pursuant to the provisions of Current Regulations. Furthermore, Town agrees that it shall review all preliminary plans and/or final plans within the time frames set forth in the Current Regulations, if any.

### E. FLEXIBILITY OF USES AND TRACTS

Notwithstanding anything to the contrary contained herein, the Conceptual Master Plan is not intended to be a rigid, exact site plan for future Development of the Property, but must maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters. Accordingly, the exact location of boundary lines between Development Parcels, the location and size of land uses indicated within the planned areas, and the preliminary design concepts for the Development Parcels and uses described in the Conceptual Master Plan shall be subject to change as phases of the Conceptual Master Plan are submitted for final plan review over the life of the Project, without requiring the need for a public hearing or amendment to this Agreement, and such minor modifications shall be processed at staff level; provided, however, that any modifications that increase overall the maximum densities or introduce new land uses not otherwise permitted under this Agreement and the Development Plan shall require an amendment to this Agreement.

**12. Facilities and Services.** Although the nature of this long-term project prevents the Developer from providing exact completion dates, the general phases of construction and Development are set forth in Section 15 and described on Exhibit C attached hereto and incorporated herein by reference. The Developer certifies that the following services and Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein, and as to roads, sewer, and water infrastructure, prior to final plat approval for the applicable phase of Development, as required pursuant to the Land Development Regulations. Subject to compliance with applicable Laws, all provisions of this Agreement, and prior approval of construction plans by the Town or other applicable governmental entity, the Town hereby authorizes the Developer, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Developer hereby assures the Town that adequate Facilities, constructed in accordance with plans, specifications, and designs approved by the Town, where applicable, shall be available concurrent with the phases of Development, and the Developer shall remain obligated to construct all

Facilities necessary for the various phases of Development unless the obligation to construct specific facilities has been expressly assigned to other parties pursuant to Section 27 hereof.

A. Rights-of-Way/Easement. The Developer may at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and the Current Regulations. Dedication of such Facilities to a governmental entity shall be done in accordance with Section 13.D hereof.

B. Water and Sewer. Currently, Moncks Corner Water Works/Public Works Commission (“MCWW”) is available to provide water and wastewater utilities to the Project; provided, however, Developer may elect for such services to be provided by Berkeley County Water and Sanitation Authority (“BCWSA”). At Developer’s election, the Town hereby agrees to use commercially reasonable efforts and cooperate with Developer to effectuate the provision of such services to the Project by BCWSA.

Notwithstanding whether BCWSA provides such services to the Project, Developer hereby agrees to make a one-time payment for water and sewer impact fees to Moncks Corner Water Works for each residential Lot in the Project. The amount of the water impact fee payable is One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) and the sewer impact fee is Two Thousand Two Hundred Dollars and 00/100 (\$2,200.00), for an aggregate sum of Three Thousand Seven Hundred Dollars and 00/100 (\$3,700.00) for each residential Lot in the Project (“Water and Sewer Fee”). The Water and Sewer Fee for a particular residential Lot shall be due and payable upon the Town’s issuance of a building permit with respect to such residential Lot and the above amounts shall be fixed for the Term of this Agreement (and any extensions thereof).

C. Stormwater. Stormwater facilities shall be maintained by the Developer; however, Developer has the right to assign such maintenance responsibilities to the Property Owners’ Association.

D. Acceptance of Facilities. Ownership and maintenance responsibility over the Facilities described in this Section 12 may be transferred by Developer to the Town, Berkeley County, SCDOT or another applicable governmental entity, as applicable, pursuant to the applicable provisions of the applicable governmental entities regulations and the applicable governmental entities determination to accept dedication thereof. Following any such transfer or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such Facilities.

### **13. Traffic Considerations**

A. Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Developer agrees to work with all appropriate planning agencies to assure said planning occurs, and the Town agrees to use best efforts to expedite any and all permits required, which shall not be unreasonably withheld.

B. Future Road Improvements. The Parties agree that in order to more effectively accommodate the vehicular traffic associated with the known development plans for the region, including the Project, additional road improvements shall be a top priority. Prior to approval of the preliminary plat for the first phase of Development upon the Property, a traffic impact analysis (“TIA”) with respect to the Project shall be prepared at the cost and expense of Developer. Such traffic improvements recommended in the TIA shall be completed by Developer at or prior to such time it is necessary to support the traffic generated by the Development of the Project, as more particularly set forth in the TIA. The TIA shall be updated with each phase of the Project prior to the approval of the preliminary plat or the site plan approval for the applicable phase.

C. Median Plantings. Developer agrees to contribute an amount not to exceed \$125,000 (the “**Landscaping Contribution**”) to the Town for the purposes of installing median planting improvements along US-Highway 52 as set forth in Section 10 of the Development Plan (“**Median Planting Improvements**”). The Landscaping Contribution shall be paid within thirty (30) days of receipt of written notification from the Town that it has obtained an encroachment permit to install the Median Planting Improvements; provided, however, in no event shall Developer be required to pay the Landscaping Contribution prior to final plat approval for the first Residential Phase of Development. The Town shall spend the Landscaping Contribution exclusively for Median Planting Improvements that are consistent with the Town’s US-Highway 52 Median planting design standards along the US-Highway 52 medians adjacent to the Project. The Town and Developer hereby acknowledge and agree that Developer is providing the Town the Landscaping Contribution for the purposes of paying the cost and expense incurred by the Town in completing the Median Planting Improvements, and that the Developer’s obligation with respect to any and all Median Planting Improvements as contemplated in Section 10 of the Development Plan are satisfied by the payment of the Landscaping Contribution.

D. Ownership of Road Improvements. The road improvements, described in Section 13(B) above shall be constructed in accordance with Berkeley County specifications and standards, and ownership and maintenance responsibility of those roads that are eligible for dedication to Berkeley County or SCDOT shall be transferred by the Developer to Berkeley County or SCDOT, as applicable, subject to proper dedication and acceptance by such governmental entity. Following any such dedication or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such road improvements.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an MPAO, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the MPAO has the sole responsibility for the maintenance of such facilities and the funding thereof.

#### **14. Recreational Facility Contribution; Recreation Impact Fee Credit.**

The Town and Developer have identified and agreed upon approximately one and 2/10 (1.2) acres of the Property, the general location of which is more particular shown on Section 5.3 of the Development Plan, that shall be utilized for recreational purposes as set forth in this Section 14. Developer shall design, permit, construct and complete, at no cost and expense to the Town, a recreational facility upon such site, which facility is currently anticipated to comprise a pickleball complex, which shall include a minimum of six pickleball courts (three of which shall be covered, as described as “Alternate 1” in figure 5-7 of the Development Plan), men’s and women’s restroom facilities, a covered shelter, and adequate parking (collectively, the “**Recreational Facility**”). Developer hereby agrees that the design and construction the Recreational Facility by Developer shall be in accordance with the standards set forth in Section 5.3 of the Development Plan. The Recreational Facility shall be completed by Developer, including receipt of certificate of occupancy, prior to final plat approval for the second Residential Phase of Development.

Following the issuance of a certificate of occupancy for the Recreational Facility, Developer will transfer and convey, at no costs or expense to the Town, the Recreational Facility to the Town. The conveyance of the Recreational Facility shall be subject to a covenant that the site only be used, operated and maintained by the Town for such recreational purposes and no other purposes; and further reserving unto Developer such easements, rights of way and encroachments as may be necessary for the further Development of the Project. The Town hereby agrees that the Recreational Site and all improvements thereon will accepted by the Town pursuant to the applicable provisions of the Town’s code of ordinances,

upon tender by the Developer, and following such conveyance, the Town will have ownership and maintenance responsibility of the Recreational Facility.

In consideration for the contribution of the Recreation Facility, the Town shall provide the Developer with a credit against Recreation Impact Fees (as further described herein, the “**Recreation Impact Fee Credit**”) imposed by the Town pursuant to the Town’s Impact Fee Program, as enacted by ordinance of the Town Council on April 15, 2025 (the “**Impact Fee Program**”), as such Recreation Impact Fees may be amended from time to time in accordance with the provisions of the Impact Fee Program and the South Carolina Development Impact Fee Act. The amount of the Recreation Impact Fee Credit shall be equal to the Developer’s total actual and documented expenditures for the construction and development of the Recreation Facility. Until such time as the Recreational Facility has been completed and dedicated to the Town in accordance with the foregoing paragraph, the Town shall collect the full amount of the Recreation Impact Fee in accordance with the Impact Fee Program. At such time as the Recreational Facility has been completed and dedicated to the Town, and the Developer has provided the Town with invoices, payment applications, or other documentation of the Developer’s actual expenditures for the Recreational Facility (“**Recreation Facility Completion Date**”), the amount of the Recreation Impact Fee Credit shall be confirmed in writing between the Town and the Developer and shall be allocated equally among the 316 planned residential Dwelling Units within the Residential Phases of Development within the Development. The Town shall reimburse the Developer for the amount of the Recreation Impact Fee Credit allocated to those residential Dwelling Units for which the Recreation Impact Fee has been previously paid prior to the Recreation Facility Completion Date, and shall reduce the amount of Recreation Impact Fee that it collects from the Developer for those residential Dwelling Units for which a Recreation Impact Fee is paid after Recreation Facility Completion Date. The Town shall pay the reimbursement of Recreation Impact Fees to the Developer within 30 days of the date on which the Town and the Developer certify in writing the total amount of the Recreation Impact Fee Credit. In no case shall the amount of the Recreation Impact Fee Credit exceed the total amount of Recreation Impact Fees to be collected among the 316 residential Dwelling Units with the Development, and in such event, the amount of the Recreation Impact Fee Credit shall be reduced to such amount.

#### 15. **Schedule for Project Development.**

A. **Commencement Date.** The Project will be deemed to commence Development upon the execution and adoption of this Agreement.

B. **Commercial Development; Withholding of Residential Building Permits.** The Town and the Developer hereby agree that the Town may withhold issuance of up to fifty percent (50%) of the building permits for the total three hundred sixteen (316) residential Dwelling Units permitted upon the Property pursuant to this Agreement (“**Total Residential Building Permits**”) subject to following withholding and phasing schedule:

(i) **Initial Withholding Pending Commercial Site Plan Approval.** The Town may withhold issuance of up to twenty-five percent (25%) of the Total Residential Building Permits for the Property until such time that one or more site plan(s) totaling the sum of at least fifty thousand (50,000) square-feet of the Commercial Phase of the Development have been approved by the Town.

(ii) **Final Withhold Pending Commercial Building Permit Issuance.** The Town may withhold issuance of up to an additional twenty-five percent (25%) of the Total Residential Building Permits for the Property until such time that one or more building permit(s) authorizing construction for the sum of at least fifty thousand (50,000) square-feet of the Commercial Phase of the Development have been issued by the Town.

Upon satisfaction of the applicable thresholds in subsections (i) and (ii) above, the Town shall release the corresponding number of withheld Total Residential Building Permits, which may thereafter be issued in accordance with the applicable provisions of the Current Regulations. In addition, the Town hereby agrees to cooperate with the Developer in good faith to facilitate timely approvals of all applications, plans, permits and other submittals relating to the Commercial Phase of the Development provided that such submittals are consistent with this Agreement and the Current Regulations.

C. Interim Completion Date. The Developer projects that the Property will be developed in accordance with the Development Schedule, attached hereto as **Exhibit C**, or as amended by Developer in the future to reflect actual market absorption. Pursuant to the Act, the failure of Developer to meet the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement.

D. Completion Date. The Developer anticipates that the Project should be substantially completed (*i.e.*, all sites erected built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) no later than five (5) years following the Effective Date hereof.

**16. Term of the Agreement.** The term of this Agreement shall be for a period of five (5) years (“**Term**”), commencing on the Effective Date hereof and shall expire on the fifth (5<sup>th</sup>) anniversary of the Effective Date (the “**Expiration Date**”).

**17. Amending or Canceling the Agreement.** Subject to the provisions of S.C. Code Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of S.C. Code Section 6-31-10, *et seq.* Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires an amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town.

**18. Modifying or Suspending the Agreement.** The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

**19. Periodic Review.** The Town Administrator or their designee of the Town shall review the Project and this Agreement at least once every twelve (12) months, at which time the Developer shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the Town finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time, which Town agrees shall be at least thirty (30) days, in which to cure the material breach.

If the Developer fails to cure any material breach within the time given, then the Town unilaterally may terminate or modify this Agreement; provided, that the Town has first given the Developer the opportunity within the time given: (1) to rebut the Town's findings and determinations; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

**20. Severability.** Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

**21. Merger.** This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Developer shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.

**22. Conflicts of Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina and the United States.

**23. Remedies.** Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Developer shall not forfeit its right to just compensation for any violation by the Town of Developer's Fifth Amendment rights. The Town will look solely to the Developer as to any rights it may have against the Developer under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Developer, and further agrees that no limited partner, member or agent of the Developer has any personal liability under this Agreement. Likewise, Developer agrees to look solely to the Town as to any rights it may have against the Town under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, its Town Council members, agencies, boards, or commissions.

Notwithstanding anything to the contrary contained herein, in the event of a conveyance of all or a portion of the Real Property and execution of an Assignment as set forth in Section 27 below where more than one person or entities constitute a "Developer" under this Agreement, a breach or default by a Developer under this Agreement shall not constitute a breach or default by any other non-breaching Developer, nor shall any such breach or default by a Developer impair or diminish the rights of any non-defaulting Developer.

**24. Recording.** Within fourteen (14) days after execution of this Agreement, the Developer shall record the agreement with Berkeley County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

**25. Third Parties.** Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

**26. Town Approval of Agreement.** The Town Council has approved the Project under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Development Agreement.

## 27. Successors and Assigns.

A. Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or Development of any portion of the Real Property or the Project. Except for the purchasers of Lots containing Dwelling Units within single-family residential subdivisions within the Development, a purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Developer's obligations hereunder as to the portion or portions of the Real Property so transferred upon the execution, recording, and delivery to the Town of an Assignment (as defined herein). Assignees of Development Parcels shall be required to execute a written acknowledgment accepting and agreeing to the Developer's obligations in this Agreement (an "Assignment"), said Assignment to be in recordable form and provided to the Town at the time of the recording of any deed transferring a Development Parcel. To the extent that an assignee is responsible for the construction or installation of Facilities that are to be located outside of the applicable Development Parcel that the Developer is otherwise obligated to construct or install under this Agreement, the Assignment shall specify the Facilities for which the assignee shall be responsible. Upon delivery of such Assignment, Developer shall be released of any further liability or obligation with respect to said portion of the Property conveyed and any other liability or obligation specified in such Assignment. This paragraph shall not be construed to prevent Developer from obtaining indemnification of liability to the Town from third parties; provided, however, no such indemnification shall relieve the Property Owner of liability or obligations hereunder. Further, Developer shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in residential areas which have been platted and approved in accordance with the terms of this Agreement. Developer shall be released from obligations with respect to Lots within the Development upon the sale thereof.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members change.

B. Transfer of Project. Developer shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Developer intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes, or accepts all or a portion of the liabilities and obligations of, the "Developer" under and within the meaning of this Agreement, Developer shall notify the Town by written notice and provide it a copy of the Assignment of such status as the "Developer."

(ii) Transfer of Facility and Service Obligations. If the Developer transfers any portion of the Real Property on which the Developer is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Developer shall be required to obtain an Assignment from purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Developer shall record such Assignment and provide a copy of such Assignment to the Town.

(iii) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the density unit totals and size limits set forth herein to third party developers shall, by contract and covenant running with the land, assign a precise number of Dwelling Units, and/or commercial square footage, in reduction of the maximum Dwelling Units, and/or vested commercial square footage provided for herein.

(iv) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Developer.

C. Release of Developer. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, including the delivery of an Assignment to the Town, the Developer shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Real Property so transferred.

D. Estoppel Certificate. Upon request in writing from an assignee or the Developer to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate (the "Certificate") in recordable form that solely with respond to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Developer or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property for which the Town Administrator, Town Community Development Director, or other Town department head has actual knowledge thereof, except as otherwise described in the Certificate.

Provided that such request is delivered in the same manner as other notices hereunder pursuant to Section 28(G) hereof, if the Town does not respond to such request within thirty (30) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Developer, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

## **28. General Terms and Conditions.**

A. Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibit B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

B. Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare,

including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

C. Mutual Releases. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement; whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys, consultants, hereby releases the Town and the Town's council members, officials, employees, agents, attorneys and consultants, and the Town, on behalf of itself and the Town's council members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

D. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the Town by making any promise or representation contained herein. Any amendments are subject to Section 17 herein.

E. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

F. Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified herein.

G. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Moncks Corner  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

With copies to:

Moncks Corner Town Administrator  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

To the Developer:

Dream Finders Homes, LLC  
1510 N Highway 17  
Charleston, South Carolina 29464  
Attn: Michael Condon

With Copy to:

Maynard Nexsen PC  
205 King Street, Suite 400  
Charleston, SC 29401  
Attn: Nicole Scott

H. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

I. Agreement to Cooperate. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, this is not to be construed as a waiver of attorney-client privilege or the right of the Town to determine the manner or extent to which the Town may defend such action or incur any expense in defending such action so long as such defense does not relieve the Town of any obligations or conflict with any rights of Developer under this Agreement.

J. Approvals. For any approval required to be given by a party or their successors and/or assigns, such approval shall not be unreasonably withheld.

K. Hierarchy of Documents. In the event of a conflict among the documents, the hierarchy of governing documents shall be: (1) this Agreement; (2) The Development Plan; (3) the Current Regulations; and (4) other applicable statutes, ordinances, and regulations governing Development and uses for the Property in effect as of the Effective Date hereof. In the event of an omission, the Current Regulations shall govern. To the extent of ambiguity, the parties shall attempt to review same consistent with the terms of this Agreement, the Development Plan and the Current Regulations.

**29. Statement of Required Provisions.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to S.C. Code Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under S.C. Code Section 6-31-60 (A) for the required items:

A. Legal Description of Property and Legal and Equitable Owners. The legal description of the Property is set forth in Exhibit A attached hereto. The present legal owners of the Property are (i) John P. Morgan, Jr., as Trustee of the John Philip Morgan Jr. Trust dated March 29, 2007, (ii) the First Christian Church of Moncks Corner, a South Carolina Eleemosynary Corporation, (iii) Carol Flarisee, (iv) Adeline Adelaide Callum, and (v) Issac M. Reid. The Developer, Dream Finders Homes, LLC, has an equitable interest in the Property by virtue of certain Agreements for the Purchase and Sale of Real Property, entered into by and between the Property Owners and Developer. In total, The Real Property currently consists of approximately eighty-nine and 78/100 (89.78) acres of highland and approximately six and 23/100 (6.23) acres of wetlands, with a total gross acreage of approximately aggregate of approximately ninety-six and 01/10 (96.01) acres of land.

B. Duration of Agreement. The duration of this Agreement shall be as provided in Section 16 hereof.

C. Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Current Regulations, as supplemented by this Agreement.

D. Required Public Facilities. The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Current Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

E. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. All requirements relating to land transfers for public facilities are set forth in Section 14 above. The Current Regulations, which are incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant state and federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

F. Local Development Permits. The development standards for the Property shall be as set forth in the Current Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Current Regulations, as supplemented by this Agreement. Building permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

G. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Current Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the Town, which include the Zoning Ordinance and the Land Development Regulations, as defined herein.

H. Terms for Public Health, Safety and Welfare. Town Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Current Regulations and existing laws.

I. Historical Structures. Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development.

J. Recording. This Development Agreement shall be recorded in the public records of Berkeley County, South Carolina, in accordance with statutory requirements of the Act.

[Separate Signature Pages Follow]

**\*\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*\***

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

Witnesses:

TOWN OF MONCKS CORNER, SOUTH CAROLINA

\_\_\_\_\_  
Witness No. 1

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
Witness No. 2

Attest: \_\_\_\_\_  
\_\_\_\_\_, Clerk of Council

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, Mayor of the Town of Moncks Corner, South Carolina, and \_\_\_\_\_, the Clerk of Council, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the Town of Moncks Corner, South Carolina, who acknowledged the due execution of the foregoing document.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties on the day and year first above written.

Witnesses:

**DREAM FINDERS HOMES, LLC**, a Florida limited liability company

\_\_\_\_\_  
*Witness No. 1*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
*Witness No. 2*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for the state of \_\_\_\_\_, do hereby certify that Dream Finders Homes, LLC, a Florida limited liability company, by \_\_\_\_\_, its \_\_\_\_\_, who is personally known to me, or was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument appeared before this day, and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Development Agreement Ordinance
- Exhibit E: Town of Moncks Corner Zoning Ordinance
- Exhibit F: Land Development Regulations
- Exhibit G: PD Development Plan

**EXHIBIT A****LEGAL DESCRIPTION**

ALL THAT CERTAIN PIECE, parcel or tract of land, situate, lying and being in 2nd St. Johns Parish, County of Berkeley, State of South Carolina, MEASURING AND CONTAINING Twenty-nine (29.0) acres, more or less, and BUTTING AND BOUNDING as follows, to wit: On the North by the right-of-way of a dirt road leading to U.S. Highway 52 in part and by lands of Janie and Natalie Gethers in part; on the East by lands of the Heirs of Gibby Simmons, on the South by Tact "A" as shown on a plat hereinafter referred; and on the West by lands of Leone P. Green in part and Mary Simmons in part. Said tract of land is shown and designated as Tract "B" on a plat entitled PLAT OF LAND "A", "B", AND "C" SURVEYED AT THE REQUEST OF ADELINE ADELAIDE CALLUM, SUB-DIVIDED AS SHOWN" prepared by Cleatwood E. Droze, R.L.S., and J. Hugh Campbell, Jr., R.L.S., dated July 8, 1980, revised September 10, 1989, and further revised December 18, 1989, a copy of which is recorded in the R.M.C. Office for Berkeley County and to which reference is hereby craved for a more complete and accurate description of the tract of land.

TMS No.: 162-00-01-029

– ALSO –

ALL THAT CERTAIN LOT, piece, or parcel of land, situate, lying and being in Berkeley County, South Carolina, near the town of Moncks Comer, designated as **Tract No. 14** on a plat by J. Philip Morgan, RLS, dated February 3, 1949, made for the Estate of November Reid (spelled incorrectly on said plat as Read), the said Tract No. 14 consisting of **twenty (20) acres** more or less, measuring and containing on the North and South lines one thousand fifty (1050') feet, and on the east line eight hundred twenty six (826") feet, and on the west line eight hundred forty five (845') feet. Butting and bounding as follows: On the North by a three (3) acre tract designated as Tract No. 13 on said plat, on the East by lands of Nero Small; on the south by Oak Hill Plantation; and on the West by lands of Georgia Glover and Caroline Poinsett. For a more complete description of the size, shape, and dimensions of the said Tract No. 14, reference is made to said plat by J. Philip Morgan.

TMS No.: 162-02-00-017

– ALSO –

ALL THAT PIECE, parcel or tract of land, lying and being in 1<sup>st</sup> St. John's Parish, County of Berkeley, State of South Carolina, containing Five (5) acres more or less, Bounded on the West by lands of Alice Read and Jack Ferguson, on the East by lands formerly owned by Smalls, on the South by lands of November Read and on the West by lands of August Read; SAVING AND EXCEPTING from the general description above a 2.01 acre parcel acquired by the South Carolina Highway Department in a condemnation proceeding in File 8-431, Project No. F-071-1 (54) Tract No. 23-E and a one (1) acre lot conveyed to Henry L. Simmons et al by deed of Mary Simmons Gethers dated October 26, 1970 and found of record in the Office of the Register of Deeds for Berkeley County in Book A 216 at Page 165.

TMS No.: 162-02-00-019

– ALSO –

ALL THAT CERTAIN PIECE, parcel or lot of land, situate, lying and being in First St. Johns Parish, County of Berkeley, State of South Carolina, MEASURING AND CONTAINING **One (1) Acre** more or less, tract of land being shown on plat entitled "Plat of 1.0 acre, Land Owned by Mary Simmons, to be

conveyed to Henry Simmons, near Moncks Comer, Berkeley County, S.C.," prepared by Bobby M. Long, R.L.S., dated September 22, 1970, a copy of which is recorded in the ROD Office for Berkeley County in Plat Book "U", at Page 89, reference to which is hereby craved for a more accurate and complete description of said tract of land, BUTTING AND BOUNDING as follows, to wit:

**NORTH:** By lands of Edith Montgomery, lands of Leslie B. Dyches & Minnie F. Dyches as Trustees;  
**EAST:** By lands of Carol Flarisee;  
**SOUTH:** By lands of Carol Flarisee;  
**WEST:** By Hwy 52.

TMS No.: 162-02-00-020

**EXHIBIT B**  
**BOUNDARY PLAT**

*[To be inserted prior to execution]*

**EXHIBIT C****DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the Term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Developer as the development evolves over the term; provided, however, the parties acknowledge that the Recreation Facility shall be completed prior to the final plat approval for the second Residential Phase of Development pursuant to Sections 14 of this Agreement, and the Town's issuance of the Total Number of Residential Building Permits shall subject to withholding provisions established in Section 15(B) of this Agreement:

	<b>Residential</b>	<b>Commercial</b>
<b>2026</b>	-	-
<b>2027</b>	-	-
<b>2028</b>	102 Dwelling Units	-
<b>2029</b>	62 Dwelling Units	<i>(estimated site plan approval)</i>
<b>2030</b>	54 Dwelling Units	50,000 square feet
<b>2031</b>	98 Dwelling Units	-
<b>TOTAL:</b>	<b>316 Dwelling Units</b>	<b>50,000 square feet</b>

This Development Schedule is for planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner in the future, shall not be considered a material amendment or breach of the Agreement, subject to the requirements of Sections 14 and 15(B) of this Agreement concerning the Recreation Facility and the Commercial Phase of Development, respectively.

**EXHIBIT D**

**DEVELOPMENT AGREEMENT ORDINANCE**

*[To be inserted prior to execution]*

**EXHIBIT E**

**TOWN OF MONCK'S CORNER ZONING ORDINANCE**

*[To be inserted prior to execution]*

**EXHIBIT F**

**LAND DEVELOPMENT REGULATIONS**

*[To be inserted prior to execution]*

**EXHIBIT G**

**PD DEVELOPMENT PLAN**

*[To be inserted prior to execution]*

**1AN ORDINANCE TO AMEND ARTICLE 7, SECTION 13, OF THE MONCK'S CORNER ZONING ORDINANCE**

**WHEREAS**, the Mayor and Town Council finds adoption of this ordinance to be in the public's best interest as it will amend the Zoning Ordinance of the Town of Moncks Corner in order to address changing community needs, address deficiencies and ambiguities in the Zoning Ordinance, and promote public health, safety, and well-being; and

**WHEREAS**, the attached text amendments and additions to the Town of Moncks Corner Zoning Ordinance have been proposed.

**Section 1.** The Town of Moncks Corner – Zoning Ordinance is amended as set forth in the attached Exhibit A. Exhibit A is incorporated as if fully set forth herein. The attached proposed amendment shows deletions with a ~~striethrough~~ and additions with an underline text.

**Section 2.** All provisions of any town ordinance or resolution in conflict with this ordinance are repealed. Any additional changes to the Zoning Ordinance that are editorial in nature, such as numbering and lettering, are authorized to be made by the Zoning Administrator as needed.

**Section 3.** This ordinance shall become effective upon adoption

**BE IT FURTHER ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 21st day of April, 2026, that the Ordinance of the Town of Moncks Corner is amended.

**DONE IN COUNCIL ASSEMBLED this 21st day of April, 2026.**

**FIRST READING:** March 17, 2026

**SECOND READING AND PUBLIC HEARING:** April 21, 2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved As To Form:

\_\_\_\_\_

\_\_\_\_\_  
James E. Brogdon, Jr., Town Attorney

\_\_\_\_\_

## EXHIBIT A

### SECTION 7-13 – ARCHITECTURAL STANDARDS

**1. Purpose.** ~~Purpose~~ ~~The Town of Moncks Corner seeks to~~ ~~To~~ promote architectural design which is harmonious with adjacent structures and sensitive to the natural environment. No single architectural style will be mandated within Moncks Corner. ~~However, the reliance on or use of a standardized “corporate or franchise” style is strongly discouraged, unless it can be shown to the Town administrations’ satisfaction that such style meets the objectives noted below. Strongly thematic architectural styles associated with some chain restaurants, gas stations, big box, and service stores are discouraged and, if utilized, will be recommended to be modified to be compatible with the Town’s design objectives.~~ The primary purpose of this policy statement is to achieve the following goals:

Commented [JW1]: Moved to Section 3

- a. Enhance and protect the Moncks Corner quality of life and community image through agreed upon architectural design objectives; ~~and protect~~
- b. ~~Protect~~ and promote long-term economic vitality through architectural design objectives which encourage high quality development, while discouraging less attractive and less enduring alternatives.

**2. Design Objectives Applicability.** The following architectural design objectives are intended to apply to all nonresidential, attached and multi-family residential development ~~within the Town~~. New building construction shall provide a sense of permanence and timelessness. High quality construction and materials should be used to ensure that buildings will not look dated or worn down over time, nor require excessive maintenance:

**3. Architectural Design.** ~~Strongly thematic architectural styles associated with retail, restaurants or other commercial uses are discouraged and shall be modified to be compatible with the Town’s design objectives. The reliance on or use of a standardized “corporate or franchise” style is prohibited, and new structures shall be designed to~~

accent, blend with, or complement newer surrounding structures, complimenting the Town's unique and low country aesthetics.

a. **Roof Design.** For low-rise retail, office, and multi-family residential buildings utilizing pitched roof designs, architectural asphalt shingles or standing-seam metal panels shall be used. Flat roofs shall be avoided to the best extent practical.

**4. Exterior Building Materials.** High quality construction and materials should be used to ensure that buildings will not look dated or worn down over time, nor require excessive maintenance.

a. ~~Exterior building materials should~~ **Generally. Shall** be aesthetically pleasing and compatible with materials and colors of nearby structures. Predominant exterior building facade materials shall consist of high quality, durable products, including but not limited to cementitious siding (i.e. HardiePlank), brick, sandstone, fieldstone, decorative concrete masonry units, wood, and glass. ~~External Insulation Finished Systems (E.I.F.S.) material shall be utilized only on the building trim and~~ **accent areas.**

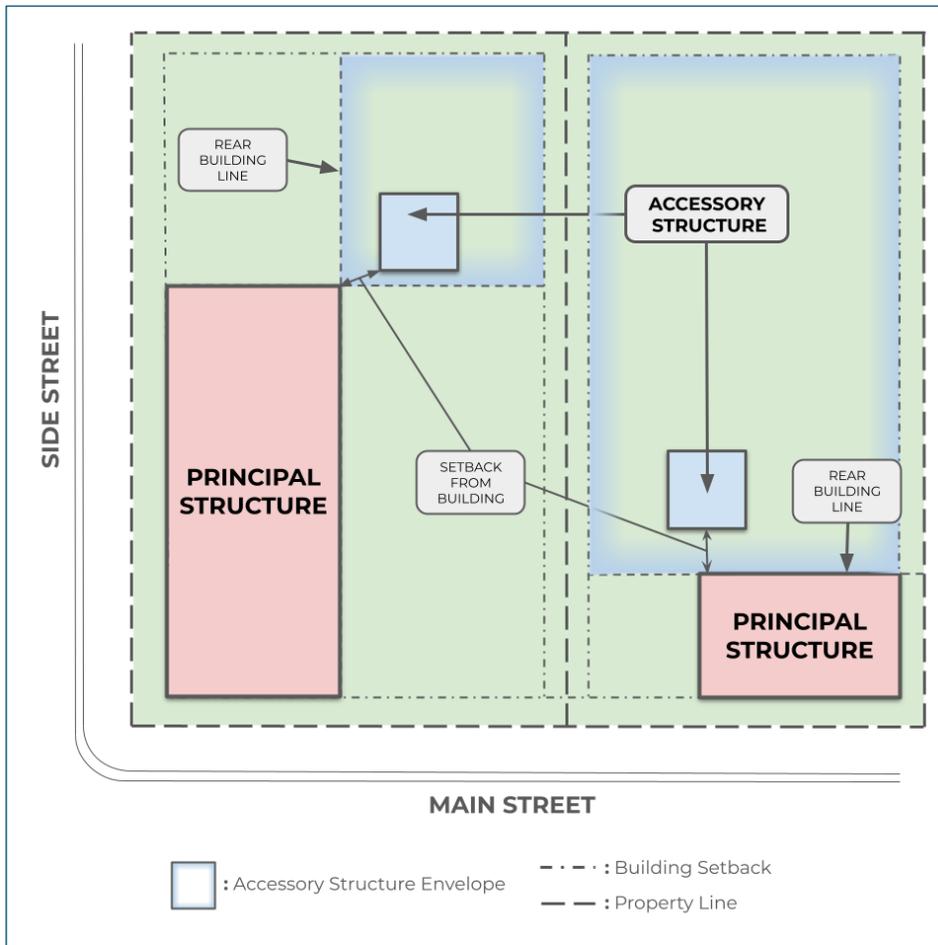
b. **Metal Exteriors.** Any structure that utilizes a metal exterior on any facade of the building is subject to the following standards. Metal exteriors are not permitted unless otherwise permitted below:

1. ~~Architectural Style. used~~ **Used** as an architectural style, such as modern steel and glass architecture, ~~and approved by the Zoning Administrator.~~

2. **Industrial Structures.** ~~Metal warehouse-type architecture shall not be permitted~~ **except** For buildings or structures constructed within in the any Industrial ~~Zones~~ zoning district.

3. **Accessory Structures.** Shall be subordinate and secondary to the principal building and use of the parcel.

a. **Location.** Shall be located behind rear building line of principal structure, as determined by street frontage. For corner lots, the accessory structure shall be behind all rear building lines for facades fronting a street.



**b. Individual Accessory Structures.** May be up to 20% of the principal structure(s) gross floor area, not to exceed 1,500 ft<sup>2</sup>.

**c. Collectively.** Total allowance of all metal exterior structures on a parcel shall not exceed 20% of the total square foot of the principal structure(s).

~~External Insulation Finished Systems (E.I.F.S.) material shall be utilized only on the building trim and accent areas.~~

Commented [JW2]: Moved to Section 4.A

**5. Building Colors.** Building colors ~~should~~ shall accent, blend with, or complement surroundings. Façade colors ~~are recommended to~~ shall be neutral or earth tone colors, ~~which are~~ low reflectance, and subtle, ~~and neutral~~ (e.g., grays, greens, burgundies, browns, and tans). ~~The coloring of all materials should be integral to the product and not painted on the surface of said product.~~ The use of high intensity colors, metallic colors, black or fluorescent colors is ~~discouraged~~ prohibited. ~~Primary-Black or primary~~ colors are requested to be reserved for trim and accent areas.

**3-6. Building Lighting.** Exposed neon tubing, LEDs, marquee lights or other bright lighting used for the purpose of attracting attention is ~~not an acceptable feature~~ prohibited on buildings or windows facing the exterior. This does not prevent the use of lighting as an accent (such as goose neck lamps with white lights lighting the roofline) or the use of interior-lit signage. ~~Pitched roof designs are highly recommended for low-rise retail, office, and multi-family residential buildings utilizing architectural asphalt shingles or standing-seam metal panels. Flat roofs are not encouraged.~~

Commented [JW3]: Moved to Section 3.A.

## **7. Development Types.**

**a. Large Retail.** Described as strip malls, big box stores, and shopping centers;

~~—In the case of strip malls, big box stores, and shopping centers; such~~

~~buildings~~ Buildings shall provide elevations which reflect this objective through variations in facade setback and parapet wall presentations. Roof colors are requested to be muted and compatible with the dominant building color; long blank walls on retail buildings are to be avoided through the use of foundation landscaping and architectural details and features.

~~a. Large-scale retail buildings are encouraged to~~ **Elevation Variations.**

~~i. Width variations shall be provided to reduce scale and avoid large, flat walls. This may be achieved with architectural elements and unit offsets of at least two (2) feet. Variations shall be provided at a reasonable intervals along the front façade as oriented with primary entrances, and any façade over one hundred (100) feet in length.~~

ii. ~~Height have height~~ variations shall be provided to reduce scale and give the appearance of distinct elements. ~~This may be achieved with architectural elements and roof line offsets of at least two (2) feet in height.; and lastly, roof~~

iii. ~~Roof~~ top mechanical installations shall be appropriately screened so as to block the view from adjacent public and private streets and properties. Such screening shall match or compliment the overall theme of the building.

~~—Signs: Signs provide important functions of both advertising and navigation by motorists and pedestrians. However, signs often dominate a site and can be counterproductive to the primary function of directing patrons. Through careful and well-planned site design, signs should be designed with the following elements in mind:~~

~~1.—Compatible with their surroundings in terms of size, shape, color, texture, and lighting and not promote visual competition with other signs along the corridor.~~

~~2.—Architecturally integrated with the site's primary building(s).~~

~~3.—Located such that they do not restrict sight distances of pedestrians or motorists, especially at driveways and intersections.~~

~~4.—Limit the number necessary to direct patrons throughout the site. Discourage the use of pote, pylon, and temporary signs.~~

~~5.—Limited to necessary information, regardless of the size permitted by the sign ordinance. Repetitive information shall not be permitted, such as dual signs on corner building when one sign is highly visible from the intersection.~~

**4.8. Interpretation.** It shall be the duty of ~~Zoning Administrator, Building Official, and the Community Development Director~~~~Town Administrator~~ to determine whether any specific request shall be considered in accordance with the Architectural Standards. Any party who disagrees with the decision regarding the Architectural Standards may appeal the decision to the Board of Zoning Appeals.



## STAFF REPORT

**TO:** Town Council  
**FROM:** Justin Westbrook, Community Development Director  
**SUBJECT:** Text Amendment (TA-25-01) – Architectural Standards  
**DATE:** March 17, 2026

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**Background:** Staff is proposing a **Text Amendment** to the Zoning Ordinance, specifically standards that apply to non-residential architecture and design. The current standards, found in Section 7-13, outline allowances and prohibitions for various non-residential building aesthetics, such as colors, exterior materials, lighting, and the like.

**Existing Ordinance:** In April 2022, Town Council adopted various amendments to many chapters of the Zoning Ordinance. Of the many proposed changes, a newly adopted standard was the prohibition on non-residential buildings to use metal exteriors. There were a few exceptions to this standard, such as buildings in industrial zoning districts as well as when metal is used as an “architectural style” as defined by the Zoning Administrator, and further clarified as “modern steel and glass architecture”. In Staff’s opinion the entire section concerning Architectural Standards is cumbersome and lacks any clear direction regarding design and aesthetics for our non-residential built environment.

**Proposed Ordinance:** Staff had discussions with several non-residential uses regarding the prohibition of metal-sided exteriors for accessory structures. Therefore, Staff brought a proposed **Text Amendment** to the Town Council for consideration at their February 17th meeting. The proposal at that time was surgical, and attempted to address the concerns over prohibiting metal-sided exteriors by drafting language to provide additional exempt situation. Staff’s initial proposed amendment looked to allow metal-sided buildings, for accessory structures under 1,500 ft<sup>2</sup>. This would be limited to structures that are clearly incidental to a principal use and must be located on the same lot as a principal building.

At the February 17th Town Council meeting, Staff heard from the Council regarding the proposal and was directed to further investigate the impacts, wording and potential addendums to the proposal. Staff received several comments from Town Council members following that meeting to help safeguard the proposal from unintended effects while still allowing non-residential uses the flexibility and cost savings of utilizing metal-sided exterior accessory structures.

Therefore, Staff has revised the proposal to address two concerns; first to further focus the intended metal-sided exterior for accessory structures, and second to reorganize Section 7-13 in a logical and easier to digest model, adding minor language adjustments to ensure continued non-residential development in the Town adheres to higher building design for larger, more nationally-based non-residential development.

The focused metal-sided exterior standard continues to be an exemption for accessory non-residential structures only. At the suggestion of Town Council, Staff has also added the following caveats and changes to the initial proposal.

- Metal-side exterior accessory structures are allowed up to 20% of the principal structures square footage, not to exceed 1,500 ft<sup>2</sup>. This will ensure a metal-side exterior accessory structure does not dominate the built environment and is corresponding in size to the principal structure it serves.
- Such structures shall meet new setbacks requirements, to be placed behind the rear building line of the principal structures they serve. This ensures visibility of metal-sided exteriors is limited and non-intrusive.

In addition to the reorganization of the section, Staff also adjusted the language to be more regulatory and less suggestive.

- The reliance of standardized “corporate or franchise” architecture is now prohibited, instead of strongly discouraged. This ensures future development of corporate and franchise commercial buildings is unique to the Lowcountry’s Hometown, and establishing a sense of place and community.
- Building colors are now required to accent, blend with and compliment the surrounding area, what colors to be neutral and earth tone, instead of the suggestive language asking for consideration by the developer.
- Lighting of a building for the purposes of attention is now prohibited, ensure LED rope lighting around windows and doors synonymous with vape and tobacco stores is not allowed. Previously it “wasn’t acceptable” with no clear prohibition.
- Elevation variations are now required to prohibit large, blank walls, avoiding the appearance of “big box stores” and providing depth and uniqueness to our commercial built environment. Staff has utilized similar language with townhomes, to break up the barrack style of architecture.

Staff feels, with the guidance Town Council has already provided and changes proposed, these changes will strengthen the Town’s development standards, while still allowing flexibility to small scale commercial and non-residential uses.

As with any dimensional standard, the size of metal-sided accessory structures may be modified through either an **Administrative Variance** or a **Variance** granted by the **Board of Zoning Appeals**. **Administrative Variances** are reviewed and approved at the staff level and may allow a deviation of up to 10 percent from the applicable standard. Alternatively, a **Variance** may be requested through **the Board of Zoning Appeals**, which has the authority to establish, and exceed the maximum square footage at its discretion. Neither an **Administrative Variance** nor a **Variance** granted by the **Board of Zoning Appeals** requires approval from **Town Council**, and should a **Variance** be approved it will exceed the standard set forth by this proposed **Text Amendment**

**Consistency with Plans:** Adopted in 2024 as part of the Town’s Comprehensive Plan, the adopted guidance for the Town does not specifically mention building design or architectural styles when speaking to the ten (10) Goals and various implementation strategies outlines in the Detail Action Plan. However, throughout the Comprehensive Plan, there are many mentions of the importance of building design and architectural style as it pertains to preserving Moncks Corner’s charm and character. When the plan mentions future impacts on community character, the Comprehensive Plan states:

*“As indicated through the Public Survey, 63% of respondents were either concerned or very concerned about the diminishing community character... encouraging high-quality new and infill development and a rigorous amendment to the existing design guidelines would be additional potential first steps that would apply town-wide.”*

As part of a required section of any South Carolina mandated municipal comprehensive plan, the Town’s Comprehensive Plan expands upon the Town’s Economic Development and Affordability. Within this section, the Town has identified that there is a need to address blight and dilapidated buildings as they have negative impact on “the value of land and quality of life”, and that this can lead to “decreasing desirability, safety, welcomeness, and community character”. In an effort to enhance and bolster the Town’s economic development, the plan suggests that;

*“Implementing strict design guidelines for new, infill, and redevelopment opportunities would ensure compatibility between the new and existing structures and maintain a consistent character and aesthetic.”*

**Procedural Issues:** As part of any Text Amendment, the request may be initiated by a motion of the Planning Commission, motion of the Town Council or by the Zoning Administrator. In this case, the requested **Text Amendment** was initiated by the Zoning Administrator after discussion and research regarding the Architectural Standards and the impacts any changes would cause on existing and future parcels, as well as the neighborhood and immediate community around these parcels.

**Planning Commission Recommendation:** The Planning Commission heard the request at their January 27th meeting. The Commission voted unanimously in favor of recommending APPROVAL of the requested **Text Amendment**.

*Attachments: DRAFT – Zoning Ordinance v2 (Section 7-13)*