



Agenda

Fountain Inn, South Carolina FORMAL MEETING OF CITY COUNCIL

Thursday, May 11, 2023

**Judicial Building, Council Chambers
300 Wall Street Fountain Inn, SC**

**Citizens may access the meeting at the following YouTube address:
<https://www.youtube.com/channel/UC6JiYlrM1NUcM8Ea8BLXCfA>**

Thursday, May 11, 2023 - 6:00 PM

1. Call to Order - Mayor McLeer
2. Invocation and Pledge of Allegiance
3. Presentations
 - a. Recognition of Dr. Borkosky, Veterinarian for the City of Fountain Inn Police Department and Fire Department.
4. Public Forum - Persons wishing to speak may signup 15 minutes prior to the meeting. Signups will be on a first-come, first-served basis. Your remarks will be limited to 3 minutes.
5. Consent Agenda - There will be no discussion of Consent Agenda items unless a Councilmember requests in which event the item in question will be considered separately.
 - a. Approval of Minutes from April 13, 2023 Regular Council Meeting
6. City Administrator's Report - Shawn M. Bell
 - a. April Department Reports
7. Unfinished Business
 - a. Second and final Reading of Ordinance Z 2023-2, An Ordinance to amend the official zoning map of the City, for the purpose of changing the

Zoning classification of the property described in this ordinance (Nash Street).

- b. Second and final Reading of Ordinance Z 2023-3 to Amend the Official Zoning Map of the City for the Purpose of Changing the Zoning Classification of the Property Described in this Ordinance (Fountainside Trail located at Speedway Drive).
- c. Second and final Reading of Ordinance 2023-2 Authorizing and Directing the City of Fountain Inn, South Carolina to enter into an intergovernmental agreement relating to South Carolina Local Revenue Services; to participate in one or more Local Revenue Service programs; to execute and deliver one or more participant program supplements; and other matters relating thereto.
- d. Second and final Reading of Ordinance 2023-3, Amending Chapter 11, Article II, Section 11-42 of the City Code to provide for a franchise fee for cable service providers; and providing for other related matters.
- e. Approval of Ordinance Z 2022-010, Planned Development Major Change

8. New Business

- a. Request for approval of a license agreement between PBRT2 Investments, LLC, a South Carolina limited liability company (the "Licensor") and the City of Fountain Inn, South Carolina (the "Licensee").
- b. Request for approval to Initiate a Text Amendment of Dimensional Requirements to the Fountain Inn Zoning Ordinance.

9. Appointment

- a. Request for approval of the appointment for the Director of Community Relations, Martin Lane

10. Executive Session

- a. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging the location or expansion of industries or other businesses in the area served by the City concerning Project Grind.

11. Adjourn



**MINUTES
FORMAL MEETING OF CITY COUNCIL
April 13, 2023**

Judicial Building, Council Chambers
300 Wall Street, Fountain Inn, South Carolina

Citizens may access the meeting at the following YouTube address:
<https://www.youtube.com/channel/UC6JiyIrM1NUcM8Ea8BLXCfA>

1. Call to Order- Mayor McLeer

Mayor McLeer called the meeting to order at 6pm.

The following members of City Council were in attendance: GP McLeer, Jay Thomason, Joey Garrett, Phil Clemmer, Mack Blackstone, and John Don arrived at 6:04 p.m.

The following staff members were in attendance: Chief Alexander, Chief Hamilton, Lisa Mann, Russell Slatton, Naomi Reed, and Elizabeth Adams.

2. Invocation and Pledge of Allegiance

Invocation by Councilman Blackstone.

3. Special Recognition

a. Officer Billy Hamby- Life Saving Award

Chief Hamilton presented officer Hamby with an award for saving a child's life while off duty on March 6, 2023 at the China Hhbach Restaurant. Mr. Mason Lang choked on a piece of steak and, fortunately, Officer Hamby quickly reacted and saved his life.

4. Introduce New Employees

a. Lisa Mann, Planning and Development Manager

Naomi Reed introduced Lisa Mann as our Planning and Development Manager.

b. Phil Challinor- Fire Marshal/Training Officer

Chief Alexander introduced Phil Challinor as our new Fire Marshal and Training Officer.

5. Appointment for Election Commission

a. Stephan Thomas

Motion by Councilmember Thomason, seconded by Councilmember Garrett to appoint Stephan Thomas to the Election Commission for a six year term.

The motion carried unanimously 6/0.

6. Public Forum - Persons wishing to speak may signup 15 minutes prior to the meeting. Signups will be on a first-come, first-served basis. Your remarks will be limited to 3 minutes.

Ms. Ganner, resident of 707 Quillen Avenue, spoke in favor of Fountainside Trail development. Their new developers want to return the property to PD which Ms. Ganner believes would be an asset to the City of Fountain Inn.

Brad Skelton, developer for Fountainside Trial, spoke in favor of the development.

Kristen Perry, Tellus LLC, spoke in favor of the Nash Street rezoning.

7. Consent Agenda- There will be no discussion of Consent Agenda items unless a Councilmember so requests in which event the item in question will be considered separately.

a. Approval of March 9, 2023 Council Meeting Minutes

Motion by Councilmember Garrett, seconded by Councilmember Don to approve the March 9, 2023 Council Meeting Minutes.

The motion carried unanimously 6/0.

8. City Administrator's Report- Shawn M. Bell

a. March Department Reports

Mr. Bell, City Administrator, stated:

New utility complex- insulation being installed, completion date of July 10. We would like to schedule time for Council to tour the facility.

Sanctified Hill Park- final touches by April 17. A ribbon cutting and block party is scheduled for May 5th from 4-6pm.

Fairview Street Park- new backbards and rims were installed, concrete was poured and the painting of the court will be completed soon.

Georgia Street Park- removal of existing goals, new goals were installed, and we will paint the court.

ESSC- ADA restroom construction will begin in a few weeks with a completion date of Fall 2023, roughly 180 days.

Interstate signage- permits received from SCDOT and the project will go out to bid soon.

Community Relations- Mac Arnold this Saturday including the Jeep Jam and the Spring Market from 12-6pm, the Italian Heritage Festival on 4/29,

Sounds of Summer starts on May 19, and Market starts on May 20.
 Recreation- Spring baseball and softball opening day was rescheduled for May 6th due to inclement weather
 Comp Plan, INNvision update- community survey is live, the presentation is on the website along with the survey and we have postcards with QR codes available to anyone that may need it.
 Police Department- Superhero Run, SCELA onsite accreditation 4/25-26 and we will be notified in June.
 Public Works- 2021 partnered with City of Mauldin for a stormwater masterplan and we were awarded \$350,000 from the federal government. Fountain Inn FI will pay \$75,000 for the plan which will assess our stormwater inventory for the entire city. May 1-31 is our Spring Cleaning. Please schedule pick-ups with our Public Works office and items on the curb should be 3 feet away from the edge of the curb.

9. Unfinished Business

- a. **Second and Final Reading of Ordinance 2023-4- Providing for (A) the creation and establishment of election districts for the election of a governing body of the City of Fountain Inn, South Carolina, as provided for in the South Carolina Code annotated sections 5-15-20 and 5-15-50, and contemplated by Chapter 8 of the Fountain Inn City Code, 1992, based on the 2020 Decennial Census; and (B) other related matters.**

Motion by Mayor Pro Tem Clemmer, second by Councilmember Blackstone to approve Second and Final Reading of Ordinance 2023-4- Providing for (A) the creation and establishment of election districts for the election of a governing body of the City of Fountain Inn, South Carolina, as provided for in the South Carolina Code annotated sections 5-15-20 and 5-15-50, and contemplated by Chapter 8 of the Fountain Inn City Code, 1992, based on the 2020 Decennial Census; and (B) other related matters.

The motion carried unanimously 6/0.

- b. **Second and Final Reading of Ordinance 2023-5 Providing for the Grant of a Franchise According to South Carolina Code Annotated Section 58-12-10, ET SEQ.; Providing for limitations related to the same; providing for the payment of compensation related to the same; and providing for other related matters, Knology of Charleston, Inc.**

Motion by Councilmember Thomason, seconded by Councilmember Garrett to approve Second and Final Reading of Ordinance 2023-5 Providing for the Grant of a Franchise According to South Carolina Code Annotated Section 58-12-10, ET SEQ.; Providing for limitations related to the same; providing for the payment of compensation related to the same;

and providing for other related matters, Knology of Charleston, Inc.
The motion carried unanimously 6/0.

- c. **Second and Final Reading of Ordinance AX 2023-1, An Ordinance to provide for the annexation of the property described herein to the City limits of the City of Fountain Inn; to establish a Zoning Classification therefore; to assign the annexed property to a Council Ward; and other related matters (Hunter Road-Club Drive).**

Motion by Councilmember Garrett, second by Councilmember Blackstone to approve Second and Final Reading of Ordinance AX 2023-1, An Ordinance to provide for the annexation of the property described herein to the City limits of the City of Fountain Inn; to establish a Zoning Classification therefore; to assign the annexed property to a Council Ward; and other related matters (Hunter Road-Club Drive).

The motion carried unanimously 6/0.

- d. **First Reading of Ordinance Z 2023-2, An Ordinance to amend the official zoning map of the City, for the purpose of changing the Zoning classification of the property described in this ordinance (Nash Street).**

Motion by Mayor Pro Tem Clemmer, second by Councilmember Don to approve First Reading of Ordinance Z 2023-2, An Ordinance to amend the official zoning map of the City, for the purpose of changing the Zoning classification of the property described in this ordinance (Nash Street).

The motion carried unanimously 6/0.

10. New Business

- a. **First Reading of Ordinance Z 2023-3 to Amend the Official Zoning Map of the City for the Purpose of Changing the Zoning Classification of the Property Described in this Ordinance (Fountaininside Trail located at Speedway Drive).**

Mr. Don asked for clarification on setbacks 40 ft to property lines. Mr. Don asked if the trees in the area could be preserved. Mr. Clemmer is concerned about sidewalks on Speedway and believed the Planning Commission had the same concerns. Mr. Don questioned the emergency access point. According to the developer, it has the required two access points. The developer also addressed the sidewalk concern and stated there is a trail system to access the property. The developers' goal is to have sidewalks to Fountain Inn High School, but there is property in between their property and the school that is out of their control.

Motion by Mayor McLeer, second by Councilmember Garrett to approve First Reading of Ordinance Z 2023-3 to Amend the Official Zoning Map of

the City for the Purpose of Changing the Zoning Classification of the Property Described in this Ordinance (Fountainside Trail located at Speedway Drive).

The motion carried unanimously 6/0.

- b. First Reading of Ordinance 2023-2 Authorizing and Directing the City of Fountain Inn, South Carolina to enter into an intergovernmental agreement relating to South Carolina Local Revenue Services; to participate in one or more Local Revenue Service programs; to execute and deliver one or more participant program supplements; and other matters relating thereto.**

Motion by Mayor Pro Tem Clemmer, second by Councilmember Blackstone to approve First Reading of Ordinance 2023-2 Authorizing and Directing the City of Fountain Inn, South Carolina to enter into an intergovernmental agreement relating to South Carolina Local Revenue Services; to participate in one or more Local Revenue Service programs; to execute and deliver one or more participant program supplements; and other matters relating thereto.

The motion carried unanimously 6/0.

- c. First Reading of Ordinance 2023-3, Amending Chapter 11, Article II, Section 11-42 of the City Code to provide for a franchise fee for cable service providers; and providing for other related matters.**

Motion by Councilmember Garrett, second by Councilmember Thomason to approve First Reading of Ordinance 2023-3, Amending Chapter 11, Article II, Section 11-42 of the City Code to provide for a franchise fee for cable service providers; and providing for other related matters.

The motion carried unanimously 6/0.

11. Executive Session

- a. For the receipt of legal advice relating to a pending, threatened, or potential claim related to the Eagle Springs Planned Development.**

After coming out of Executive Session, Council may vote on items discussed while in Executive Session.

Motion by Councilmember Thomason, second by Councilmember Garrett to go into Executive Session for the receipt of legal advice relating to a pending, threatened, or potential claim related to the Eagle Springs Planned Development.

After coming out of Executive Session, Council may vote on items discussed while in Executive Session.

The motion carried unanimously 6/0.

12. Unfinished Business

- a.** Approval of Ordinance Z 2022-010, Planned Development Major Change on First Reading.

Mayor McLeer untabled the motion from 2022.

Motion by Councilmember Thomason, seconded by Councilmember Garrett to approve Approval of Ordinance Z 2022-010, Planned Development Major Change on First Reading.

The motion carried unanimously 6/0.

13. Adjourn

Mayor McLeer Adjourned the meeting at 7:12 p.m.

CITY ADMINISTRATOR REPORT



Agenda Date: May 11, 2023

To: Mayor and City Council

From: Shawn M. Bell, ICMA-CM
City Administrator

Administration

- New Utilities Complex (FING/Public Works Facility)
 - Building is now *dried in*; sheet rock and HVAC are almost complete
 - Projected completion date is July 10
- Sanctified Hill Park
 - Ribbon-cutting ceremony/block party held on May 5 from 4:00 – 6:00 p.m.
 - Still waiting on four picnic tables to arrive, parking lot lights to be installed by Duke Energy, and Spectrum to install internet
- Fairview Street Park Basketball Court
 - Court will be painted and open by second/third week of May
- Georgia Street Park Basketball Court
 - Installation of new goals, rims, and backboards, as well as, painting of the court to be completed by second/third week of May
- Woodside Connector
 - Project is set for letting August 2023
- Woodside Streetscape
 - Project is set for re-letting August 2023 (in conjunction with Woodside Connector project)
- ESSC ADA Restroom
 - Construction will begin by May 22
 - Weather permitting, should be in operation by Fall 2023
- Interstate Signage (Exits 23 and 26)
 - Should receive cost estimate by early June; if acceptable, project could be complete by the end of July/early August

Community Relations

- Upcoming Events
 - Run Hard 5k
 - 5/13 (Superhero 5K route)
 - Sounds of Summer
 - 5/19 – 7/28

- Farmers Market
 - 5/20 – 7/29
- 2nd Annual Juneteenth Soul Food Festival on 6/17 from 12:00 – 6:00 p.m.
 - Vendor applications accepted until 5/25
- Fireworks Spectacular
 - 7/1 from 6:00 p.m. – Dark
- Previous Event Attendance
 - Mac Arnold/Jeep Jam/Spring Market: 6,500
 - Italian American Heritage Festival: 9,000

Human Resources

- Administration/Finance:
 - Staff Accountant – One vacancy; employee start date of 5/19
 - Gas Billing Customer Service Representative – Two vacancies; one currently filled by a temporary employee and one pending acceptance of offer
- Community Relations:
 - Director – One vacancy; employee start date of 5/24
- Police:
 - Chief – One vacancy; posted on 5/9 and accepting applications
 - Patrol Officer – Six vacancies; one offer accepted; four have a start date of 5/15 (recruiting until filled – only one vacancy left)
 - Dispatch – Two vacancies; interviews on 5/10
- Planning & Development
 - Planner I – One vacancy; currently accepting applications
- Public Works:
 - CDL Truck Driver (Sanitation) – One vacancy; offer accepted
 - Sewer/Stormwater Technician – One vacancy; accepting applications
- Recreation:
 - Part-time City Activity Support Staff & Officiants – four offers accepted (continuous recruiting)

Natural Gas

- Gas Supply
 - Deliveries for April 2023
 - Gas volume of 69,448 Dekatherms
 - Gas consumption for April 2023 was up 5% from April 2022, and up 8% from the April three-year average.
 - Gas Prices/Rates

- The price of natural gas for May 2023 settled at \$2.117 per Dekatherm, which represents a \$0.126 increase from April 2023's price of \$1.991 per Dekatherm
- Gas Operations
 - Key Indicators
 - 1,218 feet of new gas main lines installed in April 2023
 - 41,192 feet installed Y-T-D
 - 2,669 feet of new service lines (75) installed in April 2023
 - 13,694 feet (260) installed Y-T-D
 - FING has (finally) received the railroad crossing permit for the installation of a one-mile, six-inch high-pressure steel line on Hunts Bridge Road
 - Project is expected to be completed by the end of June

Parks & Recreation

- VolleyMania Registration from May 8 – June 8
- Adult Co-Ed Softball Registration from May 1 – May 24
- Golden Strip Baseball Tournament June 2-4 in Mauldin
- SCAP Softball Tournament June 8-11
- 55+
 - 18 Seniors took a day trip to Travelers Rest on April 20
 - Trip to the State House in Columbia on June 15

Planning & Development

- April 2023 Building & Codes
 - 38 permits issued with a total valuation of \$4,620,134
 - 597 inspections
 - 29 residential plan reviews; 15 commercial plan reviews
 - 29 certificates of occupancy issued
- Comprehensive Plan (INNvision) update
 - Element Focus Groups to meeting on May 25
 - <https://www.fountaininn.org/311/INNvision-Comprehensive-Plan>

Fire

- 199 calls for service in April 2023
- Firefighters Landon Epps and Thomas Williams have completed all steps to obtain their EMT certification
 - FIFD EMT certification status:
 - 15 full-time employees and 3 part-time employees

- 4 additional full-time employees are undergoing testing and/or reciprocity
- June 16 is the ship date for the new SCBA's

Police

- 3rd Annual Superhero 5K Run held on 4/19 at 8:00 a.m.
 - 267 runners crossed the finish line
 - Year 1: 151 runners
 - Year 2: 211 runners
- 24th Annual Golf Tournament to be held on May 24 with a shotgun start at 12:00 p.m. at Carolina Spring Country Club
- South Carolina Law Enforcement Accreditation (SCLEA) performed their on-site accreditation assessment April 25-26
 - FIPD will be attending an assessment hearing on June 2 and will be notified of accreditation status

Public Works

- Spring Cleaning 2023: May 1 - 31
 - Schedule your pick-up ahead of time by either calling (864) 409-3310 or by visiting <https://www.fountaininn.org/402/Spring-Cleaning>
 - Items at the curb should be at least 3 feet away from mailboxes, cars, etc.
 - No construction material, e-waste, or chemicals

Chamber of Commerce

- Fountain inn-Opoly coming soon!
- Download the Explore Fountain Inn app

Younts Center

- Finding Nemo Jr.
 - May 12 at 8:00 p.m. and May 13 at 2:00 p.m.

History Museum

- Remembering Golden Strip Speedway Exhibit
 - April 18 – July 29

April 2023 Council Report

Website by the Numbers



Sessions
19.6K



Top Metrics

14.8K Users

54.1% Bounce Rate

00:01:20 Average
Session Duration

Social Connection Year to Date

Impressions
793,164



Engagements
62,434

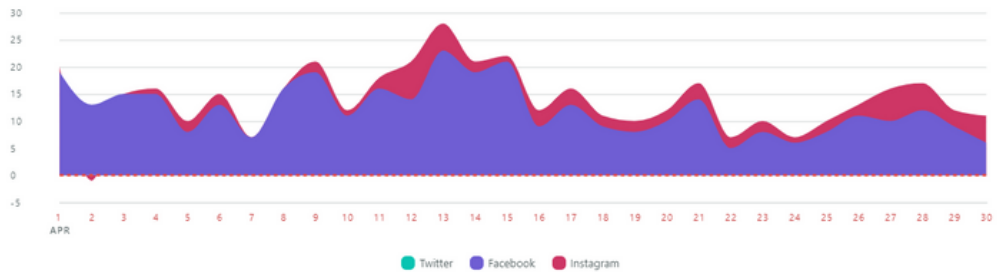


Audience Growth

See how your audience grew during the reporting period.

Net Audience Growth, by Day

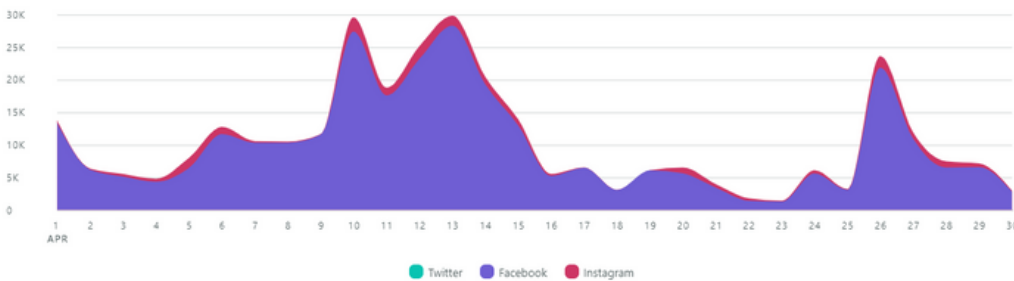
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Impressions

Review how your content was seen across networks during the reporting period.

Impressions, by Day



April Numbers
Impressions



318,653
Engagements



22,773



Post Clicks
1,546

Fountain Inn in the News

- Fountain Inn to host Sanctified Hill Park grand opening celebration | WSPA | www.foxcarolina.com
- Fountain Inn Police Chief announces retirement after 31 years | FOX Carolina | www.foxcarolina.com

April 2023 Council Report

Downtown in April



Visits

#84.2K

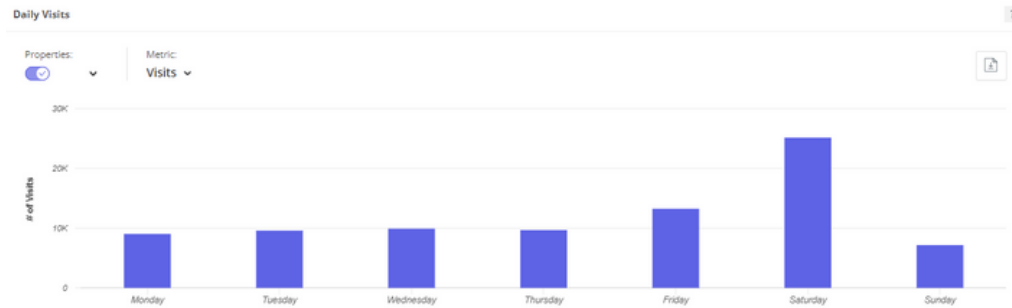
Visitors

#53.3K

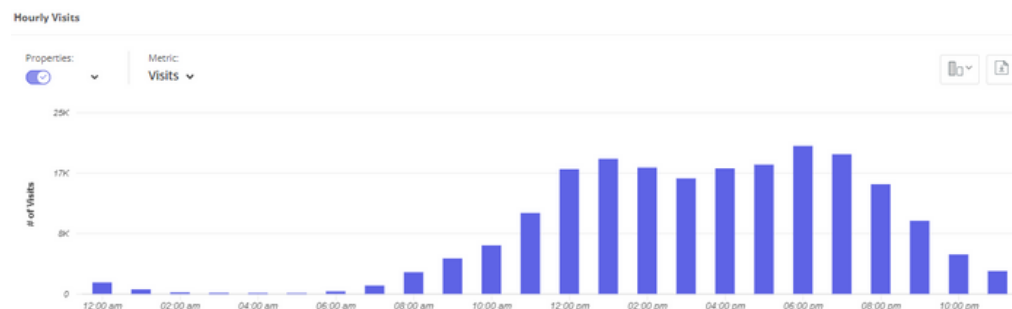
Visit Frequency 1.58

Visitor Information

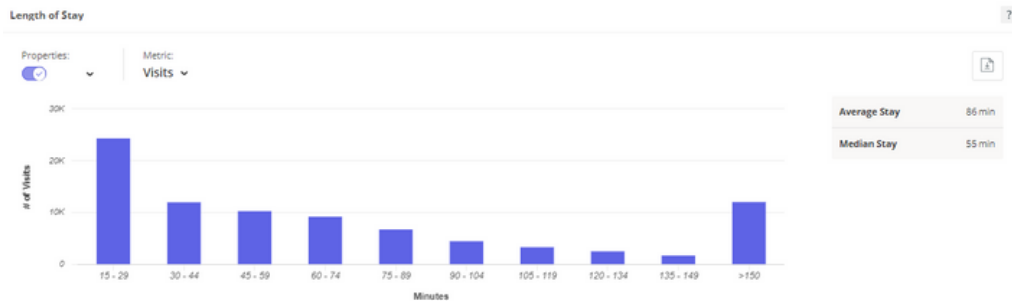
Daily Visits



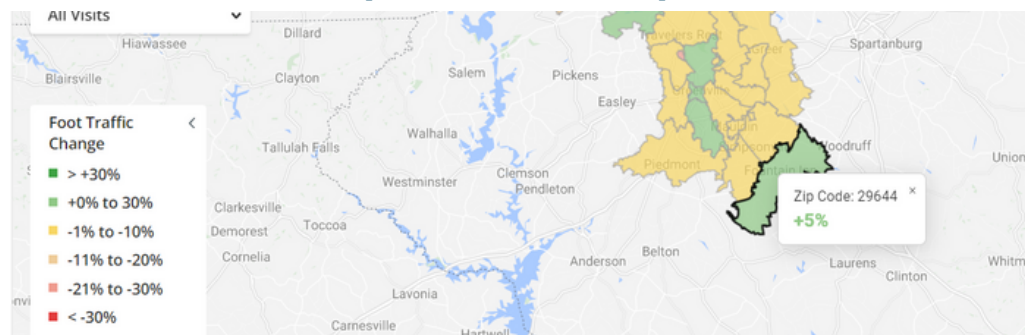
Hourly Visits



Length of Stay



Foot Traffic April 22 vs April 23



In 2023

Visits

#303.1k

Visitors

#109.9k

Average

Dwell Time

87 Min

Events

Mac Arnold Cornbread and Callard Greens Blues Festival/Jeep Jam/Spring Market

- 6,500 Attendance

Italian American Heritage Festival

- 9,000 Attendance

Run Hard 5k

- May 13
- Following Superhero 5k route

Sounds Of Summer

- May 19-July 28
- 11 bands contracted.

Farmers Market

- May 20 - July 30
- Vendors were notified on May 5

Juneteenth

- June 17
- 12-6pm
- Vendor Application are open until May 25

Fireworks Spectacular

- July 1 6pm - Dark
- Cravin Melon Confirmed
- Fireworks Booked

All Kids games are booked for the Spring and Summer

FIRE – FIRE DEPARTMENT SUMMARY

Summary of Monthly Events

- 199 calls for April
- Multiple trainings completed
- 27.64% overlapping calls (29.52% YTD)
- Landon Epps and Thomas Williams completed all steps to obtain their EMT and are awaiting their cards

DEPARTMENT HIGHLIGHTS

Current Projects

- FF Moultrie is working on updating our Community Risk Reduction program
- Multiple plan reviews and building surveys are being completed
- New training plan is being developed
- New training props are being purchased and designed

Upcoming

- SCBA scheduled for June 16 ship date
- Hydrant Maintenance and Annual Inspections continue

GAS SUPPLY

- Gas volume moved through our system: 69,448 Dths for the month of April. The weather was relatively cooler than normal, impacting the sale of natural gas which was higher than the April average.
- Gas consumption for April was up over 5% from last April, and up over 8% from the April 3-year average.
- The price of natural gas for the month of May settled at \$2.117 per Dekatherm. This represents an increase of \$0.126 from April's price of \$1.991 per Dekatherm. Please keep in mind this represents the commodity price only, there are other factors that impact the final "Cost of Gas" which is used in FING's monthly billing calculations.
- Currently we have 2 industrial customers who are taking advantage of our Firm Transportation rate, Chem Strip and Teknor-Apex. I'm in conversations with AVX and Nicca-USA which have expressed interest in transporting gas.

GAS OPERATIONS

- FING has finally received the railroad crossing permit for the installation of 1 mile of 6" high pressure steel on Hunts Bridge Rd. The project is now well on its way, we hope to be completed by the end of June at the latest.
- We have started to develop a comprehensive short- and long-range system improvement plan to address the issues our pipeline system experienced during the 2022 Christmas weekend. Our 2023/2024 capital budget lists 3 projects that are essential to start the system improvement plan.
- Our meter reading personnel, together with our service technicians completed a very challenging dead meter replacement program of approximately 102 meters. Thanks to proper planning, scheduling the work with the customers, and proper direction, we completed the project on time, with no complaints. I would like to congratulate those employees for a great job on a project that in the past would have been about impossible to do with internal resources. Now we are focusing on the next projects which will replace several hundred obsolete meters.
- The SC Office of Regulatory Staff will conduct a major operations audit in Summer of 2023; we have started to ensure everything is in place for a smooth audit.

GAS PRICES

- Below are the gas rates for most of the gas companies in NC and SC.

NORTH CAROLINA/SOUTH CAROLINA/VIRGINIA GAS RATE COMPARISONS					
April 2023					
COMPANY	SERVICE CLASS	METER CHARGE PER MONTH	AVEWRAGE RATE PER THERM	AVG. USAGE THERMS	TOTAL COST PER MONTH
CITY OF DANVILLE, VA	Residential	\$12.15	\$0.83242	40.00	\$45.45
PIEDMONT, SC	Residential	\$10.00	\$0.89730	40.00	\$45.89
CITY OF ORANGEBURG, SC	Residential	\$10.00	\$1.00892	40.00	\$50.36
CITY OF SHELBY, NC	Residential	\$8.50	\$1.04893	40.00	\$50.46
CLINTON-NEWBERRY, SC	Residential	\$12.00	\$1.01505	40.00	\$52.60
FORT HILL NATURAL GAS, SC	Residential	\$10.00	\$1.09000	40.00	\$53.60
DOMINION, NC	Residential	\$10.00	\$1.09272	40.00	\$53.71
FOUNTAIN INN, SC	Residential	\$9.00	\$1.13160	40.00	\$54.26
DOMINION, SC	Residential	\$10.90	\$1.09263	40.00	\$54.61
YORK NATURAL GAS, SC	Residential	\$9.25	\$1.16325	40.00	\$55.78
LANCASTER COUNTY, SC	Residential	\$10.00	\$1.15000	40.00	\$56.00
CHESTER COUNTY, SC	Residential	\$6.50	\$1.28899	40.00	\$58.06
CITY OF MONROE, NC	Residential	\$10.00	\$1.35995	40.00	\$64.40
PIEDMONT, NC	Residential	\$10.00	\$1.39525	40.00	\$65.81
GREENVILLE UTILITIES, NC	Residential	\$14.00	\$1.36675	40.00	\$68.67
GREENWOOD CPW, SC	Residential	\$10.00	n/a		
GREER CPW, SC	Residential	\$10.00	n/a		
LAURENCE CPW	Residential	\$10.00	n/a		
CITY OF LEXINGTON, NC	Residential	\$10.00	n/a		
PUBLIC SERVICE OF NC	Residential	\$10.00	n/a		

KEY INDICATORS

PERFORMANCE INDICATORS	CURRENT	Y-T-D
NEW MAIN LINES INSTALLED	1,218 ft.	41,192 ft.
NEW SERVICE LINES INSTALLED	75 SL, 2,669 ft.	260 SL, 13,694 ft.

NOTE: April numbers are incomplete, some projects have not yet been entered in the system.



City of Fountain Inn - Human Resources Monthly Report - April 2023

Home Department**	March Headcount	April Hires / Transfers In	April Terms	April Transfers Out	April Headcount	DIVERSITY					
						Asian	Black or African American	Hispanic or Latino	White	Pacific Islander	One or More
000411 / Administration	7	0	0	0	7	0	1	0	6	0	0
000412 / Judicial	5	0	0	0	5	0	0	0	4	1	0
000413 / Council	7	0	0	0	7	0	0	1	6	0	0
000414 / Special Events	5	0	0	0	5	0	0	0	5	0	0
000417 / Human Resources	2	0	0	0	2	0	0	1	1	0	0
000421 / Police	35	1	2	0	34	0	2	1	30	0	1
000422 / Fire	30	2	2	0	30	0	2	0	28	0	0
000424 / Public Works	6	0	0	0	6	0	2	0	4	0	0
000425 / Planning & Development	3	0	1	0	2	0	0	0	2	0	0
000431 / Streets & Grounds	3	1	0	0	4	0	2	0	2	0	0
000432 / Sanitation	9	0	0	0	9	0	3	0	6	0	0
000434 / Sewer	5	0	0	0	5	0	0	0	5	0	0
000451 / Recreation	38	3	0	0	41	0	10	0	31	0	0
000453 / Facilities Maintenance	2	0	0	0	2	0	0	0	2	0	0
000510 / Gas Billing	4	0	0	0	4	0	1	0	4	0	0
000510 / Gas Field	18	0	1	0	17	0	0	1	15	0	0
Totals:	179	7	6	0	180	0	23	4	151	1	1

**Based on Home Departments

FULL TIME 137 / PART TIME 43

Recruitment Status

411 Administration/Finance: Staff Accountant (1) Vacancy; **EMPLOYEE START DATE 5/19/23**

411/510 Gas Billing: Customer Service Representative (2) Vacancies; 1 pending acceptance of offer, (1 currently filled by a temporary employee)

414 Community Relations: Director of Community Relations (1) Vacancy; **EMPLOYEE START DATE 5/24/23**

421 Police: Police Chief (1) Vacancy; posted 5/9/23 accepting applications

421 Police: Patrol Officer (6) Vacancies; 1 offer accepted, **4 START DATE 5/15/23 (recruiting until filled - 1 spot left)**

421/422 Dispatch: Dispatcher (2) Vacancies; interviews 5/10 (recruiting until filled)

425 Planning & Development: Planner I (1) Vacancy; accepting applications

432 Sanitation: CDL Driver (1) Vacancy; 1 offer accepted

434 Sewer: Sewer/Stormwater Technician (1) Vacancy; accepting applications

451 Recreation: Part-time City Activity Support Staff & Officials; 4 offers accepted (continuous recruiting)

March HIRES:

Name	Department	Title
Jackson, Sean Daniel	POLICE	Police Officer
Challinor, Philip Brian	FIRE	Fire Marshal / Training Officer
Powell, Johnny Davis	FIRE	Part-Time Firefighter
Duggan, Brian Kevin	STREETS & GROUND	Maintenance Worker I
Kozar, Michael Andrew	RECREATION	Sports Official
Palmariello, Lauren	RECREATION	Sports Official
Rodgers, Charlie R	RECREATION	Sports Official

UPCOMING EVENTS:

Month	Event
TBD	Handbook Bootcamp
TBD	Stay Interviews
June	Longevity Luncheon

PLANNING & ZONING DIVISION ACTIVITY

Comprehensive Plan Project Update

The INNvision Community Survey is currently available online to gather information from the community that will guide the development of the Comprehensive Plan. On April 13th, the Comprehensive Plan team met to discuss a Parks and Recreation Master Plan.

Annexations and Rezoning Activity Summary – April 2023

Z-2023-2

Public Hearing Date: 3/2/2023

1st Reading Date: 3/9/2023 – Held; 4/13/2023 – Next

Address: 108 & 110 Nash Street

TMS: 0350000100403, 0350000100404

Applicant: Tellus, LLC

Owner: Earle Parsons Hellams and John Thomas Hellams, Jr, et. al.

Current Zoning: R-12, Residential District

Requested Zoning: C-2, Commercial District

Last Action: Approval at 1st Reading, 4/13/2023



Z-2023-3

Public Hearing Date: 4/6/2023

1st Reading Date: 4/13/2023

Address: Speedway Drive and Quillen Avenue

TMS: 0354000100300 & 354000100309

Applicant: SkeMcC, LLC

Owner: La Castalia Farm Inc

Current Zoning: PD, Planned Development &

R-15, Single Family Residential

Requested Zoning: FRD, Flexible Review District

Last Action: Approval at 1st Reading, 4/13/2023



BOARDS AND COMMISSION

Planning Commission

The Fountain Inn Planning Commission for May was cancelled as no new business was submitted.

Board of Zoning Appeals

The Appalachian Council of Governments hosted a training at City Hall for the Board of Zoning Appeals on May 1, 2023. The next meeting is scheduled for **May 15, 2023**.

FI-2022-03 BZA PUBLIC HEARING

Request: Sign variance to include 5 signs

Tax Map: 0348000100100

Address: 200 South Main Street

BUILDING AND CODES DIVISION

INSPECTIONS	CURRENT	LAST MONTH	LAST YEAR
ALL CONSTRUCTION	597	714	x
REINSPECTIONS	39	10	x
SAFETY INSPECTIONS	0	0	x
COMPLAINT INSPECTIONS	0	0	x
TOTAL INSPECTIONS	597	714	x
PERMITS			
PERMITS ISSUED	38	66	x
NEW SINGLE FAMILY	10	37	x
NEW MULTI-FAMILY (UNITS)	0	0	x
NEW COMMERCIAL	0	0	x
CERTIFICATES OF OCCUPANCY -ISSUED	29	17	x
REMODEL/ADD. RESIDENTIAL	3	5	x
REMODEL/ADD. COMMERCIAL	8	6	x
SIGN/ROOFING/SOLAR/MISC TRADE	17	18	x
PLAN REVIEWS			
COMMERCIAL PLAN REVIEWS	15	6	x
RESIDENTIAL PLAN REVIEWS	29	136	x

CODE COMPLIANCE

BUILDING CODE COMPLAINTS	CURRENT	LAST MONTH	LAST YEAR
OPEN COMPLAINTS	0	5	x
PENDING INSPECTION	3	6	x
RESOLVED COMPLAINTS	7	18	x
PENDING COURT	1	1	x
TOTAL COMPLAINTS	11	30	x
ACTIVE COMPLAINTS BY TYPE			
BUILDING – UNSAFE CONDITIONS	1	2	x
POTHoles AND ROADS	1	0	x
NOISE AND ANIMAL CONTROL	1	0	x
PROPERTY MAINTENANCE	5	23	x
VEHICLES/OTHER	3	5	x

DEPARTMENT HIGHLIGHTS

Financial Summary

Permit Summary Report Fees By Month													
01/01/2023 TO 04/30/2023													
Fee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row Total
Building Permit Fee	\$29,978.00	\$61,310.50	\$77,431.00	\$31,235.00									\$199,954.50
CREDIT FEE			(\$90.00)										(\$90.00)
Double Fee			\$239.00	\$375.00									\$614.00
Fire Inspection - Commercial		\$150.00	\$100.00										\$250.00
Fire Plan Review			\$700.00	\$100.00									\$800.00
Mobile Home Permit Fee		\$250.00	\$500.00	\$250.00									\$1,000.00
Occupancy Inspections - Commercial Building		\$75.00	\$50.00										\$125.00
Plan Review Fee	\$14,590.00	\$30,335.00	\$38,105.00	\$19,540.00									\$102,570.00
Reinspection Fee	\$80.00	\$80.00	\$115.00	\$280.00									\$555.00
Sewer Tap Fee - Commercial			\$4,000.00										\$4,000.00
Sewer Tap Fee - Residential	\$9,000.00	\$25,500.00	\$16,000.00	\$10,000.00									\$60,500.00
Totals:	\$53,648.00	\$117,700.50	\$137,150.00	\$61,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$370,278.50

April 2023 Valuation = \$4,620,134

Due to volume, the estimated budgetary impact by switching to SAFEbuilt increased from \$42,650 to \$74,979.

Current Projects

- File Digitization
- Comprehensive Plan Update – Project Manager: Lisa Mann, Planning and Development Manager
- Standardizing Planning Commission and BZA meeting process to mirror City Council process
- Process Audit – Project Manager: SafeBuilt

**FOUNTAIN INN POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
APRIL 2023**

Crimes Against Property			
Burglary	April	YTD	
Total:	4	20	April Clearance Rate 25%
Active	3	7	YTD Clearance Rate 18%
Administratively Closed	0	10	
Cleared By Arrest	1	3	
Exceptionally Cleared	0	0	
Unfounded	0	0	
Larceny	April	YTD	
Total:	17	57	April Clearance Rate 12%
Active	8	23	YTD Clearance Rate 12%
Administratively Closed	7	27	
Cleared By Arrest	0	2	
Exceptionally Cleared	2	2	
Unfounded	0	3	
Motor Vehicle Theft	April	YTD	
Total:	1	3	April Clearance Rate 100%
Active	0	0	YTD Clearance Rate 67%
Administratively Closed	0	1	
Cleared By Arrest	1	1	
Exceptionally Cleared	0	0	
Unfounded	0	1	
Property Value	April	YTD	
Grand/Petit Larceny/Fraud	\$ 46,525.00	\$ 370,408.00	
Cleared/Recovered	\$ 22,564.00	\$ 96,699.00	
	April	YTD	
Total Calls for Service	1051	4979	
Business/Security Checks	5,389	41,314	
Number of Reports Written	216	954	

Crimes Against Persons			
Assault & Battery (Simple)	April	YTD	
Total:	10	32	April Clearance Rate 100%
Active	0	1	YTD Clearance Rate 91%
Administratively Closed	0	2	
Cleared by Arrest	3	14	
Exceptionally Cleared	7	12	
Unfounded	0	3	
<i>Includes 1 from March that was Adm. Closed, now Ex-Cleared</i>			
Aggravated Assault	April	YTD	
Total:	2	6	April Clearance Rate 50%
Active	1	2	YTD Clearance Rate 50%
Administratively Closed	0	1	
Cleared by Arrest	1	3	
Exceptionally Cleared	0	0	
Unfounded	0	0	
Domestic Violence	April	YTD	
Total:	4	20	April Clearance Rate 75%
Active	0	0	YTD Clearance Rate 90%
Administratively Closed	1	2	
Cleared by Arrest	1	14	
Exceptionally Cleared	2	3	
Unfounded	0	1	
Robbery	April	YTD	
Total:	0	2	April Clearance Rate N/A
Active	0	1	YTD Clearance Rate 50%
Administratively Closed	0	0	
Cleared by Arrest	0	1	
Exceptionally Cleared	0	0	
Unfounded	0	0	
Murder	April	YTD	
Total	0	0	April Clearance Rate N/A
Active	0	0	YTD Clearance Rate N/A
Administratively Closed	0	0	
Cleared by Arrest	0	0	
Exceptionally Cleared	0	0	
Unfounded	0	0	
TRAFFIC			
	April	YTD	
Citations	87	472	
Warnings	126	565	
Accidents	22	96	
Accidents/Private Property	6	27	
Driving Under Influence 1st Offense	1	4	
Driving Under Influence 2nd Offense	0	2	
Driving Under Influence 3rd Offense+	0	0	
Driving Under Suspension 1st Offense	4	30	
Driving Under Suspension 2nd Offense	4	15	
Driving Under Suspension 3rd Offense+	4	13	
Fail to Stop for Blue Light	0	6	

Narcotics Violations	April	YTD
Marijuana		
Simple Possession	9	33
Possession W/Intent to Distribute	2	4
PWID w/i 1/2 mile of School	0	1
Distribution	0	0
Distribution Near School	0	0
Trafficking	0	0
Manufacturing	0	0
Cocaine		
Possession	2	4
Possession W/Intent to Distribute	0	2
PWID w/i 1/2 mile of School	0	1
Distribution	1	1
Distribution Near School	0	0
Trafficking	0	0
Manufacturing	0	0
Crack Cocaine		
Possession	0	0
Possession W/Intent to Distribute	0	0
PWID w/i 1/2 mile of School	0	0
Distribution	0	0
Distribution Near School	0	0
Trafficking	0	0
Manufacturing	0	0
Methamphetamine		
Possession	0	2
Possession W/Intent to Distribute	0	4
PWID w/i 1/2 mile of School	0	1
Distribution	0	1
Distribution Near School	0	0
Trafficking	0	1
Manufacturing	0	0
Controlled Substance		
Possession	2	6
Possession W/Intent to Distribute	0	1
PWID w/i 1/2 mile of School	0	0
Distribution	0	0
Distribution Near School	0	0
Trafficking	0	0
Manufacturing	0	0
Other Drugs		
Possession	0	0
Possession W/Intent to Distribute	0	0
PWID w/i 1/2 mile of School	0	0
Distribution	0	0
Distribution Near School	0	0
Trafficking	0	0
Manufacturing	0	0
Possession of Drug Paraphernalia	6	25
Underage Alcohol Violations	0	8

Public Works – April 2023 Council Report

Work Orders

PERFORMANCE INDICATORS	CURRENT	Y-T-D	PRIOR YEAR
Animal Control	2	4	16
Facilities Maintenance	1	38	88
Sanitation	39	208	336
Streets and Grounds	7	45	53
Utilities	11	35	22

DEPARTMENT HIGHLIGHTS

Current Projects

- **Utilities Complex.** Building is dried in, sheet rock and HVAC is almost completed. Building estimated completion date is 9 Jun 23, CO issued 10 Jul 23.
- **Interstate Signage.** Had a discussion with Gordian concerning project. Will have an estimate for the project early June 23 with a proposed completion date of 30 Jun 23.
- **Main Street, Street Scape.** Have received cost estimates from COTRANSCO. Estimated prices was \$6,819,294. Was advised to wait due to a projection of additional funding being received by GLDTC. Will submit for GLDTC grant once additional funding is received.
- **Woodside Street Scape.** Project has been redesigned with additives 1 and 2 to give more options to the project. The last bid came in over bid by \$565,746. New plans currently with SCDOT for project routing.
- **Woodside Connector.** Awaiting let date from SCDOT. According to SCDOT flow charts, the project will start roughly August 2023.
- **Sanctified Hill Park.** The park grand opening is 5 May 23.
- **Fairview Basketball Court.** Court will be painted and open early May 2023
- **Georgia Street Court.** Court will be painted, new goals, rims, backboards installed by early May 2023
- **Emanuel Sullivan ADA Bathroom.** Construction is to commence 22 May 23.

RECREATION – DEPARTMENT SUMMARY

SPORTS / UPCOMING EVENTS:

- VolleyMania Registration 5/8 – 6/8
- Adult Co-Ed Softball Registration 5/1 – 5/24
- Golden Strip Baseball Tournament June 2, 3, 4 (Location: Mauldin)
- SCAP Softball Tournament June 8, 9, 10, 11 (Location: TBD)
- Picture Day rescheduled for 5/6 (from April 1st)
- Junior Fury Cheer Committee Meeting 5/8

SENIOR ADULT PROGRAM / ACTIVITIES:

55+ Exercise class schedule:

Monday from 8:30 – 9:15am (Group Fit 2 Medium level Aerobics with weights & bands)

Wednesday/Friday from 8:30 – 9:15am (Group Fit 3 High Aerobics with weight & bands/ Group Fit 2)

Tuesday/Thursday from 10:30 – 11:15am (Group Fit 1 Low level seated, Arthritis – no weights or bands)

Senior Trip to Travelers Rest was 4/20 – Seniors had a fantastic time, rented 26 passenger bus

Senior Travel – June 15th trip to Columbia State House

Senior Bingo – May 16th, Sponsor: Arby's is also providing food

Tai'Chi Chih with Adabelle on Mondays from 9:30 – 10:30 in Community Room

SCHEDULED RENTALS:

5/6 Baby Shower in Community Room 5-7pm

5/7 Social Gathering in Community Room 1-6pm

5/7 Friendly Basketball in Gym 5:30pm – 7pm

Tuesday's & Thursday recurring in Gym for Elite Basketball 5:30pm -8:30pm

5/16 Rudolph Gordon Baseball Banquet in Community Room 5pm – 7pm

5/20 Family Gathering in Community Room 3pm – 7pm

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

To: Mayor and Members of City Council
From: Shawn M. Bell, City Administrator

May 11, 2023

Regular City Council Meeting

☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested:** May 11, 2023**Ordinance/Resolution Caption:** An Ordinance to Amend the Official Zoning Map of the City, for the Purpose of Changing the Zoning Classification of the Property Described in this Ordinance (Nash Street).**Summary Background:** Z-2023-02 would rezone approximately 2.69 acres at 108 & 110 Nash Street from R-12 Residential to C-2 Commercial. The adopted Future Land Use Map calls for commercial use on the subject parcels, which is consistent with C-2 zoning.

The subject parcels consist of a vacant house at 108 Nash Street and a vacant lot at 110 Nash Street. Surrounding land uses and zoning are industrial to the north, commercial to the south and west, and residential to the east.

The Planning Commission voted unanimously to approve the rezoning request at the March 2 meeting.

Impact If Denied: The subject property would remain zoned R-12.**Impact If Approved:** The applicant, Tellus, LLC, is a large and reputable commercial developer in the area. No specific plans for the site have been submitted.**Financial Impact:** Not applicable.

ORDINANCE

AN ORDINANCE TO AMEND THE OFFICAL ZONING MAP OF THE CITY, FOR THE PURPOSE OF CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY DESCRIBED IN THIS ORDINANCE (NASH STREET).

WHEREAS, the City received a petition for re-zoning of the real property described herein;

WHEREAS, the Fountain Inn Planning Commission conducted a public hearing on the re-zoning petition and after having duly considered same and the receiving a staff report, voted to recommend approval of the re- zoning request from R-12: Residential District to C-2: Commercial District;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Fountain Inn, South Carolina:

SECTION 1. That the real property referred to in this Ordinance is more fully described in Docket Number FI-2023-003, located at 108 Nash Street and 110 Nash Street, containing approximately 2.69 acres in aggregate, with Greenville County Tax Map Numbers 0350000100404 and 0350000100403 (collectively, "Property"), and more fully described on Exhibit A, which is attached hereto and made a part hereof by reference.

SECTION 2. The Property is rezoned from R-12: Residential District to C-2: Commercial District.

SECTION 3. This Ordinance shall be effective upon second and final reading by the City Council.

SECTION 4. The Mayor, the City Administrator, and the City Clerk, for and on behalf of the City, acting jointly or individually, are fully empowered and authorized to take such further action as may be reasonably necessary to effect the actions authorized by this Ordinance in accordance with the conditions herein set forth.

SECTION 5. This Ordinance shall be effective upon second and final reading by the City Council.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:

Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC

First Reading: April 13, 2023
Second Reading / Final Approval: May 11, 2023

EXHIBIT A
DEPICTION OF PROPERTY



**STAFF REPORT
TO THE FOUNTAIN INN PLANNING COMMISSION
FROM PLANNING & DEVELOPMENT STAFF
MARCH 2, 2023**

DOCKET NUMBER: FI-2023-003

REQUEST: Rezone parcels located on Nash Street

APPLICANT: Tellus, LLC

PROPERTY LOCATION: 108 Nash Street, 110 Nash Street

TAX MAP NUMBER: 0350000100403, 0350000100404

ACREAGE: ~ 2.69 ac

EXISTING ZONING: R-12, Residential

REQUESTED ZONING: C-2, Commercial District

Existing Land Use: Vacant

Adjacent Land Use: North: Industrial
East: Residential
South: Commercial
West: Commercial

Adjacent Zoning: North: I-1, Industrial
East: R-12, Residential
South: C-2, Commercial
West: C-2, Commercial

Analysis:

The subject parcels consist of a vacant house located at 108 Nash Street and a vacant lot at 110 Nash Street. The subject property is recommended for Commercial land uses on the Future Land Use Map, as included in this report.

Definition: The commercial designation identifies areas of big box retail stores, restaurants, chain retail centers, and local retailers. This district is established to provide goods and services for the convenience of local residents. Section 5:6.1 Uses permitted allow for the following types of uses: Accountant

Air conditioning equipment, sales, and service

Airline or transportation ticket office

Ambulance service

Bakery

Bank or savings and loan

Café

Dental clinic

Department store

Toy store

Used car lot

Utility easement or right-of-way

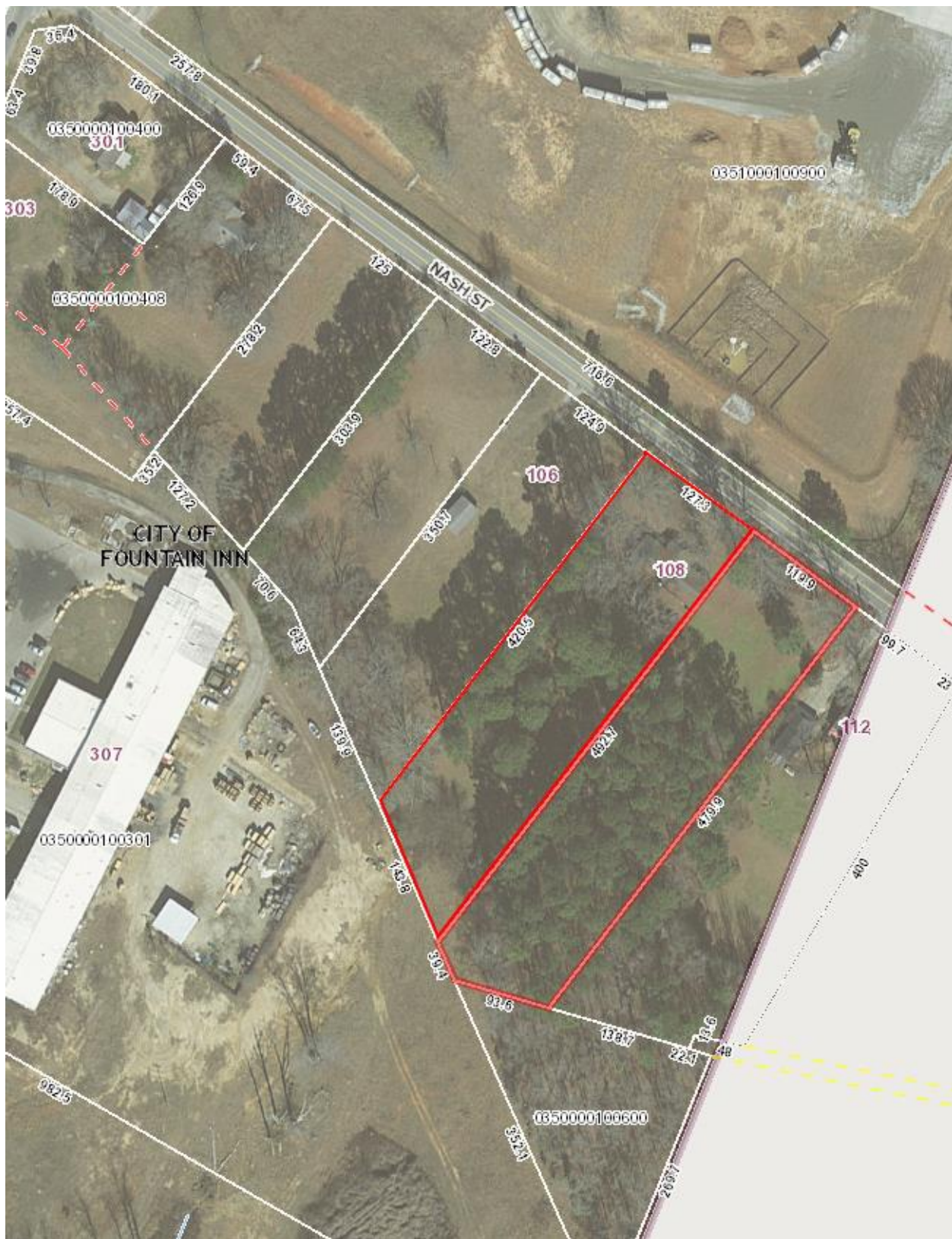
Veterinary clinic

Veterinary office

Accessory buildings and uses customarily incidental to the above uses

Refer to Fountain inn Zoning Ordinance for other uses which are compatible with the
aforementioned uses.

Aerial Map, parcel view (source: Greenville County GIS):



R-12

0350000100408

CITY OF
FOUNTAIN INN

C-2

0350000100301

NASH ST

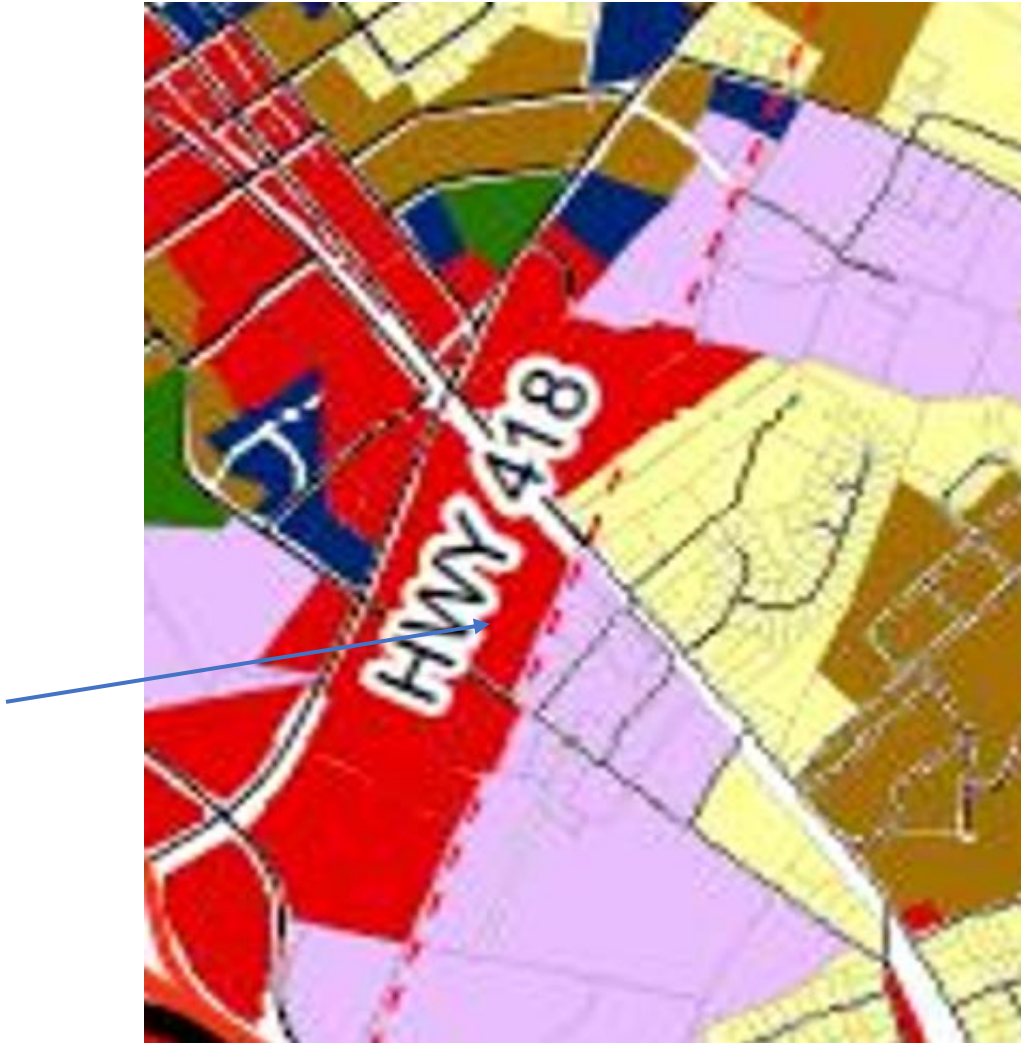
0351000100900

I-1

R-12

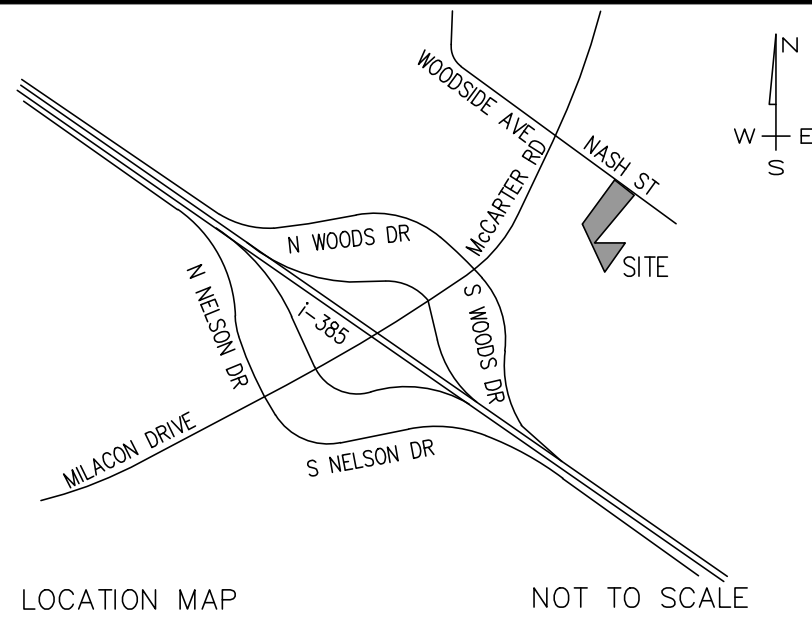
I-1

Future Land Use Map (Subject Area):



STAFF RECOMMENDATION: Approval for Rezoning from R-12 to C2.

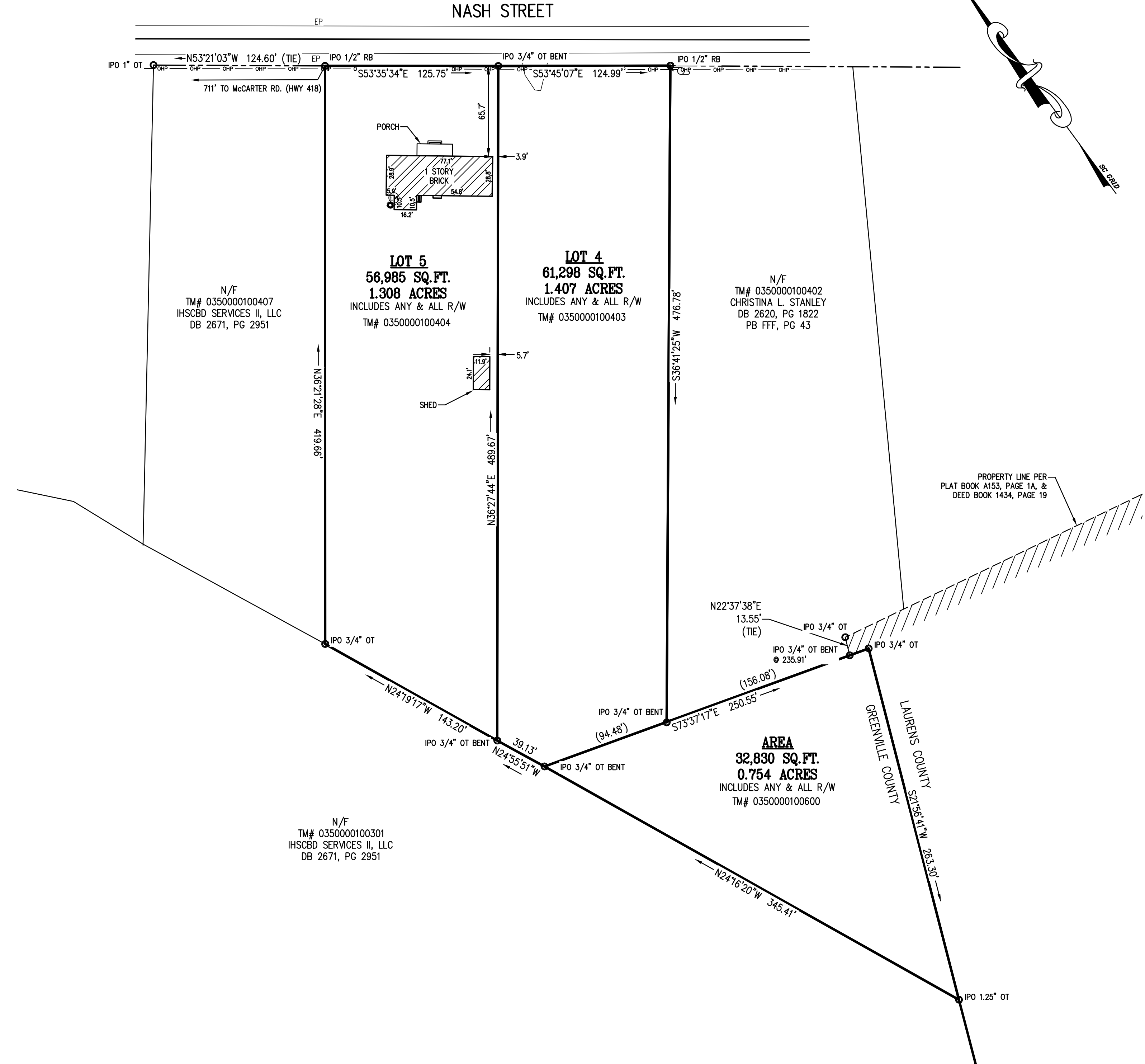
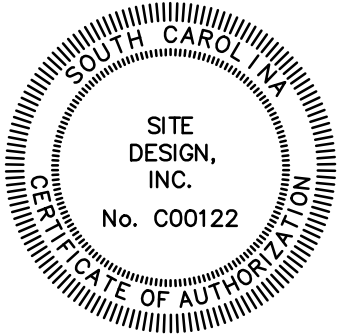
NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. - ANY FLOOD PLAIN DATA SHOWN HEREON IS AN APPROXIMATE LOCATION GRAPHICALLY PLOTTED FROM THE REFERENCED FEMA MAP UNLESS OTHERWISE NOTED. - THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR.



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

REFERENCES:
PB 48-F, PG 52
PB 1414, PG 15
PB 17-Z, PG 18

A. CLAY JONES, P.L.S.
S.C. REG. NO. 26210



LEGEND

BL	BUILDING LINE	CATV	■ CABLE TV PEDESTAL	TC/BC	TOP/BOTTOM CURB
CL	CENTERLINE	TEL	■ TELEPHONE PEDESTAL	TW/BW	TOP/BOTTOM WALL
CMP	CORRUGATED METAL PIPE	EM	⊗ ELECTRIC METER	VCP	VITRIFIED CLAY PIPE
CT	CRIMP TOP	CB	⊗ CATCH BASIN	WM	⊗ WATER METER
DE	DRAINAGE EASEMENT	DI	⊗ DROP INLET	WV	⊗ WATER VALVE
EP	EDGE OF PAVEMENT	⊗	ELEC TRANS	—CTV	CABLE TV
IPO	IRON PIN OLD—○	90.0	ELEVATION	—X	FENCE LINE
IPS	IRON PIN SET—○	⊗	FIRE HYDRANT	—FOC	FIBER OPTIC CABLE
N&C	NAIL & CAP	⊗	GAS METER	—GAS	GAS LINE
OT	OPEN TOP	GV	⊗ GAS VALVE	—OHP	OVERHEAD POWER
RB	REBAR	LP	☆ LIGHT POLE	—OHT	OVERHEAD TELEPHONE
RCP	REINFORCED CONC PIPE	PP	⊗ POWER POLE	—SD	STORM DRAIN
R/W	RIGHT OF WAY	GP	● GUY ANCHOR	—SS	SANITARY SEWER
SD	STORM DRAIN	SDMH	⊗ SD MANHOLE	—UGP	UNDERGROUND POWER
SS	SANITARY SEWER	SSMH	⊗ SS MANHOLE	—UGT	UNDERGROUND TEL
SSE	SS EASEMENT	TMH	⊗ TELEPHONE MANHOLE	—W	WATER LINE
		CO	● CLEAN OUT		

SURVEY FOR

TELLUS, LLC

GREENVILLE COUNTY, SOUTH CAROLINA

SCALE

1"=50'

PROPERTY ADDRESS

108, 110 NASH STREET

TAX PIN

AS NOTED

DATE

12/09/22

FIELD CREW

ADM/WT

DRAWN BY

DKR

SITE DESIGN, INC.

CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS

225 ROCKY CREEK ROAD, GREENVILLE, SC 29615

PH: (864)271-0496

www.sitedesign-inc.com

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

To: Mayor and Members of City Council
From: Shawn M. Bell, City Administrator

May 11, 2023

Regular City Council Meeting

☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested:** May 11, 2023**Ordinance/Resolution Caption:** An Ordinance to Amend the Official Zoning Map of the City for the Purpose of Changing the Zoning Classification of the Property Described in this Ordinance (Fountainside Trail located at Speedway Drive).**Summary Background:** Z-2023-03 would rezone approximately 25.15 acres on Speedway Drive near Quillen Avenue from PD and R-15 to FRD, Flexible Review District. The adopted Future Land Use Map calls for high density residential and recreation use for this area, which is consistent with the proposed FRD.

The existing land use is vacant (wooded, wetlands, and floodplain). Surrounding land uses include single-family residential to the south and west, the National Guard Armory to the north, and a senior living facility to the east.

The Planning Commission voted unanimously to approve the rezoning request at the April 6 meeting, with the condition that an emergency access location be provided.

Impact If Denied: The subject property would remain zoned R-15, Residential District and PD, Planned Development.**Impact If Approved:** Up to 180 attached single-family residential units could be constructed on the subject site if rezoned as recommended.**Financial Impact:** Not applicable.

AN ORDINANCE

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF FOUNTAIN INN, SAID AMENDMENT FOR THE PURPOSE OF CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY DESCRIBED IN THIS ORDINANCE (FOUNTAINSIDE TRAIL LOCATED AT SPEEDWAY DRIVE).

WHEREAS, the City of Fountain Inn received a petition for re-zoning of the real property described herein; and

WHEREAS, The Fountain Inn Planning Commission conducted a public hearing on the re-zoning petition and after duly considered same and the receiving a staff report voted to approve the re-zoning request from R-15, Residential District and PD Planned Development to FRD, Flexible Review District;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Fountain Inn, South Carolina:

SECTION 1: That the real property referred to herein is described fully in Docket Number FI-2023-006 and is located on Speedway Drive (east of 155 Speedway Drive), containing approximately 25.15 acres Greenville County Tax Map 0354000100309 and a portion of 0354000100300, located in the City of Fountain Inn, South Carolina and more fully described on Exhibit A attached hereto and made a part hereof by reference.

SECTION 2. The Properties are hereby rezone R-15, Residential District and PD Planned Development to FRD, Flexible Review District.

SECTION 3. This Ordinance shall be effective upon second and final reading by the City Council.

DONE IN REGULAR MEETING THIS ____ DAY OF _____, 2023.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:

APPROVED AS TO FORM:

Elizabeth Adams, City Clerk

Michael E. Kozlarek, Esq.
City Attorney

First Reading: _____, 2023

Second Reading / Final Approval: _____, 2023

**STAFF REPORT
TO THE FOUNTAIN INN PLANNING COMMISSION
FROM PLANNING & DEVELOPMENT DEPARTMENT STAFF
April 6, 2023**

DOCKET NUMBER: FI-2023-006 (rezoning)

APPLICANT/OWNERS: SkeMcC, LLC
For La Castalia Farm, Inc.

PROPERTY LOCATION: Speedway Drive (east of 155 Speedway Drive)

TAX MAP NUMBER: 0354000100309 and 0354000100300

ACREAGE: 25.15

EXISTING ZONING: R-15 Residential District and PD Planned Development

REQUESTED ZONING: FRD, Flexible Review District

Existing Land Use: Vacant

Adjacent Land Use: North: Institutional (National Guard Armory)
Residential (Senior housing and assisted living)
East: Residential single family
South: Residential single family
West: Residential
Institutional (Fountain Inn High School)

Adjacent Zoning: North: S-1 Services
PD Planned Development
East: PD Planned Development
R-15 Residential
South: R-15 Residential
West: R-12 Residential

Aerial Map 1 (source: Greenville County GIS):



Note: Current zoning for this parcel is R-15

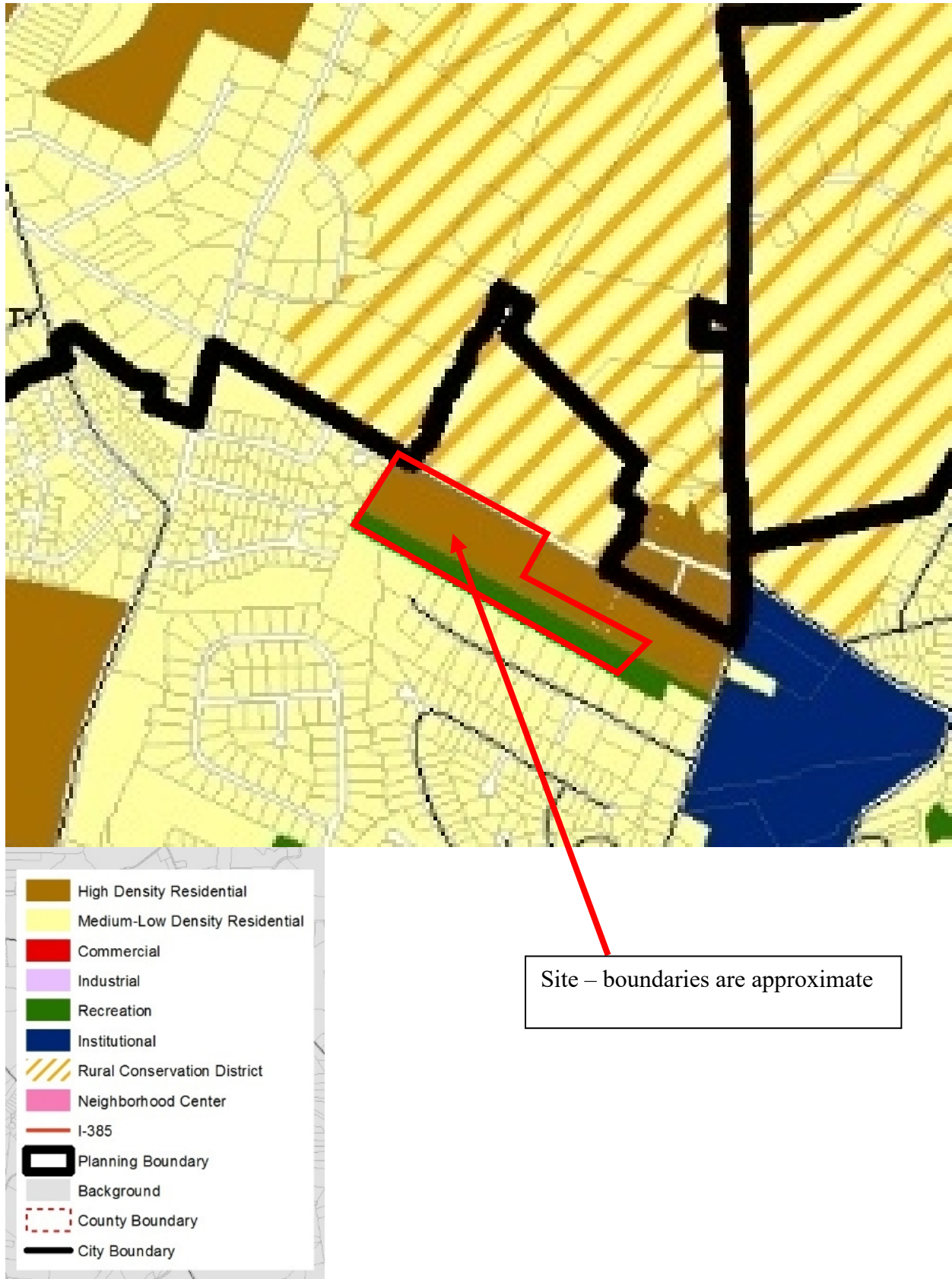
Aerial Map 2 (source: Greenville County GIS):



Note: Current zoning for this parcel is PD (Fountainside PD) and the western portion of the parcel would be removed from the PD district.

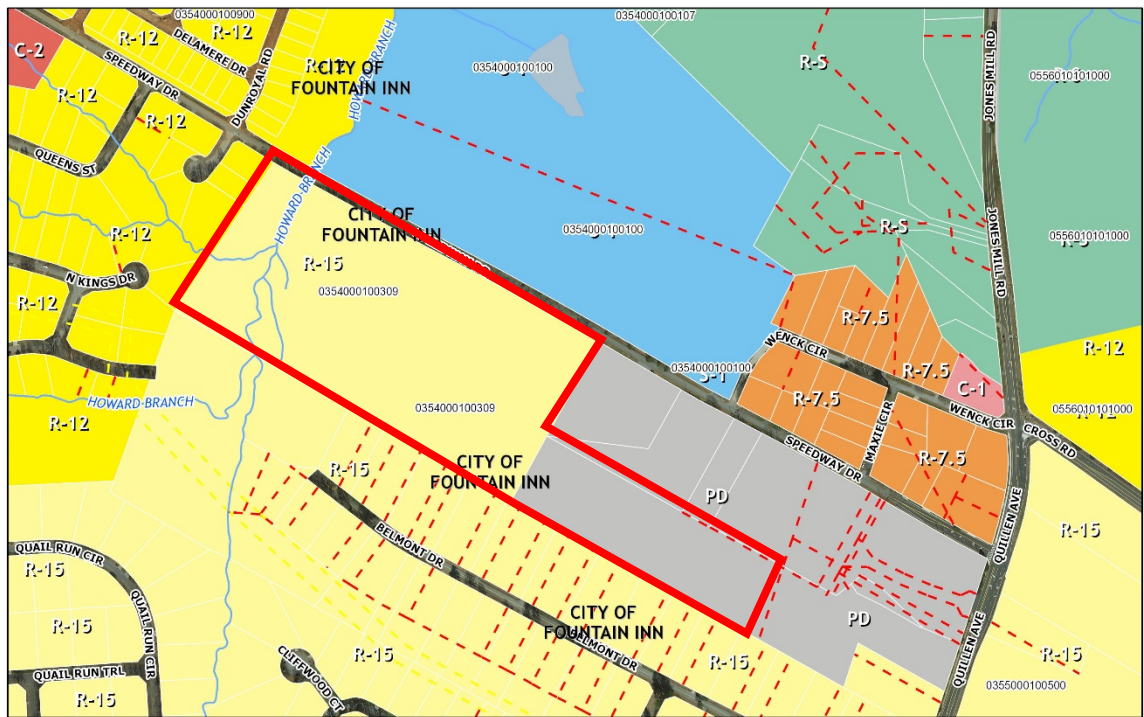
Approximate location of proposed
zoning boundary

Future Land Use Map:

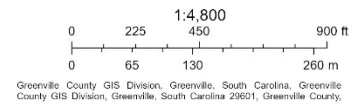


Zoning Map (Subject Area):

Greenville County, SC



March 28, 2023



Disclaimer: This Map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are compiled from recorded deeds, plats, and other public records.

Conceptual Rendering of Proposed Dwelling Units



View from the North of the site, facing South

ANALYSIS:

The subject property is located on Speedway Drive south of the National Guard Armory. Kings Court subdivision is to the east, Belmont Estates subdivision is to the south, Quillen Manor assisted and independent senior living and Sunset Village are to the north and west.

The existing conditions of the subject site are depicted in the Natural Resources Inventory in Appendix A of this report. The site is wooded and sloped, and is bisected by a network of creeks (Howard Branch and unnamed tributaries) and wetlands, which are identified by the label “Waters of the U.S” on the Natural Resources Inventory. The wetlands have been delineated and appropriate buffers are shown around the wetlands. The far western portion of the site is largely covered by 100-year floodplain.

This area has been identified for High Density Residential use and Recreation Use in the City’s Future Land Use Map in the 2017 Master Plan. The proposed development is consistent with the Future Land Use Map.

Current zoning of the property is R-15 and PD. If approved, a portion of the existing Fountainside Planned Development will be rezoned to FRD, Flexible Review District as indicated in Aerial Map 2 on page 3.

Adjacent zoning is R-15 Residential to the south, R-12 Residential to the east, S-1 Services to the north, and PD Planned Development to the north and west.

FRD zones are considered a design review district and the development layout must be approved by Planning Commission and City Council for the rezoning to be approved.

5:9.4.1. Intent. The intent of the FRD district is to provide a way for inventive design to be accomplished and to permit development that cannot be achieved through conventional zoning districts due to the parameters required therein. It is recognized that some concepts will be more appropriate than others and the approval of an application in one location does not necessarily indicate the development will be applicable in other locations.

The applicant is proposing an attached single-family residential (townhouse) development of up to 180 units; however, the submitted Preliminary Development Plan (PDP) shows only 173 units. Overall density would be 7.2 units per acre if 180 units are built. The Statement of Intent (SOI) indicates that some units may be detached single family units, but no detached units are shown in the PDP. The SOI would allow the applicant to revise the plan to include detached units prior to approval of a Final Development Plan (FDP). Townhouses would be 2 or more bedrooms, at least 800 square feet, with 1 or more car garage. If detached single family units are included in the FDP, they would be at least 1,200 square feet, with 3 or more bedrooms, and 1 or more car garage. A conceptual rendering for the attached (townhouse) units is included in this report.

Approximately 11.1 acres of the site would remain as open space and natural area; much of the proposed open space is wetlands and bottomland hardwood forest. The developer has had discussions with Greenville County Parks and Recreation Department about a potential segment of recreational trail connecting through the development, as shown in the PDP. This trail segment

is only a proposed potential trail, and may or may not be built ultimately. The developer does not propose to build the trail as part of the development, it would be a future improvement by others.

Two points of access are proposed on Speedway Drive, subject to SCDOT approval. The proposed access plan provides two points of access for approximately 50 of the proposed units. The remaining units essentially have only one point of vehicular access. A “potential emergency accessway” is identified that would provide access to a potential parking lot in the Fountainside PD development to the north. Staff’s review suggests that an alternative location for the emergency accessway would be at the far eastern end of the development, between lots 69 and 70, as this connects to property that is currently under the same ownership as the proposed development. Without an emergency access point, up to 150 lots could be cut off from emergency services by natural disaster, house fire, vehicle crash, or utility failures/repairs on the single access road for these dwellings.

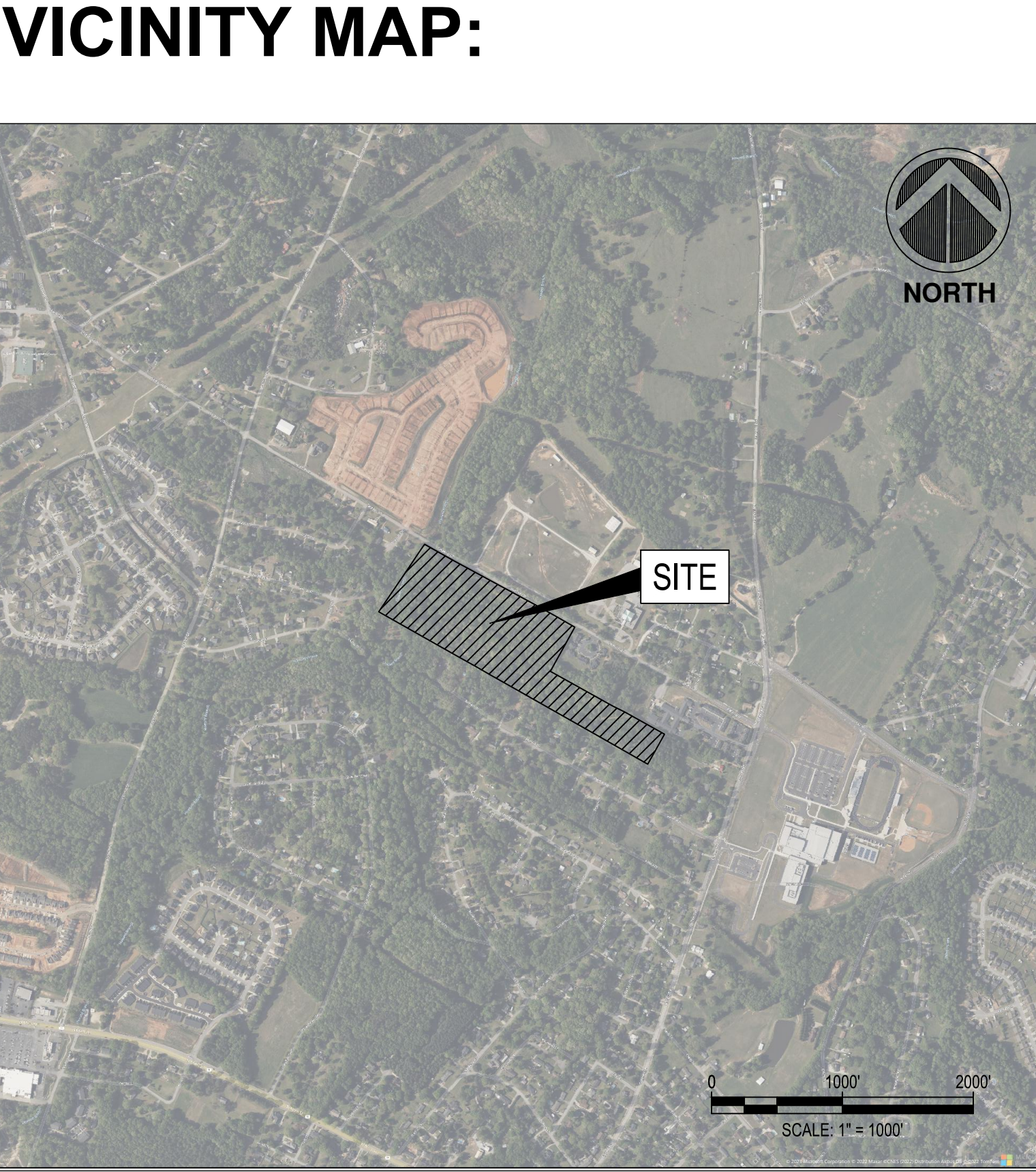
Sidewalks are proposed throughout the development and connect to Speedway Drive. No sidewalk is proposed on Speedway Drive. Fountain Inn High School is approximately 1,700 feet (about 1/3 of a mile) east along Speedway Drive, about an 8 minute walk. There are no existing sidewalks on Speedway Drive between the proposed development and the high school.

A Property Owner’s Association (POA) would be established and would be responsible for maintenance of common areas.

The Preliminary Development Plan identifies appropriate buffer yards as required by Section 5:11 of the City’s zoning ordinance.

STAFF RECOMMENDATION: Approval of the requested FRD, Flexible Review District zoning, as described by the Preliminary Development Plan and the Statement of Intent, with the condition that an emergency accessway must be provided in the eastern portion of the site, either as shown on the PDP between lots 54 and 55, or between lots 69 and 70 and connecting to and through the remainder of one of the subject parcels (that portion which is not part of this rezoning request but would remain in the Fountainside PD) located to the east on Quillen Avenue.

Appendix A – Statement of Intent, Preliminary Development Plan, and Natural Resources Inventory



PROJECT NAME: FOUNTAINSIDE TRAIL

PROJECT ADDRESS: SPEEDWAY DRIVE, FOUNTAIN INN, SC 29644

TAX MAP PARCEL INFORMATION:

TMS#: 0354000100300 & 0354000100309

OWNER: LA CASTALIA FARM INC.

ADDRESS: PO BOX 25, GREENVILLE, SC 29615

SITE INFORMATION:

SITE ACRES: 25.15-ACRES

FEMA INSURANCE MAP NO.:

FLOODPLAINS ARE LOCATED ON THE WESTERN PORTION OF THE SITE AS SHOWN ON FEMA FIRM MAP NO. 45045C0504E WITH EFFECTIVE DATE 8/18/2014.

WETLAND SUMMARY TABLE			
NUMBER	TYPE	AREA	LENGTH
1	PRPW TRIBUTARY	±0.13	702.3
2	PRPW TRIBUTARY	±0.01	73.4
3	WETLAND	±1.11	-
4	SRPW TRIBUTARY	±0.05	420.4
5	PRPW TRIBUTARY	±0.25	719.8
6	PRPW TRIBUTARY	±0.06	342.5
7	WETLAND	±0.02	-
8	PRPW TRIBUTARY	±0.04	301.5
TOTAL		±1.67	2559.9

SITE BOUNDARY, TOPOGRAPHY, WETLAND BOUNDARY AND FLOODPLAIN INFORMATION WAS OBTAINED FROM SURVEY BY 3D LAND SURVEYING DATED 07/28/18 AND GREENVILLE COUNTY GIS.

ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

HORIZONTAL DATUM: SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF 1983 BASED ON INTERNATIONAL FEET (SC83IF).

CAUTION

ALL INFORMATION SHOWN HAS BEEN LOCATED BY OTHERS, CIVIL INSIGHTS HAS NOT PHYSICALLY LOCATED THE PROPERTY BOUNDARIES OR FLOODPLAINS AND MAKES NO GUARANTEE THAT THE INFORMATION SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, CIVIL INSIGHTS FURTHER DOES NOT WARRANT THAT THE BOUNDARIES OR FLOODPLAINS ARE IN THE LOCATION INDICATED, ALTHOUGH CIVIL INSIGHTS DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.



PRELIMINARY

CIVIL INSIGHTS, INC.
PO BOX 441202
Kennesaw, Georgia 30160
Phone: (404) 556-5285 • Fax: (855) 644-6899
website: www.civil-insights.com

Land Planning • Infrastructure



FOUNTAINSIDE TRAIL
SPEEDWAY DRIVE
FOUNTAIN INN, SOUTH CAROLINA

NATURAL RESOURCES INVENTORY PLAN

Job No.:	SPD2301
Date:	06MAR23
Drawn:	SMP
Designed:	SMP
Reviewed:	TSMP
Approved:	TSMP
Scale:	AS NOTED

Sheet

CV-EXH-0002

Development Plan

(Please use this document as the format for the pre-application conference and for the final submittal of the rezoning application)

FOUNTAINSIDE TRAIL FRD - REVISED

1. Property Owner: La Castalia Farm, Inc,
Address: PO Box 561, Fountain Inn SC, 29644
Telephone Number: 864-561-2348

2. Applicant: SkeMcC, LLC
Name: Jamie McCutchen
Address: PO Box 8346, Greenville, SC 29604
Telephone Number: 864-313-4619
Email: jamie@redoakdevelopers.com

3. Date: March 25, 2023

4. Signature: _____

A handwritten signature in black ink, appearing to read 'J D McCutchen', is written over a horizontal line.

1) Preliminary Development Plan - The applicant shall submit a digital version and also reproducible vellum of the proposed FRD which shall include the following:

- ___ a) A boundary survey with vicinity map, title block, scale, and north arrow.
- ___ b) Total number of acres of the overall site.
- ___ c) Location and orientation of existing and proposed buildings, number of residential use by type, square footage of non-residential uses.
- ___ d) Primary traffic circulation pattern, including external and internal points of ingress and egress.
- ___ e) Location of parking areas and approximate number of parking spaces for use.
- ___ f) Any such information or descriptions as may be deemed reasonably appropriate for review.

2) Statement of Intent — The applicant shall submit three copies of a report setting forth the characteristics of the proposed FRD including the following: .

- ___ a) A description of the procedures of any proposed homeowners association or other group maintenance agreement.

A Property Owners Association, POA, will be established for Zones I and II. Zone 3 may be part of the same POA or a different POA. The association will address the specific needs of the project and will be responsible for maintenance of any entrances, including maintenance of signage, lighting, stormwater management and landscaping. It is the intent of this project to be served by a common stormwater management system.

- ___ b) A statement setting forth the proposed development schedule.

This statement is intended to describe in detail the proposed FRD of the approximately 25.15 acres on the south side of Speedway Drive, identified as TMS # 0354000100309 and a portion of 0354000100300 (the "Project"). The Project includes a portion of the current Planned Development known as Fountainside. This Statement of Intent will supersede previous zoning.

Development of the Project is expected to begin shortly after permits are acquired, which is anticipated to take 6 to 9 months after zoning approval. The primary circulation within the Project will be new public roads as shown on the Preliminary Development Plan. The project will have a primary entrance on Speedway Drive. It will have a secondary entrance that will be determined during the final design and may be an additional full access on Speedway Drive, or emergency only access on Speedway Drive. It may also be provided as an emergency access through the adjoining apartment development. There are several options for the secondary entrance, however the site engineering needs to be further along to determine the best option. Options for this are shown on the Preliminary Development Plan.

Fountainside Trail FRD

Statement of Intent

Page 2

Currently one parcel is approximately 8 acres and zoned PD (Planned Development) and one parcel is approximately 19.3 acres and zoned R-15. This FRD will incorporate the R-15 parcel and revise the existing PD as described herein. The limits of each zone are shown on the accompanying Preliminary Development Plan and are described as follows:

ZONE I

Zone I is approximately 14.1 acres in size and will be developed as residential. The residential development will be primarily single-family attached (townhomes) or single-family detached (homes). A maximum of 180 units will be allowed on Zone 1. A minimum of 2 parking spaces will be provided for each unit.

A perimeter setback of 25' from Speedway Drive and perimeter boundaries will be provided. As no interior setbacks are required within the PD, no other setbacks are provided.

The stormwater management system will be designed to meet and exceed state and local regulations and may incorporate low impact design standards, if practical. The POA will maintain this system.

Engineering and Architectural drawings and appropriate permits will be pursued prior to development.

ZONE II

Zone II is approximately 11.1 acres in size and will remain as open space and natural areas, except for walking trails, Swamp Rabbit Trail and necessary utilities. Zone II may include stormwater management features. We are currently coordinating with Greenville County and City of Fountain Inn on how to incorporate a Swamp Rabbit Trail extension through the property. One possibility is shown on the Preliminary Development Plan, however, that may be modified based upon County and City input.

The maximum overall density of the project will be 180 units (7.2 units/acre).

____ A statement of the public improvements both on- and off-site that are proposed for dedication and/or construction and an estimate of the timing for providing such improvements. .

Improvements will include construction of new roads to serve Zone I and extension of utilities as required for the development. We are also working with Greenville County and the City of Fountain Inn to plan for a portion of the Swamp Rabbit Trail to run through the property, including through Zone II. The Swamp Rabbit Trail will be dedicated for public use.

____ c) A statement of impact on public facilities including water, sewer collection and treatment, fire protection, etc., and letters from the appropriate agencies or districts verifying that such facilities or services are available and adequate to serve the proposed FRD.

Public utilities are available to the Project and will be utilized as needed. Utility letters confirming capacity for the project were previously obtained. Updated utility letters have been provided by Greenville Water and the City of Fountain Inn and are provided for reference. We are currently waiting on RE-WA confirmation of sewer capacity and will provide that to the City upon receipt.

- ___ d) A statement describing the architectural style, appearance and orientation of proposed buildings.

The townhomes and/or homes will be of a traditional style. Attached townhomes will be a minimum of 2 bedrooms and 800 SF. Detached homes will be a minimum of 3 bedrooms and 1200 SF. All townhomes and homes will have a minimum 1 car garage.

An example of the architectural style is provided with this Statement of Intent. Architectural style will be further developed as the project progresses. This sample is intended to be a general representation of the architectural style of the buildings.

- ___ e) A statement describing the landscaping and screening of proposed project.

Where landscape berms are utilized, they will vary in height and width to provide a more natural effect.

Landscape buffers will be provided as required to comply with Section 5:11 of the Zoning Ordinance and will be landscaped with Large Canopy Trees, deciduous trees and shrubs with groundcovers consisting of grasses and mulches. Additional landscaping will be provided within Zones I, including a minimum of one – 2” caliper tree per lot in Zone I. The Property Owners Associations will be responsible for the maintenance of their respective zones.

The buffer along existing creeks and streams will remain in its natural state. Additional landscaping will be added as needed to provide adequate screening for the Project.

- ___ f) A statement describing the maintenance and screening of any proposed pond, lake, or retention pond contained in the development.

Detention ponds and the storm water management systems will be designed to provide positive drainage for the entire Project. Any ponds will be either fenced or landscaped as appropriate for the situation and will comply with Section 5:11:7 of the Zoning Ordinance.

- ___ g) A statement describing pedestrian access and circulation throughout the project.

All proposed streets and parking areas will be engineered and constructed in accordance with City of Fountain Inn Regulations. Sidewalks and walking trails will be provided and will connect to existing sidewalks where practical. The community will include a mix of sidewalks and walking trails to provide for pedestrian access, exercise areas and to facilitate the walkability of the Project. The walking trails will work with Greenville County and City of Fountain Inn to incorporate room for the Swamp Rabbit Trail through the project.

Currently, there are plans to extend the Swamp Rabbit Trail within or adjacent to the Project and we will work to connect the community to the proposed trail.

Date: February 28, 2023

To: Mayors, Managers, Administrators, Clerks and
Local Revenue Service Contacts

From: Caitlin Cothran, Manager for Local Revenue Services

Re: Ordinance, Agreement, and Supplement for Local Revenue Service Programs
PROMPT ACTION REQUIRED

For many years, the Municipal Association has offered collection programs for certain business license taxes. These programs include the Insurance Tax Collection Program, the Brokers Tax Collection Program, and the Telecommunication Tax Program. The Municipal Association has collectively rebranded these programs as Local Revenue Services and has renamed the three business license programs as the Insurance Tax Program (ITP), the Brokers Tax Program (BTP), and the Telecommunication Tax Program (TTP).

In addition, by Act 176 of 2020,¹ the General Assembly standardized business licensing in the State of South Carolina. Following the adoption of this Act, the Municipal Association provided a revised model business license ordinance. Every municipality in the State has adopted a revised business license ordinance based on Act 176 and the new model ordinance.

As a result of the Local Revenue Services rebranding and the adoption of new local business license ordinances under Act 176, the Association is required to update the ordinances and agreement by which municipalities may participate in Local Revenue Services. Please note as follows:

- There are THREE attachments to this memo: (1) an ordinance to participate in Local Revenue Services, (2) an intergovernmental agreement for the programs, and (3) a program participant supplement by which a municipality elects which programs to join.
- In order to continue to participate in Local Revenue Services, **your municipality must (1) enact the attached ordinance and, (2) once the ordinance is enacted, sign the attached agreement and supplement.**
- The ordinance must be **completed where highlighted and then enacted exactly as written.**
- The agreement must be **signed exactly as written.**
- The supplement must be **completed where highlighted and then signed exactly as written.**
- The Setoff Debt Program is not affected by the attached documents, which relate only to ITP, BTP, and TTP.
- The Association must have a certified copy of your amended ordinance, together with the original signed agreement and supplement, by **May 26, 2023**. We will send you a copy of the final agreement with the Municipal Association's signature for your file. If you require an original signed agreement for your files, provide two signed agreements to the Municipal Association.

¹ The Business License Standardization Act, found at S.C. Code Sec. 6-1-400 to -420.

The new program documents will not substantially change the operation of the Local Revenue Services programs from your perspective. The Municipal Association will continue to administer and collect business license taxes within ITP, BTP, and TTP. The rates for the Municipal Association's services will remain exactly the same as they are now. Finally, distributions of collected amounts will be made in the same manner and at approximately the same times as they are now.

The substantial changes to the Local Revenue Services programs are as follows:

- The new agreement is an intergovernmental agreement among all of the participating governments, rather than a series of standalone agreements.
- Local Revenue Services will act in its own name as a division of the Municipal Association and will be governed by a committee of the Municipal Association's Board of Directors.
- The terms on which the Municipal Association is delegated the authority to resolve litigation on behalf of its members have been clarified.
- An appeals process, as required by and consistent with Act 176, has been formally adopted.

If you have questions about the attached documents, please contact Caitlin Cothran at (803) 354-4786 or ccothran@amsc.sc.

If your municipal attorney has questions about the attached documents, please direct him or her to contact Eric Shytle, General Counsel of the Municipal Association, at (803) 933-1214 or eshytle@masc.sc.

**AN ORDINANCE
2023-2**

AUTHORIZING AND DIRECTING THE CITY OF FOUNTAIN INN, SOUTH CAROLINA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT RELATING TO SOUTH CAROLINA LOCAL REVENUE SERVICES; TO PARTICIPATE IN ONE OR MORE LOCAL REVENUE SERVICE PROGRAMS; TO EXECUTE AND DELIVER ONE OR MORE PARTICIPANT PROGRAM SUPPLEMENTS; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Fountain Inn, South Carolina (the “Municipality”) is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, under State law, certain business license taxes are applicable in a manner or at a rate that applies throughout the State (“Statewide Business License Taxes”);

WHEREAS, such Statewide Business License Taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; and to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

WHEREAS, the Municipal Association of South Carolina (the “Association”) has previously established local revenue service programs in which the Association administers Statewide Business License Taxes on behalf of and for the benefit of participating municipalities;

WHEREAS, such local revenue service programs include a program known as the Insurance Tax Program (“ITP”) that administers business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; a program known as the Brokers Tax Program (“BTP”) that administers business license taxes applicable to brokers under Title 38, Chapter 45 of the S.C. Code; and a program known as the Telecommunications Tax Program (“TTP”) that administers business license taxes applicable to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

WHEREAS, the Municipality currently participates in ITP, BTP, and TTP;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2023-2 on May 11, 2023, in order to comply with the requirements of the Standardization Act (the “Current Business License Ordinance”);

WHEREAS, in connection with the enactment of the Standardization Act and the adoption of locally compliant business license ordinances, the municipalities of the State have determined that it would be advisable and prudent to update the existing local revenue service programs;

WHEREAS, in particular, the municipalities of the State have determined to establish and join South Carolina Local Revenue Services (“LRS”) by intergovernmental agreement, which among other things will administer Statewide Business License Taxes on behalf of its participants, including but not limited to by continuing to offer the services provided by the ITP, BTP, and TTP;

WHEREAS, Article VIII, Section 13(A) of the South Carolina Constitution provides that “(a)ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof;”

WHEREAS, the City of Fountain Inn Council of the Municipality (the “Council”) now wishes to authorize and direct the Municipality to join LRS and to participate in one or more local revenue service programs;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of Fountain Inn of the City of Fountain Inn as follows:

SECTION 1. Direction to Apply to and Join LRS. The form of the Local Revenue Services Agreement (the “Agreement”) pursuant to which a municipality may request to participate in LRS and, if approved, become a participant is attached hereto as Exhibit A. The City Administrator, or his or her designee (the “Executive Officer”) is hereby authorized and directed to apply to participate in LRS. If the Municipality’s application is approved by LRS, then the Executive Officer shall execute and deliver a counterpart to the Agreement in substantially the form attached hereto. The Council hereby approves the terms and conditions of and agrees to comply with the Agreement upon the execution and delivery thereof by the Executive Officer.

SECTION 2. Participation in Local Revenue Service Programs. The Council determines that, if admitted to LRS, the Municipality will participate in the ITP, the BTP, and the TTP. The Executive Officer is hereby authorized and directed to execute and deliver any required Participant Program Supplements (as such term is defined in the Agreement) as may be necessary to participate in such local revenue service programs.

SECTION 3. Business License Taxes Applicable to Insurance Companies. Notwithstanding anything in the Current Business License Ordinance to the contrary, the following provisions shall apply to insurance companies subject to Title 38, Chapter 7 of the S.C. Code.

- a) Except as set forth below, “gross premiums” for insurance companies means gross premiums written for policies for property or a risk located within the municipality. In addition, “gross premiums” shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company’s office located in the municipality, (2) the insurance company’s employee conducting business within the municipality, or (3) the office of the insurance company’s licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is

located based on the same premium.

- b) As to fire insurance, “gross premiums” means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.
- c) As to bail bonds, “gross premiums” shall exclude any amounts retained by a licensed bail bondsman as defined in Title 38, Chapter 53 of the S.C. Code for authorized commissions, fees, and expenses.
- d) Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums, or deposit.
- e) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not an office is maintained in the municipality.
- f) The business license tax for insurance companies under Title 38, Chapter 7 of the S.C. Code shall be established at the rates set forth below. Declining rates shall not apply.

NAICS Code

524113 **Life, Health, and Accident.** 0.75% of Gross Premiums.

524126 **Fire and Casualty.** 2% of Gross Premiums.

524127 **Title Insurance.** 2% of Gross Premiums.

- g) License taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

SECTION 4. Business License Tax Applicable to Brokers. Title 38, Chapter 45 of the S.C. Code (the “Brokers Act”) establishes a blended premium tax rate applicable to brokers of 6 percent, comprising a 4 percent State premium tax and a 2 percent municipal premium tax, each to be collected by the South Carolina Department of Insurance. Pursuant to §§ 38-45-10 and 38-45-60 of the Brokers Act, the Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker’s premium tax.

SECTION 5. Business License Taxes Applicable to Telecommunication Companies.

- a) Notwithstanding any other provisions of the Current Business License Ordinance, the business license tax for “retail telecommunications services,” as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by its amendment. Declining rates shall not apply.

- b) The business license tax year for retail telecommunications services shall begin on January 1 of each year. The business license tax for retail telecommunications services shall be due on January 1 of each year and payable by January 31 of that year, without penalty. The delinquent penalty shall be five percent (5%) of the tax due for each month, or portion thereof, after the due date until paid.
- c) In conformity with S.C. Code Section 58-9-2220, the business license tax for “retail telecommunications services” shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.
- d) Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement. All fees collected under such a franchise or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

SECTION 6. No Exemption for Interstate Commerce. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

SECTION 7. LRS to Appoint Business License Official and to Designate Appeals Board. Pursuant to the Agreement, LRS is hereby authorized to appoint one or more individuals (each, an “LRS Business License Official”) to act as the Municipality’s business license official for purposes of administering Statewide Business License Taxes. In addition, LRS is hereby authorized pursuant to the Agreement to designate an appeals board (the “Appeals Board”) for purposes of appeals arising with respect to such taxes. The LRS Business License Official so appointed and the Appeals Board so designated shall have all of the powers granted to the Municipality’s business license official and appeals board under the Current Business License Ordinance, except as may be modified by this ordinance.

SECTION 8. Appeals Process. With respect to the calculation, assessment, and collection of Statewide Business License Taxes, in lieu of the appeals process described in the Current Business License Ordinance, the following appeals process required by S.C. Code Section 6-1-410 shall apply:

- a) If a taxpayer fails or refuses to pay a Statewide Business License Tax by the date on which it is due, the LRS Business License Official may serve notice of assessment of the Statewide

Business License Tax due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.

- b) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- c) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

SECTION 9. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective on the date of final reading.

ENACTED IN REGULAR MEETING, this ____ day of _____, 20 ____.

Mayor

ATTEST:

Clerk

First reading: _____

Final reading: _____

LOCAL REVENUE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ A.D., 20____, by and among the Municipal Association of South Carolina (the “Association”) and all the parties who are now or may hereafter become participants (“Participants”) in South Carolina Local Revenue Services, a division of the Association (“LRS”),

WITNESSETH:

WHEREAS, certain governmental functions may be more efficiently and effectively provided in cooperation with other governments, particularly when the sharing of such functions may deliver economies of scale, avoid redundancies in staffing, facilitate intergovernmental communication and coordination, benefit the citizens and taxpayers of the State by offering single points of contact, and allow retention of highly trained and specialized staff or private contractors in situations in which it would not be cost effective for a single government to retain such professionals;

WHEREAS, Article VIII, sec. 13 of the South Carolina Constitution provides that any incorporated municipality “may agree with . . . any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof,” and that “[n]othing in this Constitution may be construed to prohibit the State or any of its counties, incorporated municipalities, or other political subdivisions from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State;”

WHEREAS, S.C. Code § 4-9-41(A) provides that any “incorporated municipality ... may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution;”

WHEREAS, certain municipalities in the State have determined that it would be effective and efficient to jointly perform certain functions, including without limitation the business license functions more fully described below;

WHEREAS, LRS is a division of the Association and a committee of the board of directors of the Association and will establish or continue one or more Revenue Service Programs (as hereinafter defined); and

WHEREAS, the Participants, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to authorize LRS to perform the functions and exercise the powers herein described;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each signatory hereof to the other, the parties hereto agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "Appeals Board" means the board created pursuant to Section 8 hereof for purposes of hearing and determining appeals under this Agreement.
- (b) "Association" means the Municipal Association of South Carolina.
- (c) "Gross Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the total amount of Impositions collected by LRS during such period.
- (d) "Imposition" means any tax, fee, rate, charge, fine, penalty, or interest charge that has been lawfully imposed by a Participant and for which a Revenue Service Program has been established. Such Impositions include, without limitation, Statewide Business License Taxes.
- (e) "LRS" means South Carolina Local Revenue Services, established by this Agreement.
- (f) "LRS Board of Directors" means the board of directors of LRS.
- (g) "LRS Business License Official" shall mean the person designated from time to time by the LRS Board of Directors to act as the business license official (as such term is used in S.C. Code §§ 6-1-400 to -420) with respect to one or more Revenue Service Programs. The LRS Board of Directors may, but need not, designate different persons as the LRS Business License Official for different Revenue Service Programs.
- (h) "Participant" means a local government that has become a participant in LRS by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart.
- (i) "Net Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the amount of Gross Proceeds that remain for distribution to Participants after the payment of operation and maintenance expenses (including, without limitation, LRS's compensation) for such period.
- (j) "Revenue Service Programs" means any one or more programs established or continued by LRS to administer, assess, collect, and enforce Impositions. Such Revenue Service Programs may include, without limitation, programs for the administration, assessment, collection, and enforcement of Statewide Business License Taxes.
- (k) "S.C. Code" means the South Carolina Code of Laws of 1976, as amended.
- (l) "State" means the State of South Carolina.
- (m) "Statewide Business License Taxes" means business license taxes that, pursuant to the S.C. Code, are applicable in a manner or at a rate that applies throughout the State. Such business license taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code; and such other business license taxes as may now or hereafter be made

applicable throughout the State in a manner or at a rate that has been established by State law.

Section 2. Authorization of LRS. The municipalities that are initial signatories hereto do hereby establish LRS and authorize it to perform the functions and exercise the powers described in this Agreement. The functions to be performed hereunder are more specifically described in Section 5 below and the powers to be exercised are more specifically described in Section 6 below. The Participants, regardless of their respective dates of admission to LRS, further agree as follows:

- (a) The functions and powers described in this Agreement would be more efficiently and effectively performed and exercised in cooperation with other governments through LRS;
- (b) The Participants shall comply with the conditions of this Agreement and, by joining LRS, shall jointly perform the functions and exercise the powers herein described by contract with LRS.

Section 3. Participation. The right to participate in LRS shall be limited to local governments within the State. A qualifying entity may become a Participant by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart. LRS shall be sole judge of whether an applicant shall be admitted as a Participant. A Participant may be suspended or expelled by the LRS Board of Directors from LRS, provided that such suspension or expulsion shall not be effective until 30 days after written notice of suspension or expulsion has been mailed to it.

Section 4. LRS Board of Directors. LRS shall be governed by a Board of Directors containing five Directors. The members of the Association's Executive Committee (comprising the President, First Vice President, Second Vice President, Third Vice President, and Immediate Past President of the Association) shall serve *ex officio* as Directors of LRS, with terms of office coterminous with their terms as officers of the Association. The President of the Association, or in his or her absence the First Vice President of the Association, shall serve as chair at meetings of the LRS Board of Directors. With respect to LRS's officers, the members of the LRS Board of Directors shall occupy the same offices as they do with respect to the Association.

Section 5. Functions of LRS. LRS may, and at the direction of and subject to the control of the LRS Board of Directors shall, establish or continue one or more Revenue Service Programs including, without limitation, for the administration, assessment, collection, and enforcement of Statewide Business License Taxes and other Impositions related to Statewide Business License Taxes. LRS's functions with respect to the Revenue Service Programs shall include, without limitation, training employees; developing resources to assist business license functions; making necessary investigations into entities or individuals subject to Impositions; developing databases for the application, calculation, allocation, and distribution of Impositions; establishing procedures for determining and calculating the amounts due as Impositions; communicating with entities or individuals subject to Impositions; collecting current and delinquent Impositions; initiating, defending, managing, resolving, and settling disputes or litigation matters that affect more than

one Participant; and acquiring, licensing, developing, improving, maintaining, and protecting software and other information technology infrastructure.

Section 6. Powers of LRS. LRS shall have the following powers:

- (a) adopt bylaws for the regulation of its affairs and the conduct of its business and prescribe rules and policies and promulgate regulations in connection with the performance of its functions and duties;
- (b) adopt an official seal and alter it at its pleasure;
- (c) maintain an office at a place it determines;
- (d) sue and be sued in its own name and plead and be impleaded;
- (e) require documentation of amounts due from taxpayers, including without limitation by requiring reconciliation reports in which the taxpayer provides sufficient information to verify whether revenues of the taxpayer are appropriate for exclusion as non-municipal revenues and to determine the proper allocation of Impositions among Participants;
- (f) receive, administer, and comply with the conditions and requirements of a gift, grant, or donation of property or money;
- (g) acquire by purchase, lease, gift, or otherwise, or obtain options for the acquisition of, any property, real or personal, improved or unimproved, including an interest in land less than the fee thereof in conformity with state law;
- (h) sell, lease, exchange, transfer, mortgage, or otherwise dispose of, or grant options for any such purposes with respect to, any real or personal property or interest therein in conformity with state law;
- (i) make and execute contracts, agreements, or other undertakings with such agents, service contractors, persons, firms, corporations, and attorneys as it deems appropriate to perform its functions and exercise its powers;
- (j) acquire, license, develop, improve, maintain, and protect software and other information technology infrastructure;
- (k) employ professionals, support staff, attorneys, appraisers, financial advisors, and other consultants and employees as required in the judgment of LRS and fix and pay their compensation from funds available to LRS for that purpose;
- (l) transact any lawful business that will aid the purposes and functions of LRS;
- (m) make payments or donations, or do any other act, not inconsistent with law, that furthers the business and affairs of LRS; and
- (n) do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of LRS

Section 7. Attorney-in-Fact Designation; Dispute Resolution and Conduct of Litigation. Each Participant hereby appoints LRS and its designees as its agent and attorney-in-fact to act on its behalf with respect to Impositions. As agent and attorney-in-fact, LRS shall be fully empowered to initiate, defend, manage, resolve, and settle any disputes or litigation (whether in its own name or in the name of the Participants) relating to Impositions owing or payable to one or more Participants; to pay all expenses, costs, and judgments that might be incurred against LRS when acting on behalf of its Participants for communication, investigation, negotiation, enforcement, defense, or settlement with respect to Impositions; and to take all other actions as may be necessary to administer, collect, investigate, enforce, and implement the Revenue Service Programs. Each Participant, pursuant to Rule 17 of the S. C. Rules of Civil Procedure and Rule 17 of the Federal Rules of Civil Procedure, specifically acknowledges the standing of LRS to prosecute a civil action for collection in its behalf and hereby ratifies any such action that LRS may commence.

The LRS Board of Directors may, by majority vote, authorize a third party (including without limitation the Association) to act as attorney-in-fact to the same extent as set forth in this section on behalf of the Participants.

LRS's authority to initiate, defend, manage, resolve, and settle disputes and litigation shall be subject to the following terms and conditions:

- (a) If, with respect to any particular dispute, a proposed compromise or settlement would reduce the amount asserted by LRS to be payable to an individual Participant by more than ten percent (10%) of the total amount remitted by LRS to such Participant in the immediately preceding year for the relevant Revenue Service Program, then, notwithstanding subsections 7(b) and 7(c) below, LRS shall be required to secure the written consent of such Participant before compromising or settling such dispute with respect to such Participant. Otherwise, LRS shall be entitled to compromise or settle such dispute on behalf of each Participant without further authorization by such Participants beyond that contained herein.
- (b) Any proposed compromise or settlement that would result in a reduction of \$100,000 or less from the amount originally claimed to be due and owing by LRS may be approved or denied by LRS without separate approval by the LRS Board of Directors. The LRS Board of Directors shall, by appropriate action from time to time, designate one or more staff members or contractual counterparties who are authorized to compromise or settle such disputes.
- (c) Any proposed compromise or settlement that would result in a reduction of more than \$100,000 from the amount originally claimed to be due and owing by LRS must be approved or denied by the LRS Board of Directors.

- (d) Any proposed compromise or settlement that would result in a waiver of penalties, interest, late charges, or other amounts owing due to late payment of an Imposition must be approved or denied by the LRS Board of Directors.

Section 8. Appeals Process. The Participants acknowledge that, pursuant to local ordinances, regulations, and rules, each Participant has its own procedures by which matters relating to the calculation, assessment, and collection of business license taxes may be appealed. With respect to Impositions subject to this Agreement, however, each Participant has enacted a local ordinance by which appeals relating to such Impositions are excluded from the otherwise applicable local ordinance. Each Participant agrees that the appeals process described in this Section shall apply to all appeals relating to Impositions subject to this Agreement. Each Participant hereby consents to the adoption of the appeals process described in this Section; specifically declares its intention that such appeals process shall be deemed an exception to its otherwise applicable local ordinances, regulations, and rules; and agrees that it has or will approve such appeals process by appropriate local action.

- (a) There is hereby created a board for purposes of hearing appeals pursuant to this Section (the “Appeals Board”). The Appeals Board shall contain three members. The President of the Association, the Executive Director of the Association, and the President of the South Carolina Business Licensing Officials Association (“BLOA”) shall each serve *ex officio* as members of the Appeals Board, with terms of office coterminous with their terms as officers of the Association or BLOA, as appropriate. The President of the Association, or in his or her absence the Executive Director of the Association, shall serve as chair at meetings of the Appeals Board.
- (b) With respect to the calculation, assessment, and collection of Impositions, the following appeals process, as required by Section 6-1-410, shall apply.
- (1) If a taxpayer fails or refuses to pay an Imposition by the date on which such Imposition is due, the LRS Business License Official may serve notice of assessment of the Imposition due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.
- (2) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS

in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.

- (3) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

Section 9. LRS May Be Separately Organized. Hereafter, the LRS Board of Directors may determine, for corporate governance, recordkeeping, and operational purposes, that LRS should be established as a separate entity, either under the South Carolina Nonprofit Corporation Act, currently codified at Title 33, Chapter 31 of the S.C. Code, or otherwise. If the LRS Board of Directors so determines, it may take all such actions as may be necessary to organize LRS as a separate entity without further approval by the Participants, provided that such organization shall not otherwise vary or modify the terms of this Agreement except to the extent necessary to reflect the new organizational structure of LRS.

Section 10. Participation in a Revenue Service Program. A Participant may elect to participate in a Revenue Service Program by signing and delivering a separate supplement to this Agreement with respect to such Revenue Service Program (each, a "Participant Program Supplement"). The Participant Program Supplements shall be substantially identical within each Revenue Service Program. The form of the Participant Program Supplement is attached hereto as Appendix A.

Section 11. Collection of Impositions; Distributions; Payment for Services; Prohibition on Lobbying Activity.

- (a) LRS shall collect, subject to the Participant Program Supplements, all Impositions subject to this Agreement.

- (b) The Participants will compensate LRS for its services. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of each Participant within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Participants acknowledge that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to each Participant separately within each Revenue Service Program. Hereafter, and notwithstanding Section 13 below, the LRS Board of Directors by majority vote may amend the compensation method by giving notice to all participating Participants at least ninety days prior to the effective date of such amendment. Such amendment shall become effective after the ninety-day notice period with respect to each Participant without further action by such Participant, provided that such Participant may withdraw from participation at any time within ninety days after notice of the amendment is provided.
- (c) LRS will regularly, and not less than once in each calendar quarter, distribute the Net Proceeds to Participants.
- (d) No funds or personnel of LRS may be used or employed to influence any election; support or oppose any partisan organization; support or oppose the enactment, repeal, or modification of any federal or state legislation; or seek to influence any federal or state local government officials in the discharge of their official functions.

Section 12. Fiscal Year. LRS shall operate on a fiscal year from 12:01 a.m. January 1 of each year to 12:00 midnight December 31 of the succeeding year (the “LRS Year”). Application for participation, when approved in writing by LRS shall constitute a continuing contract for each succeeding LRS Year unless cancelled by LRS.

Section 13. Amendment. This Agreement may be amended by an agreement executed by those Participants constituting a majority of the Participants in LRS during the current LRS Year. In lieu of this amendment procedure, the Participants hereby appoint a 4/5 majority (i.e., at least four Directors) of the LRS Board of Directors agents to make any amendments to this Agreement that would not fundamentally alter the contemplated arrangement. Written notice of any amendment proposed for adoption by the LRS Board of Directors shall be mailed to each Participant not less than 30 days in advance. Written notice of amendments finally adopted by the LRS Board of Directors shall be mailed to each Participant not more than 30 days after adoption.

Section 14. Terms Applicable on Admission. Any entity that formally applies to participate in LRS and is accepted by LRS shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof. A Participant may withdraw from participation by delivery of written notice of withdrawal at least 90 days prior to the end of an LRS Year, to be effective as of the end of such LRS Year.

Section 15. Term; Dissolution. LRS has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to LRS shall continue for an indefinite period. However, the LRS Board of Directors reserves the right at any time to terminate LRS by a written instrument to that effect executed by at least four-fifths (4/5) of the members of the LRS Board of Directors. Such written termination notice shall be delivered to each Participant no less than 120 days prior to the effective date of termination. In the event of such termination, Participant contributions shall cease as of the date of termination and the assets then remaining in the fund shall continue to be used and applied, to the extent available, for the (a) payment of claims arising prior to such termination and (b) payment of reasonable and necessary expenses incurred in such termination. Any monies or other assets thereafter remaining in LRS shall be distributed pro rata to the Participants in LRS as of the day of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the LRS Board of Directors shall continue to serve for such period of time and to the extent necessary to effectuate termination of LRS.

[signatures appear on following page]

IN WITNESS WHEREOF, the Participants listed below acknowledge their participation in LRS and acceptance of obligations thereunder, by the due execution hereof, following appropriate governmental body approval, by its mayor or other duly authorized official. Further, LRS has caused these presents to be signed by its President and attested by its Vice President.

MUNICIPAL ASSOCIATION OF SOUTH CAROLINA

B. Todd Glover, Executive Director

**LOCAL REVENUE SERVICES, A DIVISION OF THE
MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

Mayor Rick Osbon, President of LRS

ATTEST:

Mayor Barbara Blain-Bellamy, Vice President of LRS

PARTICIPANT SIGNATURE PAGE

CITY OF FOUNTAIN INN, SOUTH CAROLINA

Name:

Title:

ATTEST:

Name:

Title: Clerk of the City of Fountain Inn, SC

APPENDIX A: FORM OF PARTICIPANT PROGRAM SUPPLEMENT

WHEREAS, the City of Fountain Inn, South Carolina (the “Municipality”) has applied for and been approved to participate in South Carolina Local Revenue Services (“LRS”);

WHEREAS, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the “Agreement”) by and among itself and all other participants in LRS;

WHEREAS, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

WHEREAS, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

WHEREAS, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

NOW, THEREFORE, the Municipality hereby agrees with LRS as follows:

Section 1. Participation in Revenue Service Programs. The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP / BTP / TTP.

Section 2. Term. This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

Section 3. Payment for Services. The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

Section 4. Expenses; Fund Accounting. (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

Section 5. Special Provisions for BTP. (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the “Brokers Insurance Statute”), the Municipality designates the Municipal

Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance ("DOI") and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

PARTICIPANT PROGRAM SUPPLEMENT

WHEREAS, the City of Fountain Inn, South Carolina (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

WHEREAS, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

WHEREAS, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

WHEREAS, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

WHEREAS, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

NOW, THEREFORE, the Municipality hereby agrees with LRS as follows:

Section 1. Participation in Revenue Service Programs. The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP / BTP / TTP.

Section 2. Term. This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

Section 3. Payment for Services. The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

Section 4. Expenses; Fund Accounting. (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

Section 5. Special Provisions for BTP. (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the "Brokers Insurance Statute"), the Municipality designates the Municipal

Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance (“DOI”) and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

Name:

Title:

ATTEST:

Name:

Title: City of Fountain Inn, Municipal Clerk

**CITY OF FOUNTAIN INN, SOUTH CAROLINA
ORDINANCE 2023-3**

**AMENDING CHAPTER 11, ARTICLE II, SECTION 11-42 OF THE CITY
CODE TO PROVIDE FOR A FRANCHISE FEE FOR CABLE SERVICE
PROVIDERS; AND PROVIDING FOR OTHER RELATED MATTERS.**

WHEREAS, the City Council has determined that it is in the City's best interest, as provided by State law, including the South Carolina Competitive Cable Services Act, enacted as Act 288 of 2006, effective May 23, 2006, to set a franchise fee rate for the City at the maximum amount allowable by law for any cable service provider at the expiration of any existing franchise with the City or at termination by the cable service provider of an existing franchise with the City;

NOW, THEREFORE, BE IT ORDAINED by the City Council, duly assembled, based on the information described in the recitals above and the information contained below:

1. Chapter 11, Article II, section 11-42(b) of the City Code is amended by striking the subitem in its entirety and inserting the following:

Except as otherwise provided in this section, the annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. A franchise fee rate of the maximum amount allowable by law, which is, as of the enactment of this subitem, 5% of the gross revenues derived from the operation of a cable system to provide cable service, as defined in Article 3, Chapter 12 of Title 58 of the South Carolina Code, is imposed for all cable service providers. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement. Notwithstanding any provisions of the expired or terminated franchise, the City, in the event of expiration or termination of a franchise, reserves all rights to impose on the service provider all *ad valorem* taxes, service fees, sales tax, or other taxes and fees lawfully imposed or to be imposed on other businesses in the City.

2. The maximum franchise fee rate allowed by controlling law shall apply to the applicant's provision of cable or video service in the City. The City reserves all rights to impose on the applicant all *ad valorem* taxes, service fees, sales tax, or other taxes and/or fees lawfully imposed or to be imposed on other businesses in the City.

3. The City reserves to itself all rights under the Constitution of the State of South Carolina, specifically Article 8 section 15, and under State law, specifically the South Carolina Competitive Cable Services Act, and under any superseding Federal law.

4. The Mayor, and the City Clerk, for and on behalf of the City, are each authorized and directed to do any and all things reasonably necessary and prudent to effect this Ordinance's intent.

5. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

6. The amendment provided in this Ordinance shall be codified as part of the Code of Ordinances of the City of Fountain Inn, South Carolina, 1992, as amended, or as otherwise provided as part of the City's next re-codification.

This Ordinance is effective immediately on enactment by City Council.

[ONE SIGNATURE PAGE FOLLOWS]
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CITY OF FOUNTAIN INN, SOUTH CAROLINA

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:

Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC

First Reading: April 13, 2023
Second Reading / Final Approval: May 11, 2023

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

To: Mayor and Members of City Council
From: Shawn M. Bell, City Administrator

April 13, 2023

Regular City Council Meeting

☒ Ordinance/First Reading ☐ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested:** April 13, 2023**Ordinance/Resolution Caption:**

An Ordinance to Provide for the Amendment of the Official Zoning Map of the City of Fountain Inn; and Various Matters Related Thereto.

Summary Background:

Z 2022-010 would (technically) rezone 24.22 acres TMS# 0555010101603 from PD, Planned Development to PD, Planned Development, Major Change. The zoning would remain in the Eagle Springs Planned Development but would amend the preliminary layout to allow two single-family homes to be constructed on the parcel.

The previously approved development plan from 2008 showed 20+ houses to be constructed on this tax parcel along Fairway Forest Drive; this amendment supersedes that layout. It DOES NOT automatically result in a lower density in Zone #3 of the PD; density would simply be shifted to other locations and remain at 174 potential homes.

For this reason, staff in precaution would qualify this as a Major Change for Planning Commission consideration:

5:9.1.8. Changes to Planned Development Districts. Changes to a proposed Planned Development district or to an approved Planned Development district may be permitted in accordance with one of the following procedures as determined by the Zoning Administrator:

- any change which the Zoning Administrator determines would significantly alter the character of the PD

The Planning Commission voted in favor of the change in a 5-0 vote in favor at the October 4, 2022 meeting.

Gary Jones spoke as applicant. He stated he wants to subdivide the existing parcel in two for a house for himself and his daughter, not affect the Planned Development or remaining golf course in any significant way.

This does not include any portions of Zone #3 included in the 2021 Eagle Springs Planned Development zoning case. Neighborhood residents were in attendance but not spoke in opposition.

Impact If Denied:

The parcel would remain under the current PD zoning but the Development Plan would reflect building a major subdivision with access off Fairway Forest Drive.

Impact If Approved:

The parcel would remain under the current PD zoning but the Development Plan would a simple plat subdivision (one lot to two) with access off Fairway Forest Drive. No other units could be constructed on the current parcel.

Financial Impact:

The number of units proposed for Eagle Springs Planned Development would remain the same. Two custom homes would generate some revenue for the City. There is no anticipated future development on Carolina Springs Golf Course.

AN ORDINANCE

AN ORDINANCE TO AMEND THE OFFICAL ZONING MAP OF FOUNTAIN INN, SAID AMENDMENT BEING FOR THE PURPOSE OF CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY HEREIN DESCRIBED.

WHEREAS, the City of Fountain Inn received a petition for re-zoning of the real property described herein; and

WHEREAS, The Fountain Inn Planning Commission conducted a public hearing on the re-zoning petition and after having duly considered same and the receiving a staff report voted to approve the re-zoning request from PD, Planned Development District to PD-MC, Major Change;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Fountain Inn, South Carolina:

SECTION 1: That the real property referred to herein is described fully in Docket Number FI-2022-031 and is on Fairway Forest Drive containing approximately 24.22 acres, Greenville County Tax Map 0555010101603, located in the City of Fountain Inn, South Carolina and more fully described on Exhibit A attached hereto and made a part hereof by reference.

SECTION 2: The Properties are hereby rezoned PD, Planned Development District to PD, Planned Development District, Major Change.

SECTION 3: This Ordinance shall be effective upon second and final reading by the City Council.

DONE IN REGULAR MEETING THIS ____ DAY OF _____, 2022.

SIGNATURE OF MAYOR:

George Patrick McLeer

ATTEST:

APPROVED AS TO FORM:

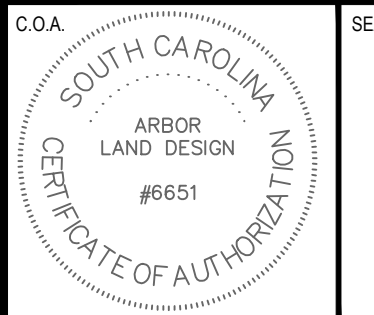
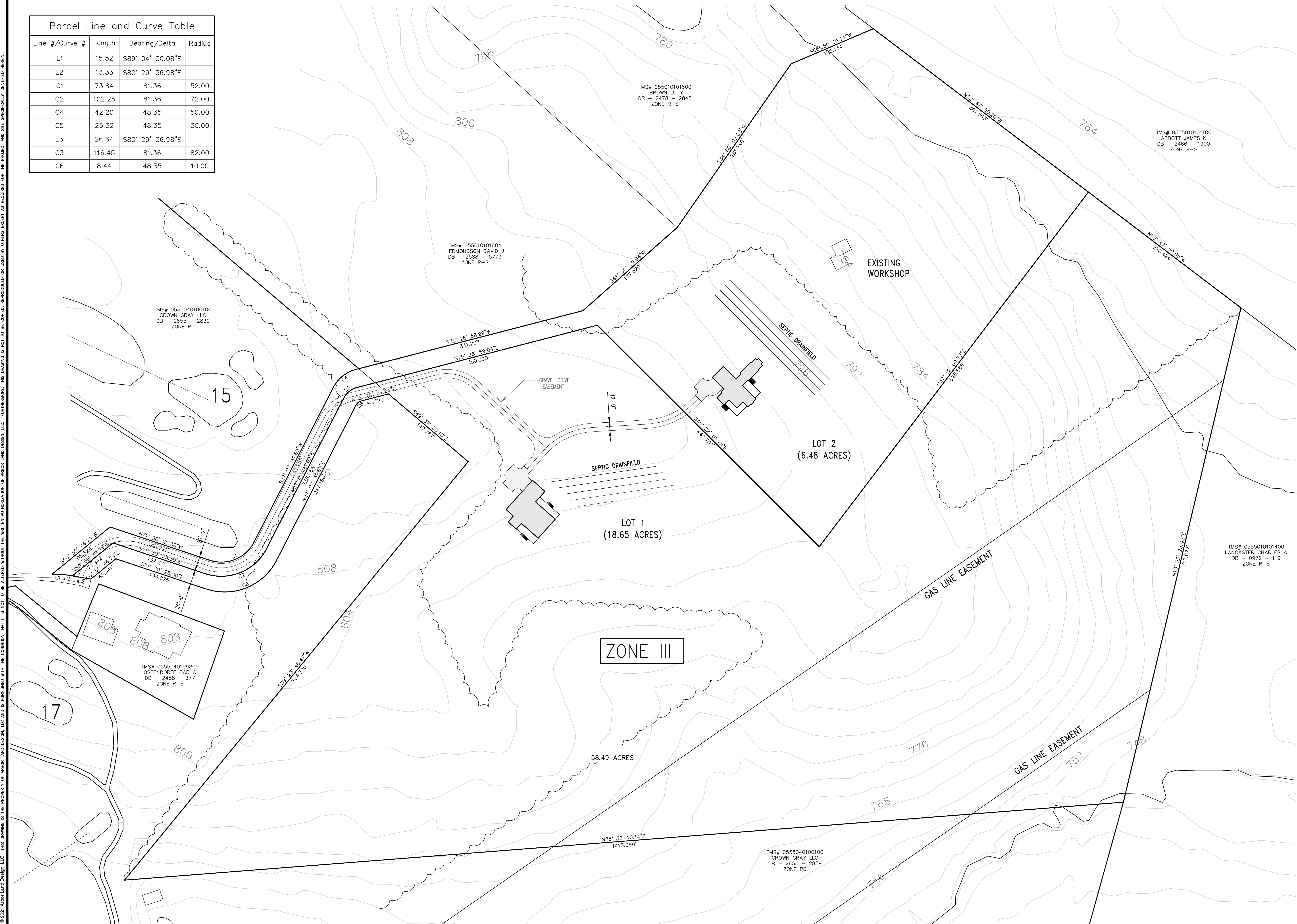
Sandra H. Woods
City Clerk

Michael E. Kozlarek
City Attorney

FIRST READING: _____

SECOND READING: _____

Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
L1	15.52	S89° 04' 00.08"E	
L2	13.33	S80° 29' 36.98"E	
C1	73.84	81.36	52.00
C2	102.25	81.36	72.00
C4	42.20	48.35	50.00
C5	25.32	48.35	30.00
L3	26.64	S80° 29' 36.98"E	
C3	116.45	81.36	82.00
C6	8.44	48.35	10.00

[illegible]

LEGEND

EAGLE SPRINGS PLANNED DEVELOPMENT

FOUNTAIN INN SOUTH CAROLINA

JONES
RESIDENTIAL PROPERTY
ZONE III

DRAWN:	JD3	DATE:	AUGUST 9, 2022
DESIGN:	JD3	HORIZONTAL SCALE:	1"=60'
APPROVED:	JD3	VERTICAL SCALE:	N/A

GRAPHIC SCALE
60' 0' 60' 120'
SCALE: 1"=60'

JOB NO. 20046

DRAWING NO.	SHEET NO.
EDB-1	

FDP-1 1 OF 2Page 84 of 84

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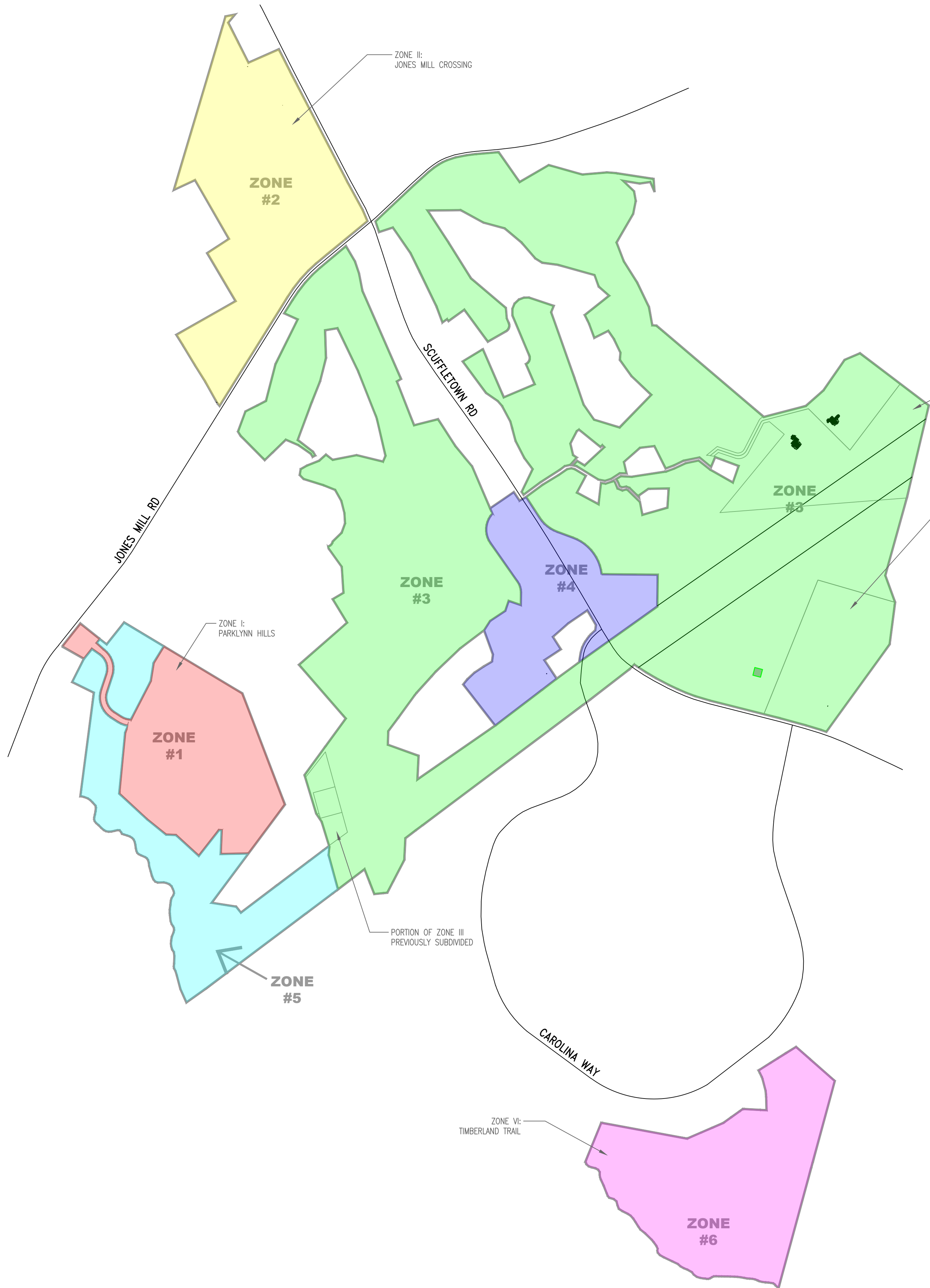


TABLE 1.1 LOCATION AND ACREAGE OF VARIOUS USE TYPES			
ZONE I	31.01± Ac.	SINGLE FAMILY ESTATE HOMES 2,000 sf min. - 3-4 BEDROOMS	
ZONE II	45.89± Ac.	SINGLE FAMILY DETACHED HOMES 1500 sf min. - 3-4 BEDROOMS	
ZONE III	271.20± Ac.	SINGLE FAMILY ATTACHED/DETACHED HOMES 1200 sf min. - 3-4 BEDROOMS	
ZONE IV	25.11± Ac.	MIXED USE VILLAGE CENTER 1200 sf min. ATTACHED/DETACHED HOMES	
ZONE V	31.48± Ac.	OPEN SPACE	
ZONE VI	40.96± AC.	SINGLE FAMILY DETACHED HOMES 1500 sf min. - 3-4 BEDROOMS	

TABLE 1.2 PARKING AVAILABLE FOR EACH ZONE		
ZONE I	2 PER UNIT	RESIDENTIAL
ZONE II	2 PER UNIT	RESIDENTIAL
ZONE III	2 PER UNIT	GOLF COMMUNITY
ZONE IV	TO MEET FOUNTAIN INN STANDARDS	MIXED USE VILLAGE CENTER
ZONE V	0	OPEN SPACE
ZONE VI	2 PER UNIT	RESIDENTIAL

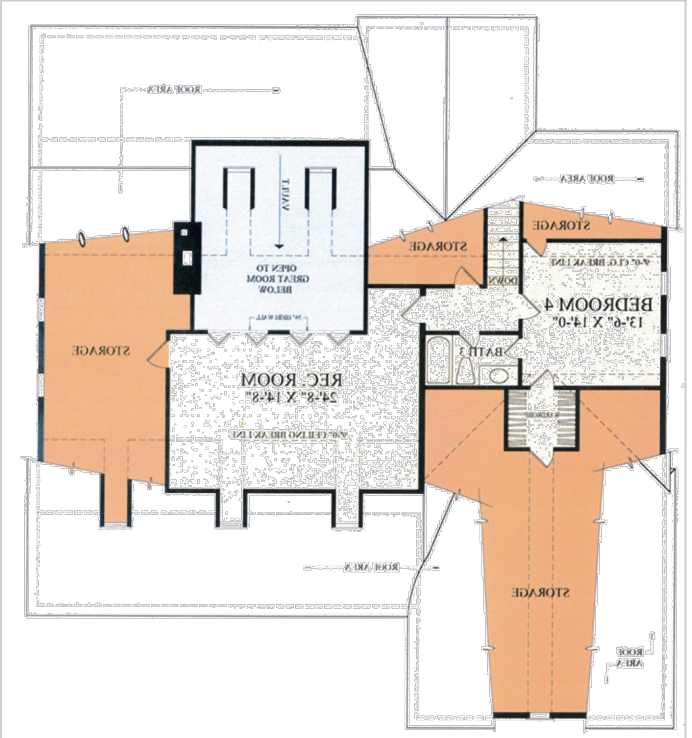
TABLE 1.3 DENSITY OF RESIDENTIAL AREAS				
	UNITS	ACREAGE	DENSITY	UNITS USED
ZONE I	90	31.01± Ac.	2.90	90
ZONE II	136	45.89± Ac.	2.96	136
ZONE III	174	271.20± Ac.	0.64	5
ZONE IV	50	25.11± Ac.	1.99	0
ZONE V	0	31.48± Ac.	0	0
ZONE VI	64	40.96± Ac.	1.56	64
TOTAL	514	445.65± Ac.	1.15	295



HOUSE 1 ELEVATION (NTS)



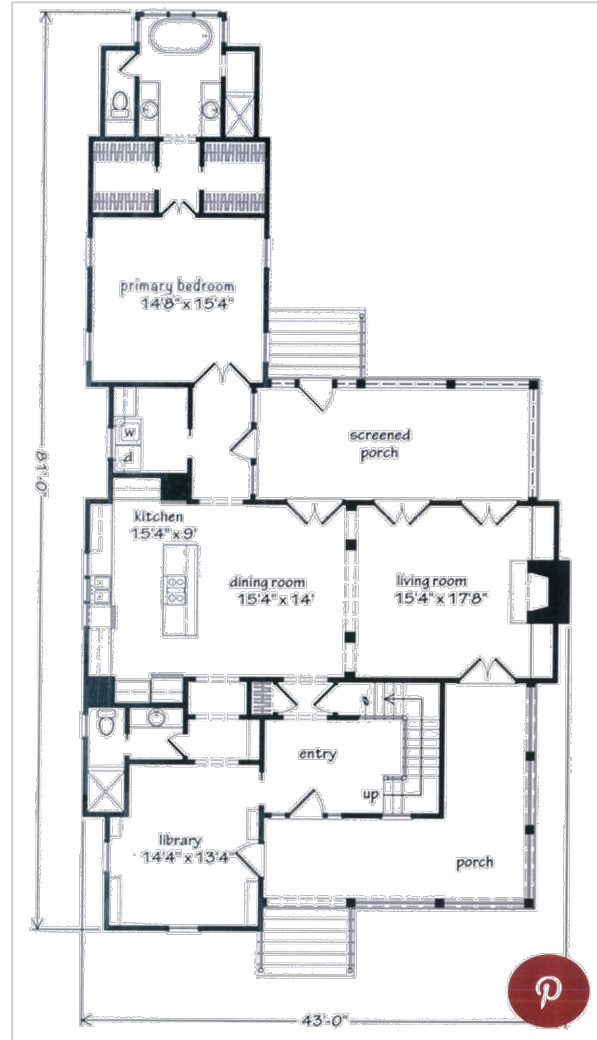
HOUSE 1 FIRST FLOOR PLAN (NTS)



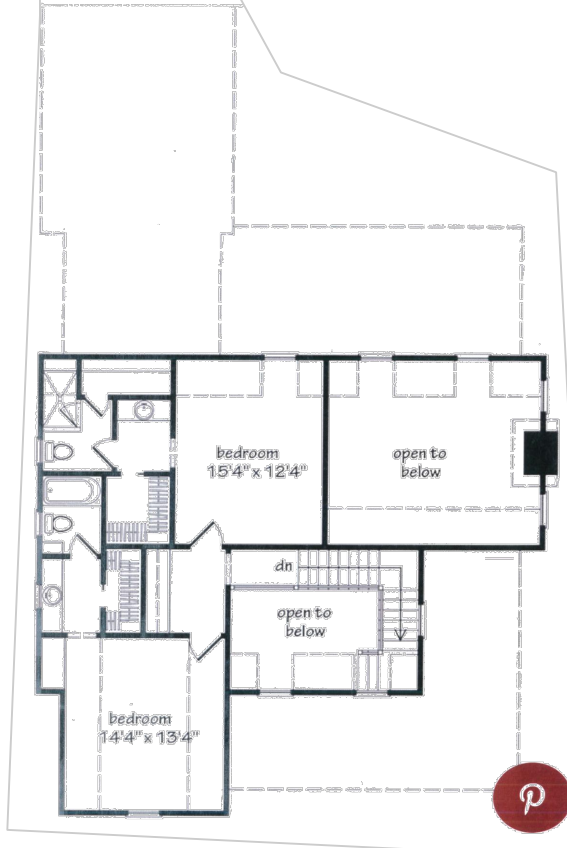
HOUSE 1 SECOND FLOOR PLAN (NTS)



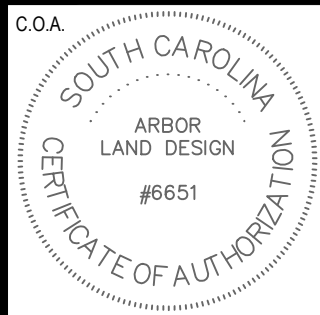
HOUSE 2 ELEVATION (NTS)



HOUSE 2 FIRST FLOOR PLAN (NTS)



HOUSE 2 SECOND FLOOR PLAN (NTS)



REVISIONS

NO.	DATE	DESCRIPTION	BY

LEGEND

EAGLE SPRINGS
PLANNED
DEVELOPMENT

FOUNTAIN INN SOUTH CAROLINA

JONES
RESIDENTIAL PROPERTY
ZONE III

DRAWN: JD3 DATE: AUGUST 9, 2022
DESIGN: JD3 HORIZONTAL SCALE: 1"=60'
APPROVED: JD3 VERTICAL SCALE: N/A

GRAPHIC SCALE
SCALE: 1"=60'

JOB NO. 20046

DRAWING NO.

FDP-1

SHEET NO.

2 OF 2



THE EXISTING TOPOGRAPHY OF THE SITE ALLOWS FOR PROPER ENGINEERING OF STORM DRAINAGE. THE ENGINEERED SYSTEM WILL SERVE ALL SITES.

LEGEND

ZONE LINE

PRIMARY CIRCULATION

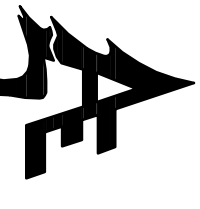
PRIMARY ACCESS

ACCESS BETWEEN ZONES

TABLE 1.1 LOCATION AND ACREAGE OF VARIOUS USE TYPES			
ZONE I	45.2± Ac.	SINGLE FAMILY ESTATE HOMES	2,000 sf min. - 3-4 BEDROOMS
ZONE II	45.8± Ac.	SINGLE FAMILY DETACHED HOMES	1,500 sf min. - 3-4 BEDROOMS
ZONE III	272.4± Ac.	SINGLE FAMILY ATTACHED/DETACHED HOMES	1,200 sf min. - 3-4 BEDROOMS
ZONE IV	27.2± Ac.	MIXED USE VILLAGE CENTER	1,500 sf min. ATTACHED/DETACHED HOMES
ZONE V	17.1± Ac.	OPEN SPACE	
ZONE VI	37.8± Ac.	SINGLE FAMILY DETACHED HOMES	1,500 sf min. - 3-4 BEDROOMS

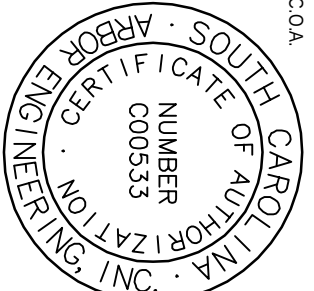
TABLE 1.2 PARKING AVAILABLE FOR EACH ZONE			
ZONE I	2 PER UNIT	RESIDENTIAL	
ZONE II	2 PER UNIT	RESIDENTIAL	
ZONE III	2 PER UNIT	GOLF COMMUNITY	
ZONE IV	TO MEET FOUNTAIN INN STANDARDS	MIXED USE VILLAGE CENTER	
ZONE V	0	OPEN SPACE	
ZONE VI	2 PER UNIT	RESIDENTIAL	

TABLE 1.3 DENSITY OF RESIDENTIAL AREAS			
	UNITS	ACREAGE	DENSITY
ZONE I	90	45.2± Ac.	2.0
ZONE II	125	45.8± Ac.	2.7
ZONE III	227	272.4± Ac.	0.8
ZONE IV	50	27.2± Ac.	1.8
ZONE V	0	17.1± Ac.	0
ZONE VI	83	37.8± Ac.	2.2
TOTAL	575	445.8± Ac.	1.25

**ARBOR**
ENGINEERING

Box 263 Greenville, S.C. 29602
Telephone: (864) 235-3589 Fax: 233-6274
Email: postmaster@arboengineering.com

LANDSCAPE ARCHITECTS - CIVIL ENGINEERS
RECREATIONAL PLANNERS - LAND PLANNERS - URBAN PLANNERS



LEGEND

REVISIONS

NO.	DATE	DESCRIPTION	BY
A	01.09.09	REVISED DENSITY BY ZONE AS PER GORD REVIEW	BRS

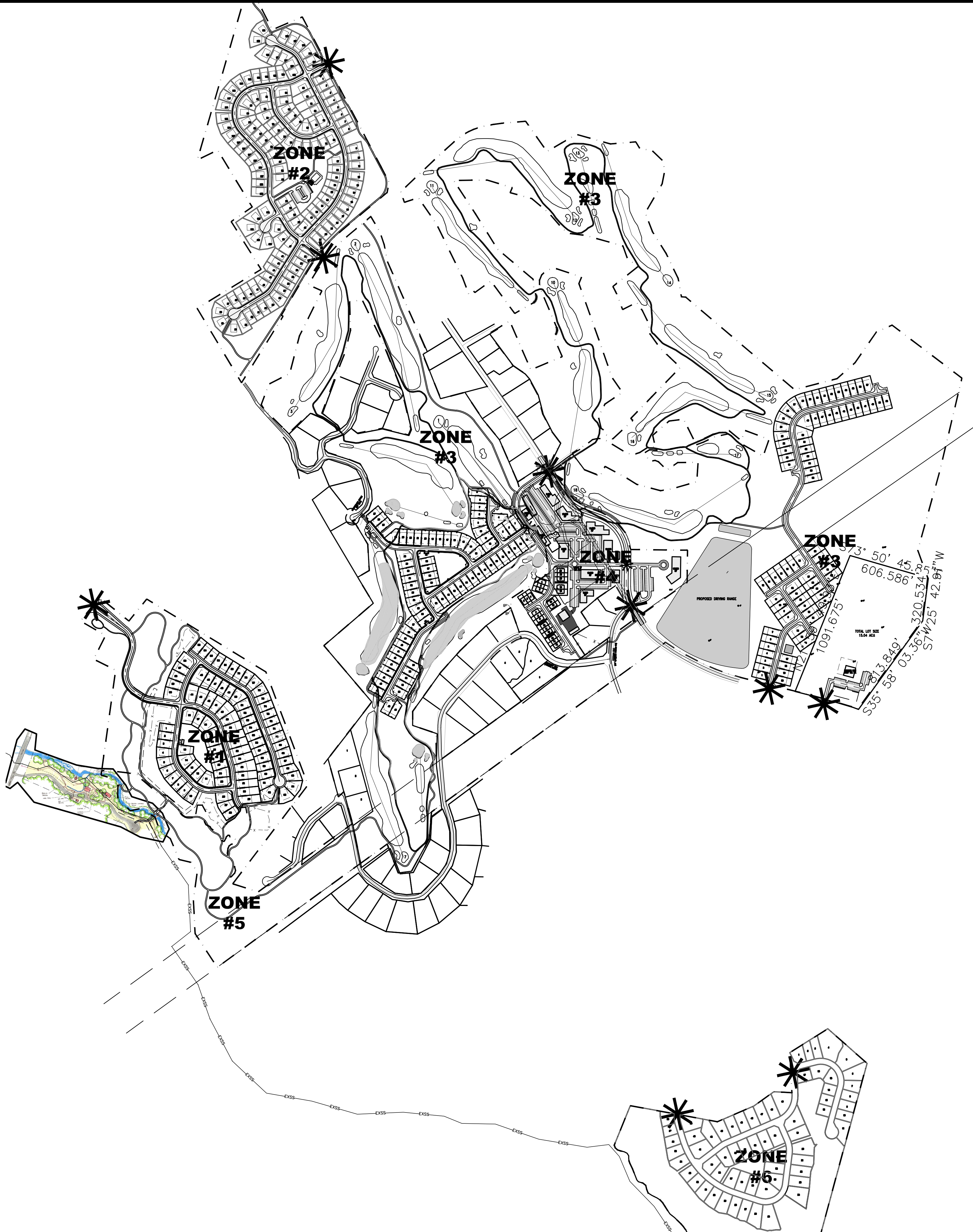
EAGLE SPRINGS
SCUFFLETOWN
FOUNTAIN INN SOUTH CAROLINA
PRELIMINARY
DEVELOPMENT PLAN

DRAWN	SDK	DATE	December, 2006
DESIGN	JMBRS	HORIZONTAL SCALE	1" = 500'
APPROVED	JMBRS	VERTICAL SCALE	
GRAPHIC SCALE			

DRAWING NO. 07146

SHEET NO. 2 OF 4
P-102

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THE EXISTING TOPOGRAPHY OF THE SITE ALLOWS FOR PROPER ENGINEERING OF STORM DRAINAGE. THE ENGINEERED SYSTEM WILL SERVE ALL SITES.

LEGEND

ZONE LINE

PRIMARY CIRCULATION

PRIMARY ACCESS

ACCESS BETWEEN ZONES

TABLE 1.1 LOCATION AND ACREAGE OF VARIOUS USE TYPES

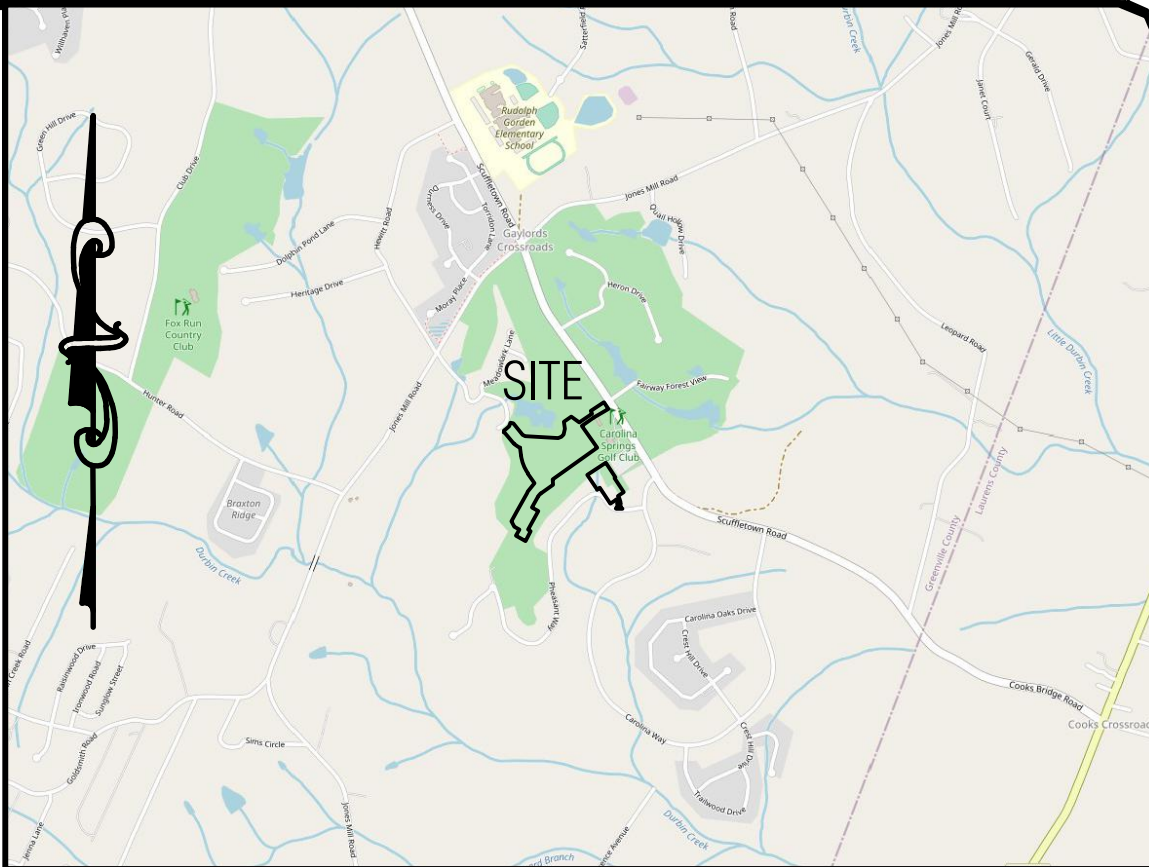
ZONE I	31.01± Ac.	SINGLE FAMILY ESTATE HOMES 2,000 sf min. - 3-4 BEDROOMS
ZONE II	45.89± Ac.	SINGLE FAMILY DETACHED HOMES 1500 sf min. - 3-4 BEDROOMS
ZONE III	271.20± Ac.	SINGLE FAMILY ATTACHED/DETACHED HOMES 1200 sf min. - 3-4 BEDROOMS
ZONE IV	25.11± Ac.	MIXED USE VILLAGE CENTER 1200 sf min. ATTACHED/DETACHED HOMES
ZONE V	31.48± Ac.	OPEN SPACE
ZONE VI	40.96± Ac.	SINGLE FAMILY DETACHED HOMES 1500 sf min. - 3-4 BEDROOMS

TABLE 1.2 PARKING AVAILABLE FOR EACH ZONE

ZONE I	2 PER UNIT	RESIDENTIAL
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ZONE VI	2 PER UNIT	RESIDENTIAL

TABLE 1.3 DENSITY OF RESIDENTIAL AREAS

	UNITS	ACREAGE	DENSITY
ZONE I	90	31.01± Ac.	2.90
ZONE II	136	45.89± Ac.	2.96
ZONE III	174	271.20± Ac.	0.64
ZONE IV	50	25.11± Ac.	1.99
ZONE V	0	31.48± Ac.	0
ZONE VI	64	40.96± Ac.	1.56
TOTAL	514	445.65± Ac.	1.15



REVISIONS

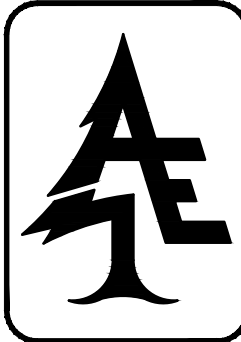
NO.	DATE	DESCRIPTION	BY
1	AUG 26, 2021	RELEASED TO CITY OF FOUNTAIN INN	JD3

FINAL DEVELOPMENT
PLAN SHEET 3

CAROLINA SPRINGS COTTAGES
OVERALL MAP

MARK III PROPERTIES 170 CAMELOT DR. #C SPARTANBURG, SC 29301	ARBOR ENGINEERING, INC. 10 WILLIAMS ST. GREENVILLE 29601
DEVELOPER	ENGINEER

NO. OF ACRES:	18.4	MILES OF NEW ROAD: 0.84 (PUBLIC)	NO. OF LOTS:	74
---------------	------	----------------------------------	--------------	----



Arbor Engineering, Inc.

Box 263 Greenville, S.C. 29602
Telephone: (864) 235-3589
Fax: (864) 233-6274
Email: postmaster@arborengineering.com
LANDSCAPE ARCHITECTS - CIVIL ENGINEERS - LAND SURVEYORS
RECREATIONAL PLANNERS - LAND PLANNERS

DRAWN: AMA	DESIGN: JD3	APPROVED: JD3	DATE: AUGUST 19, 2021
FILE: 20046-FDP.DWG	JOB NO. 20046		

Development Plan

(Please use this document as the format for the pre-application conference and for the final submittal of the rezoning application)

EAGLE SPRINGS PLANNED DEVELOPMENT

Name of Planned Development

1. Property Owner: **see Appendix A.**

Address:

Telephone Number:

2. Applicant: **Arbor Engineering, Inc.**

Name: **Bryan R. Shumpert**

Address: **P O Box 263, Greenville SC 29602**

Telephone Number: **864-235-3589**

3. Date: **December 2008**

4. Signature:_____

A complete plan includes three elements:

1) Preliminary Development Plan - The applicant shall submit a digital version and also reproducible vellum of the proposed Planned Development which shall include the following:

- ___ a) A boundary survey with vicinity map, title block, scale, and north arrow.
- ___ b) Total number of acres of the overall site.
- ___ c) Location and orientation of existing and proposed buildings, number of residential use by type, square footage of non residential uses.
- ___ d) Primary traffic circulation pattern, including external and internal points of ingress and egress.
- ___ e) Location of parking areas and approximate number of parking spaces for use.
- ___ f) Any such information or descriptions as may be deemed reasonably appropriate for review.

2) Natural Resource Inventory - The primary objective of the natural resources inventory is to provide better information about the type of land cover, topography, and significant natural, historical and cultural features on sites proposed for development. The applicant shall submit a natural resources inventory at the same scale as the preliminary development plan including the following:

- ___ a) Land cover type (i.e. wooded, pasture, wetland, etc.) indicating the wood line or boundary line between wooded and non-wooded areas of the site.
- ___ b) Topographic contour lines at 8-foot intervals. (Available at www.gcgis.org)

3) Statement of Intent – The applicant shall submit three copies of a report setting forth the characteristics of the proposed Planned Development including the following:

- ___ a) A description of the procedures of any proposed homeowners association or other group maintenance agreement.

Residential property owners associations will be established for Zones I-III and Zone VI. Each association will address the specific needs of their particular zone and may participate in the landscape and buffer maintenance of Zone III. In addition, each Zone will be responsible for maintenance of its entrances (access points), including maintenance of signage, lighting, stormwater management and landscaping. Zone IV, the commercial component of the Project, will have a separate property owners association. Zone V is open space.

___ b) A statement setting forth the proposed development schedule.

This statement is intended to describe in detail the proposed Planned Development of the approximately 460-acres in the vicinity of Scuffletown Road, Jones Mill Road, and along Durbin Creek, hereafter referred to as the "Project". The Project encompasses the Carolina Springs Golf Course and many of the adjoining properties. The project will also include the Timberland Trail Subdivision as Zone IV. The northern limit of the Project reaches to the new Rudolph Gordon Elementary School and extends south to the Timberland Trail subdivision. Currently, this portion of southern Greenville County is zoned R-S (Rural Suburban). Currently, the R-S zoning allows for 1.7 units per acre. The density planned for the Project is 1.25 units per acre for a housing total of 575 units. With the annexation and rezoning of these properties, it will become a Planned Development in the City of Fountain Inn. A complete list of Tax Parcel Numbers included in the Project is at the end of this document as Appendix A.

The Carolina Springs Golf Club and surrounding properties will be transformed into a master-planned community with the intent to preserve the rural character of the area, enhance the livability of all neighborhoods, and improve the safety and function of the road network to provide safe alternatives for non-motorists. Its primary goal is to achieve a community with a balance of compatible land uses in which residents can live, work and play and provide them with both active and passive recreational spaces.

The master planned community with more than 460 acres, consists primarily of single family residential home sites that incorporate traditional neighborhood design elements. The community will provide residents with a "walkable" access to the clubhouse and features a prominent village center with commercial, retail and office amenities. The village center will also have a residential component. The master planned community goals are to bring origins and destinations closer together, shortening vehicle trips by capturing travelers at more convenient destinations, and work to induce people to walk or bike in lieu of driving.

It is the intent of the project to be consistent with the 2006 Scuffletown Road Area Plan developed by Greenville County Planning, Greenville County and SC DHEC Stormwater Management regulations and the City of Fountain Inn zoning regulations. Eagle Springs Development may accept contiguous properties in the Planned Development in the future. Properties that lie within the boundary of the Project that are not currently part of the project would be subject to becoming part of that zone in which they are located. These properties would be annexed into Fountain Inn prior to being part of the Project.

The limits of each zone are shown on the accompanying Preliminary Development Plan and are described as follows:

ZONE I

Zone 1 consist of approximately 45 acres and will be developed into estate lots ranging in size from 15,000 square feet to 40,000 square feet, which is more compatible with the current R-S zoning. It will meet and exceed the R-15 requirements as set forth in the City of Fountain Inn Zoning Ordinance. The homes will be one or two story detached units with a minimum of 2,000 square feet; the average home size will be 3,000 square feet. Exterior materials for the homes will range from Hardi-plank, wood, brick and/or stone. Two or three car garages will allow for off - street parking for each unit. Zone I is adjacent to Zone V, which is about 17 acres of undeveloped green space, including flood plain, along Durbin Creek.

The stormwater management system in Zone I will be designed to meet and exceed state and local standards and will incorporate low impact design standards. The property owners association for Zone 1 will maintain this system.

Access to Zone 1 will be directly from Jones Mill Road. Road improvements will be made on Jones Mill Road as necessary to accommodate the increased traffic due to this project. All road improvements are subject to review and approval by SC Department of Transportation and the City of Fountain Inn.

Engineering drawings and appropriate permits will be pursued immediately. Development will begin as soon as all permits have been issued.

ZONE II

Zone II is the northern-most residential component of the Project and is located north of Jones Mill Road. It is across Scuffletown Road from Rudolph Gordon Elementary School and the site of the new middle school. Zone II is approximately 46 +/- acres and will be developed into single-family lots ranging in size from 12,000 square feet to 20,000 square feet, which is compatible with R-15 zoning. The homes will be one or two story detached units with a minimum of 1500 square ft. Materials for the homes will range from Hardi-plank, wood, brick and/or stone. Two or three car garages will allow for off-street parking for every homeowner. This zone is situated within walking distance of the schools. Walk paths will provide access to the schools as well as the Town Village. A neighborhood swimming facility will be located within this community.

The stormwater management system in Zone II will be designed to meet and exceed state and local regulations and will incorporate low impact design standards. The property owners association for Zone II will maintain this system.

Engineering drawings and appropriate permits will be pursued immediately. Development will begin as soon as all permits have been issued.

ZONE III

This is the golf community component of the Project and contains all the land and associated structures of the golf course. It will also include new residential areas that will be selectively placed along fairways and overlooking greens. A redesign of the course will be a top priority for the Project. The final redesign of the course will affect the location of the residential areas.

The newly designed golf course will provide the highest quality golf instruction in the state, as well as beautifully constructed club facilities and lovely green spaces. In addition to regular play and lessons, it will feature a world-class golf training facility with both youth and women's programs. The newly designed clubhouse facility will include a restaurant, club room and patio, seating area and outdoor fireplace as well as a resort-style swimming pool.

Zone III consists of about 270 acres and is the largest zone in the Project. Zone III surrounds the Village Center (Zone IV) and will have vehicular and pedestrian access throughout. This zone will be designed at a higher density but because of the relationship with the golf course, the homes will be in smaller enclaves around the course, thus having an overall lower density for the entire Zone. Home types in Zone III will be attached or detached single family homes, one to two stories in height. No more than two units will be attached together. Materials for the homes will range from Hardi-plank, wood, brick and/or stone. Two or three car garages will allow for off-street parking for every homeowner. The homes will be cottage-style in character. Off-street parking will be provided for each unit.

Primary access will be provided into Zone III from Scuffletown Road. That portion of Zone III that is not adjacent to Scuffletown Road will be accessed by newly built or upgraded public or private roads. There may be a realignment of Pheasant Way (G-PD-31) in order to provide better connectivity within the Project. Intrazonal access will be provided for vehicular and/or pedestrian access into adjacent zones.

The stormwater management system in Zone III will be designed to meet and exceed state and local regulations and will incorporate low impact design standards. Where possible, the existing ponds will be used to provide stormwater quantity. The property owners association for Zone III will maintain this system.

Engineering drawings and appropriate permits will be pursued prior to development.

Zone IV

Zone IV is the Village Center component of the Planned Development. The Village Center is strategically located to serve the surrounding neighborhoods at a community commercial scale. The Village Center is approximately 25 to 30 acres in size, depending on what golf course support is counted. This zone is designed to be a mixed-use hub for the Project. It will have commercial and retail on the ground and second floor level with the second floor level also allowing for office and/or residential uses. There will be allowance for public building spaces. Such space would be for a police sub-station or possibly a fire station. The Village Center may accommodate up to an estimated 100,000 square feet. Separate buildings ranging in size from 35,000 to 40,000 square ft. with multiple tenants to the smaller structures of 2,500 sq. ft. Because of the nature of the village feel with the residential portions of Zone III, some acreages in these two zones could be interchangeable.

Designed with a village atmosphere, Zone IV promotes a walkable, pedestrian friendly space by concentrating residential densities in close proximity to the village center, with the larger lots toward the perimeter of the Project. The mix of uses could include a neighborhood market, bank, coffee shop, gas station, café, dry cleaner and a full service day spa, uses that are specifically designed to meet the day-to-day needs of the local residents. Some golf support uses may be included in the Town Center. Where applicable, buildings in the Town Center will comply with the Fountain Inn Commercial Design Standards as set forth in the current zoning ordinance. To achieve the village feel, this zone will be on both sides of Scuffletown Road. A realignment of the road in this area is recommended. All appropriate agencies and utilities will be involved in this realignment. Landscaped parking areas and greenspaces will be a main component in the village feel.

Engineering drawings and appropriate permits will be pursued prior to development.

The location of the Village Center will limit any expansion of the commercial area within the Project.

Zone V

Zone V is the Conservation-Open Space portion of the Project and is located along Durbin Creek. It will be accessed through Zone I and Zone III. Walking trails, as outlined in the Scuffletown Road Area Plan, will link this Zone with the rest of the Project. Portions of Zone V may be used for agricultural purposes in keeping with the rural character of the surrounding area.

Zone VI

Zone VI is the southern-most residential component of the Project and is accessible by Carolina Way, a County maintained road. Zone VI already has a final plat recorded at the Greenville County Register of Deeds Office. This Zone will be developed into single-family lots ranging in size from 8,000 square feet to 30,000 square feet, and was designed under the County's' Open Space ordinance as an R-S (Cluster) subdivision. The homes will be one or two story detached units with a minimum of 1500 square ft. Materials for the homes will range from Hardi-plank, wood, brick and/or stone. Two or three car garages will allow for off-street parking for every homeowner. While this Zone is not contiguous with the rest of the Project, it will have access to the walking trails that will be along Durbin Creek. Eagle Springs Development may re-plat this subdivision in order to accomplish the goals of the Project and to adhere to this statement of intent. Building materials for Zone VI will be consistent with the rest of the Project.

A stormwater management system has been provided and designed to meet Greenville County and SC DHEC Standards. The property owners association for Zone VI will maintain this system.

- ___ c) A statement of the public improvements both on- and off-site that are proposed for dedication and/or construction and an estimate of the timing for providing such improvements.

On-site/Off-site: Several new entrances will be constructed on Scuffletown Road, and two (2) new entrances will be constructed into the Project on Jones Mill Road.

A sanitary sewer pump station is proposed to serve the eastern portion of the project and will be located in the eastern side of Zone III.

A 'Purple Pipe' system, which is used for the conveyance of reclaimed wastewater, is planned for the fire protection system and irrigation systems throughout the project. Both public and private entities will have access to these systems. The 'Purple Pipe' system will be designed and installed in conjunction with input from ReWa, (Renewable Water Resources). This system may include a storage tank within the projects boundaries.

Ownership: Roadway encroachment permits will be sought for these entrances immediately. Once constructed, these entrances and roadways will be dedicated to Greenville County or the City of Fountain Inn. The sewer pump station will be dedicated to the City of Fountain Inn.

If Private, who will maintain: Not applicable

- ___ d) A statement of impact on public facilities including water, sewer collection and treatment, fire protection, etc., and letters from the appropriate agencies or districts verifying that such facilities or services are available and adequate to serve the proposed Planned Development.

Sewer is currently available by Metropolitan Sewer Sub-district and Western Carolina Regional Sewer Authority.

Water service is available through the Greenville Water System and Laurens County Water and Sewer Commission.

Fire service is provided by the Fountain Inn Fire District.

Fountain Inn will provide Natural Gas and become involved with the Sewer service.

Greenville County School District will not issue letters to affirmatively confirm availability for students within any school. At this time, the property is zoned for Rudolph Gordon Elementary School, Bryson Middle School and Hillcrest High School.

— e) A statement describing the architectural style, appearance and orientation of proposed buildings.

- **Style** The residential architectural style will be traditional, one and two story detached and/or attached single family units. The commercial architectural style will blend back to the traditional architectural style of the residential area
- **Colors** In the residential, commercial and office areas, traditional colors will be used. Shades of brown, tan, green and beige will be used.
- **Textures** The residential units will be of brick stone, Hardi-plank, vinyl siding, or a combination of both. The commercial and office buildings will be of brick stone, Hardi-plank and/or concrete.
- **Roofing** The residential units will be roofed in shingles of brown or black. The commercial buildings have built-up roofs, metal roofs, and/or architectural shingles.
- **Windows** The residential units will have thermal pane windows. The commercial and office buildings will have thermal pane windows and/or thermal pane store front panels.
- **Doors** The residential units will have solid wood or steel doors. The commercial and office buildings will have solid wood doors, steel doors or glass plate doors, and appropriate service related and handicapped accessible doors.

Include in this document as many pictures or renderings as necessary to clearly establish the exterior of proposed structures. The image may be indicated as representative of the architectural style and building materials of the proposed structures. Larger printed images also may be submitted as separate documents.



SIMILAR SINGLE-FAMILY RESIDENTIAL ARCHITECTURE



SIMILAR SINGLE-FAMILY RESIDENTIAL ARCHITECTURE



SIMILAR SINGLE-FAMILY RESIDENTIAL ARCHITECTURE



SIMILAR SINGLE-FAMILY RESIDENTIAL ARCHITECTURE



SIMILAR SINGLE-FAMILY RESIDENTIAL ARCHITECTURE



SIMILAR SINGLE-FAMILY RESIDENTIAL ARCHITECTURE

- ___ f) A statement describing the landscaping and screening of proposed project.

Where practical, a twenty-five (25) foot buffer will surround the project. Where landscape berms are utilized they will vary in height and width to provide a more natural effect.

Buffers along roadways will be landscaped with deciduous and evergreen trees and shrubs with groundcovers consisting of grasses and mulches. Each residential zone will have entrance signage and landscaping in accordance with local ordinances. The property owners associations will be responsible for the maintenance of their respective zones.

Fencing and/or landscaping will be used to screen portions of the Golf Community from existing properties not associated with the Project.

The remaining portion of the buffer will remain in its natural state. Additional landscaping will be added as needed to provide adequate screening for the Project.

Surrounding Land Uses	North – R-S, RR-1, and Unzoned
	South – R-S
	East – R-S, and Unzoned
	West – R-S

- ___ g) A statement describing the maintenance and screening of any proposed pond, lake, or retention pond contained in the development.

Because of the size of the Project several stormwater management systems will be utilized to conduct storm flows through and off the site. The storm systems will be designed to meet and exceed local, state, and federal regulations involving storm flow, sedimentation, and erosion control. Zones V and VI of this Project lie in the designated floodplain along Durbin Creek. The detention ponds will be maintained by the property owners associations in which the systems are located. Where fencing of ponds is required, at a minimum, black, vinyl-clad chain-link material will be used to provide screening and/or safety measures. Some areas of Zone III will utilize existing ponds for water quantity requirements. Additional landscaping may be utilized to help screen ponds as needed. Low Impact Development standards will be used where feasible.

- ___ Include in this document as many pictures or renderings as necessary to clearly establish the screening. The image may be indicated as representative of the proposed screening. Larger printed images also may be submitted as separate documents



SIMILAR SITE DETAILS



TYPICAL LANDCAPING AND ENTRANCE SIGNAGE



TYPICAL LANDCAPING AT ROADWAYS



TYPICAL ARCHED CULVERTS

- ___ i) A statement describing pedestrian access and circulation throughout the project.

All proposed streets and parking areas will be engineered and constructed in accordance with Greenville County and/or City of Fountain Inn Regulations. Sidewalks will connect to existing sidewalks where practical.

To facilitate safe pedestrian circulation, sidewalks will connect from parking areas of the Town Center to the residential streets.

A network of walking trails are planned to facilitate the walkability of the Project. Fitness Stations are planned along the Durbin Creek walking trail. Considerations will be made for the walking trails to also allow for bike and golf cart travel.

- ___ Include any pre-existing pedestrian systems off site. Show how they will be integrated.

Currently, there is no established trail system or sidewalks within or adjacent to the Project. The golf course has the only path system. It will be redesigned along with the golf course and integrated with the proposed walking train system for the Project. Another source considered is the Safe Routes to School program that promotes more accessibility for children walking or biking to school.

- ___ Include in this document as many pictures or renderings as necessary to clearly establish the pedestrian access and circulation plan. The image may be indicated as representative of the proposed pedestrian access and circulation. Larger printed images also may be submitted as separate documents





- ___ j) Any such information or descriptions as may be deemed reasonably appropriate for review.

The Project is bounded by on the north by Jones Mill Road and Scuffletown Road provides access through the center of the Project. There is an adequate road network surrounding the site, which can handle the traffic generated by the Project.

Similar signage for each zone can be seen on the attached “Similar Signage” exhibit.

Financing will be provided by private sector banking institutions.

- ___ k) A signage plan for the site:

Signage for the project will meet the Fountain Inn Sign Ordinance (Article 6) and those requirements specific to PD. A Signage Plan will be provided before the Final Development Plan is approved.

___l) A lighting plan for the site:

Lighting for roadways, sidewalks, entrances and parking areas will meet IENSA “full-cutoff” standard. Fixtures will not be mounted in excess of 16 feet above finished grade. All lighting will be of the type that can be aimed and maintained to prevent unnecessary illumination of the surrounding areas. A lighting plan will be provided before the Final Development Plan is approved.

___ Include in this document as many pictures or renderings as necessary to clearly establish the lighting plan. The image may be indicated as representative of the proposed lighting plan. Larger printed images also may be submitted as separate documents.



SIMILAR “SHOEBOX” CUT-OFF FIXTURE
FOR COMMERCIAL/OFFICE PARKING



SIMILAR LIGHT POLE FOR
COMMERCIAL/OFFICE PARKING



SIMILAR MODIFIED ACORN
FOR RESIDENTIAL LIGHTING



SIMILAR LIGHT POLE
FOR RESIDENTIAL

EXHIBIT A

List of Tax Map Parcel Numbers: - Carolina Trail LLC:

1. 0555060101700
2. 0555060101800
3. 0555060101900
4. 0555060102000
5. 0555060102100
6. 0555060102200
7. 0555060102300
8. 0555060102400
9. 0555060102500
10. 0555060102600
11. 0555060105100
12. 0555060105500
13. 0555060105600
14. 0555060104900
15. 0555060101100
16. 0555060101200
17. 0555060101300
18. 0555060101400
19. 0555060101500
20. 0555060101600
21. 0555060100100
22. 0555060100200
23. 0555060100300
24. 0555060100400
25. 0555060100500
26. 0555060100600
27. 0555060100700
28. 0555060100800
29. 0555060100900
30. 0555060101000
31. 0555060105200
32. 0555060105300
33. 0555060105400
34. 0555060105000
35. 0555060105700
36. 0555060105800
37. 0555060105900
38. 0555060106000
39. 0555060106100
40. 0555060106200
41. 0555060106300
42. 0555060106400

EXHIBIT A

List of Tax Map Parcel Numbers – Fairway Group of SC, LLC:

1. 0555040100100
2. 0555040112800
3. 0555040112700
4. 0555050101700
5. 0555040100111
6. 0555040100112
7. 0555040100113
8. 0555040100200
9. 0555040112400
10. 0555040112500
11. 0555040107500
12. 0555040111800

List of Tax Map Parcel Numbers – Eagle Springs Development, LLC:

1. 0555010101603
2. 0555020104500
3. 0555030101000

List of Tax Map Parcel Numbers – Sam B. Phillips, Jr.:

1. 0555040100700

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ of May, 2023 (the "Effective Date") by and between **PBRT2 Investments, LLC**, a South Carolina limited liability company (the "Licensor") and the **City of Fountain Inn, South Carolina** (the "Licensee").

RECITALS:

- A. Licensor is the owner of certain real property located in the City of Fountain Inn, County of Greenville, State of South Carolina more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Licensed Property") which Licensor utilizes for private parking for adjoining property owned by Licensor.
- B. Licensee desires to use and occupy the Licensed Property for limited purposes in accordance with and subject to the terms and conditions hereinafter set forth and by duly adopted Resolution, Licensee is authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, the Licensed Property.
2. The Licensed Property may be occupied and used by Licensee solely for the purpose of ingress and egress, and not for parking, to and from Fairview Street and Depot Street to adjoining property owned by Licensee during the period beginning on the Effective Date and continuing until this Agreement is either suspended or terminated as provided herein.
3. Within sixty (60) days of the Effective Date, Licensee shall remove any signage from the Licensed Property which designates the Licensed Property as City or Public Parking. Before the removal of the signage,

Licensors shall be allowed to cover any signage designating the Licensed Property as City or Public Parking.

4. Upon 10 (ten) days written notice by Licensors to the City Administrator of Licensee, the Agreement shall be suspended for such period of time as Licensors needs to utilize the Licensed Property for construction staging purposes to renovate adjoining property owned by Licensors.
5. Licensors and Licensee agree and acknowledge that should Licensors desire to develop the Licensed Property, Licensors shall have the unilateral right to record a Termination of License Agreement (the "Termination") in the Office of the Register of Deeds for Greenville County, South Carolina specifying the date of termination, such termination date to be no less than sixty (60) days after the recordation of the Termination.
6. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated into this Agreement. Any modifications to this Agreement shall be binding only if evidenced in writing and recorded in the Office of the Register of Deeds for Greenville County, South Carolina.
7. This Agreement shall be governed by the laws of the State of South Carolina and shall be binding upon the parties hereto, their respective successors and assigns.

(SIGNATURES ON NEXT PAGE)

Signed, sealed and delivered on the Effective Date in the presence of:

Licensors:

PBRT2 Investments, LLC

By: PBRT Holdings, LLC
Its: Sole Member

By: B. Platt Moore, IV
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of May, 2023 by B. Platt Moore, IV, Manager of PBRT Holdings, LLC, the Sole Member of PBRT2 Investments, LLC.

Notary Public for SC
My commission expires: _____

Signed, sealed and delivered on the Effective Date in the presence of:

Licensee:

City of Fountain Inn, South Carolina

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of May, 2023 by _____, its _____ of the City of Fountain Inn, South Carolina.

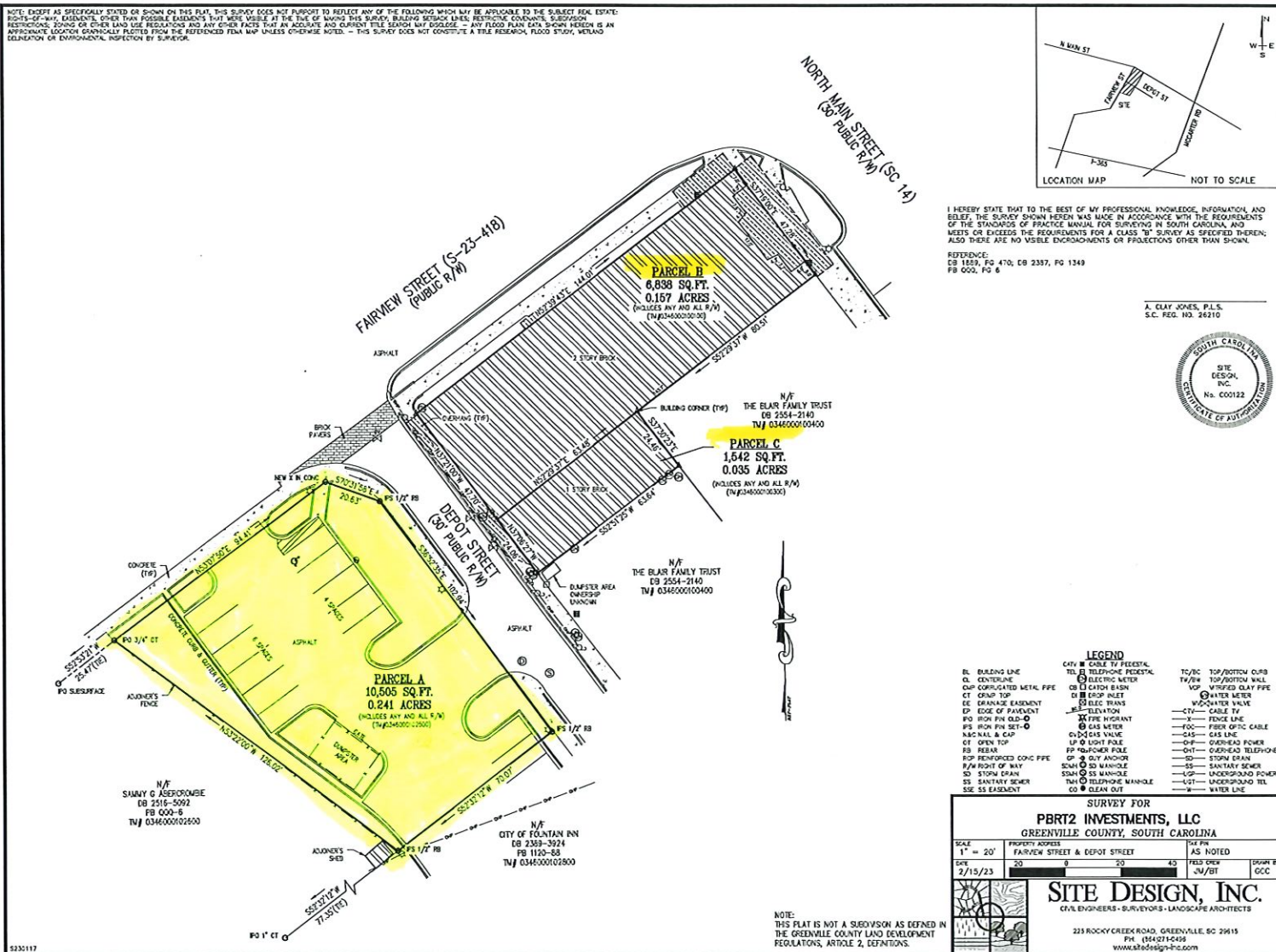
Notary Public for SC
My commission expires: _____

EXHIBIT "A"

All that certain piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, County of Greenville and being shown and designated as Parcel A, containing 0.241 acres, more or less, upon a plat entitled "SURVEY FOR PBRT2 INVESTMENTS, LLC", dated February 15, 2023, prepared by Site Design, Inc., recorded in the Office of the Register of Deeds for Greenville County, SC on April _____, 2023 in Plat Book _____ at Page_____.

Tax Map #0346.00-01-025.00

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OR OTHER LAND POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. - ANY FLOOD PLAIN DATA SHOWN HEREON IS AN APPROXIMATE LOCATION GRAPHICALLY PLOTTED FROM THE REFERENCED FEMA MAP UNLESS OTHERWISE NOTED. - THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR.



**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

To: Mayor and Members of City Council
From: Shawn M. Bell, City Administrator

May 11, 2023

Regular City Council Meeting

☐ Ordinance/First Reading ☐ Ordinance/Second Reading ☒ Resolution/First & Final Reading**Agenda Date Requested:**

May 11, 2023

Ordinance/Resolution Caption:

Request to Initiate a Text Amendment of Dimensional Requirements to the Fountain Inn Zoning Ordinance.

Summary Background:

It has come to Staff's attention that there are conflicting requirements in the Fountain Inn Zoning Ordinance. Staff is requesting City Council authorize the initiation of a text amendment to the Fountain Inn Zoning Ordinance that will amend *Article 5, District Regulations* to remove references to Height Limitation and Front Yard, Side Yard, and Rear Yard Dimensional Requirements as outlined in the following sections:

1. Sections 5:1.5 and 5:1.6 (R-15, R-12, R-10, R-7.5 and R-6, Residential Districts)
2. Sections 5:2.4-2 through 5:2.4-5 (R-M, Residential Multifamily District)
3. Section 5:3.5-3 (R-MHP, Residential Manufactures Home Park District)
4. Sections 5:4.3 and 5:4.4 (O-D, Office District)
5. Section 5:5.3 (C-1, Central Business District)
6. Sections 5:6.3 and 5:6.4 (C-2, Commercial District)
7. Sections 5:7.3 and 5:7.4 (S-1, Services District)
8. Sections 5:8.4 and 5:8.5 (I-1, Industrial District)
9. Sections 5:9.2.6 and 5:9.2.7 (POD, Planned Office District)
10. Sections 5:9.3.6 and 5:9.3.7 (NC, Neighborhood Commercial District)

The regulations outlined in *Table 7.3 Setback/Height Requirements* and *Table 7.4 Nonresidential Setback/Height Requirements* of the Fountain Inn Zoning Ordinance will remain. The following changes to *Table 7.3* are proposed:

1. Side Setback in the R-15, R-12, R-10, R-7.5, and R-6 Residential Districts: Add "See Section 7:16:4"
2. Min. Lot Width in the R-M, Multifamily Residential District: Remove "See Sec. 7:3.9"
3. Front Setback in the NC, Neighborhood Commercial District: Remove "7:3.6" and replace with "7:16:3.6"
4. Maximum Height in the NC, Neighborhood Commercial District: Remove "See Section 7:16:3.8"
5. Front Setback, Side Setback, and Rear Setback in C-1, Commercial District: Remove existing dimensions and section references and replace with "See Section 5:5.4"
6. Front Setback in C-2, Commercial District: Remove "7:3.6" and replace with "7:16:3.6"
7. Side and Rear Setback in S-1, Services District: Add "See Section 7:16:3.10"
8. Side and Rear Setback in I-1, Industrial District: Add "25"

The following changes in *Section 7:16:3 Determining Setback Lines in All Districts* are proposed:

1. *Section 7:16:3.8. Reduction in Setback in NC, POD, and OD Districts*: Revise language to state “No structure shall be erected within 25 feet from any side or 20 feet from any rear lot line...”
2. *Section 7:16:3.10 Setbacks for I-1*: Revise heading to state “*Setbacks for I-1 and S-1*”

Impact If Denied:

If denied, no Text Amendment will be initiated.

Impact If Approved:

If approved, Staff will complete Public Hearing requirements and forward the request to Planning Commission for recommendation before it returns to City Council for First Reading.

Financial Impact:

N/A