



AGENDA

**Council Chambers
300 Wall Street, Fountain Inn, SC 29644**

FORMAL MEETING OF CITY COUNCIL

Thursday, April 11, 2024 at 6 p.m.

Citizens may access the meeting at the following YouTube address:

<https://www.youtube.com/@cityoffountaininn3536>

1. Call to Order - Mayor McLeer
2. Invocation and Pledge of Allegiance
3. 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.
4. Consent Agenda - There will be no discussion of Consent Agenda items unless a Council member so requests in which event the item in question will be considered separately.
 - a. Minutes from the Regularly Scheduled Council Meeting on March 14, 2024
 - b. Minutes from the Special Called Meeting on March 28, 2024
5. City Administrator's Report - Shawn M. Bell
 - a. Department Reports
6. Unfinished Business
 - a. Second and Final Reading of Ordinance AXZ 2024-01, 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; to assign the annexed property to a Council Ward; and other related matters (1344 Jones Mill Road).
 - b. Second and Final Reading of Ordinance 2024-3 providing for the issuance and sale of not exceeding two million dollars City of Fountain Inn, South

Council may enter executive session to discuss any item on the agenda as permitted by S.C. Code Ann. § 30-4-70.

Carolina sewer system revenue bond, series 2024 and other matters relating thereto.

- c. Second and Final Reading of Ordinance PZ 2024-02 to amend the official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the properties described in this ordinance, 202 Fairview Street, 200 Fairview Street, 303 Fairview Street, 307 Fairview Street, and 112 Parsons Street.
- d. Second and Final Reading of Ordinance PZ 2024-03 to amend the official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the properties described in this ordinance, 1314 and 1318 N. Main Street

7. New Business

- a. First and Final Reading of Resolution 2024-3, a resolution to approve and adopt a five-year revenue and expenditure plan fo the Fountain Inn Fire Service Area, Greenville County, South Carolina.
- b. First and Final Reading of Resolution 2024-4 a resolution certifying certain real property in the City of Fountain Inn as an abandoned building site (209-211 Main Street; Greenville County TMS No. 0348000201800)
- c. Addendum to Employer Resolution for Participation in the State Insurance Benefits Program regarding County/Municipality Councilmember Coverage

8. Executive Session -After coming out of executive session, Council may vote on items discussed during executive session.

9. Adjourn

Council may enter executive session to discuss any item on the agenda as permitted by S.C. Code Ann. § 30-4-70.



MINUTES FORMAL MEETING OF CITY COUNCIL

Thursday, March 14, 2024 at 6 p.m.

1. Call to Order- Mayor McLeer

Mayor McLeer called the meeting to order.

2. Invocation and Pledge of Allegiance

Councilman Blackstone led the invocation.

3. Introduce New Employees

Finance Director, Kira DeLoache, introduced Dottie Stenhouse, Public Works Director, Randall Tuttle, introduced Avery Williams, and Fire Chief Russell Alexander introduced Brett Pate and Ryan Tinsley.

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.

Mrs. Peggy Nickson spoke in favor of the Jones Mill annexation

Mr. Andy Sloan spoke in opposition of the Jones Mill annexation

Mr. Taylor Sloan spoke in opposition of the Jones Mill annexation

Mr. Chuck Ellisor spoke in favor of the Jones Mill annexation

Mr. Chris Ellisor spoke in favor of the Jones Mill annexation

Mr. Buddy Gray spoke in favor of the Jones Mill annexation

Mrs. Patricia Gaynor spoke in favor of the Jones Mill annexation

Mr. Gary Long spoke in favor of the Jones Mill annexation

Mr. Ashley Riddle spoke in opposition of the Jones Mill annexation

Mr. Jim Cashion spoke in reference to the paved parking lots project

Rev. Brian Gearin spoke in reference to affordable housing in the upstate and advertise a public meeting on April 15.

Mr. James Gibbs spoke in opposition of the Jones Mill annexation

5. Public Hearing on Budget Amendment

No one signed up to speak.

- 6. Consent Agenda- There will be no discussion of Consent Agenda items unless a Council member so requests in which event the item in question will be considered separately.**

Motion by Councilmember Sanders, second by Councilmember Blackstone to approve the Consent Agenda.

The motion carried unanimously 6/0.

- a. Minutes from the Regularly Scheduled Council Meeting on February 8, 2024.**

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

Mr. Bell discussed the following: interstate welcome signage SCDOT approved permit by Duke Energy, Woodside Streetscape is underway, Woodside Connector contractor began demolition, Depot Street stagecover redesigned for estimated completion by May 2024, Splash Pad parking lot revitalization by May 17, 2024, Jones Street and Weston Street parking lots will be completed around June 19, 2024. Mac Arnold will be held on April 13, 2024, Italian American Heritage Festival April 27, 2024, Sounds of Summer start on May 24, 2024, Farmers Market will begin on May 25, 2024. The Southeast Festival and Event Association awards for Jeepers Creepers event. Zoning and land development rewrite- after receiving 3 proposals, we are currently negotiating the terms of the contract. Police Department's Superhero 5K on April 27, 2024 for Autism Awareness, Police Department's golf classic will be held on May 7, 2024 at Carolina Springs Golf Course. National Narcotic Canine Team competition placed first and received the Top Gun Award. Public Works stormwater model is soliciting public input problem areas assist with identifying areas that need additional grants. Sewer Rehab project update and the Public Works team received a \$10,000 Palmetto Price anti-litter grant. Recreation programs with spring baseball and softball with games beginning April 1, opening day ceremony on April 13. Dugout covers project started and other field upgrades have been installed or ordered. Recreation received \$2,000 USDA grant to make tennis accessible to youth of various ages. Chamber's annual luncheon on April 12, 2024, Younts Center 2024 season of shows was released, and Mary Poppins Jr. was great.

- a. Department Reports**

8. Unfinished Business

- a. First Reading of Ordinance AXZ 2024-01, 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; to assign the annexed property to a Council Ward; and other related matters (1344 Jones Mill Road).**

Council discussed the matter.

Motion by Mayor McLeer, second by Councilmember Don to approve First Reading of Ordinance AXZ 2024-01, 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; to assign the annexed property to a Council Ward; and other related matters (1344 Jones Mill Road).

The motion carried 4/2 with Councilman Thomason and Councilman Garrett voting in opposition.

- b. Second and Final Reading of Ordinance 2024-2, an ordinance to update and amend the FY 2024 budget for the City of Fountain Inn to account for appropriations made by City Council through the fiscal year.**

Motion by Mayor McLeer, second by Councilmember Garrett to approve Second and Final Reading of Ordinance 2024-2, an ordinance to update and amend the FY 2024 budget for the City of Fountain Inn to account for appropriations made by City Council through the fiscal year.

The motion carried unanimously 6/0.

9. New Business

- a. First Reading of Ordinance 2024-3 providing for the issuance and sale of not exceeding two million dollars City of Fountain Inn, South Carolina sewer system revenue bond, series 2024 and other matters relating thereto.**

Motion by Councilmember Garrett, second by Councilmember Blackstone to approve First Reading of Ordinance 2024-3 providing for the issuance and sale of not exceeding two million dollars City of Fountain Inn, South Carolina sewer system revenue bond, series 2024 and other matters relating thereto.

The motion carried unanimously 6/0.

- b. First Reading of Ordinance PZ 2024-02 to amend the official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the properties described in this ordinance, 202 Fairview Street, 200 Fairview Street, 303 Fairview Street, 307 Fairview Street, and 112 Parsons Street.**

Council discussed the matter.

Motion by Councilmember Thomason, second by Councilmember Sanders to approve First Reading of Ordinance PZ 2024-02 to amend the

official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the properties described in this ordinance, 202 Fairview Street, 200 Fairview Street, 303 Fairview Street, 307 Fairview Street, and 112 Parsons Street.

The motion carried unanimously 6/0.

c. First Reading of Ordinance PZ 2024-03 to amend the official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the properties described in this ordinance, 1314 and 1318 N. Main Street

Motion to table until April by Mayor McLeer, seconded by Councilmember Garrett the First Reading of Ordinance PZ 2024-03 to amend the official zoning map of Fountain Inn, said amendment for the purpose of changing the zoning classification of the properties described in this ordinance, 1314 and 1318 N. Main Street.

The motion carried unanimously 6/0.

10. Executive Session -After coming out of executive session, Council may vote on items discussed during executive session.

Motion to enter into Executive Session by Councilmember Don, second by Councilmember Sanders.

The motion carried unanimously 6/0.

Motion to exit Executive Session by Mayor McLeer, second by Councilmember Don. No action was taken during Executive Session.

- a.** The receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege – Greenville County TMS: 0348000200100

11. Adjourn

Motion to adjourn by Councilmember Thomason, seconded by Councilmember Sanders.



MINUTES

Thursday, March 28, 2024 at 5:30 p.m.

200 N. Main Street, Fountain Inn, SC 29644

1. Call to Order- Mayor McLeer

Mayor McLeer called the meeting to order at 5:30 p.m.

Staff in attendance were Shawn Bell, Russell Slatton, Rebecca Mejia-Ward, and Elizabeth Adams.

2. Executive Session -After coming out of executive session, Council may vote on items discussed during executive session.

Motion to enter into Executive Session by Councilmember Clemmer, seconded by Councilmember Garrett.

The motion carried unanimously 5/0.

a. Discussion of negotiations incident to the proposed sale of property.

b. Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee in the following departments: Administration, Community Relations, Finance, Fire, Human Resources, Judicial, Natural Gas, Office of the City Clerk & Council, Planning & Development, Police, Public Works, and Recreation.

3. Adjourn

Motion to adjourn at 7:10 p.m.

CITY ADMINISTRATOR REPORT



Agenda Date: April 11, 2024

To: Mayor and City Council

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

Administration

- Interstate Welcome Signage (Exits 23 and 26)
 - SCDOT has approved the permit for Duke Energy to run power to the site
 - Duke Energy has released a work order to extend power to the Exit 26 site
 - Duke Energy & SCDOT are working to resolve challenges related to bringing power to the Exit 23 site
- Woodside Streetscape
 - The project is progressing well; the contractor is still moving various utilities
- Woodside Connector
 - The contractor has begun demolition of the existing trail
 - The existing trail will be closed until project completion
- Main Street Streetscape
 - CoTransCo is finishing the electrical designs; the next step will be to let the project
- Depot Street Stage Cover
 - The steel portion of the project is currently being fabricated
 - Estimated completion by the second week of June
- Parking Lot Revitalization
 - The splash pad parking lot is nearing completion with an estimated opening of April 26
 - Construction on the Jones Street & Weston/Trade Street parking lots is anticipated to begin on April 29 with a completion date of June 28

Community Relations

- Upcoming Events
 - Mac Arnold Cornbread & Collard Greens Blues Festival on April 13 from noon – 6:00 p.m.
 - Jontavious Willis (Greenville, Georgia): 12:30-2:00 p.m.
 - Nick Moss (Chicago, Illinois): 2:15-3:45 p.m.
 - Mac Arnold & Plate Full O’ Blues: 4:00-6:00 p.m.
 - Jeep Jam will be along Main Street from Fairview Street to *Sunshine Coin Laundry*

- Spring Market will be on Depot Street
- Bobby's BBQ will be hosting a Rib Eating Contest
- Italian American Heritage Festival on April 27 from noon – 6:00 p.m.
- Sounds of Summer from May 24 – August 9
- Farmer's Market from May 25 – September 28
- Juneteenth on June 15
- Potential New Event: NFL Alumni Car Show on June 1 (Patrick Sapp – former Clemson and NFL linebacker)
- Independence Day Celebration on June 29

Fire

- 172 calls for service in March 2024
 - 26% overlapping
- FIFD has received the *Fire Safe South Carolina 2023 Community Designation*
 - Third year in a row (2022 & 2021)

Human Resources

- Administration/Finance
 - Accounts Payable Specialist – One vacancy; contract/agency engaged
- Natural Gas
 - Gas Tech I – One vacancy; offer made
- Police
 - Patrol Officer – Six vacancies; interviews scheduled & candidates in process
 - Records Technician – Two vacancies; interviews scheduled
 - Dispatch – Two vacancies; interviews scheduled & candidates in process
- Public Works
 - Parks Maintenance Tech 1 – Three vacancies; interviews scheduled
 - Sewer Maintenance Tech 1 – Two vacancies; one offer made; reviewing applications for second vacancy

Judicial

- March 2024
 - 182 Total Cases
 - 53 criminal and 129 traffic
 - 112 pending cases
 - 45 cases disposed
- Jury trials are scheduled for April 22-25

Natural Gas

- Gas Supply
 - Deliveries for March 2024
 - Gas volume of 97,627 Dekatherms
 - Gas consumption for March 2024 was 4.5% lower than March 2023, and 0.5% lower than the March three-year average
 - Gas Prices/Rates
 - The price of natural gas for April 2024 settled at \$1.575 per Dekatherm, representing a \$0.04 decrease from March 2024's price of \$2.490 per Dekatherm
- Operations
 - Key Indicators
 - 9,823 feet of new gas main lines installed
 - 21,205 feet installed Y-T-D
 - 2,338 feet of new service lines (57) were installed
 - 9,004 feet (168) installed Y-T-D
 - Annual pipeline leak survey should be completed by late April
 - Annual safety survey (telephone) began on April 1 and is anticipated to last about ten to fifteen days

Planning & Development

- Building & Codes
 - March 2024
 - 57 permits issued with a total valuation of \$8,443,395
 - 545 inspections
 - 41 residential plan reviews; 7 commercial plan reviews
 - 41 certificates of occupancy issued
- Planning & Zoning
 - Zoning Ordinance & Land Development Regulations Rewrite
 - Contract has been awarded to Stewart & Boudreaux
 - Project initiation and assessment of existing ordinances & regulations has commenced

Police

- Key Indicators March 2024
 - 1,288 calls for service
 - 4,768 Y-T-D
 - 103 inbound 911 calls
 - 141 citations issued

- 347 Y-T-D
- 192 warnings issued
 - 735 Y-T-D
- 28 collisions
 - 92 Y-T-D
- Upcoming
 - 5th Annual Superhero 5K for Autism on April 27th from 8:00 – 11:00 a.m.
 - 25th Annual Community Patrol Golf Classic on May 10th at Carolina Springs Golf Course

Public Works

- May Spring Cleaning
 - <https://www.fountaininn.org/402/Spring-Cleaning> to sign up for your pickup
- Stormwater Model (Grant Funded project)
 - The public comment portion has been completed
 - Consultant is developing solutions for the identified problem areas
- Sewer Rehabilitation
 - Cajenn Construction has completed the cleaning & televising part of the project and has now commenced the lining process

Recreation

- Spring Youth Baseball/Softball
 - Games began on April 1
 - Opening Day on April 13
 - Pictures will begin at 8:30 a.m. on the football field at ESSC
 - If there is inclement weather, pictures will be taken at the Activities Center
 - Games begin at 9:30 a.m.
 - Will include food vendors, a balloon artist, a DJ, face painting, etc.
- Adult Co-Ed Softball registration begins on April 29
- USTA Play Facilitators Workshop (Free)
 - For potential tennis coaches; participants will be trained to help host our summer tennis camp
 - May 11 at the Activities Center from 9:00 a.m. - noon
- 55+:
 - *Living the Dream Carnival* with Oak Street Health on April 18
 - Participants will have wishes submitted to *Wish of a Lifetime*
 - Scavenger Hunt at Cedar Falls Park on April 25
 - Trip to Riverbanks Zoo & Gardens in Columbia on May 2 at 8:00 a.m.

Chamber of Commerce

- Annual Membership Meeting: April 12 from 11:00 a.m. – 2:00 p.m. (Luncheon) at Nirvana Cultural Center (30 Howard Creek Drive)
- Business After Hours: April 16 from 5:00 – 7:00 p.m. at the Chamber Office hosted by Spero Financial
- Business Before Hours: April 23 from 8:30 – 9:30 a.m. at 325 S. Main Street hosted by First Bank
- Dunkin' Ribbon Cutting: April 23 at 10:00 a.m.

Younts Center for Performing Arts

- European Royal Classical Ballet's *Swan Lake*
 - April 26 at 7:00 p.m.
- Seussical, Jr.
 - May 3-4 and May 10-11 at 7:30 p.m.
 - May 4 and May 11 at 3:00 p.m.
- Broadway Bootcamp: Sing, Act, & Dance
 - June 17-21 and July 15-19 from 10:00 a.m. – 1:00 p.m.
 - For students in 3rd – 12th Grade
- Motown: The Music of Motor City
 - August 2-3 and August 9-10 at 7:30 p.m.
 - August 3-4 and August 10-11 at 3:00 p.m.
- Uplift: A Gospel Concert
 - September 20-21 and September 27-28 at 7:30 p.m.
 - September 21-22 and September 28-29 at 3:00 p.m.
- Disney's Frozen, Jr.
 - October 18-19 and October 25-26 at 7:30 p.m.
 - October 19-20 and October 26-27 at 3:00 p.m.
- A Christmas Carol – The Musical
 - December 6-7 and December 13-14 at 7:30 p.m.
 - December 7-8 and December 14-15 at 3:00 p.m.

FINANCE – ACCOUNTING DIVISION DEPARTMENT SUMMARY

Monthly Highlights

Business License renewal period has begun. Businesses have been mailed a license renewal application and applications and payments have started to come in. The deadline to renew is April 30, 2024.

Our Accounts Payable position has been filled. The Finance department is finally fully staffed.

Business License

PERFORMANCE INDICATORS	CURRENT	Y-T-D	PRIOR YEAR
TOTAL BUSINESS LICENSES ISSUED	235	533	1,059
TOTAL BUSINESS LICENSE REVENUE	\$214,350	\$613,491	\$1,596,938
DATAMAX – COLLECTED REVENUE	*N/A	\$47,973	\$69,780

**Datamax revenue report not available until the 15th of every month*

Hospitality

PERFORMANCE INDICATORS	CURRENT	Y-T-D	PRIOR YEAR
TOTAL COMPANIES/FOOD TRUCKS	48	51	60
TOTAL HOSPITALITY TAX REVENUE	*\$59,965	*\$480,278	\$670,354

**Revenue is collected in subsequent month. Revenue reported is for transactions through 2/29/2024.*

FINANCE – UTILITY BILLING DIVISION

Monthly Highlights

Fountain Inn Natural Gas recently began our yearly mandated pipeline safety survey in February. We have partnered with South Cross Company to complete the survey for us this year. The survey is still being performed and should be completed by mid-April 2024.

Service Lines	Current	YTD	Prior Year
New Service Line Applications	73	846	N/A
Service Lines Completed	49	686	N/A

Total Amount Billed	Current	YTD	Prior Year
Total Gas Billed	\$435,913	\$10,275,977	N/A
Aging 30 days	-\$105	- \$105	N/A
Aging 60 days	\$5,217	\$5,217	N/A
Aging 90 days	\$1,504	\$1,504	N/A
Aging 120+ days	\$360,579	\$360,579	N/A
New Applications	Current	YTD	Prior Year
New Customer Applications	89	2,049	N/A
Customer Service Statistics	Current	YTD	Prior Year
Incoming Phone Calls	1,573	19,182	N/A
Credit Card Payments	7,261	66,708	N/A
ACH Payments	1,256	14,570	N/A
Cash & Check Payments	9,149	99,733	N/A

(-) A/R balances include unapplied overpayments for customers who take advantage of budget billing

Fountain Inn Natural Gas

GAS SUPPLY

- Gas volume moved through our system: 97,627 Dths for the month of March.
- Gas consumption for March was 4.5% lower than March of 2023 and 0.5% lower than the 3-year average.
- The price of natural gas for the month of April settled at \$1.575 per Dekatherm. This represents a decrease of \$0.04 from March's price of \$1.615 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.

GAS OPERATIONS

- Our annual pipeline leak survey is in full swing; our contractor is inspecting every foot of mains and services to ensure system integrity. The survey is moving along very smoothly and should be completed by late April.
- Our phone safety survey will start April 1st and should last about 10 to 15 days depending on the responses we receive, over 15,000 calls will be made.

CUSTOMER MONTHLY BILLING

- As we continuously search for ways to improve customer service, and make our processes more efficient, we are exploring combining our 3 separate metering reading cycles into one monthly cycle later this summer. The change will be carefully planned and communicated to the impacted customers to eliminate confusion and questions. More details to follow during the next several months.

Key Indicators

PERFORMANCE INDICATORS	CURRENT	Y-T-D
NEW MAIN LINES INSTALLED	9,823 ft.	21,205 ft.
NEW SERVICE LINES INSTALLED	57 SL; 2,338 ft.	168 SL; 9,004 ft.

GAS PRICES

- FING total cost of gas continues to be fair and reasonable, see table below comparing some of the other Carolina gas companies (public and private).

NORTH CAROLINA/SOUTH CAROLINA/VIRGINIA GAS RATE COMPARISONS					
March 2024					
COMPANY	SERVICE CLASS	METER CHARGE PER MONTH	AVEWRAGE RATE PER THERM	AVG. USAGE THERMS	TOTAL COST PER MONTH
GREENWOOD CPW, SC	Residential	\$10.00	\$0.82020	75.00	\$71.52
CITY OF DANVILLE, VA	Residential	\$12.51	\$0.80850	75.00	\$73.15
CITY OF ORANGEBURG, SC	Residential	\$11.50	\$0.85640	75.00	\$75.73
GREER CPW, SC	Residential	\$10.00	\$0.93700	75.00	\$80.28
FOUNTAIN INN, SC	Residential	\$9.00	\$0.95730	75.00	\$80.80
CITY OF SHELBY, NC	Residential	\$8.50	\$1.01217	75.00	\$84.41
FORT HILL NATURAL GAS, SC	Residential	\$10.00	\$1.00000	75.00	\$85.00
CLINTON-NEWBERRY, SC	Residential	\$12.00	\$1.01980	75.00	\$88.49
DOMINION, NC	Residential	\$10.00	\$1.09899	75.00	\$92.42
PIEDMONT, SC	Residential	\$10.00	\$1.10021	75.00	\$92.52
YORK NATURAL GAS, SC	Residential	\$9.25	\$1.13545	75.00	\$94.41
CHESTER COUNTY, SC	Residential	\$6.50	\$1.31012	75.00	\$104.76
GREENVILLE UTILITIES, NC	Residential	\$14.00	\$1.35100	75.00	\$115.33
PIEDMONT, NC	Residential	\$10.00	\$1.42956	75.00	\$117.22
DOMINION, SC	Residential	\$10.90	\$1.46833	75.00	\$121.02
LANCASTER COUNTY, SC	Residential	\$5.00	n/a		✓ #VALUE!
CITY OF MONROE, NC	Residential	\$10.00	n/a		✓ #VALUE!
LAURENCE CPW	Residential	\$10.00	n/a		✓ #VALUE!
CITY OF LEXINGTON, NC	Residential	\$10.00	n/a		✓ #VALUE!
PUBLIC SERVICE OF NC	Residential	\$10.00	n/a		✓ #VALUE!



City of Fountain Inn - Human Resources Monthly Report - March 2024

Home Department**	February Headcount	March Hires / Transfers In	March Terms	March Transfers Out	March Headcount	DIVERSITY					
						Asian	Black or African American	Hispanic or Latino	White	Pacific Islander	One or More
000411 / Administration	2	0	0	0	2	0	0	0	2	0	0
000412 / Judicial	5	0	0	0	5	0	0	0	4	1	0
000413 / Council	8	0	0	0	8	0	0	1	7	0	0
000414 / Community Relations	6	0	0	0	6	0	0	0	6	0	0
000416 / Finance	10	0	0	0	10	0	2	0	8	0	0
000417 / Human Resources	2	0	0	0	2	0	0	1	1	0	0
000421 / Police	38	0	2	0	36	0	3	3	29	0	1
000422 / Fire	34	1	0	0	35	0	2	0	33	0	0
000424 / Public Works	3	0	0	0	3	0	1	0	2	0	0
000425 / Planning & Development	3	0	0	0	3	0	0	0	3	0	0
000431 / Parks/Grounds Maintenance	5	1	0	0	6	0	2	0	4	0	0
000432 / Sanitation	9	0	0	0	9	0	3	0	6	0	0
000434 / Sewer	5	0	0	1	4	0	0	0	4	0	0
000451 / Recreation	43	0	8	0	35	0	11	0	24	0	0
000453 / Facilities Maintenance	2	0	0	0	2	0	0	1	1	0	0
000510 / Gas Field	18	1	1	0	18	0	0	1	17	0	0
Totals:	191	3	11	1	184	0	24	7	151	1	1

**Based on Home Departments

FULL TIME 140 / PART TIME 44

Recruitment Status for Open Positions - AS OF 4/4/2024

416 Finance: Accounts Payable Specialist (1) Vacancy; *contract/agency engaged*
421 Police: Patrol Officer (6) Vacancies; interviews scheduled & candidates in process
422 Police: Records Technician (2) Vacancies; interviews scheduled
421/422 Dispatch: Dispatcher (2) Vacancies; interviews scheduled & candidates in process

431 Parks: Maintenance Tech I (3) Vacancies; interviews scheduled
434 Sewer: Maintenance Tech I (2) Vacancies; one offer made, reviewing apps for 2nd
510 Gas: Gas Tech I (1) Vacancy; one offer made

March NEW HIRES	Department	Title
Sellers, Mattison Braddock	000422	Firefighter
Evans, Sam Gordon	000510	Gas Technician II

Offers Accepted as of 3/29/2024

421 Police - Police Officer Recruit (1)
422 Fire - Firefighter
434 Sewer - Maintenance Tech II
510 Gas - Gas Tech III

JUDICIAL DIVISION DEPARTMENT SUMMARY

March Case Status

PERFORMANCE INDICATORS	CRIMINAL	TRAFFIC	TOTALS
CASES	53	129	183
DISPOSED CASES	12	32	45
PENDIING CASES	21	91	112

DEPARTMENT HIGHLIGHTS

Current Projects

- Jury trials scheduled for the week of April 22nd through April 25th.

PLANNING & ZONING

Zoning Ordinance & Land Development Regulations Rewrite

Stewart has been awarded the contract for the rewrite. Their involvement with the recently approved Comprehensive Plan will be invaluable during this process.

Boards & Commissions

Planning Commission (March 28th)

- SP-2024-01
 - Request: Final Development Plan, Woodside Village ID
 - TMS: 0345000100602
 - Location: Fairview Street and Diamond Tip Boulevard
 - Current Zoning: PD – Planned Development
 - Vote: 5-1, Approved

- PZ-2024-04
 - Request: Rezoning to R-12, Residential
 - TMS: 0359000100101, 0359000100109
 - Location: 603 & 605 Gulliver Street
 - Current Zoning: R-15, Residential
 - Vote: 0-6, Recommendation for approval (PC recommends the request **not** be approved)

Board of Zoning Appeals (March 18th)

- The meeting was canceled as there were no items on the agenda.

BUILDING AND CODES

INSPECTIONS	MARCH	FEBRUARY
ALL CONSTRUCTION	545	613
REINSPECTIONS	5	18
TOTAL INSPECTIONS	545	613
PERMITS ISSUED	57	74
SUBMITTED PERMITS	55	108
NEW SINGLE FAMILY	30	81
NEW MULTI-FAMILY (UNITS)	0	0
NEW COMMERCIAL	1	0
CERTIFICATES OF OCCUPANCY-ISSUED	41	24
REMODEL/ADD. RESIDENTIAL	5	3
REMODEL/ADD. COMMERCIAL	4	4
SIGN/ROOFING/SOLAR/MISC TRADE	15	20
COMMERCIAL PLAN REVIEWS	7	15
RESIDENTIAL PLAN REVIEWS	41	79

CODE COMPLIANCE

BUILDING CODE COMPLAINTS	MARCH	FEBRUARY
VEHICLES/OTHER	5	6
BUILDING – UNSAFE CONDITIONS	0	2
PROPERTY MAINTENANCE	11	3
TOTAL COMPLAINTS	16	11

FINANCIAL SUMMARY

FINANCIAL STATISTICS	MARCH	FEBRUARY
TOTAL VALUATION	\$8,443,395	\$12,913,341
TOTAL PERMIT FEES	\$69,852.50	\$55,935
TOTAL PLAN REVIEW REVENUE	\$25,850	\$28,145



City of Fountain Inn

Police Department *March 2024 Monthly Report*



National Narcotic Detector Dog Association's (NNDDA) National Competition

Officer Kunz and his K9 partner, Deuce:

- 1st Place in Narcotics
- Top Gun Award

Officer Atwood and K9 partner, Chops:

- 2nd Place in Narcotics
- Bark, Bandit, Trooper Award

The Fountain Inn Police Department received the esteemed "Top Team Award".



Rudolph Gordon School Community Walk



Easter Bunny Visits RGS Crosswalk

Autism Awareness Month

APRIL 2024

*The safety of your loved one
is important to us.*

Please take a few minutes to complete
the S.A.F.E. Program Application
to assist Law Enforcement and First
Responders if there is an emergency
involving this person.



FOUNTAIN INN



KAPOW!!

SIGN UP NOW!

\$40 Registration
****Fee Increases after 3/22**

5th Annual Superhero 5K for Autism

April 27th
8 am - 11 am

REGISTER @ Runsignup.com/Race/SC/FountainInn/PoliceSuperhero

FOUNTAIN INN

BAM!

The poster is designed in a comic book style with various panels and sound effects. The top left panel has a blue and yellow striped background with a yellow starburst containing the word "KAPOW!!" in red. The top right panel has a purple background with yellow polka dots and a red starburst containing the words "SIGN UP NOW!" in black. The middle section has a red background with orange polka dots and a large white starburst containing the event title "5th Annual Superhero 5K for Autism" in black. To the right of the title is a yellow starburst containing the date and time "April 27th 8 am - 11 am" in black. Below the title is a white banner with the registration link "REGISTER @ Runsignup.com/Race/SC/FountainInn/PoliceSuperhero" in black. The bottom left panel has a blue and red sunburst background with the words "FOUNTAIN INN" in white. The bottom right panel has an orange background with yellow polka dots and a red starburst containing the word "BAM!" in blue.



**Registration
Deadline
5/3/24**

FOUNTAIN INN POLICE
DEPARTMENT PRESENTS

25th Annual COMMUNITY PATROL GOLF CLASSIC

All proceeds benefit the following community programs

- Youth Summer Camp
- Senior Watch Program
- Citizen's Police Academy
- Neighborhood Watch Programs
- National Night Out
- LEO Santa Toy Drive

Team Fee \$280
Mulligans \$20 each

FRIDAY, MAY 10TH 2024
Carolina Springs Golf Course

**Dinner, Awards Ceremony, & Door Prizes
to immediately follow**

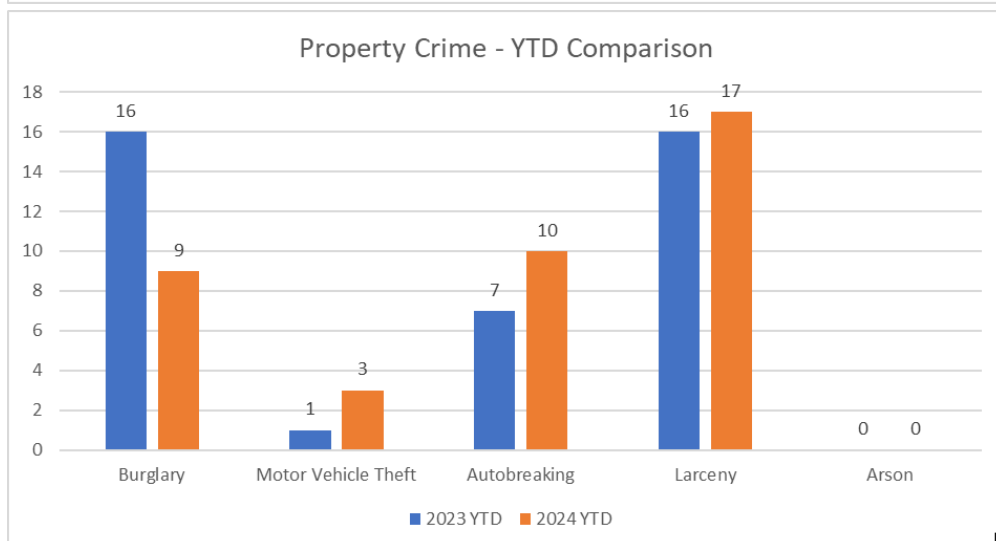
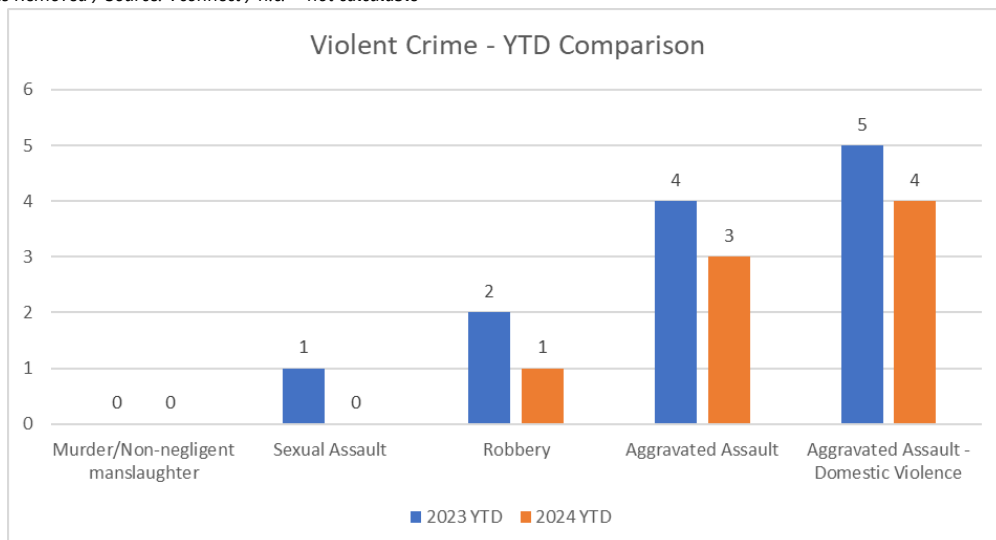
Questions? Contact Sgt. Troy McBride @ 864-908-3668 or via email: troy.mcbride@fountaininn.org



Part I Crime Statistics

Violent Crime						
Crime Type	Mar 2023	Mar 2024	Difference	2023 YTD	2024 YTD	Difference
Murder/Non-negligent manslaughter	0	0	0	0	0	0
Sexual Assault	0	0	0	1	0	-1
Robbery	1	1	0	2	1	-1
Aggravated Assault	0	2	2	4	3	-1
Aggravated Assault - Domestic Violence	2	2	0	5	4	-1
Total Violent Crime	3	5	2	12	8	-4
Property Crime						
Crime Type	Mar 2023	Mar 2024	Difference	2023 YTD	2024 YTD	Difference
Burglary	1	4	3	16	9	-7
Motor Vehicle Theft	0	1	1	1	3	2
Autobreaking	3	3	0	7	10	3
Larceny	3	4	1	16	17	1
Arson	0	0	0	0	0	0
Total Property Crime	7	12	5	40	39	-1
Total Part I Crime	10	17	7	52	47	-5

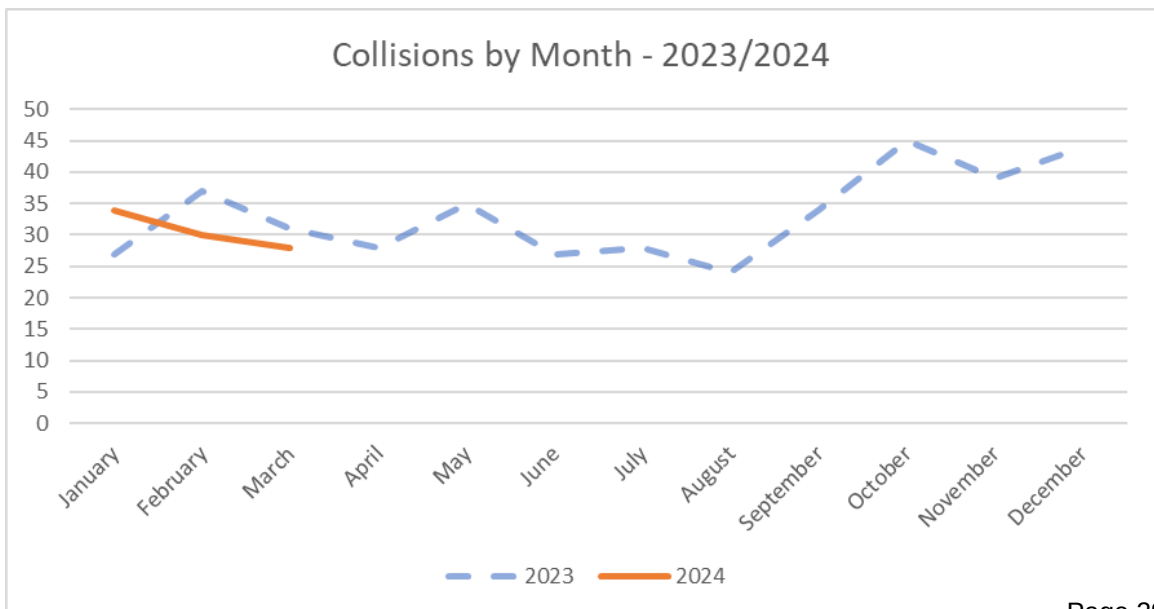
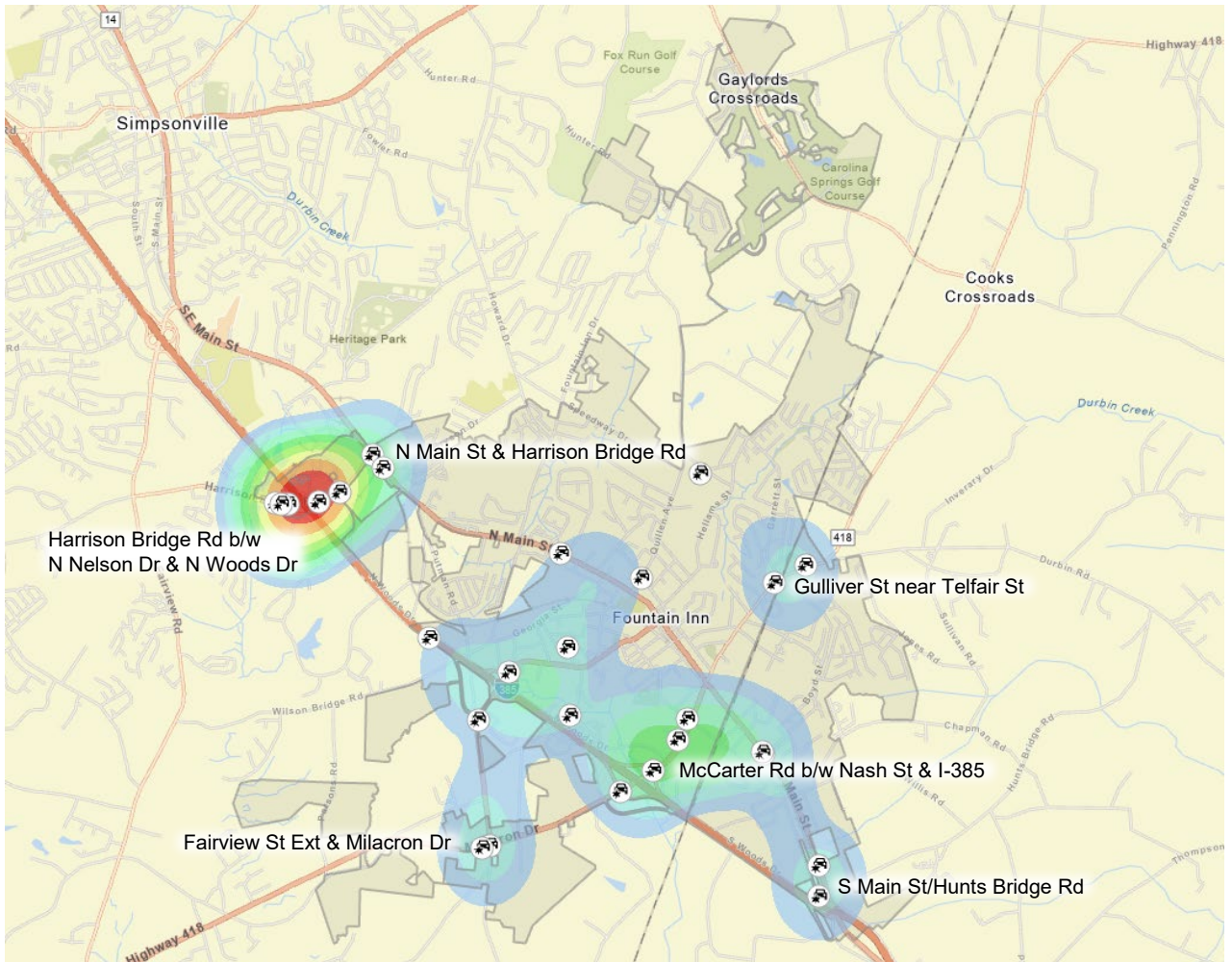
Unfounded Cases Removed / Source: Vconnect / n.c. = not calculable





Collision Statistics

Count	Mar 2023	Mar 2024	Difference	2023 YTD	2024 YTD	Difference
Collisions	31	28	-3	95	92	-3





Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Grand Total
7 AM		2			1			3
8 AM					2			2
9 AM							1	1
10 AM	1	1				1		3
11 AM			1	1				2
1 PM		1						1
2 PM	1	1				1		3
3 PM					1			1
4 PM					2		1	3
5 PM	1					1	1	3
6 PM				1				1
7 PM		1		1				2
8 PM				2		1		3
Grand Total	3	6	1	5	6	4	3	28

- Hot Day for Collisions in March – Mondays/Thursdays
– 6 collisions each
- Hot Time Range for Collisions in March – 1600-1759
– 6 collisions total

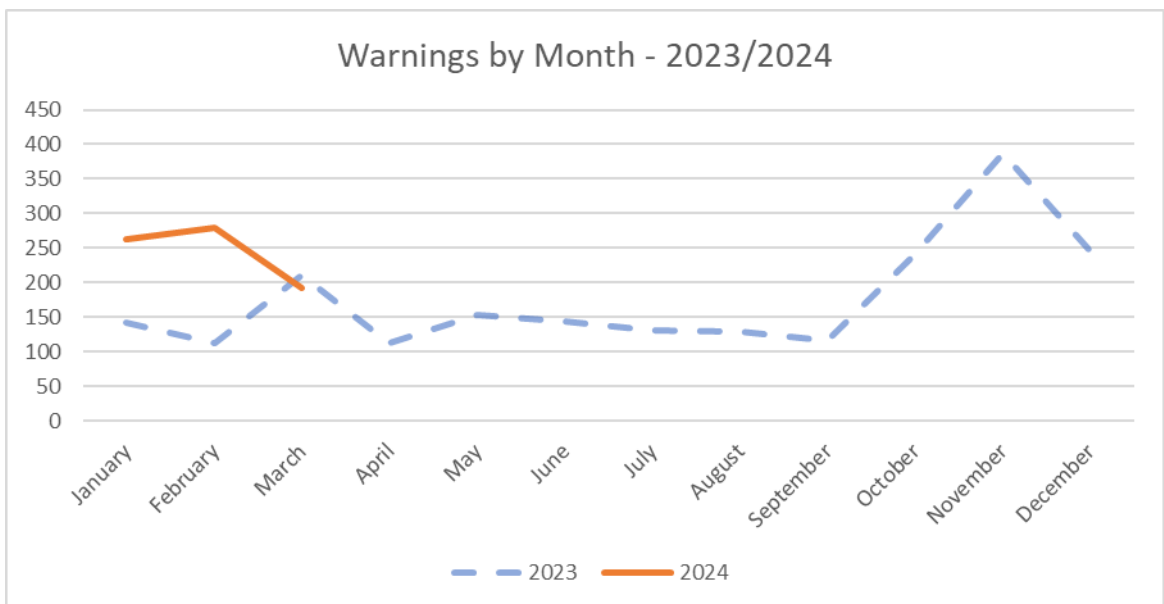
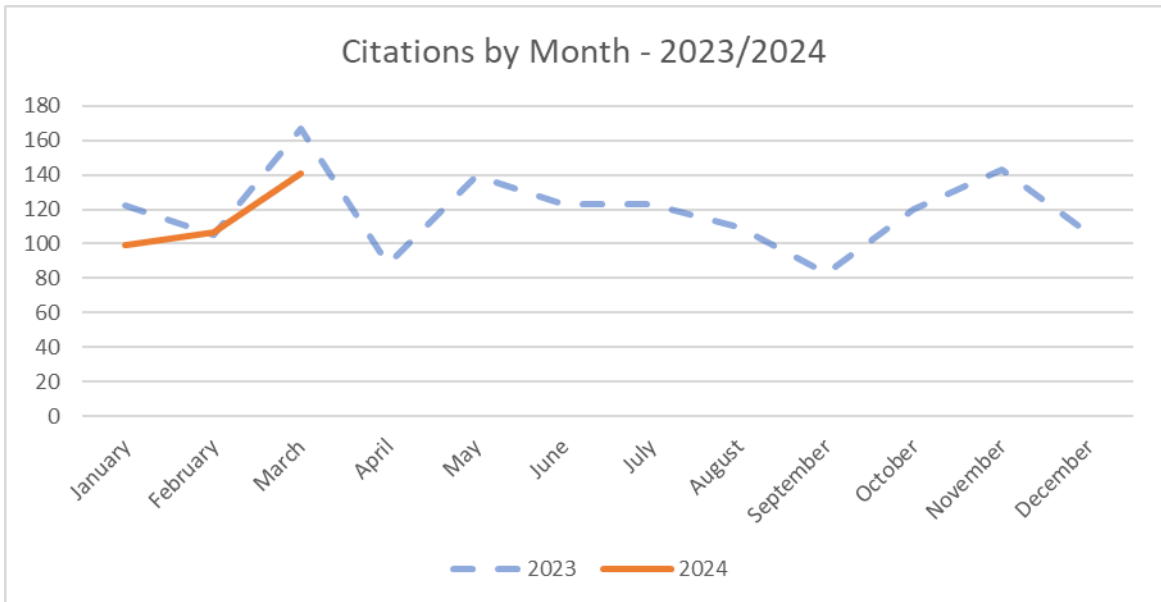
March 2024 Primary Contributing Factors	Count
Followed Too Closely	8
Failed to Yield Right of Way	4
Disregarded Signs, Signals, Etc	2
Other Improper Action	1
Made an Improper Turn	1
Distracted / Inattention	1
Aggressive Operation of Vehicle	1
Driving Too Fast for Conditions	1
Grand Total	19

**Does not include 9 private property collisions*



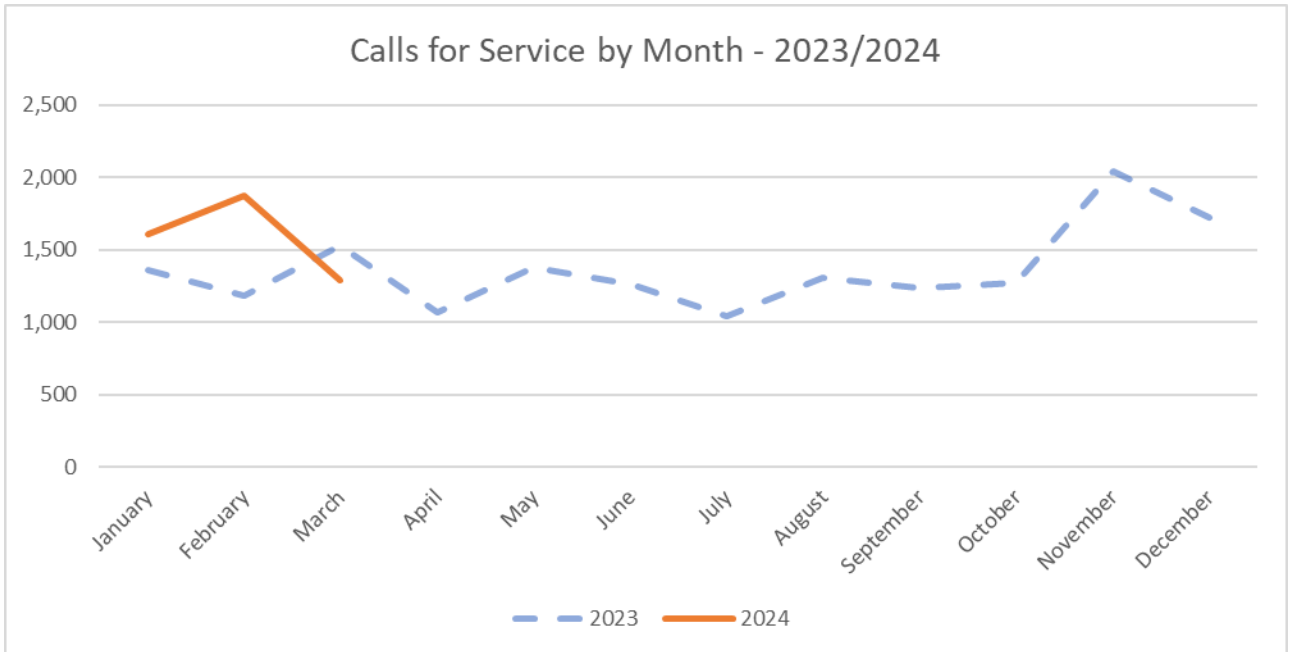
Citation/Warning Statistics

Contact Type	Mar 2023	Mar 2024	Difference	2023 YTD	2024 YTD	Difference
Citations	167	141	-26	394	347	-47
Warnings	211	192	-19	467	735	268





Count	Mar 2023	Mar 2024	Difference	2023 YTD	2024 YTD	Difference
Calls for Service	1,529	1,288	-241	4,072	4,768	696



Communications Call Summary Report

March Call Summary				
Call Type		Mar 2023	Mar 2024	% Change
911	Inbound	226	103	-54.4%
Administrative	Inbound	1,637	1,536	-6.2%
	Outbound	640	705	10.2%



Department

Public Works

Report

Monthly

Public Works -February 2024

Works Orders

PERFORMANCE INDICATORS	Current	Y-T-D	Prior Year
Animal Control	1	1	26
Facilities Maintenance	16	28	134
Sanitation	53	105	553
Streets and Grounds	4	22	116
Utilities	40	84	81

These are orders that is above normal scheduled maintenance by Public Works

Department Highlights

Sanitation: The new one arm sanitation truck arrived and is in service. Employee recognition for Jack Bond for going above the call of duty.

Durbin Creek Sewer Rehabilitation: Work completed to date Sewer mains that been cleaned and CCTV inspected Approx. 33,411.7 L.F. of 8 inch and 1,417.5 L.F. of 6 inch has been completed

Woodside Street Scape: Continuing to move forward in a positive direction, Still have utilities to move back.

Current Staff

Recreation Director-James Rice

1. Activities Manager-Beth Anne
2. Senior Activities Assistant-Sue Grubbs
3. Activities Assistant-Heather Johnson
4. Rec Coordinator-Justin Kelly
5. Rec. Coordinator-Justin Heisey
6. 11 -Recreation Support Staff

❖ 2024 Spring Baseball/Softball/T-Ball

❖ April 1st Games Started

❖ April 13th Opening Day Ceremony

❖ Rain Out Contingency Plan (Activities Center-Same Day)

- a. Games Starting @8:30am-2:00pm
- b. Team Pictures
- c. Balloon Artist
- d. DJ
- e. Face Painter
- f. Food Vendors
- g. In-Kind Support from local Partners/Donations (Water/Sunscreen)

❖ Adult Co-Ed Softball Registration Begins-4-29-24

City of Fountain Inn USTA Play Facilitators Workshop

Exciting News! Introducing our City of Fountain Inn USTA Play Facilitators Workshop for potential tennis coaches, the ultimate opportunity to unleash your potential and shape the future of tennis development for beginners. The Workshop is **FREE!** The workshop will focus on play-based strategies to inspire beginner tennis players of all ages and abilities to engage in the sport. Participants will be trained to help host and support a Summer Tennis Camp!

Date: Saturday, May 11th, 2024

Location: Activities Center, 610 Fairview St. Fountain Inn, SC 29644

Time: 9:00am-12:00pm

Ages: 14 & Up

55 + News

APRIL

- 4th - GroupHab Class “The Importance of Balance in Aging” - Short seminar on balance followed by free balance screenings by certified Physical Therapists. Breakfast provided.
- 11th - Nutrition Class “In The Garden” - Learning the importance of buying locally. Participants will be starting seeds that they can take home for their own backyard garden.
- 16th - BINGO - Sponsored this month by our local VooDoo Brewery
- 18th - "Living the Dream Carnival" with Oak Street Health - Event includes food, games, and prizes. Participants are encouraged to dream big and make a wish. That wish will be submitted to that *Wish of a Lifetime* (organization that is sort of like the Make a Wish Foundation but for seniors).
- 25th - Scavenger Hunt @ Cedar Falls Park - Get to know your local parks on a short hike to the falls. Participants will receive a short list of items to locate on their walk. We will meet back at the shelter to see how many items people found and to hand out small goodie bags. Afterwards, everyone will meet up for a small brunch at The Yum Yum Shop.
- A Third pickleball court is up and running at the Activities Center and being put to good use!

55+ End of Year Trip

Plans have been finalized for Thursday May 2nd @ 8:00 AM a trip to Riverbanks Zoo & Gardens in Columbia. Traveling with Jean's Bus Service on a 54-passenger bus. Senior Watch at our police department is being contacted and invited to join, possibly to have a small "town hall" about safety on the way down. Plans are to spend the day at the zoo and depart at 1:00 PM from Columbia. Lunch has been scheduled at the Blue Ocean in Clinton at 2:30 PM. We expect to arrive back at the Activities Center around 4:00 PM. We are working on all participants receiving a T-shirt and goodie bag for the trip. More information provided in the days to come.

BASEBALL & SOFTBALL

OPENING DAY

GAME SCHEDULE

MIRACLE FIELD

9:30 AM

TB DODGERS
VS

TB BRAVES

10:45 AM

TB RED SOX
VS

TB CARDINALS

NOON

6U CARDINALS
VS

6U RED SOX

FIELD #1

9:40 AM

6U BRAVES
VS

6U PHILLIES

10:55 AM

6U RAYS
VS

6U YARD GOATS

12:10 PM

8U CARDINALS
VS

8U RIVERDOGS

FIELD #2

9:50 AM

6U DODGERS
VS

6U FLYING
SQUIRRELS

11:05 AM

6U SLIDERS
VS

6U CUBS

FIELD #3

10:00 AM

8U ROYALS
VS

8U SNAPPERS

11:15 AM

8U RED SOX
VS

8U HOT RODS

12:20 AM

8U BULLS
VS

8U DODGERS

PICTURES

PICTURES WILL BEGIN AT 8:30 AM ON THE FOOTBALL FIELD

FOOD TRUCKS LUCKEY D'S CAFE AND VAMPIRE PENGUIN
WILL BE IN PARK FOR OPENING DAY!

FOOD | FACEPAINTING | LIVE DJ | GIVEAWAYS

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

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

April 11, 2024 Regular

City Council Meeting

☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested:** April 11, 2024

Ordinance/Resolution Caption: 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; to assign the annexed property to a Council Ward; and other related matters.

Summary Background: AXZ-2024-01 would annex 8.22 acres on Jones Mill Road into the City limits of Fountain Inn; zone TMS# 0555030101003 to R-15, Residential District and assign the parcel to Council Ward 4.

The Planning Commission voted (5-0) in favor of the annexation and zoning of the property on January 25, 2024. No one spoke in opposition to the request at the public hearing.

The Fountain Inn Museum owns approximately 20 acres adjacent to the Parklynn Hills subdivision, which is already located within the corporate limits of the City of Fountain Inn. These 20 acres are in Zone V of the Eagle Springs Planned Development, which is defined as ... *the conservation-open space portion of the Project and is located along Durbin Creek.*

Impact If Denied: The 8.22-acre tax parcel would remain in unincorporated Greenville County and zoned R-S Residential Suburban. The applicant's project would be allowed by unincorporated Greenville County and would likely still move forward.

Impact If Approved: The property owner would continue implementing its vision for the use of the property, which includes the preservation of the Historic Jones Mill and the establishment of a nature park to include walking trails, pedestrian bridges over Durbin Creek, informative displays, and picnic shelters.

ORDINANCE

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; TO ASSIGN THE ANNEXED PROPERTY TO A COUNCIL WARD; AND OTHER RELATED MATTERS (1344 Jones Mill Road).

WHEREAS, Charles E. Gray and Fountain Inn Museum, INC. have filed a proper petition with the City using the 100 percent petition method concerning those parcels or tracts of land, which property is contiguous to the City limits petitioning for annexation of said property to the City of Fountain Inn under the provisions of South Carolina Code Annotated section 5-3-150-(3) and described as follows:

ALL those certain pieces, parcels or tracts of land containing approximately 8.22 acres, being on Jones Mill Road in Greenville County, South Carolina, and described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

GREENVILLE COUNTY TMS # 0555030101003

WHEREAS, it appears to the City Council that annexation would be in the best interest of the property owners and the City; and

WHEREAS, the notice and public hearing requirements of South Carolina Code Annotated section 5-3-150 have been complied with:

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

Section 1. **ANNEXATION:** That the property herein described is hereby annexed to and becomes a part of the City effective on the date of the passage of this Ordinance.

Section 2. **ZONING CLASSIFICATION:** The property herein described is hereby assigned the zoning classification of R-15: Single Family Residential.

Section 3. **DISTRICT ASSIGNMENT:** The described property shall be assigned to City Council Ward 4.

Section 4. **FLOOD RATE INSURANCE MAPS:** In accordance with the provisions of 44 CFR §64.4, in the event that the newly annexed area was previously located in a community participating in the NFIP Program, pending formal adoption of the amendment to its flood plain management regulations, the City hereby certifies that within the newly annexed area the flood plain management requirements previously applicable in the area remain in force. In the event that the newly annexed area was previously located in a community not participating in the NFIP Program, upon annexation, and pending formal adoption of the amendments to its flood plain management regulations, the City certifies that it shall enforce within the newly annexed area, existing flood insurance policies which shall remain in effect until their date of expiration may be renewed, and new policies may be issued.

Section 5. **AUTHORIZATION.** 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 affect the actions authorized by this Ordinance in accordance with the conditions herein set forth.

Section 6. **EFFECTIVE DATE.** This Ordinance shall be effective upon second and final reading by the City Council.

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:

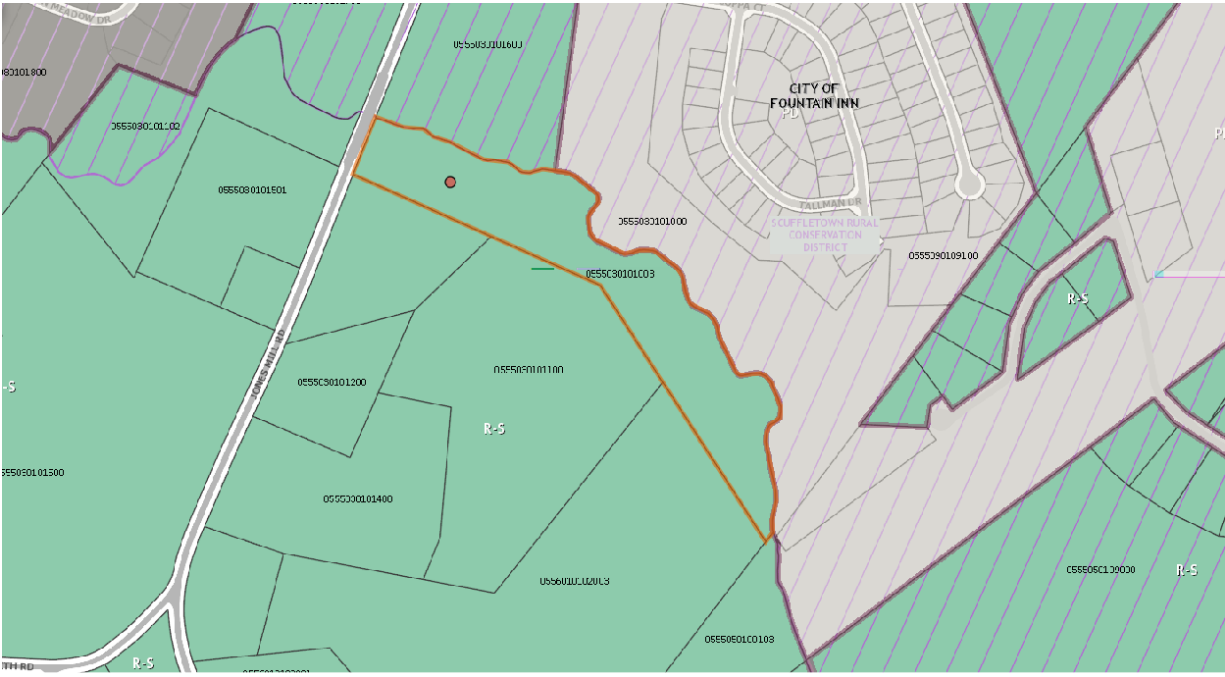
Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC

First Reading: March 14, 2024
Second Reading / Final Approval: April 11, 2024

EXHIBIT A
DEPICTION OF PROPERTY





Dear Mayor Mcleer and City Administrator Shawn Bell,

The Fountain Inn Museum respectfully presents this letter to formally request the annexation of 8.22 acres situated off Jones Mill Road. This specific parcel of land, identified by its Tax Map Number (TMS) 0555030101003 and documented in Plat Book 1360 on page 0082 (attached for your reference), holds significant promise for the betterment of our community. After thorough reflection and a comprehensive assessment of the benefits associated with integration into the Fountain Inn community, we maintain a strong belief that this annexation serves the best interests of all stakeholders.

Our vision for the utilization of this land encompasses a wide array of functions, including but not confined to the potential for agricultural activities, the establishment of a "nature park" focused on the preservation of natural habitats, and the facilitation of educational opportunities. In pursuit of this educational initiative, we intend to create an outdoor classroom and embark on the restoration of the Historic Jones Mill, a cherished element of our local heritage. Additionally, we envision an immersive experience for visitors, where they can connect with the natural surroundings via an interconnected network of walking trails, complete with carefully designed bridges spanning Durbin Creek. To elevate the visitor experience, our plan includes the incorporation of informative displays and picnic shelters. Importantly, these developments have been meticulously designed to align with the rural character that defines the surrounding area. To ensure convenience and comfort, we have also incorporated essential amenities such as restrooms and parking facilities into our proposal.

We have already consulted with the affected property owners, and they are fully supportive of this annexation request. We understand that the annexation process requires careful consideration, review, and approval by the appropriate authorities. We kindly request that you initiate the necessary steps to evaluate our annexation request. We are prepared to provide any additional documentation, attend public meetings, or participate in any public hearings to further support our case.

We are confident that this annexation aligns seamlessly with the long-term vision and objectives of the City of Fountain Inn. It is our earnest belief that this annexation will make a substantial contribution to the city's continued growth and prosperity. We sincerely appreciate your time, consideration, and unwavering dedication to serving the community of Fountain Inn. Please be assured that we are at your complete disposal for any further information or inquiries regarding our request.

Thank you for your attention to this matter, and we eagerly anticipate a positive outcome.

Sincerely,

Charles E. Gray

Chairman, Jones Mill Committee
Fountain Inn Museum, Board Member

102 Depot Street, Fountain Inn SC 29644
(864) 862-2586 ext. 24 www.FountainInnMuseum.org



Fountain Inn Planning and Development
200 North Main Street
Fountain Inn, SC 29644
Office: 864.409.3334

TO: Planning Commission

FROM: Planning and Development Department

RE: AXZ-2024-01

APPLICANT: Charles E. Gray for Fountain Inn Museum, INC

PROPERTY LOCATION: 1344 Jones Mill Road

PIN/TMS#(s): 0555030101003

EXISTING ZONING: R-S, Residential Suburban (Greenville County)

REQUESTED ZONING: R-15, Residential

PROPOSED LAND USE: Recreation

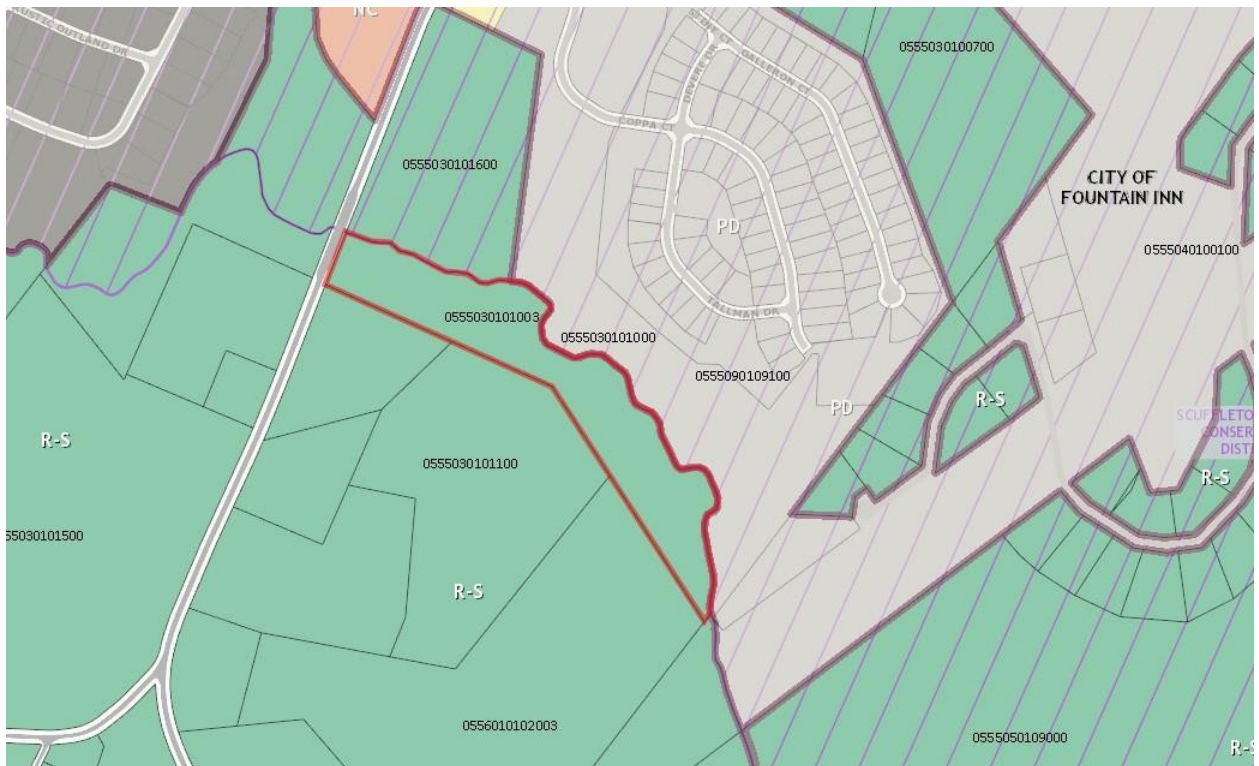
ACREAGE: 8.22

COUNCIL WARD: 4 – Phil Clemmer

EXISTING LAND USE:	Residential Vacant
REQUEST:	The City of Fountain Inn received a signed petition requesting annexation into the city pursuant to the South Carolina Code of Laws Section 5-3-10. The owner requested this parcel be annexed into the City of Fountain Inn and rezoned from R-S, Residential Suburban in Greenville County to R-15, Residential. The applicant intends to use the site for public recreation.
FOUNTAIN INN MASTER PLAN CONFORMANCE:	The subject property is part of the proposed <u>INNvision Fountain Inn Master Plan</u>, where it is identified as <i>Low to Medium Density Residential</i>. Typical densities in this designation would be less than 4 dwelling units per acre. The property is also in the Conservation Design Overlay. The overlay contains environmentally sensitive areas where development should be designed to preserve key natural resources.
PLANNING COMMISSION FUNCTION:	It is the function and duty of the Fountain Inn Planning Commission to promote public health, safety, morals, convenience, prosperity, or the general welfare, as well as the efficiency and economy of its area of jurisdiction.
STAFF RECOMMENDATION:	Staff finds this request to be consistent with the continuing vision for the area. Staff believes an approval would have no negative impact on the public health, safety, or welfare of the surrounding area. Staff recommends approval of the requested annexation and rezoning to R-15, Residential District.

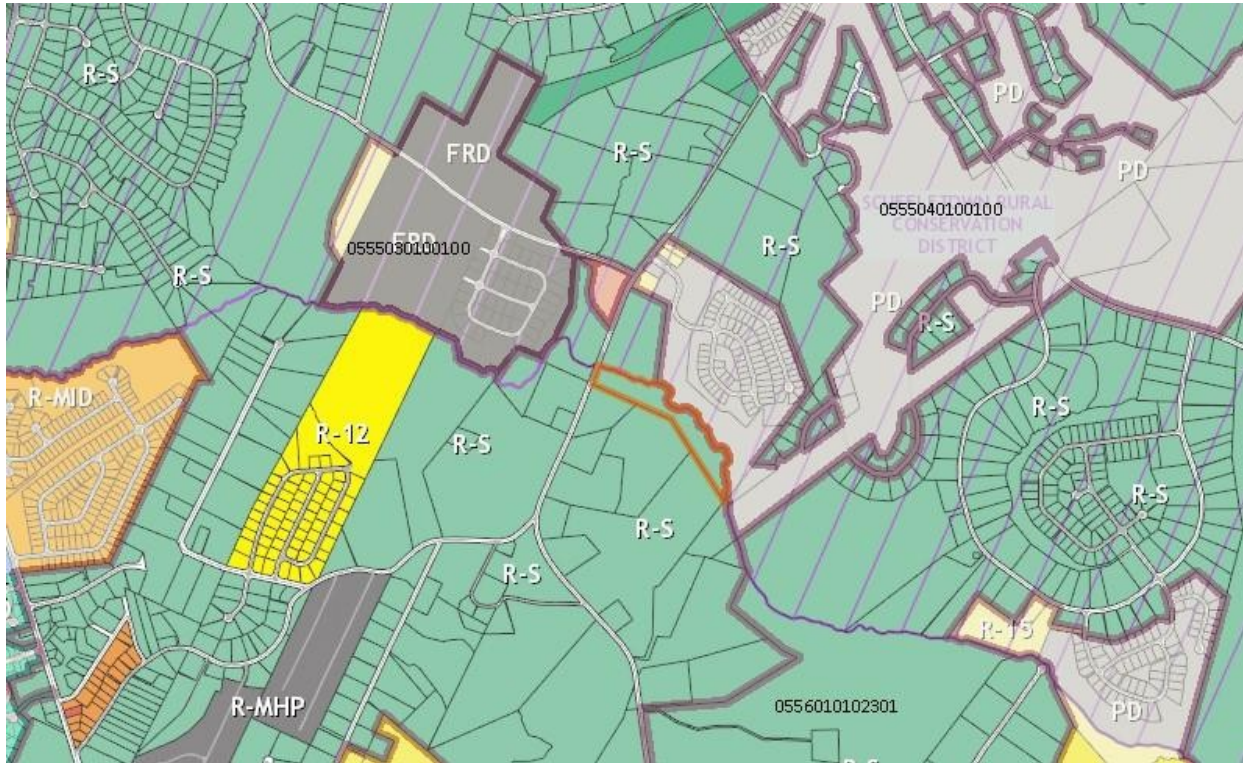


Aerial Photography



Zoning Map

Vicinity Map



ORDINANCE NO. 2024-3

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING TWO MILLION DOLLARS (\$2,000,000) CITY OF FOUNTAIN INN, SOUTH CAROLINA SEWER SYSTEM REVENUE BOND, SERIES 2024 AND OTHER MATTERS RELATING THERETO.

SERIES ORDINANCE

Enacted April 11, 2024

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Exhibit B Form of the Loan Agreement.....	B-1

BE IT ORDERED AND ORDAINED BY THE CITY OF FOUNTAIN INN, SOUTH CAROLINA, IN COUNCIL ASSEMBLED AND BY THE AUTHORITY THEREOF:

**ARTICLE I
FINDINGS OF FACT**

Section 1.1 Findings and Determinations.

As an incident to the enactment of this ordinance, and the issuance of the bond provided for herein, the City Council of the City of Fountain Inn (the “**City Council**”), the governing body of the City of Fountain Inn, South Carolina (the “**City**”), finds that the facts set forth in this Article I exist and the following statements are in all respects true and correct:

(a) The City has made general provision for the issuance from time to time of Sewer System Revenue Bonds (“**Bonds**”) of the City through the enactment of an ordinance entitled “AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SEWER SYSTEM REVENUE BONDS OF THE CITY OF FOUNTAIN INN, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO” (“**Bond Ordinance**”) on June 8, 2006;

(b) The Bonds are payable solely from and secured by a pledge of the Gross Revenues remaining after payment of costs of operation and maintenance of the System and such pledge at all times and in all respects is superior to pledges made and given to secure other obligations payable from the revenues of the System;

(c) It is provided in and by the Bond Ordinance that, upon enactment of a “Series Ordinance” there may be issued one or more series of parity Bonds for the purpose of (i) obtaining funds for the expansion, improvement, repair and replacement of the sewer system of the City (“**System**”); (ii) providing funds for the payment of any bond anticipation note or notes that may have been issued in anticipation of the issuance and sale of Bonds; (iii) refunding Bonds or other obligations issued to provide land or facilities that are or are to become a part of the System or that are or were payable in whole or in part from revenues of the System, including any redemption premium related thereto; (iv) providing funds for the payment of interest due on such Bonds; (v) funding a debt service reserve fund established for the benefit of the holders of a particular Series of Bonds or restoring such funds to their required funding level; and (v) paying the cost of issuance of Bonds, including the cost of any credit enhancement therefor;

(d) Pursuant to the terms of the Bond Ordinance, the City has previously issued its (i) \$3,706,981.57 Sewer System Revenue Refunding Bond, Series 2012, dated December 18, 2012 (“**2012 Bond**”), the proceeds of which were used to currently refund the Sewer System Revenue Bond, Series 2009 of the City and (ii) \$1,118,000 Sewer System Revenue Bond, Series 2014, dated December 16, 2014 (“**2014 Bond**” and together with the 2012 Bond, “**Bonds Outstanding**”), the proceeds of which were used to (A) defray the costs of (I) the acquisition of land, (II) the acquisition, construction, renovation, installation, furnishing and equipping of facilities, sewer lines and equipment related to the System, and (III) the continuation of System rehabilitation and repair and (B) pay the costs of issuance of the 2014 Bond; which are payable solely from and secured by a pledge of the Gross Revenues remaining after payment of costs of operation and maintenance of the System;

(e) The City Council has determined that it is in the best interests of the customers to undertake the further expansion, improvement, repair and replacement of the System, as more particularly described on Exhibit A hereto (“**Project**”);

(f) Pursuant to Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as amended, (“**Act**”), the City previously applied to the South Carolina Water Quality Revolving Fund Authority (“**Authority**”) for a loan (“**Loan**”) from the South Carolina Water Pollution Control Revolving Fund to provide funds to defray the costs of the Project;

(g) The Authority, after review of the City’s loan application, conditionally approved the Loan;

(h) The funds are to be loaned and secured pursuant to a loan agreement (the “**Loan Agreement**”) between the City and the State Authority;

(i) By reason of the foregoing, the City has determined to enact this ordinance as a “Series Ordinance” in accordance with the terms and provisions of the Bond Ordinance in order to (i) undertake the Loan, and (ii) issue a Series of Bonds, in the form of a promissory note, on parity with the Bonds Outstanding, in an amount not exceeding \$2,000,000, to evidence its obligations under the Loan Agreement; and

(j) The City will apply the proceeds of the Loan to (i) pay actual, eligible costs of the Project and (ii) pay the costs of issuance of the Series of Bonds.

ARTICLE II DEFINITIONS AND AUTHORITY

Section 2.1 Definitions.

Unless the context shall clearly indicate some other meaning or another definition is provided for in this 2024 Series Ordinance, as defined below, (i) the terms defined in Section 2.02 of the Bond Ordinance shall have the meanings ascribed thereto therein for all purposes of this 2024 Series Ordinance and of any resolution, certificate, opinion, instrument or other document herein or therein mentioned and (ii) the following terms shall have the following respective meanings:..

“**Bond Counsel**” shall mean an attorney or a firm of attorneys which is nationally recognized as being experienced in matters relating to the validity of, and the state and federal income tax treatment of interest on, obligations of states and their political subdivisions and whose opinions are generally accepted by purchasers of municipal bonds, as selected by the City.

“**Bond Ordinance**” shall mean the Ordinance entitled “AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SEWER SYSTEM REVENUE BONDS OF THE CITY OF FOUNTAIN INN, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO” enacted June 8, 2006, by the City Council.

“**Loan Agreement**” shall mean the Loan Agreement dated on or around [], 2024, by and between the Authority and the City and, if amended or supplemented, such Loan Agreement as so amended or supplemented. The form of the Loan Agreement appears as **Exhibit B** hereto and, with all appendices thereto, is incorporated herein by reference.

“**Note**” shall mean the Promissory Note authorized and issued pursuant hereto, the form of which appears as Appendix “E” to the Loan Agreement.

“**Project**” shall mean the projects identified on **Exhibit A** hereto, with such changes, additions or deletions as may, from time to time, be approved by the South Carolina Department of Health and

Environmental Control and the City.

“Series 2024 Bond” shall mean the not exceeding \$2,000,000 in aggregate principal amount Sewer System Revenue Bond, Series 2024 of the City, authorized by this 2024 Series Ordinance.

“Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., its successors and assigns.

“2024 Debt Service Fund” shall mean the fund established with the Trustee pursuant to Section 5.2 hereof to provide for the payment of the principal of and interest on the Series 2024 Bond.

“2024 Debt Service Reserve Fund” shall mean the fund established with the Trustee pursuant to Section 5.2 hereof to provide a reserve for payment of principal of and interest on the Series 2024 Bond.

“2024 Series Ordinance” shall mean this Series Ordinance.

Section 2.2 Authority for this 2024 Series Ordinance.

This 2024 Series Ordinance is enacted pursuant to the provisions of the Bond Ordinance.

ARTICLE III USEFUL LIFE

Section 3.1 Determination of the Useful Life of the System

The period of usefulness of the System is hereby determined to be not less than forty (40) years from the date hereof.

ARTICLE IV THE LOAN

Section 4.1. Authorization of Loan. City Council authorizes the acceptance of the Loan from the Authority of not exceeding \$2,000,000, pursuant to and in accordance with, the provisions of the Loan Agreement.

Section 4.2. Repayment of Loan by the City. City Council authorizes the repayment of the Loan by the City to the Authority from Gross Revenues of the System (after payment of costs of operation and maintenance of the System), or, if said revenues are not sufficient, from state appropriations as the City may become entitled to, pursuant to, and in accordance with, the provisions of the Loan Agreement and the Note.

Section 4.3. Loan Agreement. The Loan Agreement, in substantially the forms attached to this 2024 Series Ordinance as Exhibit B, with such changes as the executing officers may approve (their execution to be conclusive evidence of such approval), is hereby approved and the execution and delivery of the Loan Agreement, on behalf of the City is hereby authorized and directed. The Loan Agreement shall be executed on behalf of the City by the Mayor of the City (the “*Mayor*”) and attested by the City Administrator. The Loan Agreement is incorporated in this Ordinance by reference as if fully set forth herein.

ARTICLE V THE SERIES 2024 BOND

Section 5.1 Authorization and Issuance of Series 2024 Bond

(a) Pursuant to the provisions of the Bond Ordinance, City Council authorizes the issuance of Series 2024 Bond entitled to the benefits, protection and security of the provisions of the Bond Ordinance. The Series 2024 Bond shall be issued as a single instrument in the form of a promissory note, be dated its date of delivery, as determined by the City Administrator, and designated “Sewer System Revenue Bond, Series 2024 of the City of Fountain Inn, South Carolina”. The form of the Note shall be as set forth as Appendix “E” of the Loan Agreement.

(b) The Note is issued to the Authority for the purposes of evidencing and securing the obligations of the City under the Loan Agreement pursuant to the terms of the Act. The Note shall not be issued in book-entry form.

(c) The principal amount of the Note shall not exceed \$2,000,000.

(d) The Note shall constitute a Term Bond under the Bond Ordinance and shall be on parity in all respects with all Bonds previously or hereafter issued thereunder, and shall be entitled to the same protections and benefits set forth therein.

(e) The Note shall bear interest at the rate and shall be payable as to principal and interest by way of quarterly payments in such amounts, at such times, and in such manner and shall have such other terms and provisions as are set forth in Appendix “B” to the Loan Agreement, or as may be finally determined by the Authority and approved by the City Administrator. The final payment date of the Note is expected to be [August 1, 2046.]

(f) The Note is subject to prepayment in whole or in part at any time without penalty or premium. Partial prepayments shall be applied as provided in the Note.

(g) The Note shall be payable by check or electronic funds transfer made payable to the Authority as provided in Section 4.4.2 of the Loan Agreement.

(h) The Note will constitute the sole instrument of the Series 2024 Bond authorized hereby, and the City and the Trustee agree that no special numbering thereof shall be required.

Section 5.2 Application of the Proceeds of the Loan; Creation of 2024 Debt Service Reserve Fund; Creation of 2024 Debt Service Fund

(a) The proceeds of the Loan shall be applied by the City to the design, construction, installation and equipping of the Project as more fully set forth on *Exhibit A* hereto. Disbursement of the proceeds of the Series 2024 Bond shall not occur at the delivery thereof, but shall be made in accordance with Section 1.3, Section 1.5 and Section 1.6 of the Loan Agreement.

(b) There is hereby authorized to be created a fund titled the “**2024 Debt Service Reserve Fund**” which shall be established to provide a reserve for payment of principal of and interest on the Series 2024 Bond only and no other Series of Bonds authorized under the Bond Ordinance. The Reserve Requirement with respect to the Series 2024 Bond is equal to the maximum amount due on the Note during any full calendar year unless amended in accordance with Section 4.2 of the Loan Agreement. The 2024 Debt Service Reserve Fund shall be funded in accordance with the terms of the Loan Agreement. The 2024

Debt Service Reserve Fund shall be held in the complete custody and control of the Trustee, and withdrawals shall be made by the Trustee for the purposes provided in the Bond Ordinance and the Loan Agreement. For purposes of providing a record and accurate accounting, funds in the 2024 Debt Service Reserve Fund shall be segregated from other funds of the City held by the Trustee.

(c) There is hereby authorized to be created a fund titled the “**2024 Debt Service Fund**” which shall be established to provide for the payment of the principal of and interest on the Series 2024 Bond as the same become due under the terms of the Loan Agreement and no other purpose. The City shall make deposits to the 2024 Debt Service Fund as set forth in Section 4.3.2 of the Loan Agreement. The 2024 Debt Service Fund shall be held in the complete custody and control of the Trustee, and withdrawals shall be made by the Trustee for the purposes provided in the Bond Ordinance and the Loan Agreement.

Section 5.3 Appointment of Registrar, Paying Agent and Trustee; Authentication

The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Registrar, Paying Agent and Trustee under the Bond Ordinance.

The Series 2024 Bond shall be presented for authentication by the Trustee in the form attached as Appendix “E” to the Loan Agreement.

ARTICLE VI EXECUTION OF BONDS; NO RECOURSE

Section 6.1 Execution

The Series 2024 Bond shall be executed on behalf of and in the name of the City by the Mayor and attested by the City Administrator and authenticated in accordance with the applicable provisions of the Bond Ordinance and Loan Agreement.

Section 6.2 No Recourse

All covenants, stipulations, promises, agreements and obligations of the City contained in the Bond Ordinance or in this 2024 Series Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not those of any officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2024 Bond or for any claim based thereon or on the Bond Ordinance or on this 2024 Series Ordinance, either jointly or severally, against any officer or employee of the City or any person executing the Series 2024 Bond.

ARTICLE VII MISCELLANEOUS

Section 7.1 Severability.

If any one or more of the covenants or agreements provided in this 2024 Series Ordinance on the part of the City to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2024 Series Ordinance.

Section 7.2 Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this 2024 Series

Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this 2024 Series Ordinance.

Section 7.3 Additional Documents and Other Actions.

The Mayor, the City Administrator and the City Clerk are fully authorized and empowered to take any further action and to execute and deliver any closing documents as may be necessary and proper to effect the delivery of the Series 2024 Bond in accordance with the terms and conditions hereinabove set forth, and the action of the officers or any one or more of them in executing and delivering any documents, in the form as he, she or they shall approve, is hereby fully authorized.

City Council hereby further authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City hereunder and under the Bond Ordinance and the Loan Agreement and to perform all other actions as they shall consider necessary or advisable in connection with the issuance of the Series 2024 Bond and the undertaking of the Project.

Section 7.4 Notices.

All notices, certificates or other communications hereunder or under the Bond Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid addressed as follows:

If to the City: City of Fountain Inn, South Carolina
200 North Main Street
Fountain Inn, South Carolina 29644
Attention: City Administrator

If to the Trustee: The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Corporate Trust Division

The City and the Trustee may, by notice given to the other parties, designate any further or different addresses to which subsequent notice, certificates or other communications shall be sent.

Section 7.5 Additional Provisions

(a) *Extraordinary Expenses of Trustee.* The City shall pay the Trustee for any extraordinary services or expenses performed or incurred by the Trustee in connection with its duties hereunder or under the Bond Ordinance or Loan Agreement if notified in writing prior to the performance of those services or the incurring of those expenses and if the incurring of such services and expenses are approved in writing by the City.

(b) *Petition to Court by Trustee for Successor Upon Resignation.* If the Trustee resigns under Section 14.07 of the Bond Ordinance and no successor Trustee shall have been so appointed and accepted appointment within sixty (60) days of such resignation under Section 14.09 of the Bond Ordinance, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee until a successor shall have been appointed.

(c) *Trustee Reliance.* The Trustee shall have the right to accept and act upon instructions or directions pursuant to this 2024 Series Ordinance, or any other document reasonably relating to the Series

2024 Bond sent by the City by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by it and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances

[Signature Page Follows]

This Ordinance shall be effective on the date of final reading by Council.

DONE AND ADOPTED THIS _____ day of April, 2024

CITY OF FOUNTAIN INN, SOUTH CAROLINA

Mayor

ATTEST:

City Clerk

First Reading: March 14, 2024
Second Reading: April 11, 2024

EXHIBIT A

PROJECT DESCRIPTION

Cleaning and televising of approximately 73,500 feet of 6" to 12" sanitary sewer; performing necessary point repairs to the existing sewers to facilitate installation of cured-in-place pipe lining (CIPP). Rehabilitation using CIPP of approximately 73,000 linear feet of 8 to 12-inch vitrified clay pipe, approximately 1,200 linear feet of 4 to 8-inch diameter service laterals, and manholes. Installation of precast concrete manholes and point repair work will be performed as needed.

Project Name: Durbin Creek Basin Sanitary Sewer Rehabilitation

EXHIBIT B
FORM OF LOAN AGREEMENT

LOAN AGREEMENT
between
SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY
and
CITY OF FOUNTAIN INN

Dated

_____, 2024

relating to

Durbin Creek Basin Sanitary Sewer Rehabilitation

South Carolina Water Pollution Control Revolving Fund

Loan Number: X1-271-24-703-03

No. ____ of Two Executed Original Counterparts

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LOAN AGREEMENT

THIS LOAN AGREEMENT (the "**Agreement**") is entered into as of the ____ day of _____, 2024, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "**Authority**") and the CITY OF FOUNTAIN INN, a municipal corporation of the State of South Carolina (the "**Project Sponsor**").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "**Act**") to administer the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended (the "**Federal Act**"); and

WHEREAS, the South Carolina Department of Health and Environmental Control (the "**Department**") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to ensure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act); and

WHEREAS, the Act authorizes Project Sponsors, among other things, to undertake Projects, to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund, together with interest thereon; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "**Project**"), which Project will be part of the Project Sponsor's sewer system (the "**System**"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, an ordinance enacted by the Project Sponsor on June 8, 2006 entitled "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SEWER SYSTEM REVENUE BONDS OF THE CITY OF FOUNTAIN INN, SOUTH CAROLINA, AND OTHER MATTERS RELATED THERETO" (the "**Bond Ordinance**");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE I

LOAN

SECTION 1.1. Loan Made and Accepted; Repayment. In consideration of the mutual promises of this Agreement, and upon and subject to its terms and conditions, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan herein provided for (the "**Loan**"). The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the "**Note**") registered in the name of the Authority. The amount of the Loan (the "**Loan Amount**"), the interest rate on the Loan and the repayment schedule with respect to the Loan (the "**Repayment Schedule**") shall be as set forth in Appendix "B" hereto, as may be changed or modified pursuant to Section 1.4 hereof; the terms and form of the Note are set out in Appendix "E". The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix "B", as modified, on the due date of any such payment.

SECTION 1.2. Purpose Limited to Project. The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project. The Project is described in Appendix "A" and more specifically as approved in the Project files of the Department. Except to the extent otherwise approved in writing by the Authority, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department. Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them.

SECTION 1.3. Disbursements.

1.3.1. The Authority shall make, and the Project Sponsor shall accept, full or partial disbursements only against incurred, actual eligible costs up to the Loan Amount and by category as provided in this Agreement.

1.3.2. For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement, the Project Sponsor shall designate a single officer or employee (the "**Sponsor Representative**") prior to the first disbursement request.

1.3.3. When the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs previously paid by the Project Sponsor, or when the Project Sponsor is seeking funds with which to pay incurred Project costs, disbursement from the Fund shall be remitted to the Project Sponsor via a check or an electronic funds transfer based on how the Project Sponsor is set up with the State Treasurer's Office to receive payments.

1.3.4. Before any disbursement, the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1.6 hereof.

1.3.5. Requests for disbursement may be made only after the costs for which the draw is requested have been incurred. The Project Sponsor may not request a disbursement until all construction contracts are signed. The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories "Planning and Design Engineering", "Land Acquisition", and "Legal and Appraisal Fees" which appear in the Project Budget in Appendix "A" hereto. The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department. Unless otherwise prescribed in Appendix "A", when the Project budget indicates that the Loan shall bear only a portion of the eligible costs of the Project, or a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs reported for disbursement.

1.3.6. Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require. The final disbursement shall not be released until the Department issues its approval to place the Project into operation (the "**Permit to Operate**"). Unless otherwise approved by the Authority, no disbursement requests will be accepted more than one hundred eighty (180) days after the date of such Permit to Operate.

1.3.7. The Authority may require that each draw request be submitted to the Authority and Department at least twenty-one (21) days before the day disbursement is needed and may limit draw requests to one per month. The Authority will exert its best efforts to disburse funds in response to a draw request within twenty-one (21) days of receiving such request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor. Processing disbursements on shorter notice or faster schedule shall not amend this provision.

SECTION 1.4. Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule.

1.4.1. The Loan Amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A". The Payment Initiation Date shown in Appendix "B" (the "**Payment Initiation Date**") is determined by a combination of factors, including, but not limited to the expected Project schedule shown in Appendix "A". Appendix "B" shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan, including interest thereon, in eighty (80) equal, or substantially equal, quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date. The Loan Amount, the Payment Initiation Date and the Repayment Schedule may be changed but only as provided in the following Section 1.4.2. The

Interest Rate is fixed for the term of the Loan and may not be changed from the rate originally established in Appendix "B" hereof.

1.4.2. (a) At the written request of the Project Sponsor, submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix "B", the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix "B", or (ii) thirty (30) months from the first day of the month following the date of this Agreement, or (iii) the first day of the month following the date of the Permit to Operate issued by the Department for the operation of the Project.

(b) In the event the Permit to Operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix "B", the Authority may require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the Permit to Operate, or the term of the Loan be shortened by a minimum of three (3) months.

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund. Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date.

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project.

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix "B" shall be modified to reflect (i) changes in the Loan Amount, (ii) extension or acceleration of the Payment Initiation Date, and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor.

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that:

(i) at the time of final disbursement pursuant to Section 1.3 the Authority shall determine the final Loan Amount;

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount, the interest rate set forth in Appendix "B" and payment in eighty (80) equal, or substantially equal, quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date; and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment, or payments, due under the revised Repayment Schedule.

(g) For purposes of the Repayment Schedule, any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date.

1.4.3. Any change in the Loan Amount, extension or acceleration of the Payment Initiation Date or modification of the Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix "B" hereto reflecting any such change or modification. In connection with any such change or modification, the Authority may, but need not, impose new terms and conditions, including cancellation of the Note and execution of a new Note.

SECTION 1.5. Deadline for Borrowing and Termination of Promise to Lend. The Authority, in its sole discretion, may terminate its promise to lend all of, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Sponsor has not entered into all construction contracts applicable to the Project within six (6) months of the date of this Agreement; or

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred eightieth (180th) day following the date of the Permit to Operate issued by the Department for the Project; or

1.5.3. An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available); or

1.5.4. A circumstance arises or becomes known which, in the Authority's sole discretion and opinion, (a) substantially impairs the ability of the Project Sponsor to complete the Project, to operate the Project or to repay the Loan, or (b) substantially impairs the merit of the Project.

SECTION 1.6. Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions:

1.6.1. The Project Sponsor's representations and warranties shall remain true and correct;

1.6.2. No Event of Default shall have occurred under this Agreement or the Note;

1.6.3. The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5;
and

1.6.4. There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows:

SECTION 2.1. Status of Project Sponsor. The Project Sponsor is a municipal corporation of the State of South Carolina (the "**State**"), authorized to acquire and construct the Project and to operate the Project and provide wastewater conveyance and/or treatment services.

SECTION 2.2. Financial Statements. The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles for units of government, consistently applied, and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority. All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement, and no material adverse change with respect to the Project Sponsor has occurred.

SECTION 2.3. Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened, which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project for revenue.

SECTION 2.4. No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, ordinances, contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected.

SECTION 2.5. Ownership of Premises. The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and of the System as a whole, and further owns in fee simple or by sufficient easement the real property upon, across or under which the Project Sponsor has or will have its collection or trunk lines, manholes, pump stations and the like, including those to be a part of the Project and otherwise. Property of which the Project Sponsor has taken possession pursuant to Section 28-2-90 of the South Carolina Eminent Domain Procedure Act (Title 28, Chapter 2, Code of Laws of South Carolina, 1976, as amended), and in connection with which no action pursuant to Section 28-2-470 of such statute has been instituted within thirty (30) days of the condemnation notice with respect to such property, shall be deemed owned in fee simple by the Project Sponsor pursuant to this Section 2.5. The Project Sponsor has good record title to

the real property described above (or has possession pursuant to the Eminent Domain Procedure Act, as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor. With respect to the personal property and fixtures of the Project Sponsor necessary or convenient to the System and its operation, and excepting certain permitted capital leases secured by such equipment as collateral, there are no liens or other claims of record against such property or other evidence of adverse ownership, and the Project Sponsor owns such personal property and fixtures in fee simple without conflicting claim of ownership.

SECTION 2.6. Other Project Arrangements. The Project Sponsor has secured the utilities, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

SECTION 2.7. No Construction Default. Neither the Project Sponsor nor its contractor, architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project.

SECTION 2.8. No Default. There is no default on the part of the Project Sponsor under this Agreement or the Note, and no event has occurred and is continuing, which, with notice or the passage of time would constitute a default under any part of this Agreement or the Note.

SECTION 2.9. Effect of Draw Request. Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance, that no breach of other provisions hereof has occurred, and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest thereon have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE III

COVENANTS

SECTION 3.1. Contract Award, Construction Inspection and Completion.

3.1.1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.

3.1.2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to ensure that the construction conforms with the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.

3.1.3 The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed pursuant to the Project Schedule also defined in Appendix "A" hereto. The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan participation.

3.1.4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan and commits itself to complete the construction of the operable treatment works and to complete the treatment system of which this Project is a part.

SECTION 3.2. Disbursements. The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

SECTION 3.3. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and, to the extent permitted by law, shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their negligence.

SECTION 3.4. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the premises of the System and its operation. The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party.

SECTION 3.5. Accounting and Auditing.

3.5.1. Accounting. The Project Sponsor shall account for the Project and System in accordance with generally accepted accounting principles (GAAP), including financial, statistical, property, and supporting documentation. All accounting records shall be kept using GAAP accounting, and applying all relevant Government Accounting Standards Board (GASB) pronouncements, including GASB Statement No. 34 relating to the reporting of infrastructure assets.

3.5.2. Audit. Within six (6) months of the end of each fiscal year of the Project Sponsor, the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, December 1, 2011, and revisions, updates or successors thereto.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority a copy of its latest long-term, unenhanced underlying rating, affirmation thereof, and any new or updated credit report on the System and/or any Parity Debt, as defined in Section 4.3.2 hereof, from S&P Global Ratings, or its respective successors and assigns, ("**S&P**") or Moody's Investors Service, Inc., or its respective successors and assigns, ("**Moody's**"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks/reports, CreditWatch placements, ratings changes or downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

SECTION 3.7. Insurance. The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note:

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in an amount equal to the replacement cost of the Project;

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the Project Sponsor against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System;

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time; and

(D) All money received by the Project Sponsor as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the Project Sponsor from insurance policies covering the Project may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Continent Fund.

SECTION 3.8. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project or the System.

SECTION 3.9. Adequate Rates. The Project Sponsor shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System as shall be sufficient to meet the requirements of this Agreement, and the Project Sponsor specifically covenants and agrees to maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

3.9.1. To provide for the punctual payment of the principal of and interest on the Note and any other indebtedness of the Project Sponsor payable from revenues of the System that may from time to time hereafter be outstanding;

3.9.2. To maintain any Debt Service Reserve Fund required by this Agreement in accordance with the provisions hereof;

3.9.3. To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order;

3.9.4. To build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order; and

3.9.5. To discharge all other obligations imposed by the Act, by this Agreement and by the Bond Ordinance.

The Project Sponsor further covenants and agrees that it shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System which, together with other income, are reasonably expected to yield annual Net Earnings, as defined in the Bond Ordinance, in any fiscal year equal to the greater of (i) one hundred ten percent (110%) of the annual principal and interest on all debt paid from or secured by revenues of the System; or (ii) such other percentage of the annual principal and interest on all debt secured by revenues of the System as the Project Sponsor shall have covenanted that its Net Earnings would meet with respect to outstanding parity indebtedness of the System plus one hundred percent (100%) of Junior Lien Bonds (as defined in the Bond Ordinance) or long-term contract for capital costs, and any required payment into a Debt Service Reserve Fund.

SECTION 3.10. Review of Rates. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will review the adequacy of its rates and charges to comply with the requirements of this Agreement promptly upon any material changes in circumstances, but not less frequently than once in each fiscal year of the Project Sponsor. The Project Sponsor shall submit any adjustments to its rates and charges to the Authority immediately upon adoption.

SECTION 3.11. Disclosure of Events to Authority. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will submit to the Authority event specific information within thirty (30) days of an event adversely affecting more than five (5) percent of revenues of the System and any other information which is otherwise required to be released to a municipal bond information repository service.

SECTION 3.12. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.

SECTION 3.13. Inspection and Information. On reasonable notice, the Authority or the Department shall have for its own convenience and benefit, and without obligation to the Project Sponsor or any third party, the right to audit the books and records of the Project Sponsor as they may pertain to or affect the System and this Agreement and to enter upon the premises to inspect the Project. The Project Sponsor shall cause its architects, engineers, contractors, and auditors to cooperate during such inspections including making available any documents, records, reports or other materials pertinent to the Project and the inspection. The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor's compliance with this Agreement.

SECTION 3.14. Consent to Changes. Without consent of the Authority and Department, the Project Sponsor shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project or the System. The Project Sponsor shall not divide the Project into component projects in order or in effect, so as to defeat the provisions of this Agreement. The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, mortgage or otherwise encumber the Project, the System or the revenues derived therefrom during the term of this Agreement without the express prior written approval of the Authority.

SECTION 3.15. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.15.1. Neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

3.15.2. It will permit no free service to be rendered, or use to be made of the services and facilities of the System and for the services and facilities of the System used by the Project Sponsor, the reasonable cost and value of such services and facilities shall be paid as such services accrue. The revenue so received from the Project Sponsor shall be deemed revenue derived from the operation of the System, and shall be accounted for in the same manner as other revenues of the System;

3.15.3. It will permit no customer to be connected to the System, or to receive any service afforded by the System, unless such customer shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force; and

3.15.4. So long as any amount due with respect to the Note is unpaid, it will perform all duties with reference to the System required by the Constitution and statutes of the State, and the Project Sponsor hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the System or any part thereof, or any revenues therefrom, except in the manner herein authorized and, it will not sell, lease or dispose of any portion of the System, necessary or useful, and the Project Sponsor further obligates itself and covenants and agrees with the Authority to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of this Agreement.

ARTICLE IV
ESTABLISHMENT OF FUNDS AND
DISPOSITION OF REVENUES

SECTION 4.1. Establishment of Gross Revenue Fund, Debt Service Fund, Operation and Maintenance Fund, and Depreciation and Contingent Fund. Beginning on the first day of the month following the delivery of the Note, except with respect to the Debt Service Fund, and continuing until all amounts due with respect to the Note have been paid in full, the following funds shall be established and maintained:

4.1.1. The Project Sponsor shall establish a Gross Revenue Fund, defined as the General Revenue Fund in the Bond Ordinance, into which shall be placed all receipts, income and revenue that the Project Sponsor shall derive, directly or indirectly, from the ownership of the System. Moneys in the Gross Revenue Fund may be withdrawn on order of the Project Sponsor, but shall be made use of only in the manner and in the order of priority specified in Section 4.3 hereof.

4.1.2. The Project Sponsor shall establish an Operation and Maintenance Fund in order to provide for the payment of all expenses incurred in connection with the administration and operation of the System, and such expenses as may be reasonably necessary to preserve the System in good repair and working order.

4.1.3. Beginning in the month of the Payment Initiation Date, the Project Sponsor shall provide for the establishment of a Series 2024 Debt Service Fund (the "**Debt Service Fund**") as a means of providing for the payment of the principal and interest on the Note as the same shall fall due. Moneys in the Debt Service Fund shall be used solely to pay the principal of and interest on the Note, and for no other purpose. The Debt Service Fund shall be kept in the complete custody and control of the Trustee, as defined in Section 4.4 herein. Withdrawals from the Debt Service Fund shall be made only by the Trustee who shall transmit to the Authority the sums required to pay principal and interest on the Note.

4.1.4. The Project Sponsor shall establish a Depreciation and Contingent Fund to provide a reasonable reserve for depreciation of the System, for contingencies and for improvements betterments and extensions of the System. Money in this fund shall be used solely for the purpose of restoring depreciated or obsolete items of the System; for improvements, betterments and extensions to the System other than for those things which are reasonably necessary to maintain the System in good repair and working order; to defray the cost of unforeseen contingencies; to prevent defaults in the Note, Parity Debt (as defined in Section 4.3.2 hereof) or Junior Lien Bonds; and for optional redemption of the Note and Parity Debt.

4.1.5. In the event the Project Sponsor shall have established funds analogous to, or serving the purpose of, the funds required to be established by this Article IV, such funds may be continued and employed for the purposes of this Agreement, and the Project Sponsor shall not be required to establish duplicate funds.

SECTION 4.2. Establishment and Funding of Debt Service Reserve Fund.

4.2.1. Prior to delivery of this Agreement to the Authority, the Project Sponsor shall establish, and there shall be maintained until payment in full of the Note, a Series 2024 Debt Service Reserve Fund (the "**Debt Service Reserve Fund**") to provide a reserve for payment of principal of and interest on the Note. The Debt Service Reserve Fund Requirement (the "**Reserve Requirement**") shall initially equal at least the maximum amount due on the Note during any full calendar year and shall remain at such level subject to provisions of the following Section 4.2.2. The Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee, as defined in Section 4.4 hereof.

4.2.2. (a) If the Project Sponsor receives a long-term underlying rating on the System and/or any Parity Debt in at least the "A" category from S&P or Moody's, and from each, if both S&P and Moody's issue ratings, the Reserve Requirement may be reduced to zero subject to the following provisions.

(i) The Project Sponsor submits the S&P and/or Moody's ratings to the Authority to evidence eligibility for a Reserve Requirement of zero and receives written approval from the Authority to change the amount of the Reserve Requirement.

(ii) The Project Sponsor's Bond Ordinance permits Parity Debt to have a zero level Reserve Requirement.

(b) To continue the zero Reserve Requirement, the Project Sponsor shall fully comply with all requirements of Section 3.6 hereof for submitting S&P/Moody's ratings/affirmations/updated credit reports and for immediately providing any other rating agency actions related to the System and/or any Parity Debt.

(c) If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, the Reserve Requirement shall immediately increase to the maximum annual amount due on the Note, and the Project Sponsor shall be required to meet the new requirement within one year through twelve (12) equal monthly deposits, beginning in the month following any such downgrade or loss of rating for the System and/or Parity Debt.

(d) In the event the Reserve Requirement is ever increased as provided in Section 4.2.2(c) above due to a ratings downgrade or loss and subsequently upgraded to the level established in Section 4.2.2(a), then the Reserve Requirement shall revert to zero and any excess money in the Debt Service Reserve Fund shall be applied as provided in Section 4.4.3 hereof.

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note. Money in the Debt Service Reserve Fund shall be used only to prevent a default in the payment of the Note, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes.

4.2.4. Prior to the delivery of this Agreement to the Authority, the Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be funded pursuant to

Section 4.2.1, funds in an amount, or investments permitted by Section 4.4.3 having a value, equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to Section 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be funded pursuant to Section 4.2.2, funds in an amount equal to such increase in the Reserve Requirement.

SECTION 4.3. Disposition of Revenues. All revenues derived from the operation of the System shall be deposited in the Gross Revenue Fund. Beginning in the month following the delivery of this Agreement with respect to payments pursuant to Sections 4.3.1 and 4.3.3 to 4.3.6, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to Section 4.3.2, withdrawals from the Gross Revenue Fund shall be made on or before the first Business Day (as defined in the Bond Ordinance) of each month in the following order of priority:

4.3.1. There shall be deposited into the Operation and Maintenance Fund that sum which has been currently determined by the Project Sponsor to be the cost of operating and maintaining the System for the ensuing month.

4.3.2. The monthly fraction of the next payment of principal and interest to become due on the Note on the next succeeding payment date shall be deposited in the Debt Service Fund. Simultaneously with making the monthly deposit in the Debt Service Fund required by this Section 4.3.2, the Project Sponsor shall deposit (a) in a fund for the payment of amounts due with respect to the Project Sponsor's Sewer System Revenue Refunding Bond, Series 2012 (the "**2012 Revenue Bond**"), the monthly fraction of the next payment of principal and interest to become due on the 2012 Revenue Bond; (b) in a fund for the payment of amounts due with respect to the Project Sponsor's Sewer System Revenue Bond, Series 2014 (the "**2014 Revenue Bond**"), the monthly fraction of the next payment of principal and interest to become due on the 2014 Revenue Bond; and (c) into a fund or funds for the payment of amounts due with respect to any obligations of the Project Sponsor (the "**Obligations**") secured by a pledge of revenues on a parity with the pledge securing the Note, the 2012 Revenue Bond, and the 2014 Revenue Bond, the monthly fraction or fractions of the next payment or payments due on any such Obligation or Obligations. The 2012 Revenue Bond, the 2014 Revenue Bond and the Obligations are hereinafter sometimes referred to as "**Parity Debt**". In the event amounts available for payments into the funds with respect to the Note and all Parity Debt are not sufficient to make all payments then required to be made, such available amounts shall be deposited into such funds on a pro rata basis.

4.3.3. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve

Fund not less than one-twelfth (1/12) of the amount necessary to fully meet the Reserve Requirement, and such deposits shall begin in the month following a ratings downgrade or loss and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in Section 4.2.4 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-fourth (1/4) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) Nothing in this Section 4.3.2 (a), (b) or (c) shall preclude the Project Sponsor from fully funding the Reserve Requirement in a more timely fashion than so prescribed.

4.3.4. If, in any month, for any reason, the Project Sponsor shall fail to pay all or any part of the money it has herein agreed to pay into said Debt Service Fund or Debt Service Reserve Fund, the amount of any such deficiency shall be added to and shall become a part of the amount due and payable into said Debt Service Fund or Debt Service Reserve Fund in the next succeeding month.

4.3.5. There shall be deposited in the Depreciation and Contingent Fund that sum which is one-twelfth (1/12) of the sum determined by the Project Sponsor to be needed for the Depreciation Fund for the then current fiscal year.

4.3.6. Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Note and Parity Debt.

4.3.7. Any revenues remaining after the foregoing deposits have been made shall be disposed of for any lawful purpose in such manner as the Project Sponsor shall from time to time determine.

SECTION 4.4. Concerning the Debt Service Fund and the Debt Service Reserve Fund. The Debt Service Fund created pursuant to Section 4.1.2 hereof and the Debt Service Reserve Fund created pursuant to Section 4.2 hereof shall be established with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "**Trustee**"). The Debt Service Fund and the Debt Service Reserve Fund shall be held and administered by the Trustee in accordance with the provisions of the Bond Ordinance and the following provisions of this Section 4.4. The Trustee shall acknowledge and accept its duties and responsibilities with respect to the Debt Service Fund and the Debt Service Reserve Fund in a written instrument delivered to the Authority with this Agreement.

4.4.1. The Trustee shall notify the Authority in writing of the date of the initial amount deposited into the Debt Service Fund for purposes of the Note and the initial amount deposited for the Debt Service Reserve Fund. If the Project Sponsor fails to deposit the amount required by this Agreement in either fund at the time required for such deposit, the Trustee, no later than the fifth day after the date on

which such deposit is to be made, shall provide written notification to the Project Sponsor, with a copy to the Authority, of the amount required for deposit into the Debt Service Fund or the Debt Service Reserve Fund pursuant to the provisions of this Agreement. The Trustee shall also verify balances in the Debt Service Reserve Fund, as requested by the Authority, but no less often than semiannually during any period of monthly deposits and no less often than annually when the full Reserve Requirement is met and maintained.

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Trustee shall transmit to the Authority an electronic funds transfer or a check made payable to "Office of Local Government - SRF" in the amount, and at the times, required by the Agreement and Note. If insufficient sums exist in the Debt Service Fund for any payment then due, the Trustee shall transfer the amount needed for payment from the Debt Service Reserve Fund and the Trustee shall notify the Project Sponsor of the amounts required to be deposited in the Debt Service Reserve Fund in order to replenish such a withdrawal and have on deposit therein the amount required by this Agreement. A copy of any such notice shall be provided to the Authority by the Trustee.

4.4.3. Pending disbursement pursuant to this Section 4.4, money in the Debt Service Reserve Fund shall be invested and reinvested by the Trustee in Authorized Investments, as defined in the Bond Ordinance. Subject to the remaining provisions of this Section 4.4.3, the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Whenever, and as of any date of calculation, the value of the securities and money in the Debt Service Reserve Fund shall exceed the Reserve Requirement, such excess shall, at the direction of the Project Sponsor, either be used to effect partial prepayment of the Note, or shall be removed from the Debt Service Reserve Fund and transferred into the Debt Service Fund.

4.4.4. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over all amounts remaining in the Debt Service Fund and Debt Service Reserve Fund to the Project Sponsor upon the receipt of written directions from the Project Sponsor and the Trustee shall thereafter have no further responsibilities under this Agreement.

ARTICLE V
EVENTS OF DEFAULT

SECTION 5.1. Events of Default. The following occurrences shall constitute Events of Default hereunder:

(A) The Project Sponsor fails to comply with any of the covenants, terms and conditions made in this Agreement;

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement;

(C) Any representation, warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue, incorrect or misleading in any material respect;

(D) The Project Sponsor makes an assignment for benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor-relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument;

(E) Dissolution of the existence of the Project Sponsor;

(F) Construction of the Project is not carried out with reasonable dispatch, ceases and is not resumed for forty-five (45) days or is abandoned; and

(G) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor, and following request by the Authority, the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred.

ARTICLE VI

REMEDIES

SECTION 6.1. Acceleration. Upon the occurrence of an Event of Default, the principal balance of the Note may be declared immediately due and payable in the manner prescribed by and in accordance with the terms of the Bond Ordinance. In such event, there shall be due and payable on the Note an amount equal to the total principal amount outstanding on the Note, plus all interest accrued thereon and which will accrue thereon to the date of payment.

SECTION 6.2. Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, and subject to the limitations of the Bond Ordinance, the Authority may proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

(A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act;

(B) Suit upon all or any part of the Note;

(C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority;

(D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority; and

(E) Enforcement of any other right of the Authority including the right to make application for the appointment of a receiver to administer and operate the System.

SECTION 6.3. Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof.

SECTION 6.4. Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII

SECURITY

SECTION 7.1. Pledge of Revenues. For the payment of the Note and as security for its other obligations under this Agreement, the Project Sponsor hereby grants to the Authority a pledge of the Gross Revenues remaining after payment of costs of operation and maintenance of the System. Such pledge upon the Gross Revenues of the System shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.2) and shall at all times and in all respects be and remain superior to any pledges made to secure any other obligations of the Project Sponsor payable from the revenues of the System except to the extent otherwise agreed to in writing by the Authority. Parity Debt may be issued only in compliance with Article IV of the Bond Ordinance or, if the Bond Ordinance is no longer in effect, only with the prior written approval of the Authority.

SECTION 7.2. Statutory Lien. As additional security for the obligations of the Project Sponsor under this Agreement, there is hereby granted to the Authority a statutory lien upon the System, pursuant to Section 6-21-330 of the Code of Laws of South Carolina, 1976, as amended.

SECTION 7.3. Additional Security. Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement, the Authority shall, without further action, require the State Treasurer to pay to the Authority, subject to the provisions of the Act, the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid.

ARTICLE VIII

SPECIAL REVOLVING FUND PROVISIONS

SECTION 8.1. Compliance. The Project Sponsor agrees that no date reflected in this Agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in a National Pollutant Discharge Elimination System permit (the "**NPDES Permit**"). It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 8.2. Standard Conditions. The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the Project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator of the Environmental Protection Agency, the Comptroller General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(B) Pursuant to requirements of the Federal Water Pollution Control Act, as amended on June 10, 2014 (the "**Federal Act**"), the Project Sponsor shall comply with the Davis-Bacon Act and certify that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon Act have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon Act. See Attachment #1.

(C) The Project Sponsor shall not presently be debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

(D) The Project shall comply with "American Iron and Steel" provisions, as set forth in the Federal Act and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

(E) Pursuant to requirements of Section 603(d)(1)(E) of the Federal Act, the Project Sponsor of a project involving the repair, replacement or expansion of a publicly owned treatment works shall develop and implement a fiscal sustainability plan ("**FSP**") or certify that it has developed and implemented such a plan. Sponsors with an existing and implemented FSP shall certify to that effect before the loan closing date. Sponsors developing an FSP must submit a certification that an FSP has been developed, and will be implemented, by the date of the final loan disbursement.

ARTICLE IX
GENERAL CONDITIONS

SECTION 9.1. No Waiver. No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder.

SECTION 9.2. Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority.

SECTION 9.3. Evidence. Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence, as the case may be, of such fact or facts, and the Authority shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence.

SECTION 9.4. No Beneficiaries. All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

SECTION 9.5. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction.

SECTION 9.6. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to the Project Sponsor:

City of Fountain Inn
200 North Main Street
Fountain Inn, South Carolina 29644

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina Rural Infrastructure Authority
1201 Main Street
Suite 1600
Columbia, South Carolina 29201

Attention: Patricia A. Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 9.7. No Joint Venture, Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Project Sponsor. The Authority shall not be in any way liable or responsible by reason of the provisions hereof, to the Project Sponsor or any third party, for the payment of any claims in connection therewith.

SECTION 9.8. Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 9.9. Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

SECTION 9.10. Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 9.11. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 9.12. Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof specifically setting forth the claim shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 9.13. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 9.14. Appendices. The appendices attached to this Agreement are a part of it.

SECTION 9.15. Special Conditions. The Statements of Special Conditions in Appendix "D" shall govern the matters they address.

SECTION 9.16. Time of Essence. Time is of the essence of this Agreement.

SECTION 9.17. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF FOUNTAIN INN

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its: _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Bonnie Ammons, Director,
Office of Local Government,
South Carolina Rural Infrastructure Authority

SCOPE OF WORK

Project Sponsor: City of Fountain Inn

Project Name: Durbin Creek Basin Sanitary Sewer Rehabilitation

Loan Number: X1-271-24-703-03

Cleaning and televising of approximately 73,500 feet of 6" to 12" sanitary sewer; performing necessary point repairs to the existing sewers to facilitate installation of cured-in-place pipe lining (CIPP). Rehabilitation using CIPP of approximately 73,000 linear feet of 8 to 12-inch vitrified clay pipe, approximately 1,200 linear feet of 4 to 8-inch diameter service laterals, and manholes. Installation of precast concrete manholes and point repair work will be performed as needed.

PROJECT BUDGET

Project Sponsor: City of Fountain Inn

Project Name: Durbin Creek Basin Sanitary Sewer Rehabilitation

Loan Number: X1-271-24-703-03

<u>ITEM</u>	<u>CWSRF LOAN</u>	<u>SCIIP GRANT</u>	<u>TOTAL ELIGIBLE COSTS</u>
Planning and Design Engineering	\$100,000		\$100,000
Legal and Appraisal Fees	25,000		25,000
Construction	202,883	7,581,334	7,784,217
Construction Inspection and Engineering	<u>1,010,000</u>	_____	<u>1,010,000</u>
Total	\$1,337,883	\$7,581,334	\$8,919,217

Note: In the construction category, SCIIP Grant funds are encouraged to be drawn first prior to drawing the CWSRF loan.

PROJECT SCHEDULE

Project Sponsor: City of Fountain Inn

Project Name: Durbin Creek Basin Sanitary Sewer Rehabilitation

Loan Number: X1-271-24-703-03

ACTION

DATE

Bid Opening September 21, 2023

Contract Execution November 21, 2023

Notice to Proceed November 30, 2023

Start of Construction November 30, 2023

DHEC Permit to Operate April 30, 2026

REPAYMENT SCHEDULE

Project Sponsor: City of Fountain Inn

Project Name: Durbin Creek Basin Sanitary Sewer Rehabilitation

Loan Number: X1-271-24-703-03

Loan Amount: \$1,337,883

Payment Initiation Date: May 1, 2026

Interest Rate: 2.10% per annum

First Payment Due Date: August 1, 2026

- (1) Prior to the Payment Initiation Date, amounts disbursed shall bear interest from the date of the Authority's check or electronic funds transfer for each disbursement and accrued interest only shall be due on the Payment Initiation Date.
- (2) Repayment of the principal and interest shall be due in 80 installments, commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter.
- (3) Repayment shall be in 79 equal installments in the amount of Twenty Thousand Five Hundred Twenty-Three and 82/100 Dollars (\$20,523.82) each, and one final installment in the amount of Twenty Thousand Five Hundred Twenty-Three and 94/100 Dollars (\$20,523.94).

LOAN CLOSING FEE

Project Sponsor: City of Fountain Inn

Project Name: Durbin Creek Basin Sanitary Sewer Rehabilitation

Loan Number: X1-271-24-703-03

Loan Amount: \$1,337,883

.50% Loan Closing Fee: \$6,689

The Loan Closing Fee identified above shall be due and paid at the time of delivery of the Loan Agreement, Note and other required Loan closing documents. Such fee is not reimbursable through the Loan.

Project Sponsor: City of Fountain Inn

Loan Number: X1-271-24-703-03

PROCUREMENT REQUIREMENTS

Recycled Funds

- I. Prior to construction contract award, the Project Sponsor shall:
 - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
 - 1. Local newspapers of general circulation.
 - 2. Statewide or regional newspapers of general circulation.
 - 3. The South Carolina Business Opportunities (SCBO).
 - B. Modify bid documents only by written addenda, which require prior Department approval.
 - C. Hold a public bid opening.
 - D. Utilize competitive sealed construction bids.
 - E. Require at least a five percent (5%) bid bond or certified check.
 - F. Require one hundred percent (100%) payment and performance bonds.
 - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
 - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
 - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
 - J. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
 - K. After bid opening, provide the Department with the following:
 - 1. Project Construction Summary — General (DHEC Form #1295).
 - 2. A certified copy of the advertisement with date(s) of publication.
 - 3. A copy of the Project Sponsor's Bidders List.
 - 4. Detailed bid tabulation certified by Project Sponsor's engineer.
 - 5. Proposal of successful bidder(s).
 - 6. Bid bond with associated Power of Attorney.
 - 7. Davis-Bacon wage rate(s) used in bidding the project.
 - 8. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
 - 9. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contractor amount(s).
 - 10. A copy of the proposed prime contractor's Bidder's American Iron and Steel Certification (DHEC Form #2556).
 - 11. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.

12. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
 - L. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
 - B. Notice to Proceed.
 - C. Monthly Construction Inspection Report (DHEC Form #3587) for each month covered by a draw request.
 - D. Project Sponsor's Davis-Bacon Certification (DHEC Form #2557) with each draw request.
 - E. Project Sponsor's American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
 - B. Clear description of the change.
 - C. Cost and pricing data.
 - D. Documentation of negotiation.
 - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.
- IV. Project Sponsors who procure, via direct purchase, equipment and materials for projects shall submit the following for Department review and approval for each direct purchase:
- A. A copy of the equipment/material contract or purchase order is submitted for purposes of cost-documentation.
 - B. A letter from the Sponsor that its procurement code was followed for procuring the materials/equipment.
 - C. Debar/EEO Letter.
 - D. Certification Regarding Debarment, Suspension, and Other Responsibility Matters, (DHEC Form #3590).
 - E. Bidder's American Iron and Steel Certification (DHEC Form #2556).

SPECIAL CONDITIONS

Project Sponsor: City of Fountain Inn
Project Name: Durbin Creek Basin Sanitary Sewer Rehabilitation
Loan Number: X1-271-24-703-03

None.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA WATER POLLUTION CONTROL
REVOLVING FUND LOAN**

FOUNTAIN INN, SOUTH CAROLINA
SEWER SYSTEM REVENUE BOND, SERIES 2024

FOR VALUE RECEIVED, the City of Fountain Inn (the "***Project Sponsor***") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "***Authority***") the principal sum owing from time to time by the Project Sponsor pursuant to, and in accordance with, the Loan Agreement (the "***Agreement***"), the terms of which are incorporated herein by reference, between the Project Sponsor and the Authority relating to Loan Number X1-271-24-703-03, Durbin Creek Basin Sanitary Sewer Rehabilitation, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Agreement. The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters. Interest shall be computed on a three hundred sixty-five-day year basis and compounded annually; the principal of this Note and any installment thereof shall bear interest until paid in full.

Time is of the essence of this Note.

This Note is issued under the provisions of Title 6, Chapter 21, Code of Laws of South Carolina, 1976, as amended and does not constitute an indebtedness of the Project Sponsor within any State constitutional provisions or statutory limitation.

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part, together with any accrued interest thereon, at any time without penalty or premium; all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof.

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia, South Carolina, or at such place as the Authority may designate in writing, and shall be made in funds immediately available in Columbia, South Carolina.

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due. Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand.

Payments shall be applied first to any late charge, then to interest, then to principal. There is no intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless the Project Sponsor elects its return in writing.

If the Project Sponsor fails to make any payment of principal or interest within thirty (30) days of the date when due, or if the Project Sponsor defaults in the performance of any of the terms, covenants or conditions of any agreement or other documents concerning this Note, including without limitation the Agreement, the Authority may declare the principal of this Note and all unpaid interest accrued on it to be due and payable immediately, without prior notice or demand to the Project Sponsor.

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments. Upon any such payment default, the Authority shall immediately avail itself of the provisions of Section 7.3 of the Agreement relating to additional security for payment of amounts due on this Note.

The Project Sponsor waives presentment for payment, demand, protest, and notice of non-payment. Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents.

The Project Sponsor shall pay all costs of collection, including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law. The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document.

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this _____ day of _____, 2024.

CITY OF FOUNTAIN

[SEAL]

By: _____

Typed Name: _____

Title: _____

Attest:

Its: _____

CERTIFICATE OF AUTHENTICATION

This Promissory Note is the obligation issued pursuant to the Project Sponsor's Bond Ordinance enacted on June 8, 2006, as authorized by the Project Sponsor's Series Ordinance enacted on _____, 2024.

THE BANK OF NEW YORK MELON TRUST COMPANY, N.A., REGISTRAR

By: _____, Authorized Officer

Typed Name: _____

**Davis-Bacon Wage Rates Required Under Federal Clean Water Act
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the Federal Clean Water Act, as amended on June 10, 2014, DB prevailing wage requirements were permanently applied to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (i) While the solicitation remains open, the subrecipient shall monitor <http://sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
 - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor <http://sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from <http://sam.gov/> into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

CERTIFIED COPY OF ORDINANCE

I, the undersigned, City Clerk of the City of Fountain Inn, South Carolina (the “*City*”) **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of a Series Ordinance enacted by the City Council of the City (the “***City Council***”) on April 11, 2024. The Series Ordinance was read at two public meetings of the City Council on two separate days, March 14, 2024, and April 11, 2024. An interval of at least six (6) days occurred between each reading of the Series Ordinance. At each such meeting, a quorum of the City Council was present and remained present throughout the meeting.

The meetings held on March 14, 2024, and April 11, 2024, were regular meetings of the City Council for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended,

The original of the Series Ordinance is duly entered in the permanent records of the City, in my custody as City Clerk.

The Series Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand, this 11th day of April, 2024.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

City Clerk
City of Fountain Inn, South Carolina

First Reading: March 14, 2024
Second Reading: April 11, 2024

RESOLUTION NUMBER 2023-12

**AUTHORIZING AN APPLICATION TO THE
SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY
REGARDING A POTENTIAL LOAN FROM
THE WATER POLLUTION CONTROL REVOLVING FUND**

WHEREAS, the South Carolina Water Quality Revolving Fund Authority ("Authority") provides low-interest loan financing for the construction of publicly owned wastewater treatment facilities from the Water Pollution Control Revolving Fund ("Fund") pursuant to the Federal Clean Water Act and Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended;

WHEREAS, the City is a municipal corporation organized in the State of South Carolina and is authorized to incur revenue debt according to the Revenue Bond Act for Utilities, as codified in South Carolina Code Annotated section 6-21-5, *et seq.*, as amended (collectively, "Act");

WHEREAS, the City has determined that it is in the best interests of the City to apply to the Authority for a loan from the Fund;

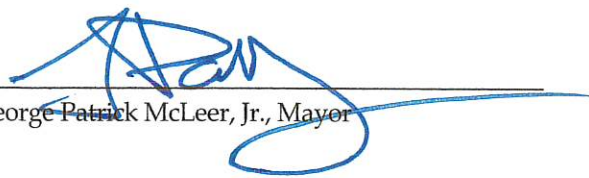
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Fountain Inn, in Council Assembled that:

1. The Council authorizes the execution and delivery of the Loan Application to the Authority related to a loan from the Fund in the amount of approximately \$2,000,000 to finance the costs of constructing an expansion of the Durbin Creek Basin Sanitary Sewer Rehabilitation;
2. By subsequent ordinance(s), the City intends to grant to the Authority a pledge of, and lien on, revenues of the City's wastewater system for repayment of the loan;
3. By subsequent ordinance, the City may approve the final terms of the loan and related documents;
4. The City directs the City Attorney to execute and deliver an opinion, substantially in the form attached as Exhibit A to this Resolution, in conjunction with the matters contemplated by this Resolution;
5. The City authorizes (a) the Mayor and/or the City Administrator, each individually, to execute any and all documents, and to take any and all further actions, as may be reasonably necessary and prudent to effect this Resolution's intent, and (b) the City Clerk to attest and deliver any such documents, provided, however neither the Mayor nor the City Administrator shall execute or deliver any documents that purport to bind the City until the City Council shall have reviewed and approved, by ordinance, the same;
6. All resolutions, orders, and parts thereof in conflict with this Resolution, are, to the extent of that conflict, repealed; and
7. This Resolution is effective and in full force at adoption by the Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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Adopted: October 12, 2023.

CITY OF FOUNTAIN INN, SOUTH CAROLINA


George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:


Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

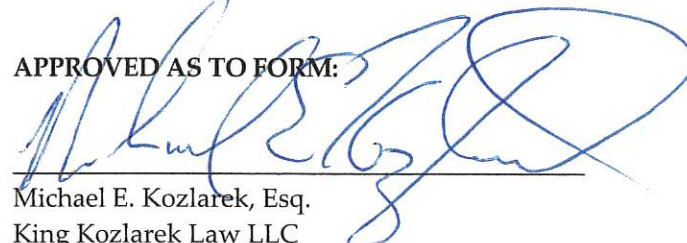

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC
City Attorney – Fountain Inn

EXHIBIT A
FORM OF CITY ATTORNEY OPINION
RE: LOAN APPLICATION

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

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

April 11, 2024

Regular City Council Meeting

☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested:** April 11, 2024**Ordinance/Resolution Caption:**

An Ordinance to Provide for the Amendment of the Official Zoning Map of the City of Fountain Inn.

Summary Background:

PZ-2024-02 would rezone six parcels at Fairview Street and Fowler Street, Tax Map Numbers 0344000300100 (R-M), 0344000300600 (R-15), 0344000300101 (R-15), 0345001000900 (C-2), 0345001000702 (I-1), 0345001000700 (R-12) to PD, Planned Development District.

The applicant is proposing to combine 6 parcels to create a Planned Development to include 37 townhomes on the north side of Fairview Street. The south side of the road will include expansion of the existing parking lot and Church. The office space on the south side of the road will be included and remain as is.

The Downtown Character Area designation of the Fountain Inn INNvision Comprehensive Plan is designed to allow for a variety of medium to high-density residential options in tandem with retail, commercial, and office uses that support the Historic Downtown Core.

On February 22, 2024, the City of Fountain Inn Planning Commission voted (7-0) in favor of rezoning the property to PD, Planned Development District, with the following condition:

A Final Development Plan must be reviewed and approved prior to the issuance of any permits.

Impact If Denied:

The Church would not be able to expand due to its non-conforming status. Under the current zoning districts, approximately 62 residential units would be permitted by right. Additional public parking will not be available in the downtown.

Impact If Approved:

The parking lot expansion will increase parking availability downtown. The Church expansion will provide a hall designed to host events, summer camps, dinners, etc. A trail system will be created to connect the properties with potential future trail connections.

Financial Impact:

N/A

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 PROPERTIES
DESCRIBED IN THIS ORDINANCE.**

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 recommend the approval of the re-zoning request from C-2 Commercial, I-1 Industrial, R-12 Residential, R-15 Residential, R-M Residential Multi-Family to PD: Planned Development;

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 PZ-2024-02 containing approximately 7.31 acres Greenville County Tax Map numbers 0344000300100 (202 Fairview Street), 0344000300101 (300 Fairview Street), 0345001000900 (303 Fairview Street), (0345001000702 (No Address), 0345001000700 (307 Fairview Street), 0344000300600 (112 Parsons Street), 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 Property is hereby rezoned from C-2 Commercial, I-1 Industrial, R-12 Residential, R-15 Residential, R-M Residential Multi-Family to PD: Planned Development

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

DONE IN REGULAR MEETING APRIL 11, 2024.

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: March 14, 2024
Second Reading / Final Approval: April 11, 2024



AGENDA ITEM

To: City Council
From: Planning & Development Director, Jason Knudsen
Subject: PZ-2024-02, Fountain Inn Townhomes
Meeting Date: April 11, 2024
Type of Agenda Item: 2nd Reading of Ordinance, Rezoning to a PD (Planned Development)
Attachments: Zoning Map
Aerial Map
Vicinity Map
Application
Statement of Intent
Concept Plan
Ordinance

OWNER:	Blackstock Development
AUTHORIZED REP:	Seth Henry
LOCATION:	Fairview & Fowler Streets, Tax Map #'s 0344000300100, 0344000300600, 0344000300101, 0345001000900, 0345001000702, 0345001000700
CURRENT ZONING:	C-2 Commercial, I-1 Industrial, R-12 Residential, R-15 Residential, R-M Residential Multi-Family
REQUESTED ZONING:	PD, Planned Development
SIZE OF PROPERTY:	7.31 Acres
COUNCIL WARD:	6- Blackstone

REQUEST

The applicant is seeking review and approval to rezone the properties from C-2 Commercial, I-1 Industrial, R-12 Residential, R-15 Residential, R-M Residential Multi-Family to PD (Planned Development).

LOCATION & SITE DESCRIPTION

The lots on the northern side of Fairview Street are a mix of vacant land (5.51 acres) and a single-family detached home (approx. .77 acres). The southern side of Fairview Street is currently developed as office space (in a former home), and buildings and parking lots associated with the Beulah Christian Fellowship.

INFRASTRUCTURE

The parcels have approximately 176 feet of frontage along the north side of Fairview Street and 461 feet of frontage along the south side of Fairview Street with an additional 101 feet along Fowler Street. Fairview Street is a two-lane state-maintained collector road. Fowler Street is a two-lane State-maintained local road.

All utilities are available to the properties.

STATEMENT OF INTENT

The Fountain Inn Townhomes PD will include 37 townhomes on 6.27 acres on the north side of Fairview Street. The south side of the road will include an existing office space, parking lot and the Beulah Christian Fellowship church. The office space will remain as is. The parking lot will be redeveloped and expanded to include 44 spaces. The lot will be leased by the city as public parking to support the growing demand in the downtown. The church will expand to create space to host events, summer camps, dinners, fellowships, etc. to engage the community.

Amenities in the form of greenspace, park and a public trail system are proposed. The trail system would ideally tie together most of the loop starting at the townhome parcels – it would then run down to Fairview Street Park and connect to the City’s proposed trail through that site. It would then run through the Woodside Mill site development, back through the old mill villages, up to the Mill at Fountain Inn and back across Fairview St. into the townhome development.

COMPREHENSIVE PLAN

The City’s comprehensive plan identifies the area of these tracts of land as “Downtown”. Downtown provides for housing options and nonresidential uses located adjacent to the Historic Downtown Core, often providing a transition in form from the Historic Downtown Core to other areas. The Downtown designation is designed to allow for a variety of medium to high-density residential options in tandem with retail, commercial, and office uses that support the Historic Downtown Core. Uses may also include a continuance of existing industrial uses. Buildings, lighting and amenities should be pedestrian-scaled. Outdoor storage should be limited or screened from public roadways in new development. Some parking may be required but access to on-street parking or shared parking should be factored in. Surface parking should be located to the side or rear of buildings where possible to enhance the overall pedestrian experience. The typical building height is 2-3 stories with the potential for 4-5 stories on South Main Street as part of redevelopment of older structures and/ or civic or institutional buildings (*e.g. government buildings or churches*).

ZONING DISTRICT

Per Article 5, Section 9:1 of the Fountain Inn Zoning Ordinance, “The PD district is established to encourage innovative and creative design of residential and/or commercial developments and to permit a greater amount of flexibility to a developer by removing some of the restrictions of conventional zoning. Ideally, the development should be large scale and incorporate a variety of land uses or land use types. The district is also intended to encourage Developments which provide a full range of residential types to serve the residents of the district.

The regulations should provide a mechanism to evaluate each application on its own merit. 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. It should also be emphasized that these provisions are not to be used to circumvent the intent or use of conventional zoning classifications as set forth in this Ordinance.”

PUBLIC HEARING PROCEEDING

A public hearing regarding this request was conducted on February 22nd, 2024, before the Fountain Inn Planning Commission. There was no public comment.

PLANNING COMMISSION REVIEW

The Fountain Inn Planning Commission reviewed the request at the February 22nd, 2024, meeting. By a vote of 6-0, the Planning Commission recommends approval of the rezoning as presented.

FIRST READING OF ORDINANCE

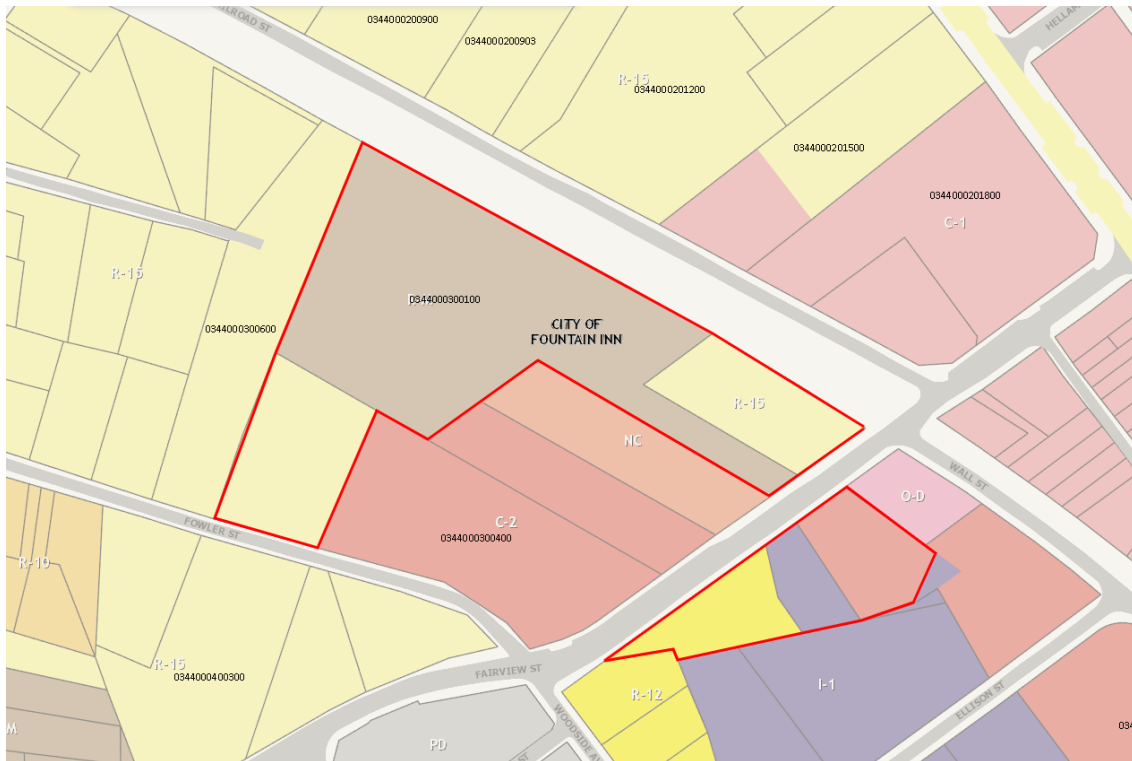
Fountain Inn City Council approved the first reading of the rezoning ordinance at the March 14th, 2024, meeting. The council requested several items to be addressed. The applicant has provided the following changes to the SOI:

1. Item E has been revised to remove block/stucco from the permissible exterior building materials. This leaves hardiplank, brick, stone, and/or wood as options. Most homes use a combination of materials to add contrast and visual interest.
2. Item H has been revised to add, "The trails accessing the wooded portion of the development will be surfaced with natural materials (mulch or crushed stone) in order to avoid further disturbance to the significant trees and wetland areas on site." This is recommended by staff as adding a hard surface, such as asphalt or concrete, will damage the root systems of the existing trees. The wooded area is narrow, and the trees are unavoidable.

The Fire Marshal has reviewed the layout presented as the concept plan and has verified it will meet current code.

STAFF COMMENTS

Staff feels that the request supports the goals of the Innvision Comprehensive Plan. Higher density residential should be supported within close proximity to amenities and services such as those offered within the downtown. Once complete, the parking lot will offer additional options for parking as downtown continues to improve as a destination. Staff is not aware of any aspect of rezoning this property that would negatively impact the public health, safety, and welfare of neighboring properties.

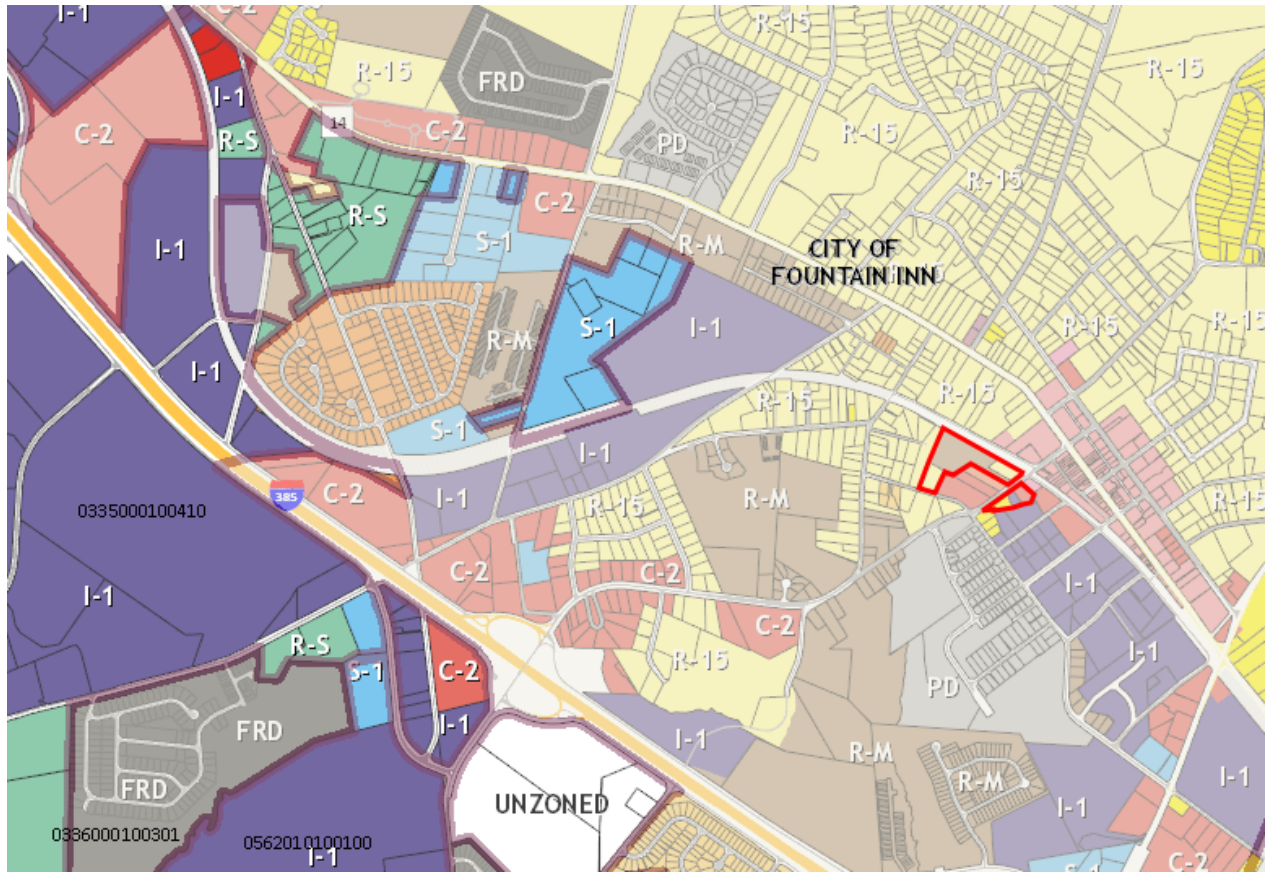


Zoning Map



Aerial Photography

Vicinity Map





**CITY OF FOUNTAIN INN
APPLICATION FOR REZONING**

Owner _____

1. I (We) Seth Henry / Blackstock Development Agent X

2. Of 39 Rowley Street, Unit 105

Address
Greenville, SC, 29601, 864-467-4409
City State Zip Telephone

Do hereby petition for a variance of the zoning ordinance of Fountain Inn, South Carolina

3. By varying from RM / R-15 to PD

4. the property located at 301 Fairview Street, Fountain Inn

and having frontage(s) along bordering streets as follows: _____

Fairview Street, Fowler Street

5. containing 6.28 acres more or less and being lot(s) _____, block _____
as shown on the Greenville and Laurens County Tax Maps.

TMS: 0344000300100, 0344000300600, 0344000300101, 0345001000900, 0345001000702, 0345001000700

6. This property is more specifically described by a metes and bounds description attached hereto,
and as shown on attached plat on tax map.

SEE PDP SUBMITTAL DOCS

7. Name of owner(s) of each lot is as shown on a certificate of ownership from the Greenville and
Laurens County Tax Coordinator's office attached hereto.

SEE PDP SUBMITTAL DOCS

8. Receipt(s) of notice(s) that were sent by certified mail to owners who are not co-signers of
petition is attached hereto.

9. The filing fee of \$600 is attached hereto. (call 409-3334) *submitted on Tuesday 01/02

10. Signatures of owner(s)

Seth Henry

By _____ Agent

39 Rowley Street, Unit 105, Greenville, SC 29601

Address

864-593-1809

Telephone

FOUNTAIN INN TOWNHOMES - PLANNED DEVELOPMENT

STATEMENT OF INTENT

April 5, 2024

INTRODUCTION

The following parcels will be contained as part of the Planned Development intended to encompass a single-family townhome development, office use, church, and a proposed trail connection.

- ☐ 0344000300100 (202 Fairview) – Townhome Development
- ☐ 0344000300600 (112 Parsons) – Townhome Development
- ☐ 0344000300101 (300 Fairview) – Townhome Development
- ☐ 0345001000900 (303 Fairview) – Existing Office Use
- ☐ 0345001000702 (307 A Fairview) – Parking Lot Expansion
- ☐ 0345001000700 (307 B Fairview) – Existing Church Use

A. Description of the procedures of any proposed homeowners association or other group maintenance agreement.

All site features which includes stormwater, landscaping, open space, buffers, and amenities will be maintained by the residents of the development. A Homeowners Association (HOA) shall be established and assured through the restrictive covenants of the Homeowners Land Development Association and/or associated documents. It is the intent of the developer to construct the new roadway to Fountain Inn City standards maintain private ownership of the road.

B. A statement setting forth the proposed development schedule.

Pending zoning and permitting approval, construction is anticipated to late 2024. It is anticipated that the required infrastructure will be constructed initially followed by the townhouses, amenities, parking, and mail kiosk in a single phase. The trail construction and improvements to other parcels are expected to take place in phases following the construction of the townhome community.

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.

Public infrastructure improvements will consist of +/- 950 LF of new private street that will be built to City standards and include curb and gutter, 5' sidewalks along one side of the internal road, 10-15 paved 9'x23' parallel parking spots along the main drive, public water main, and public sewer main. Stormwater management facilities and common areas (open space) are to be owned and maintained by a newly formed HOA. No on-street lighting is proposed at this time. Any lighting required to illuminate roadways, sidewalks, entrances, and parking will be full-cutoff and shall not create light trespass onto adjoining properties exceeding what is allowed by code. It is anticipated that all improvements will be constructed in a single phase.

Additionally, we will be providing amenities such as a green space and public trail system and a

Judson Mills Bldg 6000, Ste 6060, 701 Easley Bridge Rd, Greenville, SC 29611

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Elevating the site design experience.

potential park. The trail system we're proposing would ideally tie together most of the loop starting at the townhome parcels – it would then run down to Fairview Street Park and connect to the City's proposed trail through that site. It would then run through the Woodside Mill site development, back through the old mill villages, up to the Mill at Fountain Inn and back across Fairview St. into the townhome development.

The proposed pedestrian trail construction will take place in phases. The materials may vary between concrete and natural materials based on the existing area character. The trail will provide an option for public recreation and safe pedestrian passage between the connected parcels.

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 development.

It is anticipated that sewer, water, electric, (and natural gas, if applicable) will be provided through the Fountain Inn Commission of Public works. Letters from the appropriate agencies can be provided as requested by City Staff.

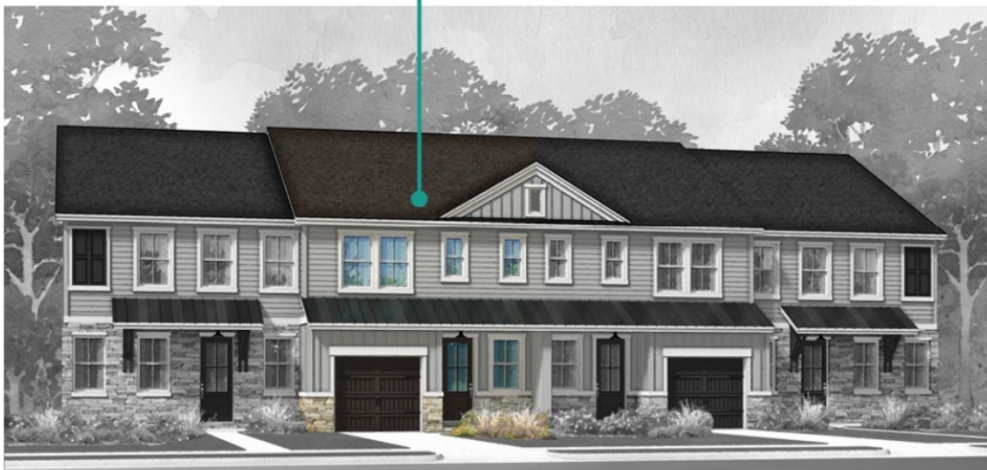
E. A statement describing or renderings or photographs of the architectural style, appearance and orientation of proposed buildings.

The development will include 37 +/- townhomes with a vehicle access point from Fairview St. and a pedestrian access point through Fowler St. Public utilities and stormwater infrastructure will be included on-site. The floor plans will range between 3-4 bedrooms with 2.5 baths, providing a desirable size for individuals or families. The units will have a traditional architecture with clean, modern features and be grouped as blocks of 3, 4, 5, or 6. Townhouses will incorporate a one car garage in addition to surface/driveway parking to accommodate 1 vehicle which ultimately provides a total of 2 spaces per unit. Materials for the proposed townhouses may include hardiplank siding, brick, stone and/or wood. Vinyl materials will not be used. Exhibit 1.0 below provides an example of the style of architecture and type of floorplans that will be offered in this community. *(Note that architecture and floorplans are subject to change through the development process.)*

Osprey II

EXTERIOR ELEVATIONS

EXHIBIT 1.0



F. A statement describing the landscaping and screening of the proposed project.

The landscaping, screening, buffering, and tree protection plan for this project will comply with all applicable requirements of the Fountain Inn Zoning Ordinance. Per the Ordinance, a 25' wide building setback shall be maintained on all edges of the property. Additionally, required land-use buffers shall be maintained wherever possible with the exception of the on-street parking shown at the entrance off Fairview Street. It is the intent of the developer for common/shared areas designated as "open space" to generally remain in their existing, open condition, when possible. These areas may potentially include additional passive amenities such as picnic areas, walking paths, and/or other low-impact amenities. Shade trees may be introduced in these areas where feasible and appropriate. A single, small sign identifying the name of the development (name to be determined) is proposed near the entrance. All proposed signage will comply with all applicable requirements of the current ordinance at the time the signage is proposed. It is the intent of the developer to provide simple, low maintenance plantings and street trees around the proposed buildings and at key focal areas such as the mail kiosk and entry sign. All landscaping shall be maintained by the HOA which shall be assured through the restrictive covenants of the Homeowners Land Development Association and/or associated documents.

G. A statement describing the maintenance and screening of any proposed pond, lake, or storm water management facility contained in the development.

All stormwater management facilities shall be maintained by the HOA. Screening shall be introduced in compliance with the current Fountain Inn Zoning Ordinance and to improve the appearance of highly visible areas for residents and guests.

H. A statement describing pedestrian access and circulation throughout the project.

A 5' wide concrete sidewalk is proposed along the internal road to provide access to the mail kiosk unit. This sidewalk will also be contained as part of the proposed trail system. The trails accessing the wooded portion of the development will be surfaced with natural materials (mulch or crushed stone) in order to avoid further disturbance to the significant trees and wetland areas on site.

I. Any such information or description as may be deemed reasonably appropriate for review.

PLANNED USE DESCRIPTIONS

☐ **1 | SINGLE-FAMILY TOWNHOME COMMUNITY**

**the features of this portion of the development are described in depth in sections A-G*

- 0344000300100 (202 Fairview)
- 0344000300600 (112 Parsons)
- 0344000300101 (300 Fairview)

☐ **2 | OFFICE SPACE**

- 0345001000900 (303 Fairview)
- This is currently, and will continue to be, used as office space. This hosts the offices of B&B Real Estate Company, Crafted Community Concepts (C3), Freedom Commercial, the KH Jones Law Firm and a satellite office for P+F Construction. This parcel has also granted an easement to 0345001000703 for the proposed parking lot expansion (in for permit now) which can be see below. It has also provided an easement to The Mill at Fountain Inn for its green space expansion into the backyard.



□ 3 | PARKING LOT EXPANSION

- 0345001000702 (307 A Fairview)
- This will be the site of a new/expanded parking lot with 44 total spaces. This is currently in for permit and the City has agreed to lease this from us so it will become city parking upon its completion. Exhibit 2.0 below shows the planned parking expansion.

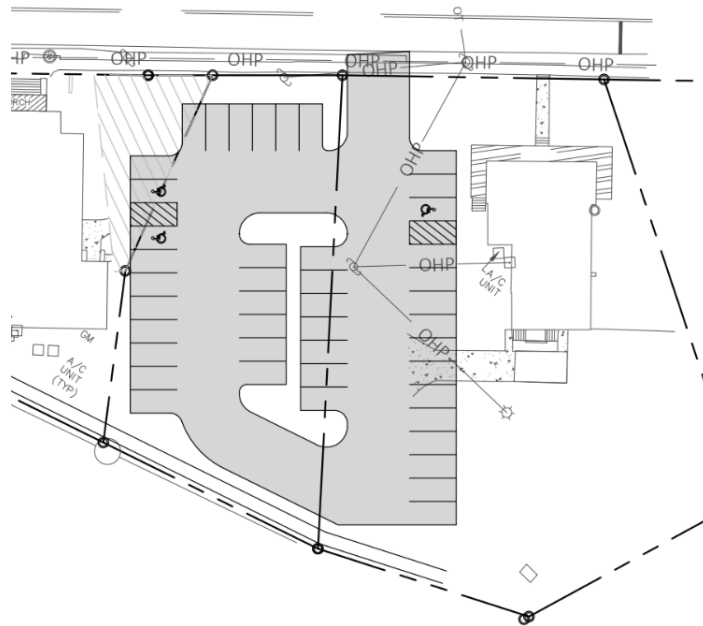


EXHIBIT 2.0

□ 4 | EXISTING CHURCH

- 0345001000700 (307 B Fairview)
- This is the current home of the Beulah Christian Fellowship Church. This will continue to operate as a church and they will be doing an expansion (see Exhibit 3.0 below) to host events, summer camps, dinners, fellowships, etc. to engage the community. They will also be reconfiguring their parking lot in order to tie into a new parking lot owned by the Mill at Fountain Inn. There will also be a trail behind the church that will connect these parking lots directly to The Mill at Fountain Inn.



EXHIBIT 3.0



FAIRVIEW AND PARSONS - PD PROPOSAL

CITY OF FOUNTAIN INN

TMS# 0344000300100, 0344000300600, 0344000300101, 0345001000900, 0345001000702, 0345001000700

LOCATION MAP



COMMENTS + REVISIONS OVERVIEW - INCLUDED IN THE 04.05.2024 RESUBMITTAL

- CLARIFICATION ON PRICE POINT OF PROPOSED PRODUCT.**
Per the developer, these townhomes will be listed in the upper \$300's to low \$400's due to the materials used and higher site development costs due to topography and wetlands present.
- REQUEST FOR ADDITIONAL DETAILS ON THE PROPOSED VIEW FROM FAIRVIEW STREET AND WAYS TO ORIENT THE TOWNHOMES FOR BETTER VIEWS FROM THE STREET.**
Due to the narrow entry to the site from Fairview Street, the townhomes are unable to be rotated facing out. However, the building and parking are set back a minimum of 30' from the street, giving space for a decorative entry sign along with ornamental plantings to both screen the parking and building edge from street view and provide a favorable view into the development.
- REQUEST FOR ADDITIONAL DETAILS CONCERNING THE VIEW FROM MAIN STREET AND SCREENING FROM THE RAILROAD.**
A 25' buffer has been maintained between the back of lots and the edge of property facing the railroad. Existing vegetation will be preserved to the extent possible in this area and additional buffer plantings will be replaced as needed to provide an evergreen screen from the back of units looking toward Main Street.
- REQUEST FOR ADDITIONAL DETAILS REGARDING PROPOSED FACADE MATERIALS AND HOW THE DEVELOPMENT WILL TIE IN WITH THE EXISTING AREA CHARACTER.**
The intent of the development is to complement and extend the area character of Main Street and the surrounding Mill Village. A traditional mix of brick and hardiplank will be used with the exclusion of vinyl siding. The language in the accompanying SOI has been updated to reflect this material choice.
- REQUEST FOR CONFIRMATION FROM FIRE MARSHALL ON EMERGENCY ACCESS AND SAFETY PLAN FOR THE DEVELOPMENT.**
Seamon Whiteside has worked extensively with the Fountain Inn Fire Marshall (Phil Challinor) to ensure the development meets all safety and fire access criteria. Due to the short run of roadway and low density of the development, the Fire Department has signed off on the single access to the development and the proposed fire turnaround. All hydrant placement will be planned to meet the department criteria as well.
- REQUEST FOR ADDITIONAL DETAILS REGARDING TRAIL MATERIALS AND ACCESS WITHIN THE DEVELOPMENT.**
The proposed trail through the development is in an area where existing tree and wetland preservation are of importance. Due to proximity to these natural resources, the trail will utilize natural surfacing (mulch or crushed stone) and have small path lights along the edges. This is to avoid further disturbance to the site while providing an outdoor amenity for the community to enjoy.
- REQUEST FOR ADDITIONAL DETAILS REGARDING GUEST PARKING AND RESIDENT PARKING WITHIN THE DEVELOPMENT.**
Each unit will provide (1) one garage parking space and (1) driveway parking space. In addition to the two parking spaces provided per residence, there are 15 provided on-street guest parking spaces at the entry to the development. These will be appropriately screened with plant material to provide favorable views from the street and neighboring properties.

GENERAL NOTES

- TRASH COLLECTION TO BE MANAGED PRIVATELY - CONTRACT TO BE ARRANGED THROUGH ESTABLISHED HOA
- POTENTIAL STREAM IMPACT IS TO BE DETERMINED PENDING JURISDICTIONAL WATERS ASSESSMENT (IN PROGRESS)
- THE CURRENT STREAM CENTERLINE SHOWN IS PER AVAILABLE GIS DATA AND IS SUBJECT TO CHANGE

PROJECT CONTACTS

DEVELOPER:
BLACKSTOCK DEVELOPMENT
39 ROWLEY STREET, UNIT 105
GREENVILLE, SC 29601
CONTACT: SETH HENRY
PHONE: 864-467-4409

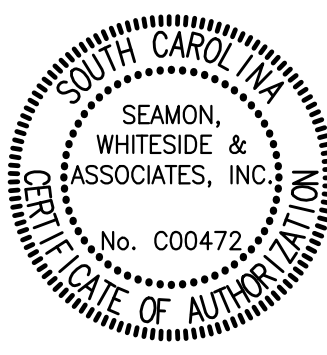
CIVIL ENGINEER & LANDSCAPE ARCHITECT:
SEAMON WHITESIDE & ASSOCIATES, INC.
JUDSON MILLS BUILDING 6000, SUITE 6060
701 EASLEY BRIDGE RD
GREENVILLE, SC 29611
CONTACT: PAUL TALBERT
PHONE: (904) 885-0188

SOURCES:
ATLAS TOPOGRAPHIC SURVEY
570 BROOKSHIRE ROAD - UNIT D
GREER, SC 29651

S&ME ENVIRONMENTAL SURVEY
48 BRROKFIELD OAKS DR. - SUITE F
GREENVILLE, SC 29607



MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM



FAIRVIEW AND PARSONS
BLACKSTOCK DEVELOPMENT
FOUNTAIN INN, SOUTH CAROLINA

SW+ PROJECT: 10447
DATE: 04/05/2024
DRAWN BY: CD/KJ
CHECKED BY: CD/NM

REVISION HISTORY

NO.	DESCRIPTION	DATE

PRELIMINARY
DEVELOPMENT
PLAN
COVER SHEET
(1 OF 4)

04.05.2024

THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

501 WANDO PARK BOULEVARD, SUITE 200 | MOUNT PLEASANT, SC 29464 | 508 RHETT STREET, SUITE 101 | GREENVILLE, SC 29601

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1.0 | OVERALL PD PROPOSAL

PD PROPOSAL | OVERVIEW

TMS#:
0344000300100 (3.99 ACRES) - TOWNHOMES
0344000300600 (1.53 ACRES) - TOWNHOMES
0344000300101 (0.76 ACRES) - TOWNHOMES
0345001000900 (0.20 ACRES) - OFFICE SPACE
0345001000702 (0.28 ACRES) - EXPANDED PARKING LOT (44 SPACES)
0345001000700 (0.55 ACRES) - CHURCH WITH TRAIL CONNECTION

TOTAL ACREAGE: 7.31 ACRES

TOTAL LOTS: 37 TOWNHOUSE LOTS

EXISTING ZONING: R-M, R-15, R-12, I-1, C-2

PROPOSED LAND USE:
PARCELS TO BE COMBINED AND REZONED AS PD TO ALLOW FOR TOWNHOME DEVELOPMENT, OFFICE USE, CHURCH USE, AND A PROPOSED TRAIL CONNECTION THROUGH ALL PARCELS.

INTERNAL LOTS SETBACKS:

FRONT: 20'

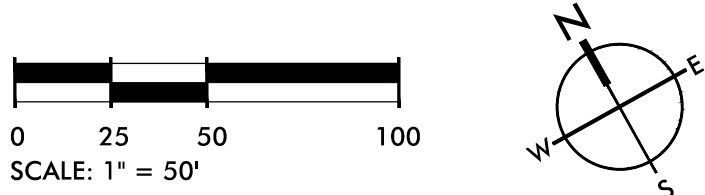
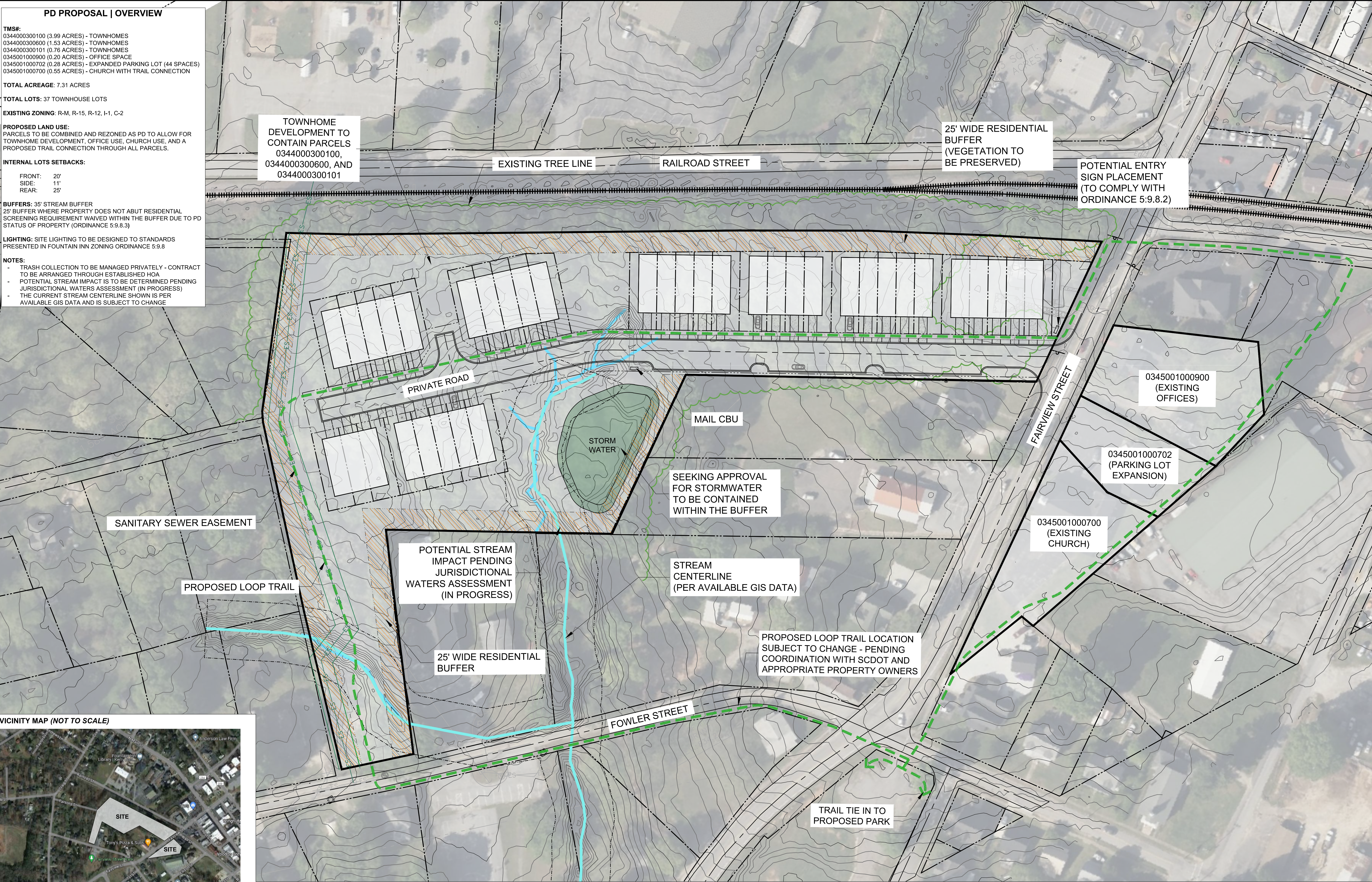
SIDE: 11'

REAR: 25'

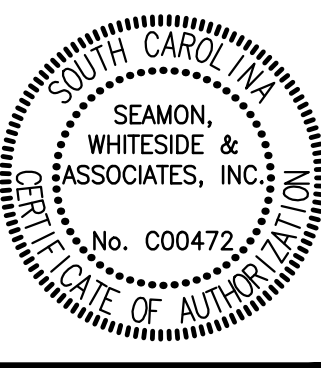
BUFFERS: 35' STREAM BUFFER
25' BUFFER WHERE PROPERTY DOES NOT ABUT RESIDENTIAL SCREENING REQUIREMENT WAIVED WITHIN THE BUFFER DUE TO PD STATUS OF PROPERTY (ORDINANCE 5:9.8.3)

LIGHTING: SITE LIGHTING TO BE DESIGNED TO STANDARDS PRESENTED IN FOUNTAIN INN ZONING ORDINANCE 5:9.8

NOTES:
- TRASH COLLECTION TO BE MANAGED PRIVATELY - CONTRACT TO BE ARRANGED THROUGH ESTABLISHED HOA
- POTENTIAL STREAM IMPACT IS TO BE DETERMINED PENDING JURISDICTIONAL WATERS ASSESSMENT (IN PROGRESS)
- THE CURRENT STREAM CENTERLINE SHOWN IS PER AVAILABLE GIS DATA AND IS SUBJECT TO CHANGE



MOUNT PLEASANT, SC 843.884.1667
GREENVILLE, SC 864.298.0534
SUMMERVILLE, SC 843.972.0710
SPARTANBURG, SC 864.272.1272
CHARLOTTE, NC 980.312.5450
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FAIRVIEW AND PARSONS
BLACKSTOCK DEVELOPMENT
FOUNTAIN INN, SOUTH CAROLINA

SW+ PROJECT: 10447
DATE: 04/05/2024
DRAWN BY: CD/KJ
CHECKED BY: CD/NM

REVISION HISTORY

NO.	DESCRIPTION	DATE

PRELIMINARY DEVELOPMENT PLAN
1.0
(2 OF 4)
04.05.2024

THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

501 WANDO PARK BOULEVARD, SUITE 200 | MOUNT PLEASANT, SC 29464 | 508 RHETT STREET, SUITE 101 | GREENVILLE, SC 29601

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1.1 | DETAILED TOWNHOME DEVELOPMENT EXHIBIT

PARKING TABLE			
USE	UNITS/SF	PARKING RATIO	SPACES PROVIDED
SINGLE-FAMILY ATTACHED (TOWNHOMES)			
37 UNITS	2 SPACES/UNIT		74
	ADDTL. GUEST PARKING		15
TOTAL WITHIN TOWNHOME DEVELOPMENT:			89
EXISTING OFFICES			
~2,500 SF	2 SPACES/1000 SF		5
TOTAL WITHIN EXISTING OFFICES:			5
EXISTING CHURCH			
N/A	1 SPACE/4 SEATS		30
TOTAL WITHIN EXISTING CHURCH:			30
PARKING LOT EXPANSION			
N/A	44 PLANNED SPACES		44
TOTAL PLANNED WITH EXPANSION:			44
TOTAL PARKING PROVIDED THROUGHOUT PD:			168

SITE DATA

TMS#:
0344000300100 (3.99 ACRES)
0344000300600 (1.53 ACRES)
0344000300101 (0.76 ACRES)

USE TYPE: SINGLE-FAMILY ATTACHED TOWNHOME DEVELOPMENT

ACREAGE: 6.28 ACRES

TOTAL LOTS: 37 TOWNHOUSE LOTS

DENSITY: 5.89 LOTS/ACRE

PARKING: 2 SPACES/LOT PROVIDED (1 SURFACE PARKING IN DRIVEWAY AND 1 GARAGE PARKING) WITH 15 ADDITIONAL ON-STREET GUEST PARKING SPACES (89 TOTAL SPACES)

EXISTING ZONING: R-M, R-15, R-12, I-1, C-2

PROPOSED LAND USE:
PARCELS TO BE COMBINED AND REZONED AS PD TO ALLOW FOR TOWNHOME DEVELOPMENT, OFFICE USE, CHURCH USE, AND A PROPOSED TRAIL CONNECTION THROUGH ALL PARCELS.

INTERNAL LOTS SETBACKS:

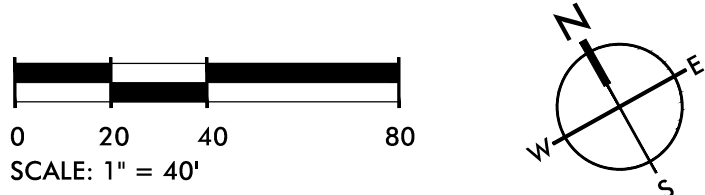
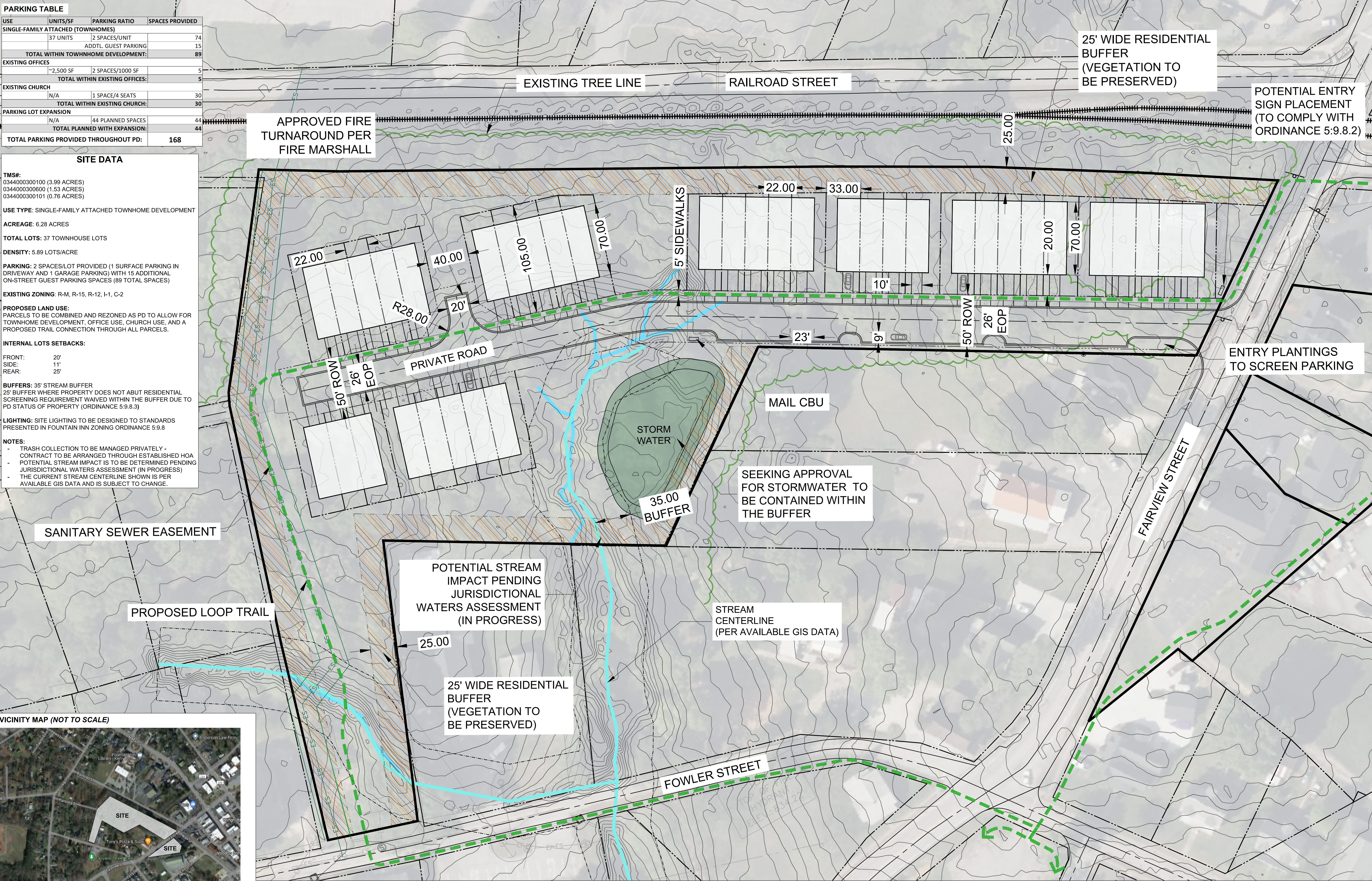
FRONT: 20'
SIDE: 11'
REAR: 25'

BUFFERS: 35' STREAM BUFFER
25' BUFFER WHERE PROPERTY DOES NOT ABUT RESIDENTIAL SCREENING REQUIREMENT WAIVED WITHIN THE BUFFER DUE TO PD STATUS OF PROPERTY (ORDINANCE 5.9.8.3)

LIGHTING: SITE LIGHTING TO BE DESIGNED TO STANDARDS PRESENTED IN FOUNTAIN INN ZONING ORDINANCE 5.9.8

NOTES:

- TRASH COLLECTION TO BE MANAGED PRIVATELY - CONTRACT TO BE ARRANGED THROUGH ESTABLISHED HOA
- POTENTIAL STREAM IMPACT IS TO BE DETERMINED PENDING JURISDICTIONAL WATERS ASSESSMENT (IN PROGRESS)
- THE CURRENT STREAM CENTERLINE SHOWN IS PER AVAILABLE GIS DATA AND IS SUBJECT TO CHANGE.



SW

SEAMONWHITESIDE

MOUNT PLEASANT, SC 843.884.1667

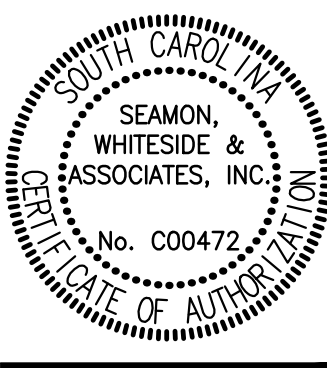
GREENVILLE, SC 864.298.0534

SUMMERVILLE, SC 843.972.0710

SPARTANBURG, SC 864.272.1272

CHARLOTTE, NC 980.312.5450

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FOUNTAIN INN, SOUTH CAROLINA

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PRELIMINARY DEVELOPMENT PLAN

1.1

(3 OF 4)

04.05.2024

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1.2 | NATURAL RESOURCES INVENTORY

NATURAL RESOURCES INVENTORY

WOODED AREA (5.32 ACRES)

85% OF TOTAL SITE AREA

STREAM BUFFER AREA (0.64 ACRES)

10% OF TOTAL SITE AREA

SITE DATA

TMS#:

0344000300100 (3.99 ACRES) - TOWNHOMES

0344000300600 (1.53 ACRES) - TOWNHOMES

0344000300101 (0.76 ACRES) - TOWNHOMES

0345001000900 (0.20 ACRES) - OFFICE SPACE

0345001000702 (0.28 ACRES) - EXPANDED PARKING LOT (44 SPACES)

0345001000700 (0.55 ACRES) - CHURCH WITH TRAIL CONNECTION

TOTAL ACREAGE:

7.31 ACRES

TOTAL LOTS:

37 TOWNHOUSE LOTS

EXISTING ZONING:

R-M, R-15, R-12, I-1, C-2

PROPOSED LAND USE:

PARCELS TO BE COMBINED AND REZONED AS PD TO ALLOW FOR TOWNHOME DEVELOPMENT, OFFICE USE, CHURCH USE, AND A PROPOSED TRAIL CONNECTION THROUGH ALL PARCELS.

INTERNAL LOTS SETBACKS:

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SIDE: 11'

REAR: 25'

BUFFERS:

35' STREAM BUFFER

25' BUFFER WHERE PROPERTY DOES NOT ABUT RESIDENTIAL SCREENING REQUIREMENT WAIVED WITHIN THE BUFFER DUE TO PD STATUS OF PROPERTY (ORDINANCE 5:9.8.3)

LIGHTING:

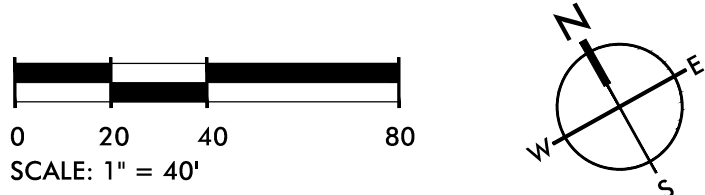
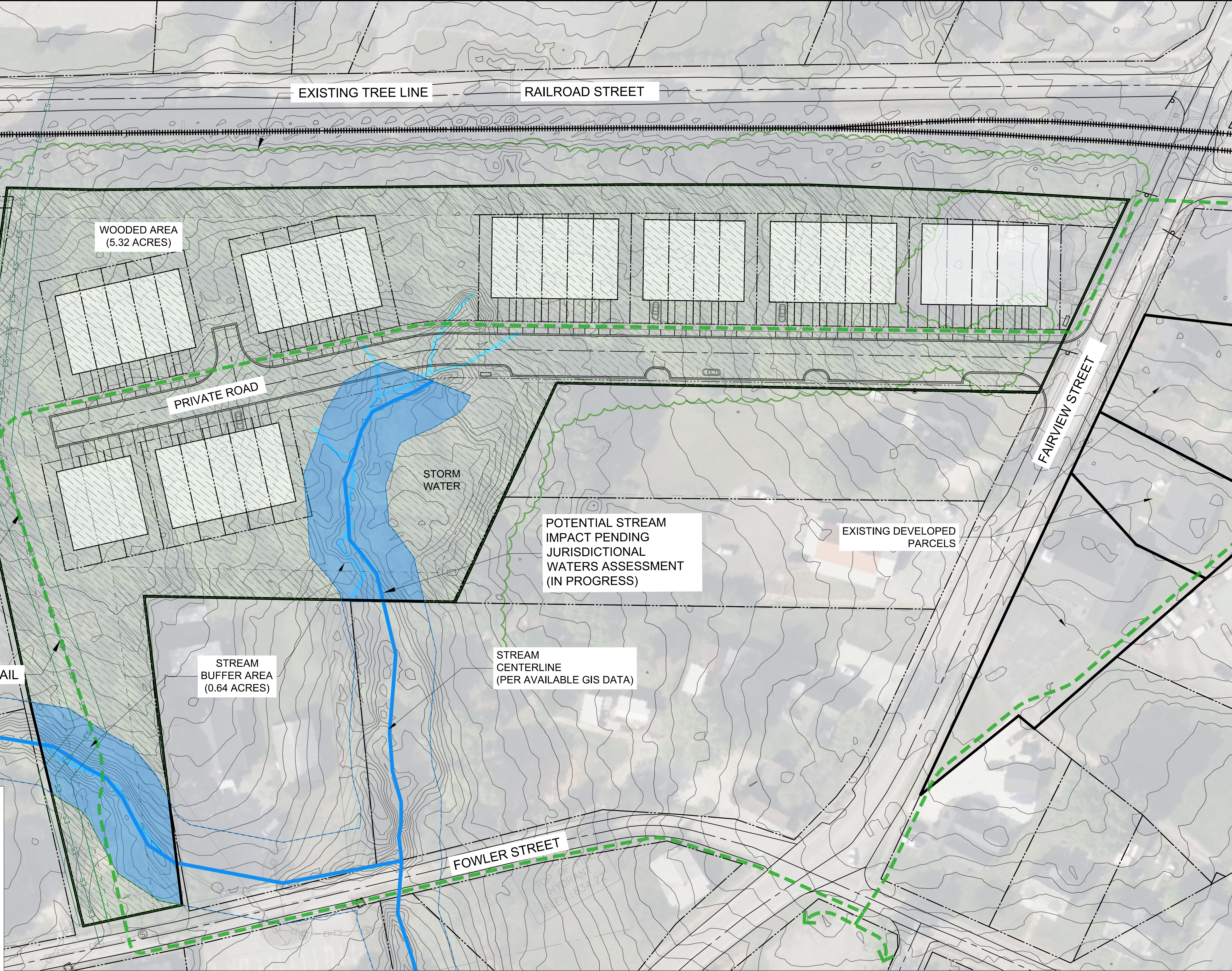
SITE LIGHTING TO BE DESIGNED TO STANDARDS PRESENTED IN FOUNTAIN INN ZONING ORDINANCE 5:9.8

NOTES:

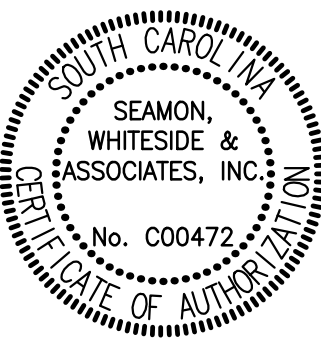
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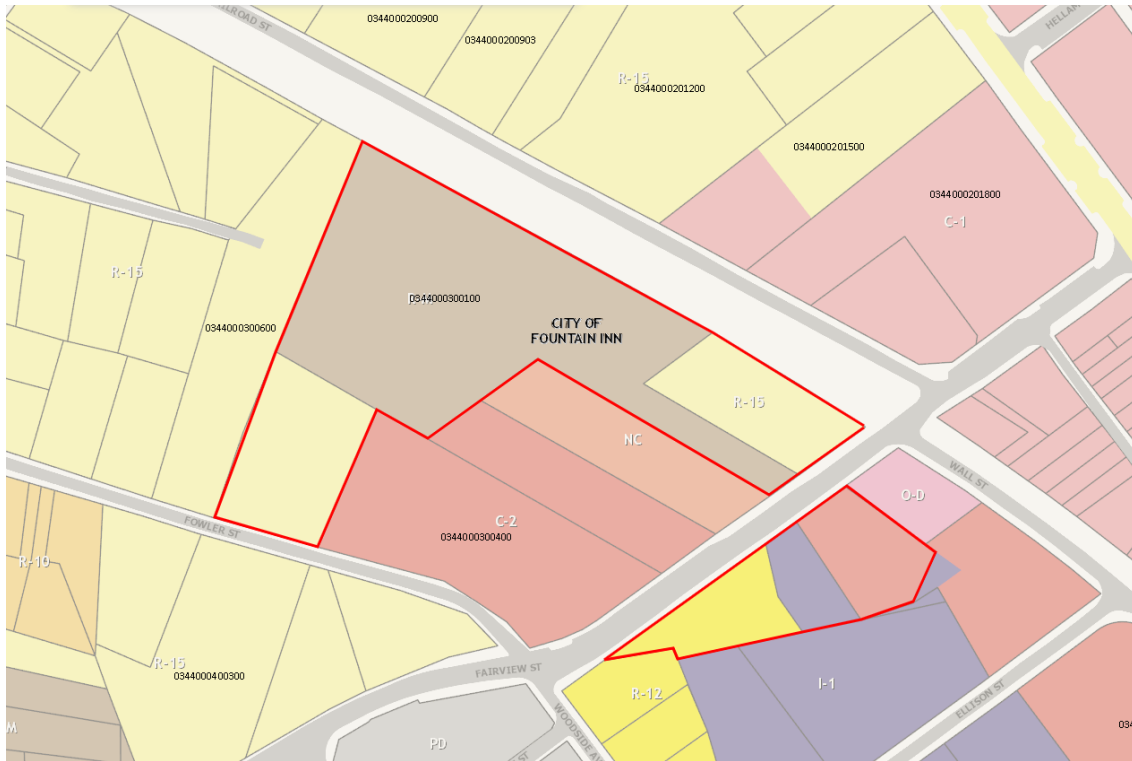
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NATURAL RESOURCES INVENTORY
1.2
(4 OF 4)
04.05.2024

EXHIBIT A

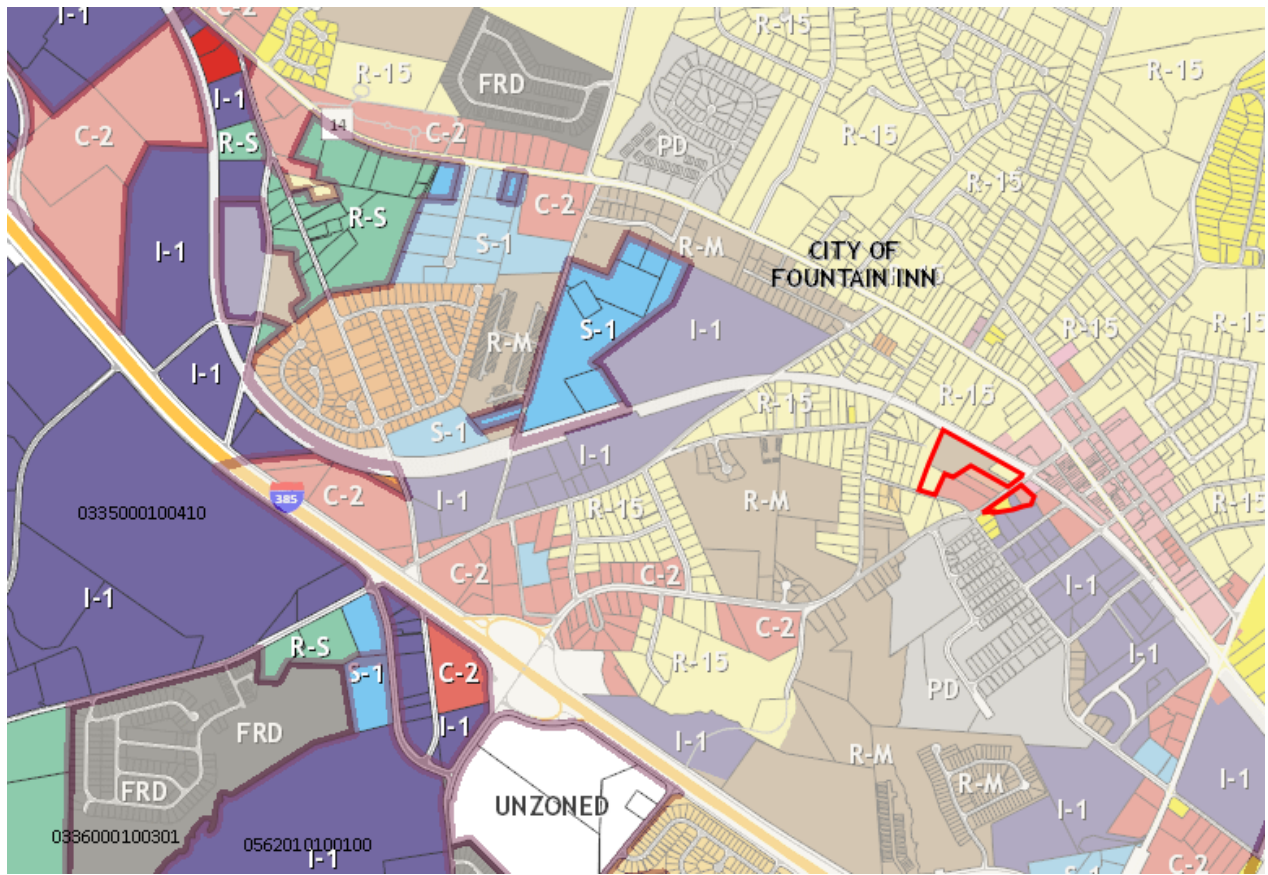
Zoning Map



Aerial Photography



Vicinity Map



**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

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

April 11, 2024

Regular City Council Meeting

☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested:** April 11, 2024**Ordinance/Resolution Caption:**

An Ordinance to Provide for the Amendment of the Official Zoning Map of the City of Fountain Inn.

Summary Background:

PZ-2024-03 would rezone 2 parcels at 1314 and 1318 North Main Street, Tax Map Numbers 0325000100701, 0325000100707 to FRD, Flexible Review District.

The applicant is proposing to build a 3 story, 90,000 square foot climate controlled self-storage facility at the rear of the site and a three-tenant retail/ office building at the front of the site.

The proposed development is compatible with the Commercial Mixed-Use Character Area as identified in the INNvision Comprehensive plan.

On February 22, 2024, the City of Fountain Inn Planning Commission voted (7-0) in favor of rezoning the property to FRD, Flexible Review District, with the following condition:

A Final Development Plan must be reviewed and approved prior to the issuance of any permits.

Impact If Denied:

The front parcel would remain as a non-conforming commercial property while the rear parcel would remain with a residential structure on site. The site would remain zoned C-2 Commercial, and all uses allowed in the C-2 zoning district would be permitted by right.

Impact If Approved:

The site would be developed as a group development offering climate-controlled self-storage and retail/office space.

Financial Impact:

N/A

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 PROPERTIES
DESCRIBED IN THIS ORDINANCE.

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 recommend the approval of the re-zoning request from C-2 Commercial 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 PZ-2024-03 containing approximately 3.49 acres, Greenville County Tax Map numbers 0325000100701, 0325000100707, located at 1314 and 1318 North Main Street 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 Property is hereby rezoned from C-2 Commercial, 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 APRIL 11, 2024.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:

Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

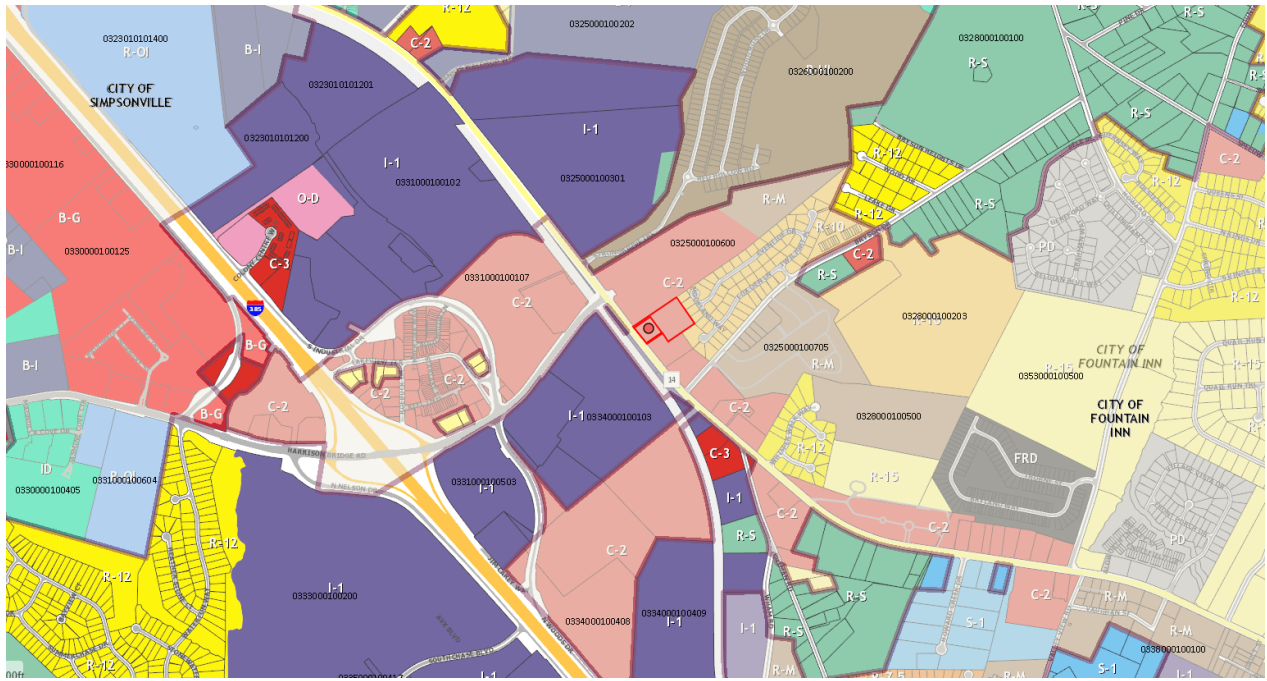
Michael E. Kozlarek, Esq.
King Kozlarek Law LLC

First Reading: March 14, 2024
Second Reading / Final Approval: April 11, 2024

Aerial Photography



Vicinity Map





Fountain Inn Planning and Development
200 North Main Street
Fountain Inn, SC 29644
Office: 864.409.3334

TO: Planning Commission

FROM: Planning and Development Department

RE: PZ-2024-03

APPLICANT: Alex Dmyterko for Century Development Partners, LLC

PROPERTY LOCATION: 1314 and 1318 North Main Street

PIN/TMS#(s): 0325000100701, 0325000100707

EXISTING ZONING: C-2, Commercial

REQUESTED ZONING: FRD, Flexible Review District

PROPOSED LAND USE: Retail, Self-Storage

ACREAGE: 3.49

COUNCIL WARD: 1 – Sanders

ATTACHMENTS: Aerial Map
Zoning Map
Vicinity Map
Statement of Intent
Development Plan

EXISTING LAND USE: Commercial, Vacant

**AREA
CHARACTERISTICS:**

Direction	Zoning	Land Use
North	C-2, R-M	Single-family Residential
East	R-10	Single-family Residential
South	C-2	Government
West	R-HI	Residential

WATER AVAILABILITY: Greenville Water

SEWER AVAILABILITY: City of Fountain Inn

**Fountain Inn Master
Plan CONFORMANCE:**

The subject property is part of the Fountain Inn INNvision Comprehensive Plan, where it is designated as *Commercial Mixed Use*.

ROADS AND TRAFFIC: North Main Street is a four-lane state-maintained arterial road. The parcels have approximately 226 feet of frontage along North Main Street. There is no sidewalk along the street frontage.

Location of Traffic Count	Distance to Site	2017	2019	2021
North Main Street	1160' S	9100	10300 +11.7%	11100 +7.21%

**CULTURAL AND
ENVIRONMENTAL:**

No floodplain is present on the site. There are no known historic or cultural resources on the site. There is an existing radio tower on site, which will be removed. Bryson Elementary School is .53 miles from the site.

REVIEW DISTRICT DETAILS:

Project Information:

The applicant is requesting to rezone the property from C-2 Commercial to FRD, Flexible Review District to provide a climate controlled self-storage facility and a commercial retail tenant building.

Proposed Land Uses:

The intended use for the site is self-storage and retail.

Architectural Design:

The exterior walls of the three-story storage building will consist of steel panels, CMU block and stucco. 24" panel projections will provide depth and dimension. Wall height will change every 100' to add depth and dimension. The retail building materials will consist of a combination of brick, CMU block, CMU split face block, or EIFS material.

Access and Parking:

Access to the site will be provided by a right in/right out configuration from North Main Street. Parking will be provided in front of the retail stores and in front of the storage facility. Additional loading zones will be located along both sides of the storage building.

Landscaping and Buffering:

A 10' landscape buffer with screening will be provided along all property lines adjacent to a residential zone or use. An 8' roadside buffer will be provided along North Main Street. All required screening within the buffers will be provided per Section 5:9.8.3 of the Zoning Ordinance.

Signage and Lighting:

All signage will comply with the attached sign package criteria and Section 5:9.8.3. All lighting will comply with the City of Fountain Inn Zoning Ordinance.

CONCLUSION:

Self Storage facilities are not allowed in the C-2 Commercial Zoning District. The request to change the existing zoning from C-2 Commercial to FRD, Flexible Review District will allow the climate-controlled storage facility. The site is designed to comply with the Commercial Design Standards that apply to the C-2 Zoning District. The proposed development is compatible with the Commercial Mixed-Use Character Area as identified in the INNvision Comprehensive plan.

**STAFF
RECOMMENDATION:**

Based on these reasons, staff recommends approval of the requested rezoning to FRD, Flexible Review District with the following conditions:

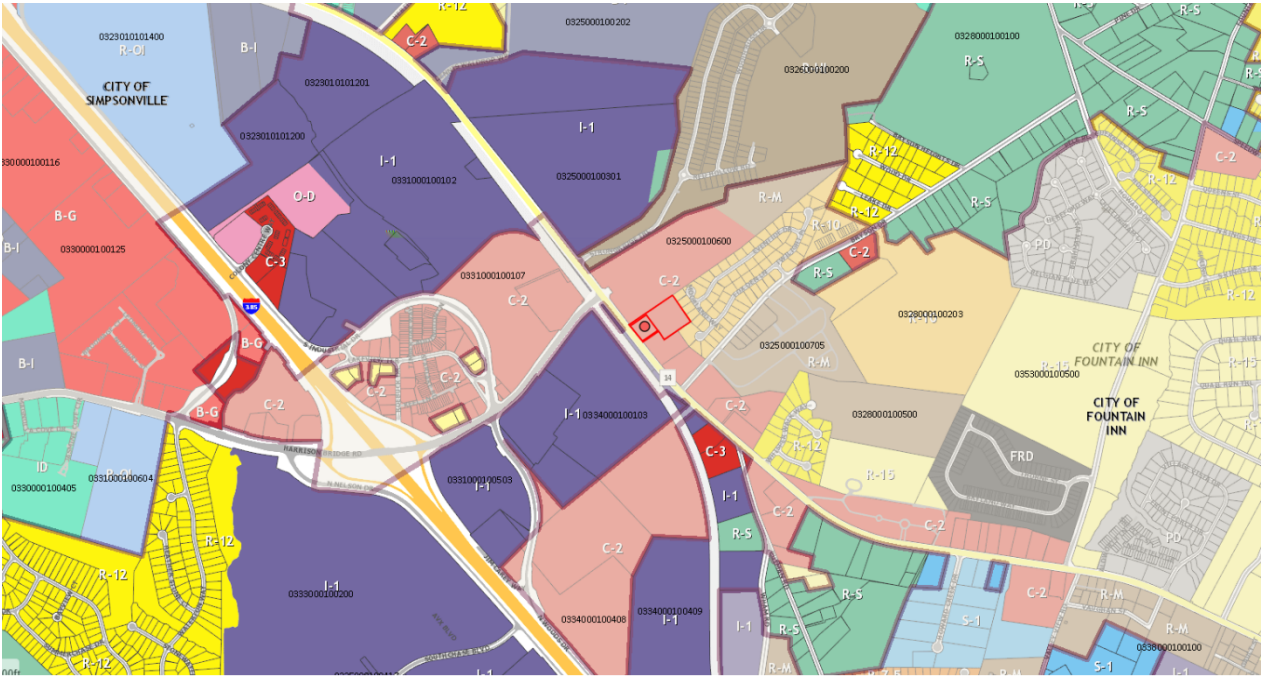
1. A Final Development Plan must be reviewed and approved prior to the issuance of any permits.



Aerial Photography



Zoning Map



Vicinity Map

STOWE Storage Facility & Commercial Retail Stores

“Statement of Intent”

+/-3.49 Acres

Flexible Review District (FRD) – Storage & Commercial
North Main Street – City of Fountain Inn, SC

Statement of Intent

February 08, 2024

Applicant

Century Development Partners, LLC
Alex Dmyterko
5 Century Drive, Suite 240
Greenville, SC 29607
(630) 301-1536
alex@streamsdev.com

Civil Engineer

Bluewater Civil Design, LLC
Paul J. Harrison, P.E.
718 Lowndes Hill Road
Greenville, SC 29607
(864) 326-4202
paul@bluewatercivil.com

Overall Preliminary Development Plan

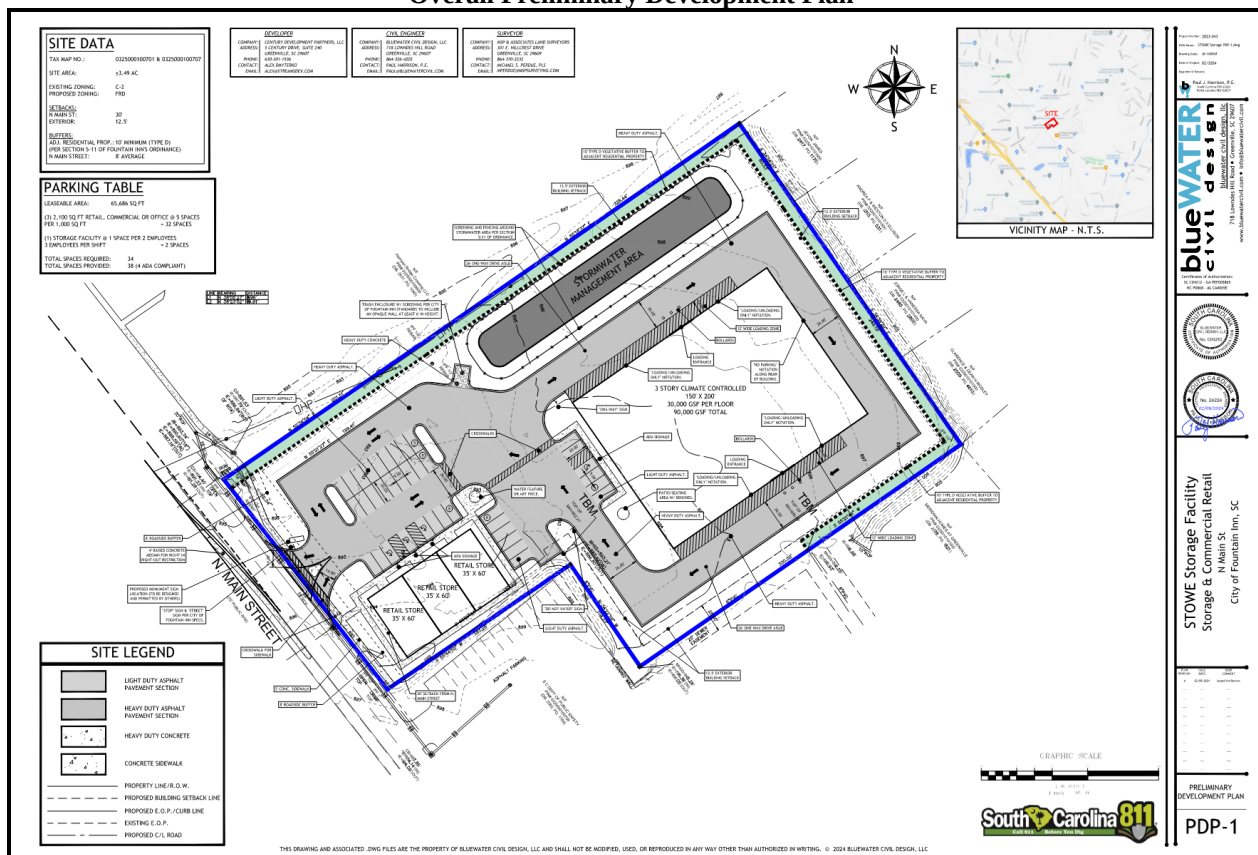


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1.0 Site Location & Property Description

The property consists of +/- 3.49 acres located along N Main St (SC-14) with Greenville County TMS# 0325000100701 & 0325000100707. The property is currently zoned C-2 in the City of Fountain Inn. The developer is requesting to rezone the property to Flexible Review District (FRD) in the City of Fountain Inn to provide a climate controlled self-storage facility and commercial retail stores.

2.0 Existing Site Features

The property consists mostly of open fields and an existing commercial strip business with parking area fronting N Main St. There is also an existing radio tower in the center of the property that is to be removed. N Main St is a state-maintained road (SC-14). The residential development known as Stoneledge Cottages is adjacent to the property to the north. The Fountain Inn SCDMV is adjacent to the property to the south. See Appendix C for Natural Resources Inventory.



Figure 1: Overall Property Map

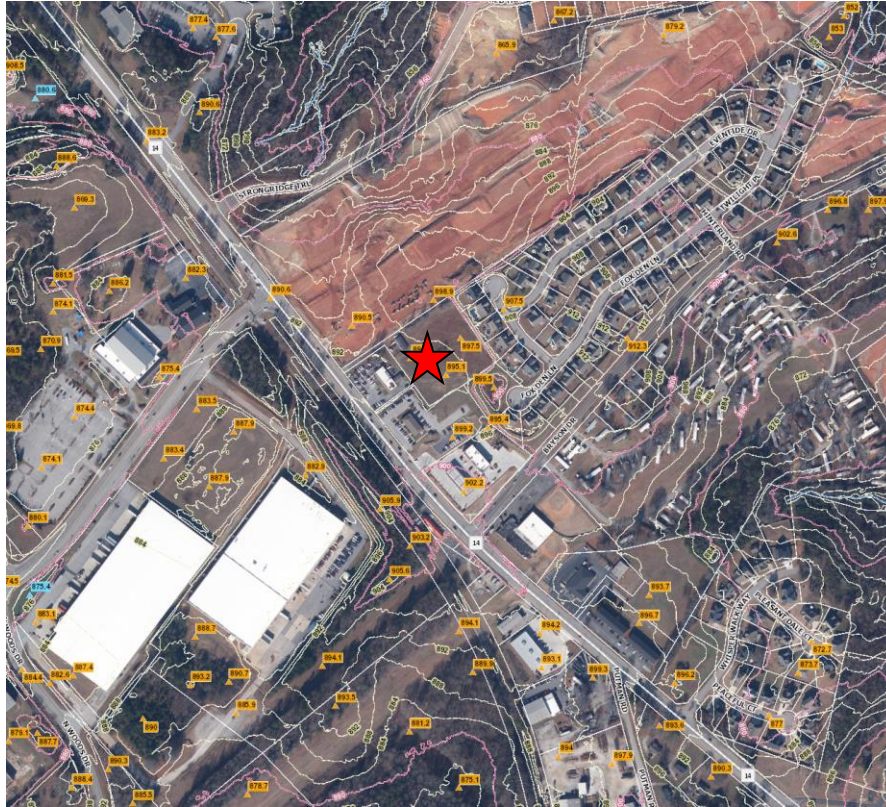


Figure 2: Existing Topo and Site Aerial

3.0 Existing Infrastructure & Utilities

N Main St (SC-14) is a 4-lane state road with a TWTL and a speed limit of 45 MPH.

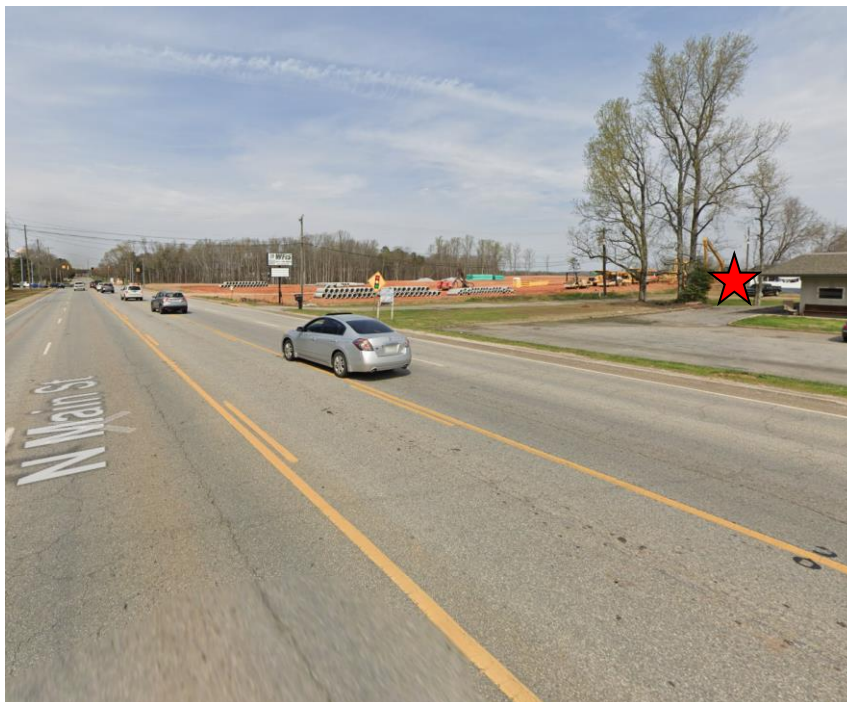


Figure 3: Street View of N Main St Looking Right



Figure 4: Street View of N Main St Looking Left

The City of Fountain Inn will be the provider of sewer to the site. There is an existing 8" City of Fountain Inn sewer line on the property. Greenville Water Systems will be the provider of water to the site. There is an existing 16" GWS water main along N Main St.

Fountain Inn Fire Department is located at 200 N Main St and is approximately 1.96 miles from the site. Duke Power will be the electrical provider for the site. Piedmont Natural Gas will be the gas provider. Charter is able to serve the site as the internet, cable, and phone provider. Please refer to Appendix A for the willingness to serve letters for this site.

4.0 Existing Soils & Hydraulic Features

An existing soils map is provided below for the property. Please see more detailed description in Appendix C.



Figure 5: Soils Map (See Appendix C for Soils Report)

5.0 Site Development

The site will consist of (1) climate controlled self-storage facility in the rear of the property and (3) attached commercial retail stores at the front near N Main St. The storage facility will be approximately 150' x 200' and climate controlled. It will consist of (3) stories with approximately 30,000 GSF per floor for an approximate 90,000 total GSF. There will be approximately 650-700 storage units in the facility. The (3) attached commercial retail stores each have dimensions of approximately 35' x 60'. Tenants of these retail stores may be one of the allowed uses in C-2 zoning district specified below or any other C-2 use that staff may deem appropriate:

- | | | |
|-----------------------------------|------------------------------------|----------------------|
| • Accountant | • Cafe | • Paint Store |
| • Automobile parts or accessories | • Delicatessen | • Photography Studio |
| • Bakery | • Dental clinic | • Restaurant |
| • Bank or savings and loan | • Florist | • Sandwich shop |
| • Barber shop | • Mattress Shop | • Veterinary clinic |
| • Beauty shop | • Office, business or professional | |
| | • Optician | |

Access into the site has been restricted by SCDOT to a right-in/right-out (RI/RO) only. The RI/RO location is constrained to the center of the lot frontage along N Main Street in order to maximize driveway spacing from the adjacent DMV and to keep the RI/RO median out of the left-turn lane storage for Stoneledge Cottages. Cross-access may be allowed through adjacent properties if agreed upon by both parties. SCDOT correspondence has been included in Appendix A.

Parking will be provided at the entrance to the site in front of the proposed (3) commercial retail stores as well as in front of the storage facility. A minimum 26' wide two-way drive will be provided for the parking areas in front of the (3) commercial retail stores. A minimum 24' wide one-way drive will be provided around the storage facility for circulation. The northwest side and southeast side of the storage facility will each have a 12' x 40' loading zone for vehicles to pull off, as shown on the PDP. A 5' wide sidewalk will be provided along the exterior walls with building entrances and shall be no less than 6' from the exterior wall of the building to provide foundation landscaping per Section 7:13.4-2 of the ordinance.

5.1 Setbacks

All the proposed setbacks for this project are as follows:

- a) 30' minimum setback along North Main Street
- b) 12.5' minimum perimeter setback along exterior property lines

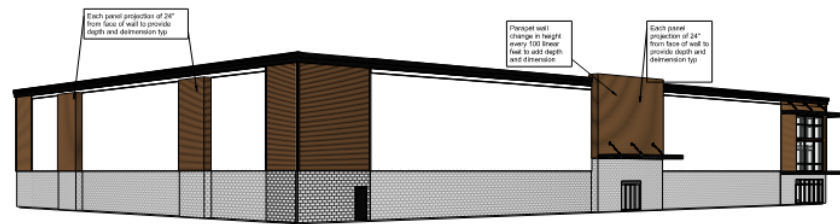
If the development proceeds as expected, the build-out will be completed within approximately 2 years.

6.0 Buildings & Materials

The storage facility will have building materials that may consist of steel for the interior and exterior walls, concrete foundation, masonry for the stairway and elevator, and a rubber or steel roof. The commercial retail stores will have building materials that may consist of brick, CMU, split face CMU, EIFS, or a combination of any of those materials. The commercial retail stores will be oriented perpendicular to N Main Street, facing Stoneledge Cottages. The storage facility

behind the retail stores will face N Main St. The building elevations provided are examples of how the proposed buildings are expected to look.

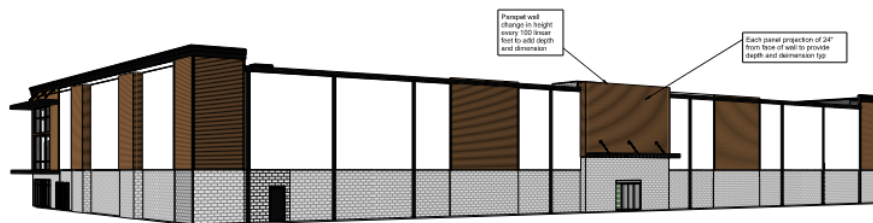
Please note the signage provided for the proposed (3) retail stores are samples to represent signage location and are not necessarily the official tenants. The tenants for the retail stores will be determined at a later date and will adhere to one of the proposed uses specified under Section 5.0 Site Development of this SOI. See Appendix E for sample building elevations, specific sign package criteria, and sample sign package for the retail store signage.



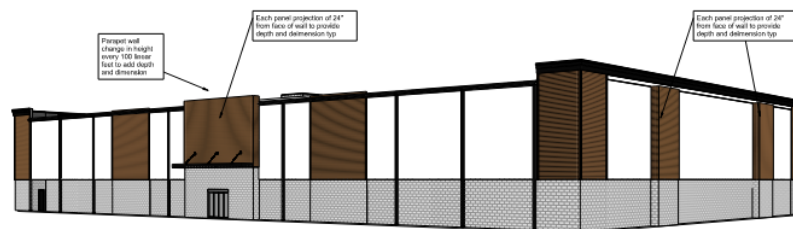
AD202.0.3 - FRONT LEFT



AD202.0.2 - FRONT RIGHT



AD202.0.1 - REAR LEFT



AD202.0.0 - REAR RIGHT

Figure 6: Sample Storage Building Elevation



Figure 7: Sample Retail Signage and Building Elevation

7.0 Landscaping, Lighting, & Signage

The adjacent residential properties will be buffered by a minimum 10' Type D landscaped buffer, as indicated on the Landscaping Plan. A minimum 8' wide roadside buffer will also be provided along N Main Street to buffer the parking areas from N Main Street, as indicated on the Landscaping Plan. Interior planting shall be provided for the parking areas per section 5:9.10.3 of the ordinance. A 6-foot wall, fence, berm, evergreen screening plant material or a combination thereof shall be provided for screening the adjacent residential properties per Section 5:9.8.3 of the ordinance. Where overhead power lines interfere (adjacent to Stoneledge Cottage), understory trees and/or shrubs may be used to meet screening requirements.

The stormwater management area will be screened by an evergreen vegetative hedge and fencing, per Section 5:11 of Fountain Inn's Ordinance. The proposed trash enclosure shall be

screened with an opaque wall/fencing, as noted on the PDP. The parking lot and associated drives shall be lit with light fixtures with a maximum height of 25' that meet the City of Fountain Inn's lighting standards per Section 7.13.6. A lighting and photometrics plan shall be provided with the building permit application, per Section 7.13.6-7.



Figure 8: Sample Parking Area Lighting

Typical stop signs and other necessary signage will be provided per City of Fountain Inn standards. Cluster mailbox (CBU) location will be provided in accordance with USPS guidelines.



Figure 9: Sample CBUs & Street Signs

8.0 Site Drainage

The site ultimately drains to the western corner at the front of the property adjacent to Stoneledge Cottages at N Main. Stormwater management will be addressed through the installation of an above ground or underground pond in the approximate location shown on the PDP.

9.0 Additional Public Improvements

A RI/RO will be required for access into the development in coordination with SCDOT. In order to best adhere to the Commercial Development Standards, (2) public amenities shall be provided per Section 7:13.4-2.E of the ordinance. One public amenity may consist of either a water feature or art piece in front of the commercial retail stores adjacent to the parking areas. The second public amenity may consist of patio/seating area with benches adjacent to the

parking area in front of the storage facility. Additionally, the proposed sidewalk along N Main Street and the area west of the retail stores allows room for a potential future bus stop for the City of Fountain Inn.

The proposed sewer lines for the property will tie into the existing City of Fountain Inn sewer main located on the property. The proposed sewer lines will be owned and maintained by the City of Fountain Inn. The proposed water lines for the property will tie into the existing GWS water main located along N Main St. The proposed water lines will be owned and maintained by GWS. Stormwater management will be addressed through the installation of an above ground or underground pond. Any necessary improvements for power, gas, cable, data, and any other applicable utilities will be made and coordinated with the utility providers to serve the development. All construction will be in accordance with applicable building codes, zoning ordinances, and all other state and local laws and ordinances.

10.0 Property Owner's Association

A Property Owner's Association (POA) shall be established for the development. The POA shall own and maintain the stormwater management facilities and be responsible for maintaining the proposed storage facility, commercial retail stores, and common grounds.

Appendix A

Willingness to Serve Letters & SCDOT Correspondence



Mailing Address:
664 Issaqueena Trail
Clemson, SC 29630
o: 864.234.4405

August 15, 2023

Sarah Webb
Blue Water Civil Design, LLC
718 Lowndes hill Road
Greenville, SC 29607

RE: Property located at 1318 Main St. in Fountain Inn, SC

Dear Ms. Webb:

This letter confirms that Duke Energy can provide electric service to the proposed site located at 1318 Main St. in Simpsonville, SC (Greenville County Tax Map #0325000100701 & #0325000100707) provided all necessary easements, permits and rights-of-way can be obtained. Please contact Duke Energy at 1-800-777-9898 when your construction plans are complete so we can discuss your electrical service requirements.

Duke Energy appreciates the opportunity to provide your electric service.

Sincerely,

A handwritten signature in black ink that reads "Kim Ball". The signature is written in a cursive, flowing style.

Kim Ball
Engineering Design Associate

Public Main Extension Preliminary Capacity Request Form

Form Revision Date: 4/13/2016

Project Information

Project Name: STOWE Storage Date: 9/14/2023

Engineer (Company): Bluewater Civil Design Phone: 864-326-4202

Engineer (Contact): Paul J Harrison, PE Signature: *Paul J. Harrison*

Engineer Address: 718 Lowndes Hill Rd, Greenville, SC 29607 Email: paul@bluewatercivil.com

Developer (Company): Century Development Partners, LLC Phone: 630-301-1536

Developer (Contact): Alex Dmyterko Email: alex@streamsdev.com

Developer Address: 5 Century Drive, Suite 240, Greenville, SC 29607

Tax Map Numbers for Project: 0325000100701 & 0325000100707

Proposed Water Resource Recovery Facility: Durbin Creek WWTP (SC0040002)

Estimated Total Sewer Flow: 1,558 gal/day. Attach Flow Calculations. (Average daily flow as calculated using SCDHEC Unit Contributory Loadings)

Connection Type - ☒ Gravity ☐ Force Main Connection Point - ☒ Satellite Sewer MH ☐ ReWa MH

Attach map identifying proposed connection point to existing collection/trunk sewer.

Are Multiple Collection Agencies involved? ☐ Yes ☒ No If yes, both agencies will need to fill out the respective portions of the form below.

Ownership, Operation & Maintenance of Collection System will be assigned to: City of Fountain Inn

Will there be a new Pump Station associated with this development? ☐ Yes ☒ No

Primary Satellite Sewer Agency Preliminary Approval

Agency Name: City of Fountain Inn

Does capacity appear to be available to serve this project? ☒ Yes ☐ No Approved Connection Point? ☒ Yes ☐ No

Comments: _____

Collection Agency Signature: *R.A. Hallon*

Date: 18 Sep 23

Secondary (Transport) Sewer Agency Preliminary Approval

Agency Name: _____

Does capacity appear to be available to serve this project? ☐ Yes ☐ No

Comments: _____

Collection Agency Signature: _____

Date: _____

ReWa Preliminary Approval

☒ ReWa has verified all affected agencies have completed review form.

ReWa Project No: PME2023-0216

Does ReWa capacity appear to be available to serve this project? ☒ Yes ☐ No

Approved Connection Point? ☒ Yes ☐ No

Is project authorized to move to the Step 2 permitting process? ☒ Yes ☐ No

ReWa Pretreatment form attached? ☒ Yes ☐ N/A

Comments: _____

ReWa Representative: *Kimberly Volk*

Date: 9.18.2023

This form does not constitute a permit to connect from ReWa or any sanitary sewer agency, nor is it to be used to obtain building permits from any regulatory agency. In cases where capacity appears available to serve a project, such capacity can neither be guaranteed nor reserved by this preliminary approval. **Capacity is allocated on a first come first serve basis during the subsequent ReWa Capacity Approval Process (Step 2).** Upon meeting all requirements (plan review, payment of all applicable fees, etc.), ReWa will issue a separate letter for use in obtaining a SCDHEC Permit to Construct. The engineer shall contact the individual Satellite Sewer Agencies involved to determine their policies, procedures, and requirements. Note: Approval is valid for 24 months from the executed date of this document.

FOUNTAIN INN FIRE DEPARTMENT

200 N. MAIN ST – FOUNTAIN INN – SC- 29644

August 30, 2023

Sarah Webb
Bluewater Civile Design, LLC
718 Lowndes Hill Rd
Greenville SC, 29607

Re: 2023-043

Mrs. Webb,

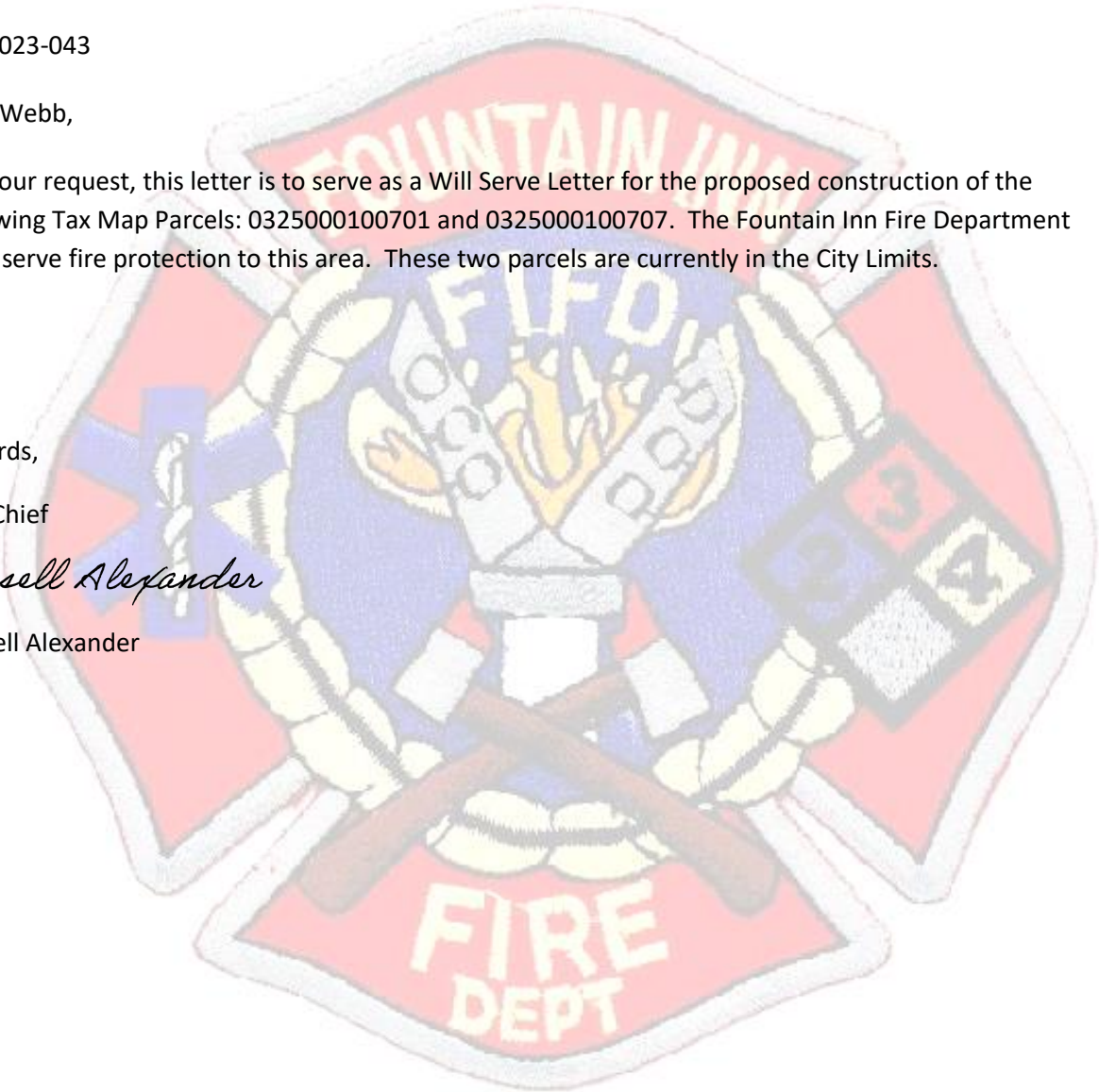
Per your request, this letter is to serve as a Will Serve Letter for the proposed construction of the following Tax Map Parcels: 0325000100701 and 0325000100707. The Fountain Inn Fire Department does serve fire protection to this area. These two parcels are currently in the City Limits.

Regards,

Fire Chief

Russell Alexander

Russell Alexander





September 1, 2023

Bluewater Civil Design, LLC
Attn: Ms. Mary Paige
718 Lowndes Hill Road
Greenville, SC 29607
Via Email: mary@bluewatercivil.com

RE: Tax Map #0325000100701 & 0325000100707 – 1314 N Main Street (4 commercial units)

Dear Ms. Paige:

Greenville Water owns and operates a 16-inch water line along N Main Street which is available to serve the above referenced properties according to the rules and regulations of Greenville Water.

These properties are currently served by accounts 0035702010 and 0035702000, each with a 5/8" meter.

System improvements may be required at the developer's expense. A substantially complete set of plans and estimated total domestic and fire demand should be submitted to Greenville Water for review for final capacity determination.

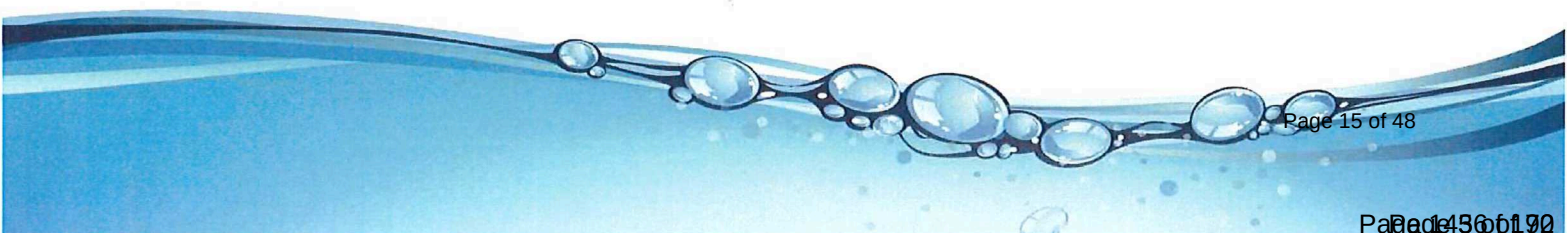
A map of the water mains in the area has been included for your convenience.

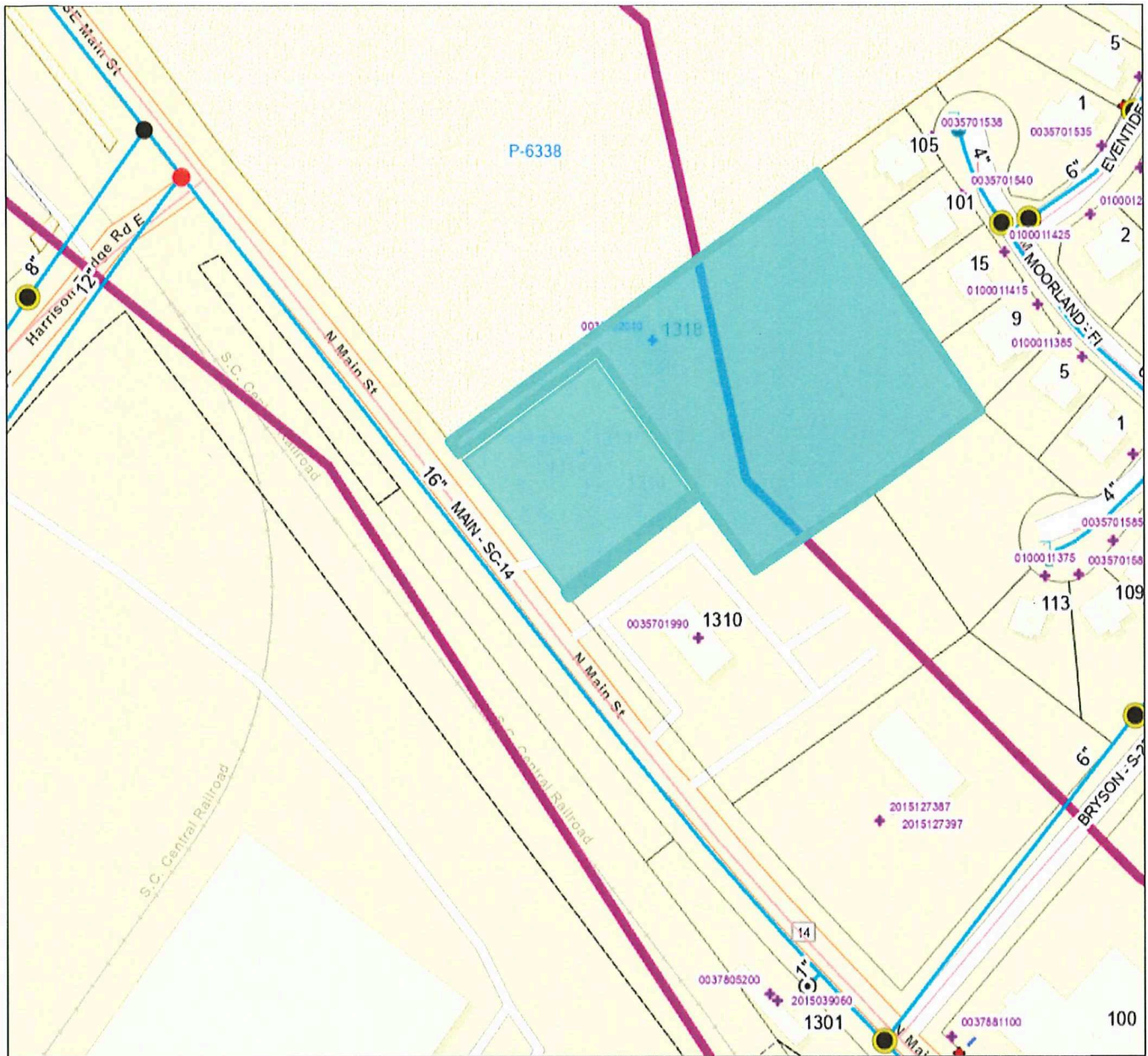
Sincerely,
GREENVILLE WATER



Mark Hattendorf
Director of Engineering

MH/as
Enclosure





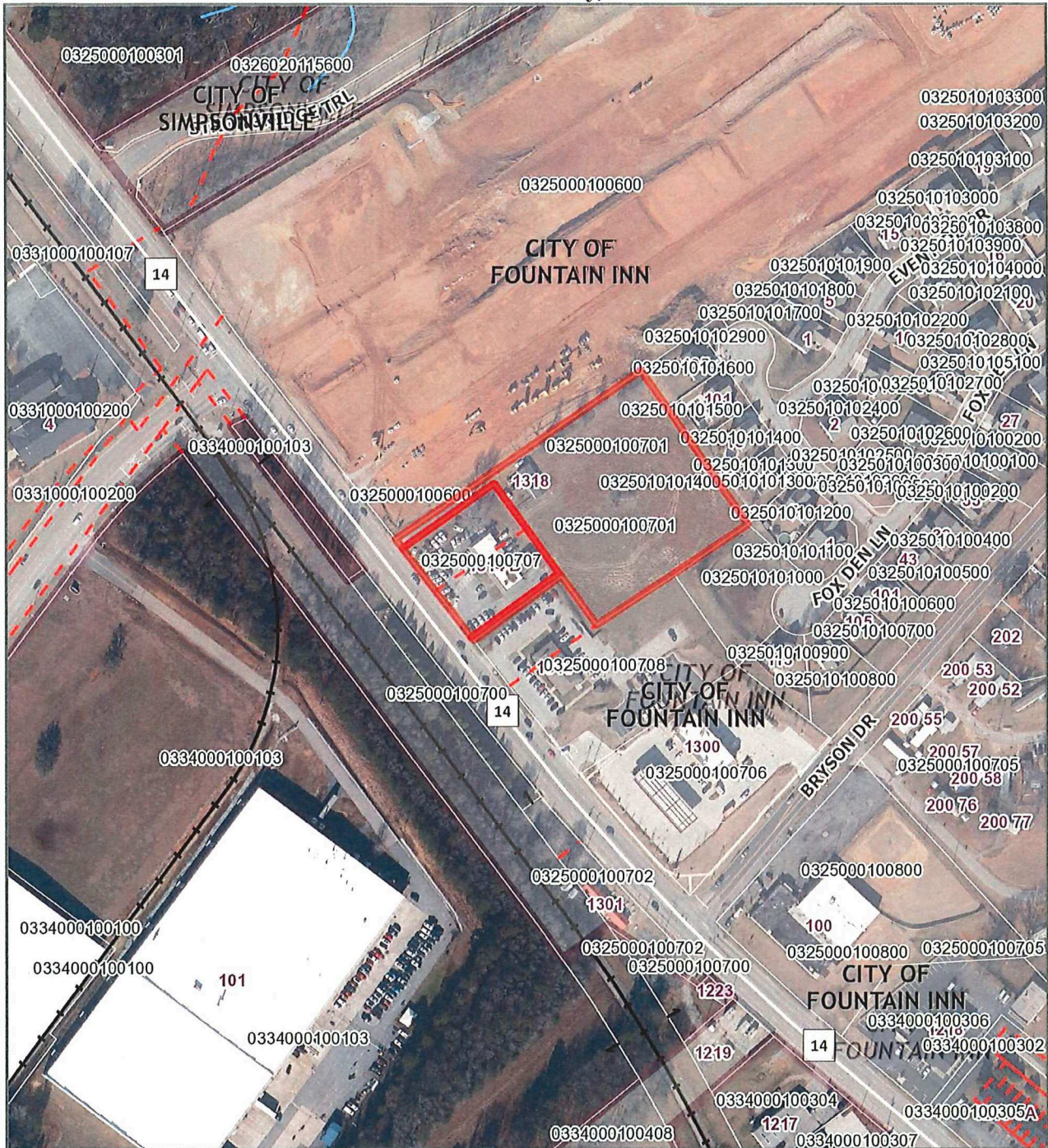
Map Scale: 1:2257 | Map Date: 09/01/2023

Legend

Accounts_Meters No Meter Set No Account Meter Set Butterfly Valves Open Left, CLOSED Open Left, Open Open Right, CLOSED Open Right, Open	Direction Not Known Altitude Valves Air Valves Blow Off Valves Check Valves Flow Control Valves Fireline Valves Open Left Open Right	Direction Not Known Hydrant Valves Open Left Open Right Direction Not Known Gate Valves Open Left, CLOSED Open Left, Open	Open Right, CLOSED Open Right, Open Direction Not Known Pressure Reducing Valves Hydrant Address Point Water Main Private Public	Public (PCCP Material) Public (Previously Private) Road Centerline Greenville City Limit Greenville City Annexation Area Greenville County Boundary GW Service Area Parcel
--	---	--	---	---

This map is a user generated static output from the Greenville Water Web GIS application and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Greenville County, SC



1 Harrison Bridge Crossing LLC
MAIN

2 Harrison Bridge Crossing LLC
MAIN



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. Users of this map are hereby notified aforementioned public primary information sources should be consulted for verification of the information contained in this map. Greenville County assumes no legal responsibility for the information contained in this map.

Map Scale
1 inch = 267 feet
9/1/2023



August 16th , 2023

Sarah Webb
Bluewater Civil Design, LLC
718 Lowndes Hill Rd
Greenville, SC 29607

Re: Stowe Storage N Main St, Fountain Inn (Greenville County)

Ms. Webb:

I received your request regarding Charter/Spectrum being able to service the area for Stowe Storage N Main St, (0325000100701), Fountain Inn, SC. This site is well within of our current service area for high speed internet, cable television and home and cell phone services. The purpose of this letter is to confirm that the Property is within an area that Charter may lawfully serve. However, it is not a commitment to provide service to the Property. Prior to any determination as to whether service can or will be provided to the Property, Charter will conduct a survey of the Property and provide an estimate, if needed. Please keep me updated on the progress for this job. Thank you for your time and we look forward to working with you on this and future projects.

If I can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Shaun Shearer



Shaun Shearer | Business Development Specialist | [864.347.0455](tel:864.347.0455)

Email: shaun.shearer@charter.com

1511 S. Batesville Rd | Greer, SC 29650

Mary Paige

From: Olson, Benjamin G. <OlsonBG@scdot.org>
Sent: Thursday, June 29, 2023 2:06 PM
To: Chrissy Drake; Cisson, Jason S.
Cc: Smith, Joel J.; Paul Harrison; Mary Paige
Subject: RE: STOWE storage - N Main Street, Ft. Inn near Harrison Bridge Road
Attachments: STOWE Storage RIRO Exhibit.pdf

Good Afternoon Chrissy,

As discussed, please see our attached thoughts on utilizing the RIRO for access. Let us know if you have any questions.

Thanks,
Ben

From: Chrissy Drake <cdrake@bluewatercivil.com>
Sent: Monday, June 26, 2023 3:10 PM
To: Cisson, Jason S. <CissonJS@scdot.org>; Wilson, Brandon E. <WilsonBE@scdot.org>; Olson, Benjamin G. <OlsonBG@scdot.org>
Cc: Smith, Joel J. <SmithJJ@scdot.org>; Paul Harrison <paul@bluewatercivil.com>; Mary Paige <mary@bluewatercivil.com>
Subject: RE: STOWE storage - N Main Street, Ft. Inn near Harrison Bridge Road

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Jason,

I believe Paul plans to bring this site up again in our meeting on Thursday. Due to the mitigations for Stoneledge Cottages the taper length for the left turn at the lighted intersection goes beyond the planned entrance location that would be restricted to RI/RO for the proposed storage/retail of this site. The median that would need to be installed in the TWLTL would interfere with the stacking taper length of the left turn (see attached exhibit). We plan to go more in depth on the discussion this Thursday to come up with a solution.

Thanks,

Chrissy L. Drake, PE
Bluewater Civil Design, LLC - Project Manager
5 Century Drive - Suite 230
Greenville, SC 29607

Mailing Address:
718 Lowndes Hill Road
Greenville, SC 29607

Cell: 864-320-8968
Email: cdrake@bluewatercivil.com
Please visit our website at: www.bluewatercivil.com

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Page 19 of 48

From: Cisson, Jason S. <CissonJS@scdot.org>
Sent: Monday, June 26, 2023 3:05 PM
To: Chrissy Drake <cdrake@bluewatercivil.com>; Wilson, Brandon E. <WilsonBE@scdot.org>; Olson, Benjamin G. <OlsonBG@scdot.org>
Cc: Smith, Joel J. <SmithJJ@scdot.org>; Paul Harrison <paul@bluewatercivil.com>; Mary Paige <mary@bluewatercivil.com>
Subject: RE: STOWE storage - N Main Street, Ft. Inn near Harrison Bridge Road

Chrissy,

After reviewing, SCDOT would not be able to offer any more access than the restricted (RIRO) driveway as stated in the most recent bi-monthly meeting. The RIRO driveway would need to be installed per SCDOT standards (Figure A-7.1) with a driveway and road median. Due to the existing DMV driveway, the RIRO would need to be towards the NW corner of the parcel to maximize spacing available. Maintain minimum 30' throat length into the site (parking lot). All existing driveways will need to be removed as part of driveway permit. Thanks.

Jason S. Cisson, MBA

Assistant District Permit Engineer

SCDOT-District 3

T: (864) 241-1010 Ext. 6038

F: (864) 241-1115

Email: cissonjs@scdot.org

From: Chrissy Drake <cdrake@bluewatercivil.com>
Sent: Thursday, June 15, 2023 3:14 PM
To: Wilson, Brandon E. <WilsonBE@scdot.org>; Olson, Benjamin G. <OlsonBG@scdot.org>
Cc: Smith, Joel J. <SmithJJ@scdot.org>; Cisson, Jason S. <CissonJS@scdot.org>; Paul Harrison <paul@bluewatercivil.com>; Mary Paige <mary@bluewatercivil.com>
Subject: STOWE storage - N Main Street, Ft. Inn

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Brandon/Ben,

Hope this email finds you well. After bringing this new site plan to Joel and Jason's attention during our bi-weekly meetings they suggested sending the site plan to you both for review as well. We have a client that is looking to do a mixed use development on TMS parcels 0325000100701 & 0325000100708 that will be self storage and some retail stores. These parcels are nestled between Stoneledge Cottages and the DMV along N Main Street in Fountain Inn. It's looking like the best location for an access would be as close to Stoneledge Cottages as possible, approximately 225' away from the DMV access. With N Main Street being a 45 mph road we would need to apply for a variance for the drive spacing. Joel and Jason both mentioned it would likely be restricted to a RI/RO access only but wanted you guys to have a chance to review and weigh in if there are other options available? Please take some time to review and let us know if you have any further questions.

Thanks,

Chrissy L. Drake, PE

Bluewater Civil Design, LLC - Project Manager
5 Century Drive - Suite 230
Greenville, SC 29607

Mailing Address:
718 Lowndes Hill Road
Greenville, SC 29607

Cell: 864-320-8968
Email: cdrake@bluewatercivil.com
Please visit our website at: www.bluewatercivil.com

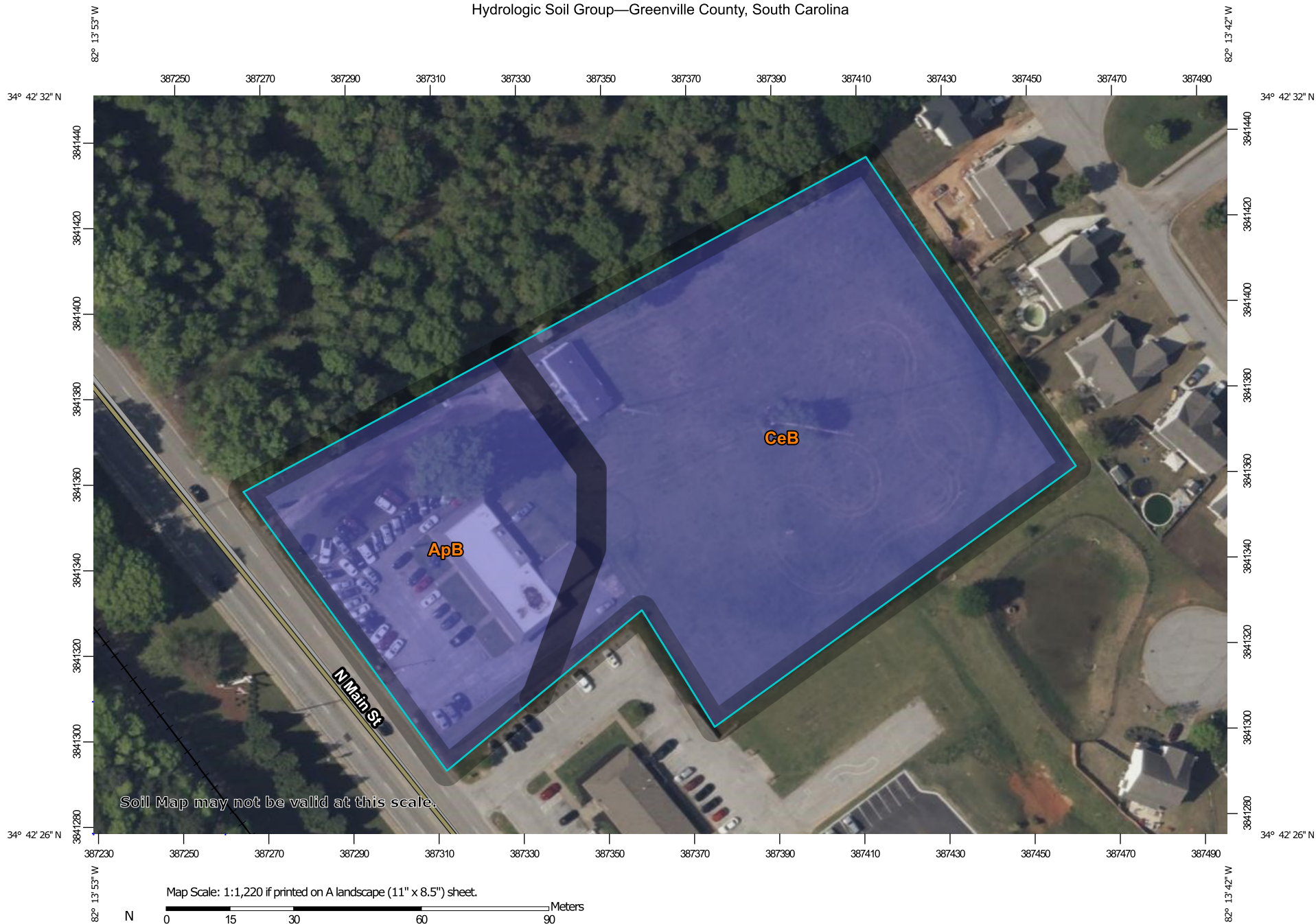
NOTICE: This message is directed to and is for the use of the above-noted addressee only, and its contents may be legally privileged or confidential. If the reader of this message is not the intended recipient, you are hereby notified that any distribution, dissemination, or copy of this message is strictly prohibited. If you have received this message in error, please delete it immediately and notify the sender. This message is not intended to be an electronic signature nor to constitute an agreement of any kind under applicable law unless otherwise expressly indicated hereon.

Bluewater Civil Design, LLC has Professionals Licensed in SC, NC, GA, AL, TN, FL, KY, OH, MD, ID, MT, WA, LA, VA

Appendix B

Soils Map & Report

Hydrologic Soil Group—Greenville County, South Carolina



MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils**Soil Rating Polygons**

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Lines

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Points

-  A
-  A/D
-  B
-  B/D

-  C
-  C/D
-  D
-  Not rated or not available

Water Features
 Streams and Canals
Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Greenville County, South Carolina
Survey Area Data: Version 18, Sep 7, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 19, 2022—Apr 20, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
ApB	Appling sandy loam, 2 to 6 percent slopes	B	1.1	31.8%
CeB	Cecil sandy loam, 2 to 6 percent slopes	B	2.4	68.2%
Totals for Area of Interest			3.5	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Appendix C

Natural Resources Inventory (NRI)

SITE DATA

TAX MAP NO.: 0325000100701 & 0325000100702

SITE AREA: ±3.49 AC

EXISTING ZONING: C-2

PROPOSED ZONING: FRD

SETBACKS:
N MAIN ST: 30'

EXTERIOR: 12.5'

SITE IS LOCATED WITHIN FEMA PANEL 45045C0503E EFF. 8/18/2014 AND IS NOT LOCATED WITHIN A FLOODPLAIN.

DEVELOPER

COMPANY: CENTURY DEVELOPMENT PARTNERS, LLC

ADDRESS: 5 CENTURY DRIVE, SUITE 240
GREENVILLE, SC 29607

PHONE: 630-301-1536

CONTACT: ALEX DMYTERKO

EMAIL: ALEX@STREAMSDEV.COM

CIVIL ENGINEER

COMPANY: BLUEWATER CIVIL DESIGN, LLC

ADDRESS: 718 LOWMEDES HILL ROAD
GREENVILLE, SC 29607

PHONE: 864-326-4202

CONTACT: PAUL HARRISON, P.E.

EMAIL: PAUL@BLUEWATERCIVIL.COM

SURVEYOR

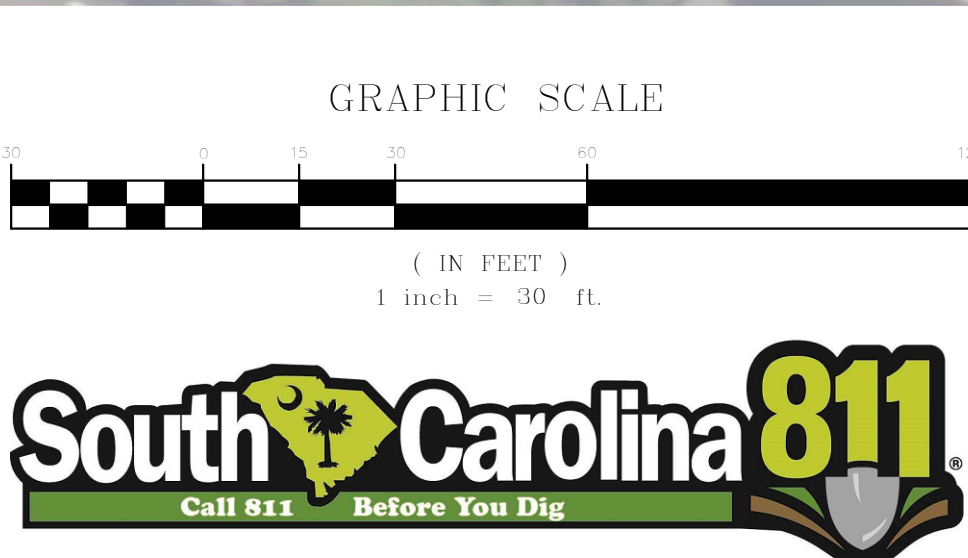
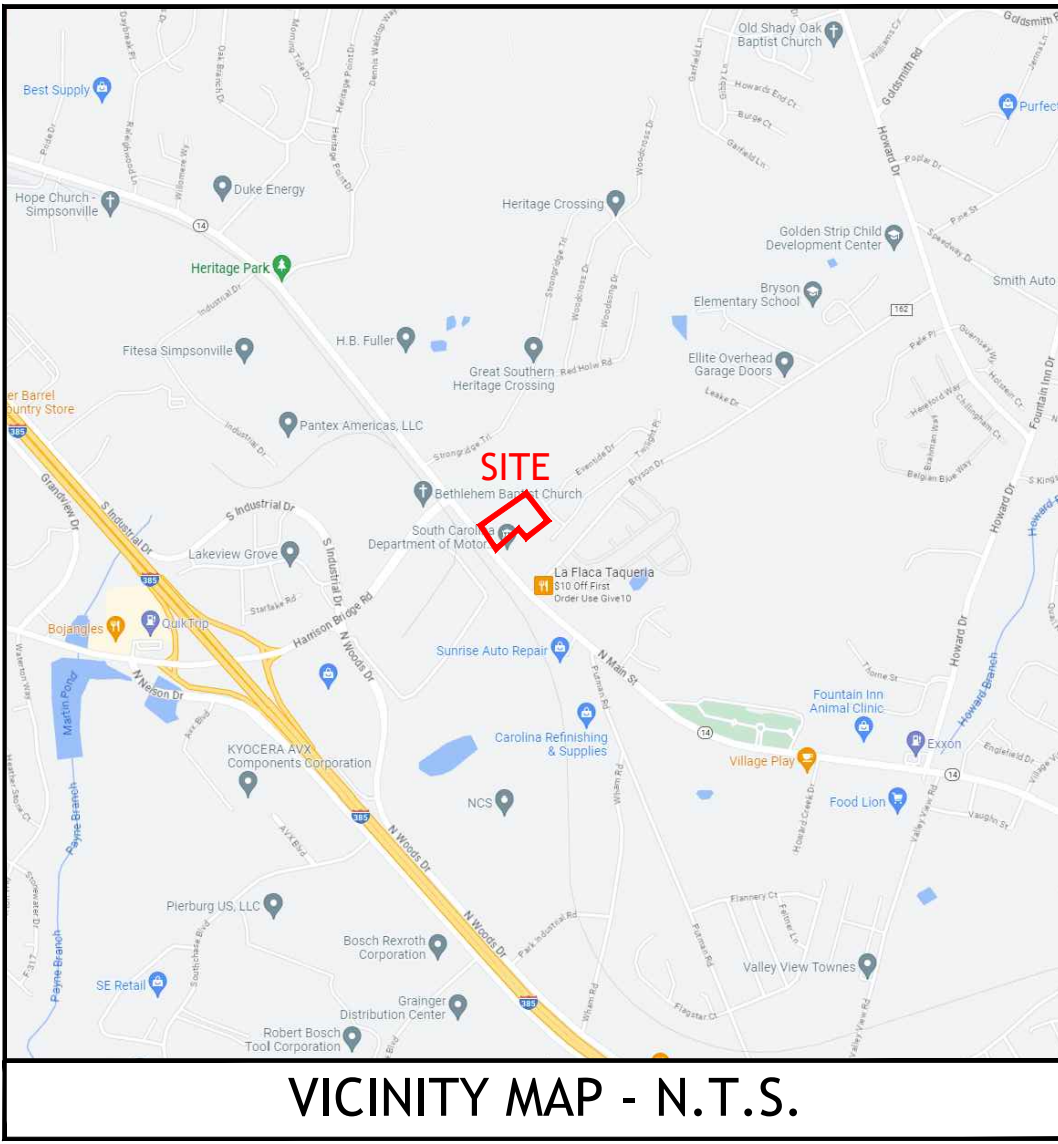
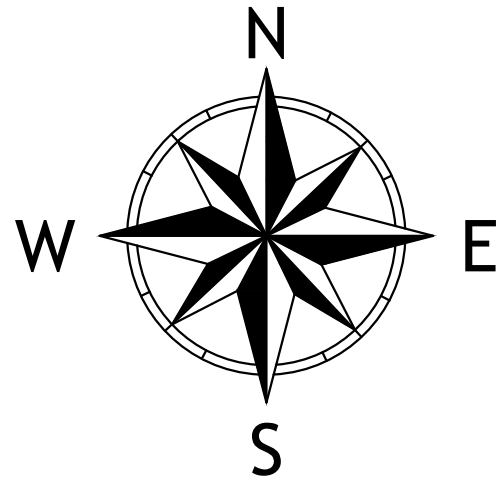
COMPANY: MSP & ASSOCIATES LAND SURVEYORS

ADDRESS: 301 E. HILLCREST DRIVE
GREENVILLE, SC 29609

PHONE: 864-370-2232

CONTACT: MICHAEL S. PERDUE, PLS

EMAIL: MPERDUE@MSPSURVEYING.COM



Project Number: 2023-043

DWG Name: STOWE Storage PDP-1.dwg

Drawing Scale: AS NOTED

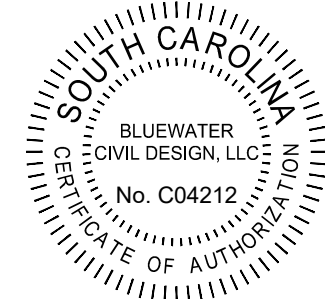
Date of Project: 02/2024

Engineer of Record:

Paul J. Harrison, P.E.
South Carolina P.E.# 24224
North Carolina P.E.# 03371

bluewater
civil design
bluewater civil design, llc
718 Lowmedes Hill Road • Greenville, SC 29607
www.bluewatercivil.com • info@bluewatercivil.com

Certificates of Authorization:
SC C04212 - GA PEF005865
NC P0868 - AL CA4065E



STOWE Storage Facility
Storage & Commercial Retail
N Main St
City of Fountain Inn, SC

PLAN REVISION	ISSUE DATE	ISSUE COMMENT
A	02/08/2024	Issued for Review

NATURAL
RESOURCES
INVENTORY

NRI-1
Page 28 of 48

Appendix D

Preliminary Development Plan (PDP)

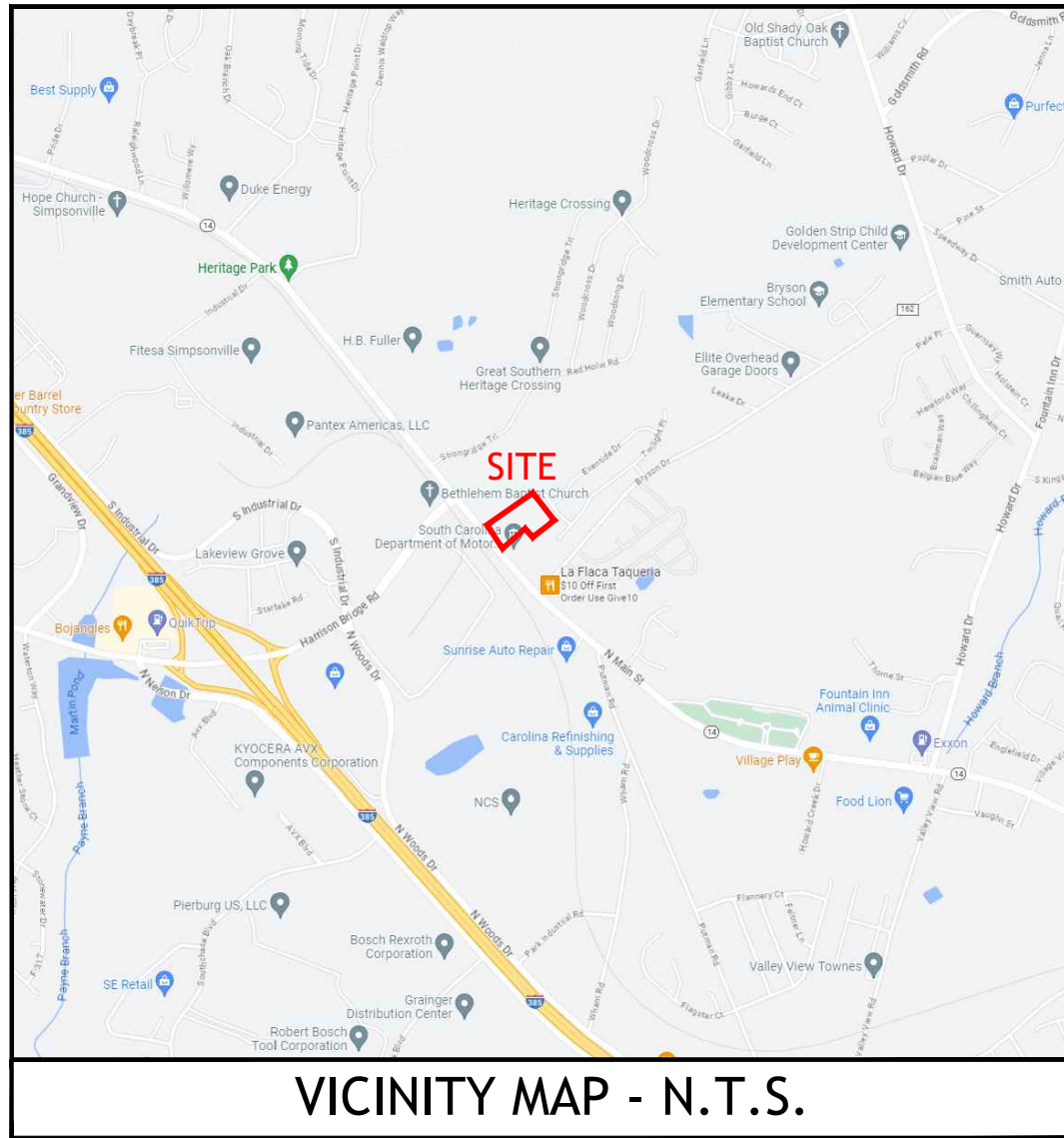
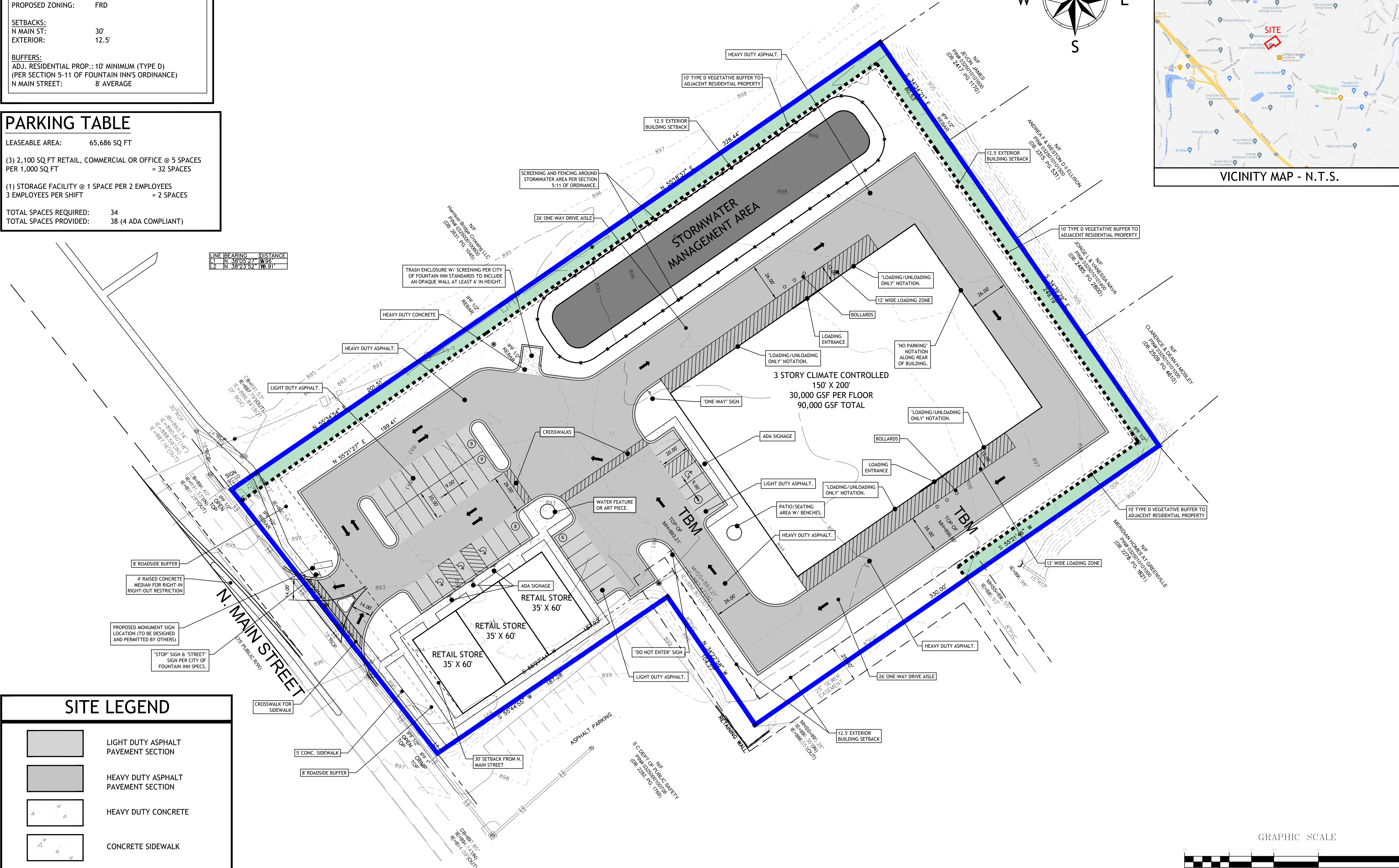
SITE DATA	
TAX MAP NO.:	0325000100701 & 0325000100702
SITE AREA:	±3.49 AC
EXISTING ZONING:	C-2
PROPOSED ZONING:	FRD
SETBACKS:	
N MAIN ST:	30'
EXTERIOR:	12.5'
BUFFERS:	
ADJ. RESIDENTIAL PROP.:	10' MINIMUM (TYPE D)
(PER SECTION 5-11 OF FOUNTAIN INN'S ORDINANCE)	
N MAIN STREET:	8' AVERAGE

PARKING TABLE	
LEASEABLE AREA:	65,686 SQ. FT.
(3) 2,100 SQ. FT. RETAIL, COMMERCIAL OR OFFICE @ 5 SPACES PER 1,000 SQ. FT.	= 32 SPACES
(1) STORAGE FACILITY @ 1 SPACE PER 2 EMPLOYEES 3 EMPLOYEES PER SHIFT	= 2 SPACES
TOTAL SPACES REQUIRED:	34
TOTAL SPACES PROVIDED:	38 (4 ADA COMPLIANT)

DEVELOPER	
COMPANY:	CENTURY DEVELOPMENT PARTNERS, LLC
ADDRESS:	5 CENTURY DRIVE, SUITE 240 GREENVILLE, SC 29607
PHONE:	630-301-1536
CONTACT:	ALEX DMYTERKO
EMAIL:	ALEX@STREAMSDEV.COM

CIVIL ENGINEER	
COMPANY:	BLUEWATER CIVIL DESIGN, LLC
ADDRESS:	718 LOWMEDES HILL ROAD GREENVILLE, SC 29607
PHONE:	864-326-4202
CONTACT:	PAUL HARRISON, P.E.
EMAIL:	PAUL@BLUEWATERCIVIL.COM

SURVEYOR	
COMPANY:	MSP & ASSOCIATES LAND SURVEYORS
ADDRESS:	301 E. HILLCREST DRIVE GREENVILLE, SC 29609
PHONE:	864-370-2232
CONTACT:	MICHAEL S. PERDUE, PLS
EMAIL:	MPERDUE@MSPSURVEYING.COM



SITE LEGEND	
	LIGHT DUTY ASPHALT PAVEMENT SECTION
	HEAVY DUTY ASPHALT PAVEMENT SECTION
	HEAVY DUTY CONCRETE
	CONCRETE SIDEWALK
	PROPERTY LINE/R.O.W.
	PROPOSED BUILDING SETBACK LINE
	PROPOSED E.O.P./CURB LINE
	EXISTING E.O.P.
	PROPOSED C/L ROAD

Project Number: 2023-043

DWG Name: STOWE Storage PDP-1.dwg

Drawing Scale: AS NOTED

Date of Project: 02/2024

Engineer of Record:

Paul J. Harrison, P.E.
South Carolina P.E. #2424
North Carolina P.E. #38371

bluewater
civil design

bluewater civil design, llc
718 Lowmedes Hill Road • Greenville, SC 29607
www.bluewatercivil.com • info@bluewatercivil.com

Certificates of Authorization:
SC C04212 - GA PEF005865
NC P0868 - AL CA4065E

STOWE Storage Facility
Storage & Commercial Retail
N Main St
City of Fountain Inn, SC

PLAN REVISION	ISSUE DATE	ISSUE COMMENT
A	02/08/2024	Issued for Review

PRELIMINARY
DEVELOPMENT PLAN

PDP-1
Page 30 of 48

Appendix E

Landscaping Plan (LS-1)

TAX MAP NO.:	0325000100701 & 0325000100707
SITE AREA:	±3.49 AC
EXISTING ZONING:	C-2
PROPOSED ZONING:	FRD
<u>SETBACKS:</u>	
N MAIN ST:	30'
EXTERIOR:	12.5'
<u>BUFFERS:</u>	
ADJ. RESIDENTIAL PROP.: 10' MINIMUM (TYPE D)	
(PER SECTION 5-11 OF FOUNTAIN INN'S ORDINANCE)	
N MAIN STREET:	8' AVERAGE

DEVELOPER

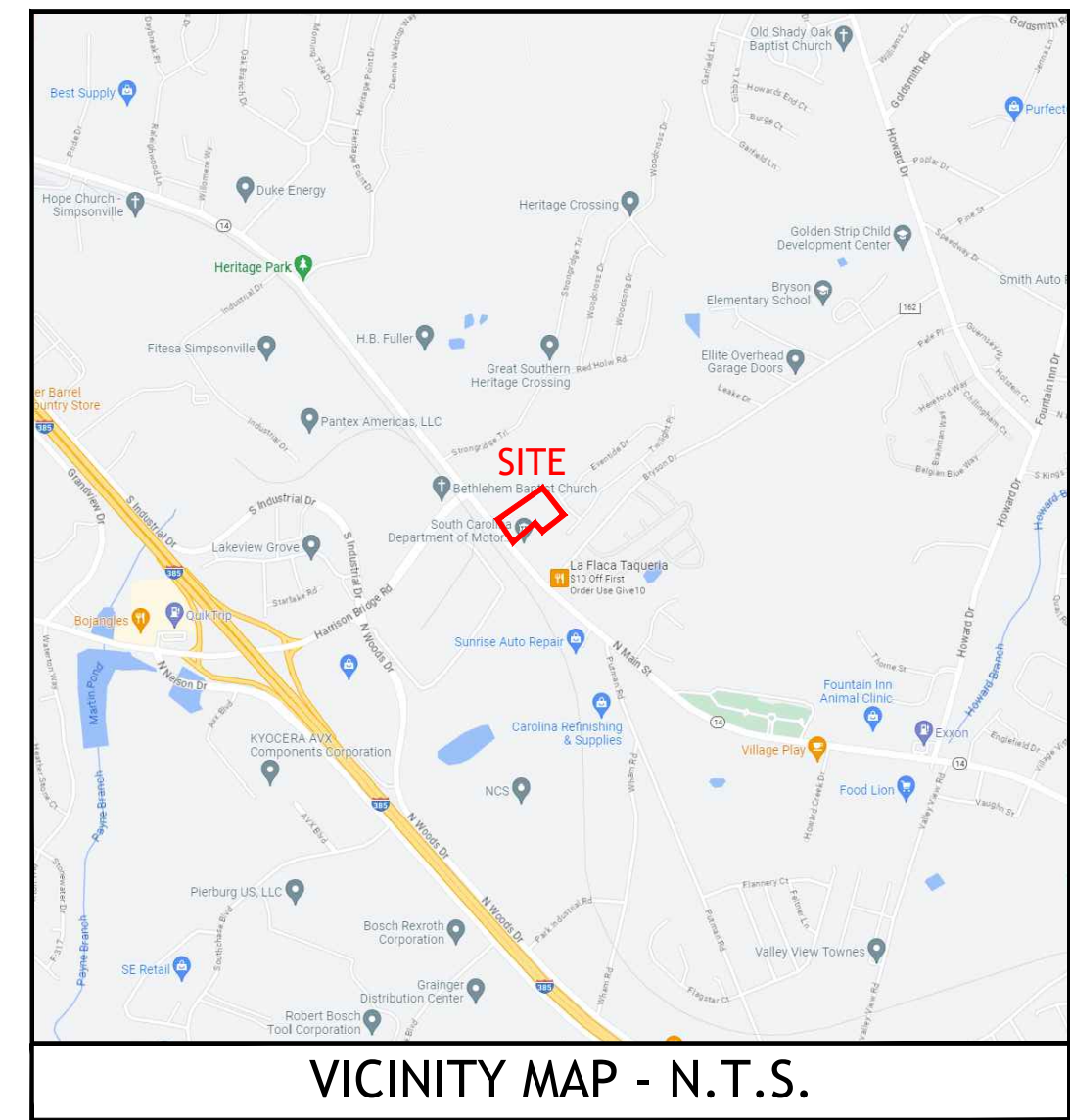
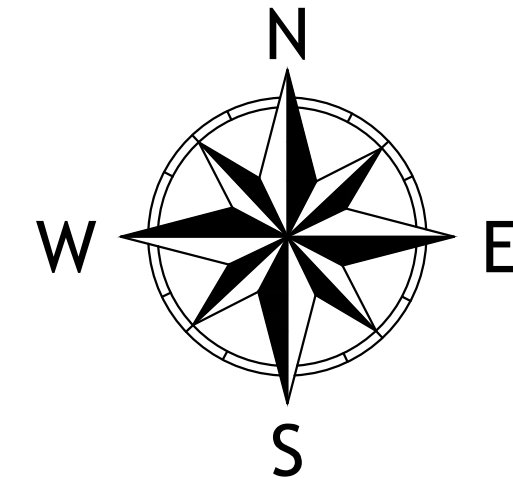
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PHONE: 630-301-1536
CONTACT: ALEX DMYTERKO
EMAIL: ALEX@STREAMSDEV.COM

CIVIL ENGINEER

COMPANY: BLUEWATER CIVIL DESIGN, LLC
ADDRESS: 718 LOWNDES HILL ROAD
GREENVILLE, SC 29607
PHONE: 864-326-4202
CONTACT: PAUL HARRISON, P.E.
EMAIL: PAUL@BLUEWATERCIVIL.COM

SURVEYOR

COMPANY: MSP & ASSOCIATES LAND SURVEYORS
ADDRESS: 301 E. HILLCREST DRIVE
GREENVILLE, SC 29609
PHONE: 864-370-2232
CONTACT: MICHAEL S. PERDUE, PLS
EMAIL: MPPERDUE@MSPSURVEYING.COM



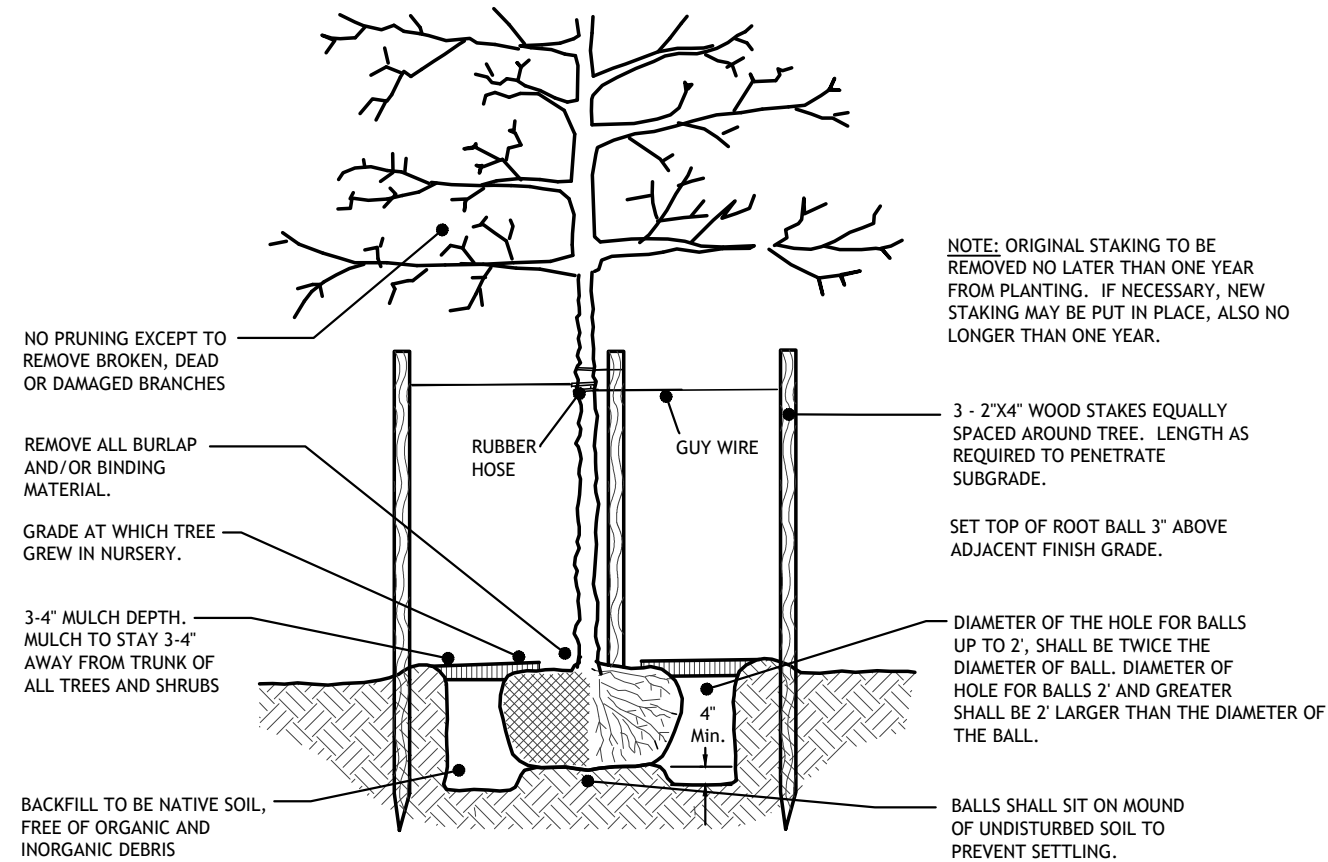
Project Number: 2023-043
DWG Name: STOWE Storage POP-1.dwg
Drawing Scale: as noted
Date of Project: 02/2024
Engineer of Record:
Paul J. Harrison, P.E.
South Carolina Reg. #024
North Carolina Reg. 03371
bluewater civil
bluewater civil design, llc
718 Lowmides Hill Road • Greenville, SC 29607
Certificates of Authorization:
SC C04212 - GA PEF005865
NC P06868 - AL CA4065E



STOWE Storage Facility
Storage & Commercial Retail
N Main St
City of Fountain Inn, SC

[illegible]

LANDSCAPE PLAN

LS-1
Page 32 of 48

TREE PLANTING DETAIL
NTS

NOTE: ORIGINAL STAKING TO BE REMOVED NO LATER THAN ONE YEAR FROM PLANTING. IF NECESSARY, NEW STAKING MAY BE PUT IN PLACE, ALSO NO LONGER THAN ONE YEAR.

3 - 2"x4" WOOD STAKES EQUALLY
SPACED AROUND TREE. LENGTH AS
REQUIRED TO PENETRATE
SUBGRADE.

SET TOP OF ROOT BALL 3" ABOVE
ADJACENT FINISH GRADE.

DIAMETER OF THE HOLE FOR BALLS UP TO 2', SHALL BE TWICE THE DIAMETER OF BALL. DIAMETER OF HOLE FOR BALLS 2' AND GREATER SHALL BE 2' LARGER THAN THE DIAMETER OF THE BALL.

BALLS SHALL SIT ON MOUND
OF UNDISTURBED SOIL TO
PREVENT SETTLING.

OPAQUE 6-FOOT WALL, FENCE, BERM, EVERGREEN SCREENING PLANT MATERIAL OR A COMBINATION THEREOF SHALL BE PROVIDED, PER SECTION 5:9.8.3 OF THE ORDINANCE.. WHERE OHP INTERFERES, UNDERSTORY TREES AND/OR SHRUBS WILL BE USED TO MEET SCREENING REQUIREMENTS.

N/F
Harrison Bridge Crossing LLC
PIN# 0325000100600
(DB. 2631, PG. 1045)

10' TYPE "D" BUFFER TO CONSIST OF 1 LARGE CANOPY TREE PER 500 SF (20), 1 DECIDUOUS UNDERSTORY TREE PER 500 SF (20), & 1 SHRUB PER 225 SF (45).

INTERIOR PLANTINGS FOR PARKING AREAS
TO BE PROVIDED ON THE ISLANDS & AT
THE END OF PARKING BAYS PER SECTION
5:9.10.3 OF THE ORDINANCE.

CB=891.53'
IE=887.79'(OUT)
IE=886.84'(BOT
OF BOX)

8' ROADSIDE BUFFER TO CONTAIN 1 MEDIUM OR LARGE TREE EVERY 40 LF OF ROAD FRONTAGE (6 TREES) WITH SHRUBS SPACES TO PROVIDE A CONTINUOUS EVERGREEN SCREEN WITHIN 3 YEARS OF INSTALLATION, PER SECTION 5:9.10.2 OF THE ORDINANCE.

CONTRACTOR TO MAINTAIN
SIGHT DISTANCE LINES WHEN
PLANTING ALONG N MAIN STREET

8' ROADSIDE BUFFER TO CONTAIN 1 MEDIUM OR LARGE TREE EVERY 40 LF OF ROAD FRONTAGE (6 TREES) WITH SHRUBS SPACES TO PROVIDE A CONTINUOUS EVERGREEN SCREEN WITHIN 3 YEARS OF INSTALLATION, PER SECTION 5:9.10.2 OF THE ORDINANCE.

INTERIOR PLANTINGS FOR PARKING AREAS
TO BE PROVIDED ON THE ISLANDS & AT
THE END OF PARKING BAYS PER SECTION
5:9.10.3 OF THE ORDINANCE.

S C DEPT OF PUBLIC SAFETY
PIN# 0325000100708
(DB. 2282, PG. 1789)

10' TYPE "D" BUFFER TO CONSIST OF
1 LARGE CANOPY TREE PER 500 SF, 1
DECIDUOUS UNDERSTORY TREE PER
500 SF, & 1 SHRUB PER 225 SF.

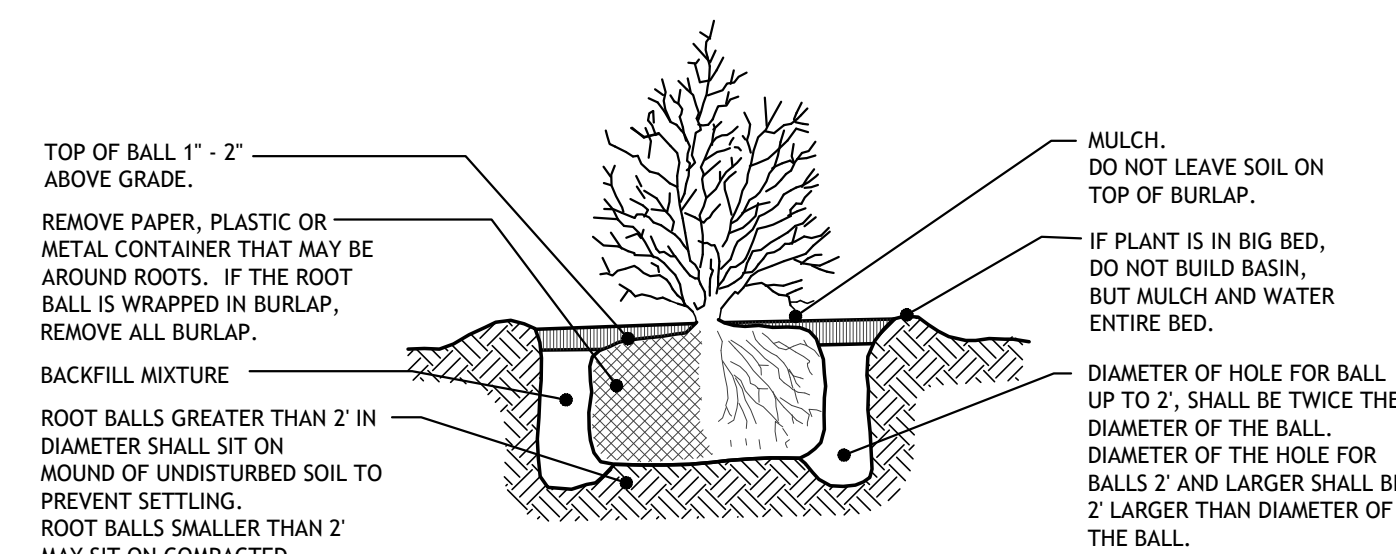
JORGE L & VANESSA NAVA
NIF
PIN# 0325010101400
(DB. 2485, PG. 2800)

OPAQUE 6-FOOT WALL, FENCE, BERM, EVERGREEN SCREENING PLANT MATERIAL OR A COMBINATION THEREOF SHALL BE PROVIDED, PER SECTION 5:9.8.3 OF THE ORDINANCE.

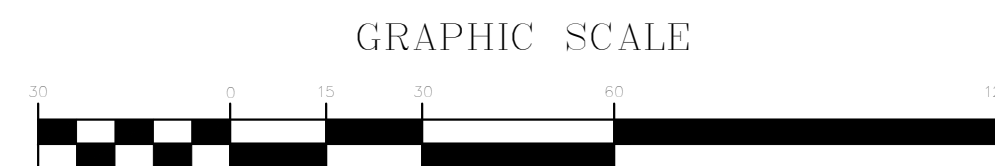
CLARENCE & DEAN H MOSLEY
NIF
PIN# 0325010101000
(DB. 2509, PG. 4610)

OPAQUE 6-FOOT WALL, FENCE, BERM, EVERGREEN SCREENING PLANT MATERIAL OR A COMBINATION THEREOF SHALL BE PROVIDED, PER SECTION 5:9.8.3 OF THE ORDINANCE.

10' TYPE "D" BUFFER TO CONSIST OF 1 LARGE CANOPY TREE PER 500 SF (20), 1 DECIDUOUS UNDERSTORY TREE PER 500 SF (20), & 1 SHRUB PER 225 SF (45).



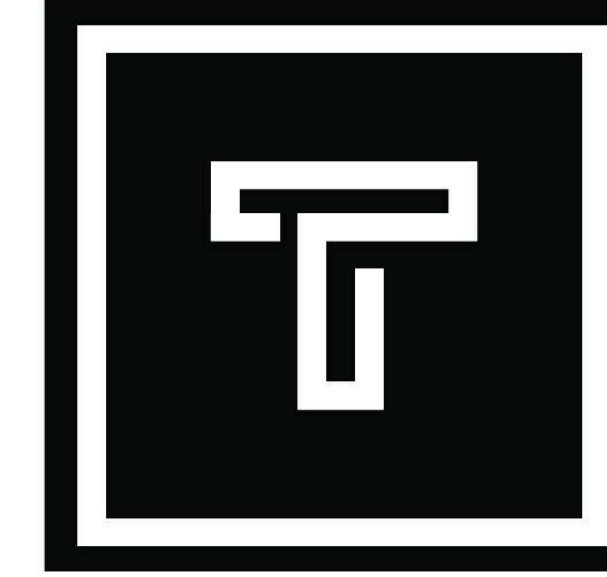
SHRUB PLANTING DETAIL

The logo for South Carolina 811. It features the words "South Carolina" in a large, bold, black font with a white outline. The word "South" is on the left, "Carolina" is in the middle, and "811" is on the right in a large, bold, black font with a white outline. A green silhouette of the state of South Carolina is positioned between "South" and "Carolina", containing a white palmetto tree. Below the text, there is a green horizontal bar with the text "Call 811 Before You Dig" in white. To the right of the bar is a green shovel icon.

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Appendix F

Building Elevations and Example Sign Package for Retail Stores



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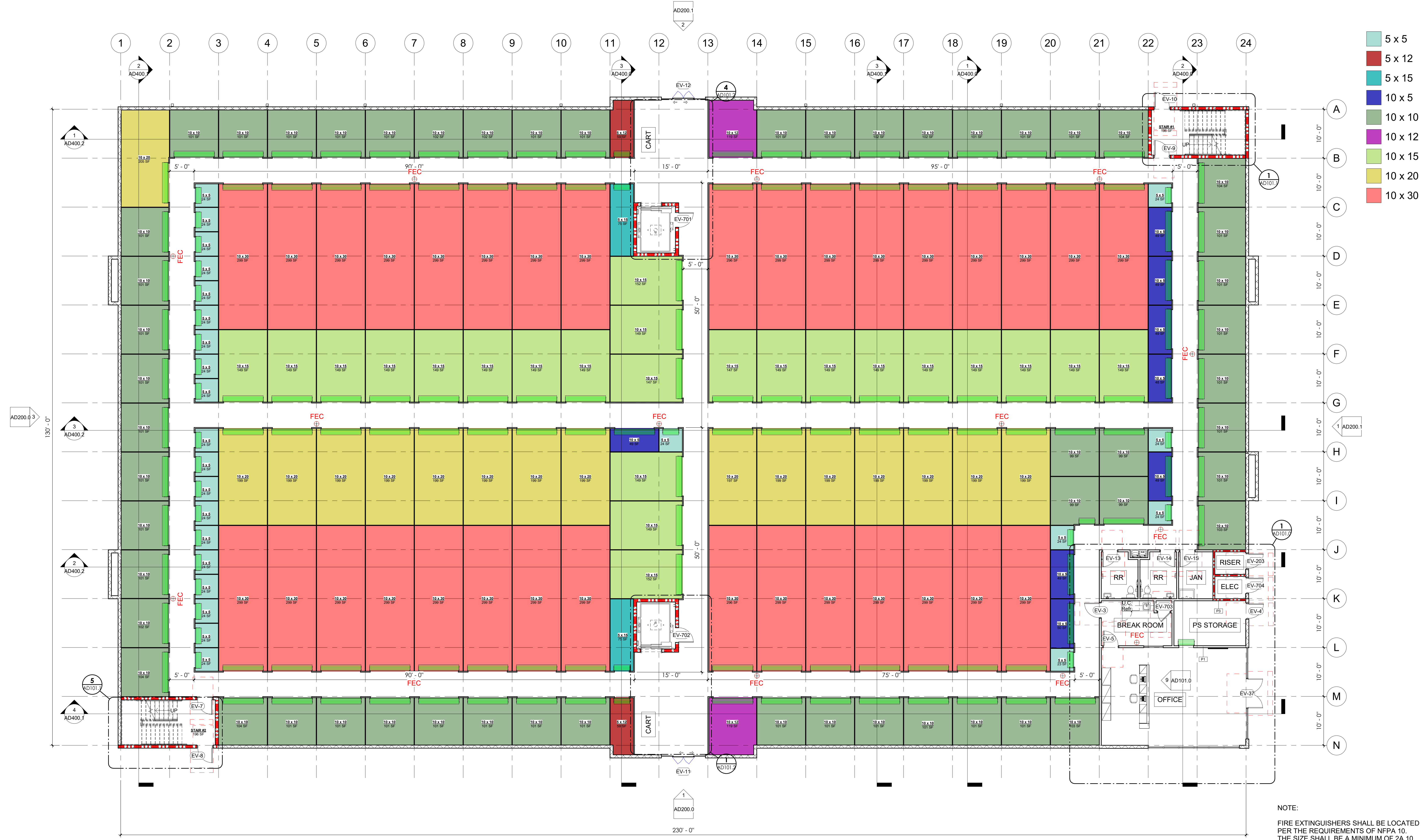


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Streams Development
North Main Street
Greenville County - Fountain Inn, SC
Commission Number:
2023-31
Issue Date:
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Revisions:

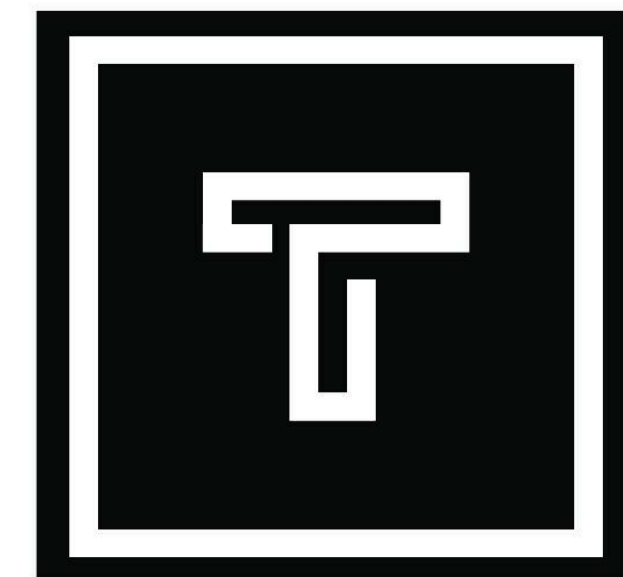
Architectural-
First Floor Plan

1st Unit Mix Schedule				
Count	Name	Rent As	%	Yield
25	5 x 5	625	15%	2.06%
2	5 x 12	120	1%	0.39%
2	5 x 15	150	1%	0.49%
8	10 x 5	400	5%	1.32%
54	10 x 10	5400	33%	17.77%
2	10 x 12	240	1%	0.79%
23	10 x 15	3450	14%	11.36%
16	10 x 20	3200	10%	10.53%
32	10 x 30	9600	20%	31.60%
164		23185	100%	76.31%

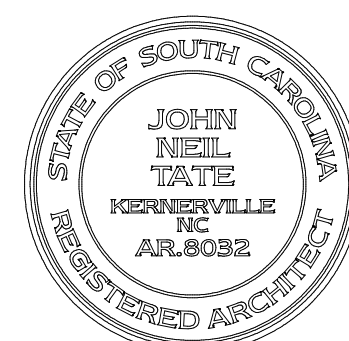


NOTE:
FIRE EXTINGUISHERS SHALL BE LOCATED PER THE REQUIREMENTS OF NFPA 10. THE SIZE SHALL BE A MINIMUM OF 2A 10 BC AND MOUNTED AT A MAXIMUM OF 48" ABOVE THE FINISHED FLOOR TO THE TOP OF THE HANDLE. (2018 NFPA 10.6.1)

2nd Unit Mix Schedule				
Count	Name	Rent As	%	Yield
20	5 x 5	500	9%	1.65%
20	5 x 10	1000	9%	3.29%
2	5 x 15	150	1%	0.49%
14	10 x 5	700	7%	2.30%
1	10 x 7.5	75	0%	0.25%
68	10 x 10	6800	32%	22.38%
70	10 x 15	10500	33%	34.56%
19	10 x 20	3800	9%	12.51%
214		23525	100%	77.43%



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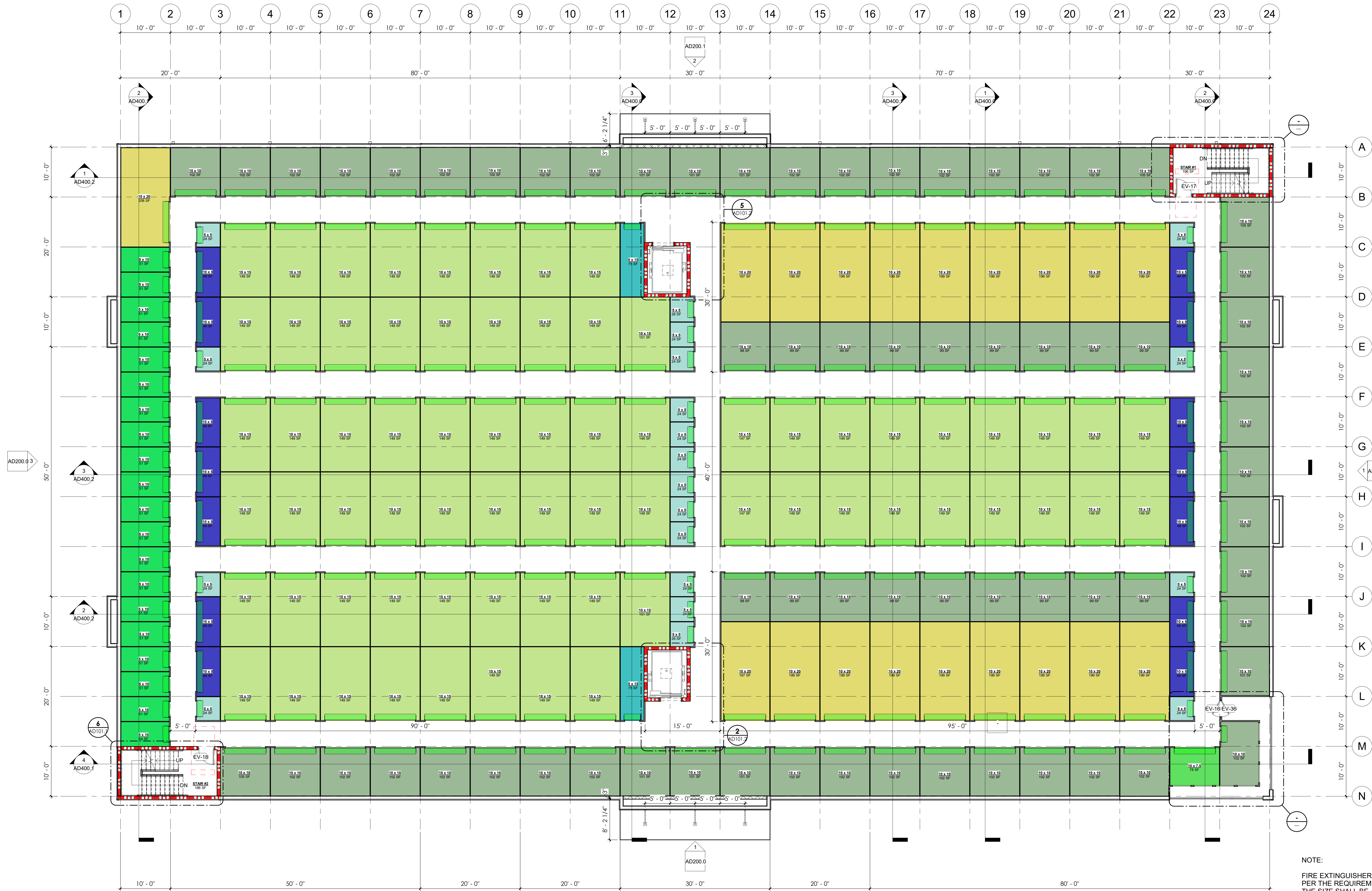
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Architectural-
Second Floor Plan



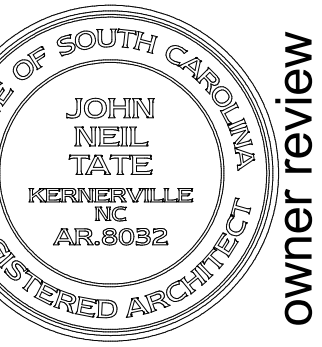
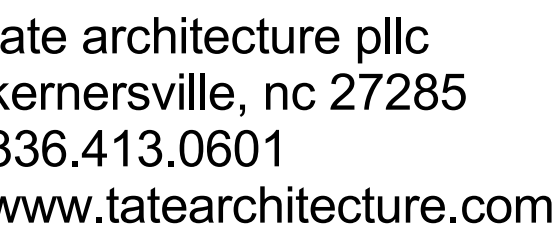
NOTE:
FIRE EXTINGUISHERS SHALL BE LOCATED
PER THE REQUIREMENTS OF NFPA 10.
THE SIZE SHALL BE A MINIMUM OF 2A 10
BC AND MOUNTED AT A MAXIMUM OF 48"
ABOVE THE FINISHED FLOOR TO THE TOP
OF THE HANDLE. (2018 NFPA 10.6.1)

AD100.2.1 - Second Floor Plan (30,381 SF)

1/8" = 1'-0"



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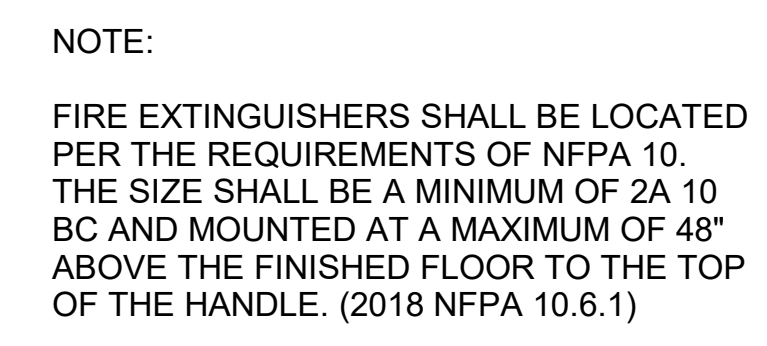
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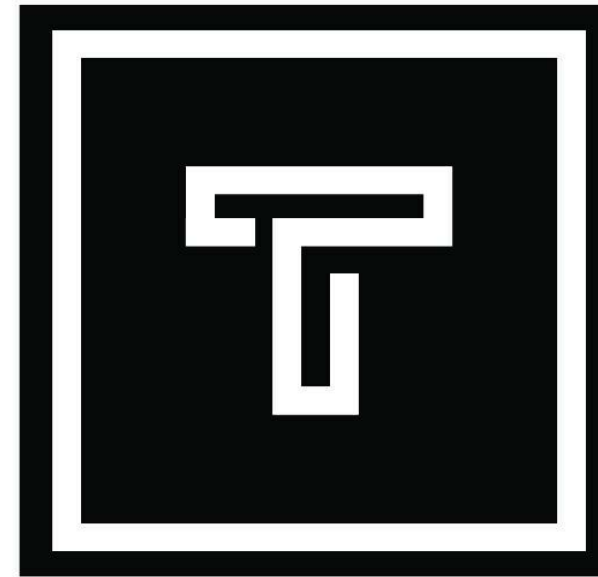
Third Floor Plan

AD100.3 Page 36 of 48

Sheet No. _____ Patent 667,619


$$1/8" = 1'-0"$$

AD100.3 Page 36 of 48



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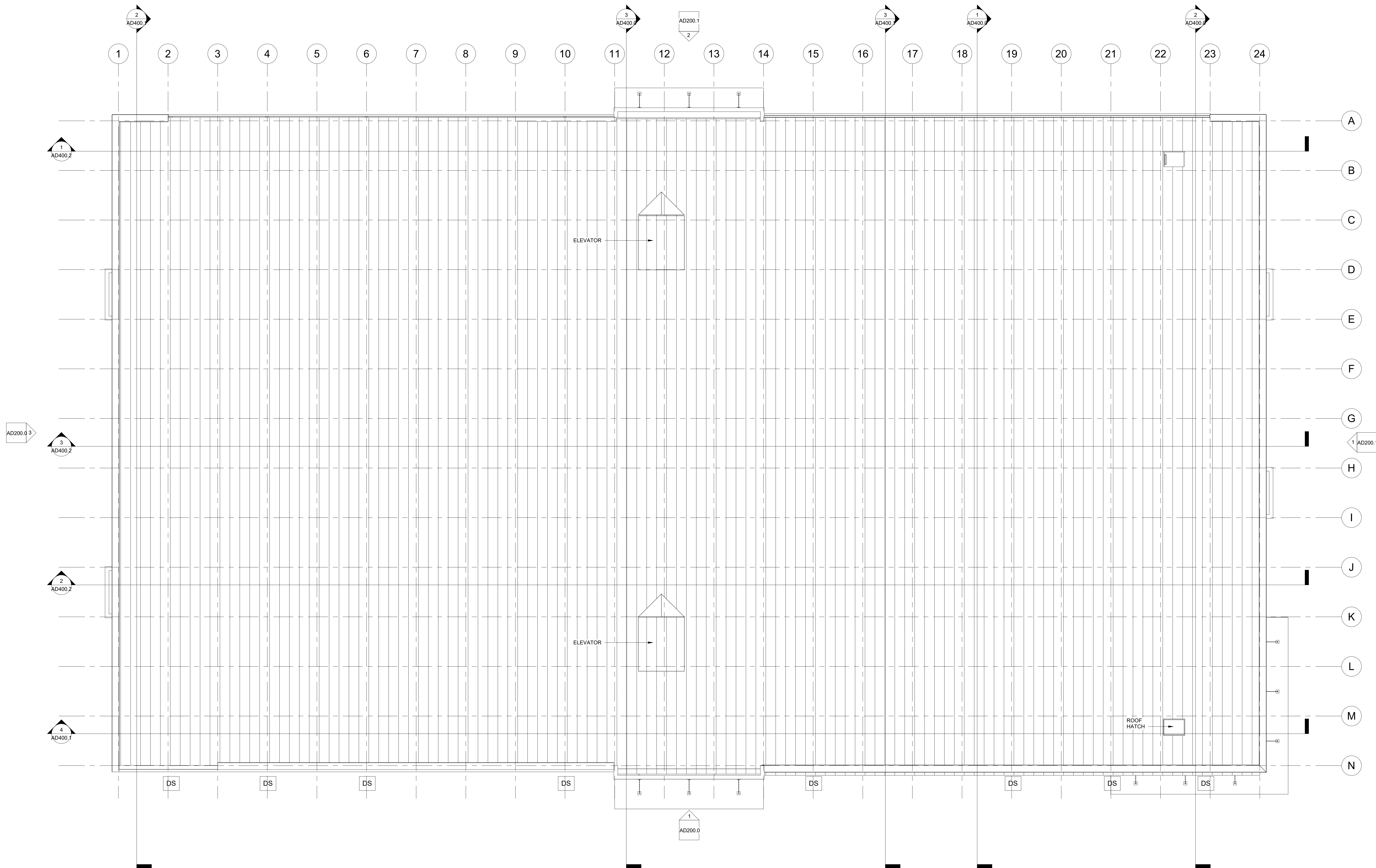
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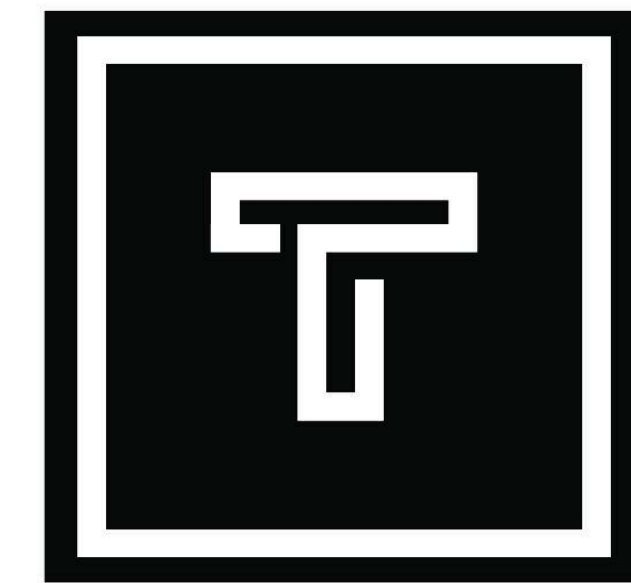
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Revisions:

Architectural-
Roof Plan

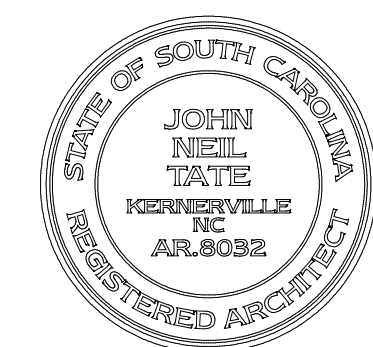
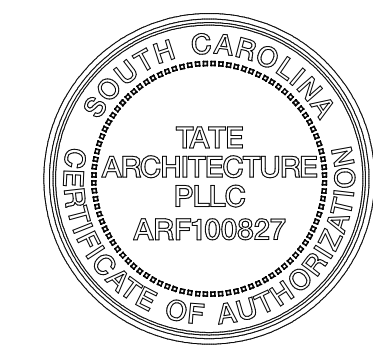
AD100.4
Sheet No. Page 65 of 90



AD100.4.1 - Roof Plan
1/8" = 1'-0"



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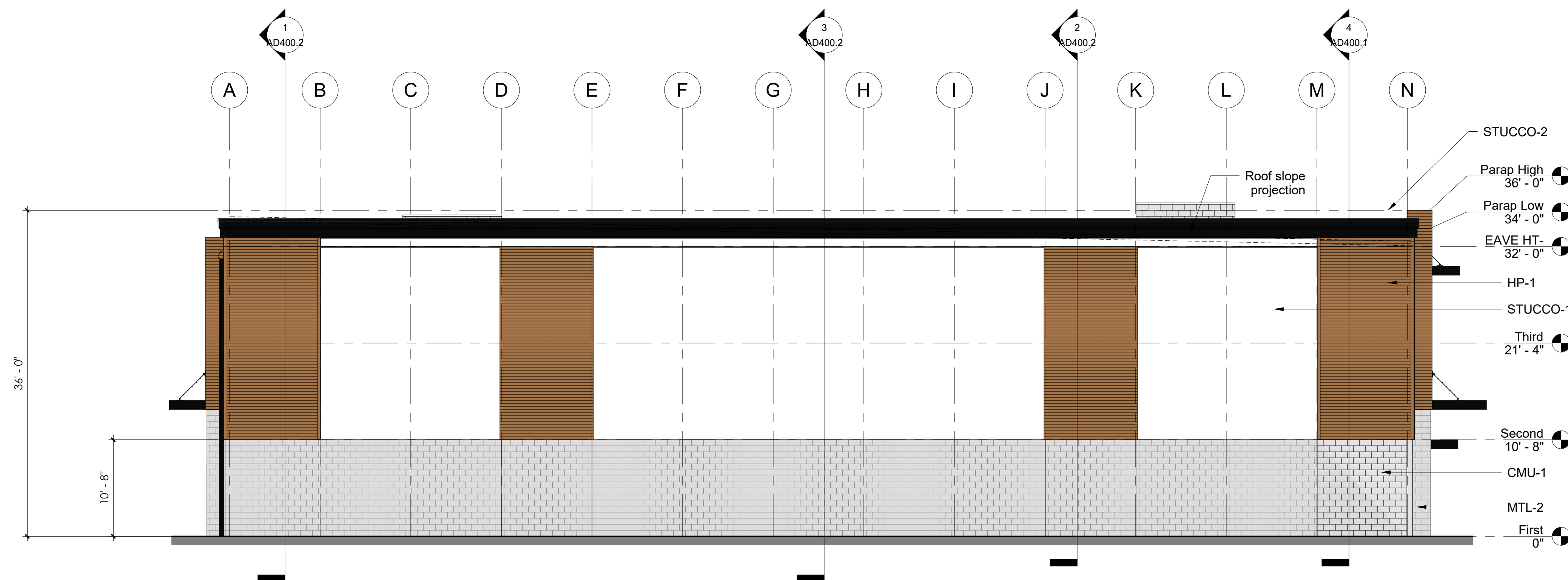
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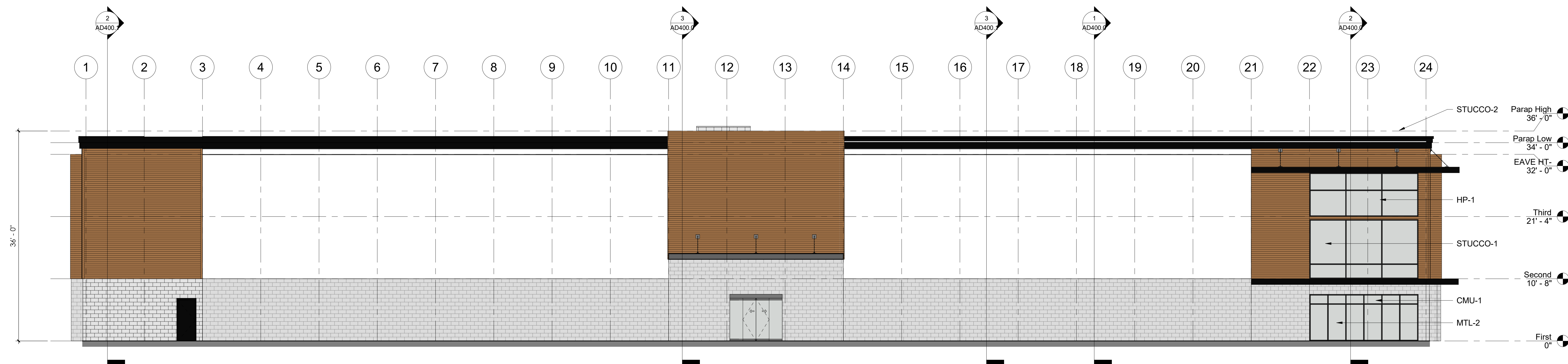
Architectural-
Exterior Elevations

MATERIALS LEGEND			
	CMU-1 ARCHITECTURAL MASONRY MFR: JOHNSON CONCRETE COLOR: LOXON XP-FLAT - COLOR MATCH LIGHT GRAY FINISH: SPLITFACE		MTL-1 OVERHEAD INTERIOR DISPLAY DOORS MFR: JANUS INTERNATIONAL COLOR: ORANGE
	STUCCO-1 SYNTHETIC STUCCO FIELD COLOR MFR: DRYVIT COLOR: 523 Gray Mist RGB 223 222 209 FINISH: SAND PEBBLE		MTL-2 MISCELLANEOUS METALS (PARAPET COPING, GUTTER / D.S. HM EXT. DOORS, ETC) COLOR: SLATE GRAY
	STUCCO-3 SYNTHETIC STUCCO ACCENT COLOR MFR: DRYVIT COLOR: TWILIGHT GRAY (#627A) FINISH: MATCH MTL-1		MTL-3 WINDOW/DOOR FRAMES, GLASS MFR: YKK COLOR: MATCH MTL-2
	MP-1 DESIGN WALL METAL PANEL MFR: ATAS COLOR: CEDAR WOODLAND SERIES		SF-1 STORE-FRONT MFR: YKK GLASS: CLEAR



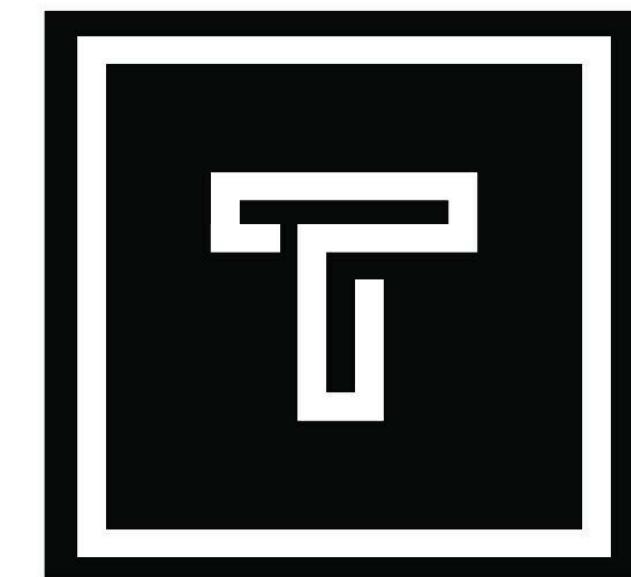
AD200.0.3 - NORTH ELEVATION

1/8" = 1'-0"

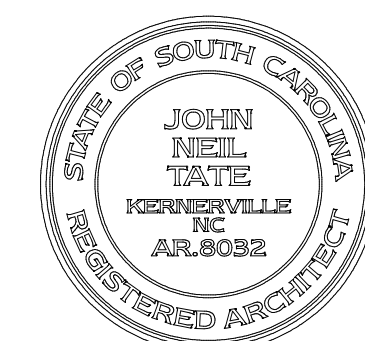


AD200.0.1 - WEST ELEVATION

1/8" = 1'-0"



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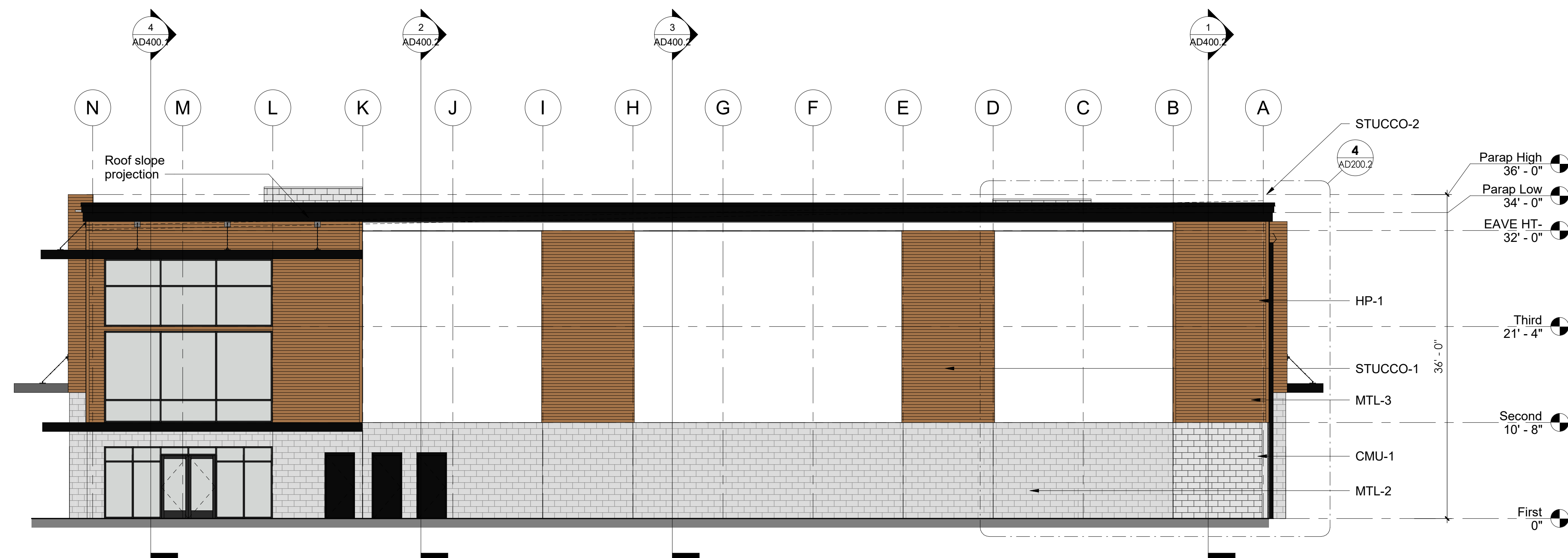
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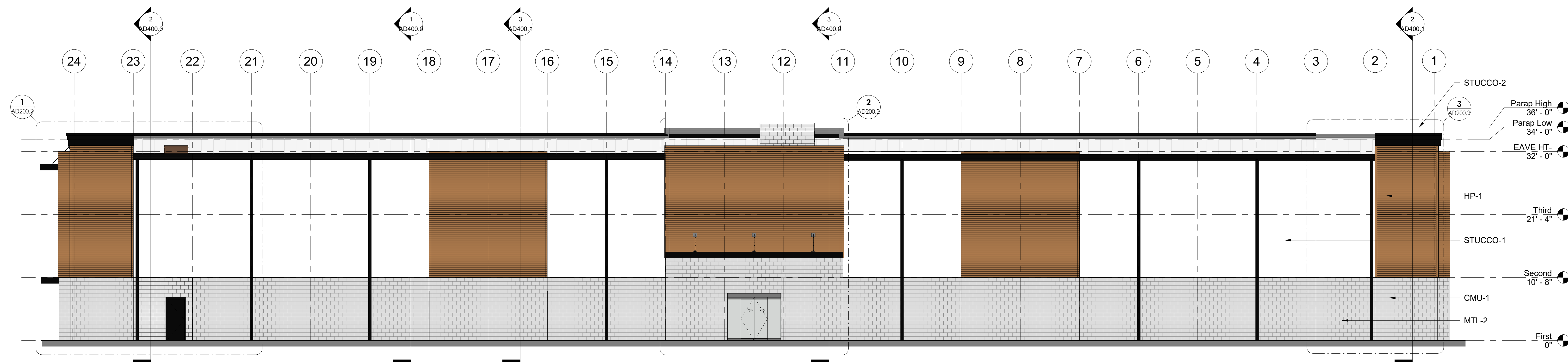
Architectural-
Exterior Elevations

MATERIALS LEGEND			
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	STUCCO-1 SYNTHETIC STUCCO FIELD COLOR MFR: DRYVIT COLOR: 523 Gray Mist RGB 223 222 209 FINISH: SAND PEBBLE		MTL-2 MISCELLANEOUS METALS (PARAPET COPING, GUTTER / D.S, HM EXT. DOORS, ETC) COLOR: SLATE GRAY
	STUCCO-3 SYNTHETIC STUCCO ACCENT COLOR MFR: DRYVIT COLOR: TWILIGHT GRAY (#627A) FINISH: MATCH MTL-1		MTL-3 WINDOW/DOOR FRAMES, GLASS MFR: YKK COLOR: MATCH MTL-2
	MP-1 DESIGN WALL METAL PANEL MFR: ATAS COLOR: CEDAR WOODLAND SERIES		SF-1 STORE-FRONT MFR: YKK GLASS: CLEAR



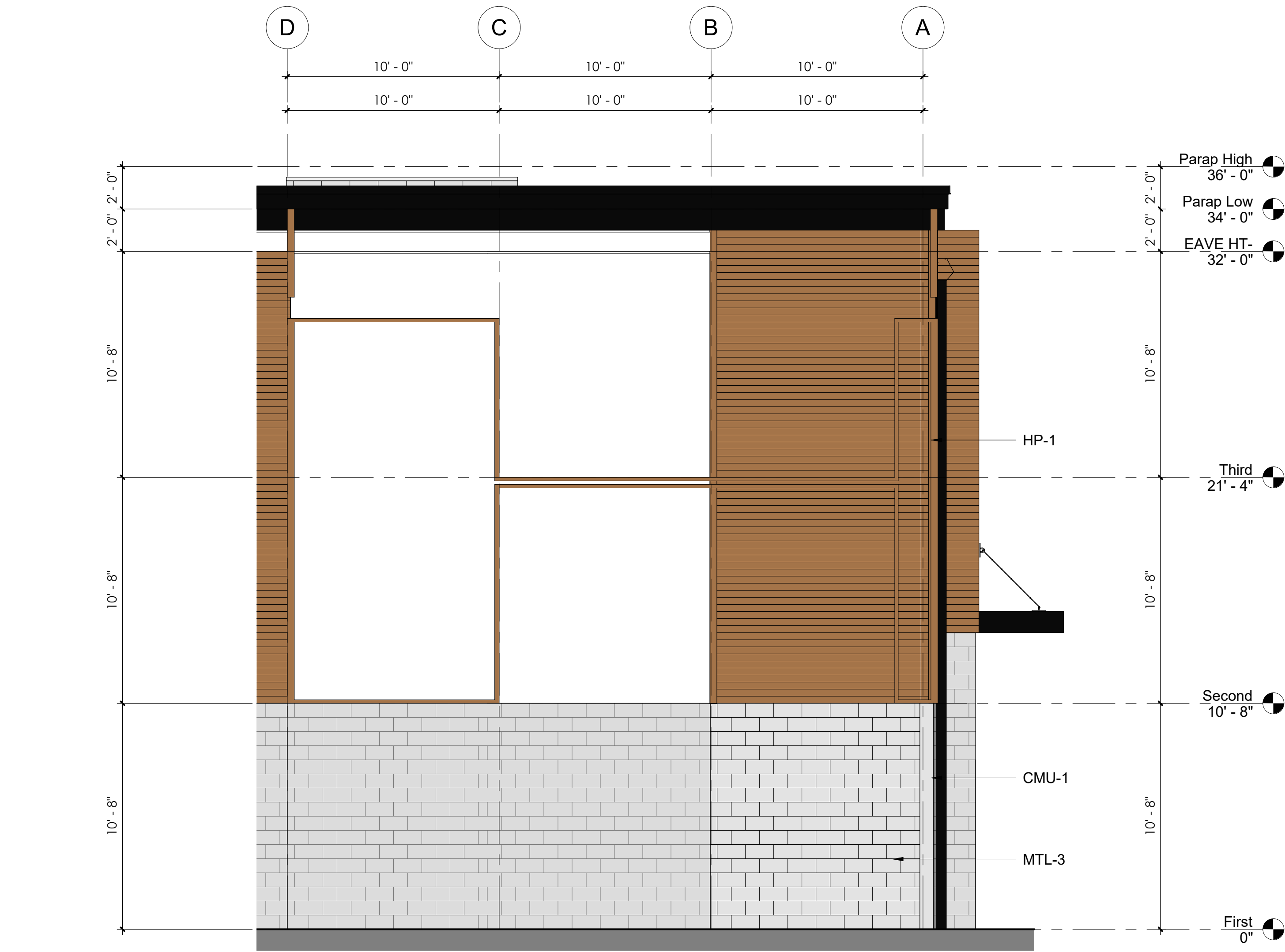
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1/8" = 1'-0"

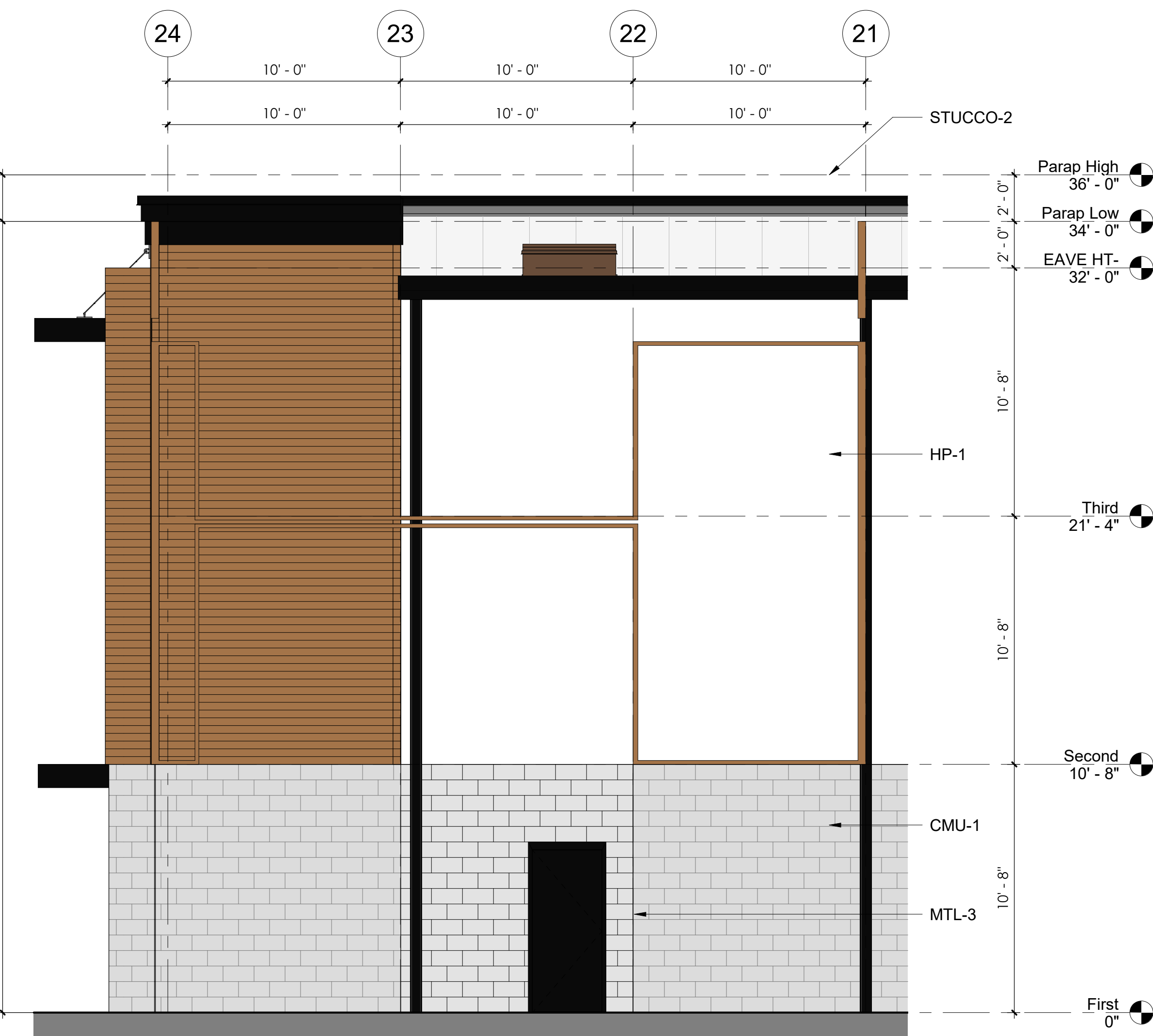
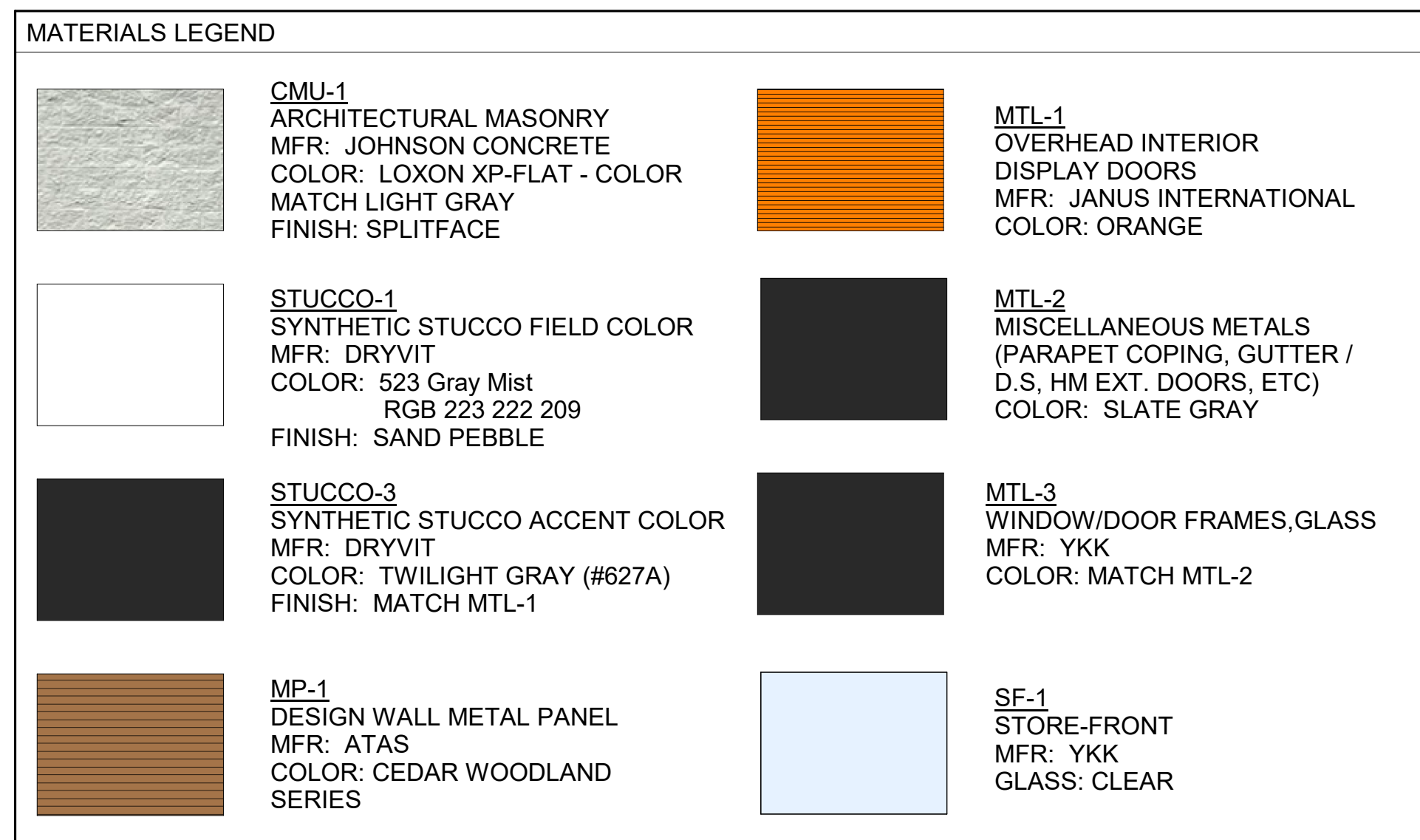
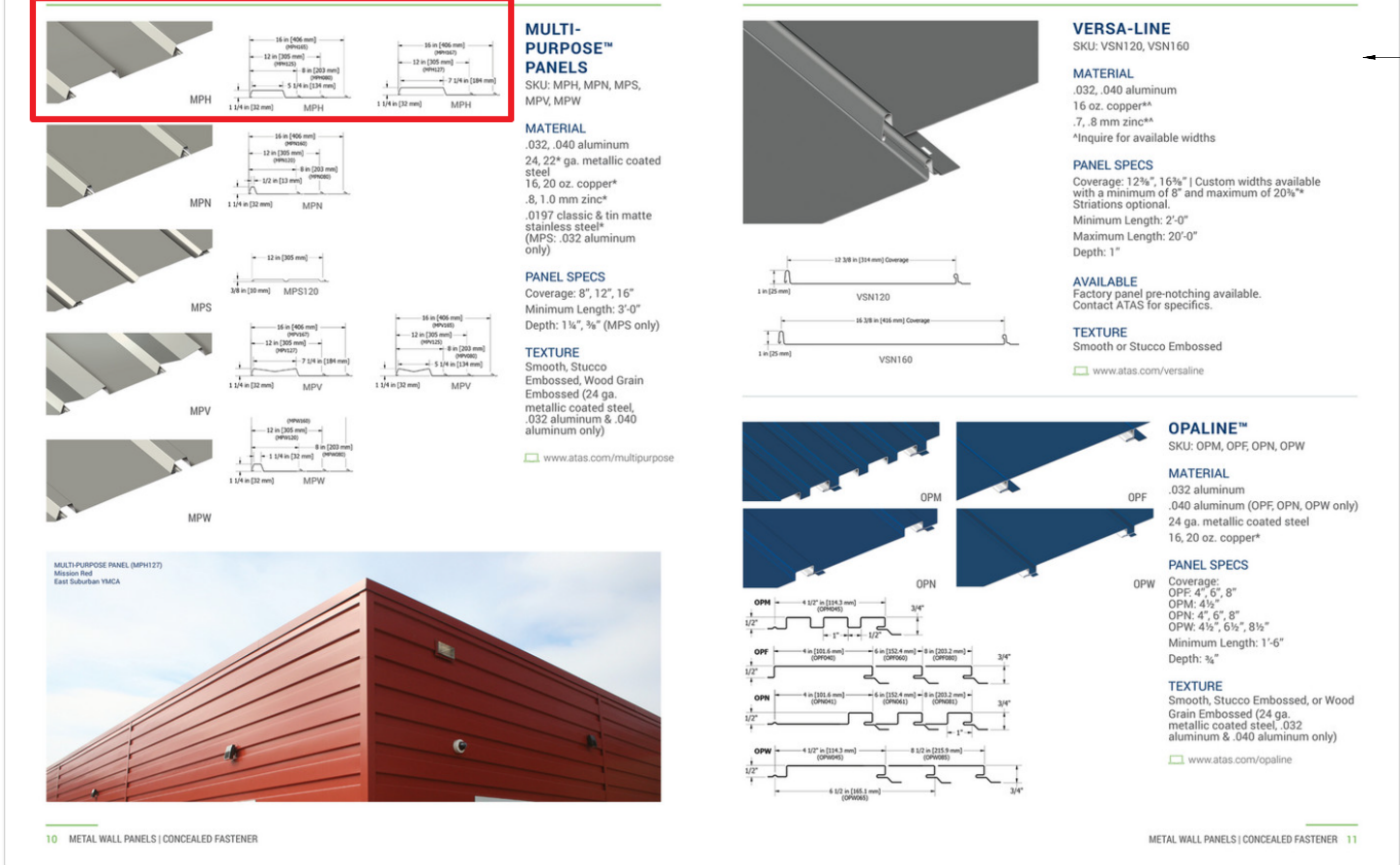


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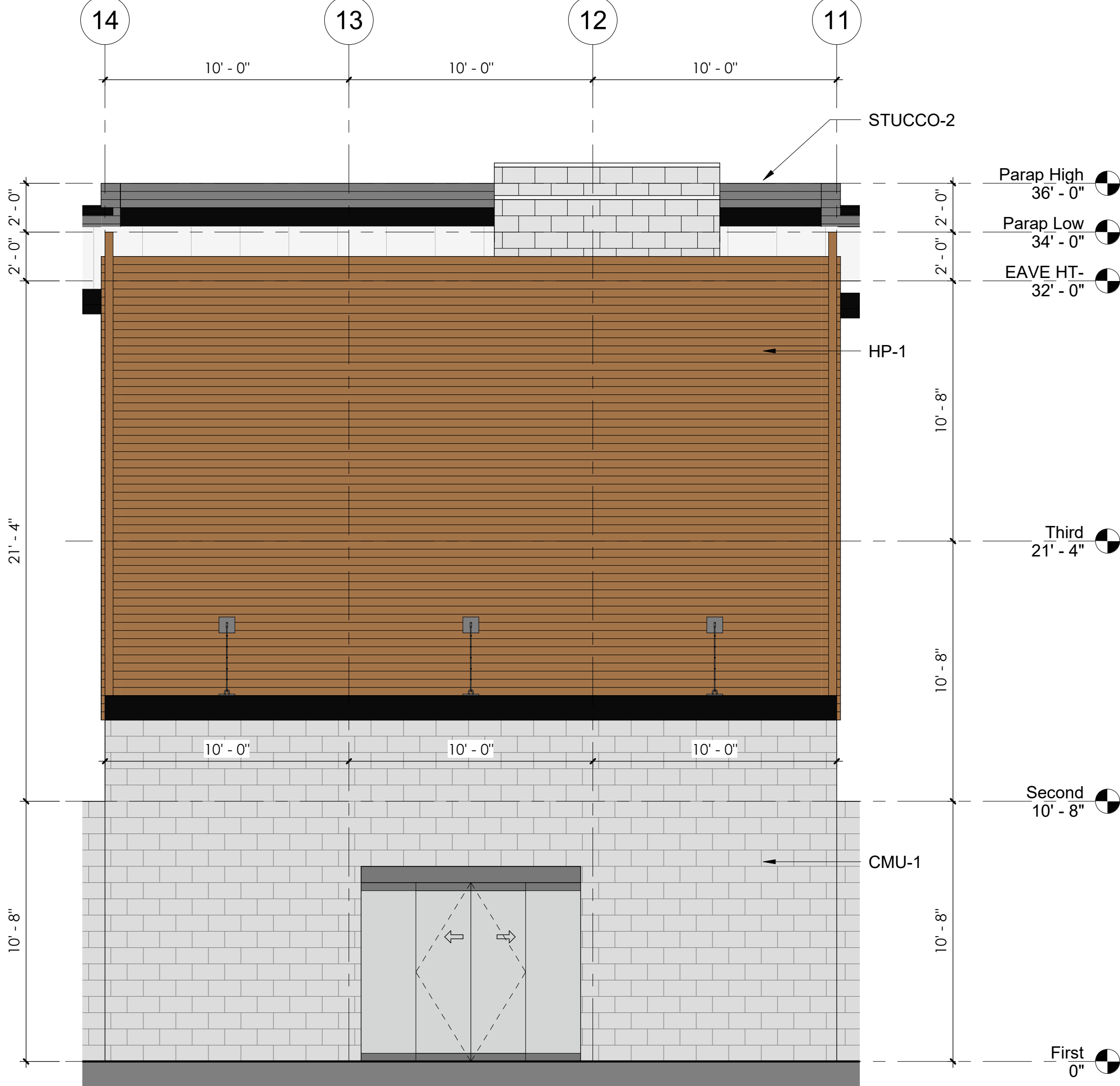
1/8" = 1'-0"



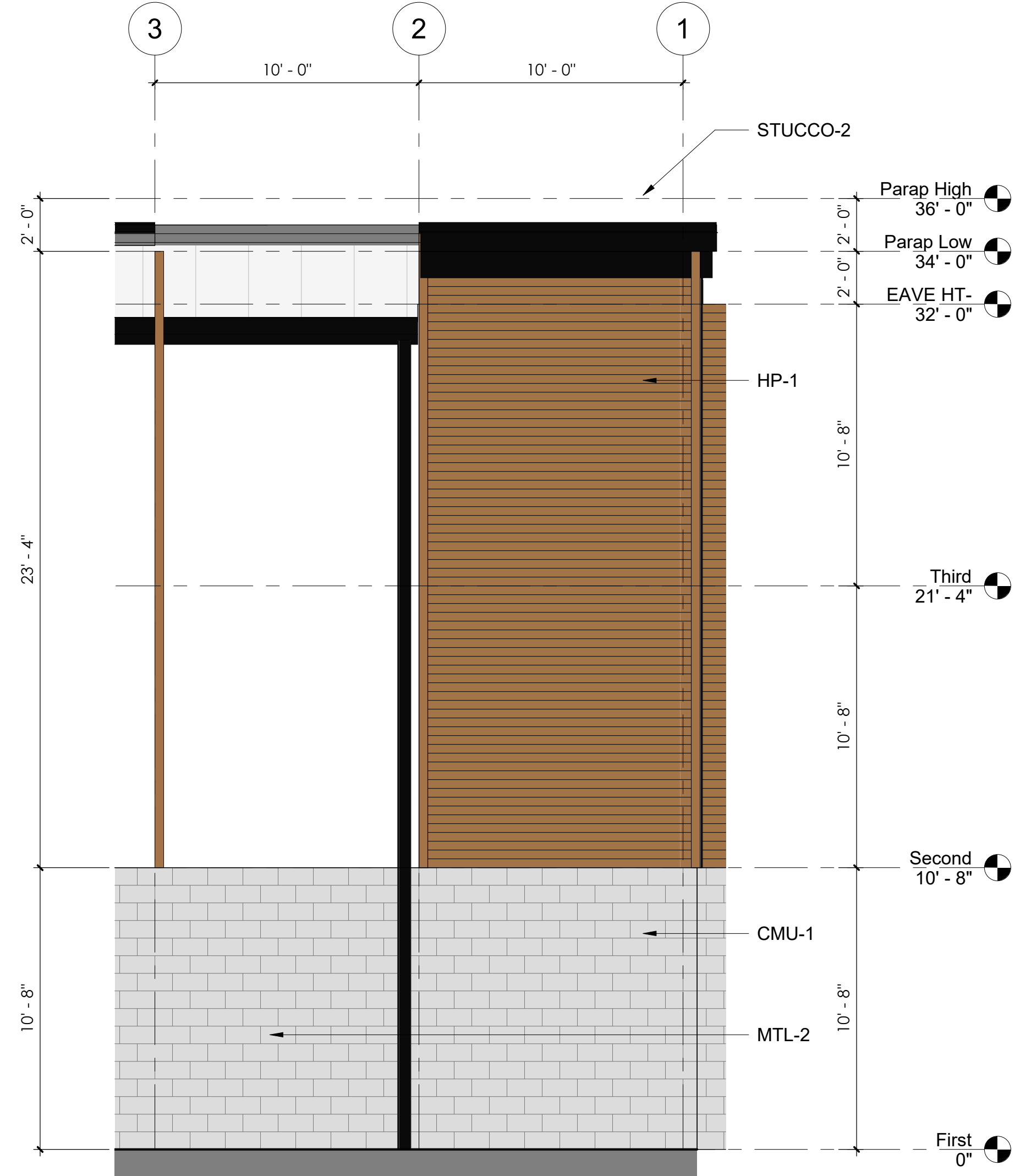
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1/4" = 1'-0"



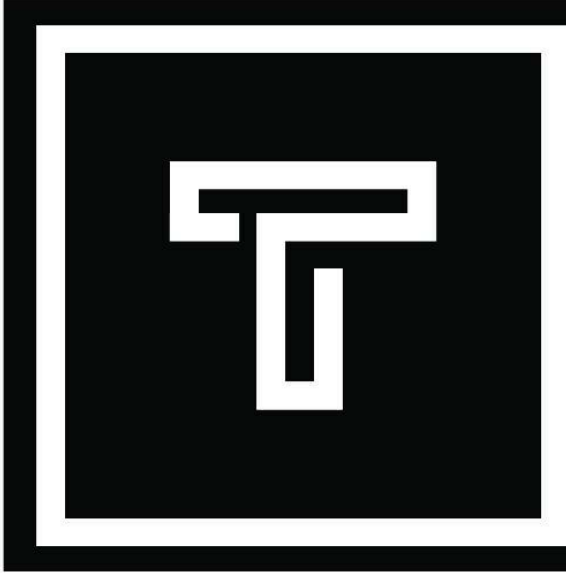
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1/4" = 1'-0"



AD200.2.2 - EAST ELEVATION - Callout 2
1/4" = 1'-0"



AD200.2.3 - EAST ELEVATION - Callout 3
1/4" = 1'-0"



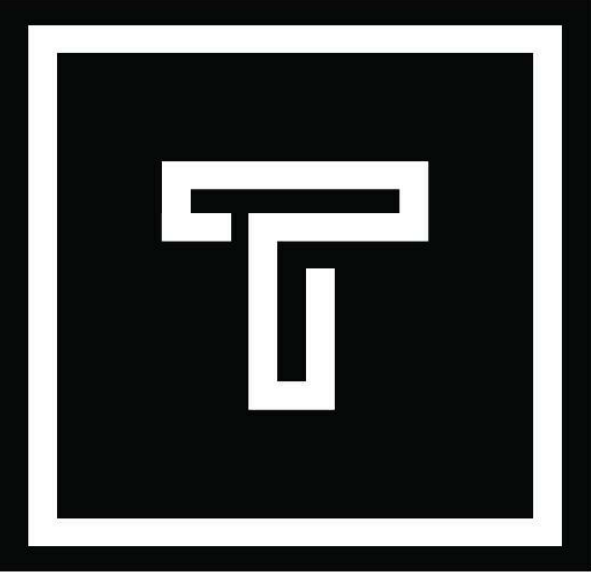
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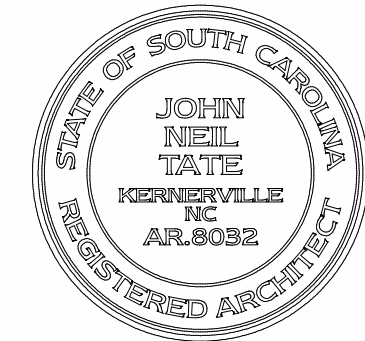
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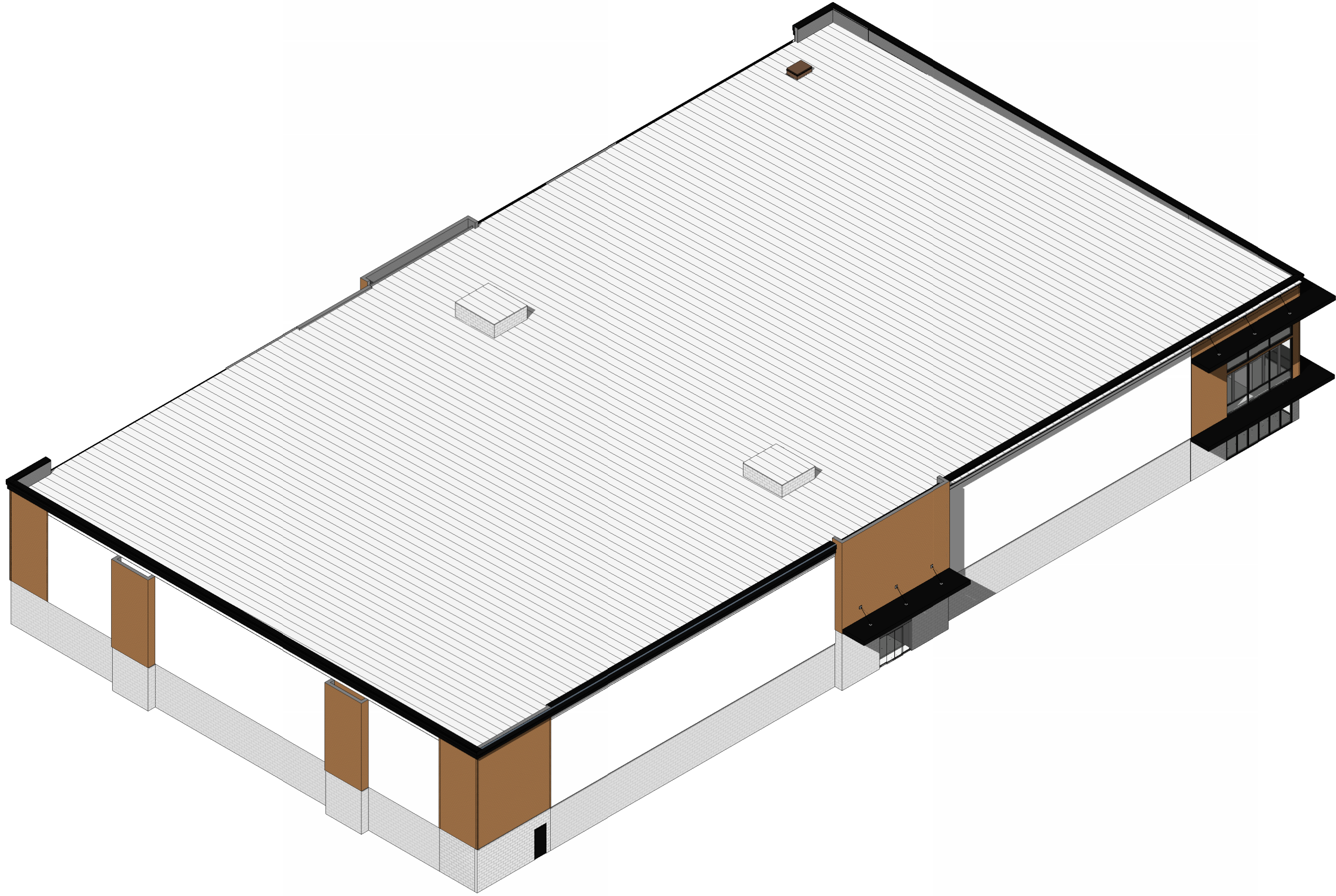
Architectural-
Enlarged Elevations



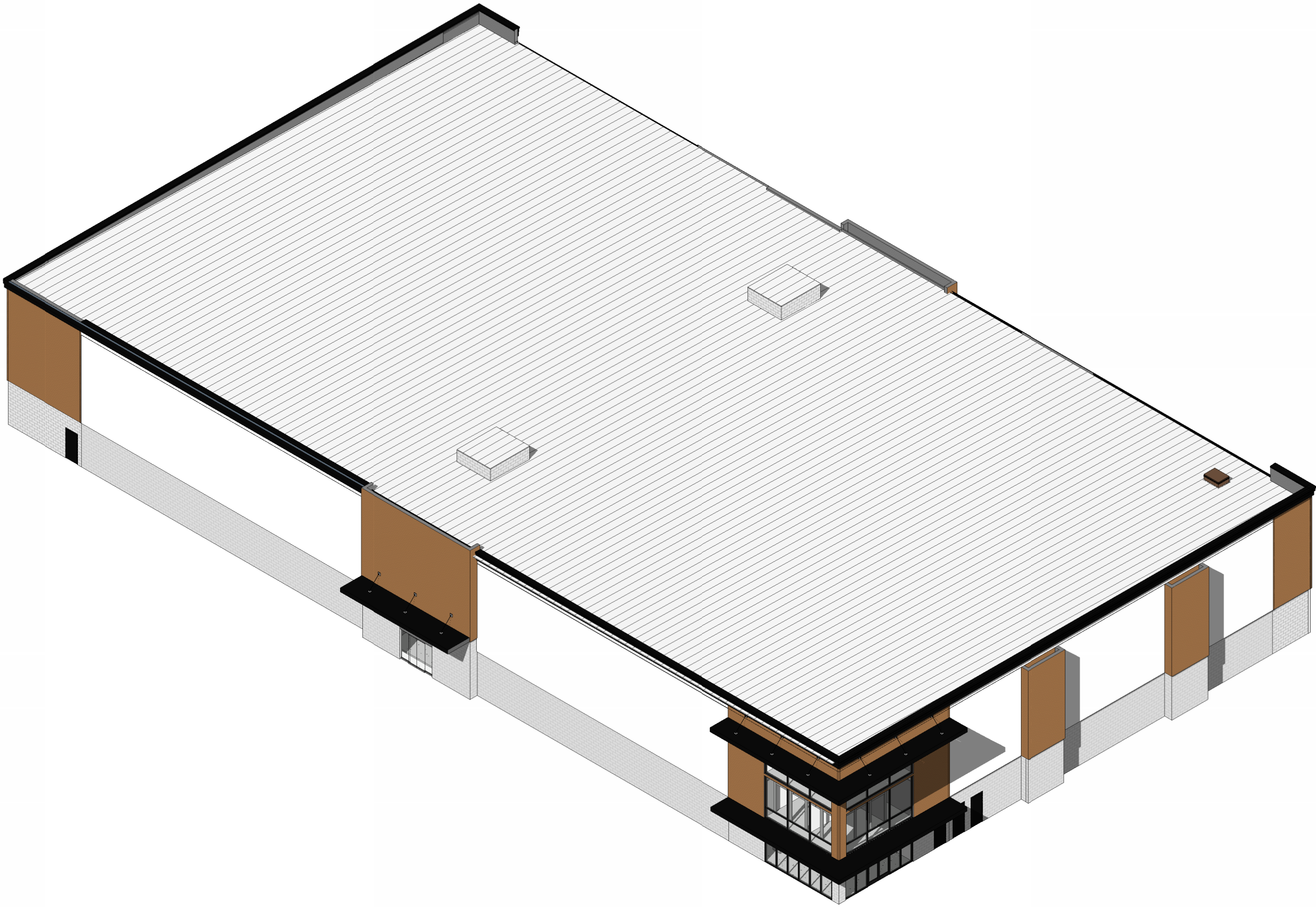
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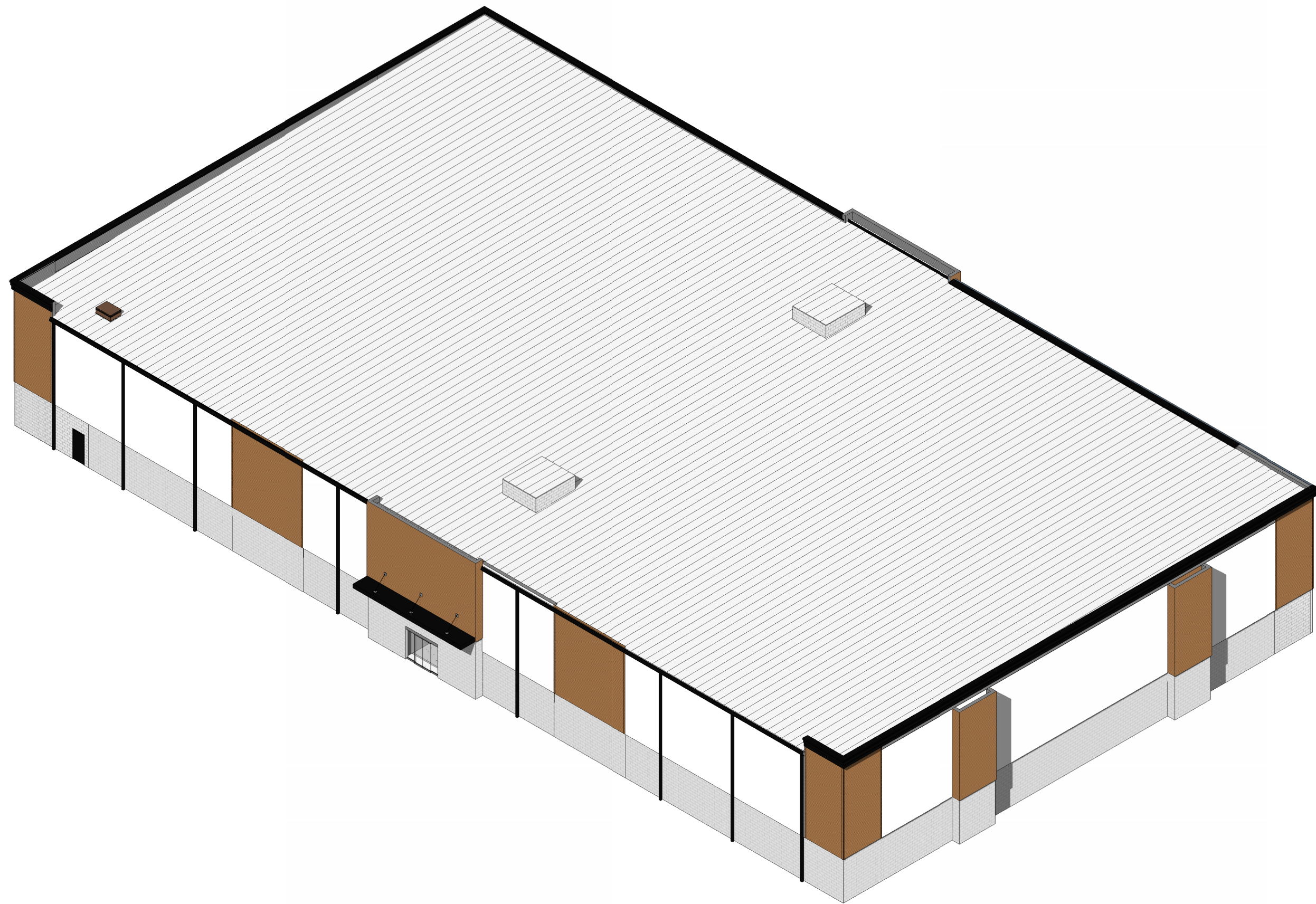
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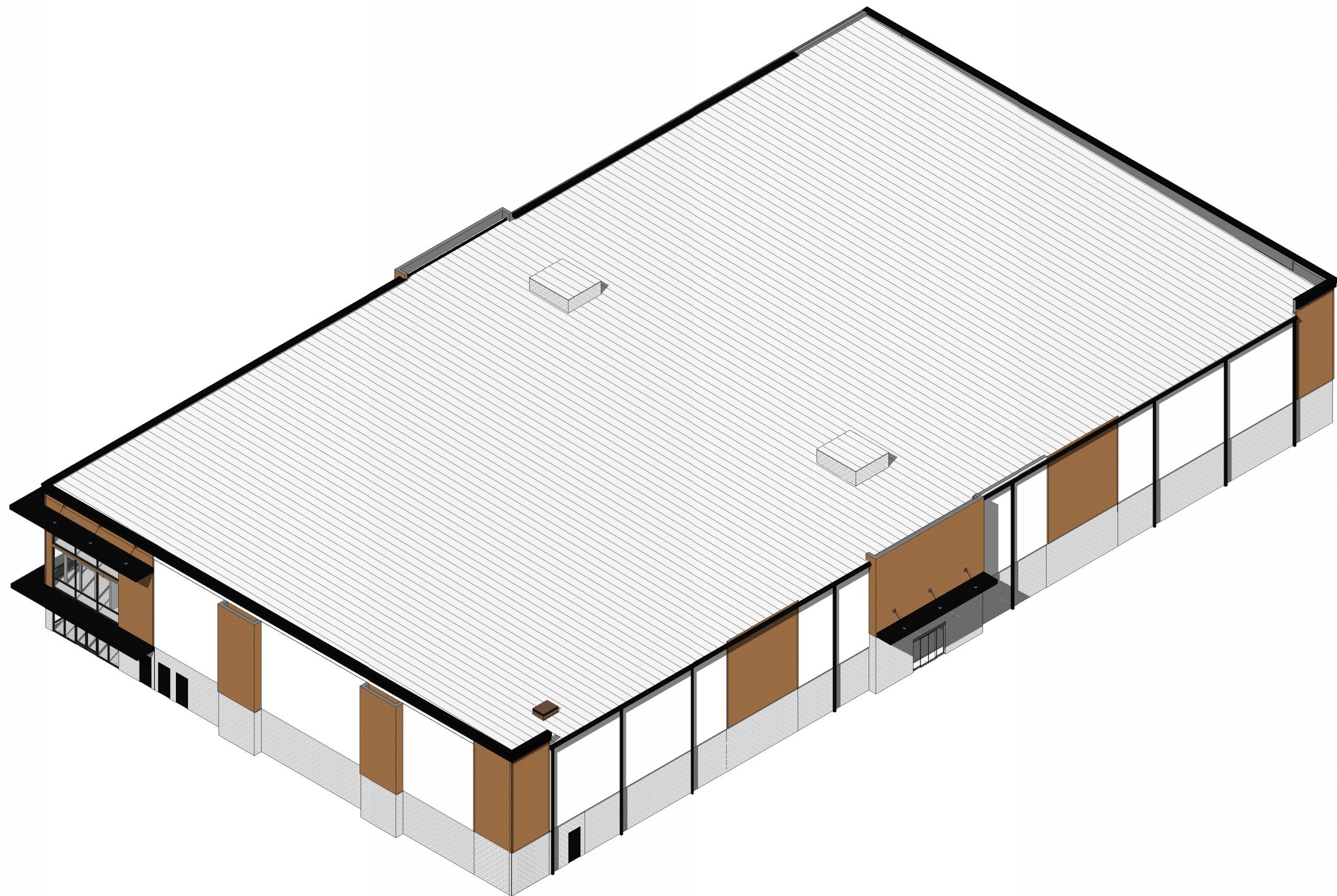
AD201.0.3 - Axon View



AD201.0.2 - Axon View



AD201.0.1 - Axon View

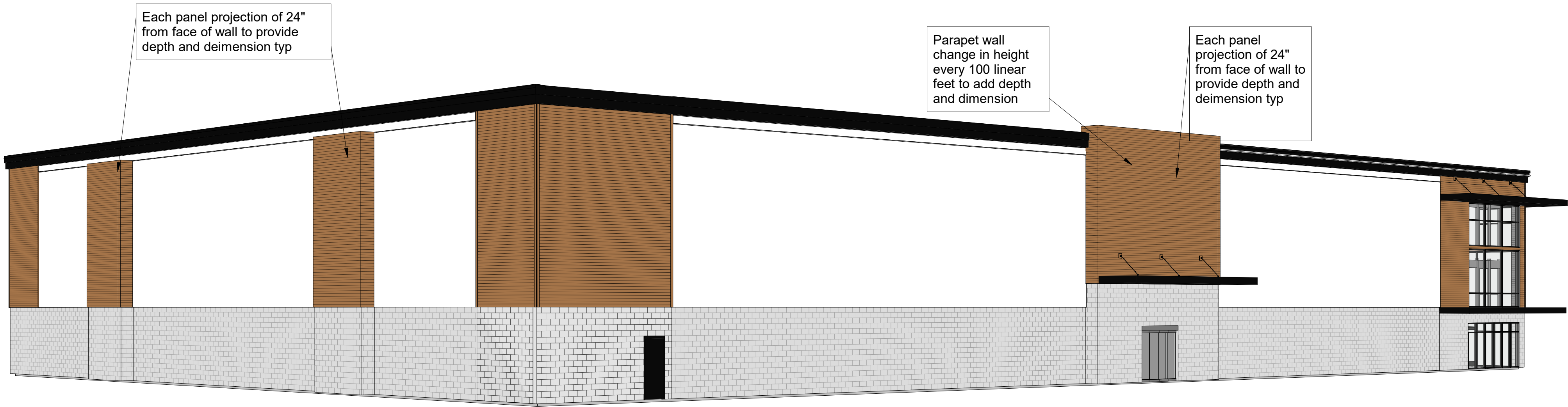


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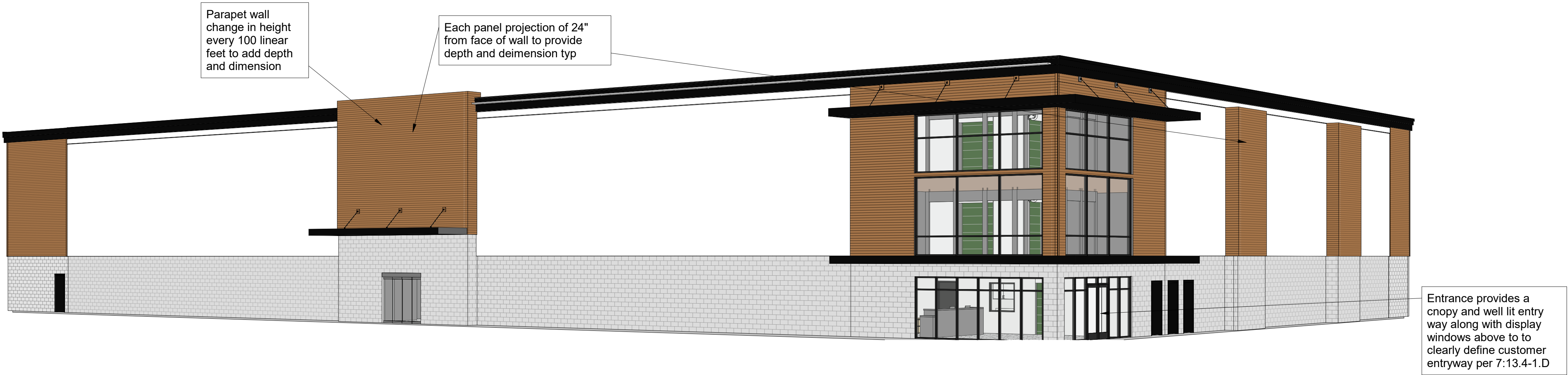
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Commission:
MSSI Design LLC
6530 Cobb Center Drive - Kennesaw, GA
New Self Storage Facility
Streams Development
North Main Street
Greenville County - Fountain Inn, SC
Commission Number:
2023-31
Issue Date:
12.20.2023 - Owner Review
Set
Revisions:

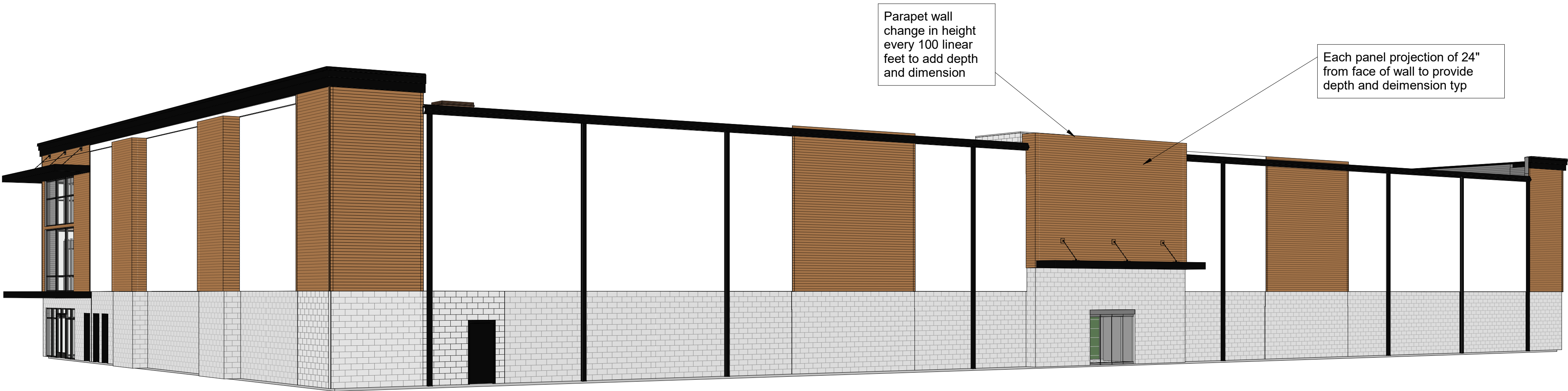
Architectural-
Axon Views



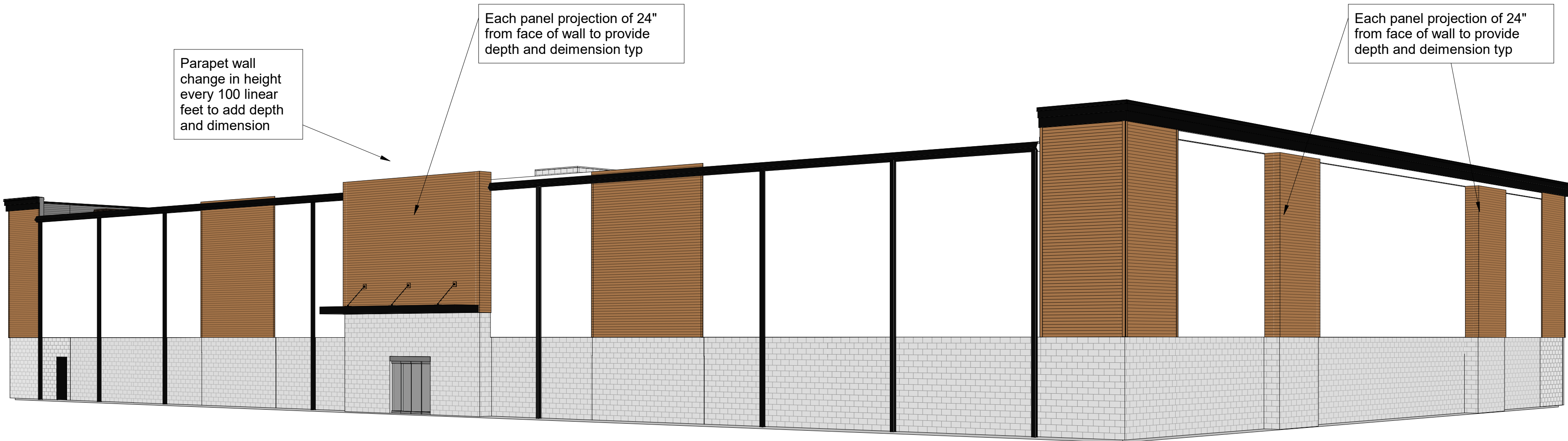
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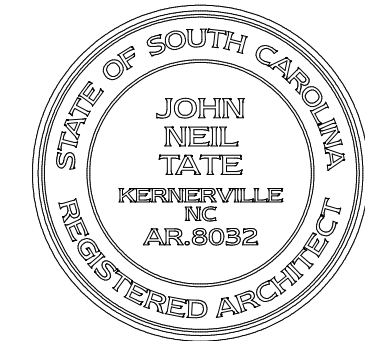
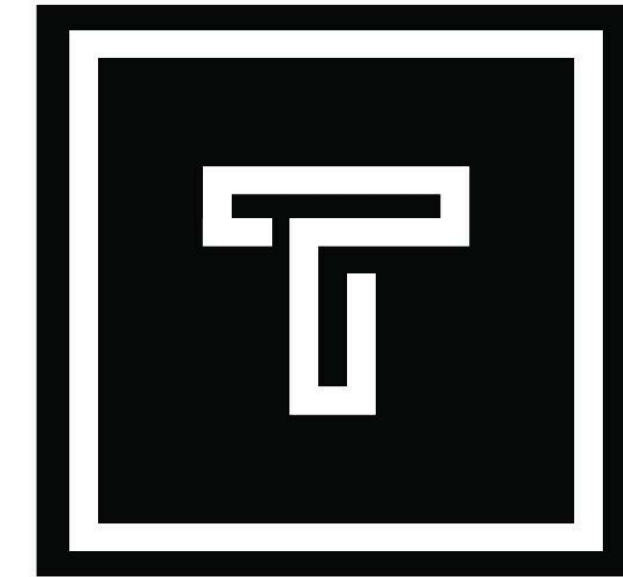
AD202.0.2 - FRONT RIGHT



AD202.0.1 - REAR LEFT



AD202.0.0 - REAR RIGHT



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Commission:
MSSI Design LLC
6530 Cobb Center Drive - Kennesaw, GA
New Self Storage Facility
Streams Development
North Main Street
Greenville County - Fountain Inn, SC
Commission Number:
2023-31
Issue Date:
12.20.2023 - Owner Review
Set
Revisions:

SIGN PACKAGE CRITERIA

DATE	02/09/2024
PROJECT NAME	STOWE Storage
PROJECT ADDRESS	N Main St. Fountain Inn, SC
TYPE	Individual Pan Channel Letters
MATERIAL	Aluminum
INSTALLATION	Flush Mounted to Fascia. No exposed conduit, boxes, etc.
LOCATION	Centered vertically and horizontally in background area of the fascia. Not to exceed 80% of the vertical or horizontal background area for the sign.
ILLUMINATION	Internally Illuminated LED
SIZE	24" Maximum Sign Height

2023

STREAMS DEVELOPMENT

Site Recommendation Book

Fountain Inn Retail Dev.

1314 N Main St

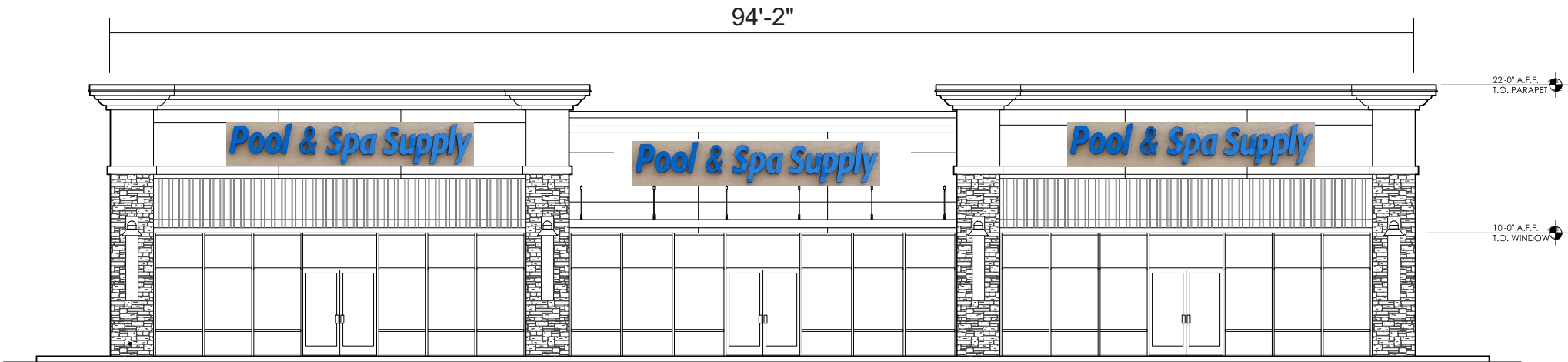
Fountain Inn SC 29644

QID# 23-70220

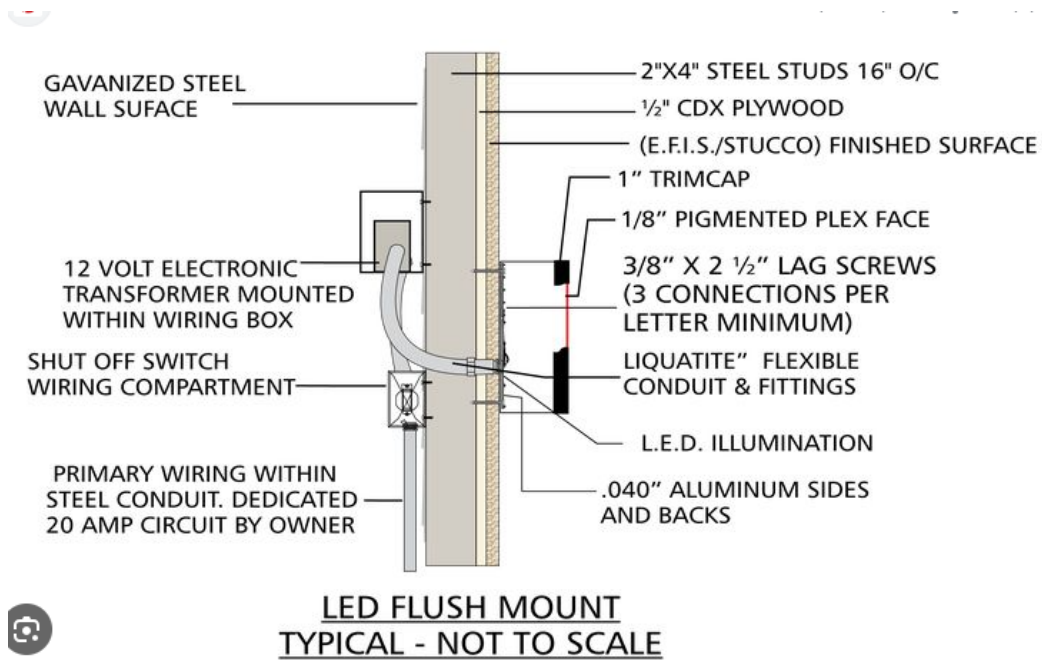
Designer:
Glenn Miller

Date:
12-12-23

IMPORTANT NOTE:
NOT ACTUAL SIGN TYPES. SIGNS
SHOWN BELOW ONLY REPRESENT
SIGN LOCATIONS. PLEASE REFER
TO SIGN PACKAGE CRITERIA FOR
SPECIFIC SIGN TYPE DETAILS.



FRONT ELEVATION
Scale: 3/32" = 1'



QID 23-70220

JOB NAME

Streams Development

LOCATION

Fountain Inn Retail Dev
1314 N Main St
Fountain Inn SC 29644

CUSTOMER CONTACT

SALESMAN / PM

Brian Baughman

DESIGNER

Glenn Miller

DWG. DATE

12-12-23

REV. DATE / REVISION

SCALE

FILE

2023/Streams Development/
Fountain Inn SC/23-70220/
SD Fountain Inn SC 23-70220

DESIGN SPECIFICATIONS ACCEPTED BY:

EST:	CLIENT:
SLS/PM:	LANDLORD:

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.

QID 23-70220

JOB NAME

Streams Development

LOCATION

Fountain Inn Retail Dev
1314 N Main St
Fountain Inn SC 29644

CUSTOMER CONTACT

SALESMAN / PM

Brian Baughman

DESIGNER

Glenn Miller

DWG. DATE

12-12-23

REV. DATE / REVISION

SCALE

FILE

2023/Streams Development/
Fountain Inn SC/23-70220/
SD Fountain Inn SC 23-70220

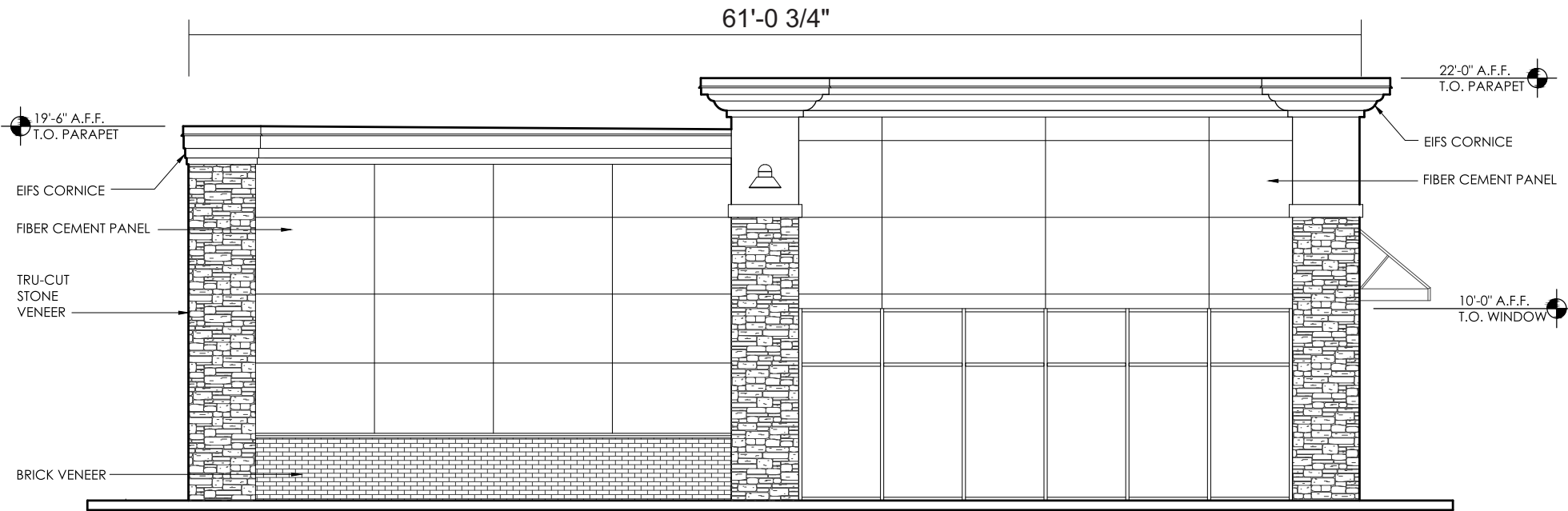
DESIGN SPECIFICATIONS ACCEPTED BY:

EST:	CLIENT:
SLS/PM:	LANDLORD:

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.



NO SIGNAGE THIS ELEVATION



LEFT SIDE ELEVATION

Scale: 1/8" = 1'

QID 23-70220

JOB NAME

Streams Development

LOCATION

Fountain Inn Retail Dev
1314 N Main St
Fountain Inn SC 29644

CUSTOMER CONTACT

SALESMAN / PM

Brian Baughman

DESIGNER

Glenn Miller

DWG. DATE

12-12-23

REV. DATE / REVISION

SCALE

FILE

2023/Streams Development/
Fountain Inn SC/23-70220/
SD Fountain Inn SC 23-70220

DESIGN SPECIFICATIONS ACCEPTED BY:

EST:	CLIENT:
SLS/PM:	LANDLORD:

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.

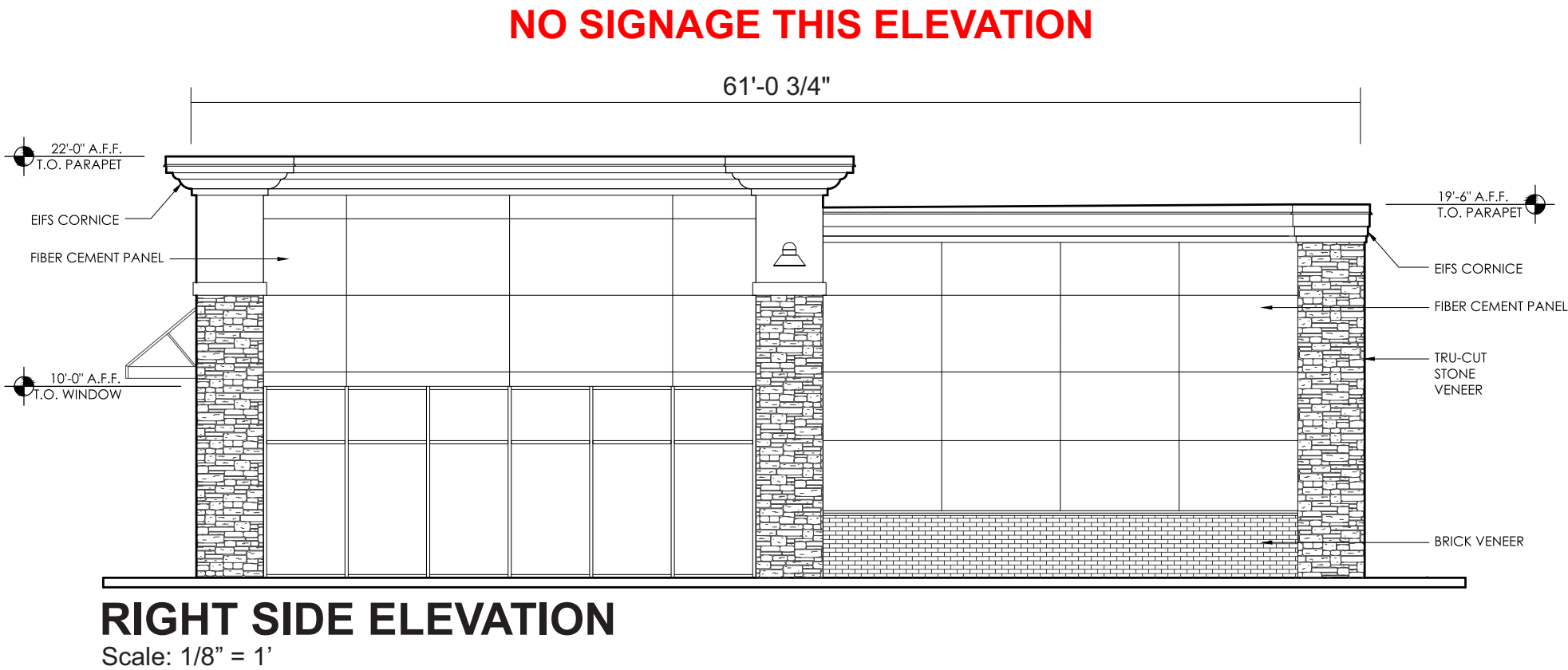
UL

Underwriters Laboratories Inc.

Page 47 of 48

DRY
DAMP
WET

X



QID 23-70220

JOB NAME

Streams Development

LOCATION

Fountain Inn Retail Dev
1314 N Main St
Fountain Inn SC 29644

CUSTOMER CONTACT

SALESMAN / PM

Brian Baughman

DESIGNER

Glenn Miller

DWG. DATE

12-12-23

REV. DATE / REVISION

SCALE

FILE

2023/Streams Development/
Fountain Inn SC/23-70220/
SD Fountain Inn SC 23-70220

DESIGN SPECIFICATIONS ACCEPTED BY:

EST:	CLIENT:
SLS/PM:	LANDLORD:

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UL

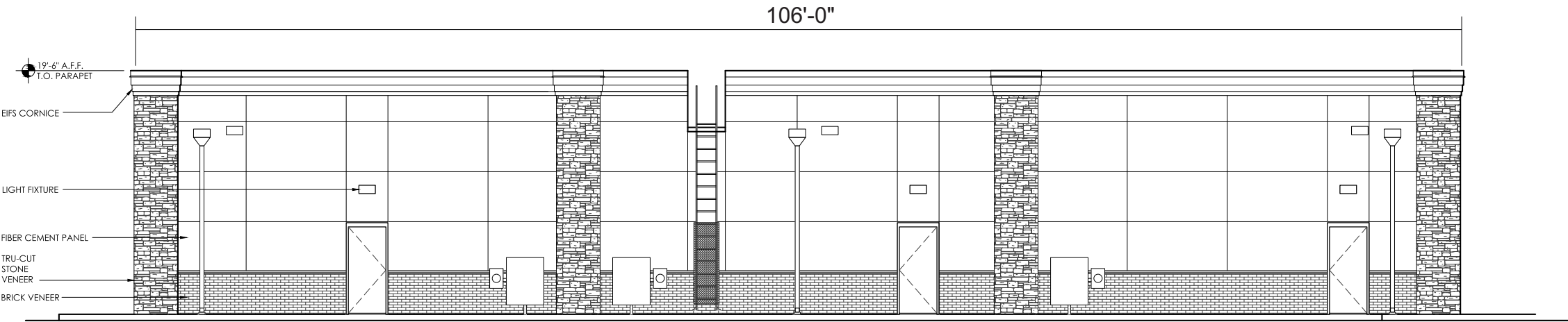
Underwriters Laboratories Inc.

Page 48 of 48

DRY
DAMP
WET

X

NO SIGNAGE THIS ELEVATION



REAR ELEVATION

Scale: 3/32" = 1'

SITE DATA

TAX MAP NO.: 0325000100701 & 0325000100702
SITE AREA: ±3.49 AC
EXISTING ZONING: C-2
PROPOSED ZONING: FRD
SETBACKS:
N MAIN ST: 30'
EXTERIOR: 12.5'
SITE IS LOCATED WITHIN FEMA PANEL 45045C0503E EFF. 8/18/2014 AND IS NOT LOCATED WITHIN A FLOODPLAIN.

DEVELOPER

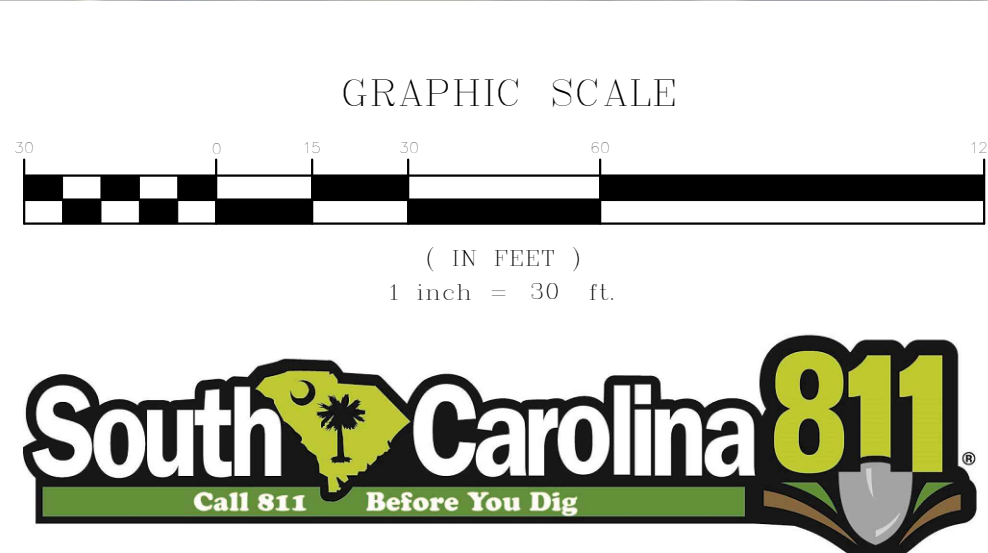
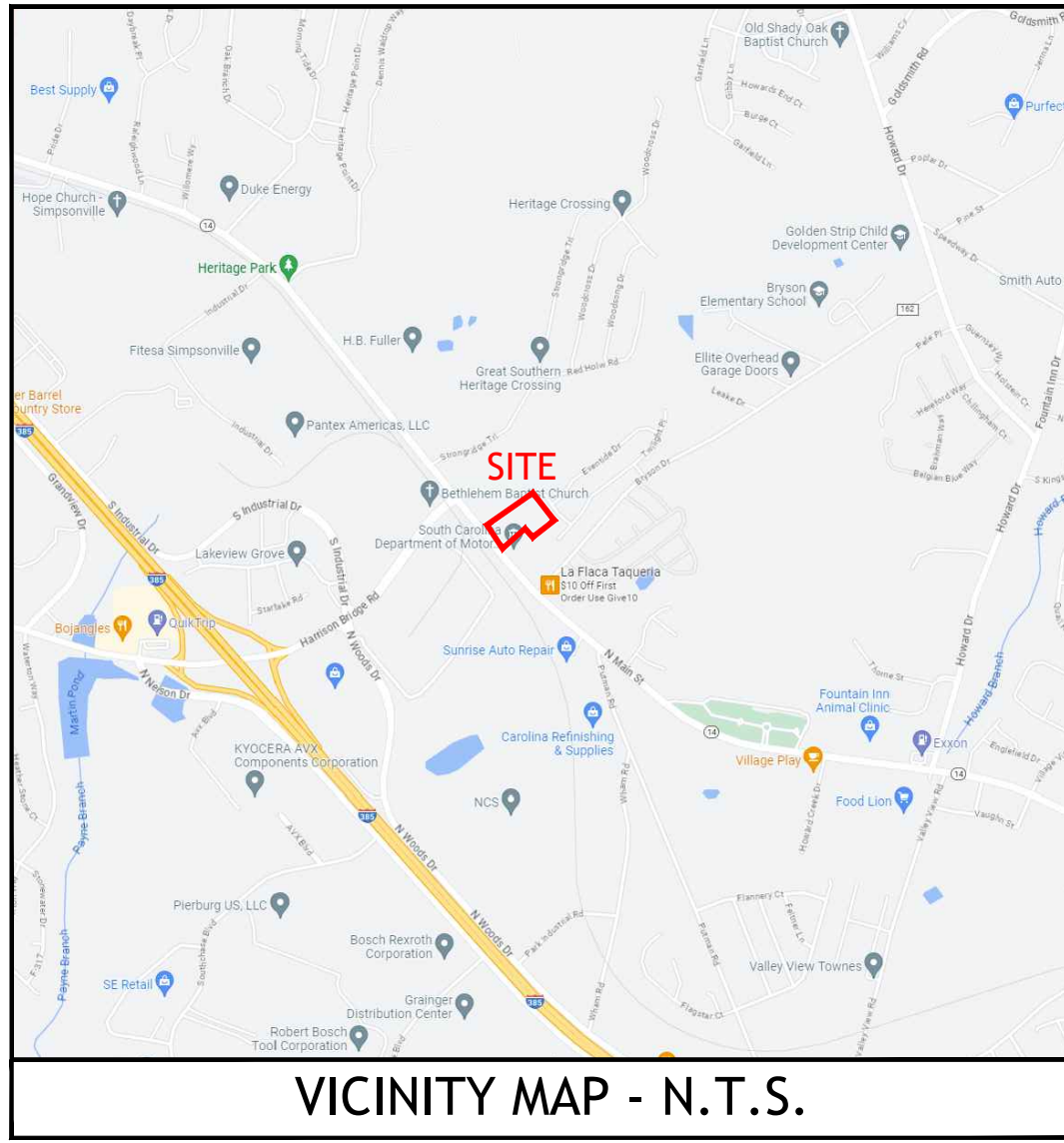
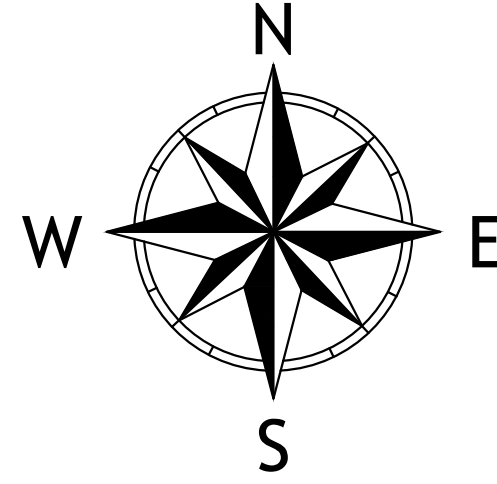
COMPANY: CENTURY DEVELOPMENT PARTNERS, LLC
ADDRESS: 5 CENTURY DRIVE, SUITE 240
GREENVILLE, SC 29607
PHONE: 630-301-1536
CONTACT: ALEX DMYTERKO
EMAIL: ALEX@STREAMSDEV.COM

CIVIL ENGINEER

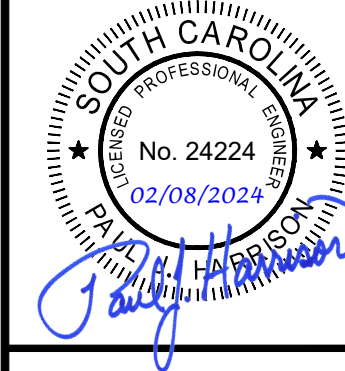
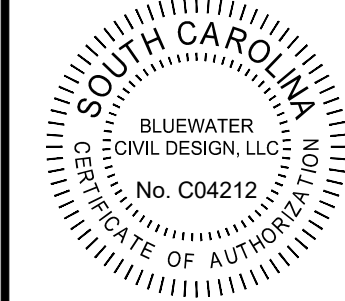
COMPANY: BLUEWATER CIVIL DESIGN, LLC
ADDRESS: 718 LOWMEDES HILL ROAD
GREENVILLE, SC 29607
PHONE: 864-326-4202
CONTACT: PAUL HARRISON, P.E.
EMAIL: PAUL@BLUEWATERCIVIL.COM

SURVEYOR

COMPANY: MSP & ASSOCIATES LAND SURVEYORS
ADDRESS: 301 E. HILLCREST DRIVE
GREENVILLE, SC 29609
PHONE: 864-370-2232
CONTACT: MICHAEL S. PERDUE, PLS
EMAIL: MPERDUE@MSPSURVEYING.COM



Project Number: 2023-043
DWG Name: STOWE Storage PDP-1.dwg
Drawing Scale: AS NOTED
Date of Project: 02/2024
Engineer of Record:
Paul J. Harrison, P.E.
South Carolina P.E.# 24224
North Carolina P.E.# 03871
bluewater civil design, llc
bluewatercivil.com • info@bluewatercivil.com
718 Lowmedes Hill Road • Greenville, SC 29607
www.bluewatercivil.com • info@bluewatercivil.com



STOWE Storage Facility
Storage & Commercial Retail
N Main St
City of Fountain Inn, SC

PLAN REVISION	ISSUE DATE	ISSUE COMMENT
A	02/08/2024	Issued for Review

NATURAL
RESOURCES
INVENTORY
NRI-1

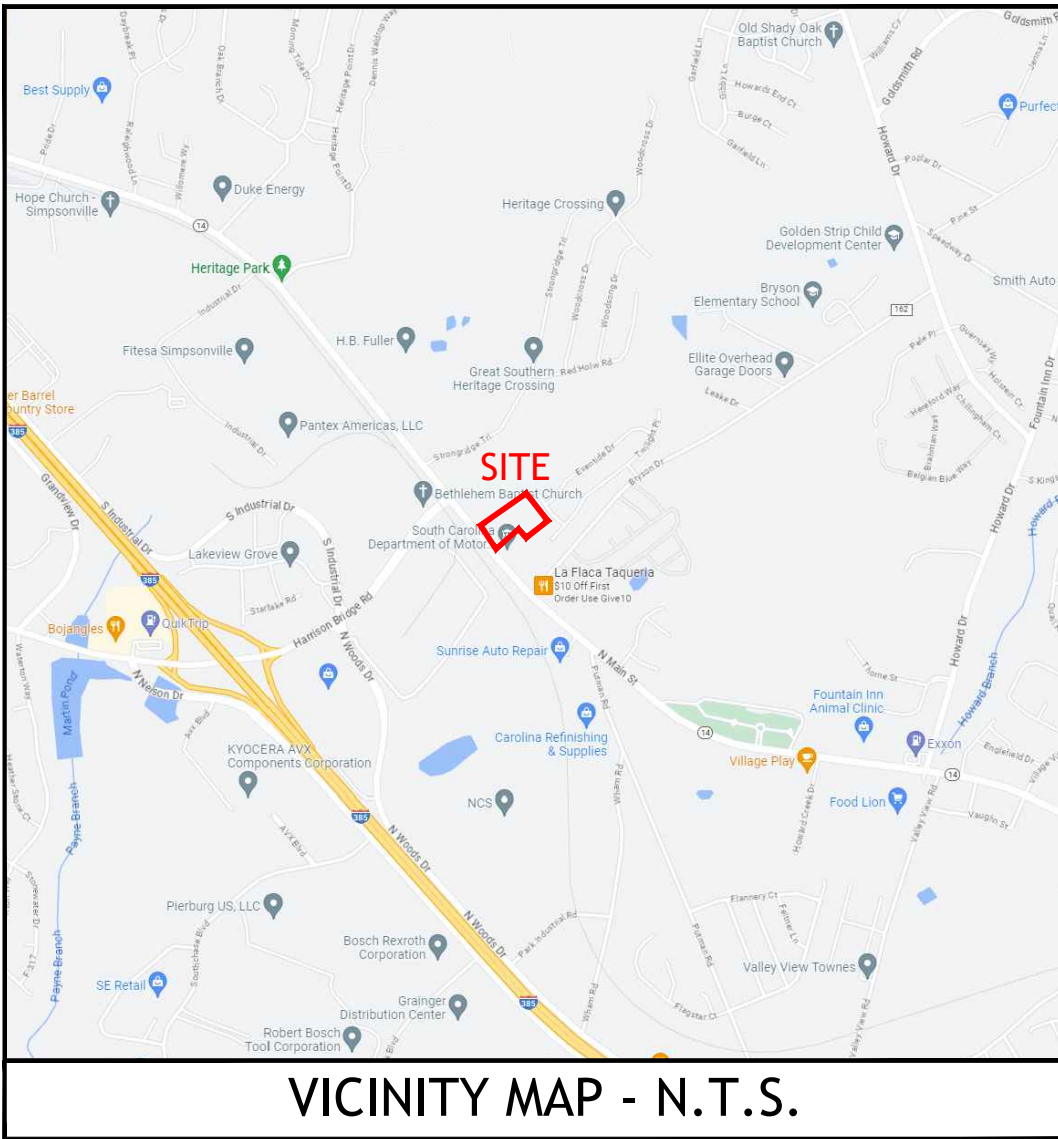
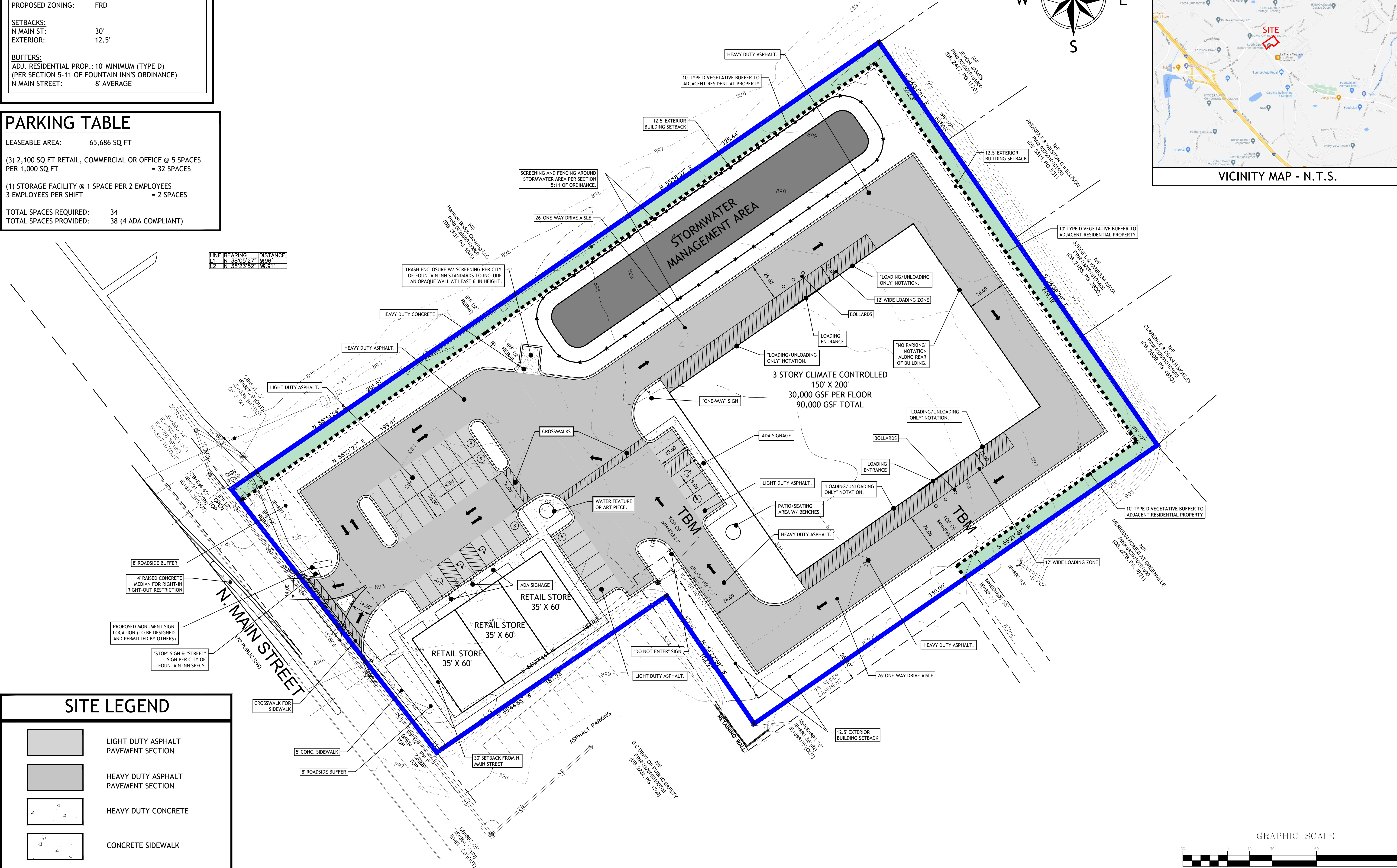
SITE DATA	
TAX MAP NO.:	0325000100701 & 0325000100702
SITE AREA:	±3.49 AC
EXISTING ZONING:	C-2
PROPOSED ZONING:	FRD
SETBACKS:	
N MAIN ST:	30'
EXTERIOR:	12.5'
BUFFERS:	
ADJ. RESIDENTIAL PROP.:	10' MINIMUM (TYPE D)
(PER SECTION 5-11 OF FOUNTAIN INN'S ORDINANCE)	
N MAIN STREET:	8' AVERAGE

PARKING TABLE	
LEASEABLE AREA:	65,686 SQ. FT.
(3) 2,100 SQ. FT. RETAIL, COMMERCIAL OR OFFICE @ 5 SPACES PER 1,000 SQ. FT.	= 32 SPACES
(1) STORAGE FACILITY @ 1 SPACE PER 2 EMPLOYEES 3 EMPLOYEES PER SHIFT	= 2 SPACES
TOTAL SPACES REQUIRED:	34
TOTAL SPACES PROVIDED:	38 (4 ADA COMPLIANT)

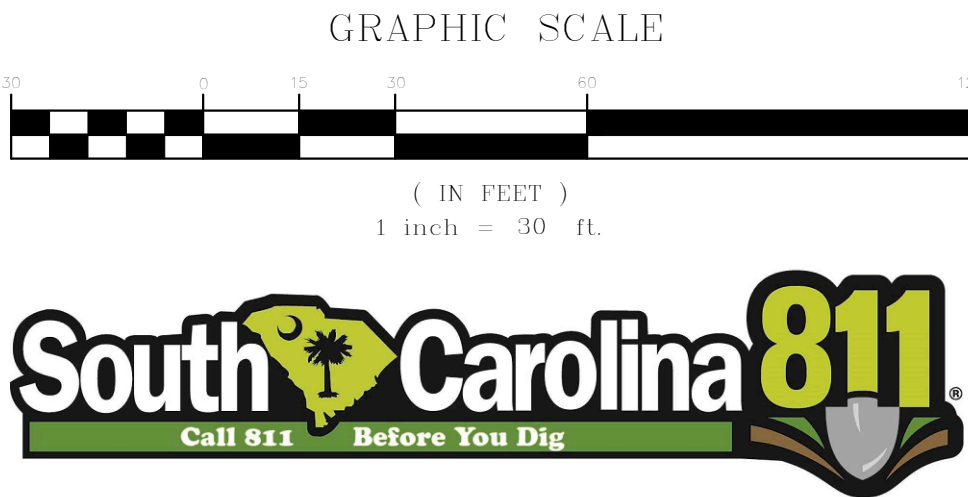
DEVELOPER	
COMPANY:	CENTURY DEVELOPMENT PARTNERS, LLC
ADDRESS:	5 CENTURY DRIVE, SUITE 240 GREENVILLE, SC 29607
PHONE:	630-301-1536
CONTACT:	ALEX DMYTERKO
EMAIL:	ALEX@STREAMSDEV.COM

CIVIL ENGINEER	
COMPANY:	BLUEWATER CIVIL DESIGN, LLC
ADDRESS:	718 LOWMEDES HILL ROAD GREENVILLE, SC 29607
PHONE:	864-326-4202
CONTACT:	PAUL HARRISON, P.E.
EMAIL:	PAUL@BLUEWATERCIVIL.COM

SURVEYOR	
COMPANY:	MSP & ASSOCIATES LAND SURVEYORS
ADDRESS:	301 E. HILLCREST DRIVE GREENVILLE, SC 29609
PHONE:	864-370-2232
CONTACT:	MICHAEL S. PERDUE, PLS
EMAIL:	MPERDUE@MSPSURVEYING.COM



SITE LEGEND	
	LIGHT DUTY ASPHALT PAVEMENT SECTION
	HEAVY DUTY ASPHALT PAVEMENT SECTION
	HEAVY DUTY CONCRETE
	CONCRETE SIDEWALK
	PROPERTY LINE/R.O.W.
	PROPOSED BUILDING SETBACK LINE
	PROPOSED E.O.P./CURB LINE
	EXISTING E.O.P.
	PROPOSED C/L ROAD



Project Number: 2023-043

DWG Name: STOWE Storage PDP-1.dwg

Drawing Scale: AS NOTED

Date of Project: 02/2024

Engineer of Record:

Paul J. Harrison, P.E.
South Carolina P.E.# 24224
North Carolina P.E.# 038371

bluewater
civil design
bluewater civil design, llc
718 Lowmedes Hill Road • Greenville, SC 29607
www.bluewatercivil.com • info@bluewatercivil.com

Certificates of Authorization:
SC C04212 - GA PEF005865
NC P0868 - AL CA4065E

STOWE Storage Facility
Storage & Commercial Retail
N Main St
City of Fountain Inn, SC

PLAN REVISION	ISSUE DATE	ISSUE COMMENT
A	02/08/2024	Issued for Review

PRELIMINARY
DEVELOPMENT PLAN

PDP-1

SITE DATA

TAX MAP NO.:

0325000100701 & 0325000100707

SITE AREA:

±3.49 AC

EXISTING ZONING:

C-2

PROPOSED ZONING:

FRD

SETBACKS:

N MAIN ST: 30'

EXTERIOR:

12.5'

BUFFERS:

ADJ. RESIDENTIAL PROP.: 10' MINIMUM (TYPE D)

(PER SECTION 5-11 OF FOUNTAIN INNS ORDINANCE)

N MAIN STREET: 8' AVERAGE

DEVELOPER

COMPANY:

CENTURY DEVELOPMENT PARTNERS, LLC

ADDRESS:

5 CENTURY DRIVE, SUITE 240
GREENVILLE, SC 29607

PHONE:

630-301-1536

CONTACT:

ALEX DMYTERKO

EMAIL:

ALEX@STREAMSDEV.COM

CIVIL ENGINEER

COMPANY:

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PHONE:

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CONTACT:

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SURVEYOR

COMPANY:

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ADDRESS:

301 E. HILLCREST DRIVE
GREENVILLE, SC 29609

PHONE:

864-370-2232

CONTACT:

MICHAEL S. PERDUE, PLS

EMAIL:

MPERDUE@MSPSURVEYING.COM

NO PRUNING EXCEPT TO REMOVE BROKEN, DEAD OR DAMAGED BRANCHES

REMOVE ALL BURLAP AND/OR BINDING MATERIAL.

GRADE AT WHICH TREE GREW IN NURSERY

3-4" MULCH DEPTH. MULCH TO STAY 3-4" AWAY FROM TRUNK OF ALL TREES AND SHRUBS

BACKFILL TO BE NATIVE SOIL, FREE OF ORGANIC AND INORGANIC DEBRIS

RUBBER HOSE

GUY WIRE

4" DIA.

3 - 2"x4" WOOD STAKES EQUALLY SPACED AROUND TREE. LENGTH AS REQUIRED TO PENETRATE SUBGRADE.

SET TOP OF ROOT BALL 3" ABOVE ADJACENT FINISH GRADE.

DIAMETER OF THE HOLE FOR BALLS UP TO 2", SHALL BE TWICE THE DIAMETER OF BALL. DIAMETER OF HOLE FOR BALLS 2" AND GREATER SHALL BE 2" LARGER THAN THE DIAMETER OF THE BALL.

BALLS SHALL SIT ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING.

TREE PLANTING DETAIL

NTS

NOTE: ORIGINAL STAKING TO BE REMOVED NO LATER THAN ONE YEAR FROM PLANTING. IF NECESSARY, NEW STAKING MAY BE PUT IN PLACE, ALSO NO LONGER THAN ONE YEAR.

OPAQUE 6-FOOT WALL, FENCE, BERM, EVERGREEN SCREENING PLANT MATERIAL OR A COMBINATION THEREOF SHALL BE PROVIDED, PER SECTION 5-9.8.3 OF THE ORDINANCE. WHERE OHP INTERFERES, UNDERSTORY TREES AND/OR SHRUBS WILL BE USED TO MEET SCREENING REQUIREMENTS.

10' TYPE 'D' BUFFER TO CONSIST OF 1 LARGE CANOPY TREE PER 500 SF (20), 1 DECIDUOUS UNDERSTORY TREE PER 500 SF (20), & 1 SHRUB PER 225 SF (45).

10' TYPE 'D' BUFFER TO CONSIST OF 1 LARGE CANOPY TREE PER 500 SF (20), 1 DECIDUOUS UNDERSTORY TREE PER 500 SF (20), & 1 SHRUB PER 225 SF (45).

INTERIOR PLANTINGS FOR PARKING AREAS TO BE PROVIDED ON THE ISLANDS & AT THE END OF PARKING BAYS PER SECTION 5-9.10.3 OF THE ORDINANCE.

8' ROADSIDE BUFFER TO CONTAIN 1 MEDIUM OR LARGE TREE EVERY 40 LF OF ROAD FRONTAGE (6 TREES) WITH SHRUBS SPACES TO PROVIDE A CONTINUOUS EVERGREEN SCREEN WITHIN 3 YEARS OF INSTALLATION, PER SECTION 5-9.10.2 OF THE ORDINANCE.

CONTRACTOR TO MAINTAIN SIGHT DISTANCE LINES WHEN PLANTING ALONG N MAIN STREET

8' ROADSIDE BUFFER TO CONTAIN 1 MEDIUM OR LARGE TREE EVERY 40 LF OF ROAD FRONTAGE (6 TREES) WITH SHRUBS SPACES TO PROVIDE A CONTINUOUS EVERGREEN SCREEN WITHIN 3 YEARS OF INSTALLATION, PER SECTION 5-9.10.2 OF THE ORDINANCE.

INTERIOR PLANTINGS FOR PARKING AREAS TO BE PROVIDED ON THE ISLANDS & AT THE END OF PARKING BAYS PER SECTION 5-9.10.3 OF THE ORDINANCE.

TOP OF BALL 1" - 2" ABOVE GRADE.

REMOVE PAPER, PLASTIC OR METAL CONTAINER THAT MAY BE AROUND ROOTS. IF THE ROOT BALL IS WRAPPED IN BURLAP, REMOVE ALL BURLAP.

BACKFILL MIXTURE

ROOT BALLS GREATER THAN 2' IN DIAMETER SHALL SIT ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING.

ROOT BALLS SMALLER THAN 2' MAY SIT ON COMPACTED SOIL MIXTURE.

MULCH. DO NOT LEAVE SOIL ON TOP OF BURLAP.

IF PLANT IS IN BIG BED, DO NOT BUILD BASIN, BUT MULCH AND WATER ENTIRE BED.

DIAMETER OF HOLE FOR BALL UP TO 2", SHALL BE TWICE THE DIAMETER OF THE BALL.

DIAMETER OF THE HOLE FOR BALLS 2" AND LARGER SHALL BE 2" LARGER THAN DIAMETER OF THE BALL.

GRAPHIC SCALE

(IN FEET)

1 inch = 30 ft.

South Carolina 811

Call 811 Before You Dig

VICINITY MAP - N.T.S.

Project Number: 2023-043

DWG Name: STOWE Storage PDP-1.dwg

Drawing Scale: AS NOTED

Date of Project: 02/2024

Engineer of Record:

Paul J. Harrison, P.E.

South Carolina PE# 24224

North Carolina PE# 038371

bluewater civil design

bluewatercivil.com

718 Lowmedes Hill Road • Greenville, SC 29607

www.bluewatercivil.com

info@bluewatercivil.com

Certificates of Authorization:

SC C04212 - GA PEF005865

NC P0868 - AL CA4065E

STOWE Storage Facility

Storage & Commercial Retail

N Main St

City of Fountain Inn, SC

LANDSCAPE PLAN

LS-1

City of Fountain Inn

RESOLUTION 2024-3

A RESOLUTION TO APPROVE AND ADOPT A TEN-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE FOUNTAIN INN FIRE SERVICE AREA, GREENVILLE COUNTY, SOUTH CAROLINA

WHEREAS, the city of Fountain Inn (the City) has a contract with Greenville County (the "County") to provide fire suppression and other fire protection related services to county residents residing outside the City Limits (the "Fire Service Area"); and

WHEREAS, in order to provide the required services to meet the requirements of the contract and to meet the fire protection needs to the residents of the Fire Service Area certain capital improvements (the "Capital Improvement Program") must be undertaken; and

WHEREAS, proper planning and management for the provision of the fire services in the Fire Service Area requires a long range, five year plan to keep up with and adequately respond to the growth and demand for service in the area; and

WHEREAS, it is the finding of the City Council, the Fountain Inn Fire Chief and the City Administrator that not only is the Capital Improvement Program necessary to adequately serve the needs of the residents of the Fire Service Area, but if implemented, will greatly enhance the level of those services; and

WHEREAS, the City provides a full time, professionally trained staff of firefighters certified as EMT's who continue to undergo rigorous additional training to be ready and skilled in fighting fires, saving lives and protecting property; and

WHEREAS, it is further finding of the City that the implementation of the Capital Improvement Plan will result in:

- Reduced response times for calls of service;
- Reduce ISO rating resulting in potential savings in homeowner's and commercial property insurance premiums;
- Enhance fire protection services being provided throughout the Fire Service Area; and
- The real potential for saving lives and increasing safety for firefighters.

NOW, THEREFORE, BE IT RESOLVED that Fountain Inn City Council hereby approves the Capital Improvement Plan for the Fire Service Area that is attached hereto and made a part hereof by reference.

IT IS FURTHER RESOLVED that the Mayor, City Council and the City Administrator design and carry forward a plan to implement the Capital Improvement Program and to seek adequate financing from Greenville County to fund the program.

DONE IN REGULAR MEETING THIS 11th DAY OF APRIL, 2024.

SIGNATURE OF MAYOR:

G. P. Mcleer, Jr.

ATTEST:

APPROVED AS TO FORM:

Elizabeth Adams

City Clerk

Michael Kozlarek

City Attorney

Description	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Engine Replacement (24-25; 25-26; & 27-28)	\$800,000	\$900,000	\$1,000,000	\$0	\$1,250,000	\$0
Radio Replacement	\$0	\$0	\$0	\$0	\$0	\$300,000
Training Center Build In Progress	\$1,000,000	\$0	\$0	\$0	\$0	\$0
Station 3 In Progress	\$6,000,000		\$0	\$0	\$0	\$0
Station Alerting text to voice	\$0	\$20,000	\$0	\$0	\$0	\$0
HQ	\$0	\$0	\$10,000,000	\$0	\$0	\$0
Bunker Gear Replacement Plan (5-6 sets a year)	\$0	\$25,000	\$25,000	\$40,000	\$40,000	\$50,000
Extrication Equipment	\$0	\$90,000	\$0	\$0	\$0	\$0
MDT Replacement Plan	\$0	\$15,000	\$0	\$15,000	\$0	\$15,000
Rescue Truck (trailer replacement)	\$0	\$200,000	\$0	\$0	\$0	\$0
Hose Tester (Reduce wear on trucks)	\$0	\$4,000	\$0	\$0	\$0	\$0
Hotel Packs (Support new mission)	\$0	\$16,000	\$0	\$0	\$0	\$0
Air Bags (Out of date)	\$0	\$25,000	\$0	\$0	\$0	\$0
Hydro Fussion (Support new mission)	\$0	\$25,000	\$0	\$0	\$0	\$0
Paratech Gold	\$0	\$0	\$100,000	\$0	\$0	\$0
Paratech Highway Kit	\$0	\$0	\$12,000	\$0	\$0	\$0
OTAP/TDMA upgrade for radios	\$0	\$7,000	\$0	\$0	\$0	\$0
Equipment and Hose 1.75, 2.5, 3, 5 inch	\$0	\$85,000	\$0	\$0	\$0	\$0
Mobile Command Trailer/truck (1/2 FD, 1/2 PD)	\$0	\$0	\$50,000	\$0	\$0	\$0
Station 2 Remodel	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Station 2 75' Ladder	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Station furnishing Replacement	\$0	\$0	\$0	\$0	\$0	\$50,000
	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0
Total	7,800,000	1,412,000	11,187,000	55,000	1,290,000	3,415,000

RESOLUTION NUMBER 2024-4

**A RESOLUTION CERTIFYING
CERTAIN REAL PROPERTY IN THE CITY OF FOUNTAIN INN
AS AN ABANDONED BUILDING SITE
(209-211 MAIN STREET; GREENVILLE COUNTY TMS NO. 0348000201800)**

WHEREAS, pursuant to the authority of Title 12, Chapter 67 of the Code of Laws of South Carolina, 1976, as amended ("Act"), upon the satisfaction of certain statutory requirements set forth in the Act, a taxpayer is eligible for certain tax credits in connection with the rehabilitation of abandoned buildings;

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose;

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain state income taxes, corporate license fees or insurance premium taxes, or a credit against local real property taxes;

WHEREAS, based solely on information provided by B&B Oxford LLC ("Taxpayer") is the owner and developer of certain real property located at 209-211 Main Street, Fountain Inn S.C. ("Property"), as referenced in that certain deed dated April 10, 2023 and recorded in the Greenville County Register of Deeds at Deed Book: DE 2685 and Page: 1545 and recorded April 10, 2023, which property is further identified on the Greenville County Tax Maps as TMS No. 0348000201800;

WHEREAS, Taxpayer has indicated to the City that Taxpayer intends to renovate the building on the Property as part of the rehabilitation of the Property ("Building Site"); and

WHEREAS, Taxpayer has indicated to the City that Building Site is located in the City's municipal limits;

WHEREAS, Taxpayer has requested that the City certify that the Building Site is an eligible abandoned building site as defined by the Act;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Fountain Inn, in Council Assembled that:

Section 1. Taxpayer has submitted to the City a request to certify the Building Site pursuant to Section 12-67-160 of the Act.

Section 2. Based solely on the information supplied by Taxpayer and the City's search of its business license records, the City hereby certifies (i) the Building Site constitutes an abandoned building as defined by Section 12-67-120(1) of the Act, and (ii) the geographic area of the Building Site contains one abandoned building and is consistent with Section 12-67-120(2) of the Act.

Section 3. This Resolution provides no tax relief whatsoever, and the City expresses no opinion regarding the availability of same to Taxpayer. This Resolution does not provide any approvals or permits related to the Property and/or the Building Site.

Section 4. This Resolution becomes effective at its date of adoption.

Adopted: _____

CITY OF FOUNTAIN INN, SOUTH CAROLINA

[CITY SEAL]

ATTEST:

APPROVED AS TO FORM:

Shawn M. Bell, ICMA-CM

From: S.C. PEBA <communications@peba.sc.gov>
Sent: Thursday, March 28, 2024 10:05 AM
To: Shawn M. Bell, ICMA-CM
Subject: Insurance eligibility for councilmembers

Follow Up Flag: Follow up
Flag Status: Flagged



South Carolina Public Employee Benefit Authority
Serving those who serve South Carolina

Dear employer:

On March 6, 2024, the PEBA Board of Directors voted unanimously to amend the definition of "Employee" for the purposes of eligibility to participate in the state insurance benefits program. This amendment allows councils of participating counties and municipalities to exercise a one-time, irrevocable option to exclude their councilmembers from the definition of "Employee."

Councils of currently participating counties and municipalities must [submit an addendum to their participation resolution](#) to PEBA no later than July 1, 2024, indicating whether their councilmembers will remain eligible Employees in the state insurance benefits program or if they will be excluded.

It is important to understand:

- This election applies to all members of the council and is irrevocable for the duration of the county or municipality's period of coverage in the state insurance benefits program.
- This election does not affect insurance eligibility for any other employees of the county or municipality other than councilmembers and does not apply to councilmembers' participation in the South Carolina Retirement Systems.
- If the council elects to exclude councilmembers from coverage, currently enrolled councilmembers will lose all coverage under the state insurance benefits program on the effective date of the addendum.
- Any loss of coverage due to this election is not a Qualifying Event under COBRA, and councilmembers who lose coverage will not be offered or eligible to enroll in COBRA coverage.

If you have questions about this addendum, email Insurance Operations at EmployerAudits@peba.sc.gov.

You must submit an addendum to PEBA via email at EmployerAudits@peba.sc.gov no later than July 1, 2024.

[Download addendum](#)

Counties and municipalities that join the state insurance benefits program in the future will be required to make this election when they submit their participation resolution.



803.737.6800 | 888.260.9430

www.peba.sc.gov

Monday-Friday, 8:30 a.m. - 5 p.m.

Serving those who serve South Carolina

Not all employers and members participate in a PEBA-administered retirement plan or insurance programs. Please disregard any information not applicable to you.

Data classification: public information

S.C. Public Employee Benefit Authority | 202 Arbor Lake Drive, Columbia, SC 29223

[Unsubscribe shawn.bell@fountaininn.org](mailto:shawn.bell@fountaininn.org)

[Constant Contact Data Notice](#)

Sent by communications@peba.sc.gov powered by





Addendum to Employer Resolution for Participation in the State Insurance Benefits Program regarding County/Municipality Councilmember Coverage

Complete the form below and submit via mail or email to:

S.C. PEBA
Attn: Insurance Employer Audit
202 Arbor Lake Drive
Columbia, SC 29223

EmployerAudits@peba.sc.gov

As an addendum to the resolution entered into by the _____ (Employer) for
County/Municipality Name

Participation in the State Insurance Benefits Program, the _____ Council of
County/Town/City

_____ (Council) hereby makes the following election regarding the eligibility of
County/Municipality Name

elected members of the Council to participate as active employees in the State Insurance Benefits Program (Program) offered by the South Carolina Public Employee Benefit Authority (PEBA) pursuant to Section 1-11-703 et seq. of the 1976 Code of Laws:

Select one only.

- ☐ Members of the Council will be considered Active Employees of the Employer for the purposes of participation in the State Insurance Benefits Program (*only available if Councilmembers are paid and are eligible for participation in the South Carolina Retirement Systems*); or
- ☐ Members of the Council will **not** be considered Active Employees of the Employer for the purposes of participation in the State Insurance Benefits Program.

In making this election, the Council hereby understands, acknowledges and agrees that:

1. The election made above is a material requirement for participation in the Program established by the PEBA Board of Directors and is irrevocable during the Employer's period of participation in the Program;
2. The election made above applies only to Councilmembers' participation in the Program, and does not affect Councilmembers' participation in the South Carolina Retirement Systems;
3. If the Council has elected to decline coverage, Councilmembers will not be considered Employees of the Employer, as that term is defined in the State Health Plan, for purposes of eligibility and participation in the Program, and will not be eligible for any benefit offered under the Program as an Active Employee by virtue of membership on the Council; service on the Council will not be taken into consideration for eligibility for retiree insurance coverage under

the Program; and the Council and Employer irrevocably waive and disclaim any rights the Employer or its Councilmembers may have regarding Councilmembers' benefits from the Program as a result of their service on the Council after the date of this election; and

4. The election made above will not be effective until it is received in good order and approved by PEBA, and nothing in this election alters any other obligations Employer has to properly and timely administer insurance benefits under the Program for other Employees of the Employer in accordance with the requirements established by PEBA.

IN WITNESS WHEREOF, we have hereunto set our hands and authority at the meeting of the

_____ Council of the _____
County/Town/City County/Municipality Name
County of _____, South Carolina, held at _____
County Location
this _____ day of _____, 20 _____.
Day Month

Signatures of Council Members

A majority must sign.

_____	_____
_____	_____
_____	_____
_____	_____

Certification

I _____, _____ of the aforesaid Employer, hereby certify
Name Title
that the aforesaid Council consists of _____ duly elected members, and that as stated above,
Number
_____ members voted in favor of the above Addendum.
Number

IN WITNESS WHEREOF, I have hereunto set my hand and the authority of the aforesaid Employer.

_____	_____	_____
Signature	Date	Employer Group Number