



AGENDA

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

FORMAL MEETING OF CITY COUNCIL

Thursday, September 12, 2024 - 6:00 p.m.

Citizens may access the meeting at the following YouTube address:
<https://www.youtube.com/@cityoffountaininn3536>

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Introduce New Employees
 - a. Jesse Boice, Police
Jeffrey Breazeale, Police
Nathan Booden, Recreation
Evarista Reco, Recreation
Taya Steele, Recreation
4. Public Hearing on Municipal Budget Amendment
5. 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.
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.
 - a. Minutes of the August 8, 2024 Regularly Scheduled Council Meeting
 - b. Corrected Minutes of the July 11, 2024 Regularly Scheduled Council Meeting
7. City Administrator's Report - Shawn M. Bell
 - a. Department Reports

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

8. Unfinished Business

- a. Second and final reading of Ordinance 2024-7 an ordinance to update and amend the FY 2025 budget for the City of Fountain Inn to account for appropriations made by City Council through the fiscal year.
- b. First reading of Ordinance AXZ 2024-04 to provide for the annexation of the property described herein to the city limits of the City of Fountain Inn; to establish a zoning classification therefore; to assign the annexed property to a Council Ward; and other related matters (Durbin, Jones and Happy Valley Roads.)
- c. Second and final reading of Ordinance AXZ 2024-05 to provide for the annexation of the property described herein to the city limits of the City of Fountain Inn; to establish a zoning classification therefore; to assign the annexed property to a Council Ward; and other related matters (101 Milacron Dr).

9. New Business

- a. First and Final reading of Resolution 2024-6, Committing the City of Fountain Inn to providing a local match for a Municipal Association of South Carolina Hometown Economic Development Grant and following its procurement policy when securing services and products with grant funds.
- b. First Reading of Ordinance 2024-8 amending chapter 11 (licenses and business regulations), article II (business license), specifically section 11-37 (delinquent license taxes, partial payments) of the city code of ordinances of the City of Fountain Inn, South Carolina, 1992, as amended ("City Code") regarding business license penalties, and providing for related matters.
- c. Authorizing the City Administrator to execute an agreement with LS3P Associates to provide architectural and engineering services for a new Municipal Complex
- d. Barton Hollow developers requested a major change to the Statement of Intent to allow a self-storage facility on Hwy 651 to be allowed within the commercial area.

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

- a. The receipt of legal advice where the advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege or the position of the public agency in other adversary situations involving the assertion against the agency of a claim—local option sales tax.

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

- b. 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, settlement of legal claims – Parsons Street – SC Code 30-4-70(a)(2).
- c. Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee in the Public Works Department.
- d. The receipt of legal advice relating to matters covered by the attorney-client privilege - Habitat for Humanity of Greenville County

11. Adjourn

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

FOIA Compliance – Public notification of this meeting has been published, posted, and distributed in compliance with the Freedom of Information Act and the City of Fountain Inn's requirements.



MINUTES FORMAL MEETING OF CITY COUNCIL

Thursday, August 8, 2024 - 6:00 p.m.

1. Call to Order

Mayor McLeer called the meeting to order at 6 p.m.

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

2. Invocation and Pledge of Allegiance

3. Introduce New Employees

Chief Fortenberry introduced his employees: Gracen Bedwell, Diego Loyola, Dana Potter and Major Chad Richardson

- a. Rashell Bobo, Finance**
Gracen Bedwell, Police Department
Diego Loyola, Police Department
Dana Potter, Police Department
Chad Richardson, Police Department

4. Presentations

- a. FY23 Audit Presentation**
Grant Davidson with Mauldin Jenkins presented the FY23 Audit.
- b. Main Street South Carolina Inspiration Award - Outstanding Business Development Program (City's Grant Program)**
Jenny Boldware with Main Street Program presented the award.
- c. MASC Achievement Award - Population 10,001-20,000 (Sanctified Hill Park)**
Naomi Reed presented the MASC Achievement Award.

5. 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.

Susan Stewart spoke against the Durbin/Jones annexation.

Debbie Alphin with the Younts Center and introduced their Motown production.

Dr. Johnson spoke against the Durbin/Jones annexation.

Nicholas Meyers with Pulte, the developer for the Durbin/Jones property, spoke in favor of the annexation.

Richard Jones from the Greenville Group spoke in favor of the annexation.

Ashley Riddle spoke against the Durbin/Jones annexation.

Chrissy Drake with Bluewater Civil Design spoke in favor of PZ 2024-03.

Nancy Garrison spoke against the Durbin/Jones annexation.

Charles Greer with the Pulte Group, spoke in favor of the annexation.

Kay Houck spoke against the Durbin/Jones annexation.

Michelle Ronaldo spoke against the Durbin/Jones annexation.

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 Councilman Clemmer, second by Councilman Thomason to approve Consent Agenda.

The motion carried unanimously 7/0.

a. Draft Minutes of the Regularly Scheduled Council Meeting on July 11, 2024

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

Mr. Bell highlighted the following information:

Citywide phone number update 864-531-0644

Municipal complex Request for Qualifications design team contract for September approval

Two sounds of summer events are left

Fire Department - Chief Alexander completed the chief's academy, deployed in Columbia along with Mr. Garrett and Mr. Dixon. Fire Station Three is waiting on two more readings from Greenville County.

Police Department - recruiting is going well, two new hires starting August 19, and 3 openings are left but they are close to full staff

Natural Gas- employees completed 20 hours of training per employee, meter reading cycles

Everyone is invited to the Inn the Zone zoning rewrite workshop on Thursday August 13 and Friday at 8:30 a.m.-10 a.m.

Recreation- flag football, tackle volleyball, miracle league registration is ongoing, basketball summer camps update.

Chamber Night at Flour Field
Younts Center Motown final weekend is approaching.

a. Department Reports

8. Unfinished Business

- a. 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.**

Motion by Mayor McLeer, seconded by Councilman Clemmer to approve the 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. The motion carried unanimously 7/0.

9. New Business

- a. First reading of Ordinance AXZ 2024-04 to provide for the annexation of the property described herein to the city limits of the City of Fountain Inn; to establish a zoning classification therefore; to assign the annexed property to a Council Ward; and other related matters (Durbin, Jones and Happy Valley Roads.)**

Motion by Mayor McLeer to approve the first reading of Ordinance AXZ 2024-04, seconded by Mayor Pro Tem Don.

Discussion held.

Motion by Mayor McLeer, seconded by Mayor Pro Tem Don to carryover the item to the September meeting. The motion passed with a vote of 5/2 with Councilman Garrett and Councilman Thomason voting against.

- b. First reading of Ordinance AXZ 2024-05 to provide for the annexation of the property described herein to the city limits of the City of Fountain Inn; to establish a zoning classification therefore; to assign the annexed property to a Council Ward; and other related matters (101 Milacron Dr).**

Motion by Mayor McLeer, seconded by Councilman Clemmer to approve First reading of Ordinance AXZ 2024-05 to provide for the annexation of the property described herein to the city limits of the City of Fountain Inn; to establish a zoning classification therefore; to assign the annexed

property to a Council Ward; and other related matters (101 Milacron Dr). The motion carried unanimously 7/0.

c. Appoint Deputy Court Clerk Kelly Santora as a Ministerial Recorder

Motion by Councilman Garrett, seconded by Councilman Sanders to appoint Deputy Court Clerk Kelly Santora as a Ministerial Recorder. The motion carried unanimously 7/0.

d. Authorize the City Administrator to executive an agreement with Spartan Fire and Emergency Apparatus for the purchase of two Pierce Fire Engines

Motion by Mayor McLeer, seconded by Councilman Thomason to authorize the City Administrator to executive an agreement with Spartan Fire and Emergency Apparatus for the purchase of two Pierce Fire Engines. The motion carried unanimously 7/0.

e. First Reading of Ordinance 2024-7 an ordinance to update and amend the FY 2025 budget for the City of Fountain Inn to account for appropriations made by City Council through the fiscal year.

Motion by Councilman Sanders, seconded by Councilman Blackstone to approve First Reading of Ordinance 2024-7 an ordinance to update and amend the FY 2025 budget for the City of Fountain Inn to account for appropriations made by City Council through the fiscal year. The motion carried unanimously 7/0.

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

No executive session was held.

11. Adjourn

Mayor McLeer adjourned the meeting at 7:37 p.m.



MINUTES
FORMAL MEETING OF CITY COUNCIL

Thursday, July 11, 2024 - 6:00 p.m.

1. Call to Order

Mayor McLeer called the meeting to order at 6 p.m.

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

2. Invocation and Pledge of Allegiance

3. Introduce New Employees

Chief Fortenberry introduced Becky Sulligan Simard and Jason Wilcox. Lori Cooper introduced Chris Saraf and Marcos Bodon

a.	Christie Mitchell	Finance
	Becky Sulligan Simard	Police
	Jason Wilcox	Police
	Chris Saraf	Public Works
	Marcos Bodon	Public Works

4. Presentation

a. Inn the Zone, Zoning Rewrite- Carroll Williamson

Mr. Williamson covered the Inn the Zone rewrite

5. 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.

Sarah McBride spoke about the atmosphere of police officers in Fountain Inn

Erik Stoddard chose not to speak

Aletha Brown lives on Garrett Street and would like to add sidewalk for student's safety

Chrissy Drake with Bluewater Civil spoke in favor of PZ 2024-03
Alex Dmyterko with Streams Development spoke in favor of PZ 2024-03

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 Councilman Thomason, seconded by Councilman Garrett to approve the Consent Agenda. The motion carried unanimously 6/0.

- a. Draft Minutes for Budget Workshop on June 11, 2024**
- b. Draft Minutes for Regularly Scheduled City Council Meeting on June 13, 2024**
- c. Draft Minutes of Special Called Meeting on June 25, 2024**

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

Mr. Bell covered the following information: Interstate welcome signage is complete at both exits, woodside streetscape project had a few issues with DOT but work has resumed. Woodside connector pedestrian bridge will begin soon. Main Street streetscape lighting and electrical needs, street easements are needed. Depot Street stage cover will be operational tomorrow then a ribbon cutting ceremony on July 26. Parking lot revitalization are complete. \$1.3 million state funds for municipal complex design. Fire debt millage was approved by Greenville County Council then it will have three readings from the County. Natural gas meter reading cycles were combined. Inn the Zone, Zoning Rewrite will have community input sessions on August 15 at 6 p.m. and August 16 at 8:30 a.m. Police Department's National Night Out will be held on on August 6. Recreation department will host a community game night. Flag and tackle football registrations are coming up. Miracle league registration is now open along with basketball summer camps. Fitness in the park is held from 1030-11am. 55+ night out at the Mill in Fountain Inn. Chamber is hosting a Loan 101 information session.

a. Department Reports

8. Unfinished Business

- a. 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**

Discussion held.

Motion by Mayor Pro Tem Don, seconded by Councilman Blackstone to approve 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.

9. New Business

No new business.

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

Motion by Councilman Clemmer, seconded by Councilman Thomason to enter into Executive Session. The motion carried unanimously 6/0.

- 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 – 610 N. Woods Drive.**
- b. The receipt of legal advice where the advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege or the position of the public agency in other adversary situations involving the assertion against the agency of a claim—local option sales tax.**

11. Adjourn

No action was taken during Executive Session. Mayor McLeer adjourned the meeting.

CITY ADMINISTRATOR REPORT



Agenda Date: September 12, 2024

To: Mayor and City Council

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

Administration

- Woodside Streetscape
 - Light poles have been installed; only landscaping remains
 - Expected completion by the end of October
- Main Street Streetscape
 - Processing an easement for electrical needs
 - Project still estimated to go out to bid in late 2024
- Woodside Connector
 - Bridge beams are expected to be delivered by the end of September
 - The old path has been removed, and the base for the new path is being constructed
 - Expected completion by the end of October
- Parking Lot revitalizations
 - In the design stage for converting the old Natural Gas/Public Works parcel into a downtown parking lot
 - The Splash Pad parking lot string lights and poles have been reinstalled
- Greenville County Capital Project Sales Tax referendum on November 5th
 - Five intersection improvements/safety projects in the City limits totaling \$18,900,000
 - 48 road repaving/resurfacing projects in the city limits totaling \$14,755,400
 - **\$33,655,400** in projects within the City of Fountain Inn

Community Relations

- Upcoming Events
 - Farmer's Market
 - Saturday mornings from 8:00 a.m. - noon until September 28th
 - Civics Academy
 - Free one-day course on October 19th from 9:00 a.m. - 4:00 p.m.
 - <https://www.fountaininn.org/416/Civics-Academy>
 - Jeepers Creepers
 - October 26th from 6:00 - 9:00 p.m.
 - <https://www.mainstreetfountaininn.com/jeepers-creepers-cruise-inn>

Fire

- 176 calls for service in August 2024 (1,542 Y-T-D)
 - 20% overlapping calls
- Two cardiac arrest saves
- Assisted with a commercial structure fire in downtown Clinton
- Fire Station #3
 - Greenville County Council approved our request to increase the Fire Service Area (FSA) debt millage by 7.9 mills to pay 50% of the proposed Fire Station #3 (\$3.8 million)

Human Resources

- Fire
 - Fire Marshal - One vacancy; offer accepted with a September 10th start date
 - Firefighter - Two vacancies; applications under review
 - Part-Time Firefighter – applications under review
- Planning & Development
 - Code Enforcement Officer – One vacancy; applications under review
- Police
 - Patrol Officer - Two vacancies; interviews scheduled & candidates in process
 - Records Technician - One vacancy; interviews held
 - Dispatch - One vacancy; interviews held
- Public Works
 - Public Works Director - One vacancy; executive search agency engaged
 - Sewer/Stormwater Supervisor - One vacancy; interviews scheduled
- Recreation
 - Recreation Supervisor – One vacancy; applications under review
 - Recreation Coordinator – One vacancy; offer accepted, and start date is TBD
 - Part-Time Rentals - interviews scheduled

Natural Gas

- Gas Supply
 - Deliveries for August 2024
 - Gas volume of 39,832 Dekatherms
 - Gas consumption for August 2024 was 6.5% lower than August 2023 and 5.8% lower than the August three-year average
- Gas Prices/Rates
 - The price of natural gas for September 2024 settled at \$1.930 per Dekatherm, representing a \$0.03 decrease from August's price
- Operations

- Key Indicators
 - 3,721 feet of new service lines (75) were installed
 - 27,449 feet (556) installed Y-T-D
 - 15,988 feet of new main lines were installed
 - 87,133 feet installed Y-T-D
 - Average of 24.7 hours of training per employee Y-T-D
 - 12,209 active customers

Planning & Development

- Building & Codes
 - August 2024
 - 37 permits issued with a total valuation of \$26,067,858
 - 501 inspections
 - 30 residential plan reviews and one commercial plan review
 - 39 certificates of occupancy issued
- INN The Zone: Zoning Ordinance & Land Development Regulations Update
 - Project webpage: www.fountaininn.org/460/Zoning-Update

Police

- Key Indicators for August 2024
 - 1,951 calls for service
 - 12,910 Y-T-D
 - 299 inbound 911 calls
 - 198 citations issued
 - 1,087 Y-T-D
 - 264 warnings issued
 - 1,733 Y-T-D
 - 48 collisions
 - 249 Y-T-D
- Awards
 - FIPD named Alcohol Enforcement Team Agency of the Year
 - Officer Atwood named Alcohol Enforcement Team Officer of the Year
- Upcoming Events
 - Coffee with a Cop sponsored by Steam Coffee and Cream (113 South Main Street) on September 30th from 9:00 - 10:30 a.m.
 - Walk for Domestic Violence Awareness on October 5th at 9:00 a.m.

Recreation

- Registration
 - Basketball and Wrestling registration begins on September 30th
- 55+:
 - Trip to Justus Orchards with lunch at *A Day in the Country* in October
 - *Fall Inn to Fitness*: Outdoor fitness program during October and November, including yoga, aerobics, scavenger hunt, and concluding with 2nd annual Turkey Trot

Chamber of Commerce

- 41st Annual Aunt Het Fall Festival on October 5th from 9:00 a.m. - 5:00 p.m.
- 2024 Sporting Clays Tournament at The Clinton House on November 1st

Younts Center for Performing Arts

- A Night at the Younts: Curtain Call Fundraiser
 - September 19th at 6:00 p.m.
- Uplift: A Gospel Concert
 - September 20th -21st and September 27th - 28th at 7:30 p.m.
 - September 21st - 22nd and September 28th - 29th at 3:00 p.m.
- Celebrate! Ignite Theatrical: A Benefit Concert (Broadway Music)
 - October 11th at 7:30 p.m.
- Disney's Frozen, Jr.
 - October 18th -19th and October 25th - 26th at 7:30 p.m.
 - October 19th - 20th and October 26th - 27th at 3:00 p.m.
- A Christmas Carol - The Musical
 - December 6th - 7th and December 13th - 14th at 7:30 p.m.
 - December 7th - 8th and December 14th - 15th at 3:00 p.m.

Assistant City Administrator – August 2024

PROJECT HIGHLIGHTS

- **Main Street, Street Scape.** Still processing the easement for the electrical needs of the streetscape. Estimate that the project will go out to bid late 2024.
- **Woodside Streetscape.** Electricians working on pole basis, poles have been installed. Landscaping has been adjusted to better mirror landscaping on Main St. Project is planned to be completed by end of October.
- **Woodside Connector.** Bridge beams are due for delivery middle of September. Old connector path has been removed and base for the new path is being constructed. Entire project will be completed by end of October.
- **Durbin Creek Sewer Rehabilitation.** Lining is ongoing, project must be completed by July 2026.
- **Parking Lot Revitalization Project.** Splash pad parking lot string light poles have been reinforced, and lights reinstalled. Have started designs for the old utilities complex parking lot. Will add 4 ADA accessible spots and approximately 61 additional spots for the downtown area.
- **Stormwater Model.** The engineering team has developed the watershed map for Fountain Inn for current and future land uses. The Engineering team plans on having a full report by the end of October.
- **Municipal Complex.** Received funding for the Engineering for the new municipal complex. Work on a contract and the proposed bidding mechanism.
- **Fire Station #3.** Initial estimates are over budget, Chief Alexander has further reduced costs for the station. FSA increase has passed the first reading for Greenville County Council.

September 2024 Council Report

Websites by the Numbers



Sessions

18K



Top Metrics

12.7K Users

61% Engagement Rate

02:00 Average Session
Duration

Social Connection Year to Date

Impressions

1,689,771

Engagements

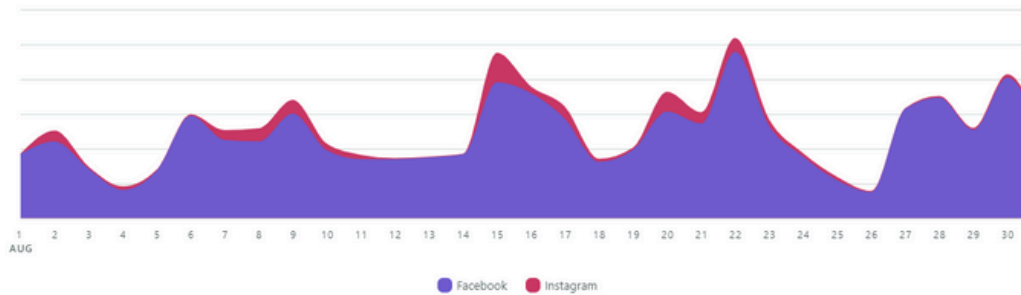
95,792



Impressions

How your content was seen across networks during the reporting period.

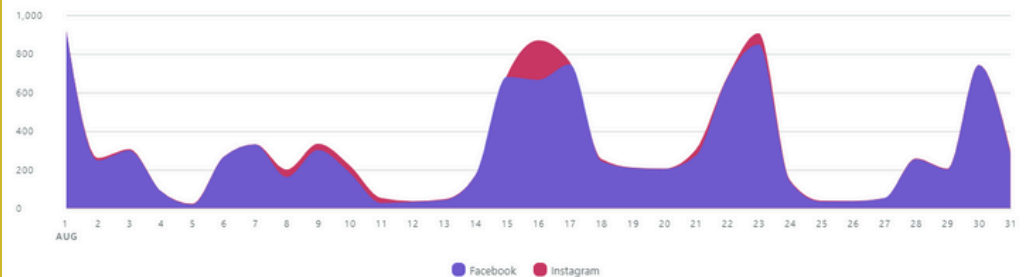
Impressions, by Day



Engagement

See how people are engaging with your posts during the reporting period.

Engagements, by Day



August Numbers



Impressions

157,708

Engagements

9,904

Post Clicks

176



Fountain Inn in the News

- Fountain Foods Market now open in downtown Fountain Inn | Upstate Business Journal | upstatebusinessjournal.com

Downtown in August



Visits

#111.1K

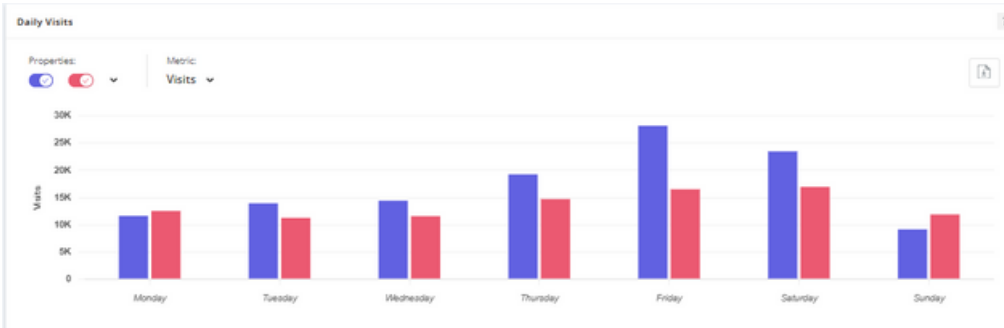
Visitors

#54.1K

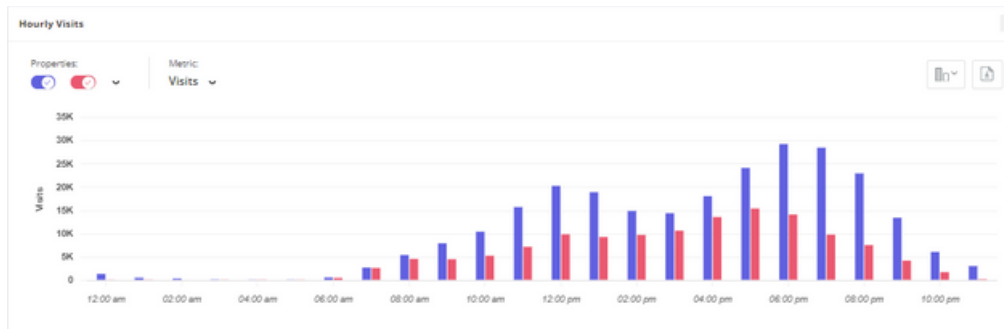
Visit Frequency 2.05

Visitor Information

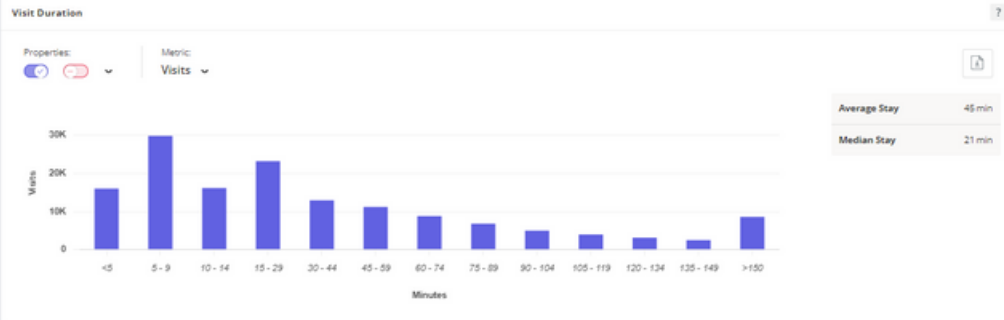
Daily Visits



Hourly Visits



Length of Stay



Visit Trend



In 2024

Visits

#891K

Visitors

#176.3K

Average

Dwell Time

44Min

Visit

Frequency

5.05 visits

Events

Past Events

- Juneteenth Soul Food Festival
 - June 15th, 2024 | 12pm - 6pm
 - Total Attendance: 6,100
- Fireworks Spectacular
 - June 29th, 2024 | 6pm - 10pm
 - Total Attendance: 9,800
- Sounds of Summer Concert Series
 - May 24th - August 16th, 2024
 - Total Attendance: 33.7K

Current/Upcoming Events

- Farmers Market
 - May 25th, 2024 - September 28th, 2024 | 8am - 12pm
- Aunt Het Fall Festival
 - October 5, 2024 | 9am - 5pm
- Jeepers Creepers Cruise Inn
 - October 26, 2024 | 6pm - 9pm

Event Impacts

Visits

in 2024

66,200

September Council Report

Facade Grant Update

August 2024 Update.

The grant program which has included three separate grants now has been consolidated into one all-inclusive grant. The grant is a 75% match up to \$10,000. A new application has been developed and is available.



Downtown Investment 2023

\$5,990,000

FINANCE – ACCOUNTING DIVISION DEPARTMENT SUMMARY

Monthly Highlights

Annual Audit

Auditors, Mauldin & Jenkins, have completed the FY23 audit. They are scheduled to start fieldwork for FY24 audit on September 9, 2024. Finance will continue to work toward closing FY2024 and providing the auditors with the needed information.

Business License

PERFORMANCE INDICATORS	CURRENT	Y-T-D	PRIOR YEAR
TOTAL BUSINESS LICENSES ISSUED	39	98	1,174
TOTAL BUSINESS LICENSE REVENUE	\$33,285	\$120,265	\$1,588,588
HDL – COLLECTED REVENUE	*N/A	*N/A	\$59,517

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

Hospitality

PERFORMANCE INDICATORS	CURRENT	Y-T-D	PRIOR YEAR
TOTAL COMPANIES/FOOD TRUCKS	50	50	60
TOTAL HOSPITALITY TAX REVENUE	*\$65,521	*\$65,521	\$670,354

**Revenue is collected in subsequent month. Revenue reported is for transactions through 7/31/2024.*

FINANCE – UTILITY BILLING DIVISION

Monthly Highlights

City Council approved an increase in our monthly Natural Gas facility fees. The residential and small commercial facility fee increased from \$9 to \$10 and the medium/large commercial and the industrial facility fees increased from \$101 to \$111. The fee change took effect on August 1st, 2024. We have also successfully combined our two large residential billing cycles into one cycle.

Service Lines	Current	YTD	Prior Year
New Service Line Applications	74	146	1,062
Service Lines Completed	73	152	906
Total Amount Billed	Current	YTD	Prior Year

Total Gas Billed	\$126,046	\$166,684	\$11,209,147
Aging 30 days	\$-5,463	\$-5,463	\$799
Aging 60 days	\$3,325	\$3,325	\$7,818
Aging 90 days	\$2,535	\$2,535	\$-15,083
Aging 120+ days	\$363,400	\$363,400	\$372,323
New Applications	Current	YTD	Prior Year
New Customer Applications	209	413	2,457
Customer Service Statistics	Current	YTD	Prior Year
Incoming Phone Calls	1,490	2,974	24,162
Credit Card Payments	8,279	15,153	88,132
ACH Payments	1,816	3,078	18,182
Cash & Check Payments	3,559	5,595	121,691

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



Police Department *August 2024 Monthly Report*



**The Fountain Inn Police Department
awarded
Alcohol Enforcement Team Agency of the Year**

**Officer Atwood
awarded
Alcohol Enforcement Team Officer of the Year**



A large crowd of people is gathered on a street for a community event. In the foreground, several people are sitting at wooden picnic tables, while others are walking around. A white food truck with 'Burger King' branding is parked on the right side of the street. In the background, a red fire truck is visible. The scene is set in a residential area with trees, utility poles, and a cloudy sky.

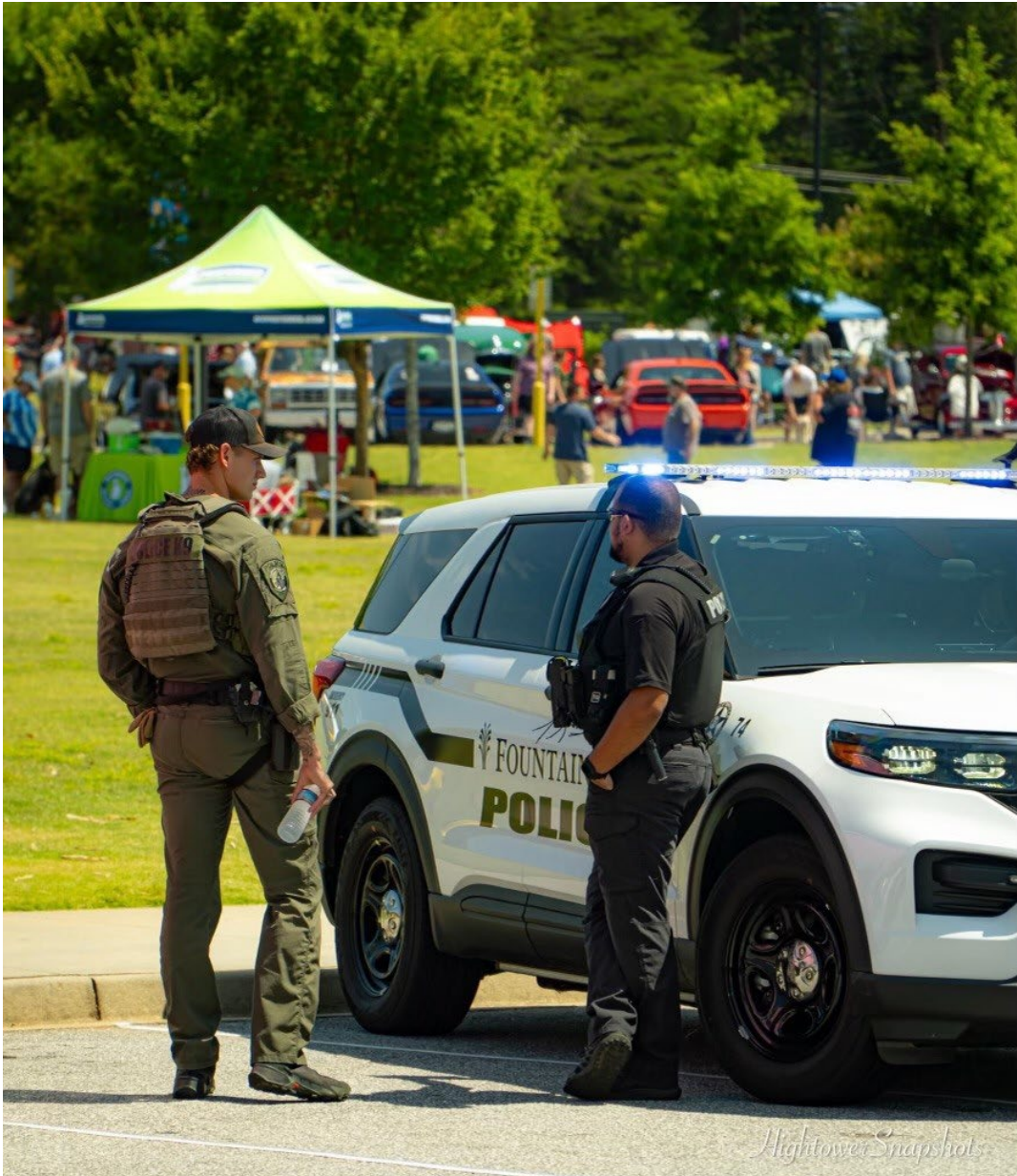


National Night Out





LEO Santa Car Show





Major Richardson Swearing-In Ceremony



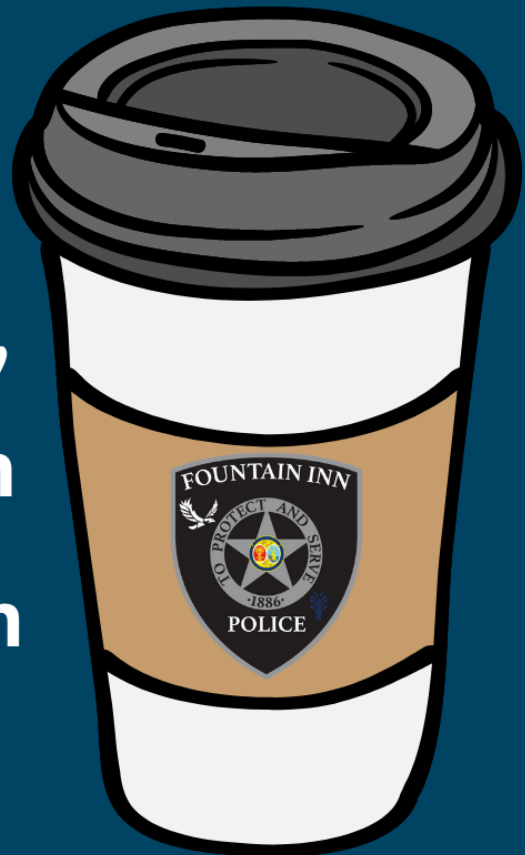
Coffee with a cop

Sponsored by
Steam Coffee and Cream

September 30th

9am to 10:30 am

113 S Main St.





Walk for Domestic Violence Awareness

Fountain Inn Police Department

October 5th | 9 am

200 N Main St.



FOUNTAIN INN

est 1886

contact felisha.miller@fountaininn.org





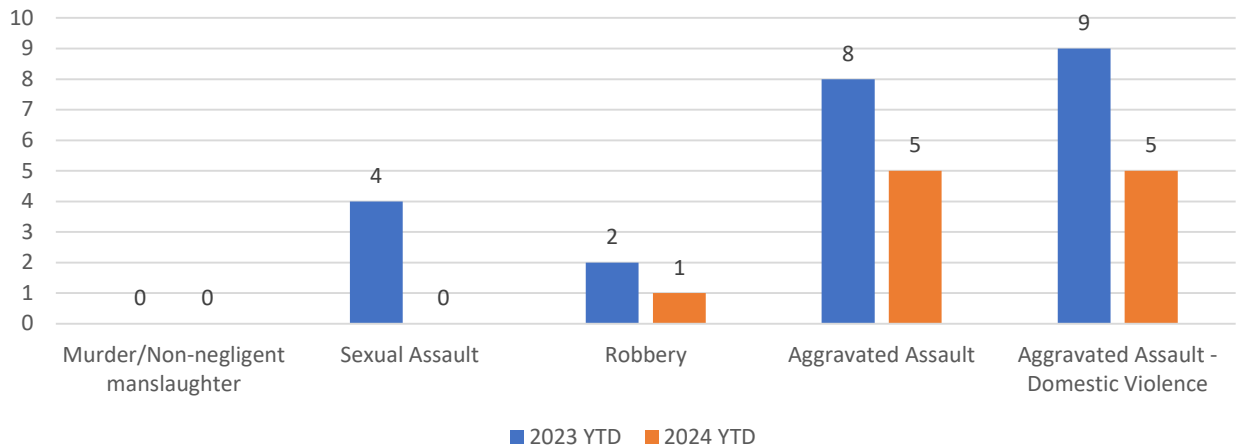
Violent Crime

Crime Type	Aug 2023	Aug 2024	Difference	2023 YTD	2024 YTD	Difference
Murder/Non-negligent manslaughter	0	0	0	0	0	0
Sexual Assault	0	0	0	4	0	-4
Robbery	0	0	0	2	1	-1
Aggravated Assault	1	1	0	8	5	-3
Aggravated Assault - Domestic Violence	0	0	0	9	5	-4
Total Violent Crime	1	1	0	23	11	-12

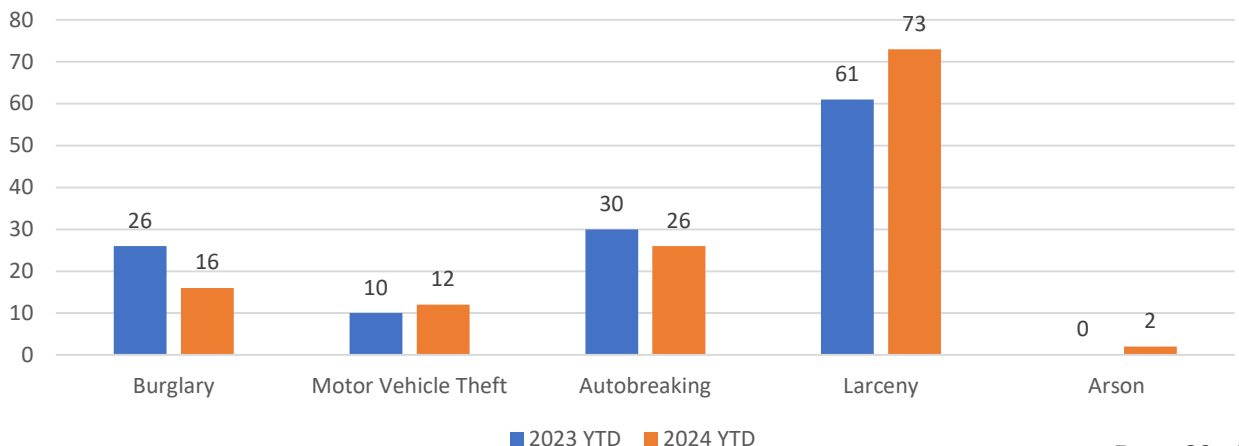
Property Crime

Crime Type	Aug 2023	Aug 2024	Difference	2023 YTD	2024 YTD	Difference
Burglary	0	1	1	26	16	-10
Motor Vehicle Theft	3	0	-3	10	12	2
Autobreaking	1	2	1	30	26	-4
Larceny	10	6	-4	61	73	12
Arson	0	0	0	0	2	2
Total Property Crime	14	9	-5	127	129	2
Total Part I Crime	15	10	-5	150	140	-10

Violent Crime - YTD Comparison



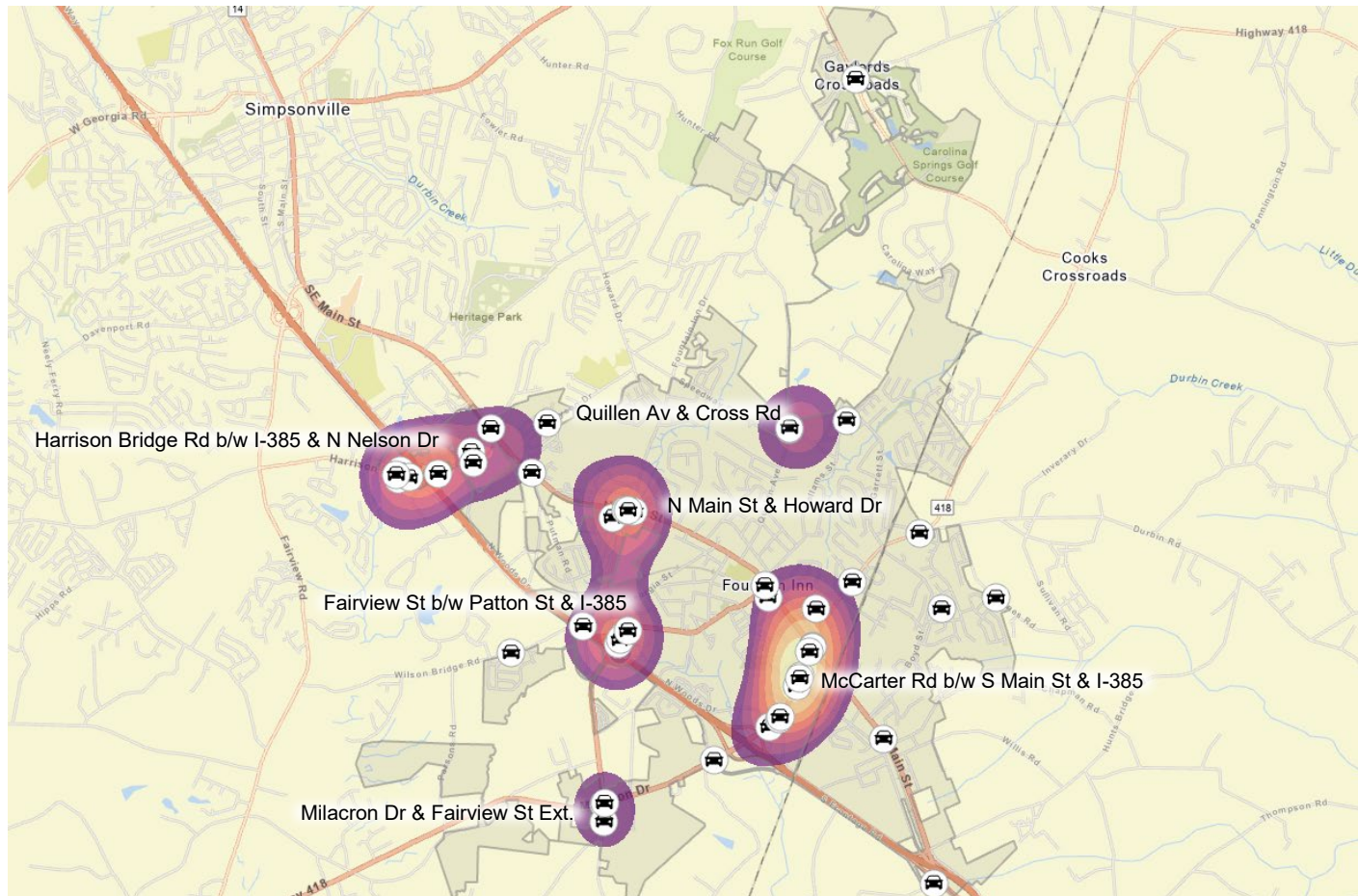
Property Crime - YTD Comparison



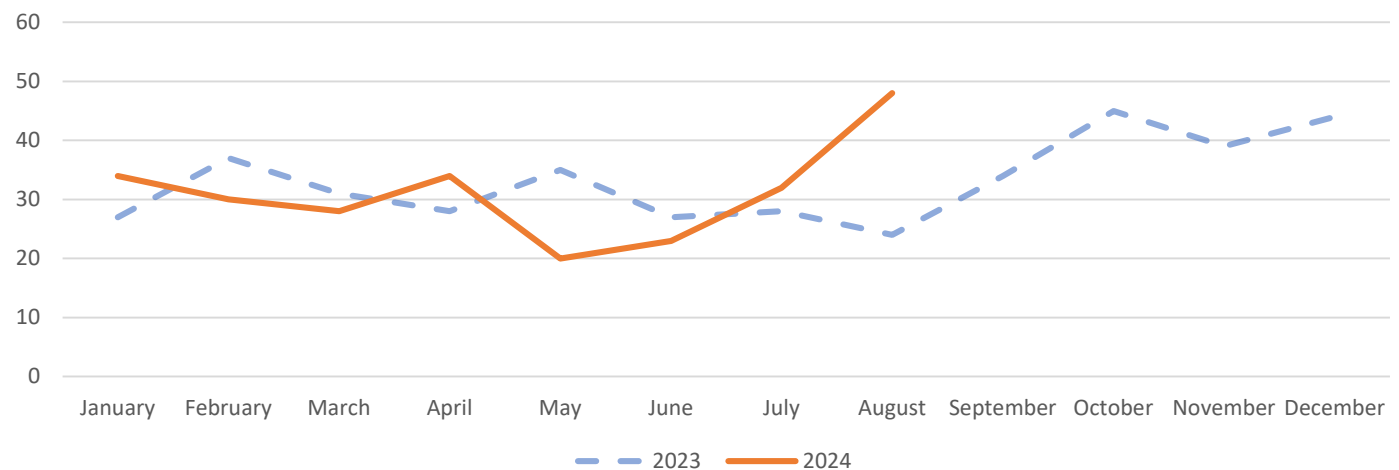


Collision Statistics/Map

Collisions	Aug 2023	Aug 2024	Difference	2023 YTD	2024 YTD	Difference
Count	24	48	24	237	249	12



Collisions by Month - 2023/2024





Collisions by Day of Week and Hour - August 2024								
Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Grand Total
12 AM			1					1
4 AM					1			1
6 AM		1				1		2
7 AM		2				1	1	4
8 AM			1	1		2		4
9 AM				1	1			2
10 AM	1	1			1			3
11 AM					1	1	1	3
12 PM	1	1	2		1		2	7
1 PM		1	1		2			4
2 PM		1	1					2
3 PM		1	1	1	1			4
4 PM			1	1	2			4
5 PM					1		1	2
6 PM			1					1
7 PM			1	1				2
8 PM		1	1					2
Grand Total	2	9	11	5	11	5	5	48

Hot Day for Collisions in August
 Tuesdays/Thursdays – 11 collisions
Hot Time Range for Collisions in August
 1200-1259 – 7 collisions

Primary Contributing Factor	Count
Failed to Yield Right of Way	14
Disregarded Signs, Signals, Etc	6
Followed Too Closely	6
Driving Too Fast for Conditions	3
Improper Lane Usage / Change	2
Under the Influence	1
Ran off Road	1
Other Improper Action	1
Brakes	1
Tires / Wheel	1
Unknown (driver)	1
Distracted / Inattention	1
Exceeded Authorized Speed Limit	1
Made an Improper Turn	1
Grand Total	40

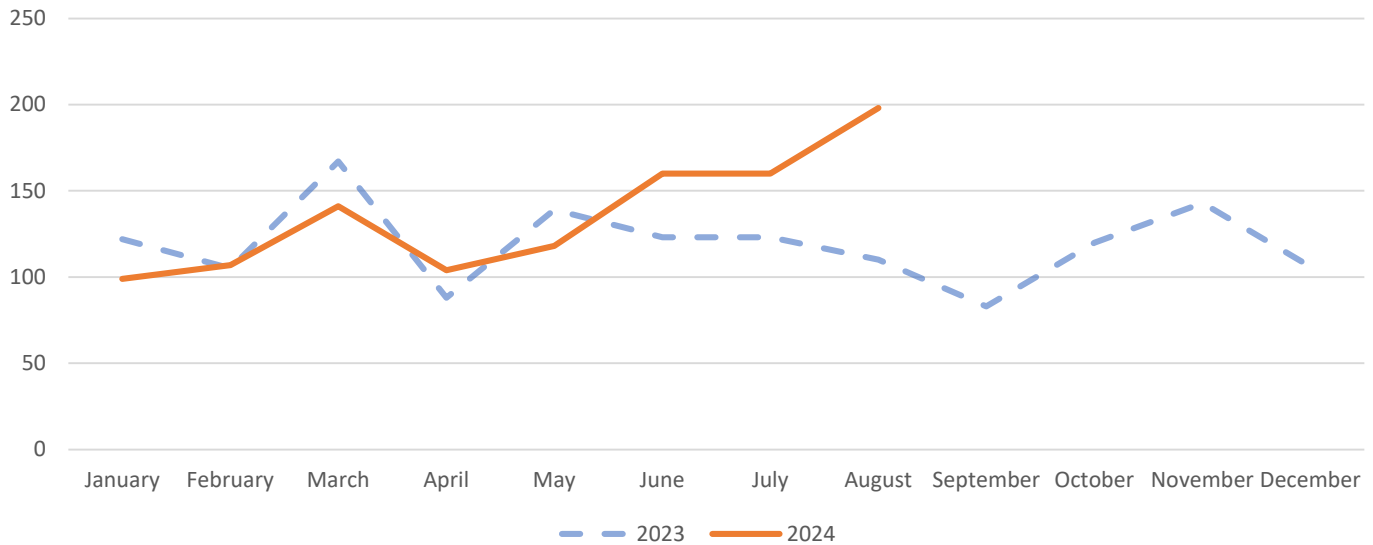
*Does not include 8 private property collisions



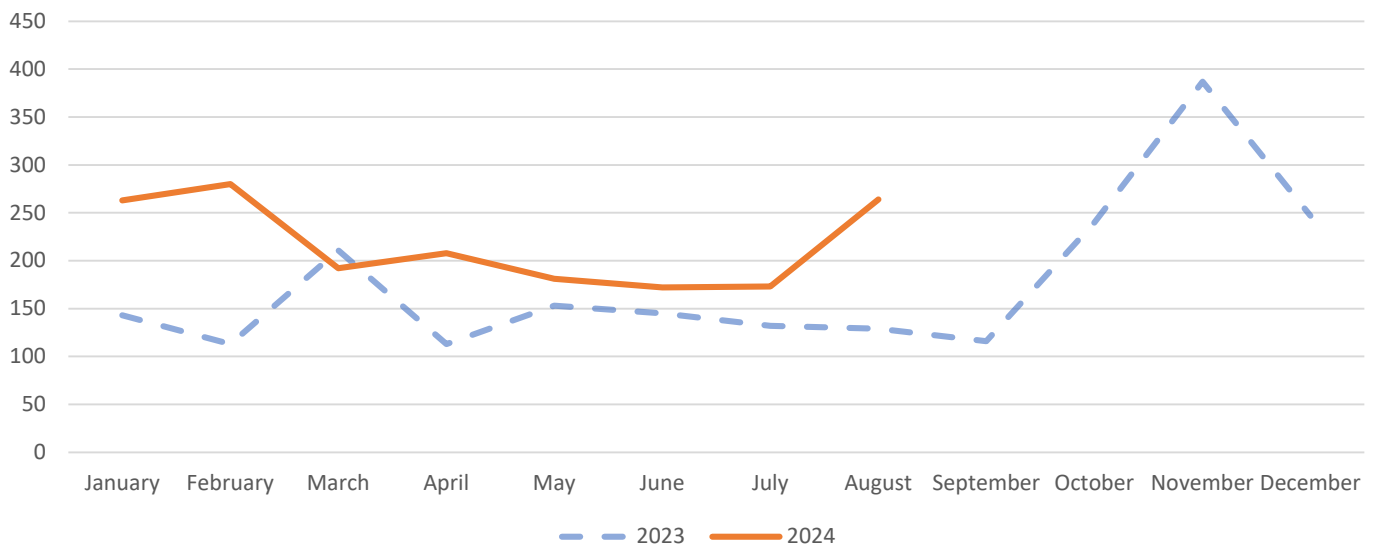
Citation/Warning Statistics

Contact Type	Aug 2023	Aug 2024	Difference	2023 YTD	2024 YTD	Difference
Citations	110	198	88	977	1,087	110
Warnings	129	264	135	1,139	1,733	594

Citations by Month - 2023/2024



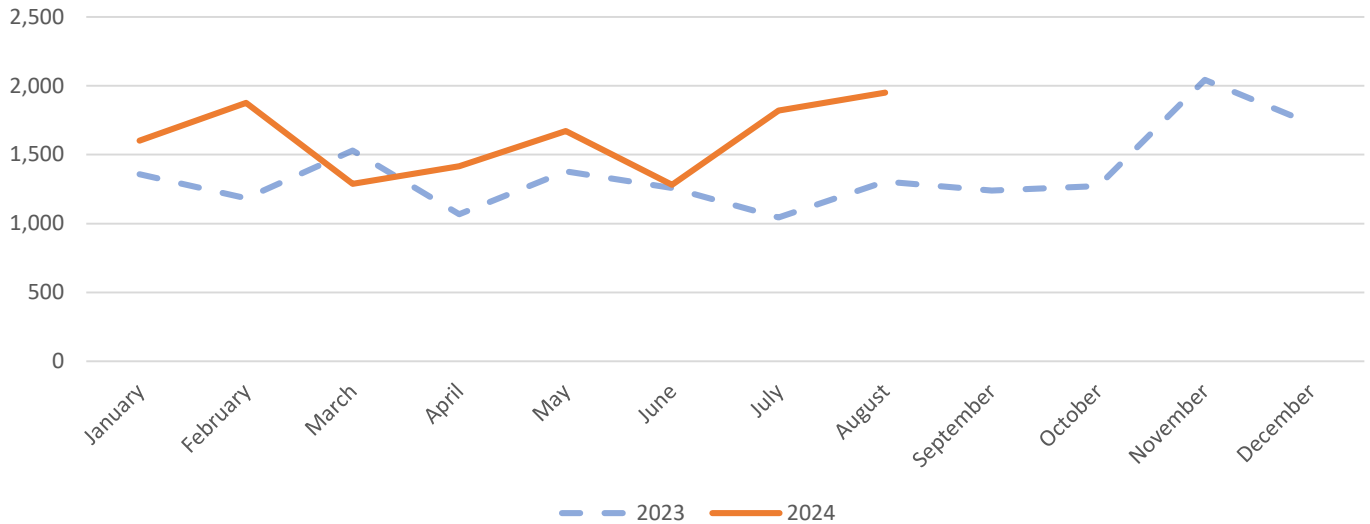
Warnings by Month - 2023/2024





Calls for Service Comparison					
Aug 2023	Aug 2024	Difference	2023 YTD	2024 YTD	Difference
1,304	1,951	647	10,125	12,910	2,785

Calls for Service by Month - 2023/2024



Communications Call Summary Report

August Call Summary				
Call Type		Aug 2023	Aug 2024	% Change
911	Inbound	275	299	8.7%
	Inbound	1,639	1,697	3.5%
	Outbound	621	782	25.9%

FIRE – FIRE DEPARTMENT SUMMARY

Summary of Monthly Events

- 176 calls for August (YTD 1542)
- Multiple trainings completed
- 19.89% overlapping calls (YTD 24.97)
- 2 Cardiac Arrest saves by crews.
- Multiple members assisted with Hurricane response to multiple parts of the state
- Assisted with commercial structure fire in Clinton

DEPARTMENT HIGHLIGHTS

Current Projects

- FF Moultrie is working on final details for Open House
- Multiple plan reviews and building surveys are being completed
- Truck committee completing final details to confirm engine spec is correct

Upcoming

- Diaz will be graduating recruit school Sept 13, 2024
- Open House in Oct
- FM Rodney Crenshaw starts with us on Tuesday Sept 10







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

Home Department**	July Headcount	August Hires / Transfers In	August Terms	August Transfers Out	August 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	11	0	0	0	11	0	3	0	8	0	0
000417 / Human Resources	2	0	0	0	2	0	0	1	1	0	0
000421 / Police	37	3	0	0	40	0	2	4	33	0	1
000422 / Fire	33	0	2	0	31	0	1	1	29	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	8	0	0	0	8	0	2	0	6	0	0
000432 / Sanitation	9	0	0	0	9	0	3	0	6	0	0
000434 / Sewer	4	0	0	0	4	0	0	0	4	0	0
000451 / Recreation	39	3	2	0	40	0	12	1	27	0	0
000453 / Facilities Maintenance	2	0	0	0	2	0	0	1	1	0	0
000510 / Gas Field	19	0	0	0	19	0	0	1	18	0	0
Totals:	191	6	4	0	193	0	24	10	157	1	1

**Based on Home Departments

FULL TIME 144 / PART TIME 49

Recruitment Status for Open Positions - AS OF 9/3/2024

421 Police: Patrol Officer (2) Vacancies; interviews scheduled & candidate(s) in process
421 Police: Records Technician (1) Vacancy; interviews scheduled
421/422 Dispatch: Dispatcher (1) Vacancy; interviews scheduled
422 Fire: Firefighter (2) Vacancies; apps under review
422 Fire: Part-Time Firefighter; apps under review
424 Public Works Director: (1) Vacancy; executive search agency engaged

425 Planning & Development: Codes Enforcement Officer (1) Vacancy; apps under review
434 Sewer/Stormwater: Supervisor (1) Vacancy; interviews scheduled
451 Recreation: Recreation Supervisor (1) Vacancy; apps under review
451 Recreation: Recreation Coordinator (1) Vacancy; offer extended
451 Recreation: Part Time Rentals (2+); interviews scheduled

AUGUST NEW HIRES	Department	Title
Boice, Jesse	000421	Police Officer - Recruit
Breazeale, Jeffrey Leonard	000421	Police Officer - Recruit
Richardson, Chad Evan	000421	Police Major
Booden, Nathan	000451	Recreation Coordinator
Ellis, Evarista Reco	000451	Recreation Support Staff
Steele, Taya Rose	000451	Recreation Support Staff

Offers Accepted as of 9/3/2024

422 Fire Marshal - Start Date TBD

JUDICIAL DIVISION DEPARTMENT SUMMARY

August Case Status

PERFORMANCE INDICATORS	CRIMINAL	TRAFFIC	TOTALS
CASE TOTALS	44	169	213
TRANSFERRED CASES	21	10	31
DISPOSED CASES	1	13	14
PENDING CASES	22	146	168

DEPARTMENT HIGHLIGHTS

Current Projects:

- Jury trials scheduled for the week of October 21 through 25, 2024.

Fountain Inn Natural Gas

GAS SUPPLY

Gas Volume and Consumption:

- **August Gas Volume:** 39,832 Dths
- **August Consumption:** 6.5% lower than August 2023 and 5.8% lower than the 3-year average for August.

Natural Gas Pricing:

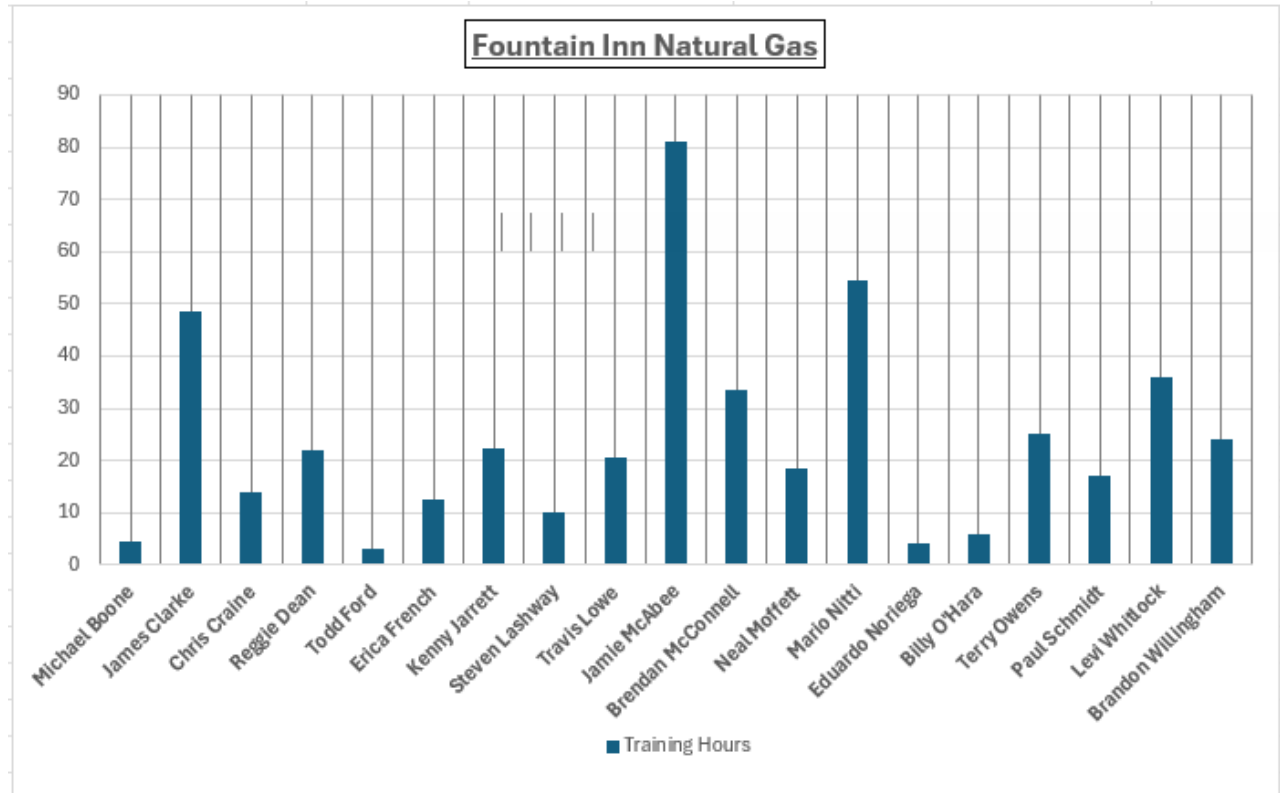
- **September Price:** \$1.930 per Dekatherm
- **Change from August:** Decreased by \$0.03
 - Note: This price reflects the commodity cost only. The final "Cost of Gas" includes additional factors affecting FING's monthly billing.

Gas Assets Management Agreement (AMA):

- **Current Agreement:** Managed by BP Energy, expiring on March 31, 2025.
- **Renewal Process:** Six responses received for the RFP for a new asset manager. Due to the complexity of pricing and service requirements, detailed analysis will take several weeks. Further updates will be provided as the review progresses.

GAS OPERATIONS

- **Installation Pace:** We are installing gas mains and services at a record-setting pace, with no signs of slowing down. We currently serve 12,209 active customers. See key indicators below.
- **Employee Training:** Our commitment to employee training remains strong. We are averaging 24.7 hours YTD of training per employee. See the chart below for detailed training hours.
- We have one Gas Tech. position opened due to the departure of Todd Ford. We hope to fill the position in the coming weeks.



CUSTOMER MONTHLY BILLING

- As part of our ongoing efforts to enhance customer service and streamline our processes, we will be consolidating our three separate meter reading cycles into one monthly cycle. The transition successfully took place August 1st, 2024, we received a few dozen calls from customers who did not read our bill notices and/or were confused about the transition.

KEY INDICATORS

PERFORMANCE INDICATORS	CURRENT	Y-T-D
NEW MAIN LINES INSTALLED	15,988 ft.	87,133 ft.
NEW SERVICE LINES INSTALLED	75 SL; 3,721 ft.	556 SL; 27,449 ft.

SC/NC RESIDENCIAL GAS RATES

- Below are the names and rates of other gas providers in the Carolinas for a comparison. Please note that every company has a completely different rate structure, fixed costs, and other factors that make it challenging to do an exact comparison.

SOUTH CAROLINA/NORTH CAROLINA GAS RATE COMPARISONS					
August 2024					
COMPANY	SERVICE CLASS	METER CHARGE PER MONTH	AVEWRAGE RATE PER THERM	AVG. USAGE THERMS	TOTAL COST PER MONTH
LANCASTER COUNTY, SC	Residential	\$5.00	\$1.12000	7.00	\$12.84
CITY OF SHELBY, NC	Residential	\$8.50	\$0.96647	7.00	\$15.27
CITY OF DANVILLE, VA	Residential	\$12.15	\$0.60152	7.00	\$16.36
DOMINION, NC	Residential	\$10.00	\$0.90883	7.00	\$16.36
GREENWOOD CPW, SC	Residential	\$10.00	\$0.93700	7.00	\$16.56
GREER CPW, SC	Residential	\$10.00	\$0.93700	7.00	\$16.56
CHESTER COUNTY, SC	Residential	\$6.50	\$1.31012	7.00	\$15.67
FORT HILL NATURAL GAS, SC	Residential	\$10.00	\$1.00000	7.00	\$17.00
PIEDMONT, SC	Residential	\$10.00	\$1.01863	7.00	\$17.13
YORK NATURAL GAS, SC	Residential	\$9.25	\$1.10545	7.00	\$16.99
CITY OF ORANGEBURG, SC	Residential	\$11.50	\$0.94646	7.00	\$18.13
CLINTON-NEWBERRY, SC	Residential	\$12.15	\$0.94250	7.00	\$18.75
FOUNTAIN INN, SC	Residential	\$10.00	\$1.17000	7.00	\$18.19
PIEDMONT, NC	Residential	\$10.00	\$1.51088	7.00	\$20.58
DOMINION, SC	Residential	\$10.90	\$1.57672	7.00	\$21.94
GREENVILLE UTILITIES, NC	Residential	\$14.00	\$1.32660	7.00	\$23.29
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!

PLANNING & ZONING

Zoning Ordinance & Land Development Regulations Rewrite

The consultants are analyzing the input received from the public input meetings.

Boards & Commissions

Planning Commission (August 22nd)

- SP-2024-05
Request: Major Change
TMS: 0562010102801
Location: 117 HWY 651
Current Zoning: PD, Planned Development
Vote: 7-0, for approval

- AXZ-2024-06
Request: Preliminary Plat Approval
TMS: 0358000101400 & 0358000101401
Location: Hellams ST. & Woodland Dr.
Current Zoning: R-15 (Residential)
Vote: 4-3, approved

Board of Zoning Appeals

- No applications were submitted, and the meeting was canceled.

BUILDING AND CODES

INSPECTIONS	AUGUST	JULY
ALL CONSTRUCTION	501	531
REINSPECTIONS	3	1
TOTAL INSPECTIONS	501	531
PERMITS ISSUED	37	90
SUBMITTED PERMITS	43	58
NEW SINGLE FAMILY	29	36
NEW MULTI-FAMILY (UNITS)	0	0
NEW COMMERCIAL	0	0
CERTIFICATES OF OCCUPANCY-ISSUED	39	41
REMODEL/ADD. RESIDENTIAL	1	3
REMODEL/ADD. COMMERCIAL	2	2
SIGN/ROOFING/SOLAR/MISC TRADE	11	17
COMMERCIAL PLAN REVIEWS	1	0
RESIDENTIAL PLAN REVIEWS	30	41

CODE COMPLIANCE

BUILDING CODE COMPLAINTS	AUGUST	JULY
VEHICLES/OTHER	3	3
BUILDING – UNSAFE CONDITIONS	1	1
PROPERTY MAINTENANCE	5	9
TOTAL COMPLAINTS	9	13

FINANCIAL SUMMARY

FINANCIAL STATISTICS	AUGUST	JULY
TOTAL VALUATION	\$26,067,858	\$13,047,678
TOTAL PERMIT FEES COLLECTED	\$36,966.18	\$92,924.50
TOTAL PLAN REVIEW REVENUE	\$17,845	\$44,950

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

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

September 12, 2024

Regular City Council Meeting

☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested: September 12, 2024****Ordinance/Resolution Caption: Ordinance 2024-07**

An Ordinance to update and amend the FY 2025 Budget for the City of Fountain Inn to add capital improvement budget.

Summary Background:

The impetus for amending FY 2025 Budget:

The City frequently utilizes unassigned fund balances to fund one-time capital purchases. In order to determine fund balances available for use toward capital purchases, the City must have a materially accurate estimate of fund balances. At the time of preparation of the FY25 budget, the City was awaiting audited FY23 ending funds balances. Without being able to ensure the City meets all the fund balance requirements, the City did not feel it could present a capital budget at the time the FY25 Operating Budget was presented to Council. The City has received the audited FY23 ending fund balances. These balances in combination with FY24 estimated ending fund balance, the City has been able to determine funds available to use in purchasing capital items in FY25.

- Capital Improvement Plan totaling \$9,225,273.00
- \$3.9 million of general fund capital improvements will be funded from State Earmark for building Fire Station 3. The remaining \$1.7 million of general fund capital purchases will be funded with general fund reserves.
- Gas Capital Improvement Plan totaling \$3.267 million. Funding consists of \$1.48 million of FY25 operating revenue approved for in FY25 Operating Budget. Remaining \$1.78M will be funded with Natural Gas fund reserves.
- Solid Waste reserves will fund \$231K in Solid Waste capital improvements.
- Sewer reserves will fund \$80K in Sewer capital improvements.

Impact If Approved:

If approved, this amendment will allow the City to purchase needed capital improvements necessary to meet City goals and objectives.

Financial Impact:

Decrease in ending reserve balance by \$1.74 million in General Fund, \$1.78 million in Natural Gas, \$231K in Solid Waste, and \$80K in Sewer.



FY 2024-2025 Capital Improvement Plan

Proposed Capital and One Time Fund Balance Appropriations

Natural Gas Reserves	\$ 1,778,090
Sewer Fund Reserves	\$ 80,000
Natural Gas Operating Budget	\$ 1,482,610
Solid Waste Fund	\$ 231,350
General Fund Balance	\$ 1,753,223
State Earmark Funds – Fire Station	\$ 3,900,000
Total Revenue and Other Financing Sources	\$ 9,225,273

Administration/General Government	
UGATA Swamp Rabbit Trail	\$ 900,000
Total	\$ 900,000
Fire Department	
Fire Station 3	\$ 3,900,000
Total	\$ 3,900,000

Proposed FY 2024-2025 Budget

City of Fountain Inn, SC



Police Department	
Portable Radios (7)	\$ 24,500
Vehicle Equipment Packages	\$ 187,215
Synology Server	\$ 11,769
Patrol Rifles, Optics and Slings	\$ 15,000
Tiger Cam	\$ 8,500
In-Car Camera Systems (7)	\$ 53,335
Streamlight Handgun Lights	\$ 6,100
LiveScan System	\$ 18,787
Animal Control Vehicle	\$ 93,066
Dog Kennel	\$ 66,000
Total	\$ 484,272
Public Works	
Asphalt Parking Lot (split with Gas, Solid Waste, and Sewer)	\$ 210,000
Street and Grounds – Mower 48” Zero Turn	\$ 15,678
Streets and Grounds – Fertilizer Spreader/Sprayer	\$ 15,653
Streets and Grounds – Ride On Blower	\$ 11,347
Streets and Grounds – Equipment Trailer	\$ 8,236
Streets and Grounds – ESSC Bermuda Sod, Erosion Control	\$ 11,037
Total	\$ 271,951
Solid Waste	
Mini Rear Load Garbage Truck	\$ 146,760
Wash Bay for Garbage Trucks	\$ 14,590
Asphalt Parking Lot (split with Gas, Public Works, and Sewer)	\$ 70,000
Total	\$ 231,350
Sewer Department	
Asphalt Parking Lot (split with Gas, PW, and Solid Waste)	\$ 70,000
Warehouse Forklift (split with Gas)	\$ 10,000
Total	\$ 80,000

Planning and Development	
4X4 Vehicle	\$ 47,000
Total	\$ 47,000
Community Relations	
Christmas Decorations – Interstate Signs and Stage Cover	\$ 50,000
Total	\$ 50,000
Natural Gas	
New Business and Line Extensions	\$ 1,500,000
New Service Lines	\$ 358,000
North End Pressure Improvement Project (Phase 1)	\$ 820,000
Service Truck	\$ 50,000
Asphalt Parking Lot (split with Solid Waste, PW, and Sewer)	\$ 350,000
Warehouse Forklift (split with Sewer)	\$ 10,000
LYCO Assembly Hydraulic Tool Kit	\$ 5,200
Commercial/Industrial Meter Sets	\$ 35,000
South Main Streetscape Gas Relocation	\$ 125,000
Utilities Complex Furniture	\$ 7,500
Total	\$ 3,260,700
Capital and One Time Fund Balance Appropriations	\$ 9,225,273

 FOUNTAIN INN est 1886	REQUEST FOR COUNCIL ACTION City of Fountain Inn, South Carolina To: Mayor and Members of City Council From: Shawn M. Bell, City Administrator	September 12, 2024 Regular City Council Meeting
☒ Ordinance/First Reading ☐ Ordinance/Second Reading ☐ Resolution/First & Final Reading		
Agenda Date Requested: September 12, 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; Therefore, to Assign the Annexed Property to a Council Ward and Various Matters Related Thereto. Summary Background: AXZ-2024-04 would annex approximately 58.53 acres on Durbin, Jones & Happy Valley Roads into the City limits of Fountain Inn; zone TMS# 093-00-00-091 (portion), 093-00-00-008 to R-15, Residential and assign the parcel to Council Ward 3. The Planning Commission voted (5-1) in favor of the annexation and zoning of the property on July 25, 2024. Several people spoke during the hearing. Concerns expressed during the hearing were centered around the impact on the schools, existing traffic, existing road conditions and neighboring properties. Impact If Denied: The 58.53-acre tax parcels would remain unzoned in unincorporated Laurens County. Development of the parcel will most likely still take place but to the lesser standards of Laurens County. Impact If Approved: The parcel will be developed to the standards of the R-15, Residential District.		



AGENDA

September 12, 2024

To: City Council
From: Planning Director, Jason Knudsen
Subject: AXZ-2024-04, Proposed Annexation/Rezoning at Durbin Road and Jones Road
Meeting Date: September 12, 2024
Type of Agenda Item: Annexation/Rezoning, 1st Reading
Attachments: Vicinity Map
Aerial Map
Future Land Use Map
Proposed Ordinance

OWNER: Jones Family Limited Partnership and Happy Valley Co., LLC
TAX MAP # 093-00-00-091 (portion), 093-00-00-008
AUTHORIZED REP: Richard A. Jones Jr.
LOCATION: Corner of Durbin Road and Jones Road
CURRENT ZONING: Unzoned (Laurens County)
REQUESTED ZONING: R-15, Residential
SIZE OF PROPERTY: Approximately 58.53 Acres

REQUEST

The City of Fountain Inn has received a signed petition requesting annexation into the city pursuant to South Carolina Code of Laws Section 5-3-10. The applicant had originally requested the parcels of land be rezoned from Unzoned (Laurens County) to PD, Planned Development, within the city. The current request is to rezone the parcels to the R-15, Residential District.

LOCATION & SITE DESCRIPTION

The parcel is located at the southeast corner of Durbin Road and Jones Road. The parcel is currently undeveloped and consists of a mix of open area, woods, and creeks/wetlands.

COMPREHENSIVE PLAN

The City's INNvision Comprehensive Plan identifies the area of this tract of land as Neighborhood Center and Low to Medium Density Residential.

A Neighborhood Center is generally located near concentrations of existing or planned neighborhoods at key intersections. Neighborhood Centers include neighborhood-serving uses such as, small-scale retail or grocery stores, service, and limited office uses; these are typically < 30,000 square feet and may be one-to-two stories high. Uses should be accessible by pedestrian facilities; building, parking, and lighting design should be considered to establish a pedestrian-friendly environment with minimum impacts on existing development. The designation may include a mix of housing types including single-family homes, live/work units or townhomes, house-scaled structures (i.e., duplexes, triplexes, etc.) as part of a planned development.

The Low to Medium Density Residential designation is comprised of older and newer subdivisions, with interconnected streets typically lined with sidewalks and street trees on both sides served by public water and sewer. The density of development in this character area will vary based on the environmental features, but densities in new development should be < 4 dwelling units per acre (gross density). Infill opportunities in this character area may include some isolated areas of attached housing at higher densities. Attached housing could also be allowed as part of planned developments that meet designated standards or go through the Flexible Review District (FRD) process.

PROPOSED ZONING DISTRICT

The residential districts are established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the residential nature of the area included in the districts.

PUBLIC HEARING PROCEEDING

A public hearing regarding this petition was conducted on July 25, 2024, before the body of the Fountain Inn Planning Commission. Several people spoke during the hearing. Concerns expressed during the hearing were centered around the impact on the schools, existing traffic, existing road conditions and neighboring properties.

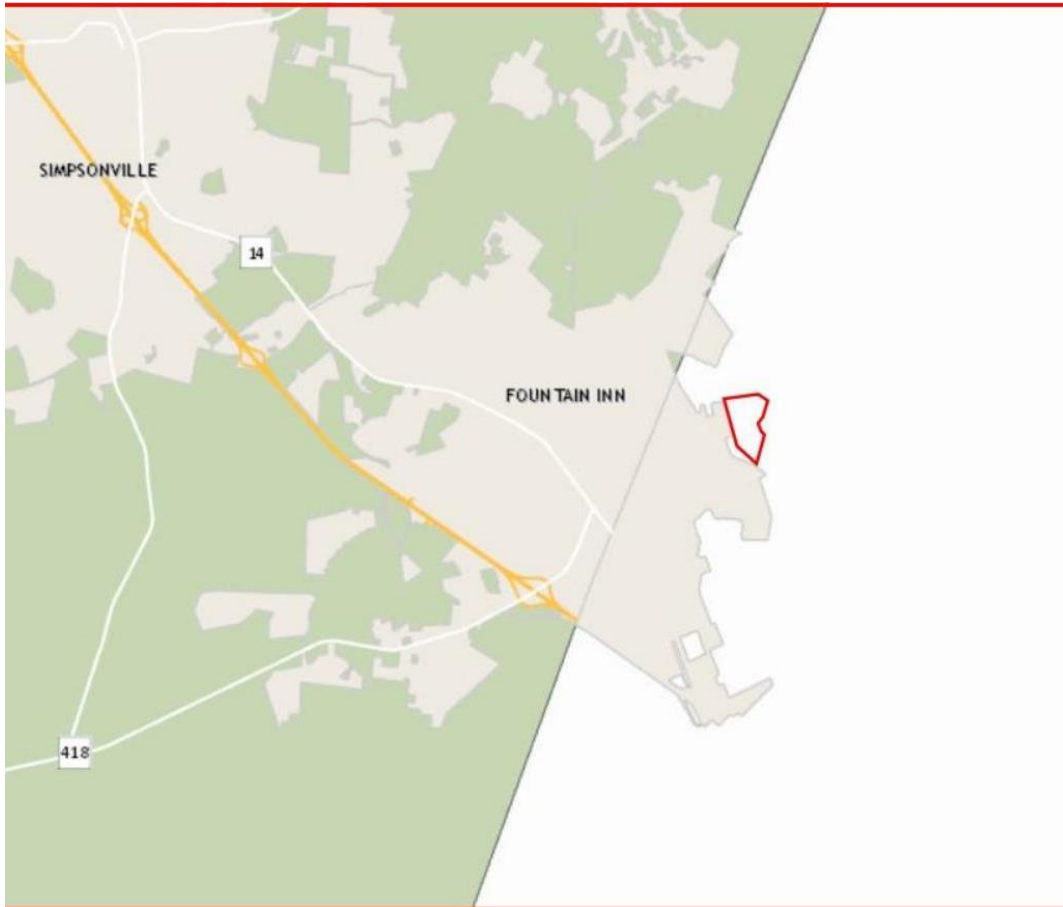
PLANNING COMMISSION REVIEW

The Fountain Inn Planning Commission has reviewed the request to annex and rezone this property to the PD, Planned Development at their July 25, 2024 meeting. By a vote of 5-1, the Planning Commission recommends approval of the requested annexation and zoning for Ordinance AXZ-2024-04.

STAFF COMMENTS

The applicant has removed the commercial portion of the project from the annexation request. With the removal of this element, the requirements for Planned Development are not met. Therefore, the zoning district of R-15 is being requested. If the annexation is approved, the preliminary plat will go before the Fountain Inn Planning Commission for a public hearing and approval.

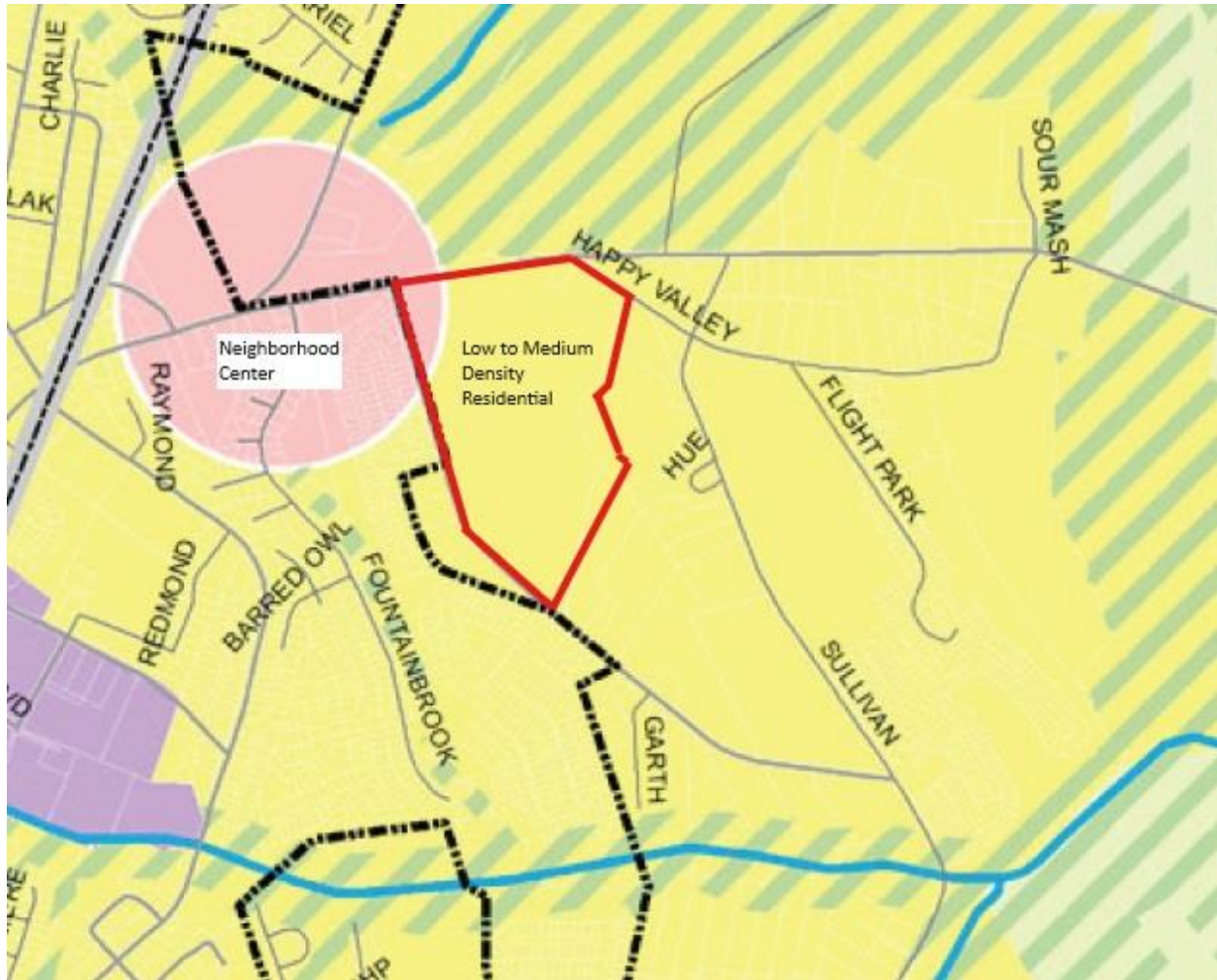
VICINITY MAP



AERIAL MAP



FUTURE LAND USE MAP



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 THEREFOR; TO ASSIGN THE ANNEXED PROPERTY TO A COUNCIL WARD; AND OTHER RELATED MATTERS (DURBIN, JONES & HAPPY VALLEY ROADS).

WHEREAS, Richard A Jones (Jones Family LTD Partnership) has 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 58.53 acres more or less, situate, lying and being on Durbin Rd., Jones Rd., and Happy Valley Rd. in Laurens County, South Carolina, and described as Tracts 1, 2, 4 & 5 in the following:

SEE EXHIBITS A & B ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

LAURENS COUNTY TMS # 0930000091 (portion) & 0930000008 (~58.53-acre)

Tract 1

All of that certain piece, parcel or lot of land situate, lying and being in the County of Laurens, State of South Carolina, having a total area of 2,149,976 square feet or 49.36 acres, more or less, and being shown as Tract 1 on a plat entitled "ALTA/NSPS FOR PULTE HOME COMPANY, LLC", dated May 1st, 2024, prepared by 3D Land Surveying, Inc., and according to said plat, having the following metes and bounds to-wit:

Beginning at a 1/2" rebar set on the southern right-of-way of Happy Valley Road, being the common corner with now or formerly Maxie L. Sullivan Trustee and being 474.23' from the right-of-way of Durbin Road; thence running along the easterly boundary line for the following five (5) courses and distances: 1) S 15°59'10" W for a distance of 634.18' to a found 1" crimp top pipe; 2) S 41°08'50" W for a distance of 275.75' to a found 1" crimp top pipe; 3) S 16°52'35" E for a distance of 378.09' to a found 1" crimp top pipe; 4) S 40°29'21" E for a distance of 66.37' to a found 5/8" rebar; 5) S 11°46'56" W for a distance of 1196.13' to a 1/2" rebar set on the northern right-of-way of Jones Road and being a common corner of Tract 1 and now or formerly Michael & Tammy Sharpes; thence running along the northern right-of-way of Jones Road for the following four (4) courses and distances: 1) with a curve turning to the right with an arc length of 200.66', with a radius of 5696.58', with a chord bearing of N 48°21'11" W, with a chord length of 200.65', to a 1/2" rebar set; 2) N 47°20'38" W for a distance of 540.50' to a 1/2" rebar set; 3) with a curve turning to the right with an arc length of 422.74', with a radius of 785.51', with a chord bearing of N 31°55'35" W, with a chord length of 417.66', to a 1/2" rebar set; 4) N 16°30'32" W for a distance of 736.91' to a 1/2" rebar set being the common corner of Tract 1 and Tract 3; thence leaving the right-of-way for the following two (2) courses and distances: 1) N 73°17'00" E for a distance of 517.11' to a

1/2" rebar set; 2) N 15°17'42" W for a distance of 864.67' to a 1/2" rebar set on the southern right-of-way of Durbin Road; thence running along the southern right-of-way for the following four (4) courses and distances: 1) N 80°15'06" E for a distance of 205.67' to a 1/2" rebar set; 2) N 80°28'21" E for a distance of 256.11' to a 1/2" rebar set; 3) with a curve turning to the right with an arc length of 132.49', with a radius of 1680.02', with a chord bearing of N 81°11'49" E, with a chord length of 132.46', to a 1/2" rebar set; 4) N 84°54'37" E for a distance of 60.73' to a 1/2" rebar set being the common corner of Tract 1 and Tract 2; thence leaving the right-of-way for the following three (3) courses and distances: 1) S 11°31'44" W for a distance of 165.56' to a 1/2" rebar set; 2) S 87°07'07" E for a distance of 100.00' to a 1/2" rebar set; 3) N 31°16'06" E for a distance of 175.00' to a 1/2" rebar set on the southern right-of-way of Happy Valley Road; thence running along the right-of-way for the following two (2) courses and distances: 1) S 58°32'32" E for a distance of 116.74' to a 1/2" rebar set; 2) S 56°40'11" E for a distance of 304.19' to a the POINT OF BEGINNING.

Tract 2

All of that certain piece, parcel or lot of land situate, lying and being in the County of Laurens, State of South Carolina, having a total area of 22,552 square feet or 0.52 acres, more or less, and being shown as Tract 2 on a plat entitled "ALTA/NSPS FOR PULTE HOME COMPANY, LLC", dated May 1st, 2024, prepared by 3D Land Surveying, Inc., and according to said plat, having the following metes and bounds to-wit:

Beginning at a set 1/2" rebar on the southern right-of-way of Happy Valley Road, being a common corner of Tract 2 and Tract 1 and being 420.93' from the common corner of Tract 1 and now or formerly Maxie L. Sullivan Trustee; thence running along the eastern line of Tract 2 S 31°16'06" W for a distance of 175.00' to a set 1/2" rebar; thence running along the southern line of Tract 2 N 87°07'07" W for a distance of 100.00' to a set 1/2" rebar; thence running along the western line of Tract 2 N 11°31'44" E for a distance of 175.00' to a set 1/2" rebar; thence running along the northern line of Tract 2 for the following two (2) courses and distances: 1) N 84°54'07" E for a distance of 112.51' to a set 1/2" rebar; 2) S 58°43'54" E for distance of 53.30' to the POINT OF BEGINNING.

Tract 4

All of that certain piece, parcel or lot of land situate, lying and being in the County of Laurens, State of South Carolina, having a total area of 29,860 square feet or 0.69 acres, more or less, and being shown as Tract 4 on a plat entitled "ALTA/NSPS FOR PULTE HOME COMPANY, LLC", dated May 1st, 2024, prepared by 3D Land Surveying, Inc., and according to said plat, having the following metes and bounds to-wit:

Beginning at a 1/2" rebar set on the northern right-of-way of Durbin Road, being a common corner of Tract 4 and now or formerly Thomas W. Edwards Jr., and being 148', more or less, from the intersection of Durbin Road and Jones Road; thence leaving said right-of-way N 76°07'45" E for a distance of 17.87' to a 1/2" rebar set; thence N

72°19'47" E for a distance of 460.77' to a 1/2" rebar set; thence N 80°31'35" E for a distance of 112.29' to a found 3/4" crimp top pipe bent with nail, being the common corner of Tract 4, now or formerly Thomas W. Edwards Jr. and now or formerly Western Carolina Regional Sewer Authority; thence S 86°49'00" E for a distance of 281.45' to a 1/2" rebar set on the northern right-of-way of Durbin Road; thence following said right-of-way S 80°28'21" W for a distance of 236.48' to a 1/2" rebar set; thence S 80°15'06" W for a distance of 205.97' to a 1/2" rebar set; thence S 79°57'12" W for a distance of 418.37' to the POINT OF BEGINNING.

Tract 5

All of that certain piece, parcel or lot of land situate, lying and being in the County of Laurens, State of South Carolina, having a total area of 113,338 square feet or 2.60 acres, more or less, and being shown as Tract 5 on a plat entitled "ALTA/NSPS FOR PULTE HOME COMPANY, LLC", dated May 1st, 2024, prepared by 3D Land Surveying, Inc., and according to said plat, having the following metes and bounds to-wit:

Beginning at a 1/2" rebar set on the southern right-of-way of Jones Road, being a common corner of Tract 5 and now or formerly Winterbrook Homeowners Association INC., and being 145', more or less, from the intersection of Jones Road and Chinchilla Drive; thence leaving said right-of-way N 67°15'22" W for a distance of 832.82' to a found 5/8" rebar being the common corner of Tract 5, now or formerly Winterbrook Homeowners Association INC., now or formerly Durbin Oaks Homeowners Association INC. and now or formerly Barbara Cambell; thence N 39°57'14" E for a distance of 294.38' to a found 5/8" rebar; thence N 15°51'10" W for a distance of 38.21' to a 1/2" rebar set on the southern right-of-way of Jones Road; thence continuing with said right-of-way with a curve turning to the left with an arc length of 229.37', with a radius of 851.51', with a chord bearing of S 39°37'37" E, with a chord length of 228.68', to a 1/2" rebar set; thence S 47°20'38" E for a distance of 540.50' to a 1/2" rebar set; thence with a curve turning to the left with an arc length of 62.39', with a radius of 5762.58', with a chord bearing of S 47°39'15" E, with a chord length of 62.39', to the POINT OF BEGINNING.

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(1) 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, Residential.

Section 3. **DISTRICT ASSIGNMENT:** The within described property shall be assigned to City

Council Ward 3.

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 effect 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.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

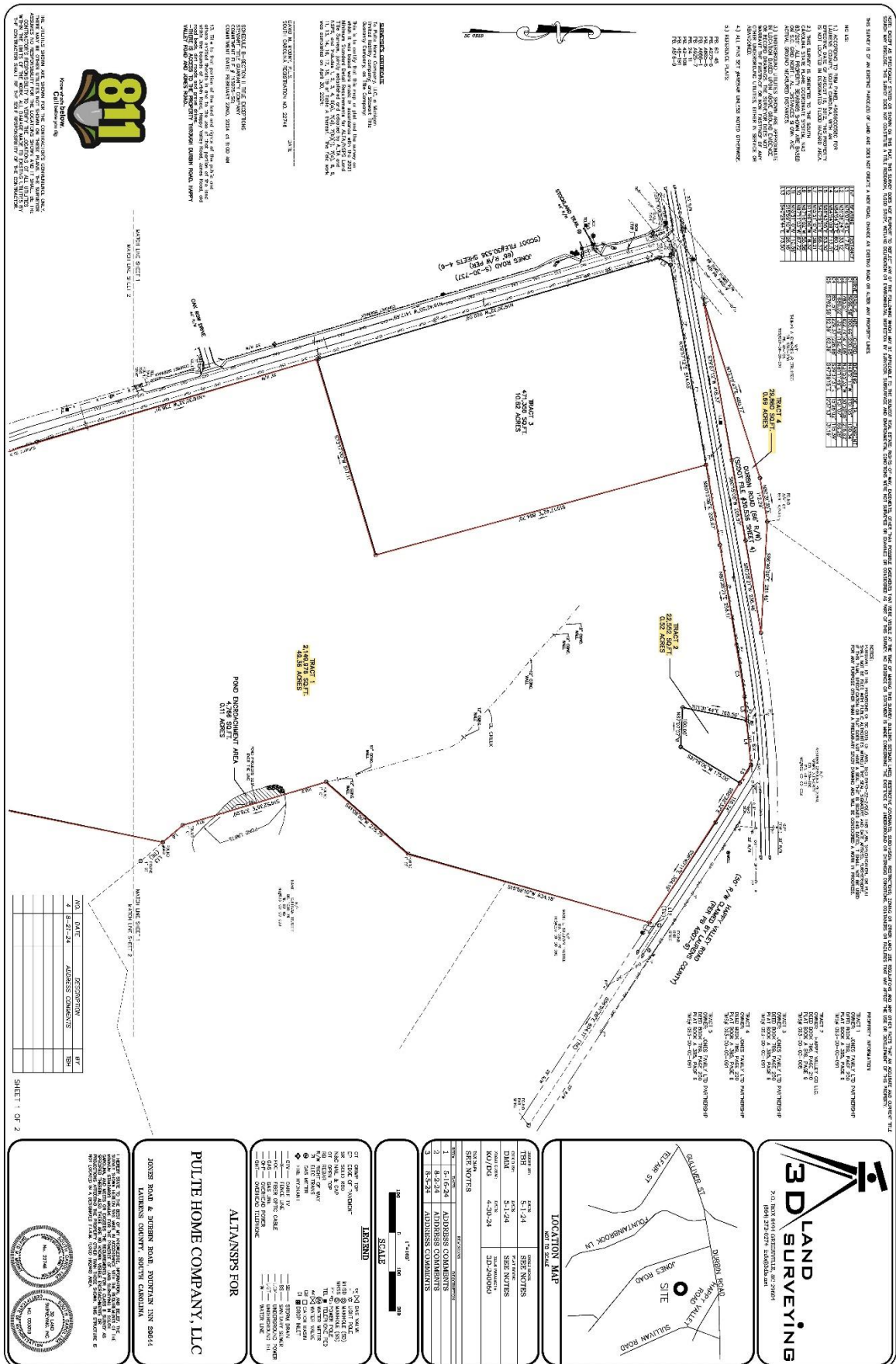
ATTEST:

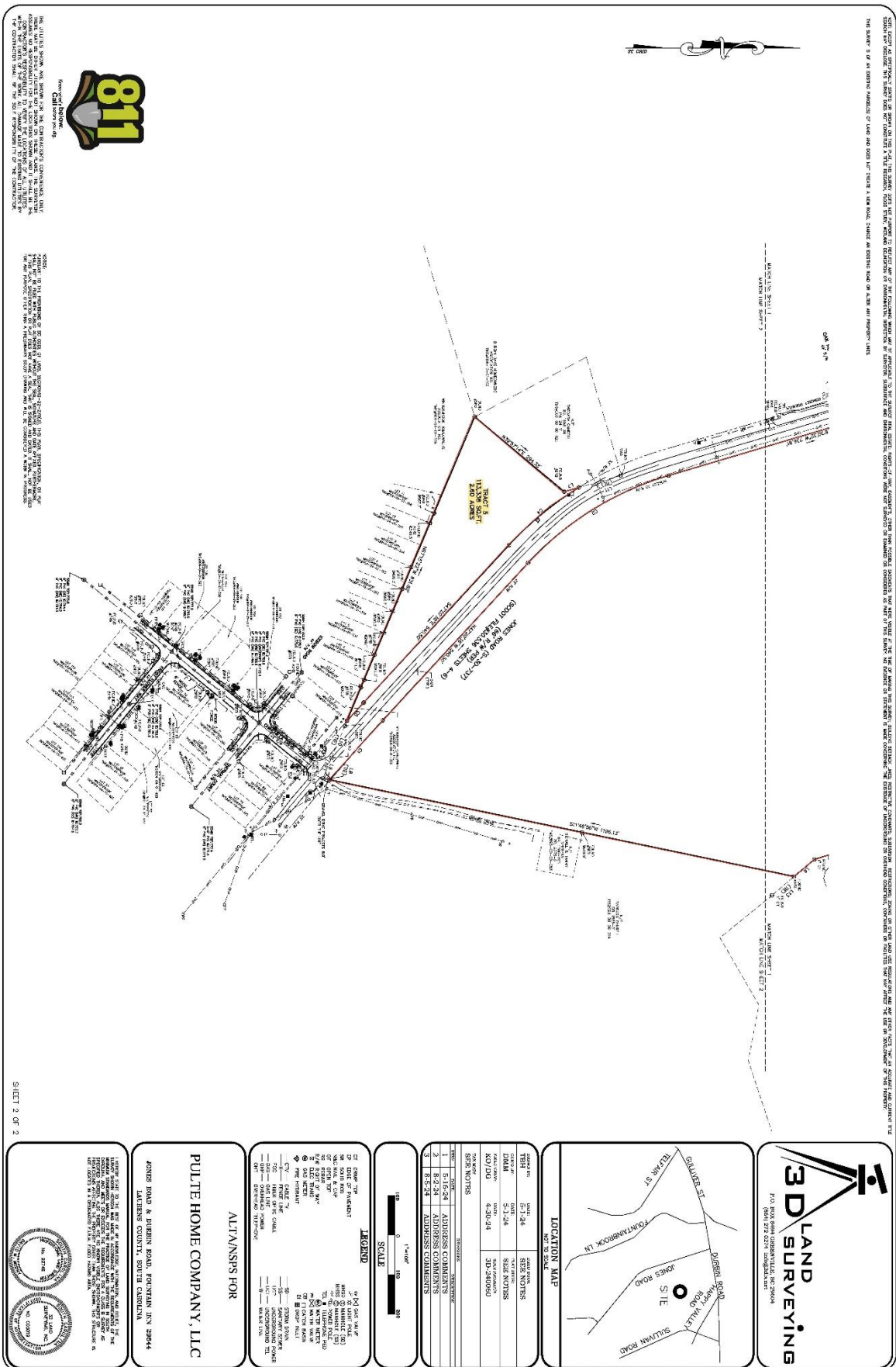
Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Root Law
LLC

First Reading: September 12, 2024
Second Reading / Final Approval: October 10, 2024





	REQUEST FOR COUNCIL ACTION City of Fountain Inn, South Carolina To: Mayor and Members of City Council From: Shawn M. Bell, City Administrator	September 12, 2024 Regular City Council Meeting
☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading		
Agenda Date Requested: September 12, 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; Therefore, to Assign the Annexed Property to a Council Ward and Various Matters Related Thereto. Summary Background: AXZ-2024-05 would annex 1.02 acres on Milacron Drive into the City limits of Fountain Inn; zone TMS# 0349000100310 to C-2, Commercial District and assign the parcel to Council Ward 5. The Planning Commission voted (7-0) in favor of the annexation and zoning of the property on July 25, 2024. No persons at the public hearing spoke in opposition to the request. Impact If Denied: The 1.02-acre tax parcel would remain unzoned in unincorporated Greenville County. The parcel would not be developable as the City of Fountain Inn is the sewer provider to the area. City sewer cannot be accessed by parcels outside city limits. Impact If Approved: The parcel will be developed to provide a pediatric orthodontics office. This is a service not currently available to the community.		



AGENDA

September 12, 2024

To: City Council
From: Planning Director, Jason Knudsen
Subject: AXZ-2024-05, Proposed Annexation/Rezoning of 101 Milacron Drive
Meeting Date: September 12, 2024
Type of Agenda Item: Annexation/Rezoning, Second Reading
Attachments: Vicinity Map
Site Plan
Detailed Site Plan
Narrative
Rendering
Proposed Ordinance

OWNER: ALH Orthodontics, LLC- Tax Map # 0349000100310
AUTHORIZED REP: Chip Phillips, Pintail
LOCATION: 101 Milacron Drive
CURRENT ZONING: Unzoned (Greenville County)
REQUESTED ZONING: C-2 Commercial
SIZE OF PROPERTY: Approximately 1.02 Acres

REQUEST

The City of Fountain Inn has received a signed petition requesting annexation into the city pursuant to South Carolina Code of Laws Section 5-3-10. The applicant has requested the parcel of land be rezoned from Unzoned (Greenville County) to C-2 Commercial, within the city.

LOCATION & SITE DESCRIPTION

The parcel is located on Milacron Drive (State Highway 418) approximately 1700 feet southwest of Interstate 385. The parcel currently consists of a wooded area and is vacant.

COMPREHENSIVE PLAN

The City's INNvision Comprehensive Plan identifies the area of this tract of land as "Commercial Mixed-Use" The Commercial Mixed-Use designation serves a larger area than a Neighborhood Center and includes larger buildings with a retail anchor store. The area includes typically one anchor store, such as a grocery store with a variety of uses including commercial, service, office, and a mix of residential housing types. It may occasionally include taller buildings (max. 4-5 stories high). Multi-Family housing may be integrated as part of mixed use. Higher density housing (e.g. apartments and townhomes) should be located near shopping and services.

PROPOSED ZONING DISTRICT

C-2- Commercial- This district was established to provide goods and services for the convenience of residents.

PUBLIC HEARING PROCEEDING

A public hearing regarding this petition was conducted on July 25, 2024, before the body of the Fountain Inn Planning Commission. There was no public comment.

PLANNING COMMISSION REVIEW

The Fountain Inn Planning Commission has reviewed the request to annex and rezone this property to the C-2, Commercial District at their July 25, 2024 meeting. By a vote of 7-0, the Planning Commission recommends approval of the requested annexation and zoning for Ordinance AXZ-2024-05.

STAFF COMMENTS

This portion of 418 is a commercial and industrial corridor. The request is in line with existing uses in the area. It is also supported by the city's Comprehensive Plan. Staff does not foresee any conflicts with the proposed use establishing in the area.

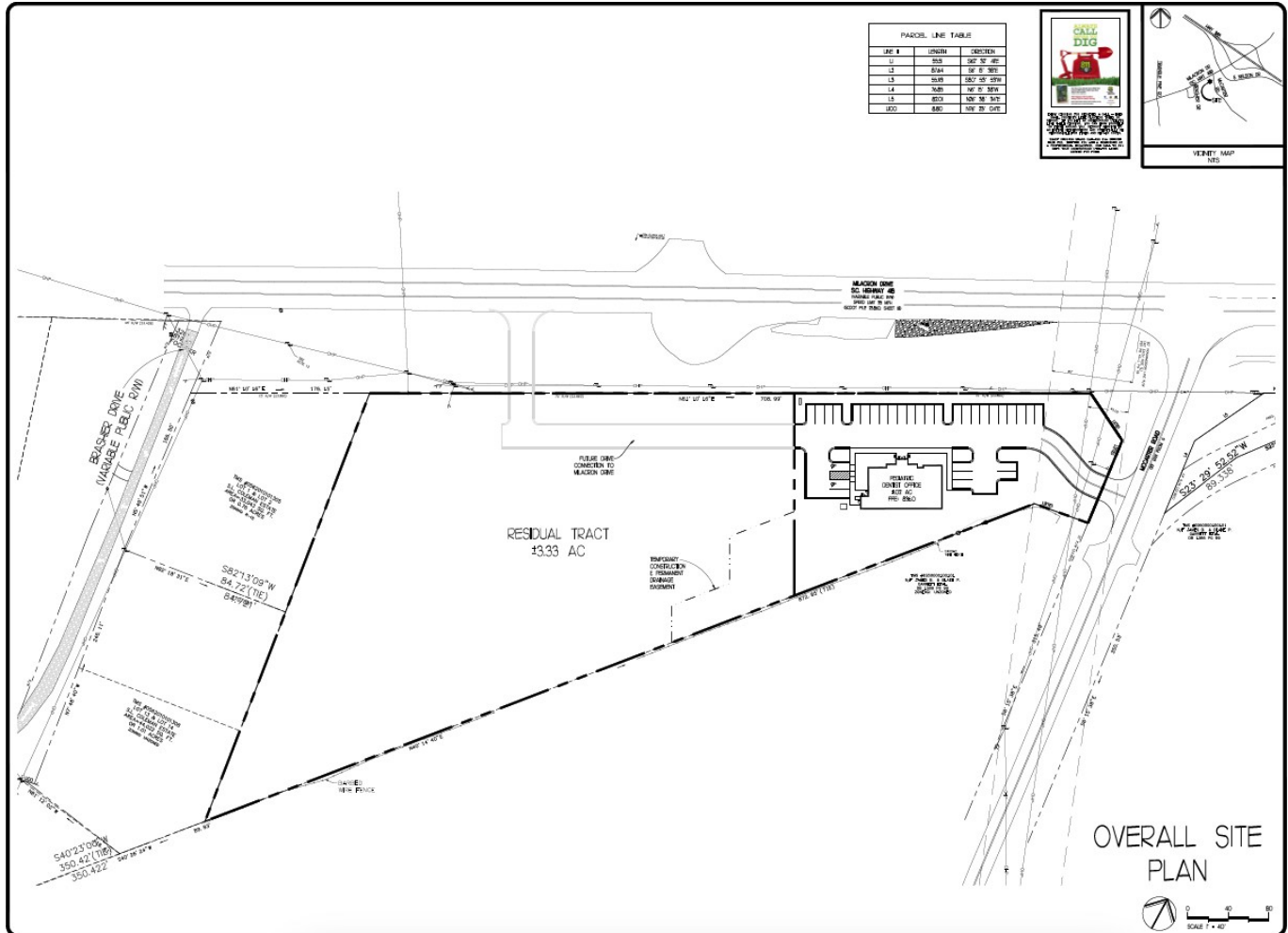
Fountain Inn is the sole sewer provider in this area. Without annexation, the parcel will not have access to sewer prohibiting all development.

Staff recommends approval of the requested annexation and rezoning for agenda item AXZ-2024-05.

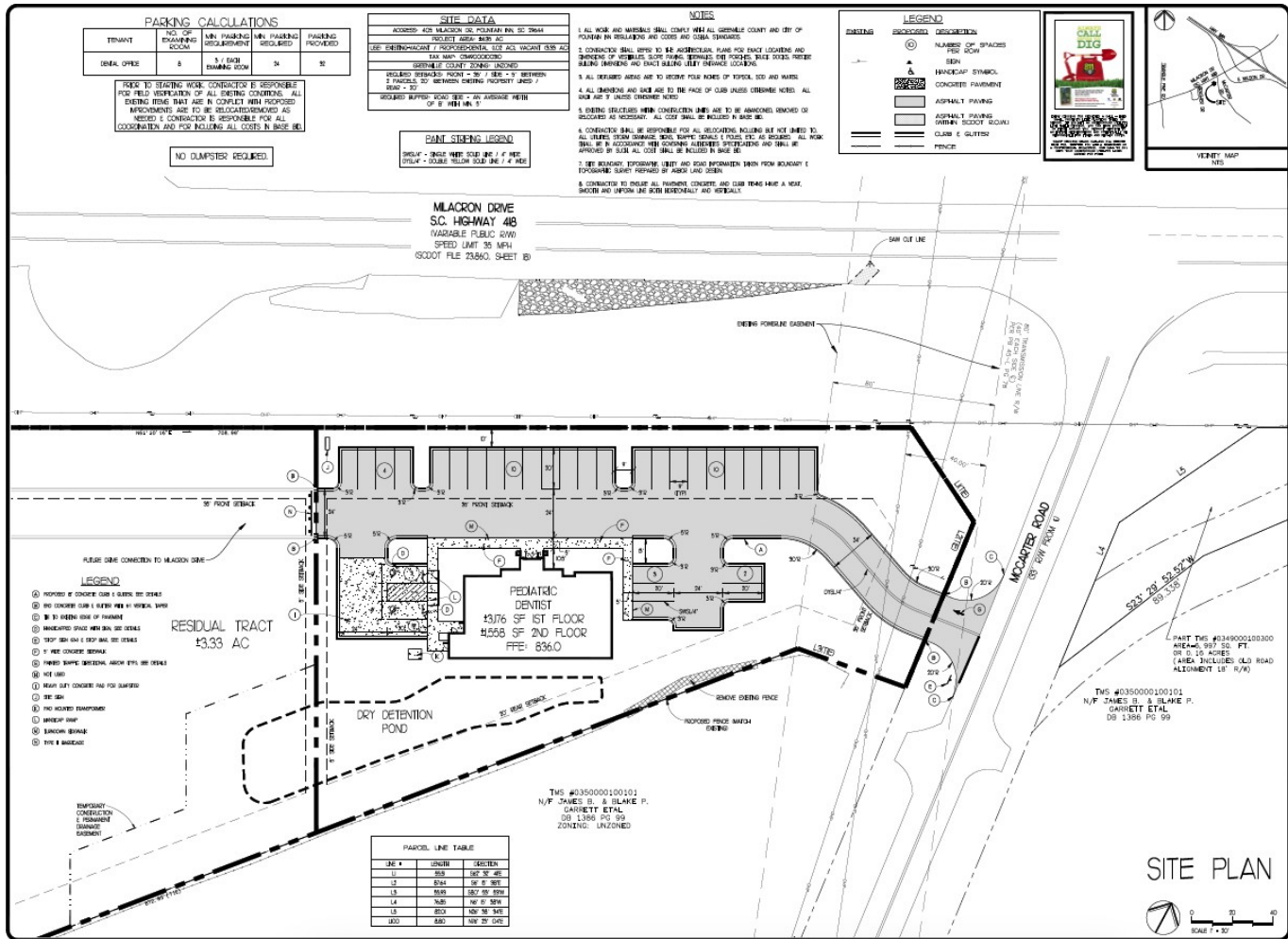
VICINITY MAP



SITE PLAN

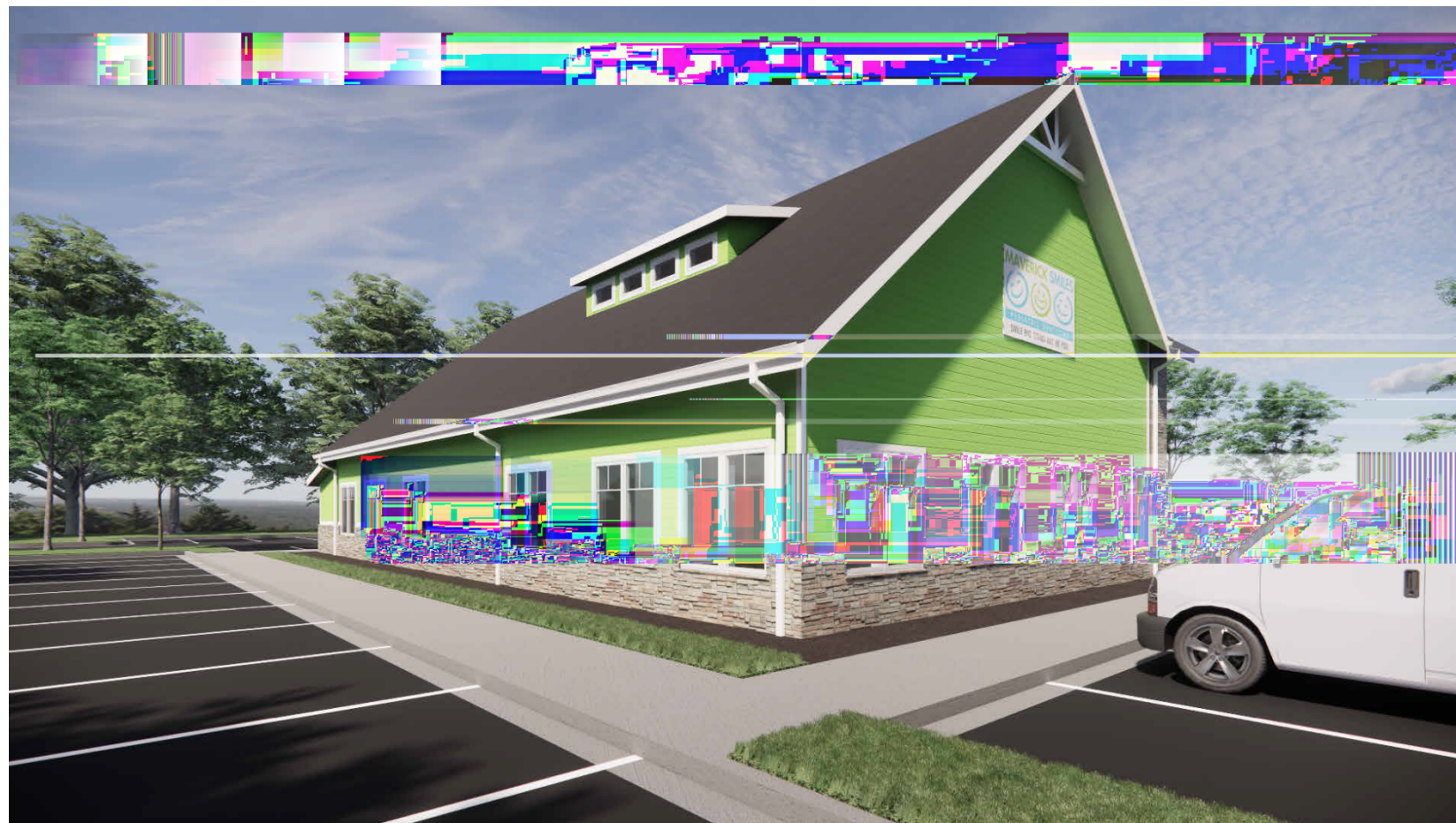


DETAILED SITE PLAN



Written Narrative on ALH Orthodontics LLC.
Fountain Inn Pediatric Dentistry and Orthodontics

Dr. Adam Hardin and Dr. Mary Alice Hughes, both Upstate natives, are poised to become the new owners and operators of the Fountain Inn Orthodontist (name of practice pending). They are currently serving the community at different practices around the Upstate, providing vital services that are in high demand by the ever-growing population. Adam is a practicing Orthodontist, attending Clemson for his undergraduate degree and graduating dental school at the Medical University of South Carolina. Mary Alice earned both her degrees from South Carolina and is the proud owner of Maverick Smiles, a pediatric dentistry in Mauldin. They hope to expand this practice with this new development in Fountain Inn. They believe in Fountain Inn and believe this practice will serve its constituents' needs.



NOT FOR
CONSTRUCTION
- REVIEW ONLY -

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PERMISSION FROM SHLTR ARCHITECTS, LLC

FOUNTAIN INN
PEDIATRIC DENTAL
101 MILACRON DRIVE
FOUNTAIN INN, SC 29644

[illegible]

EXTERIOR RENDERINGS

PROJECT NUMBER:	2321
DATE:	03 MAY 2024
DRAWN BY:	KMH

A904

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 THEREFOR; TO ASSIGN THE ANNEXED PROPERTY TO A COUNCIL WARD; AND OTHER RELATED MATTERS (101 MILACRON DR).

WHEREAS, Adam Hardin (Alh Orthodontics LLC) has 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 1.02 acres more or less, situate, lying and being on 101 Milacron Dr. in Greenville County, South Carolina, and described as follows:

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

GREENVILLE COUNTY TMS # 0349000100310 (~1.02-acre)

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(1) 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 C-2: Commercial.

Section 3. **DISTRICT ASSIGNMENT:** The within described property shall be assigned to City Council Ward 5.

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 effect 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.

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 Root Law
LLC

First Reading: August 8, 2024
Second Reading / Final Approval: September 12, 2024

EXHIBIT A **DEPICTION OF PROPERTY**

101 Milacron Dr.



PIN / Tax Map #	0349000100310	Jurisdiction	
OwnerName	Alh Orthodontics LLC	Land Use	0
OwnerName2		Legal Description	PARCELB
Mailing Address	200wensLn	Subdivision	
City	Mauldin	Site Address Number	101
State	SC	Site Address Street	MILACRON
Zip Code	29662	Sale Price	\$225,000
In Care Of		Fair Market Value	\$0
Previous Owner	McCarter Road LLC	Taxable Market Value	\$0
Deed Date	5/1/2024	Taxes	\$0
Deed Book	2718	Date Taxes Paid	NaN/NaN/NaN
Deed Page	1571	Estimated Acres	1.02
Plat Book	1486	Square Feet	0
Plat Page	40	Number of Bedrooms	0
Tax District	697	Number of Bathrooms	0
Market Area	001888	Number of Half Baths	0

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.

Greenville
County

Map Scale
1 inch = 133 feet
8/2/2024

**RESOLUTION COMMITTING THE CITY OF FOUNTAIN INN TO PROVIDING
A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA
HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS
PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH
GRANT FUNDS
RESOLUTION 2024-6**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FOUNTAIN INN hereby commits to provide a local cash\in-kind match of at least \$3750.00, which equals the minimum fifteen-percent local match required by the Municipal Association of South Carolina, to support the City of Fountain Inn application for a \$25,000.00 Hometown Economic Development Grant. These grant and local matching funds will be used for the development and improvements of the Trade Street Pedestrian Plaza.

BE IT FURTHER RESOLVED that the Council will follow its procurement policy adopted in accordance with SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Hometown Economic Development Grant.

This resolution is made in regard to the submission of an application for Hometown Economic Development Grant funds to the Municipal Association of South Carolina on or before September 27, 2024.

PASSED, ADOPTED AND APPROVED, by the Council of the City of Fountain Inn on this _____ day of _____ 2024.

George Patrick McLeer, Jr.

Attest:

Elizabeth Adams, City Clerk

Reviewed:

Shawn Bell, City Administrator

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

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

September 12, 2024

Regular City Council Meeting

☒ Ordinance/First Reading ☐ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested: September 12, 2024****Ordinance/Resolution Caption: Ordinance 2024-08**

An Ordinance to amend the business license portion of the City of Fountain Inn's Code of Ordinances.

Summary Background:

The proposed amendment to the ordinance would empower the City Administrator to waive late penalties, or portions thereof, when deemed appropriate to encourage future compliance with the business license tax specified in this chapter. To ensure consistency in decision-making, the City Administrator will develop criteria and guidelines to evaluate whether to grant a penalty waiver to individual taxpayers

Impact If Approved:

If approved, this amendment will allow the City Administrator to waive penalty fees when deemed necessary.

Financial Impact:

CITY OF FOUNTAIN INN, SOUTH CAROLINA
ORDINANCE 2024-08

AMENDING CHAPTER 11 (LICENSES AND BUSINESS REGULATIONS),
ARTICLE II (BUSINESS LICENSES), SPECIFICALLY SECTION 11-37
(DELINQUENT LICENSE TAXES, PARTIAL PAYMENTS) OF THE CITY
CODE OF ORDINANCES OF THE CITY OF FOUNTAIN INN, SOUTH
CAROLINA, 1992, AS AMENDED ("CITY CODE") REGARDING BUSINESS
LICENSE PENALTIES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Fountain Inn ("City") finds:

(a) The Council is authorized and empowered to provide for its internal operation according to South Carolina Constitution Article VIII, section 17, and the Home Rule Act of 1975;

(b) South Carolina Code Annotated section 5-7-30 and section 6-1-400, provide for the imposition of a business license tax and the imposition for penalties related to a business' failure to remit such business license tax;

(c) Article II (Business Licenses) of Chapter 11 (Licenses and Business Regulations), specifically section 11-37 (Delinquent license taxes, partial payment) of "The Code of Ordinances of the City of Fountain Inn, South Carolina, 1992" ("City Code"), as authorized by State law, provides, among other things, for the imposition of such penalties; and

(d) The Council desires to clarify the manner through which such penalties may be imposed and/or relieved;

NOW, THEREFORE, the Council ordains:

1. **Amendment.** Section 11-37 ("Delinquent license taxes, partial payment") is amended, as and if amended, with such items underlined being added to and such items stricken through being removed from, as follows:

(a) For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five percent of the unpaid tax for each month or portion thereof after the due date until paid. Except as provided in subsection (c) of this section, ~~p~~Penalties shall not be waived. If any business license tax remains unpaid for 60 days after its due date, the license official shall report it to the municipal attorney for appropriate legal action.

(b) Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; provided, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

(c) The City Administrator is authorized to waive such late penalty or portion thereof as the City Administrator determines in the exercise of reasonably discretion is appropriate to encourage future compliance with the payment of business license tax imposed under this chapter. The City Administrator shall develop such factors and/or such guidelines as the City Administrator deems appropriate to assist the City Administrator in determining whether to provide a

particular taxpayer with such a penalty waiver.

2. **Codification.** The City shall codify the contents of this Ordinance as an update to section 11-37 of Chapter 11, Article II, of the City Code, as and if so amended, online as soon as practicable and in print as part of the City's next, regular, re-codification.

3. **Reservation of Code Sections.** The remainder of the City Code remains reserved for future use.

4. **Reservation to City.** The City reserves the right to repeal or amend this Ordinance, at any time, from time to time, as often as the City, in its sole discretion, deems appropriate.

5. **Severability.** If any part of this Ordinance is unenforceable for any reason, then the remainder of this Ordinance remains in full force and effect.

6. **Effective Date.** This Ordinance takes effect immediately at second reading.

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

George Patrick McLeer, Jr., Mayor

[CITY SEAL]

ATTEST:

Elizabeth Adams, City Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC

First Reading: September [], 2024
Second Reading / Final Approval: October [], 2024

September 04, 2024

City of Fountain Inn
Shawn M. Bell, ICMA-CM
City Administrator
200 North Main Street
Fountain Inn, SC 29644

email: shawn.bell@fountaininn.org

**RE: Municipal Complex – City of Fountain Inn
 LS3P Project # 3752-240613**

Shawn:

Thank you for allowing LS3P ASSOCIATES LTD. the opportunity to provide architectural and engineering services for a new Municipal Complex located in Fountain Inn, South Carolina. This proposal outlines the terms and conditions of our agreement as we understand it. The attached terms and conditions and hourly rate schedule shall apply to this agreement.

Project Description

New municipal complex for Fountain Inn, SC to include new multi-level police and fire department building and multi-level City Hall and Administration Building, totaling approximately 60,000 SF in two buildings on the site of the existing Fountain Inn City Complex.

LS3P is pleased to present this proposal for architectural and engineering design services which includes:

- Architectural Design (LS3P)
- Civil Engineering & Landscaping (ADC & Studio Main)
- Structural Engineering (PEA)
- Mechanical, Plumbing and Fire Protection Engineering (Crow & Bulman)
- Electrical Engineering (Burdette)

Scope of Services

This design team will guide The City in finalizing a project plan utilizing the conceptual design completed to date as the starting point for design conversations. LS3P assumes that an individual will be named by the City as the single point of contact for the project, and all directives to the design and construction team will be through that individual. Initially our team will perform due diligence on the existing site while developing a project “road map” to guide the full design team (The City & LS3P’s team) through the whole process. At this workshop we will be able to discuss milestones, key dates, and key deliverables and other important aspects of the project.

We will attend any city meetings that will be needed to provide project updates and information. Renderings and drawings of the project will be prepared by the design team to convey the design to The City and to be used in Public Meetings for community review. When the time comes, we will aid The City in selecting and procuring a General Contractor or Construction Manager.

We will develop the design documents through to permittable construction documents to be used by The City and the selected General Contractor to build the project. To ensure quality construction, LS3P assumes that the City will hire a 3rd party Engineering Testing Firm to perform building material and special inspection testing during construction. LS3P and/or our consultants will visit the site once every two weeks (estimated average projection) as required to review the status of the construction effort. Shop drawings, RFIs (request for information) and OAC (Owner, Architect & Owner) meetings will be included and once a month, during one of the site visits, LS3P will review the Construction Pay Application with the General Contractor and The City as compared to the Schedule of Values.

Pre-Design (3-4 weeks)

Once the design contract is finalized and executed LS3P will schedule a program review meeting with The City to review and adjust the conceptual design. If the City wishes, LS3P can host a Pre-Design Community Engagement Meeting to get feedback from the community regarding the conceptual design submitted. A second program review meeting will follow which will include finalizing the program and confirming the preliminary budget.

Schematic Design (8-10 weeks)

At the onset of Schematic Design, the design team will meet with the City to review the site for its use for the new Municipal Complex and determine what modifications need to be made to improve it. The design team will guide the effort in building material selection, systems, and equipment and discuss alternative approaches as needed to design a practical and cost-effective solution to optimize the budget. We will also review the zoning and permitting requirements with the City and the Authorities Having Jurisdiction (AHJs). The design team will incorporate sustainable design practices and will review a LEED checklist with the City to determine which principles are of most concern to the City; however we do not anticipate pursuing LEED certification in this proposal. The design team will develop schematic design documents to include a site plan, building plans, roof plan, elevations, and building and wall sections as needed to schematically represent the design. LS3P will submit the design documents to the selected CM/GC or to a cost estimator for a preliminary construction cost analysis. After we receive numbers back, LS3P will present and review the cost estimate and schematic design with the City. Suggested revisions to the design to meet the budget or otherwise will be incorporated in the design in the next phase. *(Total exterior & interior 3d Images estimated at 8; additional image beyond could be subject for additional services and fee)*

Design Development (8-10 weeks)

The design team will further develop the design documents based on input from the City concluding the Schematic Design Phase. Assuming that all site related decisions have been made, the civil engineering team will complete the majority of their design work at this time and begin the site and sewer permitting phase as site and sewer permits take longer than building permits. LS3P and the appropriate consultants will meet with the City during the DD Phase to confirm the building systems for HVAC, fire, lighting, etc. Additional consultants needed to provide AV and furniture will be brought into the project at this time (if applicable). The design documents will be further developed to a Design Development level and submitted to a GM/GC or a cost estimator for another construction cost estimate. After receiving the construction cost estimate back, LS3P will present and review the cost estimate and design development documents with the City. Suggested revisions to the design to meet the budget or otherwise will be incorporated in the design in the next phase. *(Total exterior & interior 3d Images estimated at 8; additional image beyond could be subject for additional services and fee)*

Construction Documents (10-14 weeks)

The design team will further the construction permit documents based on input from the City concluding the Design Development Phase. A progress review meeting will be held with the City at 50% CDs. A project manual including the specifications will be developed with the drawings. LS3P will work closely with and rely on the City's representative to develop the Division 1 section of the specifications related to the general requirements of the project to make sure the City's procurement code is followed accurately. We suggest that the basis for the Owner/Contractor agreement will be AIA document A101 (Standard Form of Agreement Between Owner and Contractor) and A201 (General Conditions of the Contract for Construction). At 95% CDs LS3P will host a Quality Assurance Review Meeting at LS3P's office for the GC/CM, the engineering consultants, and the Owner to attend. The 95% set will also be submitted to GC/CM to provide a final cost estimate. 2-weeks later LS3P and the design team will meet with the City to deliver a final cost estimate and provide a Building Permit Set that will also be used to bid the project. If the City elects to move forward with the GC/CM company, then the GC will go out to the market to start procuring subcontractors for the work. *(Total exterior & interior 3d Images estimated at 8; additional image beyond could be subject for additional services and fee)*

Construction Procurement / Bidding (4-6 weeks)

Only if the City selects not to use the GC/CM company that was hired during the Design Phase.

LS3P will assist the City in pre-qualifying bidders and work with the City and a local printing company to advertise and release the project to bid. LS3P will assist the City to answer questions of the bidders during the bidding phase. Any modifications to the Permit Documents required by the Building Official will be incorporated as an Addendum and sent out to the bidders prior to the accepting of bids from the Pre-qualified GCs. LS3P in association with the City will host a Pre-bid conference, receive bids, review the contract, and assist the City with the award of the contract.

Construction Period (14-18-months)

LS3P will assist the City at the beginning of construction by issuing the Notice to Proceed. The design team will review submittals, RFIs, and shop drawings during the construction phase. LS3P and/or our consultants will visit the site once every two weeks as required to review the status of the construction effort. Once a month, during one of the site visits, LS3P will review the Construction Pay Application with the General Contractor and the City as compared to the Schedule of Values. Near the conclusion of the construction period, the design team will review the General Contractor's punch list and help the City to determine when a Substantial Completion certificate may be issued and the Building Official can issue the Certificate of Occupancy.

Owner Occupancy (4-weeks)

During this phase the furniture will be installed and the contractor will walk the Owner through all commissioning and training of systems. The design team will assist as required during this phase. Once the Owner has moved in, the design team will review the building with the City to do a walk-through and post-occupancy evaluation.

Design Services not included in this Fee Proposal

- Stormwater Pollution Prevention Plans (SWPPP) inspections have not been included, but can be added if required by the Authority Having Jurisdiction (AHJ).
- "As-Built" or "Record Drawings" – LS3P assumes that the selected general contractor will keep a current set of drawings with any changes to the project noted on the field set. The field set will be scanned into a PDF at the end of the job and used as the "Record Drawings".
- Interior finishes and design is included in the base design scope but the furniture, fixtures, and equipment (FFE) will not be included in this scope of work. If FFE is wanted, that will be treated as an additional services and fee on a different contract.

Cost of Services

Architecture:

Phase 1:	
Programming/Space Adjacent Study:	\$ 180,000.00
30% Design Set:	\$ 230,000.00
60% Design Set:	\$ 340,000.00
<u>CM Selection Process:</u>	<u>\$ 30,000.00</u>
Subtotal:	\$ 780,000.00
Phase 2	
90-100% Design Set:	\$ 260,000.00
Permit/Construction:	\$ 40,000.00
<u>Full CA Services:</u>	<u>\$ 450,000.00</u>
Subtotal:	\$ 750,000.00
TOTAL:	\$1,530,000.00

Civil Engineering:

Phase 1	
Programming/Space Adjacent Study:	\$ 8,454.00
30% Design Set:	\$ 14,965.00
60% Design Set:	\$ 40,156.00
<u>CM Selection Process:</u>	<u>\$ 2,992.00</u>
Subtotal:	\$ 66,567.00

Phase 2	
90-100% Design Set:	\$ 29,337.00
Permit/Construction:	\$ 12,397.00
<u>Full CA Services:</u>	<u>\$ 37,494.00</u>
Subtotal:	\$ 79,228.00

TOTAL: \$145,795.00

Landscaping/Hardscape Design:

Phase 1	
Programming/Space Adjacent Study:	\$ 8,470.00
30% Design Set:	\$ 7,700.00
60% Design Set:	\$ 7,700.00
CM Selection Process:	\$ 2,310.00
Surveying & Utility Locate:	\$ 14,960.00
Geotechnical Investigation:	\$ 11,385.00
Environmental Site Assessment/HBM:	\$ 41,805.00
Traffic Impact Analysis/Signal Retiming:	\$ 31,900.00
<u>ADC Engineering Coordination Services:</u>	<u>\$ 15,900.00</u>
Subtotal:	\$142,130.00

Phase 2:	
90-100% Design Set:	\$ 11,550.00
Permit/Construction:	\$ 0.00
<u>Full CA Services:</u>	<u>\$ 21,230.00</u>
Subtotal:	\$ 32,780.00

TOTAL: \$174,910.00

Structural Engineering:

Programming/Space Adjacent Study:	\$ 0.00
30% Design Set:	\$ 46,200.00
60% Design Set:	\$ 45,100.00
<u>CM Selection Process:</u>	<u>\$ 0.00</u>
Subtotal:	\$ 91,300.00

90-100% Design Set:	\$ 45,100.00
Permit/Construction:	\$ 0.00
<u>Full CA Services:</u>	<u>\$ 41,690.00</u>
Subtotal:	\$ 86,790.00

TOTAL: \$178,090.00

Electrical Engineering:

Programming/Space Adjacent Study:	\$ 0.00
30% Design Set:	\$ 54,450.00
60% Design Set:	\$ 54,450.00
CM Selection Process:	\$ 0.00
Subtotal:	\$108,900.00

90-100% Design Set:	\$ 54,450.00
Permit/Construction:	\$ 18,150.00
Full CA Services:	\$ 33,000.00
Subtotal:	\$105,600.00

TOTAL: \$214,500.00

**Mechanical, Plumbing and Fire Protection Engineering –
Four-Pipe HVAC System:**

Programming/Space Adjacent Study:	\$ 0.00
30% Design Set:	\$ 42,405.00
60% Design Set:	\$ 56,540.00
CM Selection Process:	\$ 0.00
Subtotal:	\$ 98,945.00

90-100% Design Set:	\$ 14,135.00
Permit/Construction:	\$ 98,945.00
Full CA Services:	\$ 70,675.00
Subtotal:	\$183,755.00

TOTAL: \$282,700.00

Phase 1 total:	\$1,287,842.00
Phase 2 total:	\$1,238,153.00

GRAND TOTAL: \$2,525,995.00

Reimbursable Expenses:

Reimbursable expenses include out-of-pocket expenses such as supplies, prints, plots, phone, regular mail, fax, courier and overnight delivery. Expenses also include prints for permitting and contractor use, out-of-City travel, and travel as they relate to construction administration visits. The reimbursable expenses shall be billed at 1.1 times the direct cost. (See attached Exhibit 1, II. STANDARD BILLING PROVISIONS).

Additional Services and Exclusions:

Additional services not covered in the above scope of work but found to be necessary in final design production services shall be negotiated. The client shall be advised of additional costs and shall approve the same before architect proceeds with additional work (See attached Exhibit 1, II. STANDARD BILLING PROVISIONS). Additional services for consultants are billed at 1.25 times the consultant's direct invoice to the architect.

Schedule:

LS3P ASSOCIATES LTD. can begin within a two (2) week window upon notice to proceed is given.

Insurance:

LS3P maintains a minimum \$1 million of professional liability insurance.

Conclusion:

We look forward to working with you and are extremely excited about this opportunity. Please do not hesitate to contact us if you have any questions or need additional information. If you are in agreement with this proposal, please indicate your acceptance by signing and dating the original in the space below. Please return one fully executed copy to our office.

Note that execution of this document will allow us to begin work, however an AIA Agreement (Presumed B107) will follow, to which this proposal will become an exhibit.

Sincerely,



John R. Edwards, AIA, NCARB
Vice President | Principal | Greenville Office Leader



Dean Oang, Assoc. AIA, GGP
Associate Principal | Civic & Industrial Sector Leader

Attachments: Exhibit 1, Standard Terms
LS3P ASSOCIATES LTD

Accepted by:	Title:	Date:
_____	_____	_____

Enclosure: Exhibit 1, Standard Terms Exhibit
Cc: Judi Hayden-Rank, Project Accountant

EXHIBIT 1

7/1/2023

I. STANDARD TERMS

Confidential – Not for distribution without permission of LS3P ASSOCIATES LTD.

A. Agreement

This Proposal, including this Exhibit 1, is the entire and integrated agreement between Owner and LS3P, supersedes all prior negotiations or agreements, either written or oral, and shall be governed by the laws of the state of South Carolina without regard to principles of conflicts of law. This Proposal may only be amended in a writing signed by both parties. If any provision of this Proposal is invalid or unenforceable, the remainder of this Proposal will still be valid. By signing, The Owner agrees to the terms of this Proposal, including this Exhibit 1, and agrees to pay LS3P in accordance with the terms stated herein.

B. Exclusions

Only those services specifically included in this Proposal are included in the base services.

C. Expiration Time

This Proposal is effective up to 90 days from the Proposal date set forth above. After ninety (90) days, the terms set forth herein shall be subject to renegotiation unless otherwise agreed.

D. Standard of Care

LS3P shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. LS3P shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Owner agrees that LS3P is not in control of the various authorities having jurisdiction ("AHJ's") over the Project or their respective review and approval schedules. LS3P will assist Owner and the Contractor in applying for the necessary approvals by the AHJ's but ultimate responsibility for obtaining such approvals remains with Owner.

LS3P shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor nor shall LS3P be required to review partial submissions or those for which submissions for correlated items have not been received. Owner agrees that no set of plans and specifications is entirely free of errors and omissions and that additive Change Orders which arise out of errors or omissions in the plans and specification and which result in an increase in the amount of the contract for the construction of the Project are possible. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to Owner shall be borne by Owner, not LS3P (to the extent of the betterment or value added), and shall not be the basis of a claim.

E. Owner Information and Services

Owner shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project and shall establish a budget with reasonable contingencies that meet the Project requirements. Owner acknowledges, however, that LS3P has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. LS3P shall be entitled to rely upon the accuracy and completeness of the services and information furnished by Owner, consultants, and contractors

including those consultant services required under the International Building Code sections 1703 (Approvals) and 1704 (Special Inspections), as applicable. Owner shall identify a representative authorized to act on Owner's behalf with respect to the Project. Owner shall render decisions and approve LS3P's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of LS3P's services. Owner's Representative is the only person authorized to act on behalf of Owner and to make changes to the scope of work and services under this Agreement. Any change to Owner's representative shall be made in writing and sent to LS3P. Such representative is as follows:

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

Owner identifies the following financial representatives:

Owner's Finance Director

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

Owner's Accounts Payable Contact

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

LS3P will use Newforma Project Center as its project information management software platform. Any change from or addition to that platform shall be for the benefit of Owner and Contractor and will constitute an Additional Service to be billed as a separate task to Owner.

F. Termination or Suspension

Either party at any time with or without cause may terminate this Proposal by written notice to the other. Termination shall be effective seven (7) days after the date the notice is received. Upon effective termination, all services provided and expenses incurred up to and including the date of termination shall be immediately reimbursable, due, and payable to LS3P. Failure of Owner to make payments to LS3P under this Proposal shall be cause for termination.

In the event of a suspension of services, LS3P shall have no liability for any damages to Owner incurred because of such suspension. Termination or suspension of services by LS3P shall in no way relieve Owner of its obligation to compensate LS3P for services provided and expenses incurred up to and including the date of termination or suspension. If Owner suspends the Project, LS3P shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, LS3P shall be compensated for expenses incurred in the interruption and resumption of LS3P's services. LS3P's fees for the remaining services and the time schedules shall be equitably adjusted.

G. Ownership of Documents

Designs, drawings, specifications, and other documents prepared by LS3P and/or its consultants are Instruments of Service for use solely with respect to this Project. LS3P and its consultants reserve all respective rights in and to those Instruments of Service including, but not limited to, copyrights.

H. Photography / Job Sign

LS3P reserves the right to photograph the Project and use said photographs in future promotional material. Photography sessions will be coordinated with Owner to avoid distraction during business hours. Owner shall allow LS3P to post a sign at the Project site at LS3P's expense containing LS3P's name, logo, and contact information. Such sign shall remain at the site during the design and construction phases of the Project. LS3P shall coordinate the appearance and location of its sign with those of the other Project participants.

I. Mutual Waiver of Consequential Damages

Owner and LS3P waive consequential damages against each other for claims, disputes, or other matters in question arising out of or relating to this Project. This waiver is also applicable to damages due to termination and/or value engineering and will survive termination of this Proposal.

J. Limitation of Liability

LS3P'S LIABILITY (IF ANY) TO OWNER FOR ANY AND ALL CLAIMS AND/OR DAMAGES SHALL BE LIMITED TO A MAXIMUM OF AND SHALL NOT EXCEED, EITHER INDIVIDUALLY OR IN THE AGGREGATE, THE TOTAL AMOUNT OF LS3P'S FEE RECEIVED FOR THIS PROJECT.

K. Insurance

Owner and LS3P waive all rights against each other for damages to the extent covered by property insurance applicable to this Work except such rights as they may have to proceeds of such insurance held by Owner as a fiduciary. Owner shall cause the general liability insurance policies issued to the Contractor(s) and its subcontractors providing construction related activities in connection with the Project to list LS3P and its consultants as additional insureds under those policies by way of ISO endorsement CG 20 32 or its equivalent. Owner agrees to maintain general liability coverage in the amount of \$1,000,000.00 per occurrence and in the aggregate for the duration of the Project. Owner agrees to name LS3P and its consultants as additional insureds on its general liability policy providing coverage to this Project.

L. Third Party Claims

This Proposal shall not create any right, remedy, relationship, and/or cause of action in any third party.

M. Means, Methods, Schedule, and Safety

LS3P has no control over, charge of, or responsibility for hazardous materials or the means, methods, schedule, and/or safety in connection with this Project. LS3P and LS3P's consultants shall have no responsibility for the discovery, presence, handling, disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project Site. LS3P or its consultants shall not be held liable for any hazardous materials or toxic substances related claim. Owner will have all hazardous materials or toxic substances removed independently before construction begins. If any additional

hazardous material or toxic substances are encountered during the course of the work, Owner shall be responsible for providing industrial hygienist services necessary to carry out abatement, removal, or encapsulation of the material. LS3P or LS3P's consultants shall not be held liable for the discharge or release of contaminants or other pollutants. Owner agrees to indemnify and hold harmless LS3P and its consultants from and against all third-party claims related to hazardous materials and/or toxic substances.

N. Notices

The only valid addresses for receipt of notice are as follows:

LS3P: LS3P ASSOCIATES LTD.
2 West Washington Street, Suite 600
Greenville, SC 29601

Owner: City of Fountain Inn
200 North Main Street
Greenville, SC 29644

O. Basis of Opinion

Projects requiring observation and reporting of existing structures may have conditions concealed from view that differ from available documentation or other information. LS3P is not responsible for the costs or delays resulting from the later discovery of such actual conditions. This Proposal and any subsequent representation is a statement of professional opinion based on the information available during the assessment and/or evaluation of the subject property. Such opinion is formed by the judgment of LS3P from the knowledge of available facts and other information. This Proposal and any subsequent representation only reflect the conditions on the day of site observation. Owner hereby acknowledges that existing conditions can and will change relative to the information contained in this Proposal and/or any subsequent representation.

P. Payment

Design Services will be billed monthly in accord with the percentage of work complete and the terms of compensation. Additional Services by LS3P, Additional Services by consultants, and/or reimbursable expenses shall be billed monthly based upon accrued amount including mark-ups. Owner shall pay LS3P the balance due upon receipt of invoice. If unpaid invoices become more than sixty (60) days overdue, LS3P may, upon seven (7) days written notice to Owner, contact Owner directly for payment and/or stop work until payment is received. In the event of non-payment, Owner shall reimburse LS3P for any attorney's fees incurred to collect the unpaid receivables. LS3P will begin work on this Project once the Proposal signed by both parties have been received. Payments on this Project should be sent directly to:

LS3P ASSOCIATES LTD.
PO Box 96327
Charlotte, NC 28296-0327

Q. Dispute Resolution

Dispute resolution shall be by stepped negotiations in the following order: (1) exchange of written statements of position, (2) meeting of representatives with full settlement authority, (3) mediation, and then (4) litigation.

R. Enhanced Construction Phase Services

Owner agrees that Work will progress during the period between LS3P's Basic Construction Phase Services site visits that can and will be concealed from view during subsequent site visits, resulting in Work that LS3P is unable to observe. If Owner desires to reduce the amount of concealed Work that LS3P is unable to observe, LS3P shall provide Enhanced Construction Phase Services as Additional Services as indicated by Owner:

- ☐ Visit the site one (1) time per week;
- ☐ Visit the site two (2) times per week;
- ☐ Visit the site every "work day" as outlined in the Contractor's construction schedule; or
- ☐ Provide "full time" site representation for the duration of the construction.

Owner further agrees that LS3P explained the benefits of Enhanced Construction Phase Services to Owner. If Owner voluntarily elected not to engage LS3P to perform such services, then Owner agrees that without Enhanced Construction Phase Services the Project may experience scheduling, budget, and/or coordination problems which will be more difficult and more costly to remedy than prevent.

II. STANDARD BILLING PROVISIONS

Confidential – Not for distribution without permission of LS3P

LS3P provides Architecture, Interiors, and Planning Services on a time and materials basis as follows:

1. Compensation for Services provided by LS3P personnel shall be at the following hourly rates:

Senior Officer / Principal	\$275
Officer / Principal	\$250
Senior Project Manager	\$225
Senior Project Designer	\$225
Project Manager	\$200
Senior Architect / Senior Interior Designer	\$190
Architectural Staff III / Interior Design Staff III / Design Staff III	\$170
Architectural Staff II / Interior Design Staff II / Design Staff II	\$150
Architectural Staff I / Interior Design Staff I / Design Staff I	\$135
Designer	\$125
Senior Technician	\$135
Technician	\$125
Administrative	\$100

2. For Services of Professional and Engineering Consultants including and not limited to Structural, Civil, Mechanical, Electrical, Plumbing, and Surveying Services, a multiple of 1.25 times the amount billed to LS3P will apply.
3. Billing will occur monthly or at the completion of the work, whichever comes sooner, with payments due upon receipt.
4. After thirty (30) days from the date of invoice, payments due and unpaid shall bear a late charge of one and one-half percent (1.5%) per month from the date of invoice.
5. Reimbursable Expenses (i.e., Travel, Reproductions, Plots, Postage, Handling and Delivery, Renderings, Models, etc.), incur a multiple of 1.1 times the amount expended by LS3P. Large quantity reproductions, blue-line prints, black-line prints, sepia prints, high resolution scans, and other special graphic media formats will be outsourced at vendor pricing plus customary 10% markup.
6. Digital Reproduction of Documents and Instruments of Service (limited to computer generated drawings and not to be considered Contract Documents as defined by the General Conditions for the Contract for Construction) may be obtained for specific qualified purposes with appropriate authorization and subject to an LS3P Letter of Agreement stating Terms and Conditions for release. Drawing Sheets prepared using Autodesk® Revit®, Autodesk® AutoCAD®, and Bentley® MicroStation® application software shall have the following per sheet billing rates as Digital Documents:

<u>Electronic Files Formats</u>	<u>Per Sheet</u>
DWG (Autodesk® Drawing File)	\$30.00
DGN (Bentley® Design File)	\$30.00
DXF (Autodesk® Data Exchange File)	\$30.00
DWF (Autodesk® Design Web Format)	\$10.00
PDF (Adobe® Portable Document Format)	\$4.00

Autodesk Revit and AutoCAD drawing files represented in the DWG and DXF file formats and Bentley MicroStation design files represented in the DGN file format are viewable, printable and editable using application software. Autodesk Design Web Format or DWF files and Adobe® Portable Document Files or PDF files formats are viewable and printable using Autodesk Design Review and Adobe Acrobat Reader, respectively. These software viewers are available as free downloads. DWF and PDF file formats are not editable and may be scaled, red-lined or otherwise marked up without changing the original files. Additional charges for file format conversion may apply.

7. Minimum billable time for Depositions and Testimony is One-Half Day.
8. This standard schedule is subject to change 6 months from date of issuance.

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

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

September 12, 2024

Regular City Council Meeting

☐ Ordinance/First Reading ☐ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested:** September 12, 2024**Summary Background:**

The developers of the Barton Hollow PD have requested a major change to the Statement of Intent (SOI). To allow a self-storage facility on HWY 651, it is requested that this use be added as an allowable use within Commercial Area “C”.

Impact If Denied:

Commercial Area “C” will be able to establish any permitted use in the C-2 district. Many of these uses are higher intensity than that of a storage facility.

Impact If Approved:

Barton Hollow will be permitted to build a self-storage facility on HWY 651.



AGENDA

September 12, 2024

To: City Council
From: Planning Director, Jason Knudsen
Subject: SP-2024-05, Barton Hollow Major Change
Meeting Date: August 22, 2024
Type of Agenda Item: Major Change to a PD
Attachments: Vicinity Map
Zoning Map
Approved Concept Plan
Revised Statement of Intent
Rendering

OWNER: Tigers & Bears LLC
AUTHORIZED REP: Phillip Day, Falcon South Carolina
LOCATION: 117 HWY 651 (Tax Map # 0562010102801)
CURRENT ZONING: PD (Planned Development)
SIZE OF PROPERTY: Approximately 28.94 Acres (total PD)

REQUEST

The City of Fountain Inn has received an application for a major change to a PD (Planned Development). The applicant desires to amend the Barton Hollow PD and its Statement of Intent (SOI) to add a subsection "b" under Section IX only for an allowable use for Commercial Area "C" (TMS #0562010102801) to allow Self-Service Storage Facility (mini warehouses) as allowed under S-1, Service District Zoning and as defined in Code of Ordinances Appendix A, Article 4.-Definitions.

This includes updating Section IX. 3. Building Setbacks to reducing the front building setback along Highway 651 from 35 ft down to 25 ft and not placing any drive isles or parking within the front setback other than the entrance per SCDOT requirements.

LOCATION & SITE DESCRIPTION

The PD is located near the northwest corner of Milacron Dr. and Fairview Street Extension. Commercial Area "C" is located at the northern most point of the PD along HWY 651.

ZONING DISTRICT

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 petition was conducted on August 22, 2024, before the body of the Fountain Inn Planning Commission. There was no public comment.

PLANNING COMMISSION REVIEW

The Fountain Inn Planning Commission has reviewed the request for a major change to the Barton Hollow PD at their August 22, 2024 meeting. By a vote of 7-0, the Planning Commission recommends approval of the requested major change for agenda item SP-2024-05.

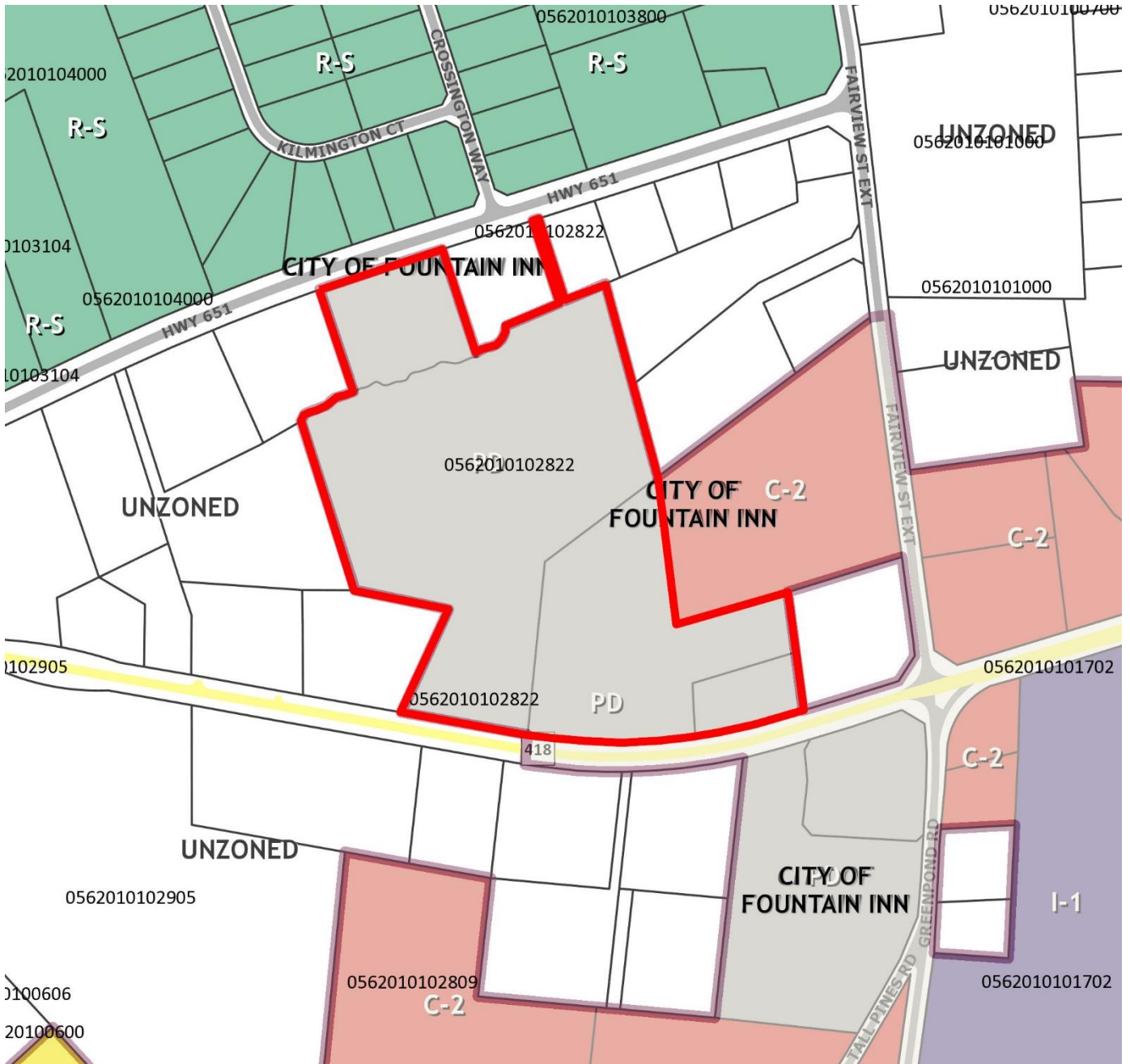
STAFF COMMENTS

The use of a self-storage facility will generate significantly less traffic than most uses currently permitted for area "C". The developer has taken care to minimize negative visual impacts to the neighboring properties and vehicles along HWY 651. While the SOI is being revised, the concept plan remains the same.

VICINITY MAP



ZONING MAP



SITE DATA

TMS #:	0562010102800, 0562010102801, 0562010102815 0562010102820, 0562010102822, 0562010102823		
TOTAL AREA:	±28.94 ACRES		
EXISTING ZONING:	PD, PLANNED DEVELOPMENT		
RESIDENTIAL AREA:	NORTH SIDE ±18.24 ACRES	SOUTH SIDE ±5.71 ACRES	= 23.95 ACRES
COMMERCIAL AREA:	±2.92 ACRES	±2.07 ACRES	= 4.99 ACRES
TOTAL AREA:	±21.16 ACRES	±7.78 ACRES	= 28.94 ACRES
TOTAL UNITS:	105 TH + 12 LOTS + 34 - TYPE "A" 71 - TYPE "B"	25 LOTS	= 142 TOTAL
MINIMUM WIDTH:	30' - TYPE "A" 20' - TYPE "B"	46'	
MINIMUM LOT SIZE:	3,300 SF - TYPE "A" 2,000 SF - TYPE "B"	46' X 90' (4,140 SF)	
RESIDENTIAL DENSITY:	5.9 UNITS/ACRE		
AMENITY/Common-Open Space/Landscape/Bufferyard Area	9.13 ACRES (50.0%)		
PROPOSED ROADS:	±3,201 LF (±0.61 MI) ALL PRIVATE ROADS	±1,100 LF (±0.21 MI)	
SETBACKS/BUFFERYARD PERIMETER PROPERTY:	15' MINIMUM		
EXISTING ROAD FRONTAGE:	25' MINIMUM 35' MINIMUM 35' MINIMUM 35' MINIMUM		
INTERNAL FRONT YARD:	20' MINIMUM		
BETWEEN END UNITS:	15' MINIMUM		
SIDE YARD:	5' MINIMUM (SINGLE FAMILY DETACHED LOTS ONLY)		
REAR YARD:	10' MINIMUM		
NOTE:	- COMMON/OPEN SPACE AREAS NOT TO BE SUBDIVIDED		
SEWER PROVIDER:	METRO SEWER DISTRICT		
WATER PROVIDER:	GREENVILLE WATER		

Residential	Entire Development	This Plan	Cumulative
Permitted Density	5.93 UNITS/ACRE	5.93 UNITS/ACRE	5.93 UNITS/ACRE
Gross Acres	23.95	23.95	23.95
Units Allowed	142	142	142
Units Proposed	142	142	142
Non-Residential	Entire Development	This Plan	Cumulative
Gross Acres	4.99	4.99	4.99
Number of Buildings	TBD	TBD	TBD
Gross Square Feet	TBD	TBD	TBD

- GENERAL NOTES:
- ENGINEER ACKNOWLEDGES THAT THESE ARE SURVEYED BOUNDARIES USING STATE PLANE COORDINATES AND SUCH WILL BE UTILIZED FOR FINAL PLAT.
 - ALL NEW ROADWAYS WITHIN DEVELOPMENT WILL HAVE A 40' (MIN.) PRIVATE R.O.W.
 - PUBLIC WATER IS AVAILABLE ALONG FAIRVIEW ST EXT., GREENPOND RD., AND HIGHWAY 651 PROVIDED BY GREENVILLE WATER SYSTEM.
 - PUBLIC SEWER IS AVAILABLE TO BE BROUGHT TO THE SITE AND PROVIDED BY METRO CONNECTS.
 - ALL CROSSWALKS AND SIDEWALKS TO MEET ADA GUIDELINES (LDR ARTICLE 8.18)
 - A STORMWATER MANAGEMENT AND SEDIMENT REDUCTION PLAN WILL BE PREPARED FOR THIS PROPERTY AND A PERMIT FOR LAND DISTURBING ACTIVITY WILL BE APPLIED FOR THROUGH LAND DEVELOPMENT.
 - ALL ENTRANCES TO MEET ALL SCDDT DESIGN REQUIREMENTS DURING FINAL DESIGN AND PERMITTING.
 - SIGHT TRIANGLES AT ALL INTERNAL AND ACCESS INTERSECTIONS SHOWN PER LDR 8.14.1.



SITE LEGEND

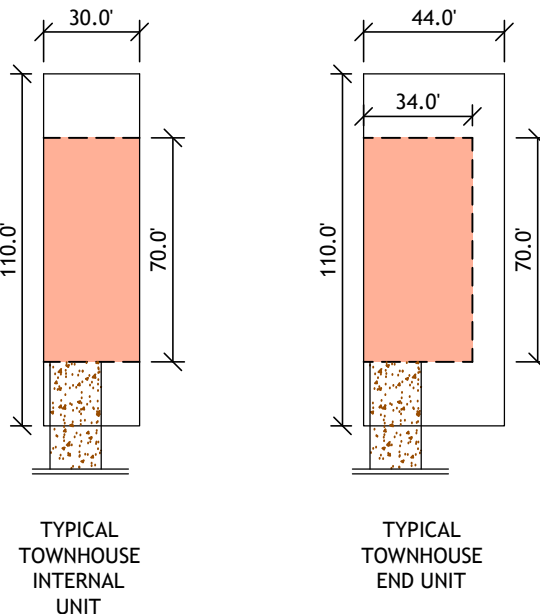
- ASPHALT PAVEMENT
- COMMUNITY AREAS
- GRASS/LANDSCAPED AREAS
- WETLANDS/WATERS OF THE STATE
- NATURAL BUFFERS
- STORMWATER MANAGEMENT AREA
- SINGLE-FAMILY DETACHED LOTS
- COMMERCIAL AREAS
- INDIVIDUAL TOWNHOUSE DRIVEWAY
- SIDEWALK
- SUTERA WASTE DISPOSAL SYSTEM
- CHARGING STATION

LEGEND

- OVERALL PROPERTY BOUNDARY
- PROPOSED PROPERTY LINES
- EXISTING EDGE OF CREEK
- PROPERTY PIN
- EXISTING ROAD RIGHT OF WAY
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING SEWER MH
- PROPOSED SEWER MH
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT

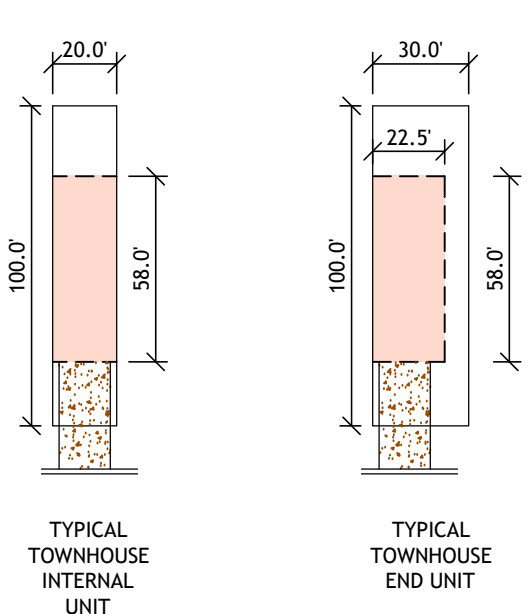
TOWNHOMES "A"

A-1 TO A-34



TOWNHOMES "B"

B-1 TO B-71



LOCATION MAP 1" = 2,000'

PRELIMINARY PLAT

OWNER'S CERTIFICATION

As the owner of this land, as shown on this preliminary plat or its agent, I certify that this drawing was made from an actual survey, and accurately portrays the existing land and its features and the proposed development and improvements thereto.

Date: 7-18-24

[Owner][Agent][Name]: Phillip Day, Member

Signed: [Signature]

DESIGN PROFESSIONAL CERTIFICATION

It is hereby certified that this preliminary plat was prepared using a survey of the property plats/deeds of records; and further that the proposed subdivision meets all requirements of the City of Fountain Inn Ordinance, as applicable to the property.

By Name: J. Wesley White, PE

Signed: [Signature]

Registered Professional No. 23827

Address: PO Box 806, Anderson, SC 29622

Telephone No. 864-226-0980

Date: 7-18-24

CERTIFICATE OF PROJECT APPROVAL

All applicable requirements of the City of Fountain Inn Ordinance relative to Project Approval having been fulfilled, approval of this preliminary plat is hereby granted by the Manager or the Subdivision Administrator, subject to further compliance with all provision of said development regulations.

Manager or Subdivision Administrator: _____

Date: _____

Barton Hollow

(PD DEVELOPMENT)

TMS #0562010102800, 0562010102801, 0562010102815
0562010102820, 0562010102822, 0562010102823

Falcon Real Estate Lending, LLC
7 Hindman Dr.
Greenville, SC 29609

Ridgewater Engineering & Surveying, LLC
P.O. Box 806
Anderson SC 29622

OWNER

ENGINEER OR SURVEYOR

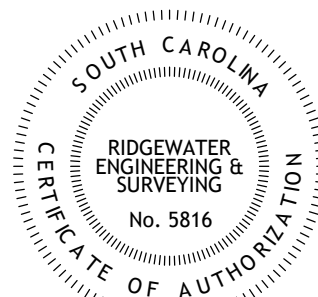
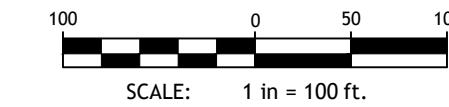
Date: 7-18-24

Drawn By: JWW

Checked: JWW

Job Number: 22212

Revisions: 9



This drawing and the design shown thereon are the property of ridgewater engineering & surveying, llc. The reproduction, copying or use of this drawing without written consent is prohibited and any infringement will be subject to legal action.

STATEMENT OF INTENT

(REVISED)

for

Barton Hollow

(FKA The Grove)

(PD Development)

for

APPLICANT

Falcon Real Estate Lending, LLC

7 Hindman Dr.

Greenville, SC 29609

Phillip Day

864.907.6509

phillip@falconsouthcarolina.com

Engineer/Surveyor

Ridgewater Engineering & Surveying, LLC

PO Box 806

Anderson, SC 29622

J. Wesley White, PE

864.226.0980

wesley@ridgewatereng.com

7/18/24

I. PROPERTY DESCRIPTION

The Barton Hollow (project) consists of properties located along at the intersection of Highway 418 and Greenpond Rd. The project area is ±28.94-acres and is made up by six (6) parcels as follows and all zoned PD and in the City of Fountain Inn:

- TMS #0562010102800, TMS #0562010102801, TMS #0562010102815,
TMS #0562010102820, TMS #0562010102822, TMS #0562010102822

Water will be provided by Greenville Water and sewer by the Metro Sewer District.

II. DEVELOPMENT OVERVIEW

The project development plan is to annex parcel 1 above and rezone all four parcels to utilize the Planned Development (PD) zoning classification. The development will consist of 5 new access points with three onto Highway 418 and one each onto Highway 651 and Greenpond Rd. The roads within the community will all be private roads that are constructed to City standards. The private roads serving this development will have rolled curb and gutter. Other infrastructure improvements include public water mains, public sewer mains, storm drainage, and common areas. Common areas may be disturbed and undisturbed open space, walking trails, mail centers, wetlands/waters of the state, amenity areas, and other community gathering areas.

III. PROPERTY OWNERS ASSOCIATION

All amenity/common-open space/landscape/bufferyard areas will be owned and maintained by a newly formed Property Owners Association (POA). All roads are to be turned over to the POA for maintenance and care. The POA will also be responsible for maintenance of entrance monuments, landscaping, & site lighting. All stormwater management areas designed and constructed for the project will be designated/included within common areas and the necessary landscaping/screening will be maintained by the POA. Covenants and Restrictions for the project and governing the POA will be drafted and recorded at the Greenville County Register of Deeds Office along with final plat approvals.

IV. AMENITIES, LANDSCAPING, BUFFERS

The proposed development includes approximately 9.13-acres of amenity/common-open space/landscape/bufferyard area, including natural buffers along existing wetlands/waters of the state onsite, with maximum efforts to preserve existing vegetation/trees around the perimeter property. A minimum 15' building setback has been established along all property sides. There will be a 35' building setback established along existing roads. The open space may consist of disturbed and non-disturbed areas, passive open space, walking trails, and community gathering areas consisting of fire pits, dog parks, tot lot (playground), book exchanges, gardens, and gazebos.

V. INNOVATIVE DESIGN APPROACH

It is the development's intent to incorporate innovative design approaches throughout and in a variety of ways. These may include but are not limited to the Sutera system for trash pickup, solar powered street lights, independent charging stations, homes prewired for charging stations, community gardens/book exchanges/gathering areas, rainwater recapturing through bio-retention/wet ponds.

VI. DENSITY

The overall project will consist of 142 single-family residential units (mix of attached and detached) and ± 4.99 -acres of commercial tracts, leaving ± 9.13 -acres of ammenty/common-open space/landscape/bufferyard areas. The project density will be as follows:

	<u>NORTH SIDE</u>	<u>SOUTH SIDE</u>	
RESIDENTIAL AREA:	± 18.24 ACRES	± 5.71 ACRES	= 23.95 ACRES
COMMERCIAL AREA:	<u>± 2.92 ACRES</u>	<u>± 2.07 ACRES</u>	= <u>4.99 ACRES</u>
TOTAL AREA:	± 21.16 ACRES	± 7.78 ACRES	= 28.94 ACRES
TOTAL UNITS:	105 TH + 12 LOTS +	25 LOTS	= 142 TOTAL UNITS
RESIDENTIAL DENSITY:			= 5.9 UNITS/ACRE

VII. SCHEDULE

Construction on the project to start upon obtaining all infrastructure permits and project schedule is anticipated as follows:

- Residential: Developed out over the next 12 to 36 months.
Commercial: Tract "A" – Developed out over the next 18 to 24 months
Tract "B" – Developed out over the next 6 to 12 months

VIII. PUBLIC UTILITIES

Water and sewer service providers have been contacted regarding the proposed project and preliminary design and service options have been reviewed. The final design and construction will be completed upon approval of rezoning to PD as part of the overall site improvements and will be turned over to the appropriate public utility provider for ownership.

IX. DEVELOPMENT STANDARDS

1. Commercial Area Permitted Uses:
 - a. All uses in accordance with the current C-2, Commercial Zoning and allowed as such.
 - b. Commercial Area "C" to allow additional use of Self-Service Storage Facility (mini warehouses) as allowed under S-1, Service District Zoning and as defined in Code of Ordinances Appendix A, Article 4.-Definitions.

2. Lot Sizes and Density of Development: The minimum lot size is 2,000 SF for the single-family attached residential units. The proposed density for the residential areas is approximately 5.9 units per acre. The smaller lot sizes allow for greater open space/common area.

3. Building Setbacks

All the proposed setbacks for this project are as follows:

- 15' minimum perimeter setback along adjacent properties.
- 25' minimum setback along Highway 651 with no drive isles are parking within other than the entrance per SCDOT
- 35' minimum setback along all existing road frontages of Milacron Dr/Hwy 418, Greenpond Rd, Tall Pines Rd.
- 20' minimum front yard setback from proposed road right-of-way. (For internal private roads)
- 15' minimum spacing between end units (townhouse units).
- 5' minimum side yard setback (single family detached lots).
- 10' minimum rear yard setback.

4. Proposed minimum 40' right-of-way to be dedicated for all private internal roads.

5. Residential Construction and Maintenance: No mobile homes, trailers, campers or tents shall be permitted as permanent dwellings.

6. Public Improvements: No existing sidewalks are located along either Welpine Rd., a state-maintained road. The proposed project should have no impacts to the roads service level.

X. AMENDMENTS

Any changes to the provisions set forth herein must be approved by the City of Fountain Inn's requirements prior to the implementation of such changes.

