



AGENDA

FORMAL MEETING OF CITY COUNCIL

Thursday, February 10, 2022 - 6:00 p.m.

Meeting Location: Judicial Building, 300 Wall Street

Citizens may access the meeting at the following YouTube address:

<https://www.youtube.com/channel/UC6JiylrM1NUcM8Ea8BLXCfA>

1. Call to Order - Mayor McLeer
2. Invocation and Pledge of Allegiance
3. New Employee Introduction
4. Proclamation
 - a. Black History Month
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. Presentation
 - a. Reeves and Young, Public Utilities Building
 - b. Main Street Update - Kate Kizito
7. 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. Approve January 13, 2022 Regular Council Meeting Minutes
8. City Administrator's Report - Shawn M. Bell
 - a. January 2022 Reports

9. Public Hearing
 - a. 2022 Annual Action Plan, Imma Nwobodu, GCRA
10. Unfinished Business -
 - a. Second Reading, AX 2021-5 Lafayette Avenue Annexation
 - b. Second Reading, 2022-001 Truck Sign Ordinance
11. New Business -
 - a. Approval of Notice to Proceed of Public Works/Natural Gas Facility project
 - b. R 2022-4 Annual Action Plan
 - c. R 2022-2 2022 Safety Statement
 - d. Approval of Main Street Improvement Grant Program
 - e. R 2022-3 ARPA #3
 - f. Approval of Natural Gas AMA Contract
12. Executive Session -
 - a. Discussion of negotiations incident to proposed contractual arrangements concerning property located at Greenville County Tax Map # 0345000100600
 - b. For the receipt of legal advice concerning a pending claim with regard to planning and zoning.

After coming out of executive session, council may vote on items discussed during executive session.
13. Adjourn

Office of the Mayor
Fountain Inn, South Carolina
Proclamation

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WHEREAS, The principles of inclusivity guide the City of Fountain Inn in its commitment to help improve the lives of all individuals in the diverse community we serve; and

WHEREAS, Fountain Inn recognizes the importance of exploring historical issues which have shaped race relations in America and consequently impact the health and wellness of our Black community members; and

WHEREAS, African American history is the chronicle of the men and women who prevailed with extraordinary courage and faith during their struggles for freedom and equality in our state and nation; and

WHEREAS, In 1926, Carter G. Woodson and the organization he founded, the Association for the Study of African American Life and History, initiated Black History Week; and

WHEREAS, The second week of February was chosen to coincide with the birthdays of Abraham Lincoln and Frederick Douglas. The event inspired schools and communities nationwide to organize local celebrations, establish history clubs and host performances and lectures; and

WHEREAS, President Gerald Ford officially recognized Black History Month in 1976, calling upon the public to “seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history”.; and

WHEREAS, Across the generations, countless Black Americans have demonstrated profound moral courage and resilience to help shape our Nation for the better. Today, Black Americans lead industries and movements for change, serve our communities and our Nation at every level, and advance every field across the board, including arts and sciences, business and law, health, and education, and many more. In the face of wounds and obstacles older than our Nation itself, Black Americans can be seen in every part of our society today, strengthening and uplifting all of America; and

WHEREAS, As we celebrate National Black History Month, let us all recommit ourselves to reach for that founding promise that Black History is American History. Let us continue to fight for the equity, opportunity, and dignity to which every American is due in equal measure.

NOW, THEREFORE, I George Patrick McLeer, Jr., Mayor of the City of Fountain Inn, South Carolina, do hereby proclaim the month of February 2022 as

**BLACK HISTORY MONTH**

and encourage all our citizens to recognize this opportunity to honor and celebrate the contributions of Black Americans in all facets of endeavor in our community and to continue to work toward the ideals of equality, freedom, and opportunity that our city represents.



*In witness whereof I have hereunto set my hand  
and caused this seal to be affixed.*

\_\_\_\_\_  
George Patrick McLeer, Jr, Mayor

Attest: *Dandra H. Woods*

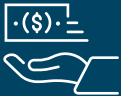
Date: February 10, 2022

## Community Profile

Fountain Inn | 2021



Population  
**#10,416**



Median HH Income  
**\$#67,886**



Median Age  
**#33.5**



## Helping Businesses Thrive

Historic Downtown Fountain Inn is a walkable district rich in cultural arts and entertainment experiences. Downtown fosters a collection of independently-owned destination businesses.

The mission of Main Street Fountain Inn, a department of the City of Fountain Inn, is to preserve, manage, promote, and enhance the development of Fountain Inn's historic downtown.

### Social Connection



**# 8.4K**  
Facebook Followers



**# 2.8K**  
Instagram Followers

**# 257K**  
Online Impressions

**# 20K**  
Online Engagements

## Reinvestment Stats January



**# 10 Facade Improvements Inquires**



**# 2 New Businesses Announced**



**# \$30,000 Reinvested in Building Improvements**



## MAIN STREET FOUNTAIN INN | Long-Range Implementation Plan | 2022 – 2024

Economic Positioning/Vision Statement:

**Historic Downtown Fountain Inn is a walkable district rich in cultural arts and entertainment experiences.  
Downtown fosters a collection of independently-owned destination businesses.**

**Implementation Strategy:** Fountain Inn is an Aspiring [Main Street SC](#) community. The Main Street Fountain Inn program is charged with administering the [Main Street Four-Point Approach®](#) to establish economic development strategies for downtown revitalization (Organization, Promotion, Design, and Economic Development) to implement a plan that achieves measurable results.

| DOWNTOWN ECONOMIC DEVELOPMENT STRATEGIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ORGANIZATION<br><i>Work in a collaborative fashion to make Fountain Inn a great place to live, work and visit.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | PROMOTION<br><i>Market downtown &amp; create activities to build retail opportunity, community pride and economic vitality.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | DESIGN<br><i>Create an attractive downtown while preserving Fountain Inn's unique architectural features.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ECONOMIC VITALITY<br><i>Create a vibrant retail climate downtown that meets the needs of locals and offers economic sustainability.</i>                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Strategy #1</b><br><b>MAIN STREET FOUNTAIN INN</b> is the economic engine for the historic commercial district's growth. Main Street Fountain Inn celebrates its entertainment district, fostering events, activities & creative expression.<br><b>Goal(s):</b> <ul style="list-style-type: none"> <li>To clarify and communicate the mission of Main St Fountain Inn and highlight assets &amp; opportunities.</li> <li>To celebrate &amp; promote Fountain Inn's unique cultural experiences.</li> </ul> <b>Measurable Objectives:</b> <ul style="list-style-type: none"> <li>Formalize a strong, informed Main St program with 15% increased social media platform engagement, 4 merchant meetings, and a volunteer structure.</li> <li>Identify &amp; clarify the Main St program message.</li> <li>Increase public engagement by 20% with downtown cultural district programming.</li> </ul> | <b>Initiatives:</b><br><br><b>12-18 months</b> <ol style="list-style-type: none"> <li>Redefine the Main Street Dept. / steering committee</li> <li>Identify partners, roles, responsibilities &amp; messaging</li> <li>Re-engage with merchants (regular meetings &amp; updates)</li> <li>Develop annual Main St communication plan (internal &amp; external)</li> </ol><br><b>2-3 years</b> <ol style="list-style-type: none"> <li>Develop a volunteer program (#JoinInn)</li> <li>Celebrate implementation success (brand the plan #AllInnFountainInn)</li> </ol> | <b>Initiatives:</b><br><br><b>12-18 months</b> <ol style="list-style-type: none"> <li>Evaluate event calendar &amp; existing events using the <a href="#">Event Evaluation Assessment</a></li> <li>Adopt a brand extension system</li> <li>Utilize branding style guide</li> <li>Design &amp; install branded banners &amp; flags</li> </ol><br><b>2-3 years</b> <ol style="list-style-type: none"> <li>Develop branded merchandise</li> <li>Develop value proposition template</li> <li>Develop an itinerary template</li> </ol><br><b>3 years+</b> <ol style="list-style-type: none"> <li>Develop downtown kiosk</li> </ol><br>Provide <a href="#">Main Street 101 Promotion training</a> | <b>Initiatives:</b><br><br><b>12-18 months</b> <ol style="list-style-type: none"> <li>Celebrate a pop-up place/park to gather &amp; linger</li> <li>Explore façade grant approach</li> <li>Provide vibrancy amenities</li> <li>Explore micro-retail start-up grants</li> </ol><br><b>2-3 years</b> <ol style="list-style-type: none"> <li>Formulate public art placement plan</li> <li>Offer vibrancy grants</li> <li>Enhance existing design guidelines with a public input approach</li> </ol><br><b>3+ years</b> <ol style="list-style-type: none"> <li>Explore interior upfit grants</li> </ol><br>Provide <a href="#">Main Street 101 Design training</a> | <b>Initiatives:</b><br><br><b>12-18 months</b> <ol style="list-style-type: none"> <li>Develop a business start-up guide</li> </ol><br><b>2-3 years</b> <ol style="list-style-type: none"> <li>Develop downtown inventory database</li> <li>Formulate retail retention/recruitment plan</li> <li>Share market data + desired retail mix info</li> </ol><br><b>3+ years</b> <ol style="list-style-type: none"> <li>Business Incubator / Micro-retail venue</li> </ol><br>Provide <a href="#">Main Street 101 EV training</a> |

**The mission of Main Street Fountain Inn, a department of the City of Fountain Inn, is to preserve, manage, promote, and enhance the development of Fountain Inn's historic downtown.**

## Downtown Visitor Analysis

### Summary

Visits to our Central Business District in 2021 totaled 629.3K.  
Of those 146.4K were unique visitors and 77.6K of those individuals were first time visitors.



The average visitor returned four times.



The average visit was less than 30 minutes.

### Who is Visiting



Household  
Income

**\$76,687**



Age

Median Age 37,  
with the largest  
group being  
under 18 (24%).

Generation



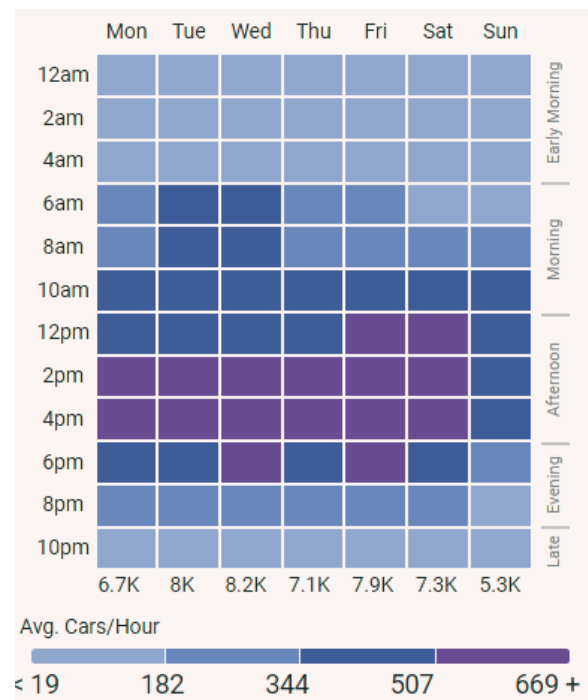
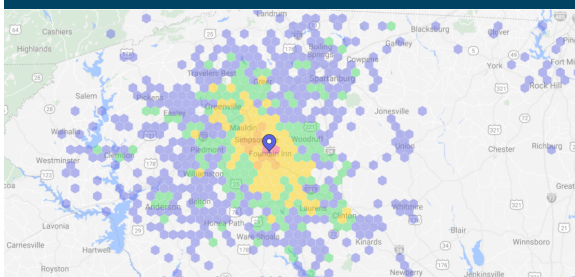
Gen Z (25%)  
or Millennials  
(24%)

Day Volume  
of Cars



**7,218 Cars**

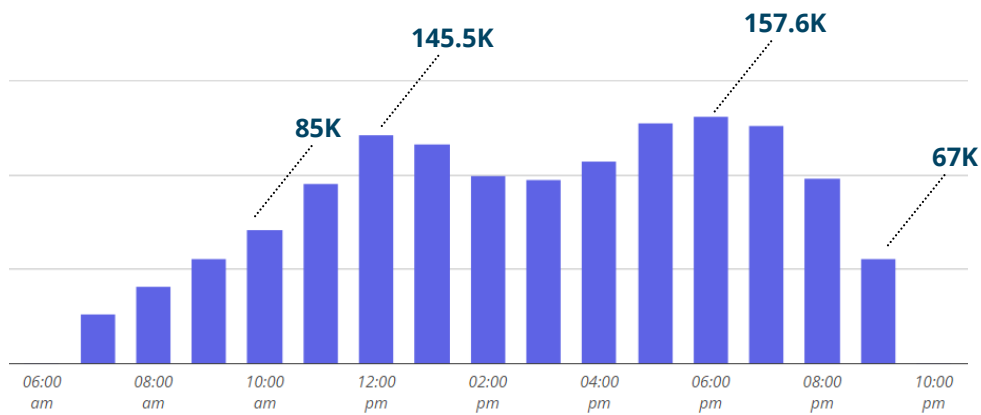
**66% of visitors live within 10 Miles**  
**88% of visitors live within 30 Miles**



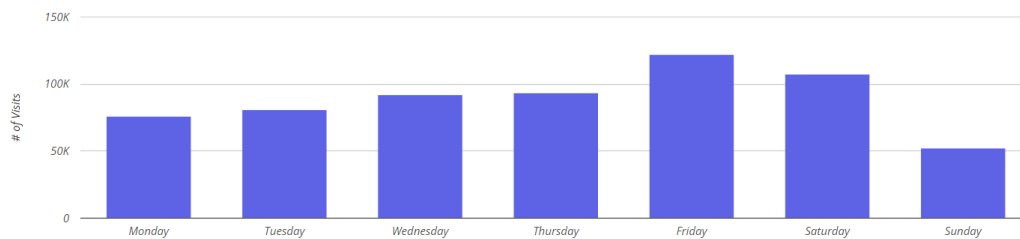
## Downtown Visitor Analysis

### When are they Visiting

50% of all visitors visited after 4 pm



47% of all visitors visited on Friday, Saturday, or Sunday



11% of all visitors visited in December



## Downtown Visitor Analysis

### 2021 Event Attendance

#### EVENT

#### ATTENDANCE

|                         |                                                                        |                                                                                 |
|-------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>May<br/>8</b>        | 16th Annual Mac Arnold Cornbread and Collard Greens Blues Festival     | 434                                                                             |
| <b>June-<br/>Aug.</b>   | Sounds of Summer (11 total weeks)<br>Fall Music Series (4 total weeks) | Average attendance - 263<br>Highest attendance - 452<br>Lowest attendance - 62  |
| <b>May-<br/>Aug.</b>    | Farmers Market (14 Weeks)                                              | Average attendance - 227<br>Highest attendance - 448<br>Lowest attendance - 62  |
| <b>July<br/>2</b>       | Fourth of July                                                         | 6.95K                                                                           |
| <b>Oct.</b>             | Fall Music Series (4 weeks total)                                      | Average attendance - 198<br>Highest attendance - 272<br>Lowest attendance - 73  |
| <b>Sep.-Oct</b>         | Fall Market (5 weeks total)                                            | Average attendance - 242<br>Highest attendance - 291<br>Lowest attendance - 140 |
| <b>Sep.<br/>11</b>      | Jeff Lynch Bike Night                                                  | 2.85K                                                                           |
| <b>Oct<br/>8</b>        | Aunt Het                                                               | 6.69K                                                                           |
| <b>Oct<br/>30</b>       | Halloween Movie Night                                                  | 150                                                                             |
| <b>Nov<br/>6&amp;13</b> | Merry Market                                                           | 481<br>384                                                                      |
| <b>Dec</b>              | Christmas "Inn" Our Town                                               | Total Attendance 21K<br>Tree Lighting 3.3K<br>Festival 17.7K                    |



# 2022 EVENT CALENDAR



FOUNTAIN INN



## MAIN STREET EVENTS

**April  
23**

16th Annual Mac Arnold  
Cornbread and Collard  
Greens Blues Festival

**June-  
Aug.  
Fri**

Sounds of Summer  
Sponsored by Growler Haus

**July  
2**

Fourth of July Spectacular!  
Ft. Cravin' Melon

**Dec.  
3-17**

Christmas "Inn" Our Town  
Dec. 3 Tree Lighting  
Dec 10 and 17 Merry Market  
Dec 9-17 Carriage Rides

## COMMUNITY EVENTS

**Feb.  
12**

Daddy Daughter Dance

**April  
9**

44 City Serve  
(Litter Pick-up)

**April  
30**

Super Hero 5K

**June-  
Aug.  
Sat**

Fountain Inn Farmers  
Market

**June  
19**

Juneteenth Spoken  
Word Performance

**June  
24**

Juried Art Show

**Aug.  
2**

National Night Out

**Oct.  
31**

Main Street Trick or Treating

**Nov.  
11**

Veterans Day

**Dec.  
2**

Arbor Day

**64  
Events  
Total**

## COMMUNITY DEVELOPMENT EVENTS

**Sept.-  
Oct.  
Mon.**

Civics Academy

**April &  
Nov.  
Mon.**

Business Development Series and  
Main Street Merchant Meetings

# 2022 EVENT CALENDAR



FOUNTAIN INN

est 1886



## COMMUNITY PARTNER EVENTS

**March**  
**15**

Chamber Banquet

**April**  
**30**

Italian Festival

**Aug.**  
**26**

Fury Parade

**Oct.**  
**1**

Aunt Het

**Oct.**  
**8**

Pynkalycious

**Dec.**  
**7**

Chamber Christmas Parade





## **Minutes**

**Fountain Inn, South Carolina  
Regular City Council Meeting  
300 Wall Street, Fountain Inn, SC  
Thursday, January 13, 2022 - 6:00 PM**

**1. Call to Order- Mayor McLeer**

Mayor McLeer called the meeting to order. He thanked Public Works Director, Russ Slatton and his team for the great job building the new dais for the Court and Mayor and Council.

**2. Invocation - Mayor Pro Tempore Clemmer**

**3. Pledge of Allegiance**

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

Charlie Greer - Hinson Property - Mr. Greer asked if the council had questions concerning the Hinson property annexation since the last meeting.

Diane Hinson - Ms. Hinson introduced herself to the Council and explained how the property would be annexed to dispel any rumors.

**5. Recognitions**

**a. Anderson University**

Shawn Bell thanked Dr. Kate Whitehead, Anderson University and her Supply Chain Management Class for their work with the city.

The class created a Process Flow Chart, Time Study and Customer Service Analysis report for the Planning and Development Department.

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

**a. Approve December 1, 2021, Council Meeting Minutes and December 9, 2021 Special Called Council Meeting Minutes**

Motion by Mayor Pro Tem Clemmer, second by Councilmember Blackstone to Approve December 1, 2021, Council Meeting Minutes and December 9, 2021 Special Called Council Meeting Minutes.  
The motion carried unanimously 7/0.

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

**a. December Reports**

Mr. Bell reviewed December events with Mayor and Council.

**8. Unfinished Business -**

**a. First Reading, AX 2021-5 Lafayette Avenue**

Mr. Bell stated that AX2021-5 would annex approximately 93 acres at 110 Lafayette Avenue into the City limits of the Fountain Inn; zone TMS# 0556010100400 to R-12, Residential District and assign the parcel to Council Ward 4. This tract of land is currently accessible from a dirt road extension of Hellams Street and a residential driveway located on TMS#0557000101500 (Shellstone Park subdivision).

The applicants, DJ Acquisitions LLC and Doran Companies, are requesting annexation in order to explore developing a residential subdivision. The current property owner is Hinson Dianne T Revocable Trust.

The current zoning is R-S, Residential Suburban in Greenville County. Upon annexation, the request is to rezone R-12, Residential, to a Medium-low Density zone per the 2017 Fountain Inn Master Plan. R-12 zoning allows for lots greater than 12,000 sq. ft. or 3.6 units per acre of development (15%-30% open space).

The Planning Commission voted unanimously (6-0) in favor of the



annexation and zoning at the November 15, 2021 public hearing. No persons spoke in opposition at the hearing; however, staff has received fourteen phone calls, four emails, and two office visits regarding the notice signs posted near the property between November 15th and December 1st . All parties lived in the Shellstone (County) and Garrett Springs (City) communities.

#### Discussion

Councilmember Don requested the letter Mr. Bell shared with council stating that access be "emergency access only" be added to the minutes.

Motion by Councilmember Thomason, second by Councilmember Sanders to Approve on first reading, AX 2021-5 Lafayette Avenue. The motion carried unanimously 7/0.

### **9. New Business -**

#### **a. R 2022-1 - American Rescue Plan Act Revenue - Fiscal Year 2022**

Mr. Bell explained that The City of Fountain Inn has been awarded a total of \$5,197,989.

The United States Department of Treasury has published an updated Interim Final Rule on the use of the SLFRF funds, and comments to this ruling were closed on July 16, 2021. The Interim Final Rule defines eligible categories for the use of ARPA funds to include:

- ☐ Support public health expenditures
- ☐ Address negative economic impacts caused by the public health emergency
- ☐ Replace lost public sector revenue
- ☐ Provide premium pay for essential workers
- ☐ Invest in water, sewer, and broadband infrastructure

City staff has gathered a list of recommendations regarding the use of ARPA funds from all departments. A workshop was held on October 28, 2021, summarizing U.S. Department of Treasury Guidance and to discuss time sensitive eligible projects to be funded with ARPA proceeds.

On December 9, 2021, City Council approved the funding of various eligible projects not to exceed \$1,710,000 for ARPA Funding Request Package #1.

The appropriation is recommended to be reflected in an ordinance to amend FY 2021-2022 Budget Ordinance 2021-5. Future appropriations

will require approval by City Council and will be reflected in the appropriate budget amendment.

Staff recommends Council approve Resolution Number 2022-01; to authorize the City Administrator to execute agreements to fund various eligible projects as deemed necessary by the City Administrator not to exceed \$427,583.12.

Motion by Councilmember Blackstone, second by Councilmember Don to Approve R 2022-1 - American Rescue Plan Act Revenue - Fiscal Year 2022.

The motion carried unanimously 7/0.

**b. First Reading, Ordinance 2022-001 Truck Sign Ordinance**

Mr. Bell stated that this ordinance prohibits the operation of trucks with over six wheels on Gulliver Street between S. Weston Street and Gulliver Street, and on Cannon Avenue between S. Weston Street and Gulliver Street; and various matters related thereto. Mr. Bell stated that residents that live on those streets have complained about excessive traffic by 18 wheelers.

Motion by Mayor Pro Tem Clemmer, second by Councilmember Garrett to Approve on first reading, Ordinance 2022-001 Truck Sign Ordinance.

The motion carried unanimously 7/0.

**10. Appointments**

**a. Appoint AJ Dearybury to the Board of Zoning Appeals**

Mr. Bell stated that there are a couple of vacancies on the Board of Zoning Appeals due to BZA Board members moving over to the Planning Commission.

Ms. AJ Dearybury applied to serve on the BZA.

Motion by Mayor Pro Tem Clemmer, second by Councilmember Garrett to appoint AJ Dearybury to the Board of Zoning Appeals.  
The motion carried unanimously 7/0.

**11. Executive Session -**

Motion by Councilmember Blackstone, second by Councilmember Sanders to meet in Executive Session. The motion carried unanimously 7/0.

Motion by Councilmember Sanders, second by Councilmember Thomason to come out of Executive Session. The motion carried unanimously 7/0.

Mayor McLeer stated no votes were taken while in Executive Session.

- a. **Discussion of negotiations incident to proposed contractual arrangements concerning property located at Greenville County Tax Map #0345000100600.**

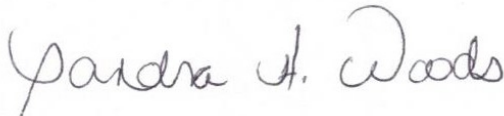
Note: Council did not discuss executive session agenda item a. during executive session.

- b. **Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses related to Greenville County Tax Map # 0348000202000**

**After coming out of executive session, council may vote on items discussed during executive session.**

## 12. **Adjourn**

Motion by Mayor Pro Tem Clemmer, second by Councilmember Sanders to adjourn the meeting.  
The motion carried unanimously 7/0.



Sandra H. Woods  
City Clerk

## **CITY ADMINISTRATOR REPORT**



Agenda Date: February 10, 2022

To: Mayor and City Council

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

### **Administration**

- Woodside Streetscape
  - Project has been submitted to SCDOT's letting prep office
  - Proposed Let Date: May 2022
- Woodside Connector
  - \$400,000+ budget shortfall
  - Proposed Let Date: Project is prepared to be let in June 2022, but on hold pending funding shortfall
- New FING/Public Works Facility
  - Project is now on target to meet budget; groundbreaking can occur as early as June with a completion date of March 2023
- Main Street Streetscape (Jones to 418)
  - Cotransco has been completing field work; they are about six weeks out from being able to provide us with first draft of design plans

### **Special Events**

- Public Information
  - Social Media (January 2021)
    - Impressions: 257,308
    - Engagements: 20,326
    - Post Link Clicks: 2,638 (11.4% increase)
  - Past Six Months of Social Media Performance (August 2021-Present)
    - Fountain Inn is the 2<sup>nd</sup> most engaged municipality in South Carolina and has the 3<sup>rd</sup> fastest-growing audience
    - 250% increase in engagement
- Upcoming Events
  - Daddy Daughter Dance (Ties and Tiaras)
    - February 12; 6:00 – 8:00 p.m. at the Nirvana Cultural Center (event is sold out)
  - 44 City Serve (Litter Pick-Up) on April 9
  - 16<sup>th</sup> Annual Mac Arnold Cornbread and Collard Greens Blues Festival on April 23



- Superhero 5K on April 30
- Italian Heritage Festival on April 30

## **Human Resources**

- Personnel
  - Administration:
    - Staff Accountant – Currently filled by a temporary employee
  - Special Events:
    - Community Engagement Specialist – One vacancy/posted
    - Neighborhood Services Coordinator – Once vacancy/posted
  - Police:
    - Patrol Officer – One vacancy/posted
    - Dispatch – Offer accepted/start date of February 21
  - Fire:
    - Firefighters – Two offers accepted/post offer screenings in progress
  - Public Works:
    - Maintenance Worker I – Currently filled by a temporary employee
    - Facilities Maintenance Worker II – Currently filled by a temporary employee
    - CDL Truck Driver – Two hired on January 31; two vacancies posted
  - Natural Gas
    - Crew Leader – Promotion/Internal candidate
    - Meter Reader – One vacancy/posted
    - Underground Installation Tech I – One vacancy/posted; one hired/start date January 26
    - Customer Service Representative – Currently filled by a temporary employee

## **Natural Gas**

- Deliveries for January 2022
  - Gas volume of 200,247 Dekatherms; highest monthly consumption in FING's history
    - 37,803 Dekatherms sold in July 2021 (for perspective)
  - Gas consumption for January 2022 was up over 12% from January 2021 and up over 19% from the five-year average.
- Services for January 2022
  - 94 new applications for service
  - 10,381 active customers
  - 2,393 feet of new gas main lines installed; 2022 year-to-date
  - 12 service lines (986 feet) installed; 2022 year-to-date

- Gas Prices/Rates
  - The price of natural gas for February 2022 settled at \$6.265 per Dekatherm, which represents a \$2.245 increase over January 2022's price.

### **Parks & Recreation**

- Baseball & Softball registration from February 1-February 28
- All-Star Basketball for 10U & 12U scheduled for February 25-26; location is TBD

### **Planning & Development**

- January 2022 Permitting
  - 64 construction permits with total valuation of \$9,377,983
  - 476 inspections (new record)

### **Public Works**

- Sanitation
  - Garbage and recycling routes are on schedule
  - Staff shortages have affected our ability to stay on schedule with yard debris
- Facilities Maintenance
  - Started construction on the new City Hall conference room (old council chambers)
  - Still waiting for new A/V suite to arrive for Courthouse Chambers

### **Fire**

- Department now has a Covid-19 rapid testing machine for employees and immediate family members
- Nine firefighters have passed their EMT National Registry practicals
  - Only remaining step is for them to pass the National Registry written exam

### **Younts Center**

- Willy Wonka Jr.
  - March 4 – 7:30 p.m.
  - March 5 – 3:00 p.m. and 7:30 p.m.
  - March 6 – 3:00 p.m.
  - March 11 – 7:30 p.m.
  - March 12 – 3:00 p.m. and 7:30 p.m.
  - March 13 – 3:00 p.m.
- Encore: Music from the Movies
  - March 25 – 7:30 p.m.
  - March 26 – 3:00 p.m. and 7:30 p.m.

- March 27 – 3:00 p.m.
- April 1 – 7:30 p.m.
- April 2 – 3:00 p.m. and 7:30 p.m.
- April 3 – 3:00 p.m.

### **Chamber of Commerce**

- Business After Hours
  - February 15 from 5:00 p.m. – 7:00 p.m. at El Patron
- Golden Strip Job Fair
  - March 8 at the Fountain Inn Activities Center
- Annual Membership Dinner/Oyster Roast
  - March 15 from 5:30 p.m. – 8:00 p.m. at Commerce Park Pavilion
- Hosting a monthly Women@Work and FI Lunch Inn Leads Group
  - Go to <https://www.fountaininnchamber.org/> for details



# FOUNTAIN INN FIRE DEPARTMENT

Headquarters – 200 N Main Street • Fountain Inn, SC 29644 • 864-862-0010 • Fax 864-409-0164

*Fire Chief Ronnie Myers*

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## **Fountain Inn Fire Report to Mayor and City Council Month of January 2022**

- (1) The Fire Department responded to 198 calls this month. (See graft below)
- (2) A total of \$79.92 was spent on vehicle maintenance.
- (3) The cost of fuel was \$1860.31
- (4) In the process of filling two open firefighter positions.
- (5) The Fire Department now has a Covid 19 rapid testing machine for testing employees and immediate family members.
- (6) Nine firefighters complete and passed inhouse testing and National Registry practical skills. National Registry written exam is next.
- (7) Partnered with first Baptist awanna for a toy drive.
- (8) The Fire Department is a Child Safety Seat Inspection Station. We conduct inspections every Fourth Monday of each month 4 pm-8 pm.
- (9) Budget in good shape.

# Fountain Inn Fire Department

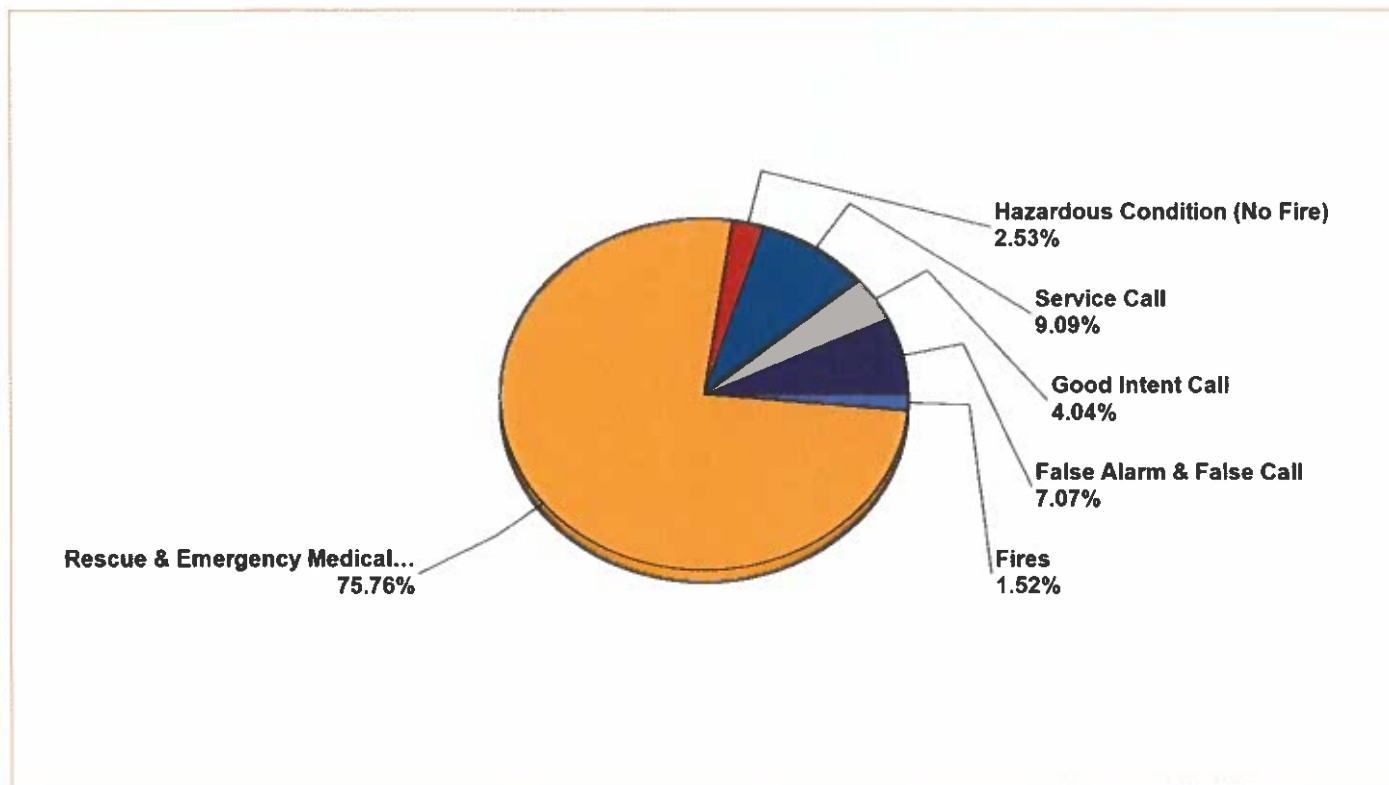
Fountain Inn, SC

This report was generated on 2/1/2022 7:52:32 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2022 | End Date: 01/31/2022



| MAJOR INCIDENT TYPE                | # INCIDENTS | % of TOTAL  |
|------------------------------------|-------------|-------------|
| Fires                              | 3           | 1.52%       |
| Rescue & Emergency Medical Service | 150         | 75.76%      |
| Hazardous Condition (No Fire)      | 5           | 2.53%       |
| Service Call                       | 18          | 9.09%       |
| Good Intent Call                   | 8           | 4.04%       |
| False Alarm & False Call           | 14          | 7.07%       |
| <b>TOTAL</b>                       | <b>198</b>  | <b>100%</b> |

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



### Detailed Breakdown by Incident Type

| INCIDENT TYPE                                            | # INCIDENTS | % of TOTAL  |
|----------------------------------------------------------|-------------|-------------|
| 114 - Chimney or flue fire, confined to chimney or flue  | 1           | 0.51%       |
| 131 - Passenger vehicle fire                             | 2           | 1.01%       |
| 311 - Medical assist, assist EMS crew                    | 70          | 35.35%      |
| 321 - EMS call, excluding vehicle accident with injury   | 69          | 34.85%      |
| 322 - Motor vehicle accident with injuries               | 8           | 4.04%       |
| 323 - Motor vehicle/pedestrian accident (MV Ped)         | 1           | 0.51%       |
| 324 - Motor vehicle accident with no injuries.           | 2           | 1.01%       |
| 400 - Hazardous condition, other                         | 1           | 0.51%       |
| 441 - Heat from short circuit (wiring), defective/worn   | 1           | 0.51%       |
| 442 - Overheated motor                                   | 1           | 0.51%       |
| 444 - Power line down                                    | 1           | 0.51%       |
| 445 - Arcing, shorted electrical equipment               | 1           | 0.51%       |
| 500 - Service Call, other                                | 9           | 4.55%       |
| 511 - Lock-out                                           | 1           | 0.51%       |
| 520 - Water problem, other                               | 1           | 0.51%       |
| 550 - Public service assistance, other                   | 2           | 1.01%       |
| 551 - Assist police or other governmental agency         | 1           | 0.51%       |
| 554 - Assist invalid                                     | 2           | 1.01%       |
| 561 - Unauthorized burning                               | 2           | 1.01%       |
| 611 - Dispatched & cancelled en route                    | 7           | 3.54%       |
| 621 - Wrong location                                     | 1           | 0.51%       |
| 700 - False alarm or false call, other                   | 4           | 2.02%       |
| 711 - Municipal alarm system, malicious false alarm      | 1           | 0.51%       |
| 730 - System malfunction, other                          | 3           | 1.52%       |
| 734 - Heat detector activation due to malfunction        | 1           | 0.51%       |
| 735 - Alarm system sounded due to malfunction            | 1           | 0.51%       |
| 743 - Smoke detector activation, no fire - unintentional | 4           | 2.02%       |
| <b>TOTAL INCIDENTS:</b>                                  | <b>198</b>  | <b>100%</b> |

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



## Fuel Report-Summary by Sub-Agency

By: Actual Transaction Dates 12/31/2021 to 1/31/2022

South Carolina

Report is restricted to City of Fountain Inn

| Agency            | Level 1              | Level 2 | Purchase Type | Quantity |             |
|-------------------|----------------------|---------|---------------|----------|-------------|
| T23001            | City of Fountain Inn |         |               |          |             |
|                   | ADMIN                |         | Other:        | 18.10    | \$51.35     |
|                   | Code Enf             |         | Other:        | 31.70    | \$90.63     |
|                   | FIRE                 |         | Other:        | 537.08   | \$1,666.36  |
|                   | FIRE DEPT            |         | Other:        | 66.14    | \$193.95    |
|                   | GAS                  |         | Other:        | 988.95   | \$2,899.80  |
|                   | Gas Dept             |         | Other:        | 134.24   | \$392.59    |
|                   | POLICE               |         | Other:        | 1,982.90 | \$5,815.56  |
|                   | PUBLIC WORKS         |         | Other:        | 38.67    | \$112.01    |
|                   | RECREATION           |         | Other:        | 82.21    | \$235.91    |
|                   | Sanitation           |         | Other:        | 570.73   | \$1,758.52  |
|                   | SEWER                |         | Other:        | 560.09   | \$1,782.33  |
|                   | SOLID WASTE          |         | Other:        | 212.93   | \$661.37    |
|                   | STREET               |         | Other:        | 82.10    | \$256.46    |
|                   | STREETS              |         | Other:        | 631.98   | \$1,994.04  |
| Total for T23001: |                      |         |               | 5,937.82 | \$17,910.88 |
| Grand Total:      |                      |         |               | 18.10    | \$17,910.88 |

JAN. Fuel Cost \$1860.31

**CITY OF FOUNTAIN INN**  
**DETAIL ACCOUNT INQUIRY BY FUND**

FY 2021-2022

PERIOD: 01/01/2022 TO 01/31/2022

100-422-435-001 VEHICLE MAINTENANCE

|                                         |            |                                 |                          | <u>BUDGET</u> | <u>PERIOD TO DATE</u> | <u>ENC AMT</u> | <u>REMBAL</u>  |
|-----------------------------------------|------------|---------------------------------|--------------------------|---------------|-----------------------|----------------|----------------|
|                                         |            |                                 |                          | 35,000.00     | 79.92                 | 6,183.03       | 12,861.47      |
| <u>DATE</u>                             | <u>MOD</u> | <u>REFERENCE</u>                | <u>JE # or VOUCHER#</u>  | <u>CHECK#</u> | <u>DEBIT</u>          | <u>CREDIT</u>  | <u>BALANCE</u> |
|                                         |            | BALANCE FORWARD                 |                          |               |                       |                | 15,875.58      |
| 01/27/2022                              | AP         | AMAZON CAPITAL SERVICES, INC    | 1WDQ-H                   | 161575        | 28.95                 |                | 15,904.53      |
|                                         |            | NOTES:                          | 32OZ CONCENTRATE SALT S- | AWAY          |                       |                |                |
| 01/27/2022                              | AP         | O'REILLY AUTO PARTS 4562-232499 |                          | 161741        | 8.46                  |                | 15,912.99      |
|                                         |            | NOTES:                          | COPPER PLUG              |               |                       |                |                |
| 01/27/2022                              | AP         | O'REILLY AUTO PARTS 4562-232685 |                          | 161742        | 5.82                  |                | 15,918.81      |
|                                         |            | NOTES:                          | MOTOR OIL                |               |                       |                |                |
| 01/27/2022                              | AP         | O'REILLY AUTO PARTS 4562-233479 |                          | 161745        | 12.70                 |                | 15,931.51      |
|                                         |            | NOTES:                          | WIPER FLUID              |               |                       |                |                |
| 01/27/2022                              | AP         | O'REILLY AUTO PARTS 4562-233587 |                          | 161746        | 23.99                 |                | 15,955.50      |
|                                         |            | NOTES:                          | MINI BULB & ABSORBENT    |               |                       |                |                |
| SUBTOTALS FOR ACCOUNT 100-422-435-001 : |            |                                 |                          |               | 79.92                 | 0.00           |                |
|                                         |            |                                 |                          |               | 79.92                 | 0.00           |                |

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# Memorandum

To: Fountain Inn Mayor & City Council  
Shawn Bell, City Administrator  
Sandra Woods, City Clerk

From: Eduardo Noriega  
Fountain Inn Natural Gas Director

Date: February 4, 2022

The following is the gas department update for the month of January 2022.

- **Delivery of natural gas**
  - Gas volume purchases of 200,247 Dths, highest monthly consumption in our history.
  - Gas consumption for January was up over 12% from last January, and up over 19% from the January 5-year average.
- **Service Applications**
  - 94 applications for new service lines
- **New main/service line installations**
  - We have 10,381 active customers.
  - New gas main lines installed; 2022 YTD: 2,393 feet.
  - New service lines installed; 2022 YTD: 12 service, 986 feet.
- **Residential Developments**
  - FING is working closely with Park Lynn development to ensure supply of natural gas to this new development.
  - FING is working with LyonJay Land development to reach an agreement for the supply of natural gas to a new 480-single home subdivision at the corner of Wells Rd. and Bryson Ford Rd. in Laurens County.
- **Gas Supply**
  - As the cold weather gripped our Area, I had to purchase “same-day-gas” from BP (our Asset Manager) on 6 different occasions to meet the extremely high demands. We are a gas distribution system that is heavily dependent on cold weather and residential demand. To put it in perspective, we sold 200,247 Dths in January, last July we sold 37,803 Dths.

- 
- The price of natural gas for the month of February settled at \$6.265 per Dekatherm, this represents an increase from January's price of \$2.245 per Dekatherm. Some of the key reasons are:
    - **US tries to fill gap as Ukraine crisis threatens European gas supplies** is causing a lot of volatility: "The Biden administration said last week it was working with European allies to find additional natural gas supplies from North Africa, the Middle East, Central Asia and the US in the event military conflict breaks out and Russian flows get disrupted."
    - **There is the storage effect:** "The Energy Information Administration on Jan. 27 also announced its largest withdraw yet of the current heating season at an estimated 219 Bcf pulled from inventory. The current forecast shows outsized withdraws continuing over the next two weeks, potentially cutting stocks to a more than 190 Bcf deficit to the five-year average by early February"
    - **US Production,** "US gas production is down over 4 Bcf/d from its December high to average just 92.2 Bcf/d this month. More recently, output has continued sputter into the mid-91 Bcf/d range as freeze-offs in the Permian and the midcontinent exacerbate the decline."
    - Market speculation and trading.
  - **Gas Operations**
    - FING's focus this year will be in two key areas heavily "encouraged" by the State and Federal Agencies:
      - Methane reduction plan to ensure FING does its part in reducing the methane releases to atmosphere.
      - Pipeline Safety Management System, new strongly encouraged guidelines from the Feds. to continue to improve all aspects of safety.
    - FING has received approval from SCDHEC on our environmental plan and DOT's to cross i-385 associated with the 6" high pressure steel main line to connect the FING-CNN interconnect station to our high-pressure line. We are still waiting on the permits to cross the railroad tracks.
    - We continue to be short-handed; we currently have 2 openings and hope to fill the positions in the coming weeks.

- SC/NC Gas Rates Comparisons

FING's rate for the month of January was down compared to our December rate by \$0.093/Dth.

| NORTH CAROLINA/SOUTH CAROLINA/VIRGINIA GAS RATE COMPARISONS |                    |                           |                               |                         |                            |
|-------------------------------------------------------------|--------------------|---------------------------|-------------------------------|-------------------------|----------------------------|
| January 2022                                                |                    |                           |                               |                         |                            |
| COMPANY                                                     | SERVICE CLASS      | METER CHARGE<br>PER MONTH | AVEWRAGE<br>RATE PER<br>THERM | AVG.<br>USAGE<br>THERMS | TOTAL<br>COST PER<br>MONTH |
| GREENWOOD CPW, SC                                           | Residential        | \$10.00                   | \$0.89805                     | 125.00                  | \$122.26                   |
| GREER CPW, SC                                               | Residential        | \$10.00                   | \$0.93700                     | 125.00                  | \$127.13                   |
| YORK NATURAL GAS, SC                                        | Residential        | \$9.25                    | \$0.96295                     | 125.00                  | \$129.62                   |
| CITY OF DANVILLE, VA                                        | Residential        | \$11.15                   | \$0.96667                     | 125.00                  | \$131.98                   |
| DOMINION, NC                                                | Residential        | \$10.00                   | \$1.00327                     | 125.00                  | \$135.41                   |
| CITY OF ORANGEBURG, SC                                      | Residential        | \$10.00                   | \$1.00502                     | 125.00                  | \$135.63                   |
| FORT HILL NATURAL GAS, SC                                   | Residential        | \$10.00                   | \$1.04000                     | 125.00                  | \$140.00                   |
| CHESTER COUNTY, SC                                          | Residential        | \$6.50                    | \$1.07240                     | 125.00                  | \$140.55                   |
| LANCASTER COUNTY, SC                                        | Residential        | \$5.00                    | \$1.09100                     | 125.00                  | \$141.38                   |
| <b>FOUNTAIN INN, SC</b>                                     | <b>Residential</b> | <b>\$8.00</b>             | <b>\$1.08450</b>              | <b>125.00</b>           | <b>\$143.56</b>            |
| PIEDMONT, SC                                                | Residential        | \$10.00                   | \$1.13558                     | 125.00                  | \$151.95                   |
| CLINTON-NEWBERRY, SC                                        | Residential        | \$12.00                   | \$1.12440                     | 125.00                  | \$152.55                   |
| CITY OF LEXINGTON, NC                                       | Residential        | \$10.00                   | \$1.16365                     | 125.00                  | \$155.46                   |
| CITY OF SHELBY, NC                                          | Residential        | \$8.50                    | \$1.22171                     | 125.00                  | \$161.21                   |
| GREENVILLE UTILITIES, NC                                    | Residential        | \$14.00                   | \$1.22316                     | 125.00                  | \$166.90                   |
| DOMINION, SC                                                | Residential        | \$10.90                   | \$1.35541                     | 125.00                  | \$180.33                   |
| PIEDMONT, NC                                                | Residential        | \$10.00                   | \$1.46478                     | 125.00                  | \$193.10                   |
| CITY OF MONROE, NC                                          | Residential        | \$10.00                   | \$1.58027                     | 125.00                  | \$207.53                   |
| PUBLIC SERVICE OF NC                                        | Residential        | \$10.00                   | n/a                           | 125.00                  | #VALUE!                    |





## City of Fountain Inn - Human Resources Monthly Report - January 2022

| Home Department**               | December Headcount | January Hires / Transfers In | January Terms | January Transfers Out | January Headcount | DIVERSITY |                           |                    |            |                  |
|---------------------------------|--------------------|------------------------------|---------------|-----------------------|-------------------|-----------|---------------------------|--------------------|------------|------------------|
|                                 |                    |                              |               |                       |                   | Asian     | Black or African American | Hispanic or Latino | White      | Pacific Islander |
| 000411 / Administration         | 4                  | 1                            | 0             | 0                     | 5                 | 0         | 1                         | 0                  | 4          | 0                |
| 000412 / Judicial               | 5                  | 0                            | 0             | 0                     | 5                 | 0         | 1                         | 0                  | 3          | 1                |
| 000413 / Council                | 7                  | 0                            | 0             | 0                     | 7                 | 0         | 0                         | 1                  | 6          | 0                |
| 000414 / Special Events         | 5                  | 0                            | 1             | 0                     | 4                 | 0         | 0                         | 0                  | 4          | 0                |
| 000417 / Human Resources        | 2                  | 0                            | 0             | 0                     | 2                 | 0         | 0                         | 1                  | 1          | 0                |
| 000421 / Police                 | 36                 | 0                            | 0             | 0                     | 36                | 0         | 3                         | 1                  | 32         | 0                |
| 000422 / Fire                   | 27                 | 1                            | 1             | 0                     | 27                | 0         | 0                         | 0                  | 27         | 0                |
| 000424 / Public Works           | 12                 | 2                            | 0             | 0                     | 14                | 0         | 6                         | 0                  | 8          | 0                |
| 000435 / Planning & Development | 3                  | 0                            | 0             | 0                     | 3                 | 0         | 0                         | 0                  | 3          | 0                |
| 000434 / Sewer                  | 3                  | 0                            | 0             | 0                     | 3                 | 0         | 0                         | 0                  | 3          | 0                |
| 000451 / Recreation             | 18                 | 5                            | 0             | 0                     | 23                | 0         | 6                         | 0                  | 17         | 0                |
| 000510 / Gas Department         | 17                 | 1                            | 0             | 0                     | 18                | 0         | 0                         | 1                  | 17         | 0                |
| <b>Totals:</b>                  | <b>139</b>         | <b>10</b>                    | <b>2</b>      | <b>0</b>              | <b>147</b>        | <b>0</b>  | <b>17</b>                 | <b>4</b>           | <b>125</b> | <b>1</b>         |

\*\*Based on Home Departments

**FULL TIME 120 / PART TIME 27**

### Recruitment Status

**411 Administration: Staff Accountant (1) Currently filled by a temporary employee**

**414 Special Events Community Engagement Specialist (1) Vacancy / Posted**  
**Neighborhood Services Coordinator (1) Vacancy / Posted**

**421 Police: Patrol Officer (1) Vacancy / Posted**  
**Dispatch (1) OFFER ACCEPTED - Start Date 2/21/22**

**422 Fire: Firefighters (2) OFFERS ACCEPTED - Post Offer Screenings IN PROCESS**

**424 Public Works: Maintenance Worker I (1) Currently filled by a temporary employee**  
**Facilities Maintenance Worker II (1) Currently filled by a temporary employee**  
**CDL Truck Driver (2) HIRED 1/31/2022; (2) Vacancies Posted**

**510 Gas Crew Leader (1) PROMOTION - Internal Candidate**  
**Meter Reader (1) Vacancy / Posted**  
**Underground Installation Tech I (1) - Vacancy / Posted; (1) HIRED 1/26/22**  
**Customer Service Representative (1)- Currently filled by a temporary employee**

### **JANUARY HIRES:**

FINANCE - Accounting Manager Kira DeLoache

FIRE - Part Time Firefighter Bailey Williamson

PUBLIC WORKS - Drivers Howard Brown & Danny Thomas

GAS - Underground Installation Technician Neal Moffett

PARKS & REC - Joey Watts, Melvin Robinson, Jay Mabry, Willie James, Yolanda Edwards  
 (Officials)

## ZONING ADMINISTRATOR REPORT

Agenda Date: February 10, 2021

To: Mayor and City Council  
From: Gregory Gordos, City Planner

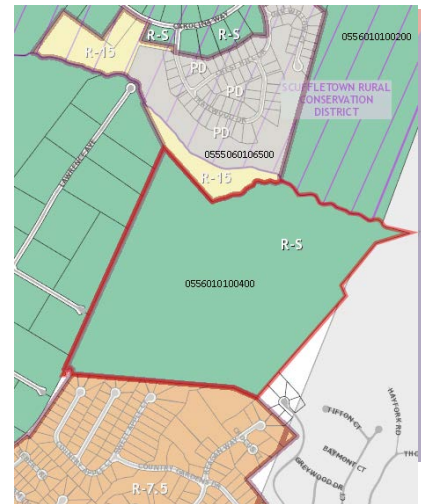


### Annexations/Rezonings

via **Planning Commission**

#### **1 • FI 2021-028**

- Public Hearing Date: 11/15/2021
- ✓ First Reading: 1/13/2022 (held 12/1/21)
- Address: 110 Lafayette Avenue
- TMS: 0556010100400
- Applicant: DJ Aquisitions LLC
- Owner: Dianne Hinson Revocable Trst
- **Current Zoning: R-S, Residential Suburban (Greenville County)**
- **Future Zoning: R-12, Residential**
- Motion: to Approve, 5-0



## Text Amendments

via **Planning Commission**

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## Permitting

via **Planning & Development Coordinator**

- **January 1 through January 31**

TOTAL CONSTRUCTION PERMITS: **64**

- SINGLE FAMILY DETACHED: 25
- SINGLE FAMILY ATTACHED: 12
- SIGN: 4
- SWIMMING POOL: 3
- REPAIR: 5
- SOLAR: 2
- RENOVATION, OFFICE: 1

TOTAL VALUATION: **\$9,377,983**

INSPECTION REPORT TOTALS: **476 INSPECTIONS (new record)**

**FOUNTAIN INN POLICE DEPARTMENT  
MONTHLY COUNCIL REPORT  
JANUARY 2022**

|                                  |                |              |                                   |
|----------------------------------|----------------|--------------|-----------------------------------|
| <b>Crimes Against Property</b>   |                |              |                                   |
| <b>Burglary</b>                  | <b>January</b> | <b>YTD</b>   |                                   |
| <b>Total:</b>                    | <b>2</b>       | <b>2</b>     | <b>January Clearance Rate 0%</b>  |
| Active                           | 0              | 0            | <b>YTD Clearance Rate 0%</b>      |
| Administratively Closed          | 2              | 2            |                                   |
| Cleared By Arrest                | 0              | 0            |                                   |
| Exceptionally Cleared            | 0              | 0            |                                   |
| Unfounded                        | 0              | 0            |                                   |
| <b>Larceny</b>                   | <b>January</b> | <b>YTD</b>   |                                   |
| <b>Total:</b>                    | <b>10</b>      | <b>10</b>    | <b>January Clearance Rate 10%</b> |
| Active                           | 2              | 2            | <b>YTD Clearance Rate 10%</b>     |
| Administratively Closed          | 7              | 7            |                                   |
| Cleared By Arrest                | 0              | 0            |                                   |
| Exceptionally Cleared            | 1              | 1            |                                   |
| Unfounded                        | 0              | 0            |                                   |
| <b>Motor Vehicle Theft</b>       | <b>January</b> | <b>YTD</b>   |                                   |
| <b>Total:</b>                    | <b>3</b>       | <b>3</b>     | <b>January Clearance Rate 33%</b> |
| Active                           | 1              | 1            | <b>YTD Clearance Rate 33%</b>     |
| Administratively Closed          | 1              | 1            |                                   |
| Cleared By Arrest                | 0              | 0            |                                   |
| Exceptionally Cleared            | 1              | 1            |                                   |
| Unfounded                        | 0              | 0            |                                   |
| <b>Property Value</b>            | <b>January</b> | <b>YTD</b>   |                                   |
| Grand/Petit Larceny/Fraud        | \$ 46,664.00   | \$ 46,664.00 |                                   |
| Cleared/Recovered                | \$ 4,399.00    | \$ 4,399.00  |                                   |
|                                  | <b>January</b> | <b>YTD</b>   |                                   |
| <b>Total Calls for Service</b>   | 862            | 862          |                                   |
| <b>Business/Security Checks</b>  | 12,073         | 12,073       |                                   |
| <b>Number of Reports Written</b> | 203            | 203          |                                   |

|                                         |                |            |                                    |
|-----------------------------------------|----------------|------------|------------------------------------|
| <b>Crimes Against Persons</b>           |                |            |                                    |
| <b>Assault &amp; Battery (Simple)</b>   | <b>January</b> | <b>YTD</b> |                                    |
| <b>Total:</b>                           | <b>8</b>       | <b>8</b>   | <b>January Clearance Rate 38%</b>  |
| Active                                  | 2              | 2          | <b>YTD Clearance Rate 38%</b>      |
| Administratively Closed                 | 3              | 3          |                                    |
| Cleared by Arrest                       | 1              | 1          |                                    |
| Exceptionally Cleared                   | 2              | 2          |                                    |
| Unfounded                               | 0              | 0          |                                    |
|                                         |                |            |                                    |
| <b>Aggravated Assault</b>               | <b>January</b> | <b>YTD</b> |                                    |
| <b>Total:</b>                           | <b>1</b>       | <b>1</b>   | <b>January Clearance Rate 0%</b>   |
| Active                                  | 0              | 0          | <b>YTD Clearance Rate 0%</b>       |
| Administratively Closed                 | 1              | 1          |                                    |
| Cleared by Arrest                       | 0              | 0          |                                    |
| Exceptionally Cleared                   | 0              | 0          |                                    |
| Unfounded                               | 0              | 0          |                                    |
|                                         |                |            |                                    |
| <b>Domestic Violence</b>                | <b>January</b> | <b>YTD</b> |                                    |
| <b>Total:</b>                           | <b>4</b>       | <b>4</b>   | <b>January Clearance Rate 100%</b> |
| Active                                  | 0              | 0          | <b>YTD Clearance Rate 100%</b>     |
| Administratively Closed                 | 0              | 0          |                                    |
| Cleared by Arrest                       | 1              | 1          |                                    |
| Exceptionally Cleared                   | 3              | 3          |                                    |
| Unfounded                               | 0              | 0          |                                    |
|                                         |                |            |                                    |
| <b>Robbery</b>                          | <b>January</b> | <b>YTD</b> |                                    |
| <b>Total:</b>                           | <b>0</b>       | <b>0</b>   | <b>January Clearance Rate N/A</b>  |
| Active                                  | 0              | 0          | <b>YTD Clearance Rate N/A</b>      |
| Administratively Closed                 | 0              | 0          |                                    |
| Cleared by Arrest                       | 0              | 0          |                                    |
| Exceptionally Cleared                   | 0              | 0          |                                    |
| Unfounded                               | 0              | 0          |                                    |
|                                         |                |            |                                    |
| <b>Murder</b>                           | <b>January</b> | <b>YTD</b> |                                    |
| <b>Total</b>                            | <b>0</b>       | <b>0</b>   | <b>January Clearance Rate N/A</b>  |
| Active                                  | 0              | 0          | <b>YTD Clearance Rate N/A</b>      |
| Administratively Closed                 | 0              | 0          |                                    |
| Cleared by Arrest                       | 0              | 0          |                                    |
| Exceptionally Cleared                   | 0              | 0          |                                    |
| Unfounded                               | 0              | 0          |                                    |
|                                         |                |            |                                    |
| <b>TRAFFIC</b>                          | <b>January</b> | <b>YTD</b> |                                    |
| Citations                               | 78             | 78         |                                    |
| Warnings                                | 123            | 123        |                                    |
| Accidents                               | 25             | 25         |                                    |
| Accidents/Private Property              | 8              | 8          |                                    |
| Driving Under the Influence 1st Offense | 1              | 1          |                                    |
| Driving Under the Influence 2nd Offense | 0              | 0          |                                    |
| Driving Under the Influence 3rd & Above | 0              | 0          |                                    |
| Driving Under Suspension 1st Offense    | 6              | 6          |                                    |
| Driving Under Suspension 2nd Offense    | 2              | 2          |                                    |
| Driving Under Suspension 3rd & Above    | 2              | 2          |                                    |
| Failure to Stop for Blue Lights & Siren | 7              | 7          |                                    |

| <b>Narcotics Violations</b>             |                |            |
|-----------------------------------------|----------------|------------|
|                                         | <b>January</b> | <b>YTD</b> |
| <b>Marijuana</b>                        |                |            |
| Simple Possession                       | 9              | 9          |
| Possession with Intent to Distribute    | 0              | 0          |
| PWID within 1/2 mile of School          | 0              | 0          |
| Distribution                            | 0              | 0          |
| Distribution Near School                | 0              | 0          |
| Trafficking                             | 0              | 0          |
| Manufacturing                           | 0              | 0          |
| <b>Cocaine</b>                          |                |            |
| Possession                              | 1              | 1          |
| Possession with Intent to Distribute    | 0              | 0          |
| PWID within 1/2 mile of School          | 0              | 0          |
| Distribution                            | 0              | 0          |
| Distribution Near School                | 0              | 0          |
| Trafficking                             | 0              | 0          |
| Manufacturing                           | 0              | 0          |
| <b>Crack Cocaine</b>                    |                |            |
| Possession                              | 0              | 0          |
| Possession with Intent to Distribute    | 0              | 0          |
| PWID within 1/2 of School               | 0              | 0          |
| Distribution                            | 0              | 0          |
| Distribution Near School                | 0              | 0          |
| Trafficking                             | 0              | 0          |
| Manufacturing                           | 0              | 0          |
| <b>Methamphetamine</b>                  |                |            |
| Possession                              | 1              | 1          |
| Possession with Intent to Distribute    | 0              | 0          |
| PWID within 1/2 mile of School          | 0              | 0          |
| Distribution                            | 0              | 0          |
| Distribution Near School                | 0              | 0          |
| Trafficking                             | 1              | 1          |
| Manufacturing                           | 0              | 0          |
| <b>Controlled Substance</b>             |                |            |
| Possession                              | 1              | 1          |
| Possession with Intent to Distribute    | 0              | 0          |
| PWID within 1/2 mile of School          | 0              | 0          |
| Distribution                            | 0              | 0          |
| Distribution Near School                | 0              | 0          |
| Trafficking                             | 1              | 1          |
| Manufacturing                           | 0              | 0          |
| <b>Other Drugs</b>                      |                |            |
| Possession                              | 1              | 1          |
| Possession with Intent to Distribute    | 0              | 0          |
| PWID within 1/2 mile of School          | 0              | 0          |
| Distribution                            | 0              | 0          |
| Distribution Near School                | 0              | 0          |
| Trafficking                             | 0              | 0          |
| Manufacturing                           | 0              | 0          |
| <b>Possession of Drug Paraphernalia</b> | <b>9</b>       | <b>9</b>   |
| <b>Underage Alcohol Violations</b>      | <b>1</b>       | <b>1</b>   |





**CITY OF FOUNTAIN INN  
PUBLIC WORKS REPORT TO COUNCIL  
MONTH OF JANUARY 2021**

**Sanitation**

- Garbage and Recycling is on schedule. We have had some staff shortages that are affecting our ability to stay on schedule with Yard Debris. Doing a large hiring push to resolve the staffing issues.

**Streets and Grounds**

- All Christmas decorations have been removed. Made robust plan for next years season to include expansion of up lights.
- Starting planning for our spring and summer months. First project is to update the plantings at the splash pad.

**Utilities**

- Met with ReWa concerning our wet weather program and our new CMOM requirements. This will be our main focus for the foreseeable future. We have been directed to eliminate 70% of Inflow and infiltration (I/I) in a specific basin.
- Started our Sewer inventory project. This will result in updated mapping and sewer models that can better predict our flow limits.

**Facilities Maintenance**

- Started construction on the new city hall conference room. Will give larger area to training and meetings.
- Completed base board project in city hall

Tuesday, February 08, 2022

**Department: (Recreation)**

**What are the most significant accomplishments in your department in the last month?**

**SUMMARY OF MONTHLY EVENTS.**

Baseball & Softball Registration February 1<sup>st</sup> – February 28<sup>th</sup>

FI Rec All-Star Basketball for 10U & 12U scheduled for February 25<sup>th</sup>-26<sup>th</sup>, location TBD

**Upcoming:**

Fairview Street Basketball Court Renovations, Spring/Summer 2022

Activities Center digital marquee is due for "radio" replacement, awaiting quote from MassStar Signs (company who installed sign in Spring of 2017)

Dugout canopies (6) to be replaced at ESSC after being damaged in 2022 winter storm. Documentation has been turned in to insurance company seeking replacements.

Will be passed due once Council meets, but the Activities Center hosted the inaugural Fountain Inn High School Winter fundraising semi-formal event on 2/4. This event sold out quick.

**Ongoing Projects; Completed Projects:**

**OBSTACLES-** Currently none

**CAPITAL REQUESTS-** Currently none

**FUTURE BUDGET NEEDS** *(Please include a detailed explanation)*

**OPEN POSITIONS:** Currently none

**Other Notes/Questions/Problems/Issues of significance?** *(note: please submit confidential issues directly to the City Administrator)*

## Social Media by the Numbers

Impressions ⓘ

257,309 ↘ 20.6%

Engagements ⓘ

20,326 ↘ 13.6%

Post Link Clicks ⓘ

2,638 ↗ 11.4%

## Past 6 Months of Social Media Performance

Fountain Inn Compared to top engaged Cities in South Carolina  
August 2021 - Present

As of the last 6 months, Fountain Inn is the **2nd most engaged** city in South Carolina and has the **3rd fastest-growing** audience.

| Page ↕                         | Fans ↕    | Net Fan Growth ↕ | Published Posts ↕ | Public Engagements ↕ | Public Engagements per Post ↕ | % Fan Growth ↕ |
|--------------------------------|-----------|------------------|-------------------|----------------------|-------------------------------|----------------|
| Your Pages Average             | 7,616.00  | 793.00           | 236.00            | 24,102.00            | 102.13                        | 11.62%         |
| Competitor Pages Average       | 26,168.90 | 1,247.60         | 129.50            | 5,681.20             | 43.87                         | 5.01%          |
| 1 City of Greenville, S...     | 67,957    | 10,834           | 267               | 26,556               | 99.46                         | 18.97%         |
| 2 <b>City of Fountain I...</b> | 7,616     | 793              | 236               | 24,102               | 102.13                        | 11.62%         |
| 3 Myrtle Beach City G...       | 64,141    | 203              | 244               | 14,775               | 60.55                         | 0.32%          |
| 4 City of Spartanburg,...      | 34,541    | 140              | 84                | 9,789                | 116.54                        | 0.41%          |
| 5 City of Charleston, S...     | 46,995    | 32               | 53                | 1,573                | 29.68                         | 0.07%          |
| 6 City of Columbia G...        | 20,206    | 57               | 187               | 1,309                | 7.00                          | 0.28%          |
| 7 Discover Simpsonville        | 9,674     | 222              | 257               | 1,086                | 4.23                          | 2.35%          |
| 8 The City of Laurens          | 2,582     | 95               | 51                | 580                  | 11.37                         | 3.82%          |
| 9 City of Mauldin SC ...       | 2,878     | 498              | 82                | 460                  | 5.61                          | 20.92%         |
| 10 City of Clemson             | 2,352     | 50               | 48                | 452                  | 9.42                          | 2.17%          |
| 11 City of Greer Events...     | 10,363    | 345              | 22                | 232                  | 10.55                         | 3.44%          |

## 6 Month Comparison

City of Fountain Inn Profile Performance

Profile averages for February 2021 - January 2022

|                            | Fans ↕   | Net Fan Growth ↕ | Published Posts ↕ | Public Engagements ↕ | Public Engagements per Post ↕ | % Fan Growth ↕ |
|----------------------------|----------|------------------|-------------------|----------------------|-------------------------------|----------------|
| February 2021- August 2021 | 6,855.00 | 383.00           | 94.00             | 6,829.00             | 72.65                         | 5.92%          |
| August 2021- January 2022  | 7,616.00 | 793.00           | 236.00            | 24,102.00            | 102.13                        | 11.62%         |

**250%**  
Increase in  
Engagement

# Website by the Numbers

## Pages Added to the Website

[Fountain Inn Farmers Market](#)  
[Sounds of Summer](#)  
[Daddy Daughter Dance](#)  
[Mac Arnold Blues Festival](#)  
[Fourth of July](#)  
[Superhero 5K](#)  
[Police Citizen Academy](#)

## Inn the Know Newsletter



Over **2,800 people** have read the newsletter and **278 new subscribers**.

## Top Pages on the Website

- Daddy Daughter Dance
- Natural Gas
- Solid Waste
- Special Events Youth Sports

# Fountain Inn in the News

## Headlines in Response to our Press Releases

### Main Street

- Fox Carolina | Fountain Inn Main Street Revitalization Plan
- Fountain Inn Gateway commercial district primed for development boom, city says | Greenville Business | postandcourier.com
- Fountain Inn downtown enhancement program seeks public input | Greenville Business | postandcourier.com
- Fountain Inn Gateway commercial district primed for development boom, city says | Greenville Business | postandcourier.com
- Main Street | GvlToday
- Municipal Association of South Carolina | Transforming Main Streets



# Upcoming Special Events

## Daddy Daughter Dance (Ties and Tiaras)

February 12th, 6-8 pm at the Nirvana Cultural Center

**This event is sold out.**

**NOTICE OF PUBLIC HEARING FOR  
GREENVILLE COUNTY PROGRAM YEAR 2022  
ANNUAL ACTION PLAN / CITY OF FOUNTAIN INN**

The City of Fountain Inn participates in the Greenville County Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program funded by the U.S. Department of Housing and Urban Development. The Greenville County Redevelopment Authority is preparing its Annual Action Plan for the 2022 program year (7/1/22-6/30/23).

A public hearing will be held on Thursday, February 10, 2022 at 6:00 PM at 300 Wall Street, Fountain Inn. To watch Fountain Inn City Council meetings, subscribe to the City of Fountain Inn YouTube channel. Community development and housing needs and activities eligible for funding under the CDBG and HOME programs will be discussed. Public comment and proposals will be welcomed on the County's strategy for the City of Fountain Inn, including objectives and projected uses of funds. An estimated \$107,634 in CDBG fund and \$40,679 in HOME fund will become available in July. An estimated \$3,000 in CDBG program income and \$6,000 in HOME program income are also expected to become available during the program year. Comments are also welcomed on past and present housing and community development performance and needs. CDBG funds can be used to assist low- and moderate-income persons, prevent or eliminate slums and blight, or to meet an urgent community need where no other funding is available. HOME funds are used to increase the supply of decent, safe, sanitary, and affordable housing for low- and moderate-income persons.

Written comments may also be sent to John Castile, Executive Director, Greenville County Redevelopment Authority, 301 University Ridge, Suite 2500, and Greenville, SC 29601 until Friday, May 6<sup>th</sup>, 2022.

# CITY of FOUNTAIN INN

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
CITY OF FOUNTAIN INN

RESOLUTION 2022-4

## ALLOCATION OF GREENVILLE COUNTY CDBG AND HOME FUNDS FOR PROGRAM YEAR 2022

WHEREAS, the City of Fountain Inn participates in the Greenville County Urban County Program; and

WHEREAS, the funds received by the Greenville County available for allocation by the City of Fountain Inn are as follows:

|                 | <u>CDBG</u> | <u>HOME</u> |
|-----------------|-------------|-------------|
| City Allocation | \$94,167    | \$36,479    |
| Program Income  | \$ 3,000    | \$ 5,000    |
| <hr/>           |             |             |
| Total           | \$97,167    | \$41,479    |

WHEREAS, the HOME funds may only be used to increase the supply of decent affordable housing for modest income persons, and CDBG funds may only be used to assist low- and moderate-income persons, reduce or eliminate slum and community blight, or meet an urgent community need where no other funding is available; and

WHEREAS, the Mayor and Council of the City of Fountain Inn have discussed and reviewed projects for which these funds should be allocated by the Greenville County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Fountain Inn accepts the allocation of funds as set forth above and budgets use of the funds as follows:

HOME funds in the projected amount of \$41,479 or such other amount as may be received in HOME funds in the 2022 program year to be used for new construction and rental reserve activity for eligible property and serving low- and moderate-income applicants in Sanctified Hill communities and as well as scattered sites in the City of Fountain Inn.

CDBG funds in the projected amount of \$97,167 or such other amount as may be received in the 2022 program year to be used on the following activities: the amount of

\$10,000 shall be used for public service activities, \$27,167 for rehabilitation program; \$30,000 for façade improvement program; and \$30,000 for economic development loan or any other eligible activity as may be needed in the City of Fountain Inn. ANY CHANGE in CDBG and HOME funding allocations, increase or decrease in funding, will be distributed on a pro rata basis to all activities.

PASSED, ADOPTED AND APPROVED, by the Council of the City of Fountain Inn on this 10<sup>th</sup> day of February, 2022.

Attest:

\_\_\_\_\_  
George Patrick McLeer, Jr.

\_\_\_\_\_  
Sandra Woods, City Clerk

Reviewed:

\_\_\_\_\_  
Shawn Bell, City Administrator



# **Greenville County Redevelopment Authority**

## **Greenville County Annual Action Plan – Program Year 2022**

**City of Fountain Inn Public Hearing  
February 10, 2022**



# **FY 2022 Annual Action Plan**

- The Annual Action Plan is Greenville County's Application to the Federal Government (US Department of Housing and Urban Development) proposing the use of Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG).
- FY 2022 funds is for the period beginning July 1, 2022 to June 30, 2023.
- This funding period also marks the 3<sup>rd</sup> year allocation of funds and activities for the Greenville County's 2020-2024 Consolidated Plan.

# Community Development Block Grant (CDBG)

- At least 70% must be used for activities that benefit individuals with low to moderate incomes.
- All activities must meet one of three national objectives:
  - Benefit low- and moderate-income persons (by area or for limited clientele or presumed benefit).
  - Prevention or elimination of slums or blight
  - Urgent community development need (there must be an immediate threat to the health or welfare of community)



## Home Investment Partnership (HOME)

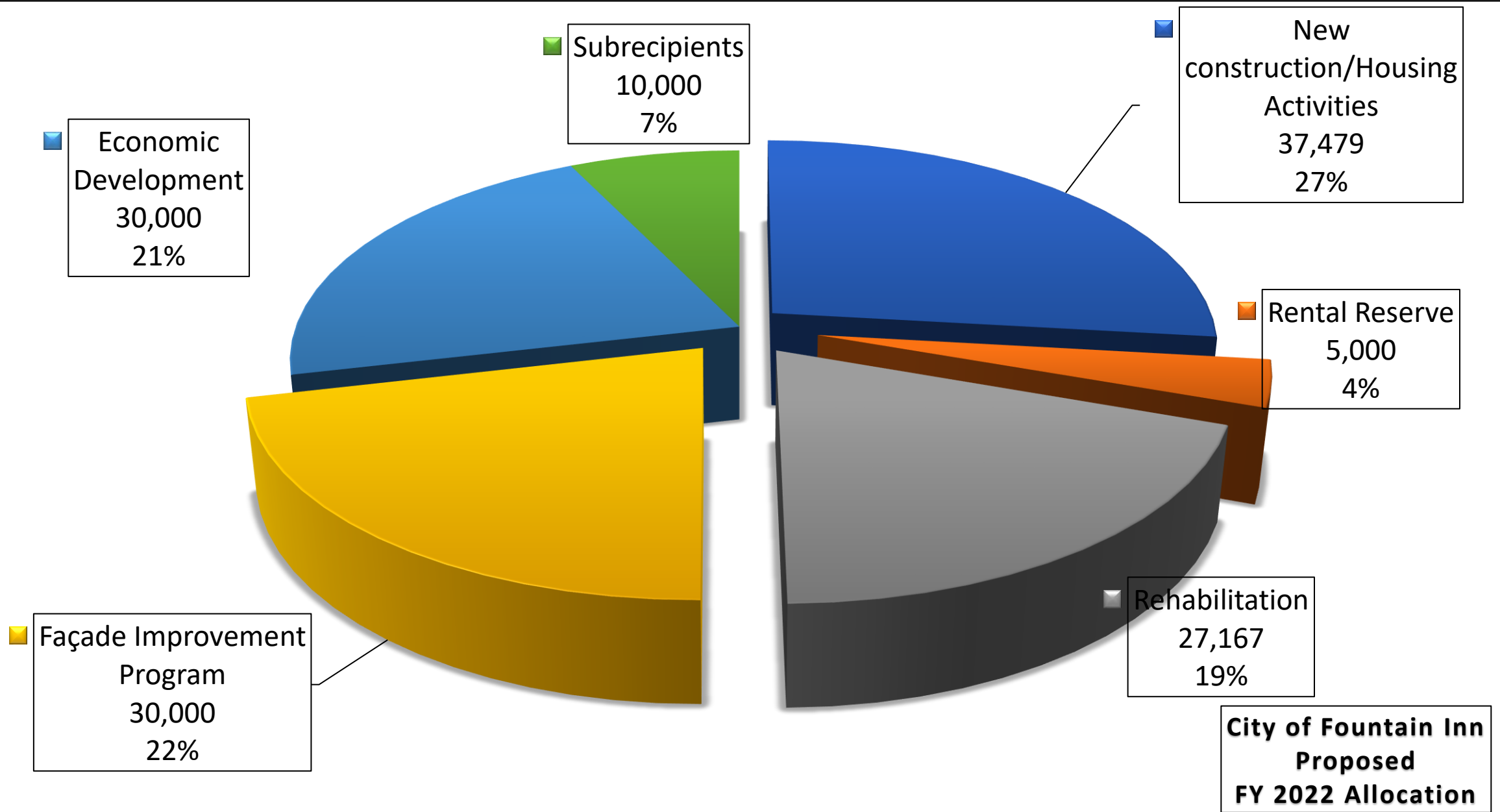
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- A Federal grant program designed to help jurisdictions expand the supply of decent and affordable rental and homeownership housing for low- and very low-income families and households.



# Fountain Inn Allocations

| Fund type | Final 2020 | Final 2021 | Proposed<br>2022 |
|-----------|------------|------------|------------------|
| CDBG      | \$116,966  | \$107,634  | \$94,167         |
| CDBG - PI | \$6,000    | \$2,000    | \$3,000          |
| HOME      | \$42,403   | \$40,679   | \$36,479         |
| HOME - PI | \$5,900    | \$6,000    | \$6,000          |
| Total     | \$171,268  | \$157,313  | \$139,646        |



## Fountain Inn – 2020 Census data & ACS – 2015-2019

- Total population
  - 2020 data: 10,416
  - 2010 data: 7,799
- Persons in poverty: 12.2% of total population
- Owner occupied: 68.1%
- Median value of owner-occupied: \$155,600
- Median gross mortgage: \$1,148
- Median gross rent: \$847
- Persons per household: 2.91

# “Out of Reach”-Affordability Data

Greenville County – FMR 2020 & 2021 Greenville County

| Year | 0 bedroom | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 bedroom |
|------|-----------|-----------|-----------|-----------|-----------|
| 2020 | \$628     | \$740     | \$842     | \$1,127   | \$1,362   |
| 2021 | \$731     | \$826     | \$942     | \$1,254   | \$1,518   |

- In South Carolina, a SSI recipient (receiving \$783 monthly) can afford monthly rent of no more than **\$234**, while the Fair Market Rent for a one-bedroom unit is **\$826 (2021)**.
- Individual earning \$10 per hour with Annual Income of 20,800 can afford monthly rent of \$520.00
- In South Carolina, one worker earning the **Minimum Wage** (\$7.25 per hour) must work **88 hours per week, 52 weeks per year** to earn \$33,040 in order to afford **a one bedroom for \$826** of the area's Fair Market rent.



# HUD Income Limits



## GREENVILLE COUNTY - FY 2021

Area Median Income: \$77,200

|                                             | # of Persons in Family |        |        |        |        |        |        |        |
|---------------------------------------------|------------------------|--------|--------|--------|--------|--------|--------|--------|
|                                             | 1                      | 2      | 3      | 4      | 5      | 6      | 7      | 8      |
| <b>Extremely Low 30% Income Limits (\$)</b> | \$16,250               | 18,550 | 21,960 | 26,500 | 31,040 | 35,580 | 40,120 | 44,660 |
| <b>Very Low 50% Income Limits (\$)</b>      | \$27,050               | 30,900 | 34,750 | 38,600 | 41,700 | 44,800 | 47,900 | 51,000 |
| <b>Low 80% Income Limits (\$)</b>           | \$43,250               | 49,400 | 55,600 | 61,750 | 66,750 | 71,650 | 76,600 | 81,550 |

# HUD Income Limits



**LAURENS COUNTY - FY 2021**  
**Area Median Income is \$47,500**

|                                             | # of Persons in Family |               |               |               |               |               |               |               |
|---------------------------------------------|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                                             | 1                      | 2             | 3             | 4             | 5             | 6             | 7             | 8             |
| <b>Extremely Low 30% Income Limits (\$)</b> | <b>\$12,880</b>        | <b>17,420</b> | <b>21,960</b> | <b>26,500</b> | <b>28,950</b> | <b>31,100</b> | <b>33,250</b> | <b>35,400</b> |
| <b>Very Low 50% Income Limits (\$)</b>      | <b>\$18,800</b>        | <b>21,450</b> | <b>24,150</b> | <b>26,800</b> | <b>28,950</b> | <b>31,100</b> | <b>33,250</b> | <b>35,400</b> |
| <b>Low 80% Income Limits (\$)</b>           | <b>\$30,050</b>        | <b>34,350</b> | <b>38,650</b> | <b>42,900</b> | <b>46,350</b> | <b>49,800</b> | <b>53,200</b> | <b>56,650</b> |

# **GCRA – Housing Activities**

## **Housing Activities**

- 1. Homeownership Units (New & Rehabbed - GCRA and Housing Partners)**
- 2. Rental Units – (New and Rehabbed - GCRA & Housing Partners)**
- 3. First Time Homebuyers Program (DPT & Closing Cost Assistance – CWC)**
- 4. Minor Home Repair Program (GCRA/Rebuild/Habitat)**
- 5. Investor Program- Rental Rehab**
- 6. Major – Homeowner Rehab – Program - GCRA**
- 7. MLF-Permanent Financing – GCRA funded homes**
- 8. Rental Assistance - Homelessness Prevention – At risk of homelessness**
- 9. Rental Assistance - Homelessness-Rapid Rehousing – Literally homeless**

GCRA- Community  
& Economic  
Development  
Activities

- ☐ Infrastructure improvement
- ☐ Facility Improvement
- ☐ Demolition – address slum & blight
- ☐ **Public Service activities – CDBG Subrecipients**

**Economic Development**

- ☐ **Small Business Loans**
- ☐ **Façade Improvement Program**

**GCRA- COVID-  
19 Financial  
Relief  
Assistance**  
**1. ESG-CV**  
**2.CDBG-CV**

**COVID-19 Direct Financial Assistance**

- 1. Rental Assistance**
- 2. Utility Assistance**
- 3. Mortgage Assistance**
- 4. Business Assistance**
- 5. Food Supplies**
- 6. Medical and safety supplies**

# Small Business Loan Criteria

- Loan amount: \$5,000 - \$25,000
- Loan term: 5 years
- Interest rate: 3-7%
- Deferment Option: up to 1 year
- Security shall be provided for the loan (real estate, equipment, inventory, etc.) at a value equaling or exceeding the loan value.
- The Loan Committee may require personal guarantees or co-signors.

# Façade Improvement Program - Criteria

- \$5,000 in forgivable loan funds to finance exterior improvements to a property owner or tenant's commercial building that will be aesthetically pleasing and complimentary to local design guidelines or the municipality.
  - In the form of a declining balance non-interest-bearing loan
    - Loan funds will decline by twenty percent (20%) each year for five (5) years
  - If sold within 5 years, remaining loan balance must be recaptured.



# Fountain Inn: Façade Improvement Programs & Small Business Loan







# Questions?

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**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

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

February 10, 2022

City Council Meeting

☐ Ordinance/First Reading ☒ Ordinance/Second Reading ☐ Resolution/First & Final Reading**Agenda Date Requested: February 10, 2022****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 Therefor; to Assign the Annexed Property to a Council Ward; and Various Matters Related Thereto.

**Summary Background:**

AX2021-5 would annex approximately 93 acres at 110 Lafayette Avenue into the City limits of the Fountain Inn; zone TMS# 0556010100400 to R-12, Residential District and assign the parcel to Council Ward 4.

This tract of land is currently accessible from a dirt road extension of Hellams Street and a residential driveway located on TMS# 0557000101500 (Shellstone Park subdivision).

The applicants, DJ Acquisitions LLC and Doran Companies, are requesting annexation in order to explore developing a residential subdivision. The current property owner is Hinson Dianne T Revocable Trust.

The current zoning is R-S, Residential Suburban in Greenville County. Upon annexation the request is to rezone R-12, Residential, a Medium-Low Density zone per the 2017 Fountain Inn Master Plan. R-12 zoning allows for lots greater than 12,000 sq. ft. or 3.6 units per acre of development (15%-30% open space).

The Planning Commission voted unanimously (6-0) in favor of the annexation and zoning at the November 15, 2021 public hearing. No persons spoke in opposition at the hearing; however, staff has received fourteen phone calls, four emails, and two office visits regarding the notice signs posted near the property between November 15th and December 1<sup>st</sup>. All parties lived in the Shellstone (County) and Garrett Springs (City) communities.

**Impact If Denied:**

The parcel would remain in unincorporated Greenville County under R-S Suburban zoning. City of Fountain Inn limits to the north would continue as isolated neighborhoods connected only by a gas line easement, disjointing city services. The property is already served by Fountain Inn Fire.

**Impact If Approved:**

The large parcel would be added to city limits and rezoned to R-12, Residential District. The city does not have a R-S, Suburban zoning category. Per the applicant, the parcel would be developed as a single-family detached subdivision if approved. Any subdivision must first be approved by the Fountain Inn Planning Commission and meet local Land Development Regulations, including for road access, connectivity, and lot density.

An enclave surrounded by city limits on three sites would be eliminated, creating a more uniform city boundary.

**Financial Impact:**

Ninety three (93) acres would be added to the limits of Fountain Inn requiring sanitation and police services. Revenue would increase as a result of building permits should a subdivision be developed and meet LDR's.



**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 VARIOUS MATTERS RELATED THERETO.**

WHEREAS, DJ Acquisitions Limited Liability Company, on behalf of Dianne Hinson, has filed a proper petition with the City of Fountain Inn 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 S.C. Code Ann. § 5-3-150(3) and described as follows:

ALL those certain pieces, parcels or tracts of land containing 92.9 acres more or less, situate, lying and being at 110 Lafayette Avenue in the City of Fountain Inn, Greenville County, South Carolina, and described as follows:

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

**GREENVILLE COUNTY TMS # 0556010100400**

and,

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

WHEREAS, the notice and public hearing requirements of S.C. Code 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 of Fountain Inn effective on the date of the passage of this Ordinance, including (any or all) abutting SCDOT (or other public) right of way.

Section 2. **ZONING CLASSIFICATION:** The property herein described is hereby assigned the zoning classification of R-12, Residential District.

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

Section 4. **FLOOD RATE INSURANCE MAPS:** In accordance with the provisions of 44 CFR §64.4, in the event that the newly annexed area was previously located in a community participating in the NFIP Program, pending formal adoption of the amendment to its

flood plain management regulations, the City hereby certifies that within the newly annexed area the flood plain management requirements previously applicable in the area remain in force. In the event that the newly annexed area was previously located in a community not participating in the NFIP Program, upon annexation, and pending formal adoption of the amendments to its flood plain management regulations, the City certifies that it shall enforce within the newly annexed area, existing flood insurance policies which shall remain in effect until their date of expiration may be renewed, and new policies may be issued.

Section 5. **AUTHORIZATION.** The Mayor, the City Administrator, and the City Clerk, for and on behalf of the City, acting jointly or individually, are fully empowered and authorized to take such further action as may be reasonably necessary to 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.

**DONE IN REGULAR MEETING THIS 10<sup>th</sup> DAY OF FEBRUARY 2022.**

SIGNATURE OF MAYOR:

\_\_\_\_\_  
George Patrick McLeer, Jr.

ATTEST:

\_\_\_\_\_  
Sandra H. Woods  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David W. Holmes  
City Attorney

FIRST READING: 1/13/2022  
SECOND READING: 2/10/2022

EXHIBIT A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, NEAR THE TOWN OF FOUNTAIN INN, OR DURBIN CREEK, CONTAINING 93 ACRES, MORE OR LESS AS SHOWN ON A PLAT MADE BY W.J. RIDDLE ON SEPTEMBER 10, 1942 AND BEING MORE PARTICULARLY DESCRIBED IN ACCORDANCE WITH SAID PLAT, TO WIT:

BEGINNING AT A STONE AT THE JOINT CORNER OF PROPERTY OF F.A. THOMASON AND MARY K. TEMPLETON, AND RUNNING THENCE WITH THE TEMPLETON LINE N. 66 W. 245 FEET, CROSSING A BRANCH, TO AN IRON PIN THENCE N. 86 W. 1617 FEET, CROSSING A ROAD TO AN IRON PIN ON THE SIDE OF THE ROAD IN THE LINE OF PROPERTY OF HAMP BRYSON; THENCE WITH THE LINE OF SAID PROPERTY N. 23-30 E. 2344 FEET TO AN IRON PIN; THENCE S. 35-45 E. 575 FEET TO AN IRON PIN NEAR A BRANCH; THENCE WITH THE BRANCH AS THE LINE, THE TRAVERSES OF WHICH ARE DUE EAST 160 FEET, N. 88-30 E. 180 FEET; N. 63 E. 330 FEET TO A POINT NEAR DURBIN CREEK; THENCE CONTINUING WITH DURBIN CREEK AS THE LINE, THE TRAVERSES OF WHICH ARE S. 66-30 E. 363 FEET; S. 71 E. 980 FEET; AND S. 84-30 E. 85 FEET TO THE MOUTH OF A BRANCH IN LINE OF RACE MILLER; THENCE WITH THE BRANCH AS THE LINE, THE TRAVERSES OF WHICH ARE S. 72-30 W. 310 FEET AND S. 38-45 W. 468 FEET TO AN IRON PIN NEAR A BRANCH; THENCE S. 23- E. 105 FEET TO A SWEET GUM; THENCE S. 40-40 1326 FEET TO THE BEGINNING.



**AGENDA**  
**FOUNTAIN INN PLANNING COMMISSION**  
**(SPECIAL CALLED HEARING)**  
**City Hall Council Chambers**  
**Monday, November 15, 2021**  
**6:00 PM – 200 N. Main Street**

Call to Order Erik Stoddard

Approval of Minutes (October 4, 2021)

**FI-2021-028 Public Hearing**

**Request: Annex and Rezone to R-12, Residential District**  
**Tax Map: 0556010100400**  
**92.9 ac**  
**110 Lafayette Avenue**

Applicant: DJ Acquisitions, LLC

City Staff Report Greg Gordos, Zoning Administrator  
Shawn Bell, City Administrator

Public Comment Period

Adjourn Public Comment Period

Board Discussion

**FI-2021-030 Public Hearing**

**Request: Annex and Rezone to FRD, Flexible Review District**  
**Tax Map: 0335000100602**  
**13 ac**  
**Wilson Bridge Road**

Applicant: Gray Engineering obo Fausto Mancero

City Staff Report Greg Gordos, Zoning Administrator  
Shawn Bell, City Administrator

Public Comment Period

Adjourn Public Comment Period

Board Discussion

**FI-2021-029**

**Variance from Land Development Regulations**

**Request: Tax Map: 0562010101504**  
**4.63 ac**  
**Triangle Pine Road**

Sidewalks at least five feet in width shall be provided along all sides of the land development which abuts a public or private right-of-way  
The Fountain Inn Planning Commission may waive this requirement as part of the development plan if it finds that the sidewalks will not be used (present or future).

Board Discussion

**New Business**

**Text Amendment**

*amend Land Development Regulations, Section 9.4. - Sidewalks*

Board Discussion

**New Business**

**Text Amendment**

*amend Zoning Ordinance, Section 5.6. - C-2, Commercial District.*

Board Discussion

**Executive Session**

For the receipt of legal advice relating to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege.

After coming out of Executive Session, Commissioners may vote on items discussed during Executive Session

Adjourn

**STAFF REPORT  
TO THE FOUNTAIN INN PLANNING COMMISSION  
FROM FOUNTAIN INN PLANNING & ZONING STAFF  
November 15, 2021**

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**DOCKET NUMBER:** FI-2021-028

**APPLICANT:** DJ Acquisitions, LLC  
**CURRENT OWNER:** Diane Hinson Revocable Trust

**PROPERTY LOCATION:** 110 Lafayette Avenue

**TAX MAP NUMBER:** 0556010100400

**ACREAGE:** ~92.9 ac

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

**REQUEST:** ANNEXATION  
**REQUESTED ZONING:** R-12, Residential District

**Existing Land Use:** Vacant

**Adjacent Land Use:** North: Residential; Vacant  
East: Residential  
South: Residential  
West: Vacant; Residential

**Adjacent Zoning:** North: R-S, Residential Suburban (Greenville County); FRD, R-15, Residential (Fountain Inn); PD, Planned Development  
East: unzoned (Greenville County, Laurens County)  
South: R-7.5, Residential District (City of Fountain Inn)  
West: R-S, Residential Suburban (Greenville County)

**ANALYSIS:**

The subject property is colloquially known as the Hinson tract, ninety-three acres sandwiched between two subdivisions in the City of Fountain Inn. Access is either found as a private residence off Lafayette Drive or along a dirt road extension of Hellams Street.

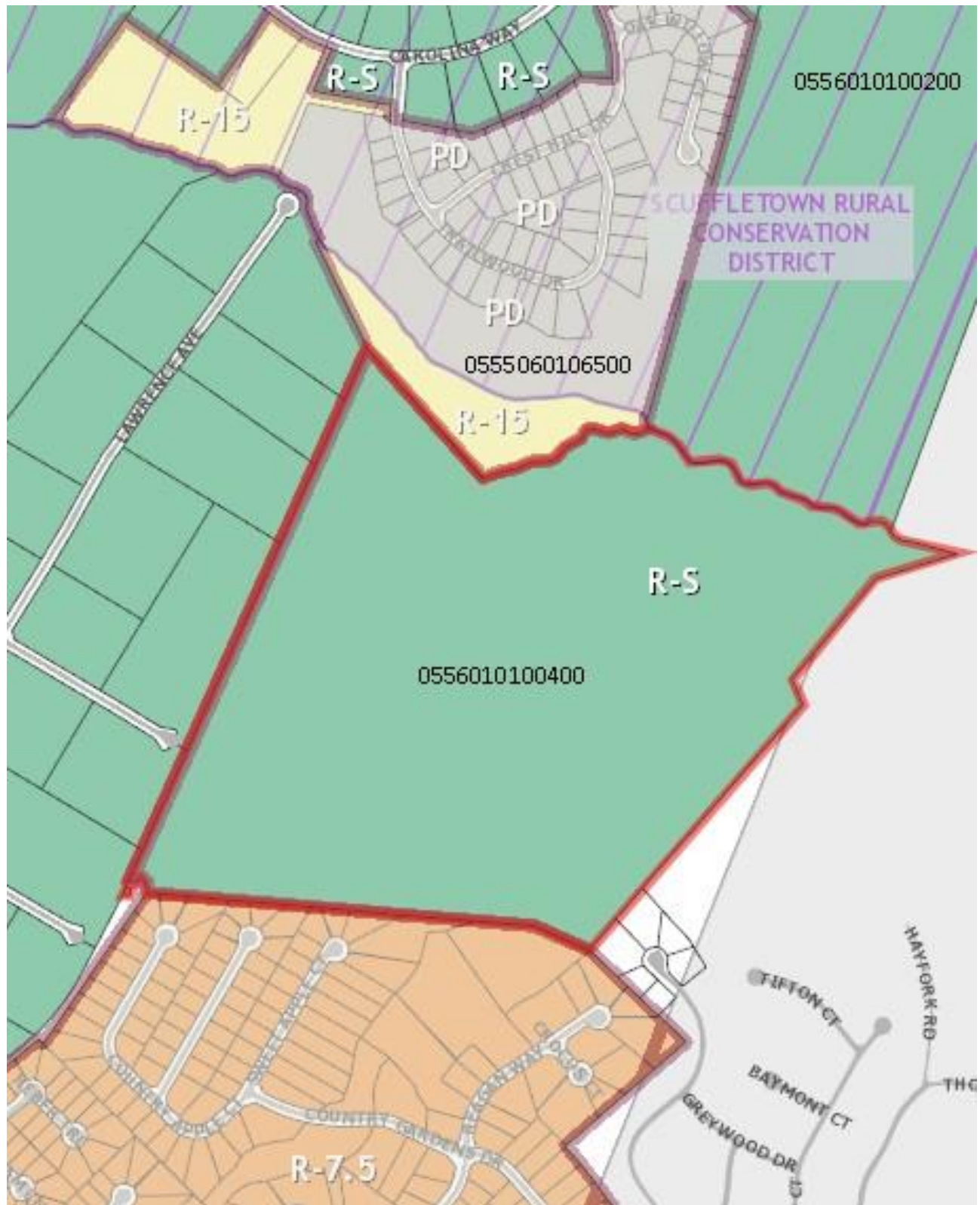
The applicant is seeking annexation in order to rezone from R-S, Residential Suburban to R-12, Residential District to explore development of a single-family residential subdivision. While the tract is a natural fit for annexation due to its location and the act of annexation's elimination of an enclave (absent of city services), questions regarding ingress/egress and the adjacency to Shellstone subdivision make zoning a key recommendation. The Future Land Use Map recommends high-density for this property and those adjacent to it.

**Aerial Map (source: Greenville County GIS):**



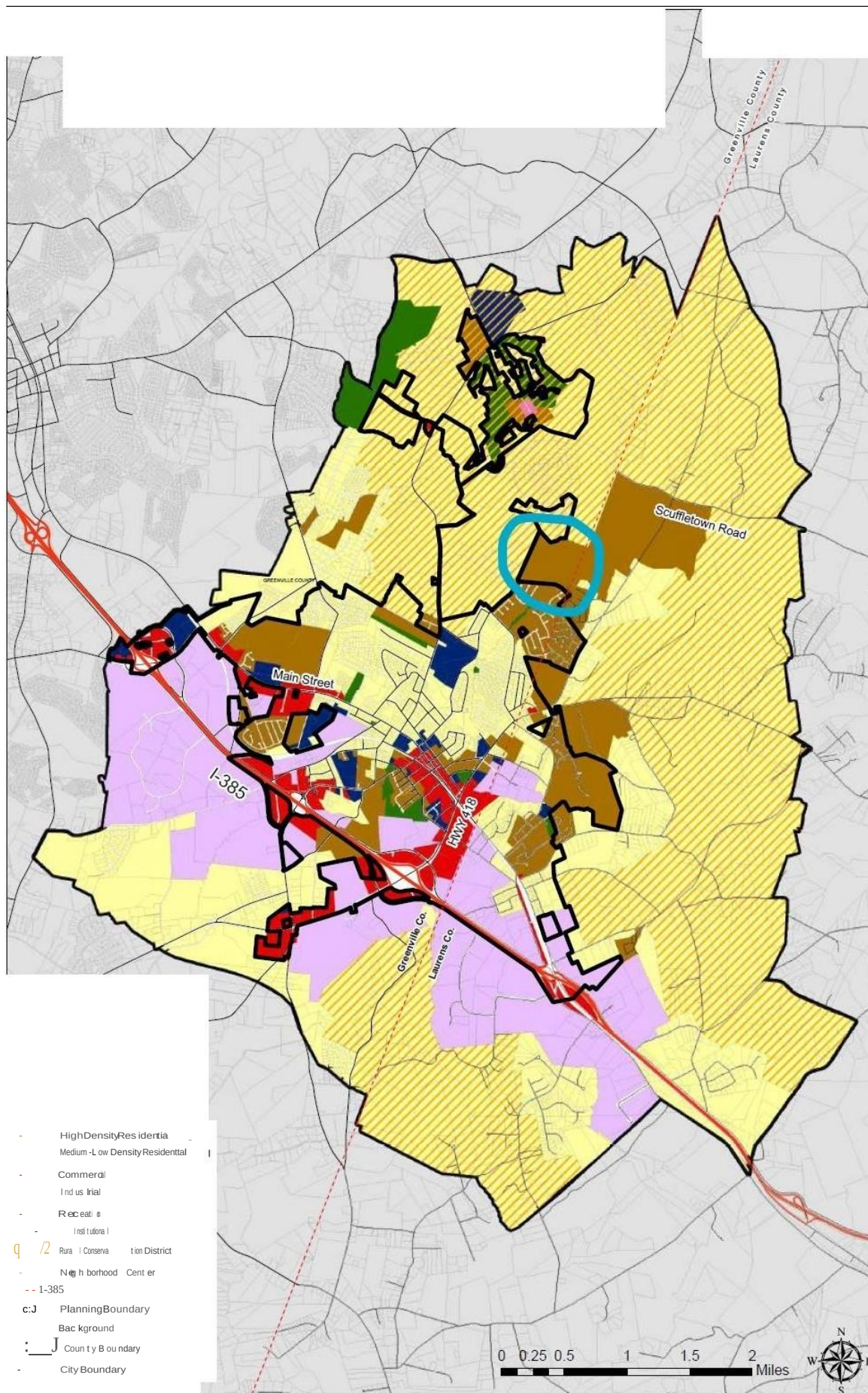
**Zoning Map (source: Greenville County GIS):**





**Future Land Use Map (source: 2017 Master Plan):**







**Condition of Lafayette Avenue (2012):**



**Driveway access to 110 Lafayette Avenue, Shellstone:**





## ANALYSIS:

110 Lafayette Avenue is a single family home located on nearly one hundred acres. It is accessed off a small single-family lot on Lafayette Avenue in the Shellstone subdivision, a community of large lots outside Fountain Inn municipal limits. County Gardens is immediately to the south, while Timberland Trail is immediately to the north, both in the city. A gas line easement connects these two communities. The Hinson's property at 110 Lafayette is considered a gap or enclave where it is surrounded by the city on at least two sides.

Secondary access of the property can be found on an extension of Hellams Street, but the condition, ownership, and width of Hellams at this location is complex. This road exists on paper but maintenance (county, city, private) is unclear at this time.

TMS #0556010100400 is currently zoned R-S, Residential Suburban outside city limits. Adjacent parcels within the City are zoned with R-7.5 Residential (County Gardens), R-15 (George Bomar Living Trust) or PD, Planned Development (Timberland Trail, Eagle Springs). The City of Fountain does not have a R-S, Residential Suburban zoning category so annexation requires rezoning the property. It is presumed that annexation is a precursor to residential development of the property in the form of a major subdivision. No adjacent properties are zoned R-12, Residential District.

The subject property is recommended for **High Density Residential** land uses on the Future Land Use Map, as included in this report.

### High Density Residential

**Definition:** High Density Residential is equivalent to any multi-family zoning district (up to 14.5 units per acre) or single-family districts zoned R-10, single-family residential (4.4 or units per acre or minimum lot sizes of 10,000 square feet) or R-7.5, single-family residential (5.8 or units per acre or minimum lot sizes of 7,500 square feet)

The applicant is requesting R-12, Residential zoning. This zone is 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.

**Zoning R-12, Residential District would be a downzone in regard to consistency with the Future Land Use Map. The Future Land Use map encourages High Density Residential Uses (R-10, R-7.5, R-M) for this tract.**

However, staff agrees that a Medium-Low Density is appropriate when this parcel is considered alone vs. joined with others for consideration of annexation. The property as exists today has poor connectivity and accessibility, with the primary entrance along a Greenville County road in an existing subdivision (Shellstone). TMS# 0557000101500 would also be impacted.

Annexing Tap Map #0557000101400 would extend the city limits of Fountain Inn further to the north, towards existing city subdivisions in the Jones Mill/Scuffletown region. It would "fill-in" an enclave that exists between current city services and more efficiently expand the city limits of the town. A previous annexation uses a thin "10' Connector Strip" along a gas line on this parcel.

## STAFF RECOMMENDATION:

Annex and rezone to Residential District. R-15 would best match adjacent parcels in the area.



100 PERCENT PETITION FORM

TO THE MAYOR AND COUNCIL OF THE CITY OF FOUNTAIN INN

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Fountain Inn by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows:

Address of Property to be Annexed: 110 Lafayette Avenue, Fountain Inn, South Carolina, 29644

The property is designated as follows on the County tax maps: PIN: 0556010100400

It is requested that the property be zoned as R-12

Deed Book: 2591

Deed Page: 1622

BUSINESS NAME: DJ Acquisitions, LLC

Dianne Hinson Revocable Trust

NAME OF PROPERTY OWNER(S) or MEMBER'S NAMES (LLC),

Dianne Hinson

*Dianne Hinson*

Print Name(S)

9/30/2021

Date

Contact: Cody Dietrich

7803 Glenroy Road, Suite 200, Bloomington, MN 55439

Mailing Address

952-288-2089

Contact Phone Number

FOR MUNICIPAL USE:

Petition received by \_\_\_\_\_, Date \_\_\_\_\_

Description and Ownership verified by \_\_\_\_\_, Date \_\_\_\_\_

Recommendation: \_\_\_\_\_

By: \_\_\_\_\_, Date: \_\_\_\_\_

## AN ORDINANCE

**TITLE: AN ORDINANCE TO PROHIBIT THE OPERATION OF TRUCKS WITH OVER SIX WHEELS ON GULLIVER STREET (S 1165) BETWEEN S. WESTON STREET AND GULLIVER STREET (S-23-217), AND ON CANNON AVENUE (S 895) BETWEEN S. WESTON STREET AND GULLIVER STREET (S-23-217); AND VARIOUS MATTERS RELATED THERETO.**

**WHEREAS**, Gulliver Street (S 1165), Gulliver Street (S-23-217) and Cannon Avenue (S 895) are owned by the South Carolina Department of Transportation (“SCDOT”); and

**WHEREAS**, the properties abutting Gulliver Street (S 1165) and Cannon Avenue (S 895) consist primarily of residential land use and recreation; and

**WHEREAS**, trucks with six wheels or more are using Gulliver Street (S 1165) and Cannon Avenue (S 895) to access Gulliver Street (S-23-217) and S. Weston Street; and

**WHEREAS**, Section 19-4, Authority of Council to Regulate Traffic, Paragraph (d) of the Code of Ordinances of the City of Fountain Inn provides that the City Council can approve the designation of truck routes, including upon state highways within the city limits with the approval of SCDOT; and

**WHEREAS**, viable and more appropriate alternative routes exist for truck traffic via Gulliver Street (S-23-217), S. Weston Street and Industrial Boulevard; and

**WHEREAS**, in light of the foregoing, City Council desires to prohibit through trucks on Gulliver Street (S 1165) and Cannon Avenue (S 895) as provided hereinafter; and

**WHEREAS**, SCDOT has provided written concurrence for the truck route restrictions contemplated herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOUNTAIN INN, SOUTH CAROLINA, AS FOLLOWS:**

**Section 1. Truck Route Restrictions.** It shall be unlawful for any person to operate on Gulliver Street (S 1165) between S. Weston Street and Gulliver Street (S-23-217), and on Cannon Avenue (S 895) between S. Weston Street and Gulliver Street (S-23-217) any vehicle with more than six wheels except as may be necessary to make deliveries or pick up freight for properties abutting said streets with no other access.

**Section 2.** The City Administrator is hereby authorized to cause the appropriate signage to be posted in order to give effect to the purposes of this Ordinance.

**Section 3. Effective Date of the Ordinance.** This ordinance shall become effective upon final approval by Council after second reading and signing by the Mayor.

SIGNATURE OF MAYOR:

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George Patrick McCleer, Jr.

ATTEST:

APPROVED AS TO FORM:

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Sandra H. Woods  
City Clerk

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David W. Holmes  
City Attorney

FIRST READING: 1/13/2022  
SECOND READING: 2/10/2022







February 10, 2022  
2022-002

From: City Administrator, City of Fountain Inn  
To: Reeves Young, LLC, Attn: Jennifer H. Kinsey, 45 Peachtree Industrial Boulevard,  
Sugar Hill, GA 30518

Subj: CONSTRUCTION NOTICE TO PROCEED FOUNTAIN INN UTILITIES FACILITY

1. This letter serves as your Notice to Proceed as the Design-Builder of record for the design and construction of the Fountain Inn Utilities Facility at 437 Boyd Street, Fountain Inn, South Carolina, effective February 10th, 2022. Please note that this letter will both grant and accept your initiation of completing design tasks required to establish the Guaranteed Maximum Price (GMP) and to engage a Pre-Engineered Metal Building manufacturer.

SHAWN M. BELL

**ACKNOWLEDGEMENT OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Reeves Young, LLC this \_\_\_\_\_  
Day of February 2022.

Reeves Young, LLC

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

Title: \_\_\_\_\_

CC: File  
Eduardo Noriega, Director of Natural Gas  
Russell Slatton, Director of Public Works

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City of Fountain Inn  
200 N. Main Street  
Fountain Inn, SC 29644



City of Fountain Inn

Safety Committee

## COMMITMENT TO SAFETY STATEMENT

The City is committed to promoting a safe and healthy work environment and to encourage safe employee work habits and practices as well as healthy lifestyles. Safety and health in our business must be a part of every operation. Without question it is every employee's responsibility at all levels.

It is the intent of City of Fountain Inn to comply with all laws. We depend on our employees to:

1. Become familiar with and comply with all safety rules and procedures for their work activity.
2. Promptly report any job-related injury, illness, or property damage to their supervisor.
3. Promptly report to their supervisors all unsafe/unhealthy practices and conditions they observe.
4. Cooperate/assist in investigations of accidents to identify causes and correctable measures.
5. Actively support and participate in safety/health promotional and educational measures.

The personal safety and health of each employee of City of Fountain Inn is of primary importance. The prevention of injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards.

The City of Fountain Inn is committed to doing all in its power to make its safety and loss control program a success and expects all employees to assist in this effort by contributing expertise and by following all established rules and procedures.

Safety Committee:

The Safety Committee is to be comprised of City employees representing all departments. The Human Resources Director will chair the committee and will be responsible in matters related to the development, administration, and management of the city's safety and health program. Members of the committee can be recommended by the Department Head and will be appointed by the committee. The Safety Committee shall establish a loss control program, review losses and loss trends, make recommendations for prevention and assign other safety responsibilities as needed. Recognizing that each City Department may already have in place a safety or loss review committee, the Safety Committee appointed pursuant to this policy shall coordinate its efforts with those of departmental committees.

ADOPTED: February 10, 2022

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Mayor George Patrick McLeer, Jr

ATTEST:

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Sandra H Woods  
City Clerk

APPROVED AS TO FORM:

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David W. Holmes  
City Attorney

Please check the eligible Main Street Improvement program:

- ☐ **Outdoor Expansion and Beautification Grant:** The grant provides up to 50% of project costs up to \$20,000 in fund reimbursement to commercial properties within the Fountain Inn Main Street Program Area with infrastructure expenses to expand or beautify outdoor space intended for public use.
- ☐ **Facade Improvement Grant:** This grant provides up to 50% of project costs up to \$10,000 in fund reimbursement to commercial properties within the Fountain Inn Main Street Program Area to restore or improve building Facades.
- ☐ **Outdoor Seating and Accessories for Tourism & Hospitality Businesses Grant:** This grant provides up to a 75% of project costs up to \$4,000 in fund reimbursement to commercial properties within the Fountain Inn Main Street Program Area to create vibrant outdoor areas.

The Main Street Improvement Program is a reimbursement-based grant program. Applicant must contract for, complete, and pay for improvements for the entire project. Grant funds will be reimbursed to Applicant following proof of completion and payment.

Applicant Name: \_\_\_\_\_

\*Tax ID # \_\_\_\_\_ \*Business License # \_\_\_\_\_

Applicant Mailing Address: \_\_\_\_\_ Sq Ft \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Owner \_\_\_\_\_ Tenant \_\_\_\_\_ If Tenant, Date of Lease Expiration: \_\_\_\_\_

Address and business name for which this application applies: \_\_\_\_\_

Employees: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Estimated New Jobs: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

Describe your business and/or property. If vacant, describe plans for future occupancy and attach approved use & occupancy permit and signed Lease: \_\_\_\_\_

Describe the proposed improvements (e.g., signage, windows/doors, exterior finishes, awnings, fencing, painting, repairs, etc.), and the materials you plan to use. \_\_\_\_\_

**Attach current photo of property; cost estimates (two quotes) for each portion of the proposed work, showing details of project and renderings to show what is being proposed.**

**\*\*PLEASE COMPLETE BOX ON THE REAR OF THIS APPLICATION PRIOR TO SUBMISSION\*\***

**\*Information required for all businesses. If you do not have a business license or use/occupancy permit at the time of application, you must have one prior to reimbursement. Please note that proposed work may require permits and minor privilege approval which is solely your responsibility. No reimbursement will be made at any time if the applicant/business is not in good legal standing with Federal, State and Local authorities. Upon completion of project, applicants agree to allow Main Street Fountain Inn to install a window decal promoting our involvement in the project, and to photograph and publicize the project in web or print media.**

## 2022 Main Street Improvement Grant Program Application

### Program Eligibility

- The Main Street Improvement Program is only available for properties within Fountain Inn's Main Street Program Area. Facade improvements and outdoor accessories must be reviewed by Main Street staff before purchasing in order to be eligible for reimbursement. The City of Fountain Inn will provide free design renderings (up to \$3,000 value)!
- The Main Street Improvement program cannot be used for work begun prior to receiving a commitment letter from the City of Fountain Inn.
- Applicants/Businesses that are not in good legal standing with Federal, State or local authorities are not eligible.
- This grant program may be used in conjunction with other programs including [GCRA's Facade Improvement Grant Program](#).

### Design Guidelines

1. The project should make a noticeable contribution to the revitalization of our central business district. Grant funds may not be used to fund deferred maintenance on the property including repairs or replacement of deteriorating features, unless such work is part of a larger improvement project.
2. Projects should prioritize street-level improvements with emphasis given to signs, awnings, painting, ground floor windows and doors, lighting, or other decorative elements. Secondary improvements may include masonry work, cornices and upper floor work, but only in combination with ground-floor improvements.
3. The Central business district is pedestrian-friendly and the project's design should be in harmony with the character of the area, the project should prioritize improvements designed to appeal to pedestrians to begin to transform the area.
4. The distinguishing original qualities and character of the building shall be preserved; removal of historical or distinctive architectural features may disqualify a project. Deteriorated architectural features should be repaired rather than replaced; if replacement is necessary, the new materials should match the materials being replaced in design, color, texture, and other visual qualities.
5. Contemporary design for alterations to existing properties is acceptable if such alterations do not destroy significant historical, architectural, and cultural materials of the building and if such design is compatible with the size, scale, color, material, and character of the property and adjacent buildings.

**Permitting and Code Requirements:** Contractors must secure required building permits and complete the project in accordance with all applicable codes, ordinances, and standard engineering practices. Contractors must be properly registered, licensed, and insured as required by law.

**Time-frame: Do not begin work prior to Grant Approval.** Construction must be completed within 90 days of award letter, unless otherwise approved in writing. Any work done prior to grant approval will not be eligible for reimbursement.

**Extension Request:** THE CITY OF FOUNTAIN INN MUST receive all extension requests in writing, at least 1 week prior to the project expiration date. Approval of extension requests will be mailed.

**Change in Project Proposal:** THE CITY OF FOUNTAIN INN MUST approve all changes made to the scope of work originally agreed upon prior to work being done. Approval of changes does not alter the original amount of the grant.

**Maintenance of Improvements:** As part of the grant acceptance process, the applicant agrees to maintain all improvements made per the approved plans in their finished state.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

**Owner, if other than applicant:** I hereby certify that I am the owner of this building/land on which the proposed Main Street Improvement project is situated, and that the foregoing applicant, in filing the application for approval by The City of Fountain Inn, is acting with my knowledge and consent.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

**Application Submission Checklist**  
**(For Applicant Use)**

- ☐ All Fields of Application Complete
- ☐ Application Signed
- ☐ W-9 of Applicant
- ☐ Two "Before" Pictures of Property
- ☐ Conceptual Drawings or Plans of Proposed Work
- ☐ Two (2) Contractor quotes for any/all work to be performed

Please email/mail/ or hand deliver the completed application package to:

kate.kizito@fountaininn.org

or

The City of Fountain Inn 200 N Main Street Fountain Inn, SC 29644

**NOTE ON CONTRACTOR QUOTES:**

Each aspect of the project must have two separate quotes from licensed contractors that are in good standing with the State of South Carolina. However, it is not required that the applicant find a single company that is capable of performing all aspects of the job.

For example: a project may include Painting, Exterior Lighting and a new Storefront Window.

The applicant could get quotes from two contractors capable of handling all of the work OR  
The applicant could get two quotes for Painting; two quotes for lighting etc.

The final grant reimbursement amount will be based on the lowest bids for each component of the project.

See <https://www.fountaininn.org/382/Main-Streetstreets> for details.



## THE OUTDOOR EXPANSION AND BEAUTIFICATION GRANT

is a grant to provide a level of financial support to businesses seeking to add or improve outdoor spaces intended for public use. The purpose of this grant is to encourage the creation and beautification of public spaces in the City of Fountain Inn. Applicants are eligible to receive up to 50% of the project cost up to \$20,000, depending on the scope of the project. This grant program may be used in conjunction with other programs including [GCRA's Facade Improvement Grant Program](#).



### ONCE YOU HAVE COMPLETED THE FULL APPLICATION:

Please submit finished applications by email to Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org)

Attn: Kate Kizito  
City of Fountain Inn  
200 N Main Street  
Fountain Inn, SC 29644

## CITY OF FOUNTAIN INN OUTDOOR EXPANSION AND BEAUTIFICATION GRANT

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

### ELIGIBLE IMPROVEMENTS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- Parking Improvements
- Infrastructure Improvements to Public Gathering spaces
- ADA Accessibility Improvements (exterior only).

All applicants will be required to comply with planning codes, legislative requirements, and other compliance requirements. This grant is available to commercial properties within the Fountain Inn Main Street Program Area

The City of Fountain Inn requires a detailed line item budget be submitted and approved before any purchases are made.

The City of Fountain Inn also requires a public use agreement to be on file before any purchases are made.

### TO BE ELIGIBLE FOR CONSIDERATION, PLEASE ATTACH THE FOLLOWING:

- Proof of building ownership, such as a copy of the recorded deed with owner name matching applicant name (if leasing property, written approval from building owner is required).
- Proof of current property and casualty insurance.
- Two (2) to four (4) photographs of current facade(s) conditions including close up and panoramic shots (electronic photos are preferred and can be emailed to [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org)).
- Conceptual design plans (provided by the City of Fountain Inn) and an outline of proposed improvements, including a materials list. Designs must be reviewed by Main Street staff before purchasing in order to be eligible for reimbursement. The City of Fountain Inn will provide free design renderings (up to \$3,000 value)!
- Two (2) written cost estimates/bids from licensed construction professionals.
- Detailed line item budget from a registered/licensed contractor or licensed architect. Contractors must include their business license or tax ID numbers as proof that they are eligible to do work in the City of Fountain Inn.
- Accurate color samples (required for painting approvals).
- Images that indicate quality of finishes.
- Signage renderings that graphically indicate sign lettering style, size and sign dimensions.
- License numbers for any contractors and subcontractors involved in project.
- A Public Use Agreement on file with the City of Fountain Inn.



## CITY OF FOUNTAIN INN

# OUTDOOR EXPANSION AND BEAUTIFICATION GRANT

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

## PROGRAM APPLICATION:

### PART 1 - APPLICANT INFORMATION

|                                                    |                              |            |
|----------------------------------------------------|------------------------------|------------|
| APPLICANT NAME:                                    |                              |            |
| BUSINESS NAME:                                     |                              |            |
| ADDRESS:                                           | CITY:                        | STATE/ZIP: |
| PHONE:                                             | EMAIL:                       |            |
| # OF EMPLOYEES:                                    | ANTICIPATED # NEW EMPLOYEES: |            |
| PROPERTY OWNER NAME:                               | PROPERTY OWNER CONTACT:      |            |
| PROJECT CONTACT NAME (IF DIFFERENT FROM APPLICANT) |                              |            |
| PROJECT CONTACT PHONE NUMBER:                      | PROJECT CONTACT EMAIL:       |            |
| BUSINESS WEBSITE (IF APPLICABLE):                  |                              |            |

### PART 2 - BUILDING INFORMATION

|                                                                                                                                   |                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------|--|
| BUSINESS ADDRESS:                                                                                                                 |                   |  |
| BLOCK:                                                                                                                            | LOT:              |  |
| CURRENT BUILDING USE:                                                                                                             |                   |  |
| PROPOSED USE AFTER IMPROVEMENTS:                                                                                                  |                   |  |
| TOTAL BUILDING SQUARE FOOTAGE:                                                                                                    | NUMBER OF FLOORS: |  |
| NUMBER BUSINESSES IN BUILDING:                                                                                                    |                   |  |
| ARE THERE ANY ACTIVE CODE VIOLATIONS?<br>YES <input type="checkbox"/> NO <input type="checkbox"/> UNSURE <input type="checkbox"/> |                   |  |
| ARE THE PROPERTY TAXES CURRENT?<br>YES <input type="checkbox"/> NO <input type="checkbox"/> UNSURE <input type="checkbox"/>       |                   |  |

# CITY OF FOUNTAIN INN OUTDOOR EXPANSION AND BEAUTIFICATION GRANT

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

## PART 3 - PROJECT OVERVIEW

|                                                                                           |                                     |
|-------------------------------------------------------------------------------------------|-------------------------------------|
| PROVIDE A LINE ITEM DESCRIPTION OF PROPOSED IMPROVEMENTS:                                 |                                     |
|                                                                                           |                                     |
| WHEN WILL THE PROJECT BEGIN?                                                              | WHEN WILL THE PROJECT BE COMPLETED? |
| HAS ANY PORTION OF THE DESCRIBED WORK ALREADY BEEN COMPLETED ?                            |                                     |
| TOTAL PROJECT COST:                                                                       |                                     |
| AMOUNT OF GRANT FUNDING BEING REQUESTED:<br>(CANNOT EXCEED \$20,000 or 50% of total cost) |                                     |

## PART 4 - PROPOSED FINANCING

| TYPE OF FINANCING      | AMOUNT |
|------------------------|--------|
| CASH INVESTMENT        |        |
| BANK LOAN              |        |
| <b>TOTAL</b>           |        |
| <b>PROGRAM REQUEST</b> |        |

**Note:** Total should equal total project cost. Request should equal **50%** of project cost, up to **\$20,000**. This grant program may be used in conjunction with other programs including [GCRA's Facade Improvement Grant Program](#).

# CITY OF FOUNTAIN INN OUTDOOR EXPANSION AND BEAUTIFICATION GRANT

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

## PART 5 - ATTACHMENTS

| THE FOLLOWING ITEMS MUST BE ATTACHED TO APPLICATION.<br>THE APPLICATION WILL NOT BE PROCESSED UNTIL ALL ITEMS ARE PROVIDED.                                                                                    | CHECK IF ATTACHED        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Two (2) to four (4) photographs of current outdoor conditions including close up and panoramic shots (photos can be emailed to <a href="mailto:kate.kizito@fountaininn.org">kate.kizito@fountaininn.org</a> ). | <input type="checkbox"/> |
| Documentation outlining proposed improvements, budget, material lists, renderings and color samples. A detailed budget is imperative.                                                                          | <input type="checkbox"/> |
| Documentation confirming ownership, or permission from the owner, to alter building (Current property tax statement, lease or letter from owner giving tenant authority to alter).                             | <input type="checkbox"/> |
| Certificate of current property and casualty insurance.                                                                                                                                                        | <input type="checkbox"/> |
| Proof that contractor and subcontractors can work in the City of Fountain Inn (i.e a license or tax ID number).                                                                                                | <input type="checkbox"/> |
| Public Use Agreement on file with the City of Fountain Inn.                                                                                                                                                    | <input type="checkbox"/> |

## CERTIFICATION & ACKNOWLEDGEMENT

### BY SIGNING AND SUBMITTING THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING:

- That acceptance of this application does not commit COFI to enter into a grant agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiations, or to contract for the project.
- That acceptance of this application does not constitute an agreement by COFI that any contract will be entered into by COFI.
- That COFI expressly reserves the right to reject any and all applications, portions thereof, or to request more information from the applicant.

### IF GRANT IS AWARDED, THE APPLICANT AGREES:

- To keep records as may be required by COFI in relation to the Grant Program.
- To comply with all applicable local, state and federal laws.
- To comply with all applicable local, state and federal statutes governing fair leasing practices and equal employment opportunities.
- To comply with all applicable local, state and federal statutes governing fair leasing practices and equal employment opportunities.

### IN ADDITION, THE APPLICANT CERTIFIES UNDERSTANDING OF THE FOLLOWING:

- The OUTDOOR EXPANSION AND BEAUTIFICATION GRANT is a matching grant initiative. Grants are awarded at the discretion of the City of Fountain Inn's Main Street program and may not exceed \$20,000 or 50% of eligible and approved improvement costs.
- After submitting their application, applicants may wait as long as 1 month to receive authorization from Main Street Fountain Inn; however, authorization is often given as little as 1 to 2 weeks.
- Applicants may only begin work on the property after receiving approval by Main Street Fountain Inn. Any work begun before receiving approval may be ineligible for reimbursement.
- Grant dollars are disbursed at the time of project completion REIMBURSING the owner/business for 50% of eligible and approved costs AND only with all required project documentation on file with COFI
- A building owner can only participate in the OUTDOOR EXPANSION AND BEAUTIFICATION GRANT with a maximum of three projects.
- Properties found to be in arrears on real property taxes or special assessments will NOT be eligible.
- All projects awarded are subject to program funding at the time of project completion. COFI will make a good faith effort to notify the Applicant should funding become unavailable.

SIGNATURE

PRINTED NAME

COMPANY NAME

DATE



## THE FACADE IMPROVEMENT PROGRAM

is a storefront improvement grant initiative administered by the City of Fountain Inn (COFI). The purpose of the program is to encourage and assist property and business owners located in Fountain Inn Main Street Program Area (see map for program boundaries) to restore and improve the appearance of the facades of their buildings. Applicants are eligible to receive up to 50% of the project cost up to \$10,000, depending on the scope of the project. This grant program may be used in conjunction with other programs including GCRA's Facade Improvement Grant Program.



## ONCE YOU HAVE COMPLETED THE FULL APPLICATION:

Please submit finished applications by email to Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org)

Attn: Kate Kizito  
City of Fountain Inn  
200 N Main Street  
Fountain Inn, SC 29644



## CITY OF FOUNTAIN INN

# FACADE IMPROVEMENT PROGRAM

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

### ELIGIBLE IMPROVEMENTS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- Signage and/or painting.
- Restoration of architectural details in historic buildings and removal of elements covering any such architectural details.
- Installation or repair of signs, which are attractively integrated into the architecture of a building including its window areas, doorways and awnings, or canopies (signs may identify a business, but not advertise a product).
- Removal and/or installation of appropriately scaled and lighted window areas for retail displays or for visual access into retail or service business or a restaurant.
- Installation of appropriate lighting for the purpose of illuminating the exterior and signage of a building.
- Removal and/or installation of awnings, canopies or shutters.
- Cleaning and/or repainting of building exteriors.
- Cleaning and/or re-pointing of brick, and other masonry.
- Replacement of deteriorated windows, doors and/or framing visible from the street.
- Removal of solid roll-down security gates
- ADA accessibility improvements (exterior only).

This Grant may be used in conjunction with other grant programs.

### INELIGIBLE IMPROVEMENTS:

- Roofs
- Parking lots
- Landscaping not attached to the building
- New construction
- Interior improvements
- Equipment or Inventory
- Overpowering signage and backlit awning
- Deferred Maintenance
- Sidewalks
- Projects completed prior to the approval of the application
- Any work that is not completed by a licensed contractor or subcontractor
- Unapproved designs. Facade improvements must be reviewed by Main Street staff before purchasing in order to be eligible for reimbursement. The City of Fountain Inn will provide free design renderings (up to \$3,000 value)!



## CITY OF FOUNTAIN INN

# FACADE IMPROVEMENT PROGRAM

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

### TO BE ELIGIBLE FOR CONSIDERATION, PLEASE ATTACH THE FOLLOWING:

- Proof of building ownership, such as a copy of the recorded deed or with owner name matching applicant name (if leasing property, written approval from building owner is required).
- Proof of current property and casualty insurance.
- Two (2) to four (4) photographs of current façade(s) conditions including close up and panoramic shots (electronic photos are preferred and can be emailed to [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org)).
- Conceptual design plans (provided by the City of Fountain Inn) and an outline of proposed improvements, including a materials list.
- Two (2) written cost estimates/bids from licensed construction professionals.
- Detailed line item budget from a registered/licensed contractor or licensed architect. Contractors must include their business license or tax ID numbers as proof that they are eligible to do work in the City of Fountain Inn.
- Accurate color samples (required for painting approvals).
- Pictures that indicate quality of finishes.
- Signage renderings that graphically indicate sign lettering style, size and sign dimensions.
- License numbers for any contractors and subcontractors involved in project.



## CITY OF FOUNTAIN INN

# FACADE IMPROVEMENT PROGRAM

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

## PROGRAM APPLICATION:

### PART 1 - APPLICANT INFORMATION

|                                                    |                              |            |
|----------------------------------------------------|------------------------------|------------|
| APPLICANT NAME:                                    |                              |            |
| BUSINESS NAME:                                     |                              |            |
| ADDRESS:                                           | CITY:                        | STATE/ZIP: |
| PHONE:                                             | EMAIL:                       |            |
| # OF EMPLOYEES:                                    | ANTICIPATED # NEW EMPLOYEES: |            |
| PROPERTY OWNER NAME:                               | PROPERTY OWNER CONTACT:      |            |
| PROJECT CONTACT NAME (IF DIFFERENT FROM APPLICANT) |                              |            |
| PROJECT CONTACT PHONE NUMBER:                      | PROJECT CONTACT EMAIL:       |            |
| BUSINESS WEBSITE (IF APPLICABLE):                  |                              |            |

### PART 2 - BUILDING INFORMATION

|                                                                                                                                   |                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------|--|
| BUSINESS ADDRESS:                                                                                                                 |                   |  |
| BLOCK:                                                                                                                            | LOT:              |  |
| CURRENT BUILDING USE:                                                                                                             |                   |  |
| PROPOSED USE AFTER IMPROVEMENTS:                                                                                                  |                   |  |
| TOTAL BUILDING SQUARE FOOTAGE:                                                                                                    | NUMBER OF FLOORS: |  |
| NUMBER BUSINESSES IN BUILDING:                                                                                                    |                   |  |
| ARE THERE ANY ACTIVE CODE VIOLATIONS?<br>YES <input type="checkbox"/> NO <input type="checkbox"/> UNSURE <input type="checkbox"/> |                   |  |
| ARE THE PROPERTY TAXES CURRENT?<br>YES <input type="checkbox"/> NO <input type="checkbox"/> UNSURE <input type="checkbox"/>       |                   |  |



## CITY OF FOUNTAIN INN

# FACADE IMPROVEMENT PROGRAM

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

### PART 3 - PROJECT OVERVIEW

PROVIDE A LINE ITEM DESCRIPTION OF PROPOSED IMPROVEMENTS:

WHEN WILL THE PROJECT BEGIN?

WHEN WILL THE PROJECT BE COMPLETED?

HAS ANY PORTION OF THE DESCRIBED WORK ALREADY BEEN COMPLETED ?

FAÇADE PROJECT COST:

TOTAL PROJECT COST:  
(IF PROJECT ALSO INCLUDES INTERIOR WORK)

AMOUNT OF GRANT FUNDING BEING REQUESTED:  
(CANNOT EXCEED \$10,000 OR 50% OF ELIGIBLE, APPROVED FAÇADE COSTS)

### PART 4 - PROPOSED FINANCING

| TYPE OF FINANCING                                                          | AMOUNT |
|----------------------------------------------------------------------------|--------|
| CASH INVESTMENT                                                            |        |
| BANK LOAN                                                                  |        |
| <b>TOTAL</b>                                                               |        |
| <b>FAÇADE PROGRAM REQUEST</b>                                              |        |
| IF DOING INTERIOR AND EXTERIOR WORK,<br>PLEASE PROVIDE TOTAL PROJECT COST: |        |

**Note:** Total should equal total project cost. Façade Program Request should equal **50%** of project cost, up to **\$10,000**. This grant program **may be used in conjunction** with other programs including [GCRA's Façade Improvement Grant Program](#).



## CITY OF FOUNTAIN INN

# FACADE IMPROVEMENT PROGRAM

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

### PART 5 - ATTACHMENTS

| THE FOLLOWING ITEMS MUST BE ATTACHED TO APPLICATION.<br>THE APPLICATION WILL NOT BE PROCESSED UNTIL ALL ITEMS ARE PROVIDED.                                                                                      | CHECK IF ATTACHED        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Two (2) to four (4) photographs of current façade(s) conditions including close up and panoramic shots (photos can be emailed to <a href="mailto:kate.kizito@fountaininn.org">kate.kizito@fountaininn.org</a> ). | <input type="checkbox"/> |
| Documentation outlining proposed improvements, budget, material lists, renderings and color samples. A detailed budget is imperative.                                                                            | <input type="checkbox"/> |
| Documentation confirming ownership, or permission from the owner, to alter building (Current property tax statement, lease or letter from owner giving tenant authority to alter).                               | <input type="checkbox"/> |
| Certificate of current property and casualty insurance.                                                                                                                                                          | <input type="checkbox"/> |
| Proof that contractor and subcontractors can work in the City of Fountain Inn (i.e a license or tax ID number).                                                                                                  | <input type="checkbox"/> |





## CITY OF FOUNTAIN INN

# FACADE IMPROVEMENT PROGRAM

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

## CERTIFICATION & ACKNOWLEDGEMENT

### BY SIGNING AND SUBMITTING THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING:

- That acceptance of this application does not commit COFI to enter into a grant agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiations, or to contract for the project.
- That acceptance of this application does not constitute an agreement by COFI that any contract will be entered into by COFI.
- That COFI expressly reserves the right to reject any and all applications, portions thereof, or to request more information from the applicant.

### IF GRANT IS AWARDED, THE APPLICANT AGREES:

- To comply with all applicable local, state and federal laws.
- To keep records as may be required by COFI in relation to the Façade Improvement Program.
- To comply with all applicable local, state and federal statutes governing fair leasing practices and equal employment opportunities.
- That no employee of COFI or the City of Fountain Inn has any financial interest, direct or indirect, in the proceeds of any façade improvement grant.

### IN ADDITION, THE APPLICANT CERTIFIES UNDERSTANDING OF THE FOLLOWING:

- The Façade Improvement Program is a matching grant initiative. Grants are awarded at the discretion of the Design Review Committee and may not exceed \$10,000 or 50% of eligible and approved improvement costs.
- After submitting their application, applicants may wait as long as 1 month to receive authorization from Main Street Fountain Inn; however, authorization is often given as little as 1 to 2 weeks.
- Applicants may only begin work on the property after receiving approval by Main Street Fountain Inn. Any work begun before receiving approval may be ineligible for reimbursement.
- Grant dollars are disbursed at the time of project completion REIMBURSING the owner/business for 50% of eligible and approved costs AND only with all required project documentation on file with COFI.
- A building owner can only participate in the Façade Improvement Program with a maximum of three projects.
- Properties found to be in arrears on real property taxes or special assessments will NOT be eligible.
- All projects awarded are subject to program funding at the time of project completion. COFI will make a good faith effort to notify the Applicant should funding become unavailable.

---

SIGNATURE

---

PRINTED NAME

---

COMPANY NAME

---

DATE

## CITY OF FOUNTAIN INN OUTDOOR SEATING & ACCESSORIES GRANT

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

### THE OUTDOOR SEATING & ACCESSORIES FOR TOURISM & HOSPITALITY BUSINESSES GRANT

is a grant to provide a level of financial support to tourism and hospitality businesses to purchase or upgrade equipment to provide additional outdoor capacity and offer outdoor public experiences. This grant is open to commercial properties within the City of Fountain Inn's Main Street Program Area (see map for program boundaries). Applicants are eligible to receive up to 75% of their project cost up to \$4,000. This grant program may be used in conjunction with other programs including [GCRA's Facade Improvement Grant Program](#).



### ONCE YOU HAVE COMPLETED THE FULL APPLICATION:

Please submit finished applications by email to Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org)

Attn: Kate Kizito  
City of Fountain Inn  
200 N Main Street  
Fountain Inn, SC 29644

## CITY OF FOUNTAIN INN OUTDOOR SEATING & ACCESSORIES GRANT

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

### ELIGIBLE IMPROVEMENTS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- Tables
- Chairs
- Sunshades
- Screens
- Windbreaks
- Plant Stands
- Awnings
- Murals

All applicants will be required to comply with planning codes, legislative requirements, and other compliance requirements. This grant is available to commercial properties within the Fountain Inn Main Street Program Area.

The City of Fountain Inn requires a detailed line item budget be submitted and approved before any purchases are made.

### TO BE ELIGIBLE FOR CONSIDERATION, PLEASE ATTACH THE FOLLOWING:

- Proof of building ownership, such as a copy of the recorded deed with owner name matching applicant name (if leasing property, written approval from building owner is required).
- Proof of current property and casualty insurance.
- Two (2) to four (4) photographs of current outdoor conditions including close up and panoramic shots (electronic photos are preferred and can be emailed to [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org)).
- Conceptual design plans and an outline of proposed improvements, including a materials list.
- Two (2) written cost estimates/bids from licensed construction professionals.
- Detailed line item budget.
- Accurate color samples (required for painting approvals).
- Pictures that indicate quality of finishes.
- Signage renderings that graphically indicate sign lettering style, size and sign dimensions.
- License numbers for any contractors and subcontractors involved in project.

## PROGRAM APPLICATION:

### PART 1 - APPLICANT INFORMATION

|                                                    |                              |            |
|----------------------------------------------------|------------------------------|------------|
| APPLICANT NAME:                                    |                              |            |
| BUSINESS NAME:                                     |                              |            |
| ADDRESS:                                           | CITY:                        | STATE/ZIP: |
| PHONE:                                             | EMAIL:                       |            |
| # OF EMPLOYEES:                                    | ANTICIPATED # NEW EMPLOYEES: |            |
| PROPERTY OWNER NAME:                               | PROPERTY OWNER CONTACT:      |            |
| PROJECT CONTACT NAME (IF DIFFERENT FROM APPLICANT) |                              |            |
| PROJECT CONTACT PHONE NUMBER:                      | PROJECT CONTACT EMAIL:       |            |
| BUSINESS WEBSITE (IF APPLICABLE):                  |                              |            |

### PART 2 - BUILDING INFORMATION

|                                                                                                                                |                   |  |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------|--|
| BUSINESS ADDRESS:                                                                                                              |                   |  |
| BLOCK:                                                                                                                         | LOT:              |  |
| CURRENT BUILDING USE:                                                                                                          |                   |  |
| PROPOSED USE AFTER IMPROVEMENTS:                                                                                               |                   |  |
| TOTAL BUILDING SQUARE FOOTAGE:                                                                                                 | NUMBER OF FLOORS: |  |
| NUMBER BUSINESSES IN BUILDING:                                                                                                 |                   |  |
| ARE THERE ANY ACTIVE CODE VIOLATIONS? YES <input type="checkbox"/> NO <input type="checkbox"/> UNSURE <input type="checkbox"/> |                   |  |
| ARE THE PROPERTY TAXES CURRENT? YES <input type="checkbox"/> NO <input type="checkbox"/> UNSURE <input type="checkbox"/>       |                   |  |

## PART 3 - PROJECT OVERVIEW

|                                                                                          |                                     |
|------------------------------------------------------------------------------------------|-------------------------------------|
| PROVIDE A LINE ITEM DESCRIPTION OF PROPOSED IMPROVEMENTS:                                |                                     |
|                                                                                          |                                     |
| WHEN WILL THE PROJECT BEGIN?                                                             | WHEN WILL THE PROJECT BE COMPLETED? |
| HAS ANY PORTION OF THE DESCRIBED WORK ALREADY BEEN COMPLETED ?                           |                                     |
| TOTAL PROJECT COST:                                                                      |                                     |
| AMOUNT OF GRANT FUNDING BEING REQUESTED:<br>(CANNOT EXCEED \$4,000 or 75% of total cost) |                                     |

## PART 4 - PROPOSED FINANCING

| TYPE OF FINANCING      | AMOUNT |
|------------------------|--------|
| CASH INVESTMENT        |        |
| BANK LOAN              |        |
| <b>TOTAL</b>           |        |
| <b>PROGRAM REQUEST</b> |        |

**Note:** Total should equal total project cost. Request should equal **75%** of project cost, up to **\$4,000**. This grant program may be used in conjunction with other programs including [GCRA's Facade Improvement Grant Program](#).

# CITY OF FOUNTAIN INN OUTDOOR SEATING & ACCESSORIES GRANT

For questions contact Kate Kizito at [kate.kizito@fountaininn.org](mailto:kate.kizito@fountaininn.org) or (864) 399-2781.

## PART 5 - ATTACHMENTS

| THE FOLLOWING ITEMS MUST BE ATTACHED TO APPLICATION.<br>THE APPLICATION WILL NOT BE PROCESSED UNTIL ALL ITEMS ARE PROVIDED.                                                                                    | CHECK IF ATTACHED        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Two (2) to four (4) photographs of current outdoor conditions including close up and panoramic shots (photos can be emailed to <a href="mailto:kate.kizito@fountaininn.org">kate.kizito@fountaininn.org</a> ). | <input type="checkbox"/> |
| Documentation outlining proposed improvements, budget, material lists, renderings and color samples. A detailed budget is imperative.                                                                          | <input type="checkbox"/> |
| Documentation confirming ownership, or permission from the owner, to alter building (Current property tax statement, lease or letter from owner giving tenant authority to alter).                             | <input type="checkbox"/> |
| Certificate of current property and casualty insurance.                                                                                                                                                        | <input type="checkbox"/> |
| Proof that contractor and subcontractors can work in the City of Fountain Inn (i.e a license or tax ID number).                                                                                                | <input type="checkbox"/> |



## CERTIFICATION & ACKNOWLEDGEMENT

### BY SIGNING AND SUBMITTING THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING:

- That acceptance of this application does not commit COFI to enter into a grant agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiations, or to contract for the project.
- That acceptance of this application does not constitute an agreement by COFI that any contract will be entered into by COFI.
- That COFI expressly reserves the right to reject any and all applications, portions thereof, or to request more information from the applicant.

### IF GRANT IS AWARDED, THE APPLICANT AGREES:

- To comply with all applicable local, state and federal laws.
- To keep records as may be required by COFI in relation to the Grant Program.
- To comply with all applicable local, state and federal statutes governing fair leasing practices and equal employment opportunities.
- That no employee of COFI or the City of Fountain Inn has any financial interest, direct or indirect, in the proceeds of this grant

### IN ADDITION, THE APPLICANT CERTIFIES UNDERSTANDING OF THE FOLLOWING:

- The OUTDOOR SEATING & ACCESSORIES GRANT is a matching grant initiative. Grants are awarded at the discretion of the City of Fountain Inn's Main Street program and may not exceed \$4,000 or 75% of eligible and approved improvement costs.
- After submitting their application, applicants may wait as long as 1 month to receive authorization from Main Street Fountain Inn; however, authorization is often given is as little as 1 to 2 weeks.
- Applicants may only begin work on the property after receiving approval by Main Street Fountain Inn. Any work begun before receiving approval may be ineligible for reimbursement.
- Grant dollars are disbursed at the time of project completion REIMBURSING the owner/business for 75% of eligible and approved costs AND only with all required project documentation on file with COFI.
- A building owner can only participate in the OUTDOOR SEATING & ACCESSORIES GRANT with a maximum of three projects.
- Properties found to be in arrears on real property taxes or special assessments will NOT be eligible.
- All projects awarded are subject to program funding at the time of project completion. COFI will make a good faith effort to notify the Applicant should funding become unavailable.

---

SIGNATURE

---

PRINTED NAME

---

COMPANY NAME

---

DATE

# Main Street Improvement GRANT PROGRAM

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## Who We Are

The mission of Main Street Fountain Inn, a department of the City of Fountain Inn, is to preserve, manage, promote, and enhance the development of Fountain Inn's historic downtown.

**Outdoor Expansion and Beautification Grant:** The grant provides up to 50% of project costs up to \$20,000 in fund reimbursement to commercial properties within the Fountain Inn Main Street Program Area with infrastructure expenses to expand or beautify outdoor space intended for public use.

**Façade Improvement Grant:** This grant provides up to 50% of project costs up to \$10,000 in fund reimbursement to commercial properties within the Fountain Inn Main Street Program Area to restore or improve to build Facades.

**Outdoor Seating and Accessories Grant:** This grant provides up to 75% of project costs up to \$4,000 in fund reimbursement to commercial properties within the Fountain Inn Main Street Program Area to create vibrant outdoor areas.

This grant **may be used in conjunction** with other grant programs.





## February 10, 2022, Regular Council Meeting Agenda Item Summary

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**Presented By:**

Shawn Bell, City Administrator

**Staff Recommendation**

Naomi Reed, Assistant City Administrator/CFO

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**Agenda Item Wording**

Approve Resolution 2022-03 to authorize the City Administrator to execute agreements to fund eligible expenses not to exceed \$250,000 as reflected in Exhibit A.

---

**Background Information**

The City of Fountain Inn has been awarded a total of \$5,197,989.

The United States Department of Treasury has published an updated Interim Final Rule on the use of the SLFRF funds, and comments to this ruling were closed on July 16, 2021. The Interim Final Rule defines eligible categories for the use of ARPA funds to include:

- **Support public health expenditures**
- **Address negative economic impacts caused by the public health emergency**
- **Replace lost public sector revenue**
- **Provide premium pay for essential workers**
- **invest in water, sewer, and broadband infrastructure**

City staff has gathered a list of recommendations regarding the use of ARPA funds from all departments. A workshop was held on October 28, 2021, summarizing U.S. Department of Treasury Guidance and to discuss time sensitive eligible projects to be funded with ARPA proceeds.

On December 9, 2021, City Council approved the funding of various eligible projects not to exceed \$1,710,000 for ARPA Funding Request Package #1.

On January 13, 2022, City Council approved the funding of various eligible projects not to exceed \$427,583.12 for ARPA Funding Request Package #2.

The appropriation is recommended to be reflected in an ordinance to amend FY 2021-2022 Budget Ordinance 2021-5. Future appropriations will require approval by City Council and will be reflected in the appropriate budget amendment.

---

**Previous Relevant Action**

Resolution 2021-9 - Resolution to designate a point of contact as it relates to ARPA Funds

Resolution 2021-10 - Resolution to accept and receive funding under American Rescue Plan Act (ARPA) and hereby accepts the allocation of \$5,197,989 of Fiscal Recovery Funds from the United States Department of Treasury; and authorize the City Administrator to proceed with projects not to exceed \$1,720,915.

Resolution 2022-01 - Resolution to authorize the City Administrator to proceed with projects not to exceed \$427,583.12.

---

**Staff Recommendation**

Staff recommends Council approve Resolution Number 2022-03; to authorize the City Administrator to execute agreements to fund various eligible projects as deemed necessary by the City Administrator not to exceed \$250,000.

---

**Attachments**

Exhibit A - [ARPA Funding Request Packet for Proposed Projects Not to Exceed \\$250,000](#)

[Resolution 2022-03](#)



**AMERICAN RESCUE PLAN ACT REVENUE - FISCAL YEAR 2022**

**WHEREAS**, on March 11, 2021, the President of the United States signed into law House Bill 1315, the American Rescue Plan Act of 2021, (ARPA), to provide continued relief from the impact of the Covid-19 pandemic; and

**WHEREAS**, on May 10, 2021, the United States Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds (the “Fiscal Recovery Funds” or CSLFRF), established by ARPA, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to recover from the COVID-19 pandemic; and

**WHEREAS**, the City of Fountain Inn has been negatively impacted by the COVID-19 pandemic; and

**WHEREAS**, the City of Fountain Inn has been awarded a total of \$5,197,989 in funding; such funding is to be received in two tranches, one half within 30-45 days and the remaining funding approximately 12 months later, and

**WHEREAS**, the City of Fountain Inn has applied for the initial funding as of September 24, 2021; and

**WHEREAS**, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds; and

**WHEREAS**, the City of Fountain Inn, in response to the pandemic, has had expenditures and anticipates future expenditures consistent with the United States Department of Treasury’s ARPA guidance; and

**WHEREAS**, ARPA permits the City to use the Fiscal Recovery Funds to cover eligible costs incurred during the period beginning March 3, 2021, and ending December 31, 2024; and

**WHEREAS**, the City of Fountain Inn must agree to specific Terms and Conditions set forth by the United States Department of Treasury as part of accepting the funds and ensure compliance of the same for subrecipient grantees as outlined in the most recent guidance published by the Department of Treasury

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fountain Inn.

That the City of Fountain Inn is authorized to accept and receive funding under American Rescue Plan Act (ARPA) and hereby accepts the allocation of \$5,197,989 of Fiscal Recovery Funds from the United States Department of Treasury; and authorize the City Administrator to proceed with projects not to exceed \$250,000 to fund project authorized in Funding Packet #3.



**BE IT FURTHER RESOLVED**, by the City Council of the City of Fountain Inn, South Carolina:

That City Council will adopt an amendment to FY 2021-2022 Budget Ordinance 2021-5 for the revenue and expenditures of the ARPA funds and related projects.

That the City Administrator shall administer the fund in strict adherence to the City of Fountain Inn's Financial Policies and the City of Fountain Inn's Procurement Ordinance.

That expenditures can only be used to cover costs of the City of Fountain Inn incurred by December 31, 2024, and for eligible uses as defined by the American Rescue Plan Act of 2021. Expenditures in this fund will comply with the other related aspects of the American Rescue Plan Act of 2021 and will adhere to additional and amended guidelines as set forth by the federal government in the allocation or distribution of said funds. Appropriations for the fund are deemed to be on a continuing basis and will continue in effect until the purposes have been achieved, said funds are expended, or December 31, 2026 (or consistent with additional guidelines as set forth by the federal government). Until the appropriations are approved by City Council, the funds will remain in the fund balance of the American Rescue Plan Fund.

This resolution shall take effect upon its adoption by City Council.

**DONE in Regular Meeting duly assembled this 10<sup>th</sup> day of February 2022.**

SIGNATURE OF MAYOR:

\_\_\_\_\_  
George Patrick McLeer

ATTEST:

\_\_\_\_\_  
Sandra H. Woods  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David W. Holmes  
City Attorney

## Proposed ARPA Funding Request Packet #3

Total Funding   \$ 5,197,988.79  
 First Tranche   \$ 2,598,994.40  
 Total Funding Request #1 & #2   \$ 2,137,583.12  
 Balance Remaining to be Allocated   \$ **461,411.28**

| Sub-Item                                     | Amount       | Total                      |
|----------------------------------------------|--------------|----------------------------|
| Main Street Facade Grant Program             | \$100,000.00 |                            |
|                                              |              | \$100,000.00               |
| Comprehensive Plan Update and Zoning Updates | \$100,000.00 |                            |
|                                              |              | \$100,000.00               |
| Community Works Partnership Grants           | \$50,000.00  |                            |
|                                              |              | \$50,000.00                |
| <b>TRANCHE 3 GRAND TOTAL</b>                 |              | <b>\$250,000.00</b>        |
| <i>Tranche 2: Balance / Carry Forward</i>    |              | <i>\$461,411.28</i>        |
| <i>Balance / Carry Forward</i>               |              | <i><b>\$211,411.28</b></i> |

**REQUEST FOR COUNCIL ACTION**

City of Fountain Inn, South Carolina

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

February 3, 2022

Regular City Council Meeting

☐ Ordinance/First Reading   ☐ Ordinance/Second Reading   ☒ Resolution/First & Final Reading**Agenda Date Requested: February 10th, 2022****Ordinance/Resolution Caption:**

- Approve BP Energy's "Natural Gas Supply and Asset Management Services" for a 3-year term.

**Summary Background:**

- For the past multiple years, FING has used an outside natural gas asset manager to manage all aspects of our natural gas capacities, contracts, and storage. (See PowerPoint presentation for further details)

**Impact If Denied:**

- FING's current AMA expires March 31, 2022. Not having a new AMA in place will jeopardize the seamless day-to-day management of our natural gas capacities and deliveries.

**Impact If Approved:**

- Selecting BP for another 3 years will ensure a stable management and price structure that our customers have come to depend on throughout the years.

**Financial Impact:**

BP Energy was the lowest cost provider compared against 3 other reputable national providers of gas management services.

The approximate annual expense (which includes the cost of gas) is \$3,280,332. More details can be found in the attached PowerPoint.

# **NATURAL GAS SUPPLY AND ASSET MANAGEMENT SERVICES RECOMMENDATION – RFP #2021-009**



*est 1886*

## Parameters

- With BP
- Expires end of March 2022

## Benefits

- Point operator, schedules supply to the city gate interconnection with Williams (Transco) and coordinates deliveries from other suppliers for Transportation customers
- Manages capacity contract with Williams
- Manages storage inventory with Williams
- Manages daily/monthly imbalance
- Manages prepay gas contract with PEAK (Public Energy Authority of Kentucky)
- Provides additional capacity and supply above our contracted volumes when needed

## Risks

- Single source of supply at current
- Has transitioned books of business and personnel
- Has been several years since last RFP



# Risks to Evaluate – Market Price Differences

## Price Points:

- New York Mercantile Exchange Last Day Settlement (NYMEX LDS)
- Transco Zone 3
- Transco Zone 4
- Transco Zone 5 del. South

## Price Adders:

- Pipeline Capacity Use
- Pipeline Fuel
- Supplier Premium/Adder

## Price Methods:

- *Inside Federal Energy Regulatory Commission First of Month Index (iFERC FOMI)*
- *Gas Daily Average (GDA)*
- *Gas Daily Daily (GDD)*

## Price Structures:

- Baseload (inside/outside Capacity)
- Swing (inside/outside Capacity)
- Intra-day
- OFO
- Imbalance (daily/monthly)



## Options to Compare:

- Price for each structure
- Excess capacity revenue share opportunities
- Monthly or Per Unit management fees
- Hedge capabilities
- PEAK Prepay Management
- Additional Winter Capacity
- Invoice choices
- Value add benefits
- Term
- Contract language

## Bidders to Evaluate:

- BP
- Gas South
- Symmetry Energy Solutions
- UGI Energy Services

\*Twenty additional suppliers were solicited



# Bid Detail Comparison

|                 | BP                                   | Gas South                                       | Symmetry                                                     | UGI                                 |
|-----------------|--------------------------------------|-------------------------------------------------|--------------------------------------------------------------|-------------------------------------|
| BL in/Cap       | FOMI TZ3 + [Z3-Z5] Use/Fuel + \$0.05 | FOMI TZ4 + [Z4-Z5] Use/Fuel + \$0.035           | FOMI TZ4 + [Z4-Z5] Use/Fuel + \$0.04                         | FOMI Z3 + [Z3-Z5] Use/Fuel + \$0.01 |
| BL out/Cap      | FOMI TZ5S Market Price               | FOMI TZ5S + \$0.035 (use/fuel already included) | FOMI TZ5S + [Z5-Z5] Use/Fuel + \$0.45 Winter / \$0.05 Summer | FOMI Z5 + \$0.03                    |
| SL in/Cap       | GDD TZ3 + [Z3-Z5] Use/Fuel + \$0.05  | GDD TZ4 + [Z4-Z5] Use/Fuel + \$0.055            | GDD TZ4 + [Z4-Z5] Use/Fuel + \$0.04                          | GDD Z3 + [Z3-Z5] Use/Fuel + \$0.01  |
| SL out/Cap      | GDD TZ5S Market Price                | GDD TZ5S Market Price                           | GDD TZ5 + [Z5-Z5] Use/Fuel + 10% Winter / \$0.10 Summer      | GDD Z5 + \$0.03                     |
| ID/OFO          | GDD TZ5S Market Price                | GDD TZ5S Market Price                           | GDD TZ5S Market Price                                        | GDD TZ5S Market Price               |
| Unused Capacity | \$1,527 Mth                          | 80% of Daily Value                              | 100% of market value (upon request)                          | 90% of market value (upon request)  |
| Vol. Fees       | \$0.02 Dth                           | \$0.00 Dth                                      | \$0.035 Dth                                                  | \$0.00 Dth                          |
| Mth. Fees       | \$0.00 Mth                           | \$0.00 Mth                                      | \$2,500 Mth                                                  | \$5,000 Mth                         |

## AMA Price Quote Comparison

*All values represent an annual impact.*

| 12 Month Term       | Volume (Dth) | Cost        | Delta to Incum. | Variance |
|---------------------|--------------|-------------|-----------------|----------|
| BP                  | 949,122      | \$3,280,332 |                 |          |
| Gas South           | 949,122      | \$3,280,378 | \$46            | 0.00%    |
| Symmetry Energy     | 949,122      | \$3,337,465 | \$57,133        | 1.74%    |
| UGI Energy Services | 949,122      | \$3,339,689 | \$59,357        | 1.81%    |

Note: Usage and price history is based on Jan20-Dec21 actuals.

Symmetry offered only a two (2) year term with an option to renew. Will audit Transco and PEAK invoices.

BP will continue to administer PEAK prepay gas regardless of FING's chosen Asset Manager. FING may have more than one supplier working with the Asset Manager.

Fees listed to the left will be adjusted with monthly fees/credits as applicable for the supplier chosen.

## AMA:

- Remain with BP
- 3-year term with option to renew

## Changes:

- Are now able to hedge within the PEAK Prepay contract, directly through BP

## Benefits:

- Continuity of supply and ease of contracting, invoicing, scheduling
- Guaranteed benefit for unused capacity without risk of nominating specific volumes

## Next Steps:

- Sign Transaction Confirmation
- Put into place additional capacity for next 3 winters, capturing current low market prices for basis



This Asset Management Agreement Addendum (the “AMA Addendum”) is made in conjunction with the AMA Transaction Confirmation dated February 10, 2022 (“AMA Transaction Confirmation”) by and between BP Energy Company (“BP”), a Delaware company, and City of Fountain Inn, South Carolina, a South Carolina Municipal Corporation (“Counterparty”).

WHEREAS, the parties hereto desire to provide for BP’s provision of asset management services to the Counterparty, which will require the Counterparty’s release of FERC regulated transportation capacity;

WHEREAS, the AMA Addendum and the AMA Transaction, together with the applicable provisions, if any, of the Pipeline’s FERC-approved tariff, as may be amended from time to time, contains all of the terms and conditions governing the Counterparty’s release to BP of the Released Capacity.

NOW, THEREFORE, in consideration of the mutual premises and agreements set forth hereinafter, the sufficiency of such consideration being acknowledged by the parties hereto, the parties hereto hereby agree as follows:

## ARTICLE I. DEFINITIONS AND INTERPRETATION

**1.1 Definitions.** Capitalized terms used but not defined in this AMA Addendum shall have the meaning given to that term in the AMA Transaction Confirmation or the Base Contract, as the case may be.

“Agency Receipt Point(s)” shall mean the primary receipt point(s) designated in the Excluded Transportation Agreement(s) where the Counterparty receives Gas for transportation/storage.

“Commodity Charges” shall mean all commodity charges, ACA surcharges, GRI surcharges and other tariff charges that would be assessed by a Pipeline, or an Excluded Pipeline as the case may be, pursuant to the approved tariff or governing documents of such pipeline as a result of the transportation or storage of Gas, and in the case of storage, shall include any and all withdrawal and injection charges.

“Demand Charge(s)” shall mean any and all demand/reservation charges that would be assessed by a Pipeline or an Excluded Pipeline as the case may be, pursuant to the approved tariff of such pipeline.

“Excluded Asset” shall mean the GSS Storage Asset as set forth in Section 6.1.

“Excluded Capacity” means the capacity made the subject of the Excluded Asset as contracted for by the Counterparty pursuant to the applicable Excluded Transportation Agreement(s).

“Excluded Pipeline” means any one, as applicable, of the pipelines (or storage facilities) identified in the applicable Excluded Transportation Agreement(s).

“Excluded Transportation Agreement” means the contract for transportation (or storage) services entered into by and between the Counterparty and the applicable Excluded Pipeline identified in Section 6.1.

“Fuel” means the quantity of Gas that would be consumed by a Pipeline, or an Excluded Pipeline as the case may be, in transporting or storing Gas and includes any provision by such pipeline for lost and unaccounted for Gas, as determined in accordance with the approved tariff or governing documents of such Pipeline.

“Gas Supply Contract(s)” means (i) the contract(s) for the sale of Gas entered into by and between a third party and Counterparty for the delivery of Gas to the receipt Point(s); (ii) future Gas supply agreements entered into between the Counterparty and other third parties for the delivery of Gas to the Receipt Point(s); or (iii) a replacement contract(s) entered into by and between Counterparty and a third party that replaces any or all of the contracts specified in Exhibit A for the same aggregate quantity of Gas set forth in the original Gas Supply Contract(s).

“Pipeline(s)” means any pipeline(s) (or storage facilities) on which BP has acquired Released Capacity from the Counterparty under the terms of this AMA Addendum.

“Receipt Point(s)” means the primary receipt point(s) designated in the Transportation Agreement(s) where BP receives Gas for transport on the Released Capacity, and/or as applicable, the receipt point(s) designated in the Storage Agreement(s) where BP receives Gas for injection into storage.

“Receipt Point MDQ” means those Receipt Point MDQs set forth in Clause 3.2(A) of this AMA Addendum.

“Released Capacity” means the transportation and storage capacity on the applicable Pipelines that will be released by the Counterparty to BP under the terms of this AMA Addendum, as such capacity is identified pursuant to that chart set forth below in Section 3.1.

“Storage Agreement(s)” means those agreement(s) for storage services as set forth in Section 3.2(B) herein below.

“Transportation Agreement(s)” means those agreements for transportation services as listed on the chart set forth in Section 3.2(A) below with respect to the Released Capacity.

## ARTICLE II. TERM & CONDITIONS PRECEDENT

- 2.1** The AMA Addendum shall be effective coterminous with the AMA Transaction Confirmation and shall automatically terminate upon the effective date of termination of the AMA Transaction Confirmation.
- 2.2 Conditions Precedent.** The obligations of the parties hereto under the AMA Transaction Confirmation and this AMA Addendum are subject to the Counterparty having obtained the Released Capacity. If such condition precedent is not satisfied in time, having regard to the start of the Delivery Period, this AMA Addendum and the AMA Transaction shall be void and of no force and effect.
- 2.3 Sole Supplier.** The parties hereto agree that Seller shall be the sole supplier of Gas to the Buyer for the full extent of the Buyer’s Gas requirements. The parties hereby acknowledge that third party Gas suppliers ship Gas for delivery to the Fountain Inn city gate to supply other third parties (i.e. not for the fulfillment of Buyer’s Gas requirements).

## ARTICLE III. CAPACITY RELEASE

- 3.1 Capacity Release.** Counterparty will release the pipeline and storage capacity (together “Released Capacity”), as follows. Counterparty acknowledges that the Released Capacity will be adequate to transport the MDQ set forth in the Transaction Confirmation on each Day. Counterparty will retain the benefits of any retroactive rate adjustments by the Pipeline(s) affecting the Released Capacity. The parties hereto shall execute any further documents required to effect the release of transportation service in accordance with this AMA Addendum.
- 3.2 Release Terms.** The Counterparty shall release the pipeline capacity and storage capacity to BP, as follows:

### A) PIPELINE CAPACITY:

**Pipeline:** Transcontinental Gas Pipeline Corporation

| Receipt Point | Releasing Shipper Contract No. | Rate Schedule   | Receipt Point MDQs: |                     |                   |                    |
|---------------|--------------------------------|-----------------|---------------------|---------------------|-------------------|--------------------|
|               |                                |                 | Winter Period MDQ   | Shoulder Period MDQ | Summer MDQ Period | October Period MDQ |
| Station 30    | 1003926                        | FT              | 266                 | 266                 | 198               | 266                |
| Station 45    | 1003926                        | FT              | 390                 | 390                 | 291               | 390                |
| Station 50    | 1003926                        | FT              | 297                 | 297                 | 222               | 297                |
| Station 62    | 1003926                        | FT              | 610                 | 610                 | 455               | 610                |
| Station 85    | 1009768                        | FT-94 SE Exp    | 479                 | 479                 | 479               | 479                |
| Station 85    | 1012023                        | FT-95/96 SE Exp | 581                 | 581                 | 581               | 581                |
| Station 85    | 1020767                        | FT-Sunbelt      | 2,035               | 2,035               | 2,035             | 2,035              |
| Heidelberg    | 1004179                        | FT-SEP          | 518                 | 466                 | 0                 | 0                  |
| <b>Total</b>  |                                |                 | <b>5,176*</b>       | <b>5,124*</b>       | <b>4,261*</b>     | <b>4,658*</b>      |

\*The MDQs reflected are for the Delivery Point(s)

### Conditions of Recall:

Upon the termination of the AMA Transaction, or upon the mutual written agreement of the parties hereto.

### Term of Release:

April 1, 2022 – March 31, 2025

### Demand Charges (including applicable surcharges)

Zero rate release

### Primary Delivery Point:

Fountain Inn city gate

### Secondary Receipt and Delivery Points:

N/A

With respect to Contract Nos. 1003926, 1009768, 1012023, 1020767, 1004179, the Counterparty shall ensure that the term of the Transportation Agreement shall be extended for the Term. To the extent that it is not extended, it shall constitute an Event of Default hereunder if it is not cured, if possible, within the time period set forth therein.

## B) STORAGE CAPACITY

|                                                         |                                           |
|---------------------------------------------------------|-------------------------------------------|
| <b>Storage Provider</b>                                 | Transcontinental Gas Pipeline Corporation |
| <b>Releasing Shipper Contract No.</b>                   | 1006619                                   |
| <b>Releasing Shipper Rate Schedule</b>                  | ESS                                       |
| <b>Maximum Storage Capacity</b>                         | 6,752 MMBtu                               |
| <b>Maximum Withdrawal Quantity</b>                      | 804 MMBtu/Day                             |
| <b>Maximum Injection Quantity</b>                       | 67 MMBtu/Day                              |
| <b>Term of Release:</b>                                 | April 1, 2022 – March 31, 2025            |
| <b>Demand Charges (including applicable surcharges)</b> | Zero rate release                         |
| <b>Primary Delivery Point:</b>                          | Eminence Storage Transfer                 |
| <b>Secondary Delivery Points:</b>                       | N/A                                       |

The parties hereto agree that the Counterparty shall remain liable to the Pipeline for any and all Demand Charges related to the Released Capacity.

- 3.3 Contract with the Pipeline(s).** BP shall execute a transportation agreement(s) for the Released Capacity with the Pipeline(s) to satisfy the Pipeline(s) requirements, in addition to taking any and all other actions required by the Pipeline(s) as a condition to taking the Released Capacity. If BP is unable to execute the transportation agreement(s) with the Pipeline(s), the AMA Transaction and this AMA Addendum shall terminate with no further performance obligation or damages being owed by either Party.
- 3.4 Receipt and Delivery Points.** The Pipeline(s)'s tariff may permit BP to change primary receipt and delivery points under the Transportation Agreements. Notwithstanding any tariff provisions permitting such a change, BP shall not change primary receipt or delivery points under the Transportation Agreements without the prior written consent of the Counterparty.
- 3.5 Storage Inventory.** Because BP owned the capacity and the storage gas up through March 31, 2022 and is simply extending the term of the previous Asset Management Agreement with the Counterparty, BP shall retain ownership to the Gas that is in storage as of April 1, 2022. To the extent that any storage Gas is left at the end of the Term, the Counterparty will pay BP an amount per MMBtu equivalent to the simple average of the NYMEX price established for the Months of April-September 2025 on the date of the last Day of the Term of this AMA Addendum, as adjusted for the applicable Transco Zone 3 basis on such date (as substantiated by quote obtained by BP).

## ARTICLE IV. OBLIGATIONS

- 4.1 Supply of Information.** The Counterparty shall timely provide information to BP to facilitate BP's nomination and scheduling of Gas made the subject of the AMA Transaction for delivery at the Delivery Point(s). The Counterparty shall also provide any relevant information in respect of this AMA Addendum and the AMA Transaction to BP in a timely manner to ensure that Imbalance Charges will not occur, including any operational changes or circumstances, if applicable, that may impact the Counterparty's Gas requirements. If the Counterparty fails to provide such information to BP, the Counterparty shall be responsible for any and all Imbalance Charges that are incurred by BP as a result of the Counterparty's failure to timely provide such information to BP, in addition to any other damages owed under the Contract.
- 4.2 Timely Instructions.** The timeliness of the information provided by the Counterparty for purposes of Section 4.1 shall be determined by ascertaining whether BP was given a commercially reasonable amount of time from BP's receipt of the relevant information prior to the nominating and scheduling deadlines established by the applicable Pipeline, unless express deadlines are otherwise set forth in the Base Contract or this AMA Addendum.
- 4.3 Delivery Point Obligations.** On the Counterparty's behalf, BP shall nominate and schedule the Gas received from BP at the Delivery Point(s) under the AMA Transaction, and the Counterparty shall undertake any and all commercially reasonable actions required by the applicable Transporter(s) to allow BP to engage in such limited agency obligations.

## ARTICLE V. PREPAID GAS

- 5.1** The parties hereto acknowledge and agree that a portion of the Gas to be transported under the Released Capacity has been or will be purchased by Counterparty from third party Gas suppliers under the terms of Gas Supply Contract(s). Exhibit A sets forth the Gas suppliers and the maximum daily quantities. As permitted by FERC Order 712, during the Term BP has agreed to purchase such Gas from Counterparty at the Receipt Point(s) for the Released Capacity, as applicable, under the terms and conditions of the Base Contract, with such Gas being re-sold after its transportation/storage on the Released Capacity to the Delivery Point under the AMA Transaction back to Counterparty in accordance with the terms and conditions of the Contract, subject to the following additional terms and conditions:



(a) **Specific Terms of Purchase and Sale.**

**Counterparty Sale to BP:** In addition to the terms and conditions set forth in the Base Contract, the following terms and conditions shall govern Counterparty's sale of Gas to BP with respect to Gas supplied to BP by Counterparty as a result of the Gas Supply Contract(s):

**Delivery Period.** Same as the AMA Transaction.

**Performance Obligation and Contract Quantity:**

Counterparty shall sell to BP at the Delivery Point specified below, the quantity of Gas set forth in the Gas Supply Contract(s) on a Firm basis on each Day during the delivery Month, with BP being obligated to purchase such Gas.

**Contract Price per MMBtu:**

The Contract Price shall be equivalent to the applicable (i) the index price published by S&P Global, or its successor-in-interest in Platt's Inside FERC's Gas Market Report, with respect to the applicable Month of flow, under the table "Monthly Bidweek Spot Gas Prices, (\$/MMBtu)", under the column "Index", under the table "Louisiana/Southeast", under the heading "Transco, zone 4." (collectively the foregoing being TRN Z4 IF); less (ii) fuel per the approved FERC tariff for the Transcontinental pipeline (the "Transco Tariff") from Zone 3 to Zone 5; less (iii) the Commodity Charge per the Transco Tariff from Zone 3 to Zone 5; and less (iv) applicable surcharges per the Transco Tariff.

**Delivery Point(s):** The Receipt Point(s) under the respective Transportation Agreement(s) as applicable, which are the same as the delivery points under the respective Gas Supply Contract(s).

(b) **Taxes.** Notwithstanding any terms of the Contract to the contrary, Counterparty shall be solely responsible for all Taxes that are imposed on the purchase and delivery of Gas (i) as a result of BP's purchase of Gas from Counterparty at the Receipt Point(s) due to Counterparty's purchase of Gas under the Gas Supply Contract(s), or (ii) the re-sale of such Gas back to Counterparty by BP at the Delivery Point under the AMA Transaction.

(c) **Future Pre-Pay.** If future pre-pay Gas supply agreements are entered into between the Counterparty and other third parties for the delivery of Gas to the Receipt Point(s) as provided for in subsection (ii) of the definition of Gas Supply Contract(s), Counterparty will provide BP with notice of such pre-pay Gas supply agreement and BP and Counterparty shall meet to discuss amendments to this AMA Addendum to account for such additional pre-pay Gas supply arrangements. Counterparty acknowledges and agrees that, any future pre-pay Gas supply arrangements will decrease the amount of the Released Capacity Consideration to account for the lost optimization value to BP. In the event BP and Counterparty are not able to agree on amendments to this AMA Addendum, BP shall have the right to terminate this AMA Addendum and the AMA Transaction and no termination payment of any kind shall be due to or from either Counterparty or BP.

**ARTICLE VI.  
AGENCY**

6.1 If the Counterparty requires Gas supply in an amount exceeding the MDQ, the Counterparty will utilize its GSS storage asset located on Transco, as more particularly described below (the "Excluded Asset"), which is not being released to BP under the terms of the AMA Addendum:

|                              |                                           |
|------------------------------|-------------------------------------------|
| Storage Provider:            | Transcontinental Gas Pipeline Corporation |
| Fountain Inn Contract No.    | 1000800                                   |
| Rate Schedule:               | GSS                                       |
| Maximum Storage Quantity:    | 3,309 MMBtu                               |
| Maximum Withdrawal Quantity: | 62 MMBtu/Day                              |
| Primary Delivery Point:      | Fountain Inn City gate                    |
| Secondary Delivery Point:    | n/a                                       |

Provided that the Counterparty gives BP notice prior to 8 a.m. EPT (Eastern Prevailing Time) on the Day before the desired Gas flow Day, BP will nominate and schedule, as agent for the Counterparty, Gas from the Excluded Asset for delivery at the Excluded Asset Delivery Point (defined below) on the applicable Day where the Counterparty's "high burn" rate causes the Counterparty to require Gas in excess of the MDQ. The maximum daily withdrawal quantity of the Excluded Asset is 62 MMBtus/Day. Further, during the storage injection season, the Counterparty may designate a portion of its MDQ Gas supply under Clause 2(a) hereunder to be injected into the Excluded Asset, and BP, as agent for the Counterparty, will schedule the requested Gas for delivery to the Excluded Asset.

6.2 **Excluded Asset Delivery Point.** For the limited purpose of Seller fulfilling its agency obligations under the Addendum by injecting Gas into the Excluded Asset, the Delivery Point(s) shall include the GSS Transfer delivery meter #1002688 (i.e., the inlet point for the GSS Storage). To the extent that deliveries of Gas are made to the Excluded Asset Delivery Point, a

corresponding reduction in the quantity of Gas that would otherwise be delivered at the Fountain Inn city gate Delivery Point on such Day shall also be made.

- 6.3 Limited Agency Obligations.** Provided that the Counterparty meets the notice deadline set forth in Clause 6.1 above, BP shall perform the following agency activities for the Counterparty with respect to the Excluded Asset: (i) prepare and submit daily and monthly nominations, as applicable, to facilitate (a) the Counterparty's receipt of the Gas sold by BP pursuant to this AMA Transaction Confirmation at the applicable Agency Receipt Point to facilitate the transport of the Counterparty's Gas using the Excluded Capacity; (b) the delivery of Gas from the Agency Receipt Point to the Fountain Inn citygate; and (ii) manage any critical Day events or operational issues affecting the Excluded Pipeline or any other industry developments or circumstances of which BP has become aware that may have a material effect on the transportation of Gas on the Excluded Capacity. As the holder of the Excluded Capacity, the Counterparty shall remain solely responsible for any and all Demand Charges, Commodity Charges and Fuel related to the Excluded Asset. The parties hereto agree and acknowledge that BP will not perform any optimization activities with respect to the Excluded Asset. Other than the foregoing limited agency obligation related to the Excluded Asset, BP will not have any other agency obligations to the Counterparty whatsoever. In no event shall BP, in its capacity as agent or otherwise, take title to the Gas being transported under the Excluded Transportation Agreements.
- 6.4 Supply Obligations Limited to MDQ.** The parties hereto acknowledge and agree that the capacity used to transport Gas to the Agency Receipt Point(s) for the Excluded Asset is Released Capacity under the AMA Addendum. Accordingly, notwithstanding anything under the Contract to the contrary, BP's obligation to deliver Gas to the Counterparty is expressly subject to the terms and conditions set forth in this AMA Transaction and the AMA Addendum and to the extent that BP is not obligated to deliver such Gas to the Counterparty with respect to the Excluded Asset, BP will not have any liability to the Counterparty in respect thereof.
- 6.5 Assumption of Risk.** Notwithstanding anything in this Article VI (Agency) to the contrary, the Counterparty assumes all risk of: (i) the curtailment, interruption or the unavailability of the Excluded Asset, in whole or in part, whether or not due to an event of force majeure (whether declared by a Transporter/Excluded Pipeline or otherwise), an operational flow order, or otherwise; or (ii) the failure of the Gas to be injected into the Excluded Asset, withdrawn from the Excluded Asset or delivered to the Excluded Asset Delivery Point for any reason whatsoever not attributable to BP's failure to nominate and schedule Gas in accordance with its limited duties set forth herein.
- 6.6 Responsibility for Charges.** BP shall reimburse the Counterparty for any liabilities, costs, damage, Imbalance Charges, Demand Charges, and Commodity Charges actually incurred by the Counterparty solely as a result of BP's negligent or willful failure to perform its limited agency obligations set forth herein with respect to the Excluded Asset. Notwithstanding the foregoing, BP shall not be responsible for any of the foregoing if BP's failure to perform was caused, in whole or in part, by: (i) the failure of the Counterparty to perform its obligations hereunder; (ii) BP's adherence to instructions received from or on behalf of the Counterparty, or (iii) as a result of BP enforcing its rights or remedies due to a breach of the Contract by the Counterparty. The Counterparty shall be responsible for any and all liabilities, costs, damages, Imbalance Charges, Demand Charges and Commodity Charges related to the Excluded Asset which are not the express responsibility of BP hereunder.
- 6.7 No fiduciary obligation.** Notwithstanding the designation of BP as the limited agent of the Counterparty hereunder, BP is not acting in a fiduciary capacity and, accordingly, the parties hereto do not have a relationship that imposes a higher duty of trust or confidence on BP than the standard imposed with respect to two parties engaged in an arms length agreement, and accordingly the Counterparty expressly waives any and all claims that BP owes a fiduciary obligation to the Counterparty.
- 6.8 Limitation on Damages.** Neither Party, nor its directors, trustees, agents, officers, or employees, shall be liable to the other Party, its directors, trustees, agents, officers, or employees, for any punitive, consequential, incidental, indirect, exemplary or special damages arising out of a claim related to this Article VI (Agency), whether as a result of breach of contract, breach of warranty, tort liability (including both negligence and strict liability), strict liability or otherwise.

## ARTICLE VII. CONSIDERATION

- 7.1** In consideration for the release of the Released Capacity, BP shall pay the Counterparty the sum of **\$55,000** payable in 36 equal monthly installments.
- 7.2** In consideration for scheduling and related services provided by BP hereunder, the Counterparty shall, on a monthly basis, pay BP a scheduling fee of **\$0.02/MMBtu** delivered by BP at the Delivery Point.

## ARTICLE VIII. DEFAULT AND REMEDIES

- 8.1 Events of Default.** The following actions or inactions by a Party under this AMA Addendum shall constitute an Event of Default under the Contract:
- (a) breach of any material obligation under this AMA Addendum (save and except for any breach addressed hereinafter in

other subsections) if such breach is not cured by the Party in breach within five (5) Business Days after Notice of such breach from the Non-defaulting Party;

(b) Counterparty takes, or fails to take, any action required by the Pipeline(s) or under this AMA Addendum related to the Released Capacity which results in BP's inability, in whole or in part, to utilize the Released Capacity on any Day, such as but not limited to allowing the Transportation Agreement(s) or Storage Agreement(s) to be suspended or terminated in whole or in part, and such failure is not cured by the Counterparty within 1 Business Day after Notice is provided to the Counterparty by BP under the Base Contract;

(c) BP fails to take any action required under its transportation agreements and/or storage agreements related to the Released Capacity required by the Pipeline(s) which subsequently results in BP's inability to deliver Gas under the AMA Transaction to the Counterparty for a period of 15 consecutive Days, or 30 non-consecutive Days out of a period of 365 consecutive Days; or

(d) Counterparty allows any of the Excluded Transportation Agreements to be suspended for a period greater than 5 Days, or terminated.

- 8.2 Remedies.** If an Event of Default has occurred and is continuing, the Non-Defaulting Party may exercise any and all rights and remedies afforded to it under the Contract, in addition to all rights and remedies available under applicable law or in equity, including but not limited to the termination and liquidation of all transactions under the Contract. To the extent the Non-Defaulting Party elects to terminate and liquidate all transactions under the Contract on the Early Termination Date, necessarily including the AMA Transaction, this AMA Addendum shall also terminate and the Released Capacity shall be automatically recalled.

## ARTICLE IX. MISCELLANEOUS

- 9.1 Compliance with Governmental Requirements.** The parties hereto agree that BP's provision of asset management services under this AMA Addendum may be subject to local, state, or Federal laws, rules, and regulations (collectively "Governmental Requirements"). The parties hereto agree to comply with all Governmental Requirements applicable to this AMA Addendum, and the Counterparty agrees that it shall not require or request BP to perform any action, or to omit to perform any action that BP reasonably believes is impermissible under Governmental Requirements. Without limiting the generality of the foregoing, if any governmental agency of competent jurisdiction should determine that the obligations and duties contemplated in this AMA Addendum cannot be performed in accordance with applicable Governmental Requirements, wholly or in part, the parties hereto shall immediately suspend performance under this AMA Addendum, and shall suspend the corresponding obligations to deliver and receive Gas under the AMA Transaction. BP and Counterparty shall, within ten (10) Days of such a determination, meet to determine whether this AMA Addendum can be revised so that the services contemplated herein can be performed fully in accordance with applicable Governmental Requirements while preserving the economic benefits afforded to both parties hereto under the current structure as closely as possible. In the absence of a superseding written agreement entered into between the parties hereto within the later of (i) thirty (30) Days following such event, or (ii) twenty (20) Days after such meeting (or the next Business Day if such Day is not a Business Day under either case), this AMA Addendum shall terminate along with the AMA Transaction (such Day being the Early Termination Date for purposes of this section), with (a) no damages being owed by either Party as a result of the termination of this AMA Addendum, such as but not limited to the loss of optimization activities/management services, (b) no affect occurring under the Contract with respect to transactions unrelated to the AMA Addendum, and (c) damages being calculated for the AMA Transaction as a result of its liquidation and termination on such Early Termination Date. On such Early Termination Date, BP shall determine the damages for the AMA Transaction in accordance with Section 10 of the Base Contract; provided however, that for purposes of determining the amount owed with respect to the liquidation and termination of the AMA Transaction, any and all Costs otherwise allowed under Section 10.3.1. shall be excluded from the calculation (save and except to the extent that the parties hereto have entered into a Fixed Price or Basis Price transaction in which case costs associated with undoing any related hedge transactions, such as but not limited to brokerage fees, commissions, and other similar transaction costs and expenses reasonably incurred by a Party shall be allowable), and provided further that for purposes of determining the resulting amount owed for the termination and liquidation of the AMA Transaction, the Market Value of such Terminated Transaction shall be determined by using the mid-point, as it may be estimated, between the bid price and the ask price for such Terminated Transaction to reflect that neither Party is a Defaulting Party and accordingly the intent of the parties hereto is not to ascertain liquidated damages from a Non-Defaulting Party's perspective. The respective parties hereto shall have the same rights and remedies related to the calculation and dispute of the resulting Net Settlement Amount owed with respect to the termination and liquidation of the AMA Transaction as those set forth in Section 10 of the Base Contract.

- 9.2 Further Assurances.** The parties hereto agree to execute and deliver such additional instruments or documents and do all things as may be necessary to carry out the purposes of this AMA Addendum.

- 9.3 Authority to Execute.** Each of the parties hereto to this AMA Addendum represents and warrants that, as of the date of execution of this AMA Addendum, (i) it has full and complete authority to enter into and perform this AMA Addendum; (ii) the person who executes this AMA Addendum on its behalf has full and complete authority to do so and is empowered to bind it thereby; and (iii) it is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws.

- 9.4 Miscellaneous.** This AMA Addendum may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The headings and subheadings contained in this AMA

Addendum are used solely for convenience and do not constitute a part of this AMA Addendum between the parties hereto and shall not be used to construe or interpret the provisions of this AMA Addendum. Except as expressly otherwise provided in this AMA Addendum, all covenants, representations, warranties, acknowledgments, agreements, rights and obligations of the parties hereto under this AMA Addendum that are capable of having effect after the termination of this AMA Addendum for any reason, shall survive and remain in full force and effect beyond, and not be affected by, the termination of this AMA Addendum.

- 9.5 Entirety and Amendments.** This AMA Addendum constitutes the entire agreement (save and except for the AMA Transaction) between the parties hereto regarding the asset management services to be provided under this AMA Addendum, and supersedes and replaces any prior and contemporaneous communications, understandings and agreements between the Counterparty and BP related to such subject matter, whether written or verbal, express or implied. No modification, amendment, supplementation or alteration of the terms and provisions of this AMA Addendum shall be or become effective except by written amendment executed by the duly authorized representative of the parties hereto. Except as set forth herein, the Base Contract shall remain unchanged.
- 9.6 Assignment.** Notwithstanding anything in the Contract to the contrary, neither Party may assign the Contract, necessarily including this AMA Addendum, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; however, in order to be effective, any consent to such assignment must also be permitted by applicable law, including without limitation FERC regulations concerning asset management arrangements and capacity release rules.
- 9.7 One Agreement.** The parties hereto agree and acknowledge that this AMA Addendum shall be considered part of the Contract as such term is defined in the General Terms and Conditions but shall not be considered an "addendum" so as to constitute a part of the Base Contract. Accordingly, the parties hereto agree and acknowledge that this AMA Addendum is part and parcel to the Contract, and accordingly the Base Contract, this AMA Addendum and the AMA Transaction shall be deemed to constitute one integrated agreement for all purposes; provided, however that this AMA Addendum may be terminated separate and apart from the transactions under the Contract in accordance with the terms and conditions set forth in this AMA Addendum, necessarily resulting in the termination of the AMA Transaction.
- 9.8 Survival of Terms.** To the extent that this AMA Addendum is terminated, the parties hereto agree that any and all terms and conditions of this AMA Addendum that are necessary to effectuate the rights and remedies of the parties hereto as a result of an Event of Default shall survive the termination of this AMA Addendum until such time as the rights and remedies and all disputes related thereto are fully and finally resolved.
- 9.10 Conflicting Terms.** The parties hereto agree that to the extent any terms and conditions set forth in this AMA Addendum conflict with any terms set forth in the Base Contract, this AMA Addendum shall govern for all purposes.

IN WITNESS WHEREOF, and with the intent to be legally bound, the parties hereto have caused this AMA Addendum to be executed by their duly authorized officers or representatives.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

BP ENERGY COMPANY



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

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

Name: \_\_\_\_\_

Name: Alexis Smith

Title: \_\_\_\_\_

Title: Originator – Southeast Mid Atlantic

**Exhibit A**

**Gas Supply Contract(s) Obligations for Prepaid Volumes, Maximum Daily Receipt Quantities Supplied by PEAK:**

| Month  | Mmbtu/Day | Month  | Mmbtu/Day | Month  | Mmbtu/Day |
|--------|-----------|--------|-----------|--------|-----------|
| Apr-22 | 500       | Apr-23 | 500       | Apr-24 | 500       |
| May-22 | 500       | May-23 | 500       | May-24 | 500       |
| Jun-22 | 500       | Jun-23 | 500       | Jun-24 | 500       |
| Jul-22 | 500       | Jul-23 | 500       | Jul-24 | 500       |
| Aug-22 | 500       | Aug-23 | 500       | Aug-24 | 500       |
| Sep-22 | 500       | Sep-23 | 500       | Sep-24 | 500       |
| Oct-22 | 500       | Oct-23 | 500       | Oct-24 | 500       |
| Nov-22 | 3,500     | Nov-23 | 3500      | Nov-24 | 3500      |
| Dec-22 | 3,500     | Dec-23 | 3500      | Dec-24 | 3500      |
| Jan-23 | 3,500     | Jan-24 | 3500      | Jan-25 | 3500      |
| Feb-23 | 3,500     | Feb-24 | 3500      | Feb-25 | 3500      |
| Mar-23 | 3,500     | Mar-24 | 3500      | Mar-25 | 3500      |



### AMA TRANSACTION CONFIRMATION

**CONFIRMATION DATE:** February 10, 2022

**CONTRACT #:** 9000739

**CONTRACT DATE:** February 1, 2007

**SELLER:** BP Energy Company ("Seller" or "BP")

**BUYER:** City of Fountain Inn, South Carolina ("Buyer" or "Fountain Inn")

**Contact:** Alexis Smith  
**Email:** alexis.smith@bp.com

**Contact:** Eduardo Noriega  
**Email:** eduardo.noriega@fountaininn.org

This transaction ("this AMA Transaction Confirmation") is a Transaction made pursuant to the Base Contract for Sale and Purchase of Natural Gas dated February 1, 2007, as may be amended from time to time, by the parties hereto (the "Base Contract"), in addition to that certain Asset Management Agreement Addendum of even date herewith by and between the parties hereto (the "AMA Addendum").

**1. DELIVERY PERIOD:** April 1, 2022 – March 31, 2025

**2. MAXIMUM DAILY QUANTITY ("MDQ"):**

a) Subject to clause 2(b), the maximum amount of Firm Gas that Buyer may purchase from Seller on each day during the Delivery Period is as follows:

| Period<br>(of each calendar year)         | MDQ          | Delivery Point                                      |
|-------------------------------------------|--------------|-----------------------------------------------------|
| <b>Summer Period:</b> April – September   | 4, 216 MMBtu | Fountain Inn city gate –<br>delivery meter #1006092 |
| <b>October Period:</b> October            | 4,658 MMBtu  |                                                     |
| <b>Shoulder Period:</b> November, March   | 5,124 MMBtu  |                                                     |
| <b>Winter Period:</b> December – February | 5,176 MMBtu  |                                                     |

b) Despite the MDQ obligation set forth in clause 2 (a), Seller's delivery obligation to Buyer on any Day is limited to the quantity of Gas that Seller can receive at each Receipt Point of the Released Capacity (Pipeline) set forth in the AMA Addendum.

**3. GAS SUPPLY:**

a) **MDQ-Limited Gas Supply:**

1) **Baseload Gas:** "Baseload Gas" is comprised of the following:

i) Gas nominated by Buyer on a monthly basis for Firm delivery at the Delivery Point(s) on each Day during a Month in the Delivery Period, subject to the Receipt Point MDQs. Buyer's nomination must be submitted in writing to Seller by 10:00 a.m. EPT (Eastern Prevailing Time) three (3) Business Days prior to the Last Trading Day for the Natural Gas NYMEX Futures Contract for the applicable delivery Month and shall designate the quantity of Gas that Buyer designates as Baseload Gas; and



- ii) **Prepaid Gas:** Gas for Firm delivery at the applicable Delivery Point(s) purchased by BP from Fountain Inn pursuant to Article V of the AMA Addendum.
  - 2) **Swing Gas:** Gas nominated by Buyer on a daily basis for Firm delivery at the Delivery Point(s) on any Day during the Delivery Period (such Gas being "Swing Gas"), subject to the Receipt Point MDQs. Buyer's nomination must be submitted in writing to Seller by 9:00 a.m. EPT on the Day prior to the flow Day of the Gas and shall designate the quantity of Gas that Buyer designates as Swing Gas for ratable volumes for weekends and holidays per the ICE calendar.
  - 3) The total daily quantity of Baseload Gas and Swing Gas shall not exceed the MDQ applicable to such Day.
- b) **Excess-MDQ Gas Supply:**
- 1) **Additional Baseload Gas:** Buyer may request Gas in excess of the MDQ for Firm delivery at the Delivery Point(s) in writing to Seller no later than 10:00 EPT three (3) Business Days before the Last Trading Day for the Natural Gas NYMEX Futures Contract for the applicable delivery Month(s) and shall designate the quantity of Gas that Buyer requests as Additional Baseload Gas. Seller shall use commercially reasonable efforts to supply and deliver such Gas. The parties hereto acknowledge and agree that Additional Baseload Gas is only for Gas requested by the Buyer in excess of the MDQ; therefore, notwithstanding the foregoing or anything in this AMA Transaction to the contrary, the Seller is not obligated to sell Additional Baseload Gas to the Buyer, unless the Seller is able to procure Gas at an Additional Baseload Gas Contract Price, One Month Term and/or Additional Baseload Gas Contract Price, Greater than One Month Term mutually agreeable to the parties hereto.
  - 2) **Additional Swing Gas:** Buyer may request Gas in excess of the MDQ for Firm delivery at the Delivery Point(s) in writing to Seller on any Day by 9:00 EPT on the Day prior to the flow Day of the Gas and must designate the quantity of Gas that Buyer requests as Additional Swing Gas for ratable volumes for weekends and holidays per the ICE calendar. Seller shall use commercially reasonable efforts to supply and deliver such Gas. The parties hereto acknowledge and agree that Additional Swing Gas is only for Gas requested by the Buyer in excess of the MDQ; therefore, notwithstanding the foregoing or anything in this AMA Transaction to the contrary, the Seller is not obligated to sell Additional Swing Gas to the Buyer, unless the Seller is able to procure Gas in an amount and at an Additional Swing Gas Contract Price mutually agreeable to both parties hereto.

#### 4. ORDER OF DELIVERY:

Absent clear evidence to the contrary, any Gas sold and/or delivered by Seller to Buyer at the Delivery Point(s), shall be deemed delivered in the following order: (i) any Prepaid Gas including Prepaid Gas converted to Fixed Price Gas; (ii) any Fixed Price Gas; (iii) any Additional Baseload Gas priced at Greater than One Month Term including such Gas converted to a fixed price; (iv) any Additional Baseload Gas priced at One Month Term including such Gas converted to a fixed price; (v) any other Baseload Gas; (vi) any Additional Swing Gas; (vii) any Swing Gas.

#### 5. PERFORMANCE OBLIGATION:

- a) On any Day during the Term, BP will deliver to the Counterparty a volume of Gas equal to the Counterparty's Gas requirements, as nominated hereunder, up to the MDQ of the Released Capacity.
- b) Without affecting the application of the Force Majeure provisions set forth in the Base Contract and despite any provision to the contrary under this AMA Transaction Confirmation, the AMA Addendum or the Base Contract, the parties hereto also agree that to the extent that any interruption, curtailment, operational flow order or other event(s) impacts transportation services that impair the Seller's ability to receive Gas at the Individual Receipt Point(s) and/or to utilize the Released Capacity to make deliveries of Gas to the Buyer at the Delivery Point(s), irrespective of whether the Pipeline declares an event of force majeure as a result of such event, Seller shall be relieved of its obligation to deliver Gas to Buyer in an amount equivalent to the amount of Released Capacity impacted by such event.

c) In addition to the foregoing and notwithstanding anything in the Base Contract to the contrary, the Buyer acknowledges and agrees that the supply source of Gas for this transaction is offshore in the Gulf of Mexico and/or adjacent onshore gulf coast properties and that any weather related event, such as but not limited to a hurricane, that disrupts, impairs or curtails Seller's ability to access supply from such area constitutes an event of Force Majeure, and Seller is not obligated during such an event of Force Majeure to make deliveries to Buyer under this transaction using any other source of Gas or transportation, including without limitation, storage or third party Gas supplies. The parties hereto further agree that Seller is under no obligation to source the Gas being sold to Buyer from storage.

## 6. CONTRACT PRICE:

a) **Baseload Gas:** The price for Baseload Gas that is not Prepaid Gas, in US\$ per MMBtu, will be as follows: (i) the index price published by S&P Global, or its successor-in-interest in Platt's *Inside FERC's Gas Market Report*, with respect to the applicable Month of flow, under the table "Monthly Bidweek Spot Gas Prices, (\$/MMBtu)", under the column "Index", under the table "Louisiana/Southeast", under the heading "Transco, zone 3." (collectively the foregoing being TRN Z3 IF); plus/minus (ii) \$0.05; plus (iii) fuel per the approved Transco Tariff from Zone 3 to Zone 5; plus (iv) commodity charge(s) per the Transco Tariff from Zone 3 to Zone 5; plus (v) applicable surcharges per the Transco Tariff.

b) **Prepaid Gas:** The price for Prepaid Gas in US\$ per MMBtu as follows: (i) the index price published by S&P Global, or its successor-in-interest in Platt's *Inside FERC's Gas Market Report*, with respect to the applicable Month of flow, under the table "Monthly Bidweek Spot Gas Prices, (\$/MMBtu)", under the column "Index", under the table "Louisiana/Southeast", under the heading "Transco, zone 4" (collectively the foregoing being TRN Z4 IF); plus (ii) \$0.03. Any Baseload Gas priced at a Prepaid Gas Contract Price shall represent a Firm take commitment for the applicable Month(s) and the Buyer shall be required to take such Gas as the minimum amount of Baseload Gas (from time to time combined with Prepaid Gas priced at a Fixed Price Gas Contract Price) on each Day of the Month in ratable volumes (i.e., the Buyer shall be deemed to have nominated such amount as the minimum amount of Baseload Gas in accordance with this AMA Transaction).

c) **Fixed Price Gas:**

(i) The Buyer may elect to convert any amount of the Baseload Gas that is not Prepaid Gas for any Month to a fixed price upon the mutual agreement of the parties hereto. The following shall be added to obtain the complete Fixed Price Gas Contract Price for Baseload Gas: (i) fuel per the approved Transco Tariff from Zone 3 to Zone 5; plus (ii) the commodity charge per the Transco Tariff from Zone 3 to Zone 5; plus (iii) applicable surcharges per the Transco Tariff.

(ii) **Prepaid Gas:** The Buyer may elect to convert any amount of the Prepaid Gas for any Month to a fixed price upon the mutual agreement of the parties hereto. The following shall be added to obtain the complete Fixed Price Gas Contract Price for Prepaid Gas: (i) \$0.03.

d) **Swing Gas:** The price for Swing Gas in US\$ per MMBtu as follows: (i) the index price published by S&P Global, or its successor-in-interest in Platt's *Gas Daily*, for the applicable Day, under the table "Daily Price Survey (\$/MMBtu)" under the column "Midpoint" ("Gas Daily"), under the table "Louisiana-Onshore South" under the heading "Transco, zone 3" for the following Day's Gas flow (collectively the foregoing being TRN Z3 Gas Daily Daily) plus/minus (ii) \$0.05; plus (iii) Fuel per the Transco Tariff from Zone 3 to Zone 5; plus (iv) the Commodity Charge per the Transco Tariff from Zone 3 to Zone 5; plus (v) applicable surcharges per the Transco Tariff.

e) **Additional Baseload Gas:**

i) **One Month Term.** The price for Additional Baseload Gas for a one month term, in US\$ per MMBtu, will be as follows: (A) (i) the index price published by S&P Global, or its successor-in-interest in Platt's *Inside FERC's Gas Market Report*, with respect to the applicable Month of flow, under the table "Monthly Bidweek Spot Gas Prices, (\$/MMBtu)", under the column "Index", under the table "Northeast", under the heading "Transco, zone 5 del. South." (collectively the foregoing being "TRN Z5 South IF"); plus/minus (ii) Market Index Adjustment OR (B) (i) NYMEX; plus/minus (ii) Market Index Adjustment.

ii) **Greater than One Month Term.** The price for Additional Baseload Gas for greater than a month term, in US\$ per MMBtu, will be as follows: (A) (i) the index price published by S&P

Global, or its successor-in-interest in Platt's *Inside FERC's Gas Market Report*, with respect to the applicable Month of flow, under the table "Monthly Bidweek Spot Gas Prices, (\$/MMBtu)", under the column "Index", under the table "Northeast", under the heading "Transco, zone 5 del. South." (Collectively the foregoing being "TRN Z5 South IF"); plus/minus (ii) Market Index Adjustment OR (B) (i) NYMEX; plus/minus (ii) Market Index Adjustment.

iii) The Buyer may elect to convert any amount of the Additional Baseload Gas for any Month to a fixed price upon the mutual agreement of the parties hereto.

f) **Additional Swing Gas:** The price for Additional Swing Gas, in US\$ per MMBtu, will be as follows: (i) the index price published by S&P Global, or its successor-in-interest in Platt's *Gas Daily*, for the applicable Day, under the table "Daily Price Survey (\$/MMBtu)" under the column "Midpoint" ("Gas Daily"), under the table "Northeast" under the heading "Transco, zone 5 del. South" for the following Day's Gas flow (collectively the foregoing being TRN Z5 South Gas Daily Daily); plus/minus (ii) Market Index Adjustment.

g) "Market Index Adjustment" means a discount or premium as specified in writing by Seller, and accepted in writing by Buyer, having regard to the market conditions then-relevant to the affected Gas supply.

## 7. TURN BACK GAS:

a) Buyer shall have the right to turn back Gas that is not used on any Gas Day for a financial adjustment to be made between the parties hereto based on the following formulas:

(i) for any MDQ Limited Gas Supply that is not Prepaid Gas (a) the amount of Gas turned back by Buyer multiplied by (b) the difference between (I) the applicable Contract Price for the turned back Gas, and (II) TRN Z3 Gas Daily; and

(ii) for any Excess-MDQ Gas Supply (a) the amount of Gas turned back by Buyer multiplied by (b) TRN Z5 South Gas Daily plus/minus Market Index Adjustment.

If the product of either (i) or (ii) above is positive, the amount shall be owed by the Buyer to Seller, and if such product is negative, the amount shall be owed by Seller to the Buyer.

b) Turn Back Order of Priorities. Absent clear evidence to the contrary, any Gas turned back to Buyer by Seller at the Delivery Point(s) shall be deemed turned back in the following order: (i) any Baseload Gas that is not Prepaid Gas or Fixed Price Gas; (ii) any Additional Baseload Gas; (iii) any Fixed Price Gas that is not Prepaid Gas.

c) Limitations to Turn Back. Buyer shall not have the right to turn back any Gas after it has been nominated for delivery from the Excluded Asset. Buyer shall not have the right to turn back any Prepaid Gas.

IN WITNESS WHEREOF, and with the intent to be legally bound, the parties hereto have caused this AMA Transaction Confirmation to be executed by their duly authorized officers or representatives.

CITY OF FOUNTAIN INN, SOUTH CAROLINA

BP ENERGY COMPANY

Signed:

Signed:



Name:

Name: Alexis Smith

Title:

Title: Originator – Southeast Mid Atlantic