



Agenda

**Fountain Inn, South Carolina
Regular City Council Meeting
Thursday, March 11, 2021 - 6:00 PM**

Live YouTube Link:

<https://protect-us.mimecast.com/s/EaGdC82lvNiXNQ2In27QV?domain=youtube.com>

1. Call to Order - Mayor McLeer
2. Invocation - Pastor, Josh Martin, Palmetto Hills Presbyterian Church
3. Pledge of Allegiance
4. Public Forum - Persons wishing to speak must sign up 15 minutes prior to the commencement of the meeting. Signups will be on a first come, first served basis. Your remarks will be limited to 3 minutes.
5. Consent Agenda - There will be no discussion of Consent Agenda items unless a Council member so requests in which event the item in question will be considered separately.
 - a. Approve February 11, 2021 Council Meeting Minutes
Approve March 2, 2021 Council Work Session Minutes
January 2021 Preliminary Financial Report
6. City Administrator's Report - Shawn M. Bell
7. Unfinished Business - None
8. New Business -
 - a. R 2021-3 A Resolution that directs the Planning Commission and the City Administrator review the existing Zoning Ordinance, The Land Development Regulations and the 2017 Master Plan.
 - b. R 2021-4 A Resolution to approve and adopt a ten-year Capital Improvement Program for the Fountain Inn Fire Service Area, Greenville County, South Carolina
 - c. Ordinance 2021-2 First Reading - Railroad Street

- d. Approve 2021 Employee Handbook
 - e. Approval of Clinton-Newberry Gas (CCNGA) Interconnect Agreement
 - f. Approve Natural Gas Rates
 - g. Approve hiring a new Public Works Director
9. Executive Session -
- a. For the discussion of a contractual agreement with the School District of Greenville County.
On coming out of Executive Session, Council may take action on items discussed during Executive Session.
10. Adjourn



**City of Fountain Inn
Regular Council Meeting Minutes
Thursday, February 11, 2021 ~ 6:00 PM**

**Virtual Online Meeting Via Zoom
The meeting was live streamed on the City's Facebook page**

The following members of City Council were in attendance: Mayor George Patrick (GP) McLeer, Jr., Mack Blackstone, Anthony Cunningham, Anjeanette (AJ) Dearybury, John Mahony and Jay Thomason. Councilmember Clemmer was out of town.

Others present: Shawn Bell, Michael Hamilton, David Holmes, Rebecca Mejia-Ward, Ronnie Myers, Eduardo Noriega, Naomi Reed and Sandra Woods

Call to Order – Mayor McLeer

Invocation – Pastor Whitney Moss, Fountain Inn Presbyterian Church

Pledge of Allegiance

Public Forum – No one signed up to speak

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.

Approve minutes from January 14, 2021 Council Meeting

Motion by Councilmember Cunningham, second by Councilmember Mahony to approve the consent agenda as presented. The motion carried unanimously 6/0.

Public Hearing - CDBG Annual Action Plan 2021 – 2022

Mayor McLeer opened the Public Hearing.

Imma Nwobodu, Program Director with Greenville County Redevelopment Authority presented the 2021 – 2022 CDBG Annual Action Plan.

No one signed up to speak at the Public Hearing.

Mayor McLeer closed the Public Hearing.

City Administrator's Report – Shawn M. Bell
(Attached)

Unfinished Business

Second Reading – Ordinance 2021-001 Animal Care

Shawn Bell stated that this ordinance will amend Chapter 5, Animal Control, Section 5-6, by specifying the care to be provided to animals and to prohibit tethering unless certain conditions exist.

Based off recent ordinance changes from the City of Greenville and Greenville County, a resident of Fountain Inn has asked City Council to consider similar ordinance changes for Fountain Inn regarding animal care. The citizen has gathered community support for the ordinance changes via an online petition.

The proposed ordinance specifies that animal owners must provide sufficient wholesome food; clean fresh water, proper shelter, and protection from the weather; veterinary care when needed to prevent suffering; and humane treatment. It also makes it unlawful for a person to tether an animal while outdoors unless certain conditions are met.

Motion by Councilmember Mahony, second by Councilmember Cunningham to approve Ordinance 2021-001 Animal Care as presented on Second reading.

Discussion

Roll Call:

Councilmember Mahony – Aye
Councilmember Thomason - Aye
Councilmember Dearybury – Aye

Councilmember Cunningham - Aye
Councilmember Blackstone - Aye
Mayor McLeer - Aye

The motion carried unanimously 6/0.

Second Reading – Ordinance 2021-001 CNINGA Territory Agreement

Shawn Bell stated that this ordinance allows the city to enter into a territorial agreement with Clinton-Newberry Natural Gas Authority concerning the provision of natural gas in Laurens County and to authorize the Mayor to execute the agreement on behalf of the city.

Motion by Councilmember Blackstone, second by Councilmember Thomason to approve CNINGA Territory Agreement as presented on second reading.

Roll Call:

Councilmember Mahony – Aye	Councilmember Cunningham - Aye
Councilmember Thomason - Aye	Councilmember Blackstone - Aye
Councilmember Dearybury – Aye	Mayor McLeer - Aye

The motion carried unanimously 6/0.

New Business

FY 2021-2022 Budget Timeline

Naomi Reed presented the 2021-2022 Budget Timeline to council for approval.

Motion by Councilmember Blackstone, second by Councilmember Dearybury to approve FY 2021-2022 Budget timeline.

Roll Call:

Councilmember Mahony – Aye	Councilmember Cunningham - Aye
Councilmember Thomason - Aye	Councilmember Blackstone - Aye
Councilmember Dearybury – Aye	Mayor McLeer - Aye

The motion carried unanimously 6/0.

R 2021-1 Allocation of Greenville County CDBG and HOME funds for Program Year 2021

Motion by Councilmember Mahony, second by Councilmember Dearybury to approve the 2021 CDBG and Home fund allocation as presented by GCRA.

Roll Call:

Councilmember Mahony – Aye	Councilmember Cunningham - Aye
Councilmember Thomason - Aye	Councilmember Blackstone - Aye
Councilmember Dearybury – Aye	Mayor McLeer - Aye

The motion carried unanimously 6/0.

Executive Session

For the discussion of a contractual agreement with the School District of Greenville County.

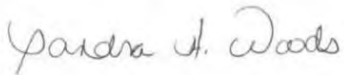
On coming out of executive session, Council may take action on those items discussed in Executive Session.

Motion by Councilmember Mahony, second by Councilmember Blackstone for Council to meet in Executive Session. The motion carried unanimously 6/0.

Back in Regular Session

Mayor McLeer stated that Council only received information during executive session. No votes were taken.

Motion by Councilmember Mahony, second by Councilmember Blackstone to adjourn the meeting. The motion carried unanimously 6/0,



Sandra H. Woods, CMC
Municipal Clerk



**City of Fountain Inn
Council Work Session
Tuesday, March 2, 2021 – 6:00 PM
Council Chambers – 200 North Main Street**

The following members of City Council were in attendance: Mayor George Patrick (GP) McLeer, Jr., Mack Blackstone, Phil Clemmer, Anthony Cunningham, Anjeanette (AJ) Dearybury, John Mahony and Jay Thomason.

Mayor McLeer and Councilmember Cunningham joined via Zoom

Others present: Shawn Bell, Rebecca Mejia-Ward, Naomi Reed, Sandra Woods

Call to Order - Mayor McLeer

Invocation – Mayor McLeer

Pledge of Allegiance

Review Employee Handbook

Human Resource Director, Rebecca Mejia-Ward, reviewed the draft 2021 Employee Handbook with Council.

Review Performance Appraisal Process

Due to time constraints City Administrator, Shawn Bell, asked if Council would approve to discuss the Performance Appraisal Process at a later time. All agreed.

Executive Session

For the discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee in the Public Works Department.

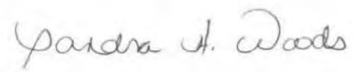
After coming out of Executive Session, Council may vote on items discussed during Executive Session.

Motion by Councilmember Clemmer, second by Councilmember Dearybury to meet in Executive Session. The motion carried unanimously.

Back in Regular Session

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

Motion by Councilmember Blackstone, second by Councilmember Mahony to adjourn the meeting. The motion carried unanimously.

A handwritten signature in cursive script that reads "Sandra H. Woods".

Sandra H. Woods, CMC
Municipal Clerk

CITY ADMINISTRATOR REPORT



Agenda Date: March 11, 2021

To: Mayor and City Council

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

Administration

- Wayfinding Signage Project
 - Downtown parking signs were installed
- Woodside Connector
 - Right-of-Way acquisition phase has begun
 - SCDOT informed City on March 9 of a potential funding shortfall (City has previously received two years of TAP grant funds) and has recommended coordinating with GPATS to obtain a third year of TAP grant funds to complete the project
 - Proposed Let Date: February 2022
 - Construction beginning in Summer 2022 depending on project funding
- Woodside Streetscape
 - Construction plans are under Quality Control (QC) review with Arbor Engineering
 - Right-of-way is finalized and awaiting SCDOT certification
 - Utility coordination is still underway by SCDOT
 - Proposed Let Date: July 2021
- Woodside Village
 - Received four RFP responses and a meeting is scheduled next week with the private property owner (Mr. Jain) to review the proposals and discuss the next steps
- Website
 - New website is live
- New FING/Public Works Facility
 - Received fourteen Design-Build General Contractor proposals; staff is reviewing
- Main Street Streetscape (Jones to 418)
 - Conservative cost estimate of \$2 million; will look to include in the financing for the new Public Works/FING facility

Special Events

- Spring Market
 - March 13 and March 20 from 10:00 a.m. – 3:00 p.m.

- 45+ vendors each Saturday
- Easter Bunny on March 20
- City Serve/Clean-Up Day
 - April 10 from 8:30 a.m. – noon
 - Sign-up online at www.fountaininn.org
- 15th Annual Mac Arnold Cornbread & Collard Greens Blues Festival
 - April 24 from 4:00 p.m. – 10:00 p.m.
- Farmers Market
 - May 22 – August 28; Saturdays from 8:00 a.m. – noon
- Sounds of Summer
 - June 4 – August 27; Fridays from 7:00 p.m. – 9:30 p.m.
- Jeff Lynch Bike Night
 - September 11 from 6:00 p.m. – 10:00 p.m.
- Fall Market
 - September 18 – October 29; Saturdays from 8:00 a.m. – noon
- Fall Music Series
 - October 1-29; Fridays from 7:00 p.m. – 9:30 p.m.
- Halloween Movie Night
 - October 30 from 7:00 p.m. – 9:00 p.m.

Natural Gas

- Deliveries for February 2021
 - Gas volume of 155,913 Dekatherms
 - Gas consumption for February 2021 was up over 15% from February 2020, and up over 45% from the February five-year average
 - Gas consumption (July-February) is up 55,886 Dekatherms above forecast
- Services for February 2021
 - 22 new applications for service
 - 9,977 active customers
 - 4,965 feet of new service lines have been installed year-to-date
 - 6,270 feet of new gas main lines have been installed year-to-date
- Gas Prices/Rates
 - The price of natural gas for March settled at \$2.854 per Dekatherm, which represents a \$0.09 increase over February's price
 - FING had the second-lowest natural gas rates for February 2021 for all of NC/SC/VA systems surveyed

Parks & Recreation

- Concluded a successful 2020-2021 Basketball season

- Hosted the 12U All-Star Basketball State Tournament on March 6th at the Activities Center
- Spring Baseball/Softball registration
 - A record number of participants for 2021 – 524; 393 in 2020 for a 33% increase

Planning & Development

- February 2021 Permitting
 - 43 construction permits with a total valuation of \$7,274,560
 - 198 inspections

Public Works

- Personnel
 - Two Crew Worker employees are in a “temp to perm” status
 - Two CDL Driver employees are in a “temp to perm” status
 - Director: Conditional offer extended

Police

- 1st Annual Special Needs Awareness Superhero Run/Walk 5K on April 24 at 8:00 a.m.
- Citizens Police Academy has begun

Fire

- Offers extended for vacant Firefighter positions
- ISO Rating Improvement from 4 to 2

Younts Center for Performing Arts

- Guy Penrod – March 19 at 7:00 p.m.

City Clerk/Financial Specialist

March 1, 2021

Council:

- February - Mayor McLeer, Councilmembers Dearybury and Cunningham graduated from the Municipal Elected Officials Institute.
- Reminder - Statement of Economic Interest Forms due by March 31st
- November 2021 Election – Filing Dates for Council Ward Seats 1, 3 and 5 will begin July 15th at noon and end on August 16th at noon.
- Civic Clerk – Still in implementation/testing phase. Formal training for Council soon. iPad's have been received.
- Proclamation Requests: 0
- Council Ward Redistricting – Coming Soon
- Chamber Banquet March 25th

Administration:

- SCMIRF
February Claims: 0
- FOIA
February requests: 2

Thank you,

Sandra Woods
City Clerk/Financial Specialist

February 2021 Fire Report

- (1) We ran 213 calls this month.
- (2) Vehicle Maintenance was \$3498.00
- (3) Fuel costs were \$1388.17
- (4) The fire department trained with other Greenville Co Fire Departments in Greenville.
- (5) Continue to work on budget.
- (6) The Fire Department Child Safety Seat Inspection Station is on hold currently due to Covid-19.
- (7) All our ladders were tested and passed.
- (8) New LED lights were installed in the engine bays.
- (9) We received our ISO results from last year's survey. We improved our rating from a 4/4y to a 2/2x. The rate will go into effect June 1, 2021.
- (10) Budget is in good shape.

Fountain Inn Fire Department

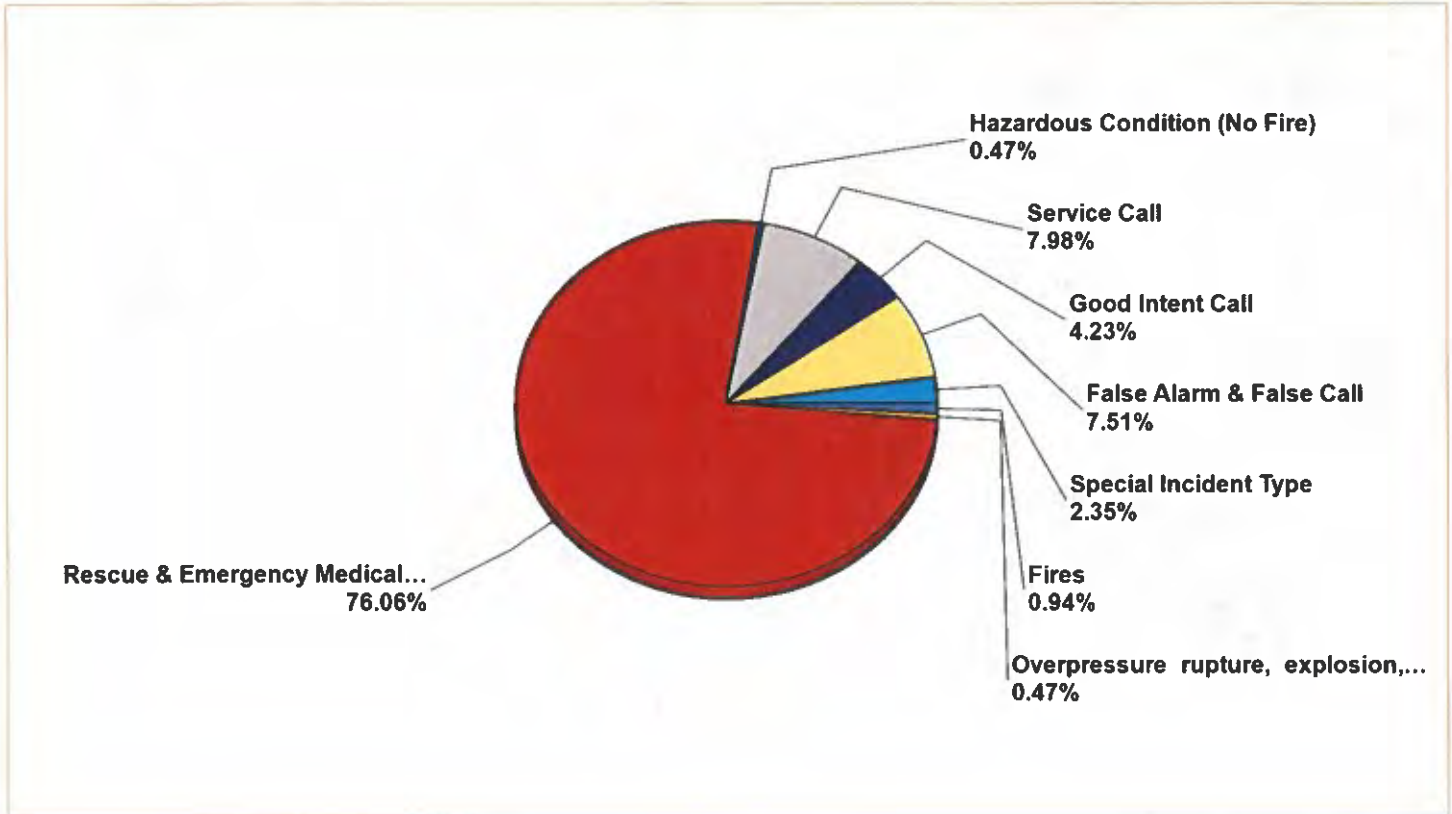


Fountain Inn, SC

This report was generated on 3/1/2021 8:19:17 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2021 | End Date: 02/28/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	0.94%
Overpressure rupture, explosion, overheating - no fire	1	0.47%
Rescue & Emergency Medical Service	162	76.06%
Hazardous Condition (No Fire)	1	0.47%
Service Call	17	7.98%
Good Intent Call	9	4.23%
False Alarm & False Call	16	7.51%
Special Incident Type	5	2.35%
TOTAL	213	100%

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
121 - Fire in mobile home used as fixed residence	1	0.47%
154 - Dumpster or other outside trash receptacle fire	1	0.47%
251 - Excessive heat, scorch burns with no ignition	1	0.47%
311 - Medical assist, assist EMS crew	117	54.93%
320 - Emergency medical service, other	1	0.47%
321 - EMS call, excluding vehicle accident with injury	32	15.02%
322 - Motor vehicle accident with injuries	6	2.82%
324 - Motor vehicle accident with no injuries.	5	2.35%
353 - Removal of victim(s) from stalled elevator	1	0.47%
424 - Carbon monoxide incident	1	0.47%
500 - Service Call, other	5	2.35%
510 - Person in distress, other	4	1.88%
550 - Public service assistance, other	1	0.47%
551 - Assist police or other governmental agency	1	0.47%
553 - Public service	2	0.94%
561 - Unauthorized burning	1	0.47%
571 - Cover assignment, standby, moveup	3	1.41%
611 - Dispatched & cancelled en route	5	2.35%
651 - Smoke scare, odor of smoke	4	1.88%
700 - False alarm or false call, other	9	4.23%
735 - Alarm system sounded due to malfunction	2	0.94%
740 - Unintentional transmission of alarm, other	1	0.47%
744 - Detector activation, no fire - unintentional	1	0.47%
745 - Alarm system activation, no fire - unintentional	3	1.41%
900 - Special type of incident, other	2	0.94%
911 - Citizen complaint	3	1.41%
TOTAL INCIDENTS:	213	100%

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

CITY OF FOUNTAIN INN
 DETAIL ACCOUNT INQUIRY BY FUND

FY 2020-2021

PERIOD: 02/01/2021 TO 02/28/2021

100-422-435-001 VEHICLE MAINTENANCE		BUDGET	PERIOD TO DATE	ENC AMT	REMBAL		
		37,500.00	3,498.00	0.00	18,229.88		
DATE	MOD	REFERENCE	JE # or VOUCHER#	CHECK#	DEBIT	CREDIT	BALANCE
		BALANCE FORWARD					15,772.12
02/11/2021	AP	B. W. BURDETTE & SON 753-30350 JAN 2021	155022	221	1.11		15,773.23
		HARDWARE SUPPLIES/CUT KEY/GENERAL SUPPLIES					
02/11/2021	AP	O'REILLY AUTO PARTS 4562-165635	155037	165780	13.23		15,786.46
		VEHICLE MAINTENANCE					
02/11/2021	AP	O'REILLY AUTO PARTS 4562-165631	155038	165780	45.57		15,832.03
		VEHICLE MAINTENANCE					
02/11/2021	AP	O'REILLY AUTO PARTS 4562-166449	155077	165780	12.69		15,844.72
		VEHICLE MAINTENANCE - BRANDON HARVEY					
02/11/2021	AP	O'REILLY AUTO PARTS 4562-166444	155078	165780	15.88		15,860.60
		VEHICLE MAINTENANCE - BRANDON HARVEY					
02/18/2021	AP	MM FIRE APPARATUS REPAIR, INC. 21-0204	155226	165851	1,700.00		17,560.60
		PM SERVICE ENGINE 2 AND ENGINE 5 - FIRE DEPT					
02/28/2021	AP	MM FIRE APPARATUS REPAIR, INC. 21-0215	155260		1,700.00		19,260.60
		PM SERVICE - ENGINE 3/ENGINE 4 - FIRE DEPT					
02/28/2021	AP	O'REILLY AUTO PARTS 4562-167410	155261	165853	9.52		19,270.12
		VEHICLE MAINTENANCE - FIRE DEPT					
SUBTOTALS FOR ACCOUNT 100-422-435-001 :					3,498.00	0.00	
					3,498.00	0.00	

Feb. Vehicle Maintenance

\$ 3,498.⁰⁰



Fuel Report-Summary by Sub-Agency

By: Actual Transaction Dates 2/1/2021 to 2/28/2021

South Carolina

Report is restricted to City of Fountain Inn

Agency	Level 1	Level 2	Purchase Type	Quantity	
T23001	City of Fountain Inn				
	ADMIN		Fuel:	33.14	\$71.98
	FIRE		Fuel:	573.27	\$1,258.48
	FIRE DEPT		Fuel:	81.69	\$129.69
	GAS		Fuel:	1,122.63	\$2,480.59
	Gas Dept		Fuel:	172.40	\$370.93
	POLICE		Fuel:	1,904.00	\$3,840.50
	POLICE		Other:	28.89	\$66.20
	PUBLIC WORKS		Fuel:	56.79	\$100.49
	RECREATION		Fuel:	49.58	\$108.17
	Sanitation		Fuel:	356.77	\$827.88
	SEWER		Fuel:	508.70	\$1,195.09
	SOLID WASTE		Fuel:	185.54	\$406.57
	STREETS		Fuel:	641.57	\$1,512.09
Total for T23001:				5,714.95	\$12,368.66
Grand Total:				33.14	\$12,368.66

Feb Fuel Costs

1388.17

BUDGET REPORT BY ACCOUNT - EXPENDITURE

City Of Fountain Inn

Fiscal Year Start Date: 07/01/2020

FY 2020-2021

Current Period End Date: 03/02/2021

Ideal Remaining Percent: **33 %**

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
100-422-110-001 Salaries - Fire	902,959.98	0.00	334,598.33	0.00	568,361.65	63
100-422-110-002 Salaries - Fd Dispatchers	113,675.74	0.00	0.00	0.00	113,675.74	100
100-422-110-003 Salaries - Part-Time	4,000.00	0.00	334.25	0.00	3,665.75	92
100-422-110-004 Salaries - Sleep Time	17,500.00	0.00	5,039.36	0.00	12,460.64	71
100-422-130-001 Overtime	3,500.00	0.00	1,325.21	0.00	2,174.79	62
100-422-130-002 Overtime - Dispatchers	15,000.00	0.00	0.00	0.00	15,000.00	100
100-422-130-004 Firefighter Of The Month/Year	1,500.00	0.00	0.00	0.00	1,500.00	100
100-422-140-001 Year End Bonus	4,600.00	0.00	0.00	0.00	4,600.00	100
100-422-140-002 Education Incentive - Firefighte	20,000.00	0.00	0.00	0.00	20,000.00	100
100-422-210-001 Employee Health Insurance	183,932.00	0.00	111,161.44	0.00	72,770.56	40
100-422-213-001 Health Screening	0.00	0.00	5,685.40	0.00	-5,685.40	0
100-422-220-002 Payroll Taxes - Social Security,	81,299.28	0.00	25,151.16	0.00	56,148.12	69
100-422-220-003 Unemployment Compensation	500.00	0.00	0.00	0.00	500.00	100
100-422-230-001 State Retirement	200,311.64	0.00	40,203.57	0.00	160,108.07	80
100-422-260-001 Workers Compensation	40,607.87	0.00	33,117.63	0.00	7,490.24	18
100-422-261-001 Workers Comp Deductible	5,000.00	0.00	4,451.61	0.00	548.39	11
100-422-270-001 Drug Testing / Physical/Screen	6,000.00	0.00	241.00	0.00	5,759.00	96
100-422-430-001 Portable Radio Maintenance	2,200.00	0.00	911.17	0.00	1,288.83	59
100-422-430-004 Repeater Maintenance	1,600.00	0.00	211.27	0.00	1,388.73	87
100-422-430-005 Operating Equipment Maintena	16,000.00	0.00	10,733.55	0.00	5,266.45	33
100-422-431-001 Station Maintenance	10,000.00	0.00	9,589.27	5,601.25	-5,190.52	-52
100-422-431-002 Landscaping	500.00	0.00	67.55	0.00	432.45	86
100-422-432-001 Computer Support	24,000.00	0.00	15,917.11	0.00	8,082.89	34
100-422-435-001 Vehicle Maintenance	37,500.00	0.00	19,270.12	0.00	18,229.88	49
100-422-471-001 2015 Go Bond Principal Paym	105,229.10	0.00	0.00	0.00	105,229.10	100
100-422-471-002 2015 Go Bond Interest Payme	1,820.46	0.00	0.00	0.00	1,820.46	100
100-422-471-003 2018 Lease Purchase Principa	6,426.39	0.00	0.00	0.00	6,426.39	100
100-422-471-004 2018 Lease Purchase Interest	604.08	0.00	0.00	0.00	604.08	100
100-422-471-005 2019 lprb Principal	122,000.00	0.00	0.00	0.00	122,000.00	100
100-422-471-006 2019 lprb Interest	41,566.40	0.00	0.00	0.00	41,566.40	100
100-422-520-001 General Liability - Scmirf	24,000.00	0.00	100.00	0.00	23,900.00	100
100-422-530-001 Telephone	7,000.00	0.00	4,910.33	0.00	2,089.67	30
100-422-530-002 Cell Phones	1,300.00	0.00	566.19	0.00	733.81	56
100-422-545-001 Professional Fees	1,000.00	0.00	620.00	0.00	380.00	38
100-422-580-002 Conferences	2,500.00	0.00	150.00	0.00	2,350.00	94
100-422-583-002 Training	5,000.00	0.00	2,598.76	0.00	2,401.24	48
100-422-610-001 General Supplies	5,000.00	0.00	3,616.13	0.00	1,383.87	28
100-422-610-002 Office Supplies/Printing	2,300.00	0.00	466.09	0.00	1,833.91	80
100-422-610-003 Prevention	1,500.00	0.00	778.96	0.00	721.04	48
100-422-622-001 Utilities	17,000.00	0.00	8,010.56	0.00	8,989.44	53
100-422-626-001 Vehicle Gas	16,500.00	0.00	12,987.83	0.00	3,512.17	21
100-422-640-001 Publications Dues/Subscriber	2,140.00	0.00	820.00	0.00	1,320.00	62
100-422-656-001 Uniforms	16,000.00	0.00	6,947.80	0.00	9,052.20	57
100-422-743-010 Scmit Grant	4,000.00	0.00	0.00	0.00	4,000.00	100
100-422-800-000 Covid-19 Expenditures	0.00	0.00	4,496.00	0.00	-4,496.00	0
100-422-810-002 Innovapad Expenditures	13,000.00	0.00	7,178.21	0.00	5,821.79	45
100-422-860-010 Equipment (Non-Depreciable)	0.00	0.00	0.00	31,307.06	-31,307.06	0
100-422-860-015 Furniture, Fix.&Computers (No	7,500.00	0.00	1,123.37	0.00	6,376.63	85
100-422-880-000 Capital-Building Impr (Depreci	30,000.00	0.00	44,204.00	0.00	-14,204.00	-47
100-422-880-002 Land Improvements	5,000.00	0.00	0.00	0.00	5,000.00	100

Memorandum

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

From: Eduardo Noriega
Fountain Inn Natural Gas Director

Date: March 2, 2021

The following is the gas department update for the month of February 2021.

March 18th is the National Gas Utility Worker's Day



- **Delivery of natural gas**
 - We have 9,977 new and active customers.
 - Gas volume of 155,913 Dekatherms in February.
 - Gas consumption for February was up over 15% from last February, and up over 45% from the February 5-year average.
 - Natural gas consumption (July-February) is up 55,886 Dths above forecast.
- **Service Applications**
 - 22 applications for new service lines
- **New main/service line installations**
 - New gas main lines installed; 2021 YTD: 6,270 feet.
 - New service lines installed; 2021 YTD: 4,965 feet.
- **Residential Developments**
 - We are currently working on 26 subdivisions, either installing main, service lines or both. These 27 subdivisions have an additional 922 remaining homes to be constructed and FING will be providing gas service.
 - There are 19 new subdivisions under consideration, which have the potential to add an additional 2,737 new homes to our gas system.
- **Gas Supply**
 - The price of natural gas for the month of March settled at \$2.854 per Dekatherm, this represents an increase over February's price of \$0.09 per Dekatherm.
 - The past 3 months (December-February) we experience a very cold winter and higher than expected gas demands. As FING continues to grow we must search for a permanent solution to address our gas capacity shortfalls on cold winter days.

-
- In the next few months, I will be working with Energy Vision to address this issue and present some alternatives for your review.

- **Gas Operations**

- We are anticipating a busy construction season in 2021, we have several new projects lined up to serve new customers as well as improve the reliability of our system.
- We continue to adjust and improve our safety procedures and ensure employees' safety; we are working on a new and improved safety manual as well as an Operations and Maintenance manual.
- FING has

- **Office Administration**

- The new FING website was successfully launched, and as promised its functional, user friendly, and visually appealing.
- We are planning to reopen the Main gas office Mid-March.

- **SC/NC Gas Rates Comparisons**

The rates comparison for the Carolinas systems-February 2021 Rates:

SEE TABLE ON NEXT PAGE

NORTH CAROLINA/SOUTH CAROLINA/VIRGINIA GAS RATE COMPARISONS

Febr 2021

COMPANY	SERVICE CLASS	METER CHARGE PER MONTH	AVERAGE RATE PER THERM	AVG. USAGE THERMS	TOTAL COST PER MONTH
GREENWOOD CPW, SC	Residential	\$10.00	\$0.81233	100.00	\$91.23
FOUNTAIN INN, SC	Residential	\$8.00	\$0.83980	100.00	\$91.98
PIEDMONT, SC	Residential	\$10.00	\$0.84579	100.00	\$94.58
PUBLIC SERVICE OF NC	Residential	\$10.00	\$0.86094	100.00	\$96.09
FORT HILL NATURAL GAS, SC	Residential	\$10.00	\$0.91000	100.00	\$101.00
CLINTON-NEWBERRY, SC	Residential	\$10.00	\$0.93000	100.00	\$103.00
YORK NATURAL GAS, SC	Residential	\$9.25	\$0.93205	100.00	\$102.46
CITY OF LEXINGTON, NC	Residential	\$10.00	\$0.94365	100.00	\$104.37
CITY OF DANVILLE, VA	Residential	\$11.15	\$0.94432	100.00	\$105.58
CITY OF ORANGEBURG, SC	Residential	\$10.00	\$0.95192	100.00	\$105.19
GREER CPW, SC	Residential	\$10.00	\$0.96258	100.00	\$106.26
CITY OF SHELBY, NC	Residential	\$8.50	\$0.99479	100.00	\$107.98
LANCASTER COUNTY, SC	Residential	\$5.00	\$1.04000	100.00	\$109.00
GREENVILLE UTILITIES, NC	Residential	\$14.00	\$1.04266	100.00	\$118.27
CHESTER COUNTY, SC	Residential	\$6.50	\$1.07240	100.00	\$113.74
DOMINION (SCE&G)	Residential	\$10.90	\$1.15230	100.00	\$126.13
PIEDMONT, NC	Residential	\$10.00	\$1.21212	100.00	\$131.21
CITY OF MONROE, NC	Residential	\$10.00	\$1.21497	100.00	\$131.50



City of Fountain Inn - Human Resources Monthly Report - February 2021

Home Department**	January Headcount	February Hires / Transfers In	February Terms	February Transfers Out	February Headcount	DIVERSITY				
						Asian	Black or African American	Hispanic or Latino	White	2 or More Races
000411 / Administration	6	0	0	0	6	0	0	0	0	0
000412 / Judicial	5	0	0	0	5	0	0	0	0	0
000413 / Council	7	0	0	0	7	0	0	0	0	0
000414 / Special Events	4	0	0	0	4	0	0	0	0	0
000421 / Police	35	0	0	0	35	0	0	0	0	0
000422 / Fire	25	0	0	0	25	0	0	0	0	0
000424 / Public Works	10	0	0	0	10	0	0	0	0	0
000435 / Planning & Development	2	0	0	0	2	0	0	0	0	0
000434 / Sewer	2	0	0	0	2	0	0	0	0	0
000451 / Recreation	15	0	0	0	15	0	0	0	0	0
000510 / Gas Department	21	0	0	0	21	0	0	0	0	0
Totals:	132	0	0	0	132	0	0	0	0	0

**Based on Home Departments

Events/Campaigns - February

Performance Appraisal 2020 - Step 3 HR & Administration Review **Pending:** EAP rollout - contract currently under review
 Personnel Budget Meetings by Department
 Handbook draft review by Department Heads
 Continued COVID-19 operational precautions based on county percentages

Upcoming Events - March

Handbook draft presented to Council at 3/2 Work Session
 Performance Appraisal 2020 - Step 4 Employee Meetings
 Updating of COVID-19 operational precautions, to include the reopening of facilities to the public
 Scheduling of Employee Training - Handbook TBD APRIL
 Scheduling of Employee Training - State Insurance Enrollment TBD APRIL

Recruitment Status

Department 422 Fire: **Firefighter** - Offer Extended

Department 424 Public Works: (2) Employees in "temp to perm" status for **CDL**
 (2) Employees in "temp to perm" status for **Maintenance Worker**
Public Works Director - Offer Extended

**FOUNTAIN INN POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
FEBRUARY 2021**

Crimes Against Property			
Burglary	February	YTD	
Total:	7	9	February Clearance Rate 43%
Active	0	0	YTD Clearance Rate 33%
Administratively Closed	4	6	
Cleared By Arrest	1	1	
Exceptionally Cleared	0	0	
Unfounded	2	2	
Larceny	YTD	YTD	
Total:	19	36	February Clearance Rate 16%
Active	0	0	YTD Clearance Rate 28%
Administratively Closed	16	26	
Cleared By Arrest	1	7	
Exceptionally Cleared	2	3	
Unfounded	0	0	
<i>Includes 1 from January that was Adm.Closed, now Arrested(1)</i>			
Motor Vehicle Theft	YTD	YTD	
Total:	2	5	February Clearance Rate 0%
Active	0	0	YTD Clearance Rate 0%
Administratively Closed	2	5	
Cleared By Arrest	0	0	
Exceptionally Cleared	0	0	
Unfounded	0	0	
Property Value	YTD	YTD	
Grand/Petit Larceny/Fraud	\$ 147,496.00	\$159,660.00	
Cleared/Recovered	\$ 42,518.00	\$ 50,169.00	
	YTD	YTD	
Total Calls for Service	974	1824	
Business/Security Checks	11,291	19,530	
Number of Reports Written	195	386	

Crimes Against Persons			
Assault & Battery (Simple)	February	YTD	
Total:	7	14	February Clearance Rate 86%
Active	0	0	YTD Clearance Rate 93%
Administratively Closed	1	1	
Cleared by Arrest	3	5	
Exceptionally Cleared	3	8	
Unfounded	0	0	
<i>Includes 1 from January that was Adm.Closed, now Ex-Cleared</i>			
Aggravated Assault	February	YTD	
Total:	2	4	February Clearance Rate 50%
Active	0	0	YTD Clearance Rate 50%
Administratively Closed	1	2	
Cleared by Arrest	1	2	
Exceptionally Cleared	0	0	
Unfounded	0	0	
Domestic Violence	February	YTD	
Total:	4	9	February Clearance Rate 75%
Active	0	0	YTD Clearance Rate 89%
Administratively Closed	1	1	
Cleared by Arrest	1	3	
Exceptionally Cleared	2	4	
Unfounded	0	1	
Robbery	February	YTD	
Total:	0	0	February Clearance Rate N/A
Active	0	0	YTD Clearance Rate N/A
Administratively Closed	0	0	
Cleared by Arrest	0	0	
Exceptionally Cleared	0	0	
Unfounded	0	0	
Murder	February	YTD	
Total	0	0	February Clearance Rate N/A
Active	0	0	YTD Clearance Rate N/A
Administratively Closed	0	0	
Cleared by Arrest	0	0	
Exceptionally Cleared	0	0	
Unfounded	0	0	
TRAFFIC	February	YTD	
Citations	98	226	
Warnings	245	425	
Accidents	21	34	
Accidents/Private Property	3	7	
Driving Under the Influence 1st Offense	2	2	
Driving Under the Influence 2nd Offense	1	1	
Driving Under the Influence 3rd & Above	0	0	
Driving Under Suspension 1st Offense	12	23	
Driving Under Suspension 2nd Offense	4	6	
Driving Under Suspension 3rd & Above	2	5	
Failure to Stop for Blue Light & Siren	3	6	

Narcotics Violations		
	February	YTD
Marijuana		
Simple Possession	3	14
Possession with Intent to Distribute	1	1
PWID within 1/2 mile of School	0	0
Distribution	0	0
Distribution Near School	0	0
Trafficking	0	0
Manufacturing	0	0
Cocaine		
Possession	0	0
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
Crack Cocaine		
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
Methamphetamine		
Possession	2	4
Possession with Intent to Distribute	0	0
PWID within 1/2 mile of School	0	0
Distribution	1	1
Distribution Near School	0	0
Trafficking	1	1
Manufacturing	0	0
Controlled Substance		
Possession	1	3
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
Other Drugs		
Possession	1	2
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
Possession of Drug Paraphernalia	8	16
Underage Alcohol Violations	2	2

Law Enforcement
Fuel Expense and Vehicle Maintenance Report

FY 2020/2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Fuel / Mileage	\$ -												\$ -
100 (2006 300M)***	\$ 25.79	\$ 43.21					\$ 34.75	\$ 55.55	\$ 61.64	\$ 57.30	\$ 58.55	\$ 39.42	\$ 376.21
101 (2014 Charger)	\$ 128.35	\$ 205.52					\$ 221.74	\$ 143.34	\$ 180.79	\$ 259.52	\$ 236.13	\$ 221.50	\$ 1,596.89
102 (2006 Charger) ***	\$ 51.18						\$ 140.72	\$ 75.64	\$ 70.26	\$ 17.38	\$ 21.75	\$ 48.74	\$ 425.67
103 (2017 Explorer)	\$ 133.80	\$ 202.61					\$ 148.16	\$ 156.58	\$ 153.46	\$ 114.68	\$ 120.06	\$ 148.21	\$ 1,177.56
104 (2020 Explorer)	\$ 53.27	\$ 123.09					\$ 136.79	\$ 122.73	\$ 51.85	\$ 75.15	\$ 90.22	\$ 54.54	\$ 707.64
105 (2007 Charger) ***		\$ 26.60					\$ 155.66	\$ 58.86	\$ 112.79		\$ 20.46	\$ 46.46	\$ 420.83
106 (2014 Charger)	\$ 154.89	\$ 187.20					\$ 191.97	\$ 141.08	\$ 204.82	\$ 147.00	\$ 167.20	\$ 180.40	\$ 1,374.56
107 (2014 Charger)	\$ 208.96	\$ 207.29					\$ 232.62	\$ 182.71	\$ 227.73		\$ 188.42	\$ 193.37	\$ 1,441.10
126 (2019 Durango)		\$ 332.15					\$ 67.66	\$ 65.53	\$ 148.27	\$ 206.16	\$ 252.94	\$ 260.62	\$ 1,333.33
109 (2018 Explorer)	\$ 217.99	\$ 248.37					XXX	\$ 257.13	\$ 243.37	\$ 274.85	\$ 229.12	\$ 197.86	\$ 1,668.69
110 (2008 Magnum) ***	\$ 75.95	\$ 69.21					\$ 62.76	\$ 95.87	\$ 111.84	\$ 143.82	\$ 73.07	\$ 122.65	\$ 755.17
111 (2010 Charger) ***	XXX	XXX					XXX	\$ 123.18	\$ 200.30		\$ 48.99	XXX	\$ 372.47
112 (2008 Charger) ***	\$ 80.30	\$ 36.37					\$ 352.02	\$ 147.09	\$ 253.67	\$ 240.71	\$ 77.66	\$ 114.77	\$ 1,302.59
113 (2020 Explorer)	\$ 235.04	\$ 249.88					XXX	XXX	\$ 86.08	XXX	\$ 143.35	\$ 303.91	\$ 1,018.26
114 (2020 Explorer)	\$ 145.37	\$ 180.28					XXX	XXX	XXX	XXX	\$ 119.83	\$ 200.37	\$ 645.85
62 (2020 F-150)	\$ 199.67	\$ 188.16					XXX	XXX	\$ 79.66	\$ 169.53	\$ 160.39	\$ 99.93	\$ 897.34
66 (2016 Explorer)	\$ 138.99	\$ 151.47					\$ 263.50	\$ 155.75	\$ 89.74	\$ 146.06	\$ 119.61	\$ 154.77	\$ 1,219.89
117 (2010 Charger) ***	XXX	XXX					\$ 172.80	\$ 82.92	\$ 143.45	\$ 130.36	XXX	XXX	\$ 529.53
118 (2010 Charger) ***	\$ 177.00	\$ 146.91					\$ 210.84	\$ 273.92	\$ 184.97	\$ 238.65	\$ 148.64	\$ 188.25	\$ 1,569.18
122 (2017 Explorer)	\$ 140.11	\$ 139.46					\$ 65.72	\$ 147.47	\$ 128.78	\$ 148.66	\$ 81.76	\$ 110.23	\$ 962.19
119 (2014 Durango)	\$ 45.20	\$ 48.87					\$ 78.21	\$ 64.24	\$ 76.62	\$ 74.02	\$ 59.49	\$ 75.81	\$ 522.46
121 (2014 Charger)	\$ 106.86	\$ 215.16					\$ 159.64	\$ 197.97	\$ 150.01	\$ 159.67	\$ 129.27		\$ 1,118.58
65 (2014 Charger)	\$ 64.60	\$ 157.29					\$ 131.01	\$ 137.20	\$ 140.92	\$ 129.62	\$ 153.08	\$ 169.35	\$ 1,083.07
64 (2009 Chevy)	\$ 164.30	\$ 157.29					\$ 77.06	\$ 102.77	\$ 121.65	\$ 123.46	\$ 97.88	\$ 145.57	\$ 989.98
124 (2018 Explorer)	\$ 147.24	\$ 143.33					\$ 96.71	\$ 141.85	\$ 181.18	\$ 111.23	\$ 138.81	\$ 136.81	\$ 1,097.16
123 (2018 Explorer)	\$ 156.00	\$ 165.12					\$ 129.68	\$ 149.75	\$ 111.99	\$ 161.07	\$ 120.32	\$ 163.83	\$ 1,157.76
125 (2018 Explorer)	\$ 135.65	\$ 203.62					\$ 69.56	\$ 109.63	\$ 26.32	\$ 194.27	\$ 134.17	\$ 132.95	\$ 1,006.17
63 (2014 Explorer)	\$ 106.53	\$ 111.10					\$ 240.35	\$ 147.78	\$ 146.36	\$ 120.50	\$ 85.67	\$ 129.52	\$ 1,087.81
127 (2020 Explorer)	\$ 246.74	\$ 180.85					\$ 110.64	\$ 168.92	\$ 144.80	\$ 185.29	\$ 136.35	\$ 185.43	\$ 1,359.02
Fuel Total	\$ 3,339.78	\$ 4,120.41	\$ -	\$ 0.00	\$ -		\$ 3,550.57	\$ 3,505.46	\$ 3,833.32	\$ 3,628.96	\$ 3,413.19	\$ 3,825.27	\$ 29,216.96

FY 2020/2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Vehicle Maintenance													
100 (2006 300M) ***										\$ 13.89			\$ 13.89
101 (2014 Charger)							\$ 887.25					\$ 729.43	\$ 1,616.68
102 (2006 Charger) ***		\$ 221.80											\$ 221.80
103 (2017 Explorer)	\$ 285.86						\$ 128.00	\$ 64.42			\$ 10.90		\$ 489.18
104 (2020 Explorer)									\$ 130.50				\$ 130.50
105 (2007 Charger) ***							\$ 170.00				\$ 40.00		\$ 210.00
106 (2014 Charger)							\$ 6.25					\$ 56.75	\$ 63.00
107 (2014 Charger)		\$ 89.79					\$ 28.62					\$ 74.20	\$ 192.61
126 (2019 Durango)							\$ 1,439.19						\$ 1,439.19
109 (2018 Explorer)												\$ 64.95	
110 (2008 Magnum) ***									\$ 426.51				
111 (2010 Charger) ***								\$ 112.50	\$ 479.40	\$ 8.46		XXX	
112 (2008 Charger) ***												\$ 53.34	\$ 53.34
113 (2020 Explorer)		\$ 34.80										\$ 23.20	\$ 58.00
114 (2020 Explorer)													
62 (2020 F-150)									\$ 240.00				
66 (2016 Explorer)		\$ 31.80					\$ 680.93	\$ 57.25	\$ 32.50	\$ 89.88			\$ 892.36
116 (2008 Crown Vic) ***													
117 (2010 Charger) ***							\$ 751.96			\$ 499.35	\$ 321.54	XXX	\$ 1,572.85
118 (2010 Charger) ***		\$ 34.80					\$ 1,029.63		\$ 40.00			\$ 541.45	\$ 1,645.88
122 (2017 Explorer)													\$ -
119 (2014 Durango)									\$ 286.46				\$ 286.46
121 (2014 Charger)	\$ 539.70	\$ 75.98								\$ 1,643.74		\$ 550.00	\$ 2,809.42
65 (2014 Charger)	\$ 90.64								\$ 49.46	\$ 77.50			\$ 217.60
64 (2009 Chevy)							\$ 739.63						\$ 739.63
124 (2018 Explorer)	\$ 293.21						\$ 30.00			\$ 53.94		\$ 49.00	\$ 426.15
125 (2018 Explorer)		\$ 48.95					\$ 346.43		\$ 3,890.02			\$ 98.00	\$ 4,383.40
123 (2018 Explorer)		\$ 253.65					\$ 128.00		\$ 218.07				\$ 599.72
63 (2014 Explorer)	\$ 359.55								\$ 12.50			\$ 56.30	\$ 428.35
Total	\$ 1,568.96	\$ 791.57	\$ -	\$ -	\$ -		\$ 6,365.89	\$ 234.17	\$ 5,805.42	\$ 2,386.76	\$ 372.44	\$ 2,296.62	\$ 19,821.83

*** Indicates Vehicles over 100,000



**CITY OF FOUNTAIN INN
ROGER CASE REPORT TO COUNCIL
MONTH OF FEBRUARY 2021**

Animal Control

- ❖ \$ 0 received in reclaim/license fees
- ❖ 1 Police Incident Reports for Animal Control

Vehicle Expenditures

- ❖ \$ 4,123.78 in fuel cost
- ❖ \$ 24,384.96 in maintenance and repairs (truck 342 caught on fire. Insurance reimbursing city)

Solid Waste/Codes Enforcement

- ❖ 27 Trash containers delivered
- ❖ 2 notices left for broken containers/materials in container couldn't empty
- ❖ 16 noncompliance notices left (IPMC/furniture, tires, construction debris)
- ❖ 0 notice left for yard debris violations (yard debris in storm drains, etc.)
- ❖ 27 residents on backdoor service
- ❖ 61 residents set up on second container pick up

Recycle



2 recycle containers delivered for the month on Monday route
9 recycle containers delivered for the month on Tuesday route

1,940 lbs or 0.97 tons of recycle material picked up August 27, 2018
3,760 lbs or 1.88 tons of recycle material picked up September 2018
5,180 lbs or 2.59 tons of recycle material picked up October 2018
6,150 lbs or 2.96 tons of recycle material picked up November 2018
10,460 lbs or 5.23 tons of recycle material picked up in December 2018

TOTAL for 2018: (27,490 lbs or 13.63 tons)

8,840 lbs or 4.42 tons of recycle material picked up in January 2019
6,920 lbs or 3.46 tons of recycle material picked up in February 2019
7,080 lbs or 3.54 tons of recycle material picked up in March 2019
4/100 lbs or 2.05 tons of recycle material picked up in April 2019

9,080 lbs or 4.54 tons of recycle material picked up in May 2019
7,020 lbs or 3.51 tons of recycle material picked up in June 2019
7,420 lbs or 3.71 tons of recycle material picked up in July 2019
8,870 lbs or 4.39 tons of recycle material picked up in August 2019
8,720 lbs or 4.36 tons of recycle material picked up in September 2019
9,040 lbs or 4.52 tons of recycle material picked up in October 2019
9,040 lbs or 4.52 tons of recycle material picked up in November 2019
16,720 lbs or 8.36 tons of recycle material picked up in December 2019
TOTAL for 2019: 102,850 lbs or 51.38 tons

13,040 lbs or 6.52 tons of recycle material picked up in January 2020
10,160 lbs or 5.08 tons of recycle material picked up in February 2020
11,700 lbs or 5.85 tons of recycle material picked up in March 2020
14,420 lbs or 7.21 tons of recycle material picked up in April 2020
15,540 lbs or 7.77 tons of recycle material picked up in May 2020
20,320 lbs or 10.16 tons of recycle material picked up in June 2020
12,420 lbs or 6.21 tons of recycle material picked up in July 2020
13,700 lbs or 6.85 tons of recycle material picked up in August 2020
13,160 lbs or 6.58 tons of recycle material picked up in September 2020
TOTAL for Jan thru Sept: 2020 124,460 lbs or 62.23 tons

7,560 lbs or 3.78 tons of recycle material on Monday route for Oct 2020
6,860 lbs or 3.43 tons of recycle material on Tuesday route for Oct 2020
TOTAL for Oct 2020: 14,420 lbs or 7.21 tons

9,440 lbs or 4.72 tons of recycle material on Monday route for Nov 2020
11,360 lbs or 5.68 tons of recycle material on Tuesday route for Nov 2020
TOTAL for Nov 2020: 20,800 lbs or 10.39 tons

7,000 lbs or 3.5 tons of recycle material on Monday route for Dec 2020
8,800 lbs or 4.4 tons of recycle material on Tuesday route for Dec 2020
TOTAL for Dec 2020: 15,800 lbs or 7.9 tons

TOTAL FOR 2020: 175,480 lbs or 87.73 tons

6,860 lbs or 3.43 tons of recycle material on Monday route for Jan 2021
9,520 lbs or 4.76 tons of recycle material on Tuesday route for Jan 2021
TOTAL for Jan 2021: 16,380 lbs or 8.19 tons

6,320 lbs or 3.16 tons of recycle material on Monday route for Feb 2021
7,660 lbs or 3.83 tons of recycle material on Tuesday route for Feb 2021
TOTAL for Feb 2021: 13,980 lbs or 6.99 tons

Work Orders Completed

- ❖ Guys busy with work orders in Streets/Maintenance Department

- ❖ Sewer Department is completing storm drain work, rehab and cleaning up detention ponds

Street Lights Reported Out

- 1 Street Lights reported out to Duke Energy
- 0 Street Lights reported out to Laurens Electric

Work Orders Reported to SCDOT

- 1 work order requests sent to SCDOT

Current Staffing

- Public Works Director – Roger Case
- Assistant Public Works Director – Lori Cooper
- Solid Waste Supervisor – R Singleterry
- Assistant Solid Waste Supervisor- R Byrd
- CDL Drivers – R Lipscomb, R Joskoskie, J Costanzo, J Belcher
- Crew Worker –J Rice
- Maintenance Department- M Borczyk
- Sewer Supervisor – J Gooch
- Sewer Crew Worker – C Mason

Monday, March 08, 2021

Department: (Recreation)

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

Concluded a successful 2020-2021 Basketball season, with 8U/10U/12U championship games on Friday, February 26th.

8U All-Stars advanced to the Western District post-season tournament where they saw their season come to an end with a loss to Mauldin, who ended up winning the district.

10U All-Stars also advanced to the Western District post-season tournament where they too saw their season come to an end with a loss to Laurens.

12U All-Stars advanced to State Championships which will be held in Fountain Inn on March 6th. Fountain Inn will face the Western District Champion Mauldin. Anderson will face Bluffton.

2021 Spring Baseball & Softball Registration wrapped up on February 28th with a record number of 524 participants.

SUMMARY OF MONTHLY EVENTS.

Upcoming:

12U State All-Star Tournament, Saturday March 6th 12pm-5pm.

Softball evaluations for all 2nd-8th grade will be held on Tuesday, March 2nd at 6pm at the Emanuel Sullivan Sports Complex.

Baseball evaluations for 2nd-8th grade will be held on Thursday, March 4th at 6pm at the Emanuel Sullivan Sports Complex.

Ongoing Projects; Completed Projects:

Activities Center doors: they have been ordered, but are on back order.

OBSTACLES- COVID-19

CAPITAL REQUESTS- NONE

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

OPEN POSITIONS: Just hired Part-Time Sports Coordinator DJ Posey. He will begin work in the next week or two.



March Council

Current Projects/Tasks

Spring Market

- March 13th & 20th 10-3
- 45 + vendors each day
- Easter Bunny will be there on the 20th
- Vendors paid through Civic Rec-no Issues

44 City Serve/Clean Up Day

- April 10th 8:30-12
- Sign- ups are live
- Palmetto Pride has been contacted for supplies

Farmers Market

- May 22nd-Aug 27th 8-noon
- Vendors are signing up on the new Civic Rec site
- Senior preorder boxes
- Market activity plan i.e.: guest chefs, shred day, yoga in the park, kid's activities. All activities will follow COVID protocols as needed at the time.

We have 4 rentals in March.

Continuing to transfer all forms from Form Builder to Civic Rec

Working on Special Events and Farmers Market pages for Civic Engage

All the band contracts for SOS have been sent to the artists for signature.

Creating flyers/banners for upcoming events. The included hand-out will be available for pick up at the state 12 u all-star basketball tournament on March 6th and at the Spring Market.

Finalizing vendors and artists for Mac Arnold.

Grants

Submitted Bon Secour application for Farmers Market

Submitted AG South for FM

Sponsorship

Continuing to reach out for FM and SOS sponsors

Special Events Staff

www.fountaininnevents.com

110 Depot St. Fountain Inn, SC



MATTHEWS WEALTH MANAGEMENT



Fountain Inn Spring Market



Saturdays March 13 & 20 10 AM - 3 PM



15TH ANNUAL

Mac Arnold Cornbread & Collard Greens Blues Festival

110 Depot St. Fountain Inn, SC

April 24 4 PM - 10 PM



Fountain Inn Farmers Market

home grown. hand crafted.

May 22 - August 28

Saturdays 8 AM - 12 PM



110 DEPOT ST. FOUNTAIN INN, SC



Sounds of Summer

Fountain Inn, SC

FRIDAYS JUNE 4 - AUGUST 27 7 PM - 9:30 PM

110 Depot St. Fountain Inn, SC



SEPTEMBER 11

6 PM - 10 PM

Show off your bike, listen to live music by **Concealed Damage**, and enjoy great food from the Food Trucks

200 N. Main St. Fountain Inn SC, 29644



FOUNTAIN INN

Fall MARKET

September 18 - October 29

8 AM - 12 PM

Shop Local

110 Depot St. Fountain Inn SC, 29644



FOUNTAIN INN, SC



FRIDAYS

OCTOBER 1 - 29

7 PM - 9:30 PM

110 Depot St. Fountain Inn SC, 29644



Fountain Inn, SC

HALLOWEEN MOVIE NIGHT



October 30

7 PM - 9 PM

Wear your costume / Movie in the Park / Snacks
Bring a lawn chair & blanket

110 Depot St. Fountain Inn SC, 29644

#BESTINNSC



ZONING ADMINISTRATOR REPORT

Agenda Date: March 11, 2021



To: Mayor and City Council
From: Gregory Gordos, Zoning Administrator

Annexations/Rezoning

via **Planning Commission**

1 • FI 2021-009

- Public Hearing Date: 3/1/2021
- Address: 301 N. Main Street (facing Railroad St.)
- TMS: P/O 0344000201500
- Applicant/Owner: Tina Pollard, Lauren Davis
- **Current Zoning: R-15 Residential District**
- **Future Zoning: ~~R-M Residential, Multifamily~~
C-1, Central Business District**
- Motion: to Approve, 4-0



Permitting

via **Permit Specialist**

• **Feb 1 through Feb 28**

TOTAL CONSTRUCTION PERMITS: **43**

- SINGLE FAMILY DETACHED: **19**
- SINGLE FAMILY ATTACHED: 5
- OTHER NONRESIDENTIAL BLDG: 1
- ADDITIONS: 1
- REMODELING: 3
- ELECTRICAL: 4
- MECHANICAL: 1
- OCCUPANCY: 2
- SWIMMING POOL: 1
- ROOFING: 2
- SOLAR PANELS: 1
- SIGNS: 2

TOTAL VALUATION: **\$7,274,559.67**

INSPECTION REPORT TOTALS: **198 INSPECTIONS**

RESOLUTION

A RESOLUTION THAT DIRECTS THE PLANNING COMMISSION AND THE CITY ADMINISTRATOR REVIEW THE EXISTING ZONING ORDINANCE, THE LAND DEVELOPMENT REGULATIONS AND THE 2017 MASTER PLAN

WHEREAS, the Fountain Inn City Council has received public input for improving the zoning and comprehensive process described herein; and

WHEREAS, a comprehensive plan is designed to lessen traffic congestion; to secure safety from fire, panic, and other danger; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Greenville County planning staff last conducted a review of goals, objectives, and action items along with public meeting input and survey results to develop a draft plan and several future land use plans most recently in the year 2016; and

WHEREAS, Title 6, Chapter 29 of the South Carolina Code of Laws requires that the Comprehensive Plan be reviewed at least once every five years and updated at least once every ten years, but the growth in Fountain Inn dictates that this review occur now; and

WHEREAS, the City's Planning Commission is required by law to develop and maintain a planning process which will result in the systematic preparation and continual re-evaluation and updating of those elements considered critical, necessary, and desirable to guide the development and redevelopment of its area of jurisdiction; and

WHEREAS, a local comprehensive plan requires a population element which considers historic trends and projections, household numbers and sizes, educational levels, and income characteristics and a housing element which considers location, types, age, and condition of housing, owner and renter occupancy, and affordability of housing; and

WHEREAS, zoning is established to regulate the density and distribution of populations and the uses of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, to facilitate the adequate provision or availability of transportation, police and fire protection, water, sewage, schools, parks, other public services and requirements; and

WHEREAS, the population and housing stock within the City of Fountain Inn has increased dramatically since the adoption of the 2017 Master Plan; and

WHEREAS, Greenville County is projected to add over 160,000 new residents by 2040 and by one source, the City of Fountain Inn population is projected to grow a total of 25.25% over the next five years; and

WHEREAS, Ordinance No. 2017-005 that adopted the updated 2017 Master Plan for the City of Fountain Inn was adopted by City Council on July 12, 2017, the last significant change to the APPENDIX A – ZONING occurred by Ordinance TX 2016-001 adopted on August 11, 2016, and the last amendment to commercial and multifamily regulations occurred by ordinance adopted on April 12, 2011; and

WHEREAS, in light of the significant growth occurring in Fountain Inn, Council believes that the City Administrator and the Planning Commission should begin the process of reviewing the existing Zoning Ordinance, the Land Development Regulations and the 2017 Master Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FOUNTAIN INN, SOUTH CAROLINA:

The Fountain Inn City Council does hereby direct the Fountain Inn Planning Commission and City Administrator to review the existing Zoning Ordinance, the Land Development Regulations and the 2017 Master Plan and make recommendations for any needed changes or amendments and report the same to City Council.

DONE in Regular Meeting duly assembled this 11th day of March 2021.

SIGNATURE OF MAYOR:

George Patrick McLeer

APPROVED AS TO FORM:

David W. Holmes
City Attorney

ATTEST:

Sandra H. Woods
City Clerk

City of Fountain Inn

RESOLUTION 2021-004

A RESOLUTION TO APPROVE AND ADOPT A TEN-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE FOUNTAIN INN FIRE SERVICE AREA, GREENVILLE COUNTY, SOUTH CAROLINA

WHEREAS, the city of Fountain Inn (the City) has a contract with Greenville County (the "County") to provide fire suppression and other fire protection related services to county residents residing outside the City Limits (the "Fire Service Area"); and

WHEREAS, in order to provide the required services to meet the requirements of the contract and to meet the fire protection needs to the residents of the Fire Service Area certain capital improvements (the "Capital Improvement Program") must be undertaken; and

WHEREAS, proper planning and management for the provision of the fire services in the Fire Service Area requires a long range, ten year plan to keep up with and adequately respond to the growth and demand for service in the area; and

WHEREAS, it is the finding of the City Council, the Fountain Inn Fire Chief and the City Administrator that not only is the Capital Improvement Program necessary to adequately serve the needs of the residents of the Fire Service Area, but if implemented, will greatly enhance the level of those services; and

WHEREAS, the City provides a full time, professionally trained staff of firefighters certified as EMT's who continue to undergo rigorous additional training to be ready and skilled in fighting fires, saving lives and protecting property; and

WHEREAS, it is further finding of the City that the implementation of the Capital Improvement Plan will result in:

- Reduced response times for calls of service;
- Reduce ISO rating resulting in potential savings in homeowner's and commercial property insurance premiums;
- Enhance fire protection services being provided throughout the Fire Service Area; and
- The real potential for saving lives and increasing safety for firefighters.

NOW, THEREFORE, BE IT RESOLVED that Fountain Inn City Council hereby approves the Capital Improvement Plan for the Fire Service Area that is attached hereto and made a part hereof by reference.

IT IS FURTHER RESOLVED that the Mayor, City Council and the City Administrator design and carry forward a plan to implement the Capital Improvement Program and to seek adequate financing from Greenville County to fund the program.

DONE IN REGULAR MEETING THIS 11th DAY OF MARCH, 2021.

SIGNATURE OF MAYOR:

George Patrick McLeer, Jr.

ATTEST:

APPROVED AS TO FORM:

Sandra H. Woods

City Clerk

David W. Holmes

City Attorney



City of Fountain Inn
Fountain Inn Fire Department
Capital Improvement Program

Description	Funding Source	Actual	Projection										
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	
Brush Truck	General Fund Operating	-	-	-	-	-	-	-	-	-	-	101,800	-
Extrication Equipment	General Fund Operating	13,000	-	-	-	-	53,000	-	-	-	-	55,000	-
Headquarters - Renovation	General Fund - D/S	-	-	-	-	-	-	-	-	-	-	-	-
Mattress Replacement	General Fund Operating	-	-	-	-	10,000	-	-	-	-	-	-	-
Pick-Up Truck	General Fund Operating - Lease Purchase	-	-	-	-	-	-	40,000	-	-	-	-	-
Pumper Truck	GO Bonds - County Issued	-	-	-	700,000	-	-	-	-	-	-	-	-
Radio	General Fund Operating	-	-	-	-	-	-	-	70,000	-	-	-	-
Rescue Truck	General Fund - Lease Purchase	-	-	-	-	131,000	-	-	-	-	-	-	-
SCBA	General Fund - D/S	-	-	-	400,000	-	-	-	-	-	-	-	-
Station Alerting System	General Fund Operating	-	-	-	40,000	-	-	-	-	-	-	-	-
Station I Concrete Pad	General Fund Operating	-	-	10,000	-	-	-	-	-	-	-	-	-
Sub Station III	GO Bonds - County Issued	-	2,500,000	-	-	-	-	-	-	-	-	-	-
Thermal Imaging Camera	General Fund Operating	-	-	20,000	-	-	-	-	-	-	-	-	-
Training Center	General Fund Operating	-	-	20,000	-	-	-	-	-	-	-	-	-
Turn Out Gear (3 Sets)	General Fund Operating	12,000	12,000	13,800	14,214	14,640	15,080	15,532	15,998	16,478	16,972	17,481	
Hose Replacement	General Fund Operating	31,307	-	-	-	-	-	-	-	-	-	-	32,872
Roof Replacement - HQ/SII	General Fund Operating	44,204	-	-	-	-	-	-	-	-	-	-	-
Total		100,511	2,512,000	63,800	1,154,214	208,640	3,515,080	55,532	85,998	16,478	173,772	50,354	

General Fund Lease Purchase	Vehicle Replacement Plan - City Wide
General Fund Operating	General Fund Normal Operating Budget
General Fund - D/S	Requires the Issuance of Debt to Fund

Current Value of a Mill	\$	39,650.00
Current Operating Millage		29.4
Current Debt Millage		4.4
Proposed Operating Millage		3.29
Proposed Debt Millage		5.59
Total (Current + Proposed)		42.68

Impact on Residential Property with a market Value of \$100,000	\$	35.52	<u>4000</u>	0.0338	\$	135.20
			4000	0.04268	\$	170.72
					\$	35.52



REQUEST FOR COUNCIL ACTION

City of Fountain Inn, South Carolina

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

March 11, 2021

Regular City Council Meeting

Ordinance/First Reading Ordinance/Second Reading Resolution/First & Final Reading

Agenda Date Requested: March 11, 2021

Ordinance/Resolution Caption: An ordinance regarding rates, tariffs, and charges for Industrial customers of the Fountain Inn Natural Gas Department. And various provisions relating thereto.

Summary Background:

- Clarifies FING’s existing Firm Service Tariff for large industrial accounts and introduces a late payment charge of 1% of the amount due.
- Introduces three (3) new tariff options:
 1. Interruptible Service Rate
 2. Firm Transportation
 3. Interruptible Transportation

To provide clarity and consistency to our large industrial gas customers, we have clarified and better defined FING’s Firm Service Tariff, and we have added the industry standard 1% late payment charge fee. In addition, as we continue to grow and expect new industrial customers to require our services, we have created three (3) additional gas tariffs:

- Interruptible Service
- Firm Transportation
- Interruptible Transportation

Each of these tariffs is clearly defined and explain in the attachment to the ordinance. These new tariffs are commonly used in the gas industry and provide new and existing gas customers the ability to choose which tariff they would like to use (if they meet the requirements of the tariff), as well as help FING manage its gas purchases and deliveries during peak and non-peak periods.

Impact If Denied:

- It makes FING less attractive for new large industrial gas customers.
- It could discourage existing customers from using more gas or adjusting their usage.

Impact If Approved:

- It creates consistency and clarity for FING personnel and customers.
- It will offer new gas purchasing options for new and existing industrial customers.
- It brings FING to even standing with other gas utilities.

Financial Impact:

There is no direct financial impact to FI.

ORDINANCE

TITLE: AN ORDINANCE REGARDING RATES, TARIFFS AND CHARGES FOR INDUSTRIAL CUSTOMERS OF THE FOUNTAIN INN NATURAL GAS DEPARTMENT, AND VARIOUS PROVISIONS RELATING THERETO

WHEREAS, the City of Fountain Inn owns and operates a natural gas utility known as Fountain Inn Natural Gas (“FING”); and

WHEREAS, the City must operate FING in a financially feasible manner taking into account a number of factors to include the actual cost of doing business and to establish rates, tariffs and charges accordingly; and

WHEREAS, the Natural Gas Department has determined that it should adopt and implement an amended fee schedule for its industrial customers; and

WHEREAS, the City Council has determined that the City should adopt and approve the rates, tariffs and charges as shown on the attached schedule;

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

Section 1: The City of Fountain Inn does adopt the Natural Gas rates, tariffs and charges for industrial customers as shown on the attached schedule.

Section 2. 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 amendments authorized by this Ordinance in accordance with the conditions herein set forth.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 4. Repeal of Conflicting Ordinance. All ordinances, orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 5. Effective Date of the Ordinance. This ordinance shall become effective upon final approval by Council after second reading and signing by the Mayor.

DONE in Regular Meeting duly assembled this 8th day of April 2021.

SIGNATURE OF MAYOR:

George Patrick McLeer

ATTEST:

APPROVED AS TO FORM:

Sandra H. Woods
City Clerk

David W. Holmes
City Attorney

FIRST READING: _____
SECOND READING: _____



FOUNTAIN INN
NATURAL GAS

INDUSTRIAL CUSTOMERS Tariffs/Policies/Agreements

Abstract

To provide a clear and consistent guide in providing gas service to large industrial customers

Prepared by:

Eduardo Noriega Gas Director

January 2021.

Table of Contents

- Firm Service
- Interruptible Service
- Firm Transportation
- Interruptible Transportation



**NATURAL GAS
FIRM SERVICE RATE
SCHEDULE FR**

DEFINITION:

Firm services, also called uninterruptible services, are natural gas services that are intended to be always available. Firm service cannot be interrupted during adverse conditions, such as periods of high demand.

There are extreme cases when firm services may be interrupted, such as emergencies when system reliability is threatened and gas services to homes, schools, hospitals, and other essential parties are at risk of being lost.

The cost per unit for this service is called a Firm Rate (FR) and it is the highest cost rate Fountain Inn Natural Gas (FING) offers its customers.

APPLICABLE:

FR services are available to any industrial class of customer connected to the Fountain Inn Natural Gas system and whose estimated average yearly consumption is equal to or greater than 2,000 Dekatherms (Dths) per year. In addition, FING must have adequate facilities and capacity to provide the desired quantities of gas.

RATES LEVELS:

FT service rates are broken down into 4 different rate structures based on gas consumption and winter/summer load factors, plus a facility charge every month. The rates are Large Volume (LV) 1-4:

Rate Schedule*	Facility Charge	Delivery Charge	Cost of Gas
LV1	\$90	\$1.90	Calculated Monthly
LV2	\$90	\$2.15	Calculated Monthly
LV3	\$90	\$3.50	Calculated Monthly
LV4	\$90	\$3.85	Calculated Monthly

FING reserves the right to move customers between rate levels 1-4 based on each customer's consumptions and summer/winter load factors. Customers who are moved from one level to another will be notified in advance.

* Customers with gas loads greater than 120,000 Dths per year or 10,000 Dths per month on average will contact FING for *Delivery Charge* costs.

LATE PAYMENT CHARGE:

Unless bill is paid on or before 4 days after the due date as shown on bill, the account will be assessed a 1% of the amount due as a late fee.



**NATURAL GAS
FIRM SERVICE RATE
SCHEDULE FR**

DELINQUENT ACCOUNT FEE:

For accounts that have been assessed a late fee and have not paid by the cut-off date, which is ten (10) days after the late fee has been added, a delinquent account fee will be applied, and services terminated in accordance with FING's rules and regulations.

END OF DOCUMENT

**NATURAL GAS
INTERRUPTIBLE SERVICE RATE
SCHEDULE IR**

DEFINITION:

Interruptible service or “*not a guaranteed service*” is an arrangement where industrial customers with flexible energy needs agree to have their service interrupted or curtailed when needed. Customers with interruptible gas may have their service curtailed during periods of high demand, this ensures that high priority customers, like schools, hospitals, and residential homes, have enough gas to meet their needs.

During an interruption or operational flow order (OFO), businesses on this rate class will be required by Fountain Inn Natural Gas (FING) to turn to an alternate form of fuel, like heating oil or propane or get offline completely. Overage charges may be applied by FING if the customer’s consumption exceeds the allowed deliveries during an interruption.

APPLICABLE:

IR services are available to any industrial class of customer connected to the Fountain Inn Natural Gas system and whose estimated average daily consumption is equal to or greater than 1,000 Dekatherms (Dt) per day year-round on average.

PROGRAM REQUIREMENTS:

- Customers are required to execute a Service Agreement defining minimum and maximum quantities of gas to be delivered during the interruption period (OFO).
- Customers are required to remain on the interruptible rate for 12 consecutive months.
- Customers must purchase the necessary hardware and software package provided by FING to make possible monitoring of gas flows. In addition, the customer is responsible for all monthly fees and expenses associated with its software and hardware.
- FING, whenever possible, will give a minimum of two hours advance notice of the OFO.
- Customers **must** discontinue gas usage during the required period.
- Each gas interruption runs a minimum of 24 hours.
- Interruption will start at 9 a.m. eastern and end at 9 a.m. eastern the following day.
- Multiple interruption days in a row, over weekends and/or holidays are possible. There is no cap on number of interruptions FING may call.
- Alternative fuel sources are recommended but not required.
- Maintaining current contracts is required.

**NATURAL GAS
INTERRUPTIBLE SERVICE RATE
SCHEDULE IR**

RATES:

Interruptible Service offers qualified customers the opportunity for very attractive rates (compare to Firm Service) if the customer can operate its facilities using an alternative fuel or get offline.

Rate Schedule	Facility Charge	Delivery Charge/Dth	Cost of Gas
IR1	\$390	\$0.950	Calculated Monthly
IR2	\$390	\$1.075	Calculated Monthly
IR3	\$390	\$1.750	Calculated Monthly
IR4	\$390	\$1.925	Calculated Monthly

PENALTIES FOR NON-COMPLIANCE:

As soon as FING calls for an interruption of service, customers must make the necessary arrangements to reduce its gas consumption to the amount of gas agreed on the Service Agreement.

FING will electronically monitor gas consumption during the interruption period and reserves the right to terminate service (locking the meter) if customer fails to fall in compliance within 1 hour after receiving a warning for non-compliance from FING.

FING will assess a \$15 per dekatherm penalty for gas used over the agreed amount specified in the Service Agreement, in addition to the highest cost of gas for that day, and all surcharges and penalties assessed by the Transmission and Asset Management Companies.

LATE PAYMENT CHARGE:

Unless bill is paid on or before 4 days after the due date as shown on bill, the account will be assessed a 1% of the amount due as a late fee.

DELINQUENT ACCOUNT FEE:

For accounts that have been assessed a late fee and have not paid by the cut-off date, which is ten (10) days after the late fee has been added, a delinquent account fee will be applied, and services terminated in accordance with FING's rules and regulations.

END OF DOCUMENT



**NATURAL GAS
FIRM TRANSPORTATION RATE
SCHEDULE FT**

APPLICABLE:

To any industrial class of customer connected to the Fountain Inn Natural Gas system (System) and whose estimated average daily consumption is equal to or greater than 50 Dekatherms (Dt) per day:

- a. To the extent that the System and customer have adequate facilities and equipment available and in place for transporting and delivery of such volumes of gas.
- b. When a customer has executed a Transportation Service Agreement and the System agrees to transport and redeliver volumes of gas received for the Customer as specified therein.

CHARACTER OF SERVICE:

Customer will acquire and deliver natural gas supply to the System's city gate. The System will transport and redeliver the natural gas to the customer's meter on a firm basis. Firm redelivery services hereunder are contingent upon receipt of Transportation Gas from the customer at the City Gate, and it will be limited to the quantity of Transportation Gas nominated by the Customer at the City gate as specified in the Service Agreement.

MONTHLY RATE:

Rate Schedule	Facility Charge	Delivery Charge
FT 1-First 7,500 Dths	\$390	\$1.90 per Dth
FT 2-Next 7,500 Dths	\$390	\$1.25 per Dth
FT 3-Over 15,000 Dths	\$390	Negotiable

DETERMINATION OF DELIVERIES:

The volumes of gas transported pursuant to this schedule shall be the volumes delivered to the System by the customer at the System's City Gate.

If the Customer has service on more than one rate schedule, firm or interruptible sales gas delivered during the same period shall be billed as the first gas through the customer's meter each month. Transportation gas delivered hereunder shall be billed as the remaining gas through the customer's meter each month.

**NATURAL GAS
FIRM TRANSPORTATION RATE
SCHEDULE FT**

The Customer and the System shall establish a Maximin Daily Quantity (MDQ) which shall define the maximum amount of natural gas the System can receive and redeliver to the Customer. The MDQ shall remain in effect for the term of the Service Agreement.

BALANCING OF TRANSPORTATION VOLUMES:

Receipts and redeliveries of gas hereunder shall be at rates of flow uniform with the customer's consumption with no significant imbalances.

Any time the customer is consistently using more/less gas than is being delivered to the System for the customer's account, it shall be the customer's responsibility to bring its supply and requirements into balance. To pre-determine an allocation method, it is assumed that the System's gas supply is the first gas through the meter during any period. Any imbalances will be prorated among transportation customers.

In certain situations, and at System's sole discretion, customers may balance within 10% of their daily deliveries and within 5% of their monthly deliveries, or if conditions warrant, FING may communicate different tolerance percentages for either/or daily/monthly imbalance percentages to maintain the integrity of the system.

In instances where there is an over-delivery of supply, the System, at its option, may cash-out this over-supply and purchase any or all the excess volumes at a rate of 50 cents per dekatherm lower than the System supply's lowest cost of commodity supply that month.

In instances where there is an under-delivery of supply, the System, at its option, may cash-out this under-supply and sell any or all the deficit volumes to the customer at a rate of 50 cents per dekatherm higher than the firm sales tariff rate for that month.

In addition, the customer will also be charged imbalance penalties in instances where the System incurs imbalance or overrun penalties from the pipeline supplier due to the Customer's overruns or under-deliveries. These charges will be based on a prorated share of the total penalty attributed to the customer.

OPERATIONAL FLOW ORDERS (OFO):

The System reserves the right to lower the imbalance limits stated in the "Balancing of Transportation Volumes" section of this tariff or suspend transportation service entirely on any day, when in the System's sole opinion, its operating conditions are such that tighter tolerance limits or suspension of service is necessary.

**NATURAL GAS
FIRM TRANSPORTATION RATE
SCHEDULE FT**

Failure to comply with such direction within two (2) hours of the notice and continued unauthorized use may result in:

- 1) Penalties from the pipeline supplier
- 2) Penalties from asset managers
- 3) System penalty of \$15 per Dth of unauthorized use
- 4) Locking off the Customer's meter

LATE PAYMENT CHARGE:

Unless bill is paid on or before 4 days after the due date as shown on bill, the account will be assessed a 1% of the amount due as a late fee.

SPECIAL PROVISIONS:

1. The customer will operate within the guidelines required by the System's pipeline transporter. The customer, or its agent, shall inform the System, by e-mail or its agent, by 8:30 am of the working day prior to the day the gas is to be delivered, of the anticipated consumption level and the volume requested for delivery. At that time, the System, or its agent, shall inform the customer of any restrictions on the volume requested for delivery. Failure to provide daily nominations will result in the System using the same nomination for the Customer as the previous day.
2. The customer, or its agent, is responsible for all necessary arrangements and notification for the scheduling of transportation on the pipeline.
3. The customer must purchase the necessary hardware and software package provided by the System to make possible daily monitoring of gas flows. In addition, the customer is responsible for all monthly fees and expenses associated with its software and hardware. Customer agrees to grant free access (view only) to the System to the metering software to perform the necessary account balances.
4. Gas transported on this schedule shall be separately metered and shall not be used interchangeably with firm gas purchased on any schedule.
5. The term of the contract shall be for a term of not less than one year.
6. Customers must remain on this Tariff schedule for a period of no less than 12 months before switching tariffs or service.

**NATURAL GAS
FIRM TRANSPORTATION RATE
SCHEDULE FT**

7. All rate and tariff schedules are subject to the System's stranded costs provisions. Effective January 2021, a customer that switches from firm service to any other service or schedule is subject to a stranded cost adjustment to their bill.

This charge will be based upon, but not limited to, their usage characteristics, related supply requirements, related pipeline demand/reservation charges, stranded distribution investment and other related stranded costs created by the switching of service.

8. Operating agents of the customer (i.e., gas asset manager or marketer) shall be approved by the System in writing.

DELINQUENT ACCOUNT FEE:

For accounts that have been assessed a late fee and have not paid by the cut-off date, which is ten (10) days after the late fee has been added, a delinquent account fee will be applied, and services terminated in accordance with FING's rules and regulations.

END OF DOCUMENT

**NATURAL GAS
INTERRUPTIBLE TRANSPORTATION RATE
SCHEDULE IT**

AVAILABILITY:

This rate schedule is available to any industrial account for the interruptible transportation of gas through Fountain Inn Natural Gas (FING) facilities for Rate Schedule IT under the following conditions:

- (a) Customer shall provide FING a Maximum Daily Interruptible Transportation Quantity. Customer's estimated daily consumption equal to or greater than 1,000 Dekatherms (Dt) per day year-round on average.
- (b) Notwithstanding any other provisions hereof, FING shall receive, transport and redeliver only such quantities of customer's gas which FING in its sole judgment determines it can so receive, transport and redeliver after FING has satisfied the total requirements of its higher priority customers (Firm Delivery Services)
- (c) In the event FING determines that daily capacity curtailment is required on its system, all deliveries under Rate Schedule IT may be reduced or discontinued as necessary to maintain the integrity of the system and endure Firm deliveries.
- (d) During an interruption or operational flow order (OFO), businesses will be asked by FING to turn to an alternate form of fuel, like heating oil or propane or get offline completely.

CHARACTER OF SERVICE:

Customer will acquire and deliver natural gas supply to FING's city gate. FING will transport and redeliver the natural gas to the customer's meter on an interruptible transportation basis. Redelivery services hereunder are contingent upon receipt of Interruptible Transportation Gas from the customer at the City Gate, and it will be limited to the quantity of Interruptible Transportation Gas nominated by the Customer at the City gate as specified in the Service Agreement.

PROGRAM REQUIREMENTS:

- Customers are required to execute a Service Agreement defining minimum and maximum quantities of gas to be delivered during the interruption period (OFO).
- Customers are required to remain on the Interruptible Transportation rate for 12 consecutive months.

- Customers must purchase the necessary hardware and software package provided by FING to make possible monitoring of gas flows. In addition, the customer is responsible for all monthly fees and expenses associated with its software and hardware.
- FING will give a minimum of two hours advance notice of the OFO.
- Customers **must** discontinue gas usage during the required period.
- Each gas interruption runs a minimum of 24 hours.
- Interruption will start at 9 a.m. and end at 9 a.m. the following day.
- Multiple days in a row and weekends are possible.

RATES:

Interruptible Transportation Service offers qualified customers the opportunity for very attractive rates if the customer can purchase and transport their own gas, as well as operate its facilities using an alternative fuel or get offline.

Rate Schedule	Facility Charge	Delivery Charge
IR	\$250	Negotiable

LATE PAYMENT CHARGE:

Unless bill is paid on or before 4 days after the due date as shown on bill, the account will be assessed a 1% of the amount due as a late fee.

DELINQUENT ACCOUNT FEE:

For accounts that have been assessed a late fee and have not paid by the cut-off date, which is ten (10) days after the late fee has been added, a delinquent account fee will be applied, and services terminated in accordance with FING's rules and regulations.

END OF DOCUMENT



REQUEST FOR COUNCIL ACTION
City of Fountain Inn, South Carolina

March 11, 2021

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

Regular City Council Meeting

Ordinance/First Reading Ordinance/Second Reading Resolution/First & Final Reading

Agenda Date Requested: March 11, 2021

Ordinance/Resolution Caption:

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

Summary Background:

Z 2021-001 would rezone 0.64 acres TMS# 0344000201500 P/O from R-15, Residential District to C-1, Central Business District.

The Planning Commission voted unanimously (4-0) in favor of the rezoning at the March 1, 2021 meeting.

The property owner, Lauren Davis, spoke on the proposed rezoning. She stated the proposed use for the portion of property was to construct a triplex unit for her immediate family members (multigenerational housing).

The original request from the applicant to the Planning Commission was to rezone to R-M Residential, Multifamily. The Planning department staff report reflects this request and recommended approval. The Fountain Inn Planning Commission suggested the applicant change the zoning request to C-1 and the applicant consented to the change.

Impact If Denied:

The small portion of parcel would remain zoned R-15, Residential District. Only one single-family home may be constructed on parcels zoned single-family, and 301 North Main Street already contains a house on the property.

Impact If Approved:

The C-1, Central Business District (downtown) zoning category allows for all uses permitted in the R-15, R-12, R-10, and R-7.5 Single-Family Residential, and R-M, Multifamily Residential Districts. Therefore, a multifamily structure could be constructed on part of parcel per the applicant's intentions. A commercial retail, office, park, or parking lot could also be constructed in the C-1 zone.

The property is situated between a church facility, pharmacy, street R/W and railroad on three sides.

Financial Impact:

Minor. The portion of the property requesting rezoning is less than one acre. New construction results in building permits, sewer tap fees, and property taxes while also requiring an additional trash collection. The property is centrally located (across from City Hall) and already served by police and fire.

HEARING WILL BE A VIRTUAL ONLINE MEETING

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_TYMNCWKuSPONO43gCoB1mA

For those who would like to submit written public comment, please email greg.gordos@fountaininn.org

AGENDA

FOUNTAIN INN PLANNING COMMISSION

City Hall Council Chambers

Monday, March 1, 2021

6 PM, Zoom

Call to Order

Aaron Hood

Approval of Minutes (February 1, 2021)

FI-2021-002

WITHDRAWN BY APPLICANT

**Request: Annex and Zone to R-10, Residential District
Pine Ridge subdivision
Tax Map: 0342000100600, 28.7 acres
N. Nelson Drive**

Applicant:

Bluewater Civil Design obo Mark III Properties

City Staff Report

Greg Gordos, Zoning Administrator
Shawn Bell, City Administrator

Public Comment Period

Adjourn Public Comment Period

Board Discussion

FI-2021-004

Public Hearing

**Request: Annex and Zone to R-12, Residential District
Tax Map: 0562020100201, P/O 0562010102910, 139.2 acres
Parsons Road**

Applicant:

Gray Engineering

City Staff Report

Greg Gordos, Zoning Administrator
Shawn Bell, City Administrator

Public Comment Period

Adjourn Public Comment Period

Board Discussion

FI-2021-006

Public Hearing

Request: Subdivision Advisory Committee (SAC) Report
Tax Map: 0328000100400, 0328000100202, 0328000100203, P/O 0328000100302
Bryson Drive – Mulberry Estates

Applicant: Bluewater Civil Design

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

Public Comment Period

Adjourn Public Comment Period

Board Discussion

FI-2021-009

Public Hearing

Request: Rezone from R-15, Residential District to R-M, Residential Multifamily
Tax Map: PT 0344000201500, 0.64 acres
301 N. Main Street

Applicant: Lauren Davis, Tina Pollard

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

Public Comment Period

Adjourn Public Comment Period

Board Discussion

FI-2021-010

Public Hearing

Request: Rezone from R-15, Residential District to R-M, Residential Multifamily
Tax Map: 0363000100400, 0363000100101, 0363000100103, 0363000101600
Knight Street (SC-418) & Cannon Avenue

Applicant: Tina Tabares

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

Public Comment Period

Adjourn Public Comment Period

Board Discussion

Adjourn

**STAFF REPORT
TO THE FOUNTAIN INN PLANNING COMMISSION
FROM PLANNING & DEVELOPMENT STAFF
MARCH 1, 2021**

DOCKET NUMBER: FI-2021-009

**APPLICANT/
PROPERTY OWNER:** Tina Pollard
Laura Davis

PROPERTY LOCATION: 301 N. Main Street (Railroad Street)

TAX MAP NUMBER: P/O 0344000201500

ACREAGE: ~ 0.64

EXISTING ZONING: R-15, Residential District

REQUESTED ZONING: R-M Residential, Multifamily District

Existing Land Use: Single-family Residential

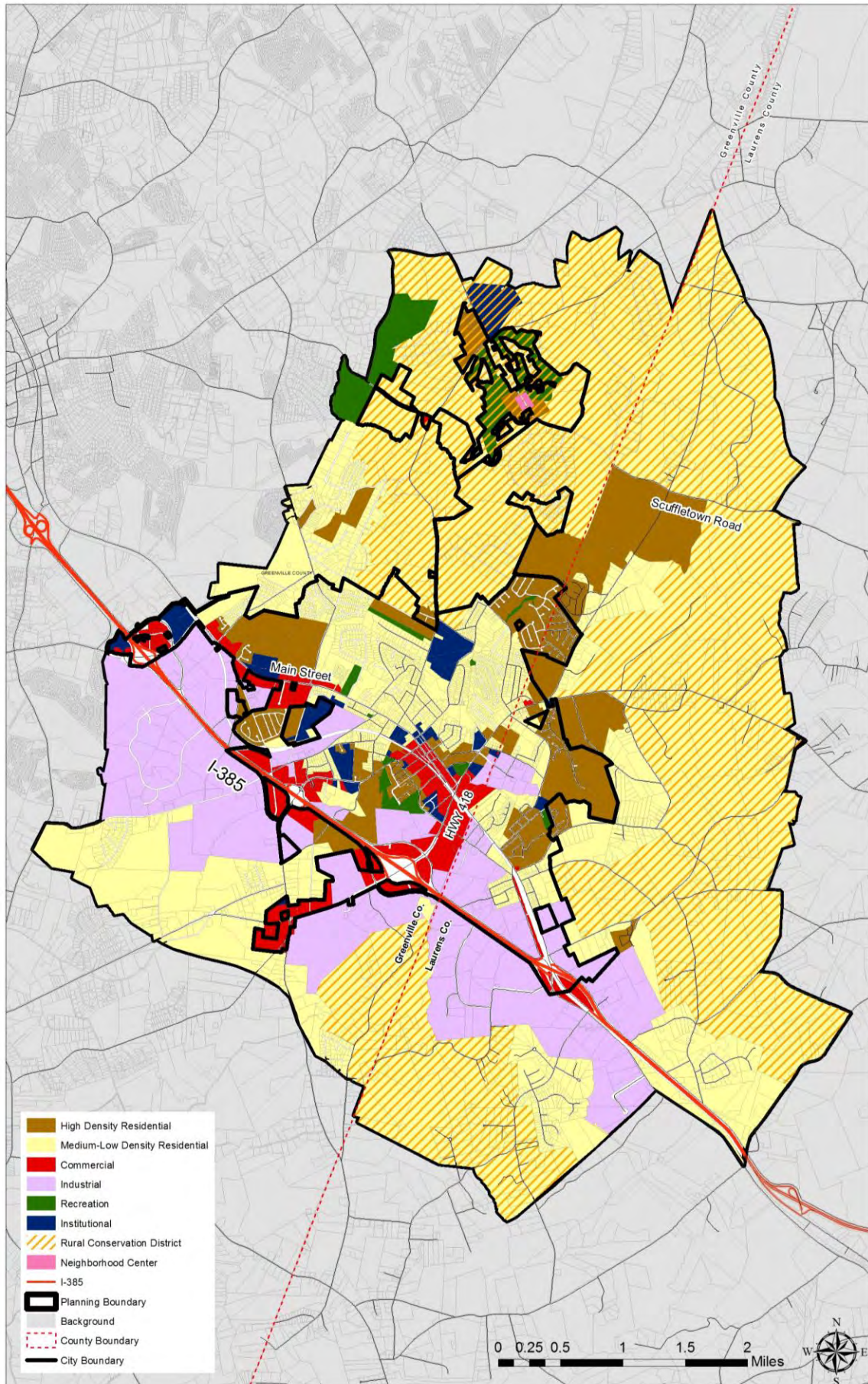
Adjacent Land Use: North: Single-family Residential, Institutional
East: Institutional
South: Commercial
West: Single-family Residential

Adjacent Zoning: North: R-15, Residential District
East: C-1, Central Business District
South: C-1, Central Business District
West: R-15, Residential District; R-M Residential, Multifamily

Zoning Map (Subject Area):



Future Land Use Map:



on Railroad Street, looking north (Google Maps)



Railroad Street, looking northeast from CVS (Google Maps)



ANALYSIS:

The subject property is located on Railroad Street, the rear portion of 301 North Main Street. CVS and Subway businesses are directly adjacent downtown and zoned C-1, Central Business District. City Hall is directly across Main Street from the residence. Fountain Inn Presbyterian adjacent to the back half of the property.

The parcel has been surveyed and the owner's intent is to divide the parcel in two – the residence at 301 N. Main to remain R-15 and the new rear parcel to be rezoned.

The property is currently zoned R-15, Residential District, as are properties up the road on North Main. Properties down the road are within the Central Business District zone C-1. One property zoned R-M, Residential Multifamily, would be adjacent if not for the road and railroad tracks.

The subject property (entire tax parcel) is recommended for *Medium-Low Density Residential* land uses on the Future Land Use Map, as included in this report.

Medium-Low Density Residential

Definition: Medium-Low Density Residential is shown as any single-family residentially zoned district that is 3.6 units per acre or less in density. Land used primarily as agriculture is largely associated with a residence and is represented as part of this category.

The applicant is requesting R-M, Residential District zoning. This would be considered High Density Residential per the 2017 Future Land Use Map. The proposed rezoning would not be consistent with the 2017 Master Plan's recommendation for the parcel at 301 N. Main Street. This Map is considering the entire tax parcel, not just the rear portion surveyed.

R-M Residential, Multifamily District allows for up to 14.5 units per acre. The area subject to rezoning is only 0.64 acres (28,000 sf) but would allow over a half dozen units if rezoned and constructed as multifamily. R-M zoning allows for multifamily homes, townhomes, and R-7.5 density single-family homes: the applicants are still determining the housing product for the property. Originally, an ADU or Accessory Dwelling Unit was intended for the new parcel, as only one residence is allowed on one parcel of land under single-family zoning. Staff is supportive of ADU's and with political support would like to allow them in future code changes.

Section 7:3. - Relationship of Buildings to Lots.

There shall be not more than one principal residential building and its accessory buildings on one lot, except as provided in Article 5.

The proposed rezoning for part of parcel is adjacent to only one other parcel zoned R-M Residential, located on Fairview Street. Therefore it is contiguous to another similarly zoned parcel. In addition, the parcel is surrounded by either commercial or institutional (church) uses on either side at the rear of the parcel. Development or change in use, if along Railroad and not Main Street, should not impact the single-family detached character of the North Main area.

The home at 301 North Main itself should remain as-is, but expanding the Central Business District and/or allowing higher densities so close to downtown Fountain Inn should be encouraged where appropriate. Staff feels infill housing on Railroad Street would meet that requirement. Zoning to C-1, Central Business District would be appropriate as well.

STAFF RECOMMENDATION: Approval

AN ORDINANCE

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

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

WHEREAS, The Fountain Inn Planning Commission conducted a public hearing on the re-zoning petition and after having duly considered same and the receiving a staff report voted to approve the re-zoning request from R-15, Residential District to C-1, Central Business District;

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

SECTION 1: That the real property referred to herein is described fully in Docket Number FI-2021-009 and is located at 301 N. Main Street, containing approximately 0.64 acres, Greenville County Tax Map 0344000201500 P/O, located in the City of Fountain Inn, South Carolina and more fully described on Exhibit A attached hereto and made a part hereof by reference.

SECTION 2: The Property is hereby rezoned from R-15, Residential District to C-1, Central Business District.

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

DONE IN REGULAR MEETING THIS ___ DAY OF _____, 2021.

SIGNATURE OF MAYOR:

George Patrick McLeer

APPROVED AS TO FORM:

David W. Holmes
City Attorney

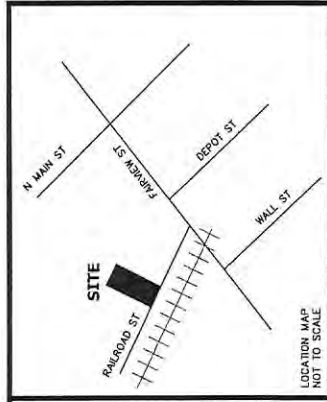
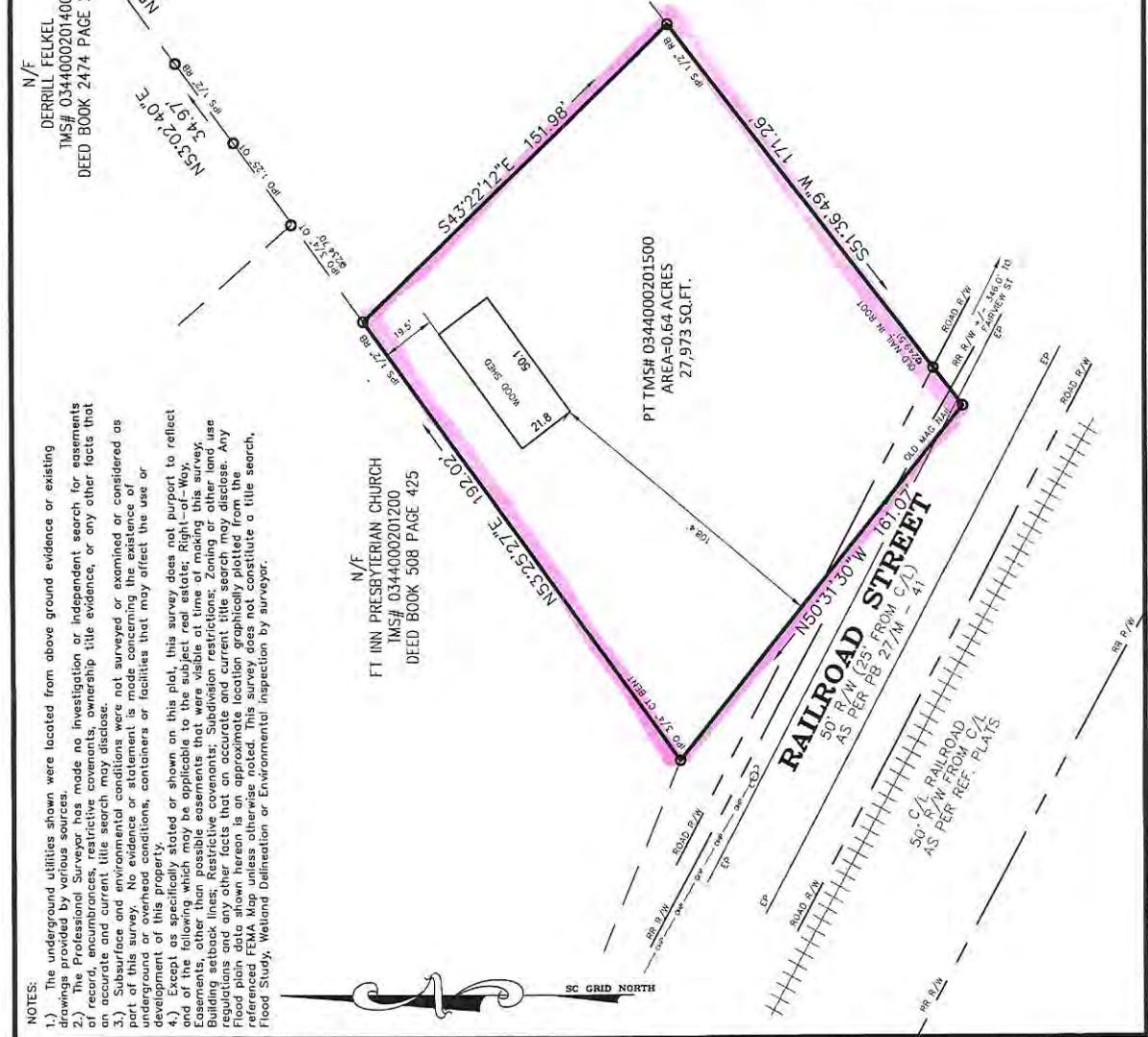
ATTEST:

Sandra H. Woods
City Clerk

FIRST READING: _____
SECOND READING: _____

NOTES:

- 1.) The underground utilities shown were located from above ground evidence or existing drawings provided by various sources.
- 2.) The Professional Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that would affect the use or enjoyment of the property.
- 3.) Surface and current environmental conditions were not surveyed or examined or considered as part of this survey. No evidence or statement is made concerning the existence of underground or overhead conditions, containers or facilities that may affect the use or development of this property.
- 4.) Except as specifically stated or shown on this plat, this survey does not purport to reflect any other facts that may be applicable to the subject real estate. Right-of-Way, Easements, other than possible easements that were visible at the time of making this survey, and any other facts that an accurate and current title search may disclose. Any Flood plain data shown hereon is an approximate location graphically plotted from the referenced FEMA Map unless otherwise noted. This survey does not constitute a title search, Flood Study, Wetland Delineation or Environmental inspection by surveyor.



I, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE PROFESSIONAL SURVEYOR'S MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

CITY OF FOUNTAIN INN
 PLANNING COMMISSION
 200 NORTH MAIN STREET
 FOUNTAIN INN, SC 29644
 ZONING REGULATIONS REVISOR: *Logg, J. Corbett*
 9-21-2020

FILED IN GREENVILLE COUNTY, SC
 Tina M. Pollard
 Lauren M. Davis
 Greenville County, South Carolina

SC CVS PHARMACY LLC
 TMS# 0344000201800
 PLAT BOOK 1038 PAGE 65

Jack R. Poynter, Jr.
 Registered Land Surveyor
 228 Raven Falls Lane
 Simpsonville, SC, 29681
 Phone: (864) 505-4177

Scale: 1" = 40'
 Date: 9/10/20
 Reference Deed: 2496 page 4008
 Reference Plat: 12/A page 79

Drawn by: JRP
 Project #: 1810

Professional Surveyor Seal: SOUTH CAROLINA PROFESSIONAL SURVEYORS No. 16502
 Jack R. Poynter, Jr. SCD 16502



REQUEST FOR COUNCIL ACTION
City of Fountain Inn, South Carolina

March 11, 2021

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

Regular City Council Meeting

Ordinance/First Reading Ordinance/Second Reading Resolution/First & Final Reading

Agenda Date Requested: March 11, 2021

Ordinance/Resolution Caption: Approval of Clinton-Newberry Gas (CCNGA) Interconnect Agreement.

Summary Background:

The Fountain Inn Natural Gas Department has proposed a two-phase project to provide a second gas feed to the system.

Phase I

FING solicited bids for the design, construction, and installation of a new natural gas interconnecting station between FING and CCNGA. The purpose of the station is to provide a back feed to the entire FING system in the event of an emergency shutdown by our current gas supplier or another type of emergency that would compromise the delivery of gas to almost 10,000 customers.

The low bid of \$93,100 was submitted by IGM. In addition, there will be an additional \$15,000 to \$20,000 for misc. incidentals not part of the bid, but necessary to complete the work:

- Security Fencing
- Station protection (steel piles around it)
- Establishing electrical service by Laurens Electric
- Inlet and outlet valve installations
- Computer hardware/software

The cost for the station came well below the \$200,000 budgeted.

Phase II

Installation 5,200 ft. of 6" high-pressure steel at an estimated cost of \$650,000. Phase II if approved is scheduled for completion in November 2021.

Impact If Denied:

FING will not have a backup supply to provide gas in the event of an emergency shutdown by our current gas supplier or another type of emergency that would compromise the delivery of gas to almost 10,000 customers.

Impact If Approved:

FING will be able to guaranty gas delivery to our customers.

Financial Impact:

The total cost is estimated at \$763,000.

NATURAL GAS SALE, PURCHASE,
AND INTERCONNECTION
AGREEMENT

BETWEEN

CLINTON-NEWBERRY NATURAL GAS
AUTHORITY

AND

THE CITY OF FOUNTAIN INN, SOUTH
CAROLINA

DATED

March 1st, 2021

NATURAL GAS SALE PURCHASE AND INTERCONNECTION AGREEMENT

THIS NATURAL GAS SALE AND PURCHASE AND INTERCONNECTION AGREEMENT (“Agreement”) is entered into this 1st day of March, 2021, by and between **CLINTON-NEWBERRY NATURAL GAS AUTHORITY, hereinafter referred to as “Seller,” first party, and THE CITY OF FOUNTAIN INN, SOUTH CAROLINA, hereinafter referred to as “Buyer,” second party.**

WITNESSETH

WHEREAS, Buyer is a South Carolina municipal corporation and body politic that owns and operates a local natural gas distribution company known as Fountain Inn Natural Gas which needs a supplemental natural gas supply; and

WHEREAS, Seller is a body corporate and politic of perpetual succession that owns and operates a local transportation and distribution company in South Carolina which supplies natural gas for residential, commercial, and industrial, firm and interruptible and accepts natural gas delivery into South Carolina from Transcontinental Gas Pipeline Corporation (“Transco”) and Carolina Gas Transmission (“CGT”); and

WHEREAS, Buyer currently obtains natural gas from Transco and CGT but needs a additional supply of natural gas in the event that its current supply is interrupted and/or its need to natural gas exceeds its current supply; and

WHEREAS, Seller agrees to supply and Buyer agrees to purchase natural gas under the mutual terms and conditions set forth herein; and

WHEREAS, Buyer will need to construct at its expense an interconnect station and install a pipeline from the interconnect station (“Facilities”) to its existing facilities as set forth herein;

NOW, THEREFORE, Seller and Buyer agree as follows;

ARTICLE I – TERMS OF THE AGREEMENT

This Agreement shall be effective as of the date Buyer becomes a customer of Seller and shall remain in force and effect for Three (3) consecutive years from the date Buyer completes the construction of the Facilities as set forth herein and becomes a customer, provided Seller’s sales obligations and Buyer’s corresponding obligations shall commence as set forth below. In addition, C-NNGA agrees to provide service via this facility for ten (10) years from the date of this Agreement. This agreement shall automatically renew for successive terms of Three (3) consecutive years unless Seller or Buyer gives ninety (90) days prior written notice of their intent to renegotiate or terminate.

This agreement shall be for delivery of natural gas to the Buyer on an Interruptible basis. Buyer agrees that the Seller retains all rights to curtail delivery to the Buyer when such delivery may jeopardize the ability of the Seller to maintain a safe and dependable gas supply gas to its own system. Notification of any such curtailment shall be made to the Buyer as soon as possible and curtailment will begin no later than 4 hours after notice is delivered under standard curtailment protocol. In the event of emergency that impacts the pipeline, Seller retains the right to curtail delivery immediately after notification. Curtailment of any customers on the Sellers system will be determined by Seller dependent upon System need and may be enacted on an individual customer basis. If a full curtailment of all customers is deemed necessary, the seller reserves the right to prioritize the curtailment of its customers in order, as follows:

Curtailment Schedule

1. Tier 1 Curtailment = Transportation
2. Tier 2 Curtailment = Interruptible 4
3. Tier 3 Curtailment = Interruptible 3
4. Tier 4 Curtailment = Interruptible 2
5. Tier 5 Curtailment = Interruptible 1

Buyer as defined in this agreement is classified as an Interruptible 4 customer for curtailment.

ARTICLE II – RATES AND CHARGES FOR SUPPLY

1. Buyer shall pay Seller each month, as invoiced, the sum of the following charges:
 - a. Facility Charge: the product of \$275.00 per month for the maintenance on the meter station serving Buyer's Facilities.
 - b. Natural Gas Commodity Charge (Interruptible): Seller's actual daily cost of the natural gas delivered to Buyer, including all fuels and transportation charges, to Seller's city-gate plus \$2.00 per dekatherm.
 - c. The monthly charge for the provision of electricity to the interconnect station portion of the Facilities.
2. Seller currently publishes a rate schedule for its supply of natural gas. The Buyer understands and agrees that the rates charged by Seller may be modified on a Monthly basis.

ARTICLE III – FORCE MAJEURE

The term "Force Majeure" shall mean:

- (a) Any event or occurrence not within the reasonable control of and not caused by the Party claiming excuse of non-performance, and which by the exercise of due diligence such Party is unable to overcome, including without limitations, acts of God, strikes, lockouts, or other industrial disturbances, epidemics, landslides, lightning, earthquakes, fire, storms, floods, washouts, arrest and restraints of rulers and people, arrest and restraints of Government (federal, state, or local), civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe.
- (b) Force Majeure does not include:
 - (i) The inability of Seller to obtain natural gas;
 - (ii) Change in market price of natural gas;
 - (iii) Failure of pipelines to provide transportation, including curtailment or interruption by third party pipelines of either firm or interruptible transportation service unless such curtailment or interruption was the result of any event of a Force Majeure as described in this Section.

ARTICLE IV – NATURAL GAS QUALITY, TEMPERATURE, AND PRESSURE

- (iv) All-natural gas to be delivered will of the same quality and specs as it is received from Transco or CGT

ARTICLE V - INTERCONNECTION

1. In order for Seller to supply natural gas to Buyer, Buyer must construct the Facilities. **Facility design must be approved by the Seller in writing, prior to construction.** Seller does hereby grant permission for Buyer to connect to its natural gas supply at the corner of Hunts Bridge Rd. and Ridgecrest Dr., Fountain Inn, SC (34°40'28.4"N; 82°10'10.4"W).
2. Buyer will design, fabricate, and construct, at its sole cost and expense, the Facilities needed to secure the supply of natural gas from Seller. The estimated cost of the Facilities is \$750,000.00.
3. Seller shall be responsible for and provide normal, customary, and routine maintenance on the interconnect metering and flow control facilities. This maintenance cost is covered by the facility charge specified in Article II.
4. The cost to perform any upgrade or expansion of the Facilities by the Seller will be paid by Buyer with Buyer's prior consent and approval. Any upgrades or expansions made by the Buyer to the Seller's facilities will be paid for by the Buyer and must be approved by the Seller in writing, prior to construction.
5. Seller shall supply, at its sole cost and expense, qualified personnel to operate and perform work on the metering and flow control portion of the Facilities. Maintenance Responsibility of the seller includes all pipe, controls, and

- equipment upstream of the valve designated as the custody transfer point. This custody transfer point shall also include an approved method to isolate the cathodic protection of the Seller from that of the Buyer. This custody transfer point shall be oriented between the Seller's Measurement facility and the buyers pressure control facility to provide a point of isolation from one to the other.
6. Buyer shall supply, at its sole cost and expense, qualified personnel to operate and or perform work on the pressure control portion of the Facilities. Maintenance Responsibility of the Buyer includes all pipe, controls, and equipment downstream of the valve designated as the custody transfer point.
 7. Seller shall install monitoring equipment on the Facilities and shall provide the Buyer access to facilities data such as flow, pressure, and temperature solely for the purpose of viewing information about the Facilities. Buyer shall pay Seller the cost of the equipment to access that system.

ARTICLE VI- TAXES

In the event any of the sales of natural gas hereunder are exempt from or not subject to any particular tax(es), then Buyer shall provide Seller with all necessary documentation within thirty (30) days after becoming a customer of this agreement, then Buyer shall indemnify, defend and hold Seller harmless from any liability with respect to such tax(es) from which Buyer is exempt.

ARTICLE VII – BILLING AND PAYMENT

Invoice Date and Charges

By the 10th day of each calendar month following the month in which natural gas was purchased (Billing Month), Seller shall provide Buyer with written statement setting forth amounts due hereunder with respect to services during the month, and other charges due Seller hereunder.

Payment Due

Buyer shall remit any amounts due by the later of the 15th day after the statement was received or the 25th day of the calendar month in which the statement was received, or if such day is not a business day, the next business day (“Due Date”). Payment of all funds shall be made by wire transfer or U.S. mail, addressed to Seller's P.O. Box.

Late Payments

Subject to the provisions in Article VI Billing Disputes, if Buyer fails to remit any amounts in full on the Due Date, or if any adjustments are made under this agreement, including but not limited to adjustments as a result of the resolution of a billing dispute, one and a half percent (1.5%) on the unpaid portion shall accrue and be added to the amount for payment in full.

Billing Disputes

If Buyer, in good faith, reasonably disputes the amount of any billing or part thereof, Buyer may withhold payment of such disputed amounts provided Buyer pays Seller the undisputed amounts and notifies Seller of the dispute not later than the due date. In the event Buyer so disputes amounts owing, Buyer must provide Seller within three (3) business days of the due date a statement with particulars of the dispute including the calculations with respect to any errors or inaccuracies claimed. Should Buyer fail to timely provide the evidence of the billing errors claimed, the disputed amounts shall be owed with one and half percent (1.5%) if after due date. Should Buyer provide required information, upon the ultimate determination of the disputed portion of the statement, which determination shall be made no later than thirty (30) days from the date of notice of dispute, if Buyer has underpaid the amount actually due, buyer shall remit amount due within ten (10) days after the determination of such underpayment. If Buyer has overpaid the amount actually due, Seller shall refund the Buyer the overpaid amount within ten (10) days after the determination of such overpayment. Buyer Shall be subject to Sellers disconnect policy for all balances not paid in full by the Due Date, unless Seller agrees to extend disconnect date.

Credit

Buyer shall establish and maintain credit satisfactory to Seller during the term of this agreement using which ever credit agency the Seller chooses to use.

Billing and Payment Adjustments; Unresolved Disputes

No adjustments for any billing or payment shall be made after the lapse of twelve (12) months from the rendition thereof, and any disputes not resolved pursuant to terms of this Article VI shall be without recourse, unless litigation related thereto has been commenced prior to such lapse.

ARTICLE VIII – NOTICES

Any notice, request, demand, statement, or bill provided for this agreement, or any notice which a Party may desire to give to the other, shall be in writing and directed to the Parties as follows (or as subsequently directed by a Party):

- (a) If to Seller for payment:
Clinton-Newberry Natural Gas Authority
Post Office Box 511
Clinton, South Carolina 29325
Attention: Accounts Payable
Telephone: (864) 833-1862
Fax: (864) 833-6598

If to Seller for all other purposes:
Clinton-Newberry Natural Gas Authority

Post Office Box 511
Clinton, South Carolina 29325
Attention: General Manager
Telephone: (864) 833-1862
Fax: (864) 833-6598

(b) If to Buyer for invoice:
Fountain Inn Natural Gas
100 S Weston Street
Fountain Inn, SC 29644

If to Buyer for all other purposes:
Fountain Inn Natural Gas
100 S Weston Street
Fountain Inn, SC 29644

All notices, requests, consents and other communications required hereunder shall be in writing and shall be personally delivered (including Express Mail, Federal Express, or similar reputable overnight courier service) or mailed by First Class Registered or Certified Mail, return receipt requested, postage prepaid, at the addresses set forth above. The effective date of such notice or communication shall be the date of delivery, or, if mailed by certified or registered mail, the date of deposit in a regular depository for the United States mail.

Either Party may from time to time designate as the address for notification or payment hereunder any other address of its choice by delivered or written notice to the other Party.

ARTICLE IX – SUCCESSORS AND ASSIGNS

Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Seller or Buyer, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this agreement. No other assignment of this agreement or any rights and obligations hereunder shall be made unless the prior written consent of the non-assigning party is first obtained. Seller or Buyer may pledge or assign its respective right, title, and interest under this agreement to a trustee(s), individual or corporation, as security for bonds or other obligations or securities.

ARTICLE X – MISCELLANEOUS

Confidentiality of Term

The terms of this agreement and the results of any audit conducted hereunder shall not be disclosed to any non-Party except when the disclosure is (a) required by law; (b)

requested by either Party's independent public accountants; (c) required pursuant to a loan agreement; (d) required to be disclosed in connection with the prosecution or defense of any litigation; or (e) is otherwise agreed in writing to be disclosed. This paragraph shall survive the termination of this agreement for a period of Five (5) years following termination.

Conduct of Parties' Business

Each Party in the performance of this agreement is engaged in an independent business and nothing herein contained shall be construed as giving either Party any right to control the other Party in any way in the performance of other Party's employees, representatives, agents, or contractors on any level. All employees, representatives, agents, or contractors of the Party on any level shall be entirely under the control and direction of the Party, which shall be solely responsible for their actions and omissions.

No Third-Party Beneficiary

Nothing in this agreement shall entitle any person other than Buyer or Seller, or their successors or assigns, to any claim, cause of action, remedy, or right of any kind related to the agreement.

Waivers

No waiver by either Party of its rights or of any default by the other Party under this agreement shall operate or be construed as a continuing waiver of such rights or as a waiver of any default, whether of like or different character. Any change, modification, amendment, or alteration to this agreement shall be in writing and signed by the Parties hereto and no course of dealing between the parties prior or subsequent to the date of this agreement shall be construed to change, modify, amend, alter, or waive the terms hereof.

Headings

The headings of the Articles, and Paragraphs of this agreement are for convenience of reference only and shall not constitute part, nor modify, define, or limit any of the terms or provisions, hereof.

CHOICE OF LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SOUTH CAROLINA (WITHOUT REGARD TO CHOICE OF LAW PROVISIONS)

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES RELATED TO OR ARISING UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT OR TORT, EXCEPT TO THE EXTENT NECESSARY TO INDEMNIFY A PARTY FOR LIABILITY TO A THIRD PARTY.

Representation and Warranties Buyer and Seller each, with respect to itself only, represents and warrants that (i) such Party has full corporate power and authority to execute, deliver and perform this agreement, (ii) the execution, delivery and performance of this agreement by such Party has been duly and validly authorized by all necessary corporate action, and (iii) such Party has duly executed and delivered this agreement, which constitutes the legal, valid and binding obligation of such Party in accordance with its terms, subject to (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law, and (b) bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership, or other similar laws relating to or affecting creditors' rights generally.

The Parties have executed this agreement to be effective as of the date first indicated in Article I above.

ACCEPTED AND AGREED TO:

CLINTON-NEWBERRY NATURAL
GAS AUTHORITY

City of Fountain Inn, South Carolina

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Title: _____

Russell Alan Slatton

11 January 2021

Mr. Shawn M. Bell
200 N. Main Street
Fountain Inn, SC 29644

Dear Mr. Bell:

Please accept this letter and my attached resumé as evidence of my enthusiastic interest in serving as the next Director of Public Works for the City of Fountain Inn.

Upon retiring from the U.S. Navy after 27 years of service and advancement, I began looking for new challenges in the workforce. After a short transition, I was fortunate enough to get the opportunity three years ago to come to Hartsville and serve as the city's Public Services Director.

I was initially tasked with overseeing two divisions within the city's operations, utilities and sanitation. But after a very short period, I was able to demonstrate my leadership and management acumen, which led to the two divisions operating much more efficiently than when I first arrived. As a result of my demonstrated leadership, I was soon given more responsibilities so that I now oversee 48 full-time personnel, over a third of city staff, comprised of five divisions within the Public Services Department.

Over the course of my career, I have proven time again my ability to set goals for myself and my organization and then achieve those goals. I have proven my ability to take on new responsibilities that are initially unfamiliar, learn from them and move forward. And although I have served in local government for a short while, I believe my professional experience, leadership skills and personal drive make me well-suited to become your Director of Public Works and help you and the city council keep Fountain Inn moving in the right direction.

I look forward to the opportunity to meet with you to discuss how I can better serve you and the citizens of Fountain Inn.

Sincerely,

R. A. SLATTON

Russell Alan Slatton

PROFESSIONAL EXPERIENCE AND SELECTED ACHIEVEMENTS

City of Hartsville

Public Services Director — March 2017 - Present

- **Reorganized public services and parks and recreation departments** from flat organizational structures into hierarchical organizations.
Result: Higher accountability for employees and more-timely day to day decision-making with operations handled at the supervisor level while enabling management to focus on higher-level planning.
- **Researched, developed and implemented a four-day sanitation schedule.**
Result: More efficient and timely collections which allows crews to also collect yard debris and perform preventative maintenance work without increasing operating costs.
- **Orchestrated the initial brokerage of the Pine Ridge Pump Station refurbishment.**
Result: Laid the ground work for Duke Energy to pay 100% of the refurbishment costs of the Pine Ridge Pump Station which saved the city \$1.6 Million in construction costs and created a new source for waste water revenues over the next five years.
- **Oversaw multiple city construction projects.**
Result: Oversaw a variety of construction projects ranging from waste water system upgrades to construction of the public services building, playgrounds and multiple repairs that have kept city assets new, fresh and functioning properly.
- **Initiated first-in-city capital project planning process for infrastructure needs.**
Result: Critical assessment of future infrastructure needs to meet projected growth in next 5-10 years. Enabled city to better plan for funding through grant and management of funds to meet needs of an aging infrastructure.
- **Coordinated with the Airport Committee to push the Airport Terminal project to reality.**
Result: As a partner with the Airport Committee, he developed a plan and overcame multiple obstacles to make the Airport Terminal project a reality with zero cost to the city.

Submarine Squadron Six, Norfolk, VA

Chief Staff Officer – July 2012 – July 2016

- **Implemented previously non-existent personnel retention and management practices.**
Result: Putting the individual first raised retention and advancement of personnel and led all other like organizations in those categories.
- **Designed and administered a Submarine Inspection program.**
Result: All other ratings were inspected and ranked against each other except administration, by implementing this program, performance was standardized rewarding outstanding performance and identifying individuals/units that needed assistance and training.
- **Streamlined the indoctrination and discharge process** for transient personnel.
Result: Reduced the indoctrination time for reporting personnel resulting in less time with personnel deficiencies. Also reduced the time for discharging personnel for medical and legal reasons resulting in a cost savings for the Navy.

Commander Submarine Forces, U.S. Atlantic Fleet, Norfolk , VA

Flag Secretary – April 2011 – July 2012

- **Successfully created and managed a tickler and tasking interface** for a staff of over 400 personnel.

Result: This system allowed for immediate request from Strategic Command and Joint Chiefs of Staff to be reviewed and addressed in a timely manner.

- **Operated at a high level as Flag Secretary by managing evaluations, transfer and a myriad of personnel events.**

Result: Ensured the good order, discipline and execution of day to day operations of a staff of 400 military and civilian personnel while promoting retention and advancement.

- **Planned and managed multiple high profile events.**

Result: Was responsible for planning of the largest to date, Submarine Birthday Ball with over 1,100 people in attendance and also responsible for multiple high level Submarine Admiral meetings located all over the U.S.

Naval Central Command, Kuwait

Personnel Manager and Training Specialist – September 2010 – April 2011

- **Developed and implemented an online database** to track boots on the ground personnel in the Middle Eastern area of responsibility (AOR).

Result: Improved processing and accuracy of personnel entering the Middle Eastern AOR reducing processing time from hours to minutes for personnel.

- **Managed a diverse staff of Sailors over multiple countries.**

Result: Was responsible for ensuring seven different countries were adequately staffed to manage the Individual Augmentee in various rates. Efforts ensured that the Navy was able to augment the U.S. Army for everything from chaplain services to personnel movement.

EDUCATION

Master of Science, Work Force Education and Development, Southern Illinois University,
Carbondale, IL 2010

Bachelor of Science, Work Force Education and Development, Southern Illinois University,
Carbondale, IL 2007

Local Government Institute, Coastal Carolina, Francis Marion, and College of Charleston,
2019

PROFESSIONAL REFERENCES

Available upon request

AFFILIATIONS

American Public Works Association - *Full Member*

South Carolina Association of Storm water Managers - *Full Member*

South Carolina Recreation and Parks Association - *Full Member*

Water Environment Association of South Carolina - *Full Member*

South Carolina Rural Water Association - *Full Member*