



AGENDA
GREER CITY COUNCIL

February 27, 2024

MEETING LOCATION: Greer City Hall, 301 East Poinsett Street, Greer, SC 29651

6:30 PM

COUNCIL REGULAR MEETING

Call to Order

Mayor Rick Danner

Invocation and Pledge of Allegiance

Councilman Jay Arrowood

Public Forum

Minutes of Council Meeting

1. February 13, 2024
(Action Required)

Departmental Reports

1. Building and Development Standards Activity Report - January 2024
2. Engineering Activity Report - January 2024
3. Financial Activity Report - January 2024
[Link to Detail Financial Reports](#)
4. Fire Department Activity Report - January 2024
5. Municipal Court Activity Report - January 2024
6. Parks, Recreation and Tourism Activity Report - January 2024
7. Police Department Activity Report - January 2024
8. Public Services Activity Report - January 2024

9. Website Activity Report - January 2024

Administrator's Report

Andy Merriman, City Administrator

Old Business

1. Second and Final Reading of Ordinance Number 9-2024

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY OWNED BY J & A HOLDINGS GROUP, LLC LOCATED AT 107 EAST BEARDEN STREET FROM CG (COMMERCIAL GENERAL) TO TN (TRADITIONAL NEIGHBORHOOD) (Action Required)

New Business

1. Bid Summary - Turf Maintenance Products, Greer Golf

The Parks, Recreation & Tourism Department solicited bids for Turf Maintenance Products at Greer Golf. Staff recommends the bid be awarded to Corbin Turf. (Action Required)

Red Watson, Assistant Director of Parks, Recreation & Tourism

2. First Reading of Ordinance Number 7-2024

Lumos Fiber of South Carolina, LLC has submitted a request for a franchise agreement with the City of Greer to install fiber infrastructure throughout the City in conjunction with its build out of their fiber network in the Upstate of South Carolina. Ben Breazeale with Lumos Fiber will be in attendance to address any questions you may have. (Action Required)

David Seifert, CFO

Executive Session

Council may take action on matters discussed in executive session.

Adjournment

Anyone who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to participate in a program, service, activity or public meeting of the City of Greer should contact Keith Choate, ADA Coordinator at (864) 848-5386 as soon as possible, but no later than 48 hours prior to the scheduled event.

Category Number:
Item Number:



AGENDA
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2/27/2024

Councilman Jay Arrowood

ATTACHMENTS:

Description	Upload Date	Type
▣ Council Invocation Schedule	2/20/2024	Backup Material



Greer City Council 2024 Invocation Schedule

January 9, 2024	Councilmember Wryley Bettis
January 23, 2024	Councilmember Judy Albert
February 13, 2024	Mayor Rick Danner
February 27, 2024	Councilmember Jay Arrowood
March 12, 2024	Councilmember Karuam Booker
March 26, 2024	Councilmember Mark Hopper
April 9, 2024	Councilmember Lee Dumas
April 23, 2024	Councilmember Wryley Bettis
May 14, 2024	Councilmember Judy Albert
May 28, 2024	Mayor Rick Danner
June 11, 2024	Councilmember Jay Arrowood
June 25, 2024	Councilmember Karuam Booker
July 9, 2024	Councilmember Mark Hopper
July 23, 2024	Councilmember Lee Dumas
August 13, 2024	Councilmember Wryley Bettis
August 27, 2024	Councilmember Judy Albert
September 10, 2024	Mayor Rick Danner
September 24, 2024	Councilmember Jay Arrowood
October 8, 2024	Councilmember Karuam Booker
October 22, 2024	Councilmember Mark Hopper
November 12, 2024	Councilmember Lee Dumas
November 26, 2024	Councilmember Wryley Bettis
December 10, 2024	Councilmember Judy Albert

Category Number:
Item Number: 1.



AGENDA
GREER CITY COUNCIL
2/27/2024

February 13, 2024

Summary:

(Action Required)

ATTACHMENTS:

Description		Upload Date	Type
□	Council Meeting Minutes February 13,	2/21/2024	Backup Material
	2024		

CITY OF GREER, SOUTH CAROLINA

MINUTES of the FORMAL MEETING of GREER CITY COUNCIL February 13, 2024

Meeting Location: Greer City Hall, 301 East Poinsett Street, Greer, SC 29651

Call to Order of the Formal Meeting

Mayor Rick Danner – 6:33 P.M.

The following members of Council were in attendance: Karuam Booker, Mark Hopper, Lee Dumas, Wryley Bettis and Judy Albert.

Councilman Jay Arrowood was absent.

Others present: Andy Merriman, City Administrator, Tammela Duncan, Municipal Clerk, Mike Sell, Deputy City Administrator, Catrina Woodruff, Assistant City Administrator and various other staff and media.

Invocation and Pledge of Allegiance

Mayor Rick Danner

Public Forum

No one signed up to speak during the Public Form Session.

Minutes of the Council Meeting

January 23, 2024

ACTION – Councilmember Wryley Bettis made a motion that the minutes of January 23, 2024 be received as written. Councilmember Judy Albert seconded the motion.

VOTE - Motion carried unanimously.

OLD BUSINESS

Second and Final Reading of Ordinance Number 4-2024

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF
A CERTAIN PROPERTY OWNED BY IRINA AND YAROSLAV GENTSARYUK
LOCATED AT 220 PLEASANT DRIVE BY ONE HUNDRED PERCENT**

**PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF SN
(SUBURBAN NEIGHBORHOOD) FOR SAID PROPERTY**

Heather Stahl, Planner presented the request. She stated the Planning Commission held a Public Hearing January 22, 2024 and recommended approval. Staff recommends approval.

ACTION – Councilmember Wryley Bettis made a motion to approve Second and Final Reading of Ordinance Number 4-2024. Councilmember Mark Hopper seconded the motion.

VOTE – Motion carried unanimously.

Second and Final Reading of Ordinance Number 5-2024
AN ORDINANCE AMENDING CHAPTER 18 - BUSINESSES, SECTION 18-311 THROUGH SECTION 18-430 OF THE GREER CITY CODE OF ORDINANCES.

David Seifert, Chief Financial Officer presented the request.

ACTION – Councilmember Mark Hopper made a motion to approve Second and Final Reading of Ordinance Number 5-2024. Councilmember Wryley Bettis seconded the motion.

Discussion held.

VOTE – Motion carried unanimously.

Second and Final Reading of Ordinance Number 6-2024
AN ORDINANCE AMENDING CHAPTER 18 - BUSINESSES OF THE CITY OF GREER CODE OF ORDINANCES BY ADDING ARTICLE XII – MOBILE FOOD UNITS, SECTION 18-501 THROUGH SECTION 18-524 TO ESTABLISH CERTAIN RULES AND REGULATIONS FOR MOBILE FOOD UNITS

David Seifert, Chief Financial Officer presented the request.

ACTION – Councilmember Mark Hopper made a motion to approve Second and Final Reading of Ordinance Number 6-2024. Councilmember Lee Dumas seconded the motion.

Brief discussion held.

VOTE – Motion carried unanimously.

NEW BUSINESS

First Reading of Ordinance Number 9-2024

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY OWNED BY J & A HOLDINGS GROUP, LLC LOCATED AT 107 EAST BEARDEN STREET FROM CG (COMMERCIAL GENERAL) TO TN (TRADITIONAL NEIGHBORHOOD)

Heather Stahl, Planner presented the request. She stated the Planning Commission held a Public Hearing January 22, 2024 and recommended approval. Staff recommends approval. A representative was present but did not speak.

ACTION – Councilmember Karuam Booker made a motion to approve First Reading of Ordinance Number 9-2024. Councilmember Wryley Bettis seconded the motion.

Brief discussion held.

VOTE – Motion carried unanimously.

First Reading of Ordinance Number 10-2024

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A CERTAIN PROPERTY OWNED BY IGLESIA PENTECOSTES FUENTE DE AGUA VIVA, INC. LOCATED ON ARLINGTON ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF OFFICE PROFESSIONAL FOR SAID PROPERTY

Heather Stahl, Planner presented the request. Staff recommends approval. A representative was present but did not speak.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 10-2024. Councilmember Mark Hopper seconded the motion.

Brief discussion held.

VOTE – Motion carried unanimously.

First Reading of Ordinance Number 11-2024

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A CERTAIN PROPERTY OWNED BY SAMANTHA T. BENNETT LOCATED AT 145 FERNWOOD DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF SN (SUBURBAN NEIGHBORHOOD) FOR SAID PROPERTY

Heather Stahl, Planner presented the request. Staff recommends approval. A representative was present but did not speak.

ACTION – Councilmember Mark Hopper made a motion to approve First Reading of Ordinance Number 11-2024. Councilmember Karuam Booker seconded the motion.

Brief discussion held.

VOTE – Motion carried unanimously.

Executive Session

- 1. Contractual Matter – Project Titus**
- 2. Contractual Matter – Project Indy**

ACTION – In (6:58 p.m.) – Councilmember Lee Dumas made a motion to enter into Executive Session to discuss two (2) Contractual Matters one (1) pertaining to Project Titus; and one (1) Contractual Matter pertaining to Project Indy; as allowed by State Statute Section 30-4-70(a)(2). Councilmember Mark Hopper seconded the motion. Motion carried unanimously.

Mayor Danner stated during Executive Session they considered the above matters and no action was taken.

ACTION - Out (8:04 p.m.) – Councilmember Lee Dumas made a motion to come out of Executive Session. Councilmember Mark Hopper seconded the motion. Motion carried unanimously.

Adjournment – 8:05 P.M.

Tammela Duncan, Municipal Clerk

Richard W. Danner, Mayor

Notifications: Agenda posted in City Hall and email notifications sent to The Greenville News, The Greer Citizen, GreerToday.com and the Spartanburg Herald Journal Friday, February 9, 2024.

Category Number:
Item Number: 1.



AGENDA
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Building and Development Standards Activity Report - January 2024

ATTACHMENTS:

Description	Upload Date	Type
▢ Building and Development Standards Activity Report - January 2024	2/20/2024	Backup Material

Building and Development Standards

JANUARY REPORT FOR 2024

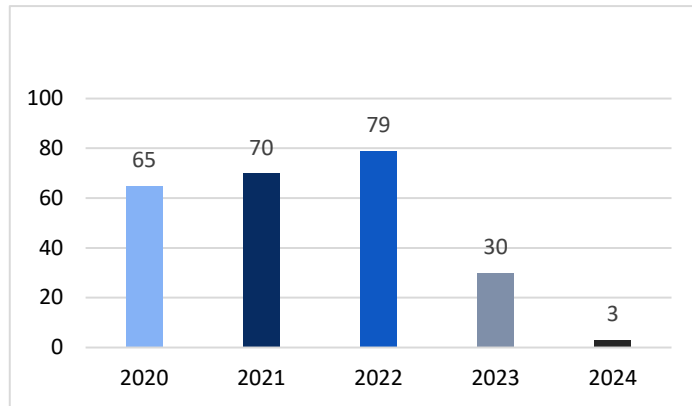


This is the Yearly activity report of the Building and Development Standards department. It tracks the activities of: Planning & Zoning, Building Inspections and Code Enforcement, and GIS. More information about our Teams are located on the City of Greer's website at www.cityofgreer.org.

Planning & Zoning

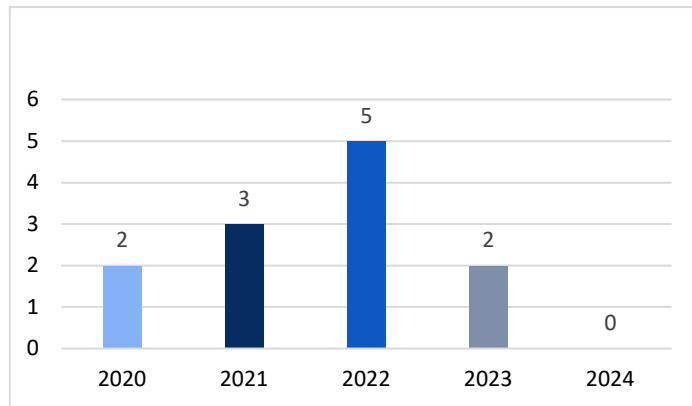
Planning Commission

The Planning Commission review total for January is three.



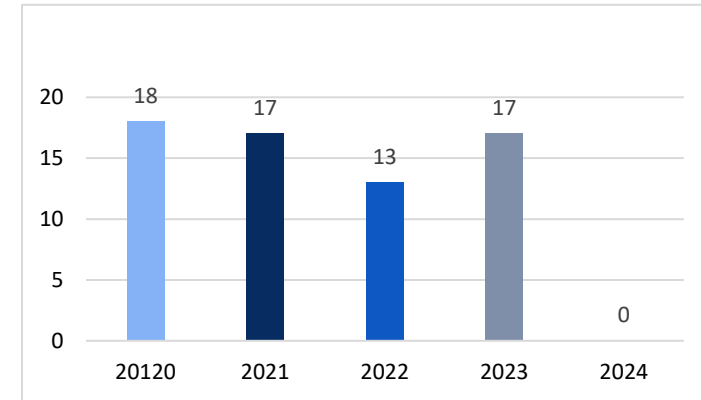
Board of Architectural Review

The Board of Architectural Review total for January is zero.



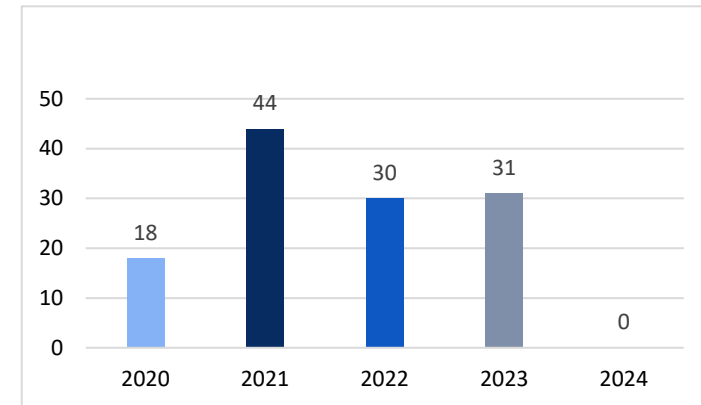
Board of Zoning Appeals

The Board of Zoning Appeals review total for January is zero.



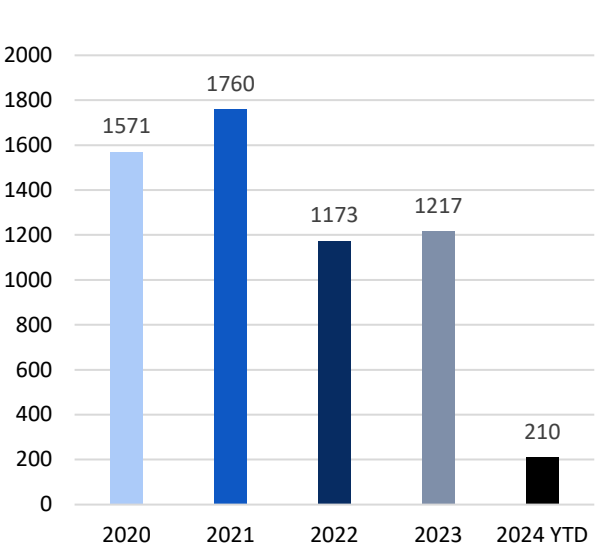
Planning Advisory Committee

The Planning Advisory Committee review total for January is three.

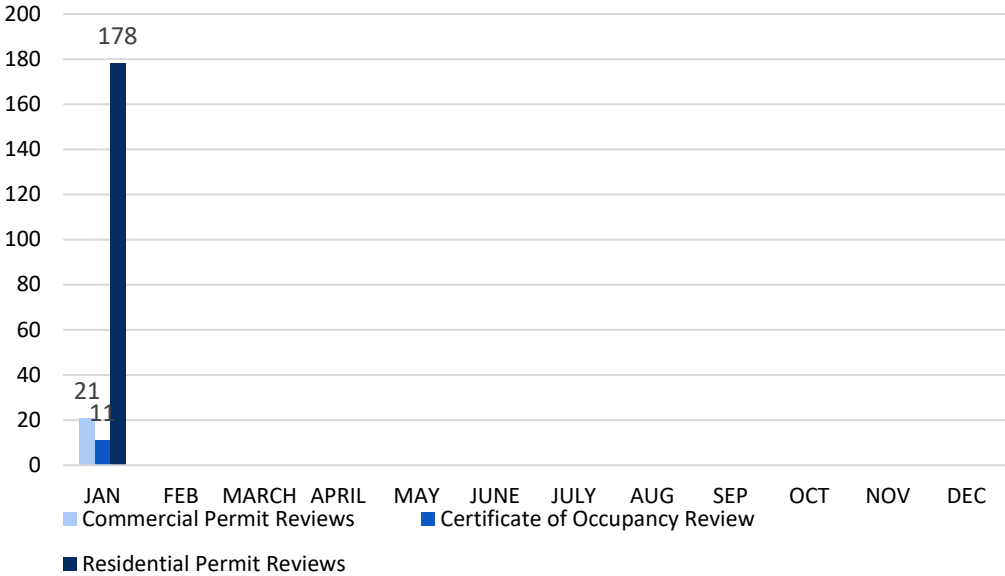


For more information about these cases, please visit the Planning and Zoning webpage at: <http://www.cityofgreer.org> or visit the GIS webpage to see an interactive Development Dashboard.

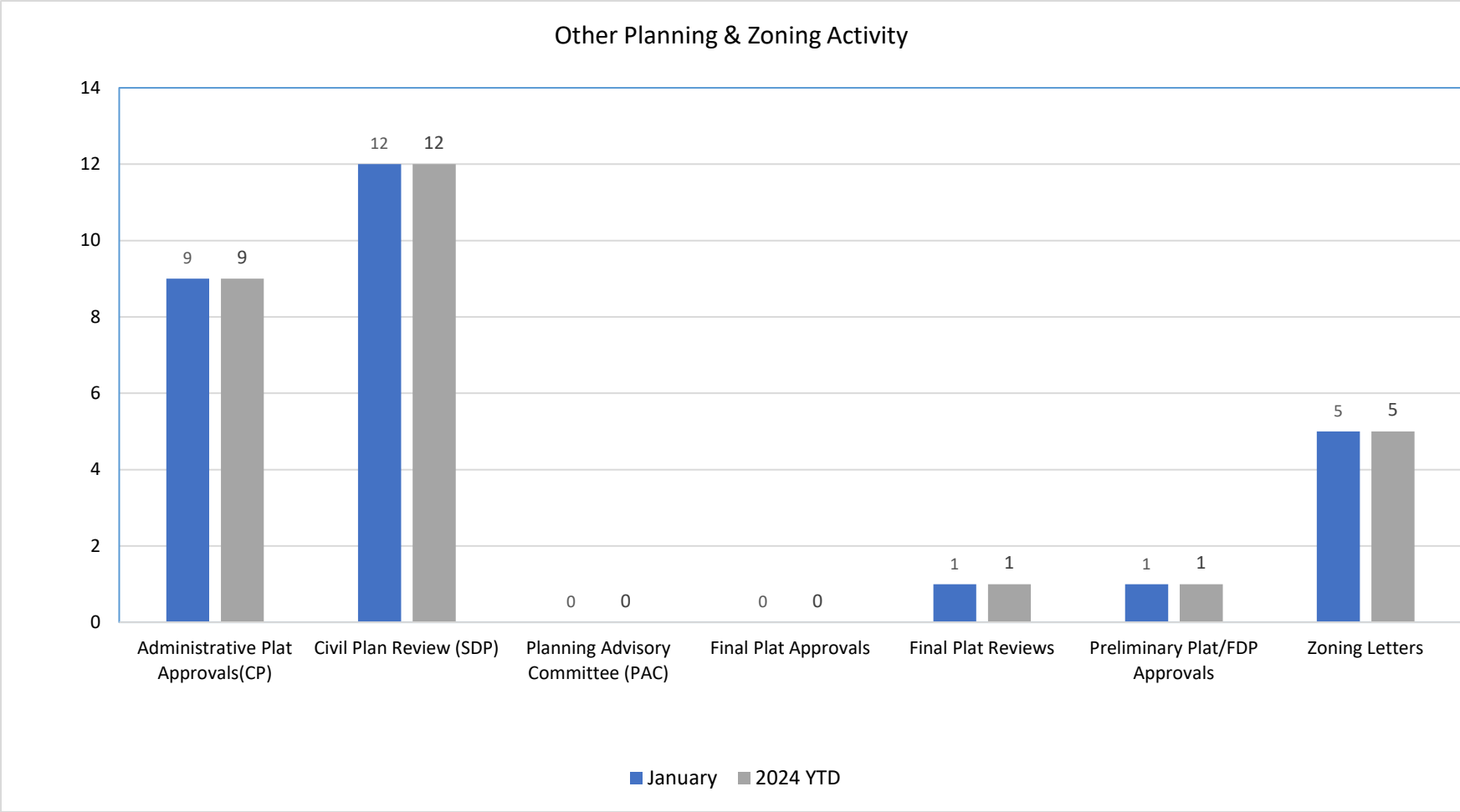
Zoning Reviews Monthly Comparison



Zoning Review Breakdown



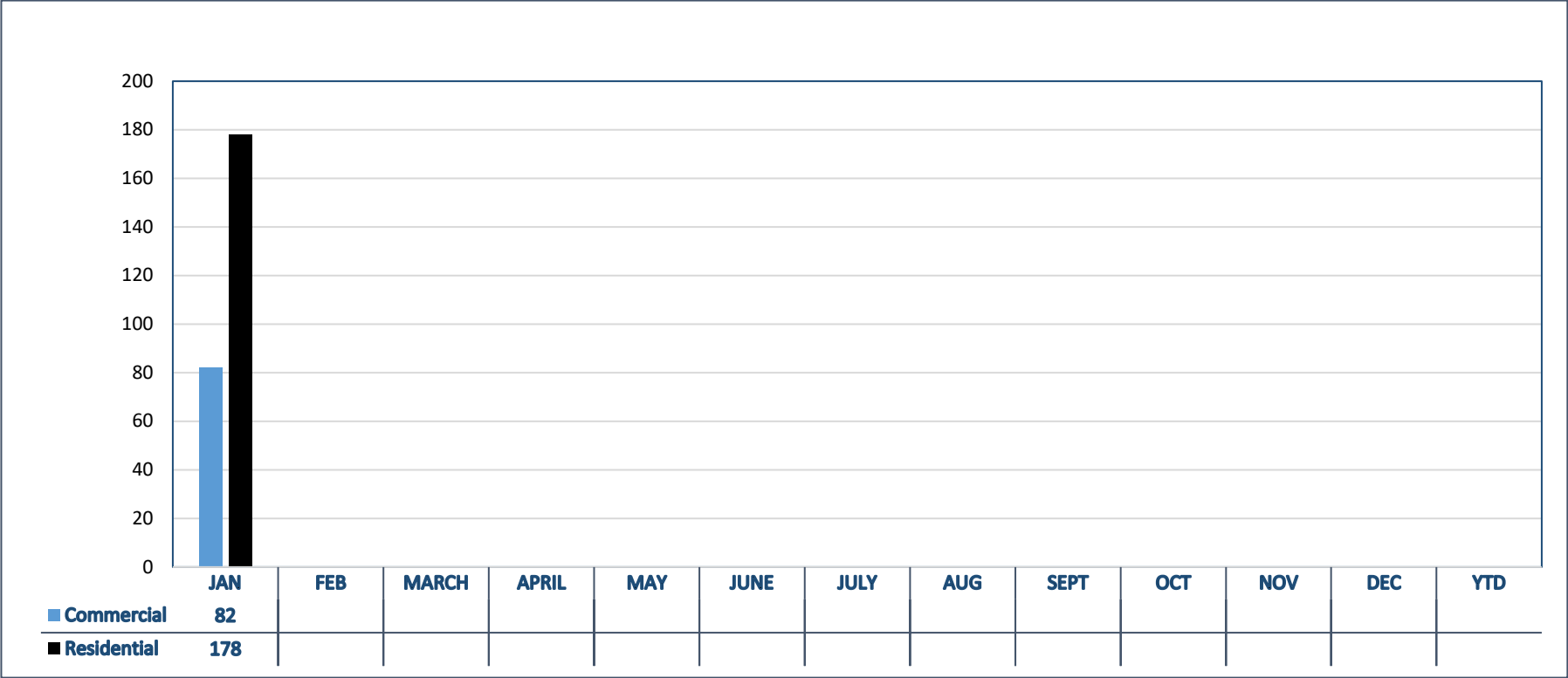
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	210											
2023 YTD	51	95	98	78	72	163	157	98	103	109	99	94



Commercial Plan Reviews

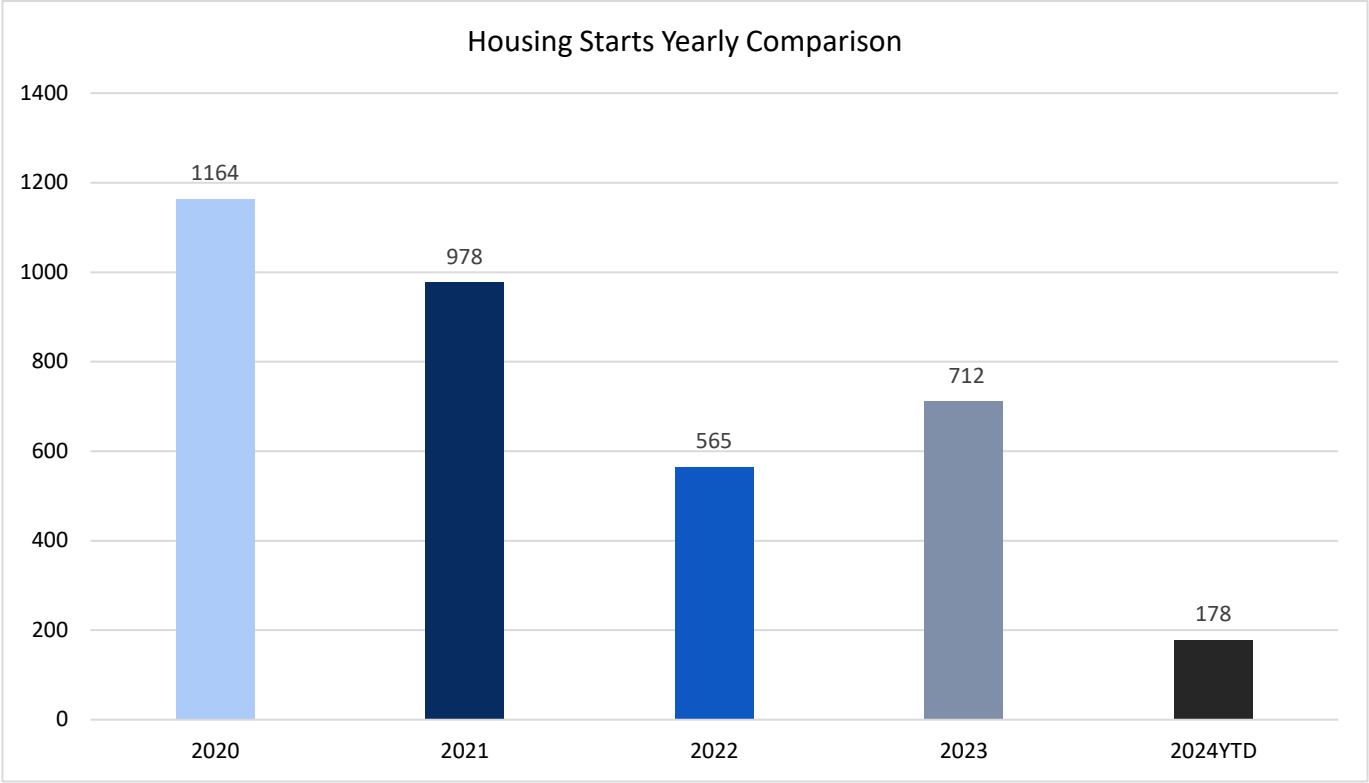
Commercial Plan Review	Address
RACKING	311 112 GENOBLE RD
DILLARD CREEK TOWNHOMES	3035, 3039, 3043, 3047, 3051, 3055 GLENLIVET LANE
COVINGTON VILLAGE TOWNHOMES	706,708,710,7,12,714,716 EMBARK CIRCLE
DILLARD CREEK TOWNHOMES	3058,3062,3066,3070,3074 GLENLIVET LANE
COVINGTON VILLAGE TOWNHOMES	720,722,724,726,728,730 EMBARK CIRCLE
LEO LIVING CARRIGE HOUSES	548,549,550,551 SAHALEE DRIVE
BROOKSIDE TOWNHOMES	305,307,309 HIGH LOG
COVINGTON VILLAGE TOWNHOMES	737,739,741,743,745,749 EMBARK CIRCLE
BIBLEBROOK RETRO FIT FOR ELECTRIC APPLIANCES	220 BIBLEBROOK - 2 BUILDINGS
INTERIOR UPFIT	109 FEW ST
LEO LIVING CARRIGE HOUSES	363,365 MEDINAH WAY
ADDITION OF GAS TO SHELL BUILDING	311 107 GENOBLE

Plan Reviews



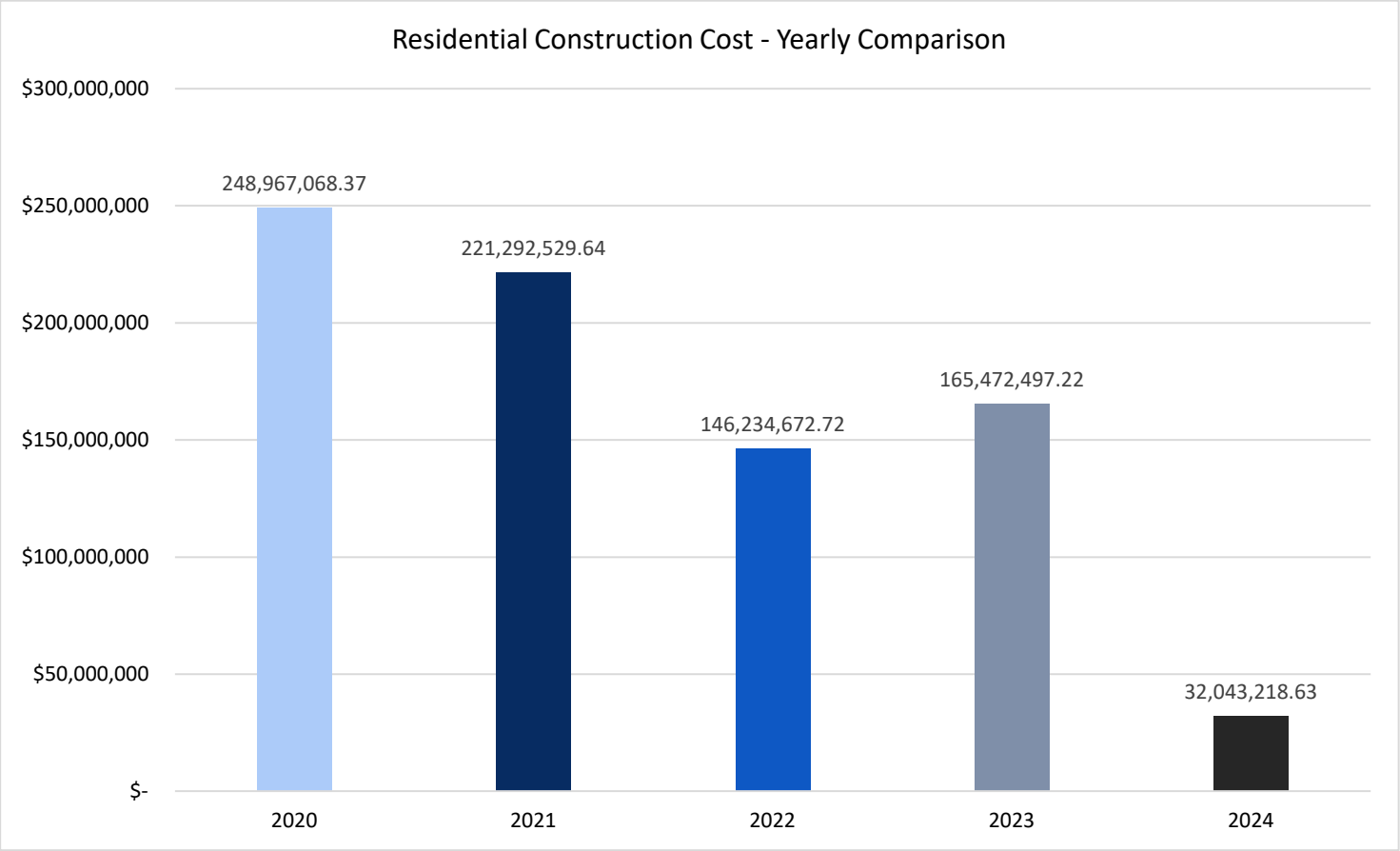
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
2023 Commercial	96	77	91	57	71	62	45	51	31	54	25	26	686
2023 Residential	28	64	57	55	49	86	94	65	88	89	79	74	828

Housing Starts



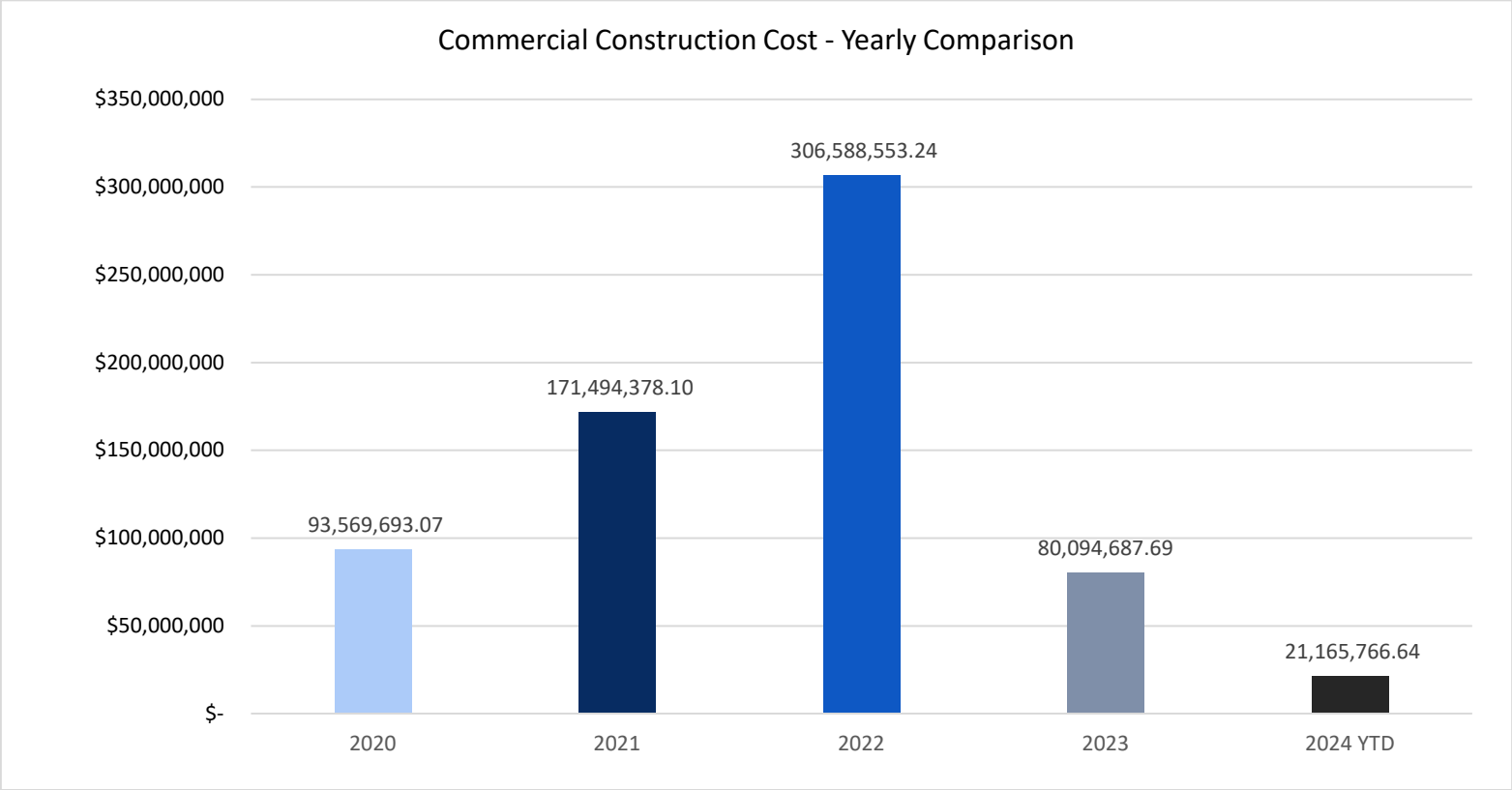
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	178											
2023	15	56	47	44	45	77	80	54	78	80	71	65

Residential Construction Costs



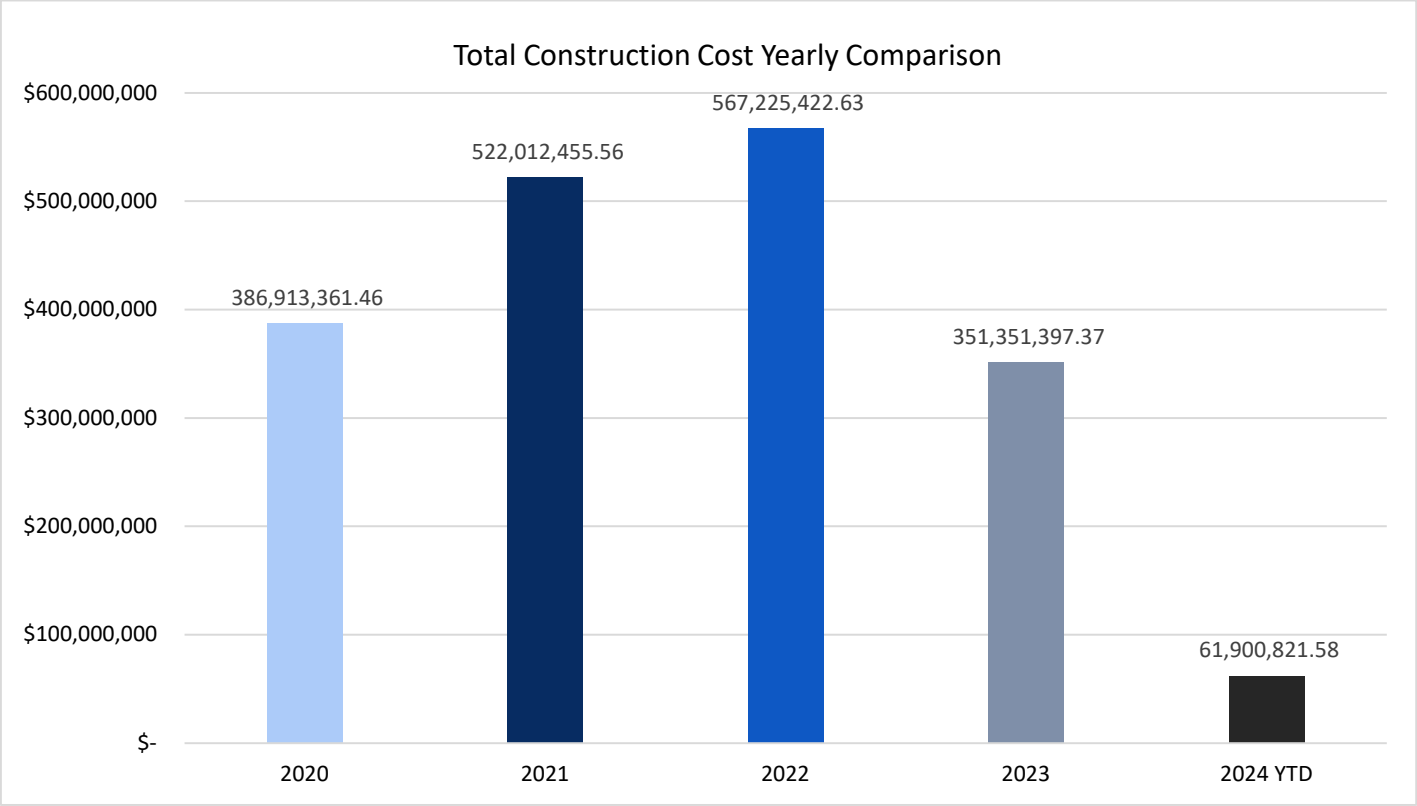
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	32,043,219											
2023 YTD	3,499,086	12,100,365	10,713,665	10,022,376	10,969,941	17,279,273	16,060,787	12,929,867	19,372,792	18,744,834	15,740,578	18,038,933

Commercial Construction Costs



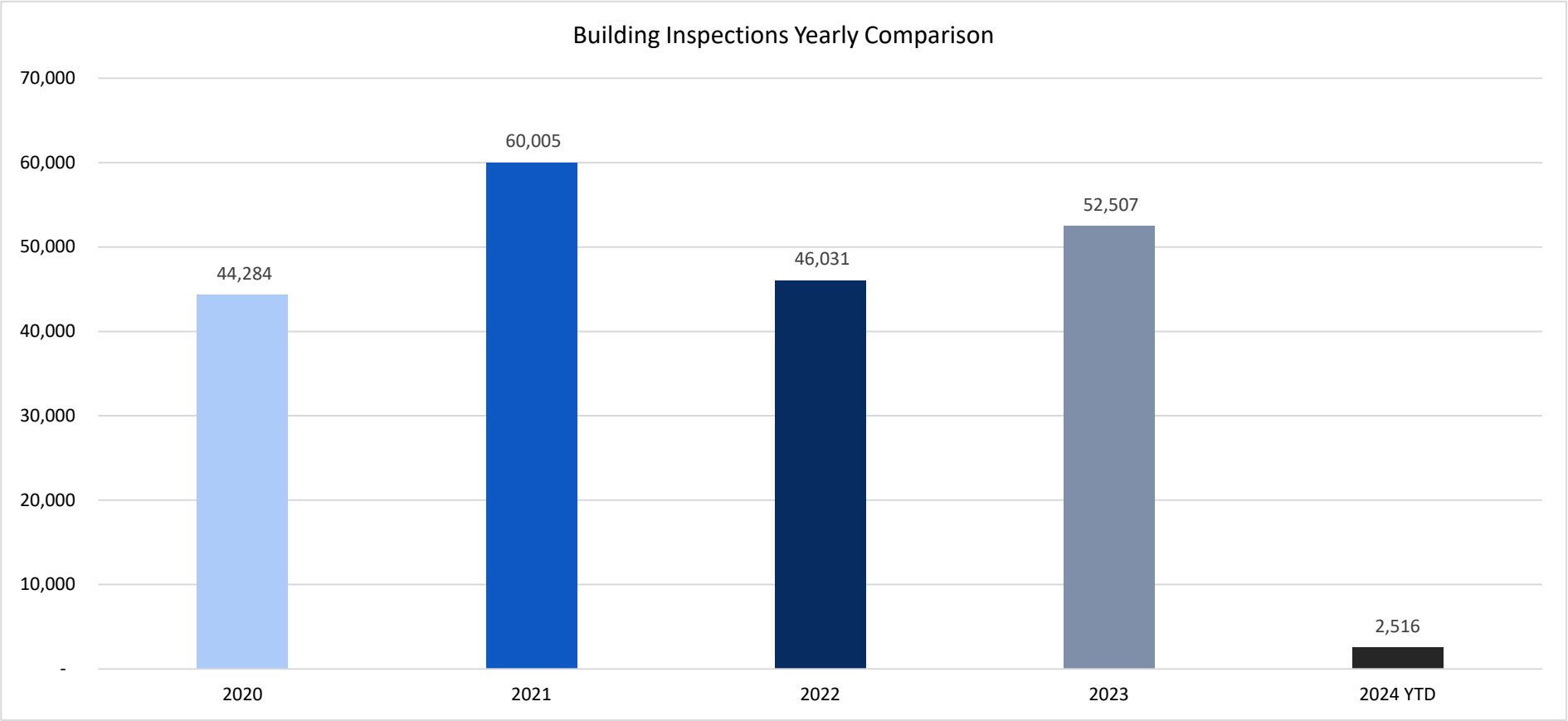
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	21,165,766.64											
2023	3,982,418	4,896,390	12,001,216	3,213,388	5,497,019	1,472,313	4,898,327	5,163,935	12,425,146	5,252,206	17,654,738	3,637,593

Total Construction Costs



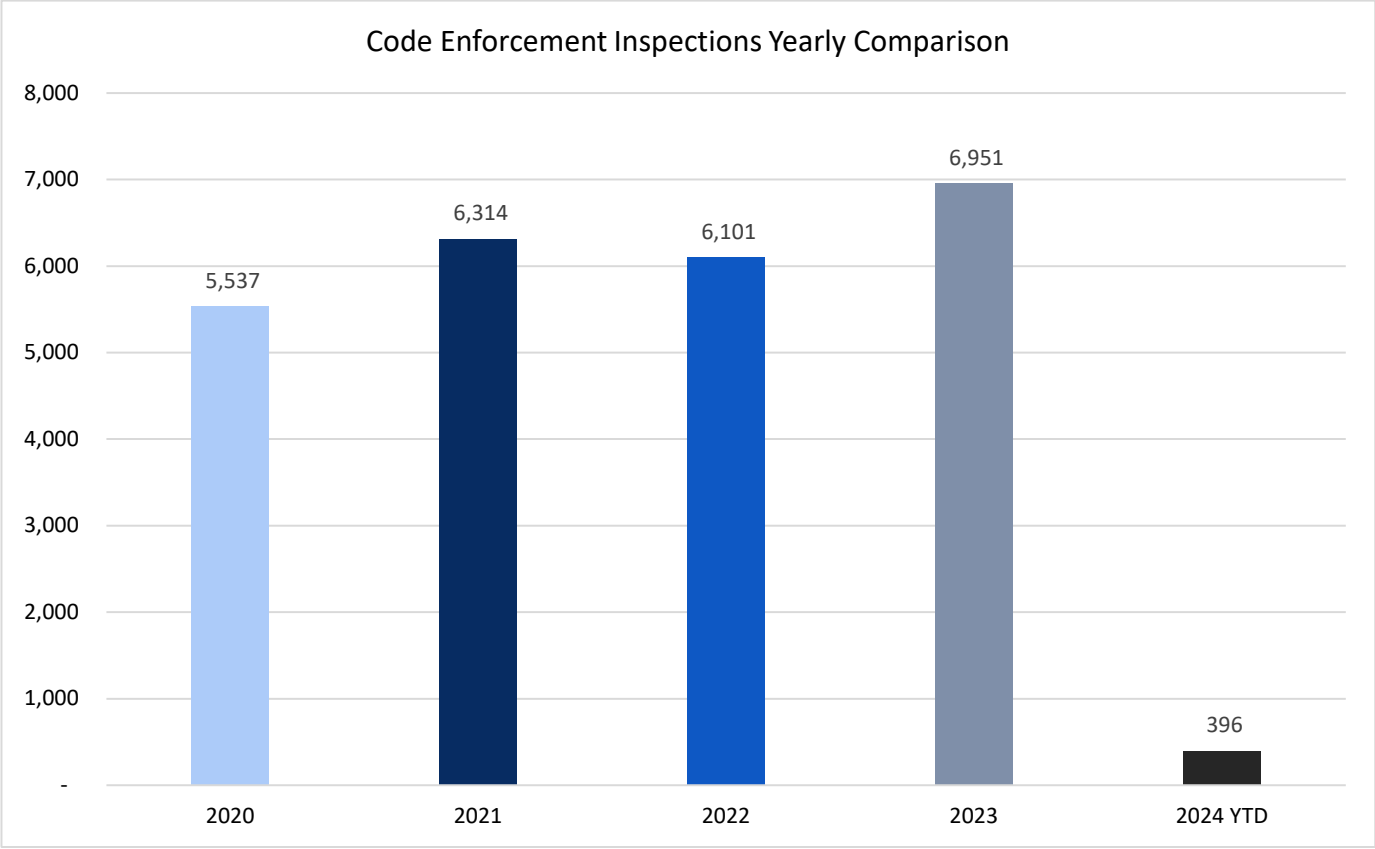
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	61,900,822											
2023	13,042,046	48,099,991	29,370,297	17,709,900	23,706,507	40,637,679	24,027,843	22,930,162	35,372,356	28,209,063	39,200,812	29,044,741

Building Inspections



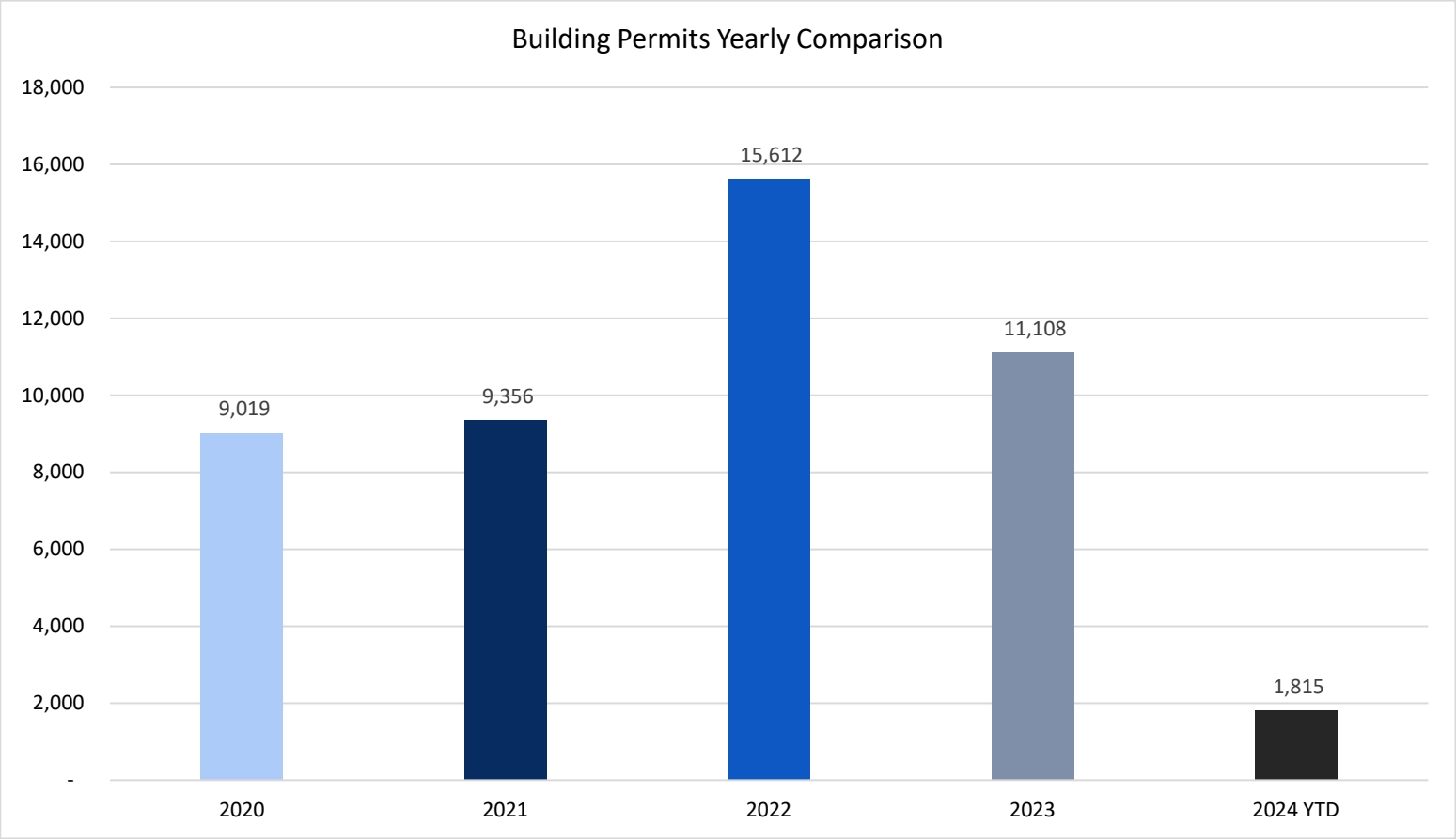
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	2516											
2023 YTD	4196	5050	5627	4036	4822	3731	4800	4717	4425	3975	3615	3513

Code Enforcement Inspections



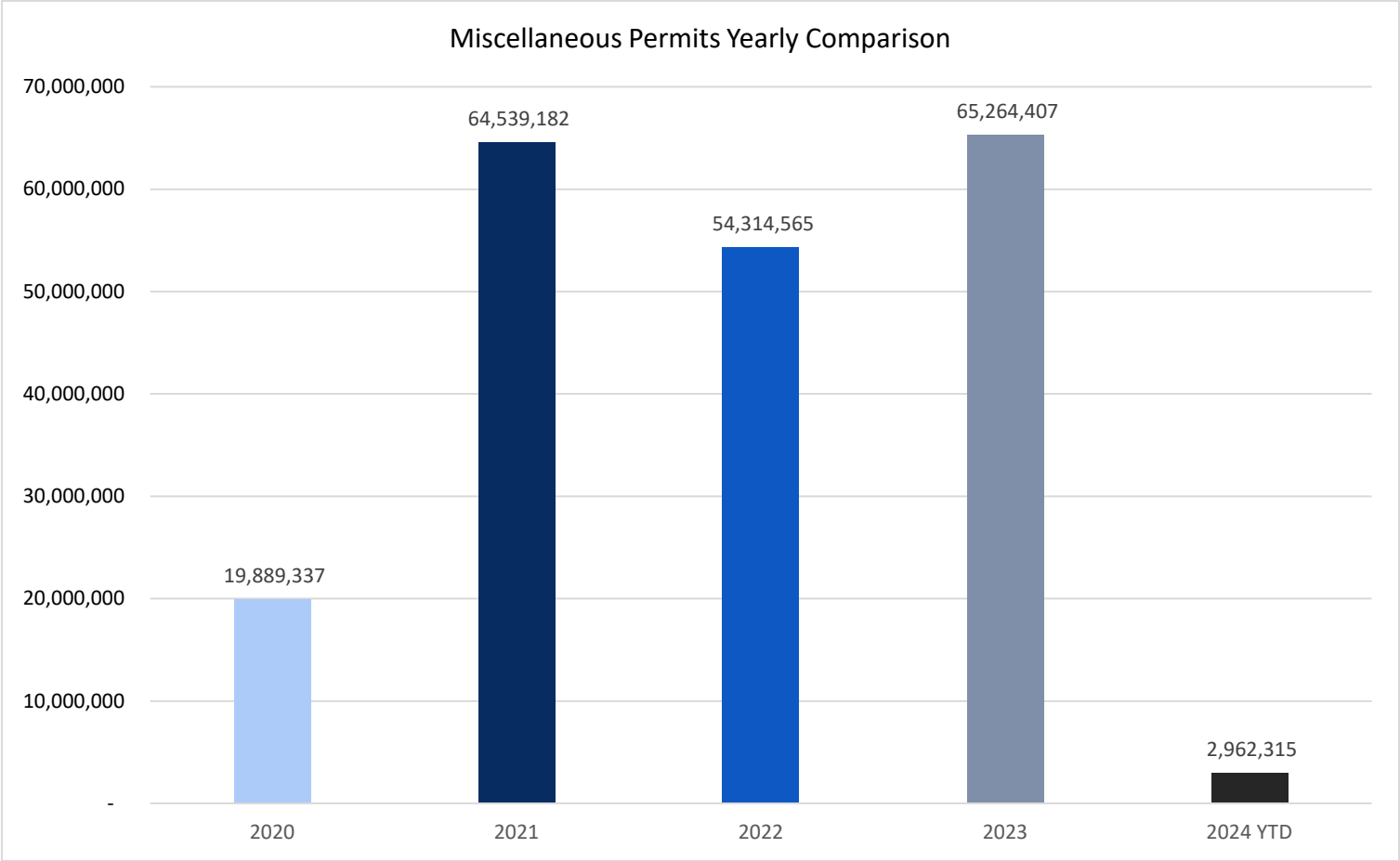
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	396											
2023 YTD	417	330	533	667	716	812	657	758	767	507	480	307

Building Permits



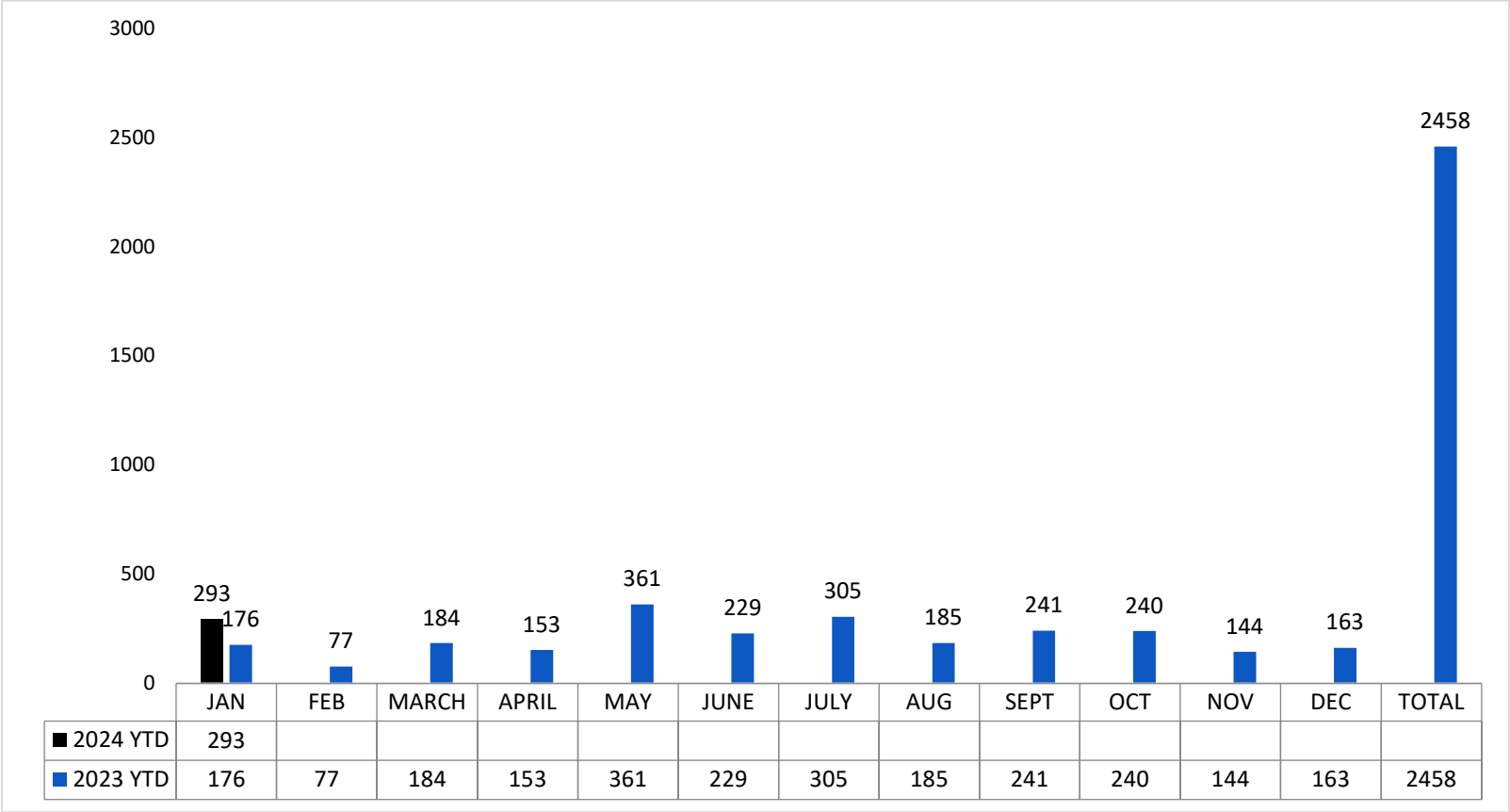
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	1815											
2023	768	773	1322	725	963	978	981	986	904	1060	848	800

Miscellaneous Permits



	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 YTD	2,962,315											
2023 YTD	1,757,141	29,390,992	1,384,286	1,512,292	3,777,244	19,043,190	1,176,518	1,400,830	367,291	453,084	2,428,175	2,573,363

Illegal Signs



Category Number:
Item Number: 2.



AGENDA
GREER CITY COUNCIL
2/27/2024

Engineering Activity Report - January 2024

ATTACHMENTS:

Description		Upload Date	Type
📎	Engineering Activity Report - January 2024	2/20/2024	Backup Material



January 2024



Engineering Department Monthly Report

The Engineering Department consists of two divisions – Engineering/Stormwater and Facilities/Project Management. This report provides information on the monthly activities of the department.

For more information, please contact Department Director and City Engineer Steve Grant, PE.

Department Director and City Engineer – Steve Grant, PE, CFM

Engineering Projects (ongoing):

- McElrath Road Improvement – Feasibility study complete-design on hold-budget
- City Intersection study – Phase 2 detailed study underway
- Pavement Preservation 2024 – developing scope
- W. Poinsett Road Diet – DOT to start Spring 2024
- Transfer Station/Recycle Center Improvements – on hold
- Storm Drain Asset Mgmt./Pilot watershed study- final report delivered

Engineering Activities:

- Veterans Park sinkhole – scope development
- Review DOT Road Safety Audit report on W Hampton
- Underground utilities – review in relation to developments
- Depot St Garage – utility coordination
- Gary Armstrong/US 29 intersection – coordination with Spbg County
- Development process review - ongoing
- Traffic Calming review – Arlington St – developing scope
- Road Evaluation (PCI) – evaluating data from consultant
- Engineering Design Manual development – researching proposals
- Monthly Inspection at Recycle Center completed
- Victor Hill road improvement discussion with Spbg County – on hold
- Coordinating with CPW regarding street cuts-ongoing

Subdivision/Development Projects – Meetings with engineers and developer representatives discussing details with new subdivisions or commercial sites that are either in planning stages or under construction.

Active projects:

- Valentine Rd Towns – plan review
- E. Phillips Rd – site review issues
- Genoble Road/Atlas – road follow up
- Hampton Inn – stabilization meeting
- Braeburn Orchard – close out follow up
- Street Acceptance – Saddlebrook Farms and Reserve at Redcroft

Other:

- Retreat planning
- Infrastructure bond meeting
- Golf Course bridge spec review
- Drainage issues-big rain event on 1/9
- 6 month review – David B.
- Floodplain inquiries (2)
- Site Development bond review
- Hired new Engr. Inspector - onboarding
- Assistant City Engineer interviews

Engineering and Stormwater Civil Engineer – David Buchanan, EIT

Miscellaneous Task – Engineering:

- Reviewed six (6) Engineering Submittals for SDPs.
- Continued design and review process for approved traffic calming locations (ie: Arlington Ave and Snow St.), investigating feasibility of alternate design of speed cushions (speed bumps) that would lessen the impediment of emergency vehicles.
- Started schematic design of possible parking stripping plan for Wards Community Park.

Other:

- Worked with Engineer Department and Public Service to compile a Construction Plan Set that was sent out for bids for the Veterans Park sinkhole repair project.
- Continued efforts to revise performance bond template to include new verbiage for the required infrastructure and roadway improvements.
- Meet with BlueDAG training team along with the rest of the City's ADA work group
- Meet with Engineering Staff and WK Dickson to review the results of the Pilot Watershed.

Engineering and Stormwater Civil Engineer – Adam Vidalis, EIT

Engineering & Stormwater

- Passed PE Civil Exam on 1/11/24
- Panda Express Pre-Construction Meeting & Grading Permit Issued
- Inland Port Terminal Operations Bldg & N. Chassis Lot Pre-Construction Meeting & Grading Permit Issued
- Little Me Academy Pre-Construction Meeting & Grading Permit Issued
- Stormwater/Engineering Weekly meeting (3)
- Revised Pre-Construction Meeting Agendas
- Pilot Watershed Study Meeting w/ WK Dickson
- Updated commercial & residential closeout checklist to include GIS layers of assets in public ROW
- James Arnau - New Stormwater inspector training and orientation

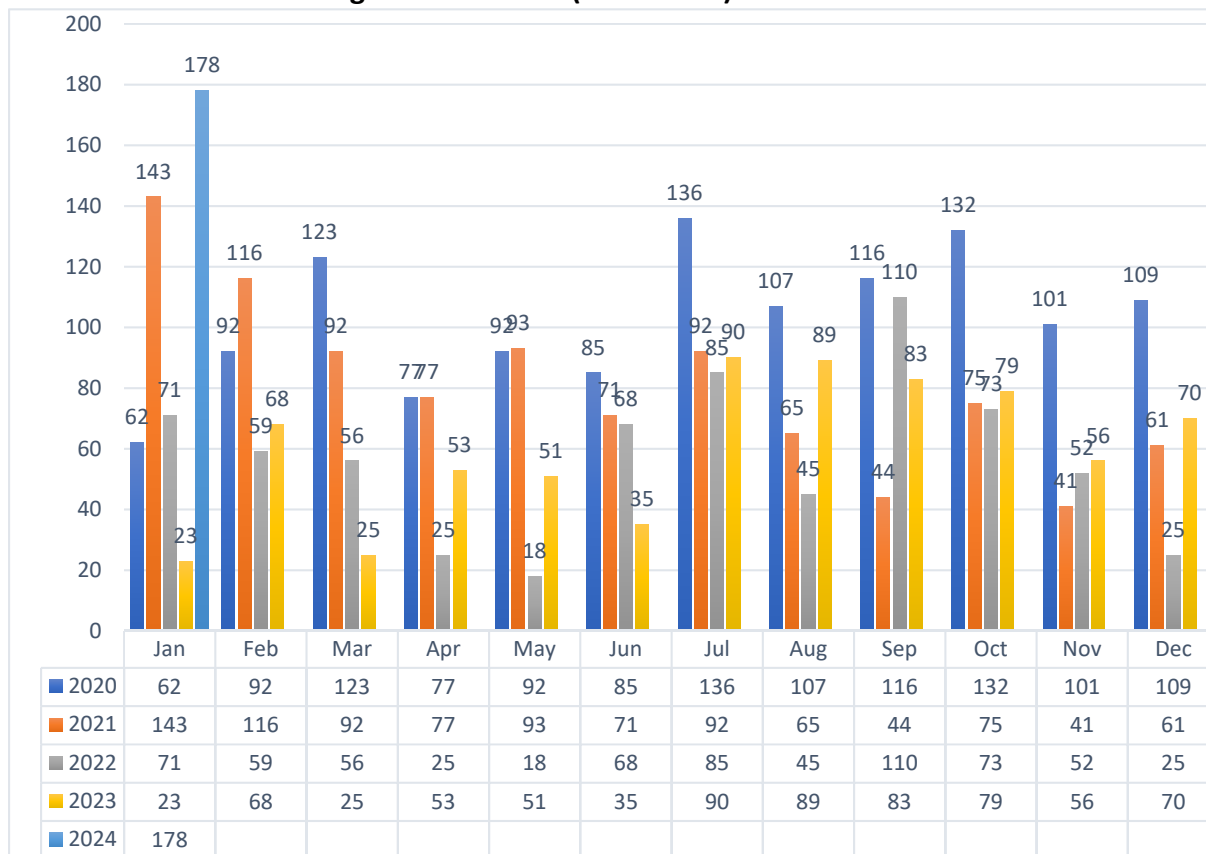
Construction/ Post-construction Program – Pre-submittal Meetings, Plan Reviews, Pre-construction meetings, As-built Review and Project Meetings (*Construction and Post-construction Minimum Control Measures*) - Stormwater site plan reviews that incorporate consideration for water quality impacts and attempt to maintain pre-development runoff conditions are required by our SMS4 permit.

2024 Stormwater Summary January 1 st through January 31st, 2024		
Projects Submitted	Site Dev. Plan Reviews	Preconstruction Meetings
5	10	3

Historical Project Submittals	
Year	Projects Submitted
2024	5
2023	51
2022	50
2021	55
2020	32
2019	41
2018	46

STORMWATER INSPECTION: Anthony Copeland / Scott Reid

178 Individual LOT Drainage Plan Reviews (Per Month)



Asphalt Activities Inspection: Anthony Copeland / Scott Reid

Subd. / Project Name	Date	Operation
Genoble Rd	1/11/2024	2" Milling / Asphalt Overlay

Addressed Citizen Complaints: Anthony Copeland

Issue	Complaint Date	Address	Resolution	Completed
Clogged SW Inlet	1/10/2024	708 King Hill St.	Forwarded to COG Maintenance	1/10/2024
SW runoff encroaching onto neighboring properties at	1/11/2024	133 Willowbottom Dr.	5 Season Developer / Engr are addressing the issue.	Under Developer / Engr Review

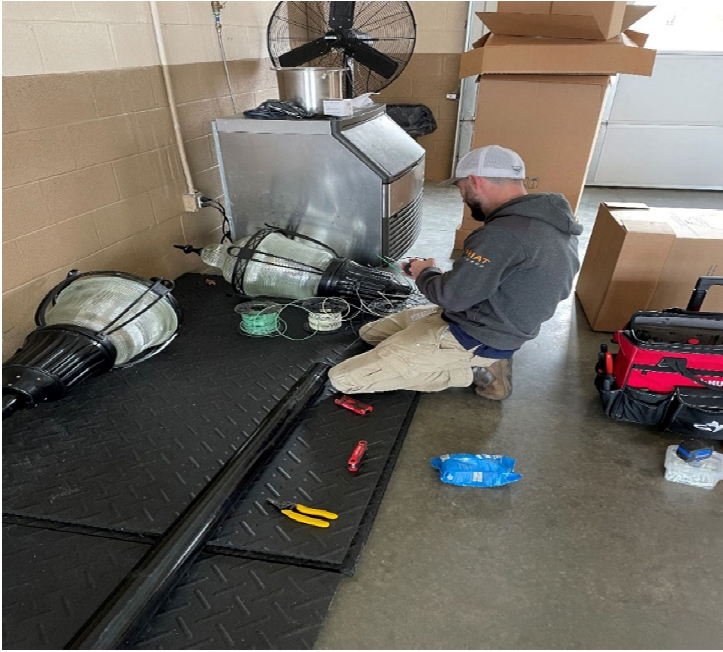
Project Developments:

- Construction at the Suber Road Fire Station is well underway. Metal stud framing and CMU erection at the Apparatus Bay are ongoing. Concrete Aprons and asphalt paving are scheduled to start by the middle of the month.
- Construction is wrapping up at Berry Avenue for the Greer Relief tenant upfit. A water heater component is scheduled to be delivered in two weeks. Testing and Balancing of the HVAC is being finalized. Smaller punch items remain.
- The exterior painting at Greer Golf Clubhouse Renovation is 95 percent complete. The drywall is 99 percent complete, and the floor and wall tile for the restrooms has been installed. Louvers in the basement will be installed mid-February.
- Construction is ongoing at the 113 Berry Avenue Renovation. Flooring installation is almost complete, and the final coat of paint is scheduled for week of 2/12.
- Sexton Design and Development was officially awarded the Turner Field Improvement Project. We are currently working through finalizing the contract and the pre-construction process, with construction set to begin this month.
- Essential Lighting Solutions has been chosen as the contractor for the Event Hall Lighting Upfit Project. This work will be completed week of 02/19/24 per Event Halls availability schedule.
- The Public Safety Training Facility is entering the schematic design phase.
- The LPA application process for Ward's Creek Trail is nearly complete and will be submitted to SCDOT by 2/13.

Facilities & Maintenance Activities:

The facility maintenance group had a busy January with the temperatures dropping below freezing. We had a few pipes freeze and some HVAC issues with the heating units coming on. We were able to make some key repairs on these units without the assistance of contractors and were able to install 2 light posts at Station 56.

Andrew Belue pre-wiring a light post.



Facilities staff installing light post at Station 56.



Michael Paulson installing emergency lights at Cannon Center.



Category Number:
Item Number: 3.



AGENDA
GREER CITY COUNCIL
2/27/2024

Financial Activity Report - January 2024

Summary:

Link to Detail Financial Reports

ATTACHMENTS:

Description	Upload Date	Type
📎 January 2024 Summary Financial Report	2/21/2024	Backup Material



January 2024 Summary Financial Report



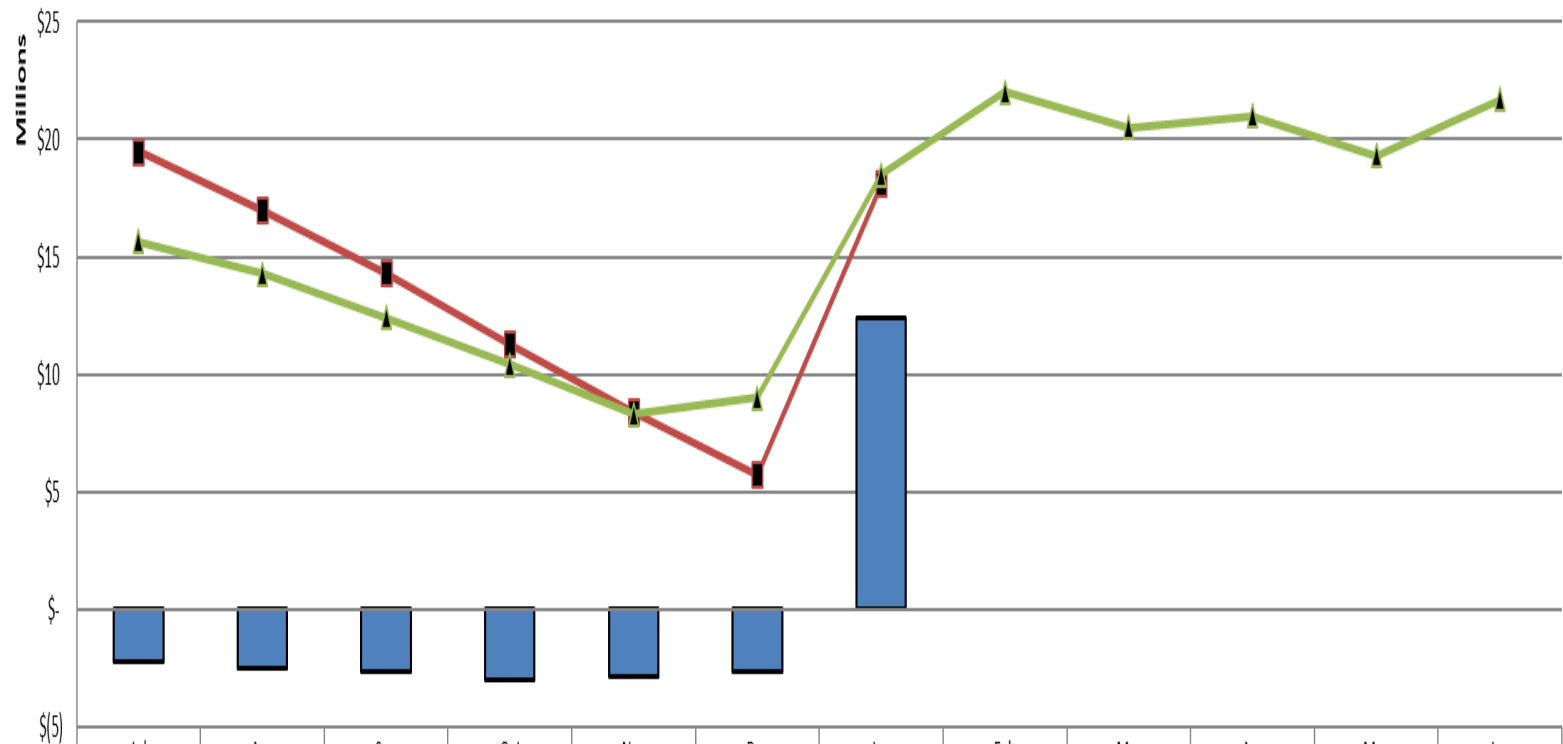
Financial Performance Summary

As of Month End January, 2024

Quick Look Indicators	This Month	This Year	Balance
GENERAL FUND			
Cash Balance	↑	↓	\$ 18,112,482
Revenue	↑	↑	\$ 23,621,235
Total Expenditures	↓	↑	\$ 25,253,902
Total Percentage (Over) / Under	↑	↑	5%
Revenue Benchmark Variance	↑	↓	\$ (441,840)
Expenditure Benchmark Variance	↑	↓	\$ (365,641)
Overall Benchmark Variance	↑	↓	\$ (807,481)
HOSPITALITY FUND			
Cash Balance	↑	↓	\$ 1,945,629
Revenue	↑	↑	\$ 2,157,281
Expenditures	↑	↑	\$ 2,774,959
STORM WATER FUND			
Cash Balance	↑	↓	\$ 2,397,173
Revenue	↑	↓	\$ 1,157,780
Expenditures	↓	↑	\$ 1,432,278

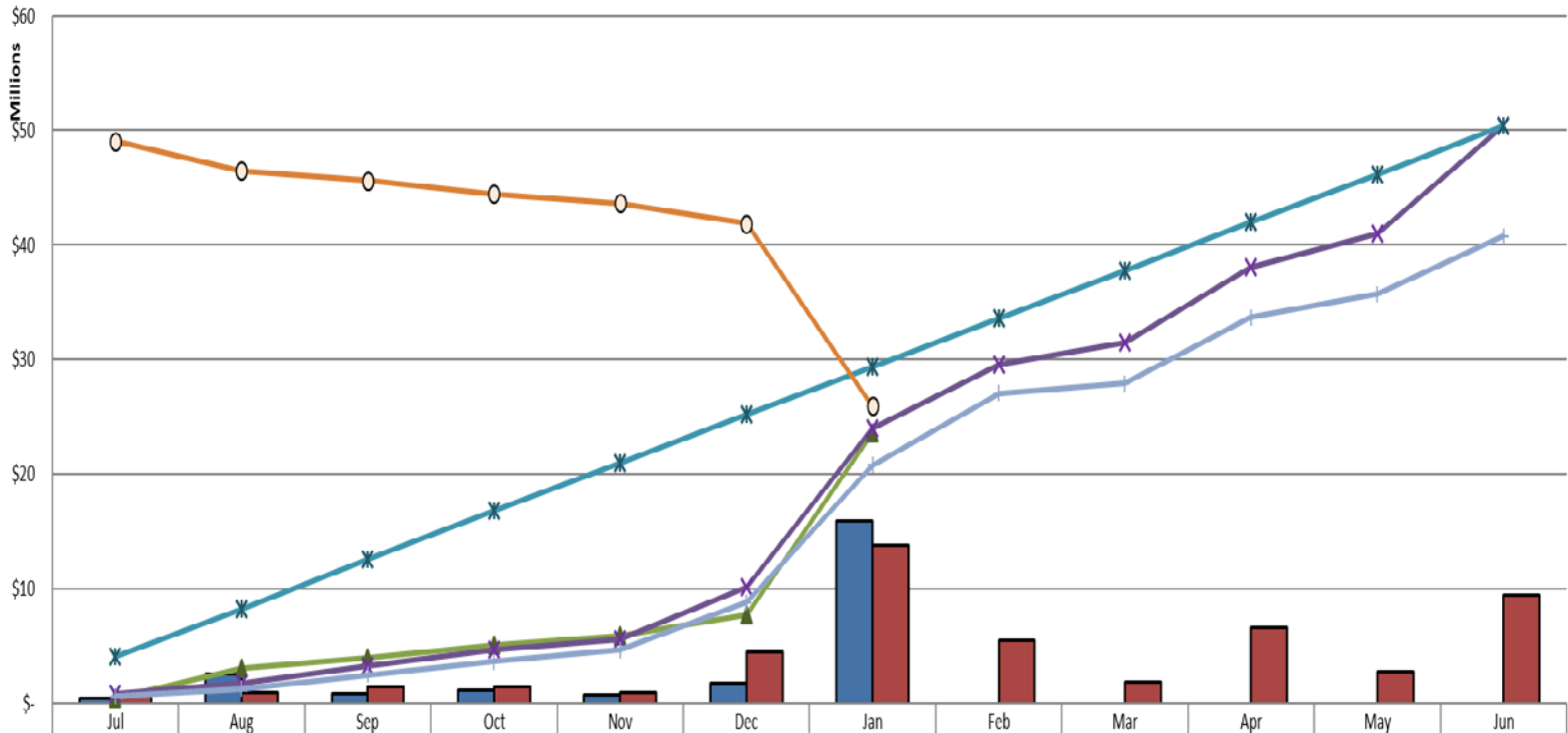
Cash Balance - General Fund

Fiscal Year 2023/24



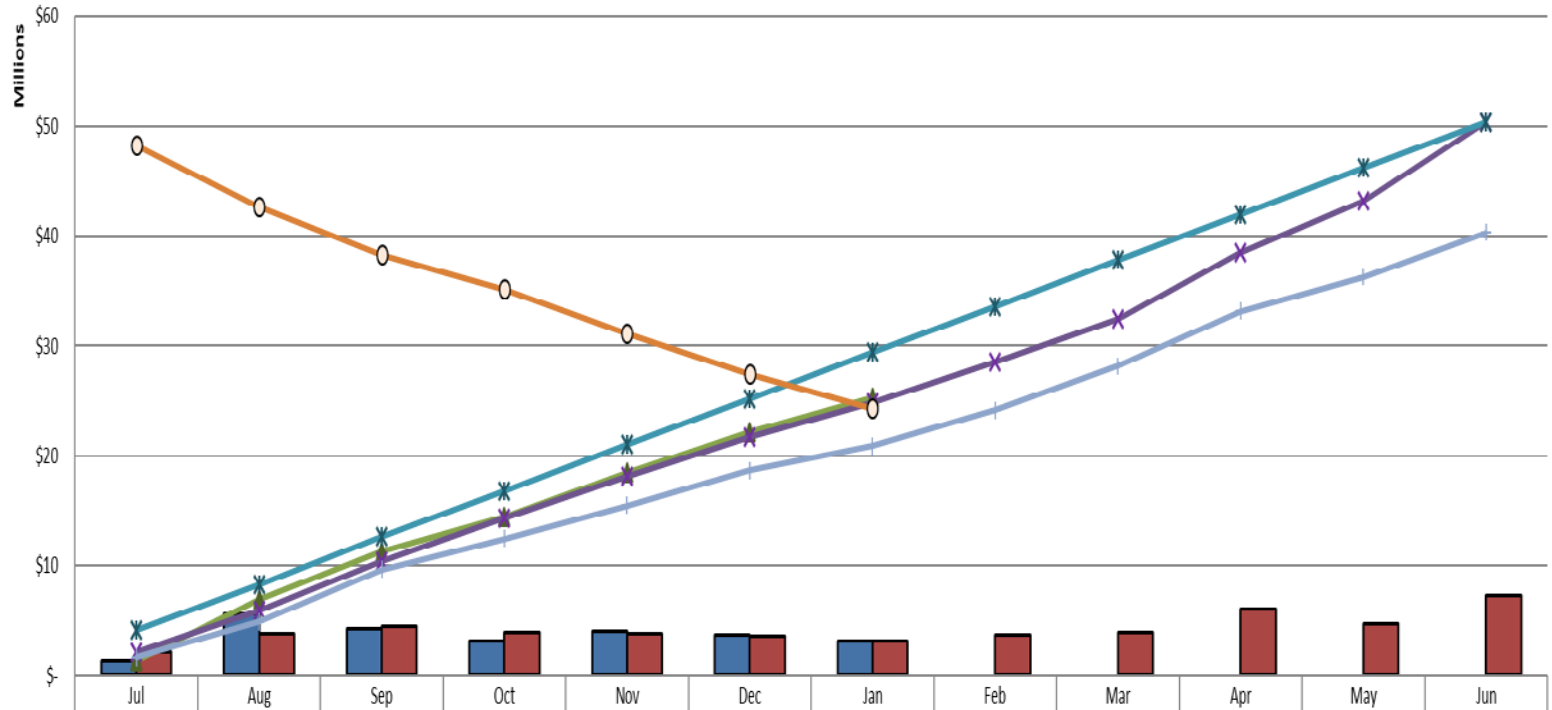
Net Monthly Cash	(2,213,313)	(2,519,699)	(2,658,254)	(3,035,192)	(2,878,350)	(2,683,734)	12,392,426	-	-	-	-	-
Current Fiscal YTD Balance	19,495,285	16,975,586	14,317,332	11,282,140	8,403,790	5,720,056	18,112,482					
Prior Fiscal YTD Balance	15,656,424	14,296,778	12,419,888	10,405,235	8,289,756	9,014,372	18,498,754	22,020,634	20,496,030	21,004,480	19,309,893	21,708,601

Revenue - General Fund Fiscal Year 2023/24



Monthly Actual	506,906	2,587,672	884,890	1,169,266	778,245	1,785,368	15,908,888					
Monthly Benchmark	854,531	926,551	1,506,195	1,450,502	928,919	4,539,855	13,856,522	5,513,753	1,872,802	6,664,871	2,834,802	9,452,288
YTD Actual	506,906	3,094,578	3,979,468	5,148,734	5,926,979	7,712,347	23,621,235					
YTD Benchmark	854,531	1,781,082	3,287,277	4,737,779	5,666,698	10,206,553	24,063,075	29,576,828	31,449,630	38,114,501	40,949,303	50,401,591
YTD Prorated Budget	4,132,291	8,264,582	12,600,398	16,800,530	21,000,663	25,200,796	29,400,928	33,601,061	37,801,193	42,001,326	46,201,458	50,401,591
Prior YTD Actual	615,877	1,292,172	2,495,473	3,683,553	4,698,642	8,849,563	20,792,161	27,072,929	27,913,006	33,702,695	35,739,175	40,767,995
Balance to Collect	49,080,583	46,492,911	45,608,021	44,438,755	43,660,510	41,875,142	25,966,254					

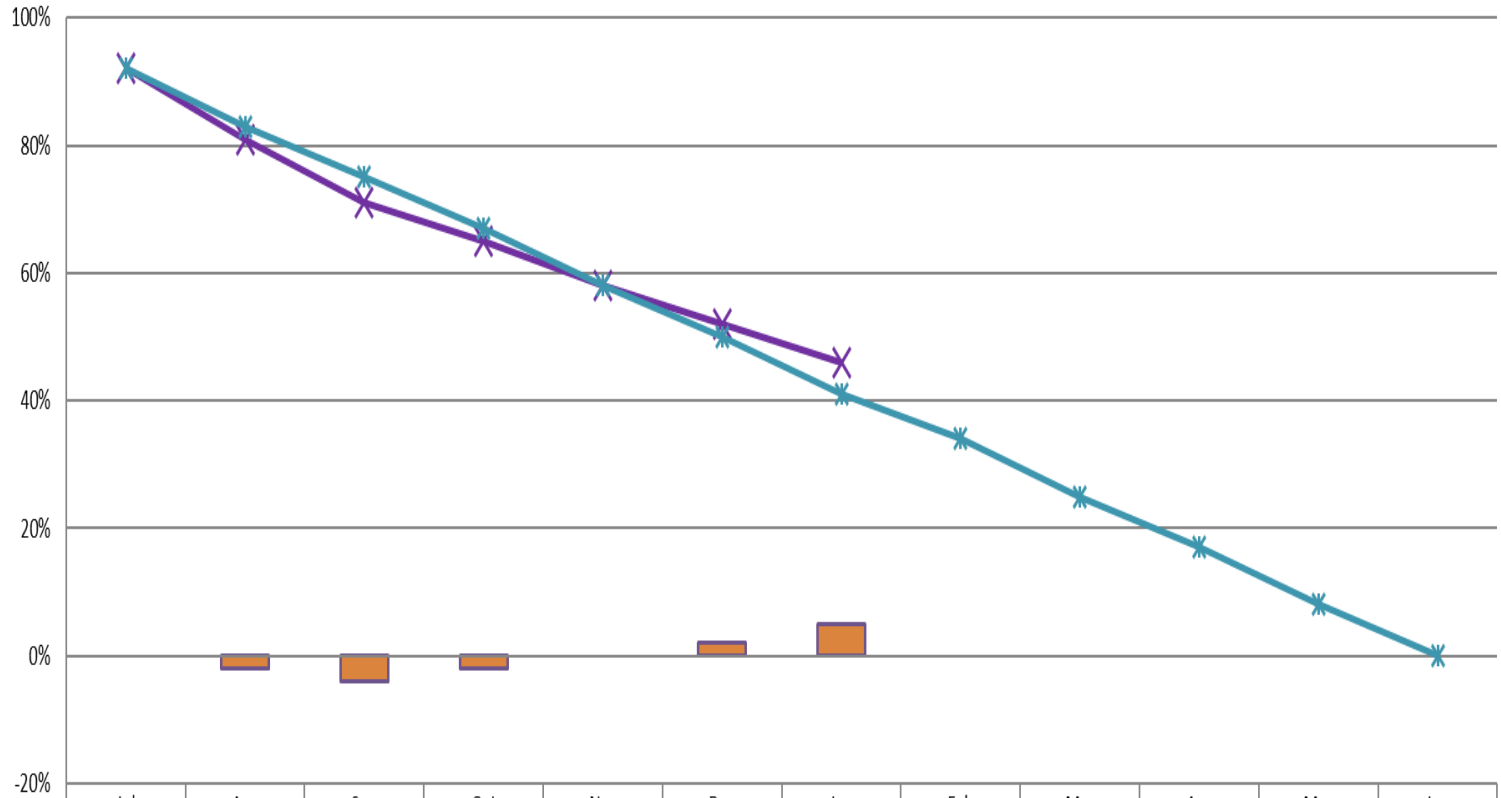
Expenditures - General Fund Fiscal Year 2023/24



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	1,325,099	5,623,431	4,311,099	3,167,748	4,026,397	3,689,483	3,110,644					
Monthly Benchmark	2,171,257	3,816,695	4,454,163	3,934,437	3,766,686	3,566,631	3,178,392	3,686,612	3,912,941	6,015,802	4,666,814	7,231,161
YTD Actual	1,325,099	6,948,531	11,259,630	14,427,377	18,453,774	22,143,257	25,253,902					
YTD Benchmark	2,171,257	5,987,952	10,442,115	14,376,552	18,143,238	21,709,869	24,888,261	28,574,873	32,487,814	38,503,616	43,170,430	50,401,591
YTD Prorated Budget	4,132,291	8,264,582	12,600,398	16,800,530	21,000,663	25,200,796	29,400,928	33,601,061	37,801,193	42,001,326	46,201,458	50,401,591
Prior YTD Actual	1,679,188	4,891,057	9,679,119	12,454,918	15,480,591	18,640,864	20,888,316	24,159,707	28,181,405	33,143,986	36,287,607	40,316,088
Balance to Expend	48,262,390	42,638,958	38,327,859	35,160,112	31,133,715	27,444,232	24,333,587					

Budget Percent Remaining - General Fund

Fiscal Year 2023/24



(Over) Under Budget

Jul

Aug

Sep

Oct

Nov

Dec

Jan

Feb

Mar

Apr

May

Jun

0

-2

-4

-2

0

2

5

Actual Percent Remaining

92

81

71

65

58

52

46

Prorated Percent Remaining

92

83

75

67

58

50

41

34

25

17

8

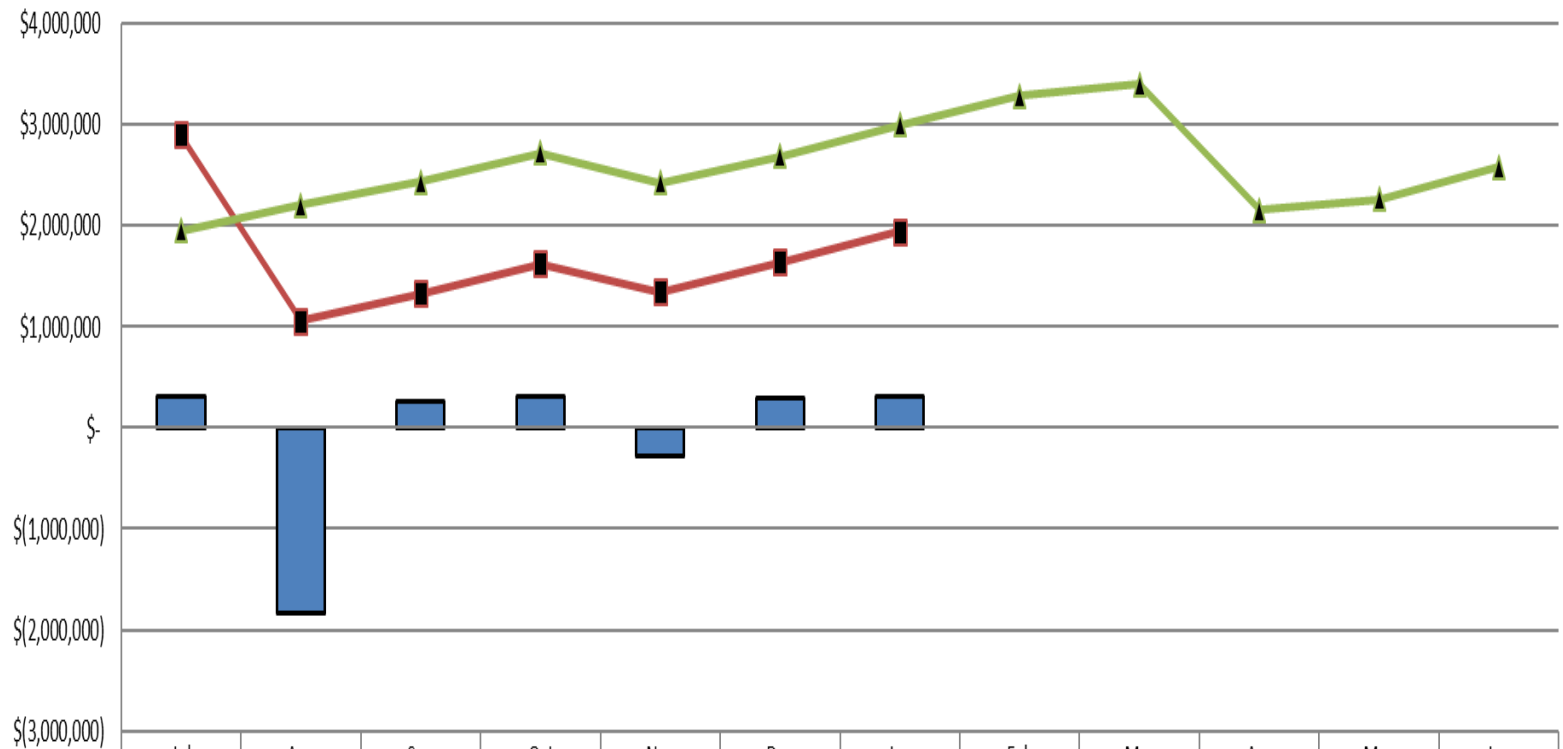
0



Hospitality Taxes Fund

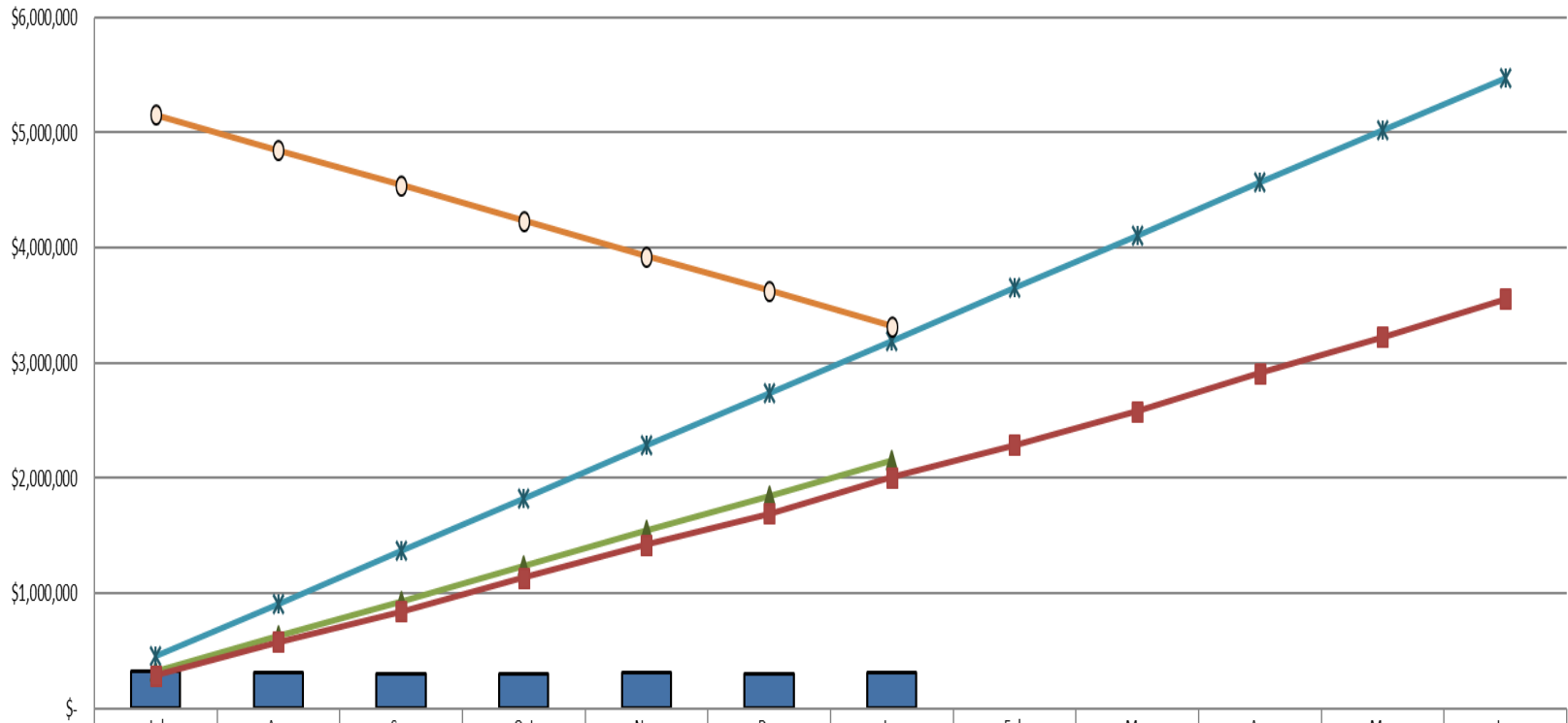
Cash Balance - Hospitality Taxes Fund

Fiscal Year 2023/24



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	315,266	(1,839,869)	266,434	301,781	(277,422)	294,321	302,046	-	-	-	-	-
Current Fiscal YTD Balance	2,898,337	1,058,468	1,324,902	1,626,683	1,349,261	1,643,583	1,945,629					
Prior Fiscal YTD Balance	1,951,971	2,205,460	2,431,882	2,722,197	2,422,719	2,691,229	3,001,840	3,283,225	3,403,874	2,157,367	2,262,263	2,583,072

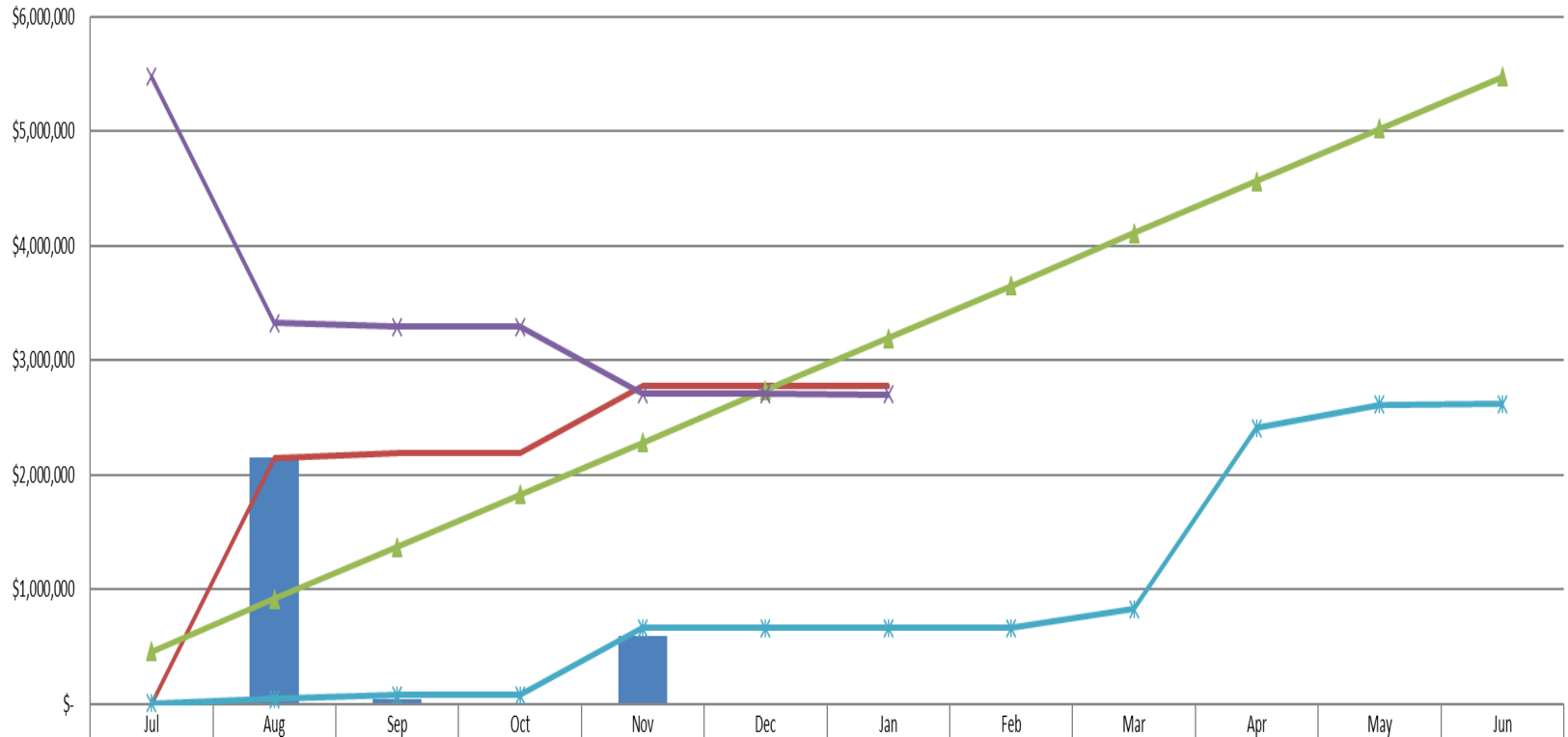
Revenue - Hospitality Taxes Fund Fiscal Year 2023/24



Monthly Actual	322,050	309,068	304,615	304,885	312,126	297,169	307,369					
YTD Actual	322,050	631,118	935,733	1,240,617	1,552,743	1,849,912	2,157,281					
YTD Prorated Budget	456,443	912,886	1,369,329	1,825,772	2,282,215	2,738,658	3,195,100	3,651,543	4,107,986	4,564,429	5,020,872	5,477,315
Prior YTD Actual	286,962	580,032	844,657	1,136,517	1,421,907	1,691,987	2,006,625	2,290,827	2,578,478	2,913,746	3,227,720	3,554,763
Balance to Collect	5,155,265	4,846,197	4,541,582	4,236,698	3,924,572	3,627,403	3,320,034					

Expenditures - Hospitality Taxes Fund

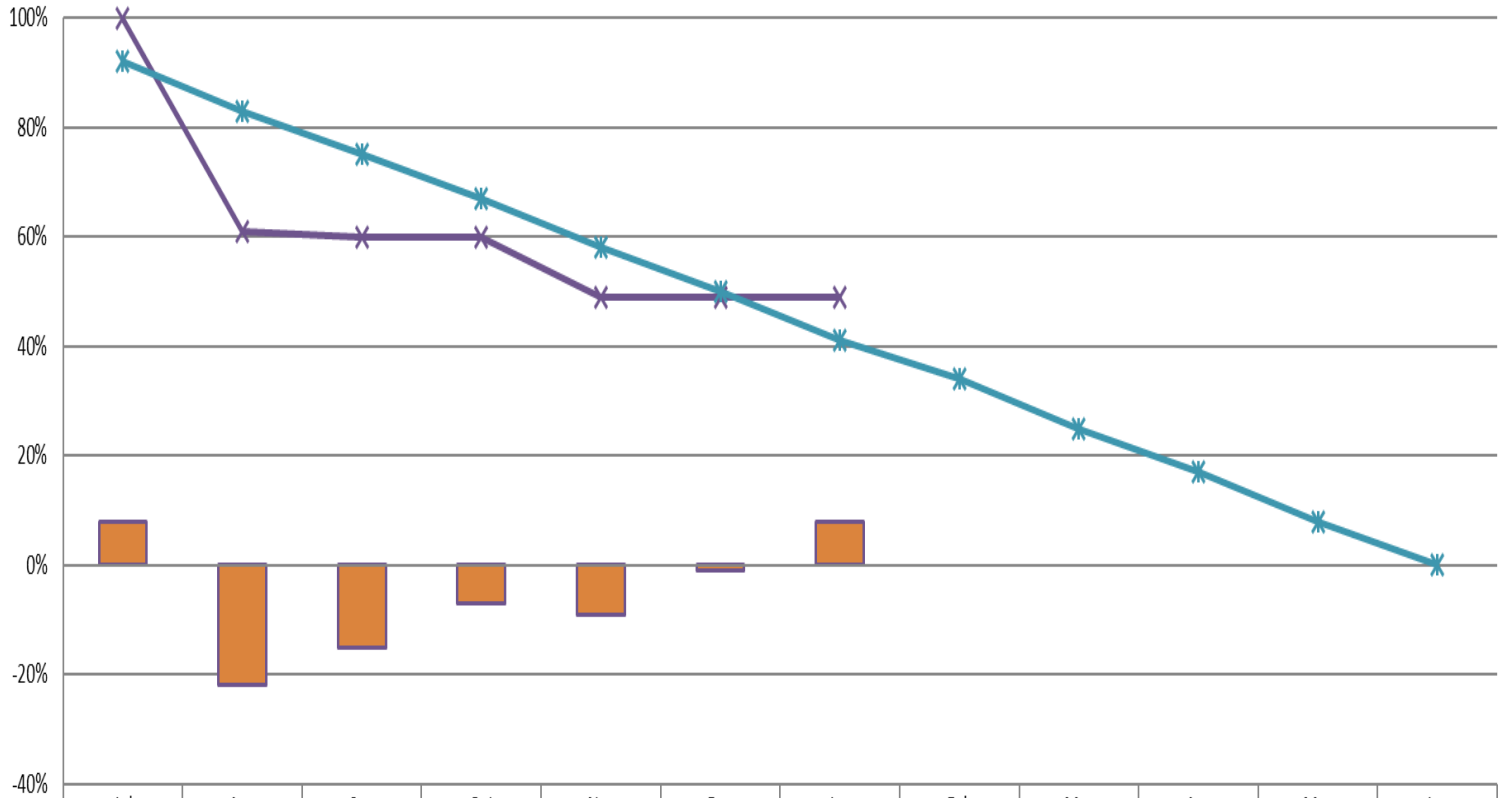
Fiscal Year 2023/24



Monthly Actual	4,226	2,145,146	35,592	500	586,899	0	2,595					
YTD Actual	4,226	2,149,372	2,184,964	2,185,464	2,772,364	2,772,364	2,774,959					
YTD Prorated Budget	456,443	912,886	1,369,329	1,825,772	2,282,215	2,738,658	3,195,100	3,651,543	4,107,986	4,564,429	5,020,872	5,477,315
Prior YTD Actual	1,000	39,418	75,378	76,264	659,399	659,399	659,871	661,896	825,451	2,404,973	2,611,879	2,615,680
Balance to Expend	5,473,089	3,327,943	3,292,351	3,291,851	2,704,951	2,704,951	2,702,356					

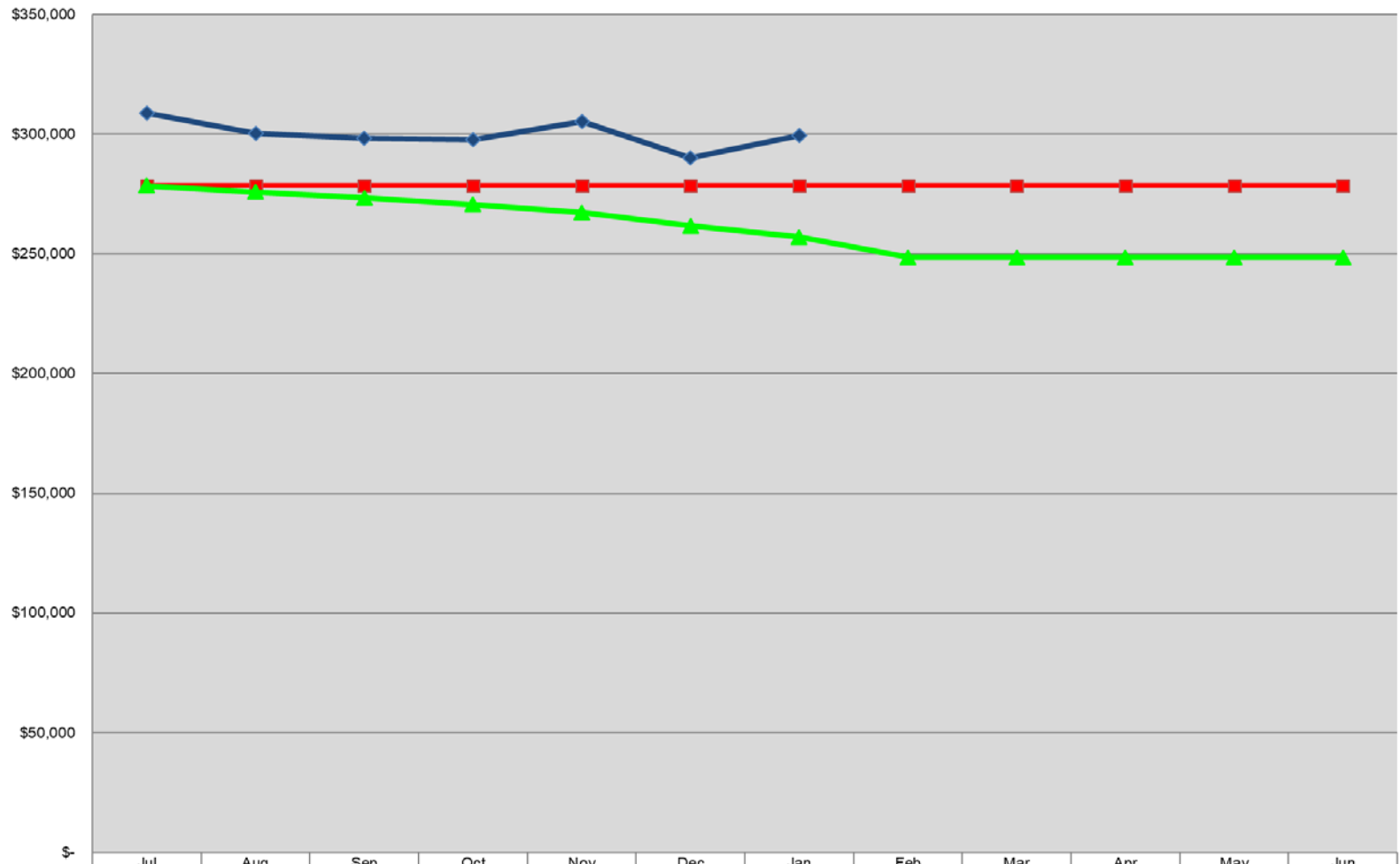
Budget Percent Remaining - Hospitality Taxes Fund

Fiscal Year 2023/24



(Over) Under Budget	8	-22	-15	-7	-9	-1	8					
Actual Percent Remaining	100	61	60	60	49	49	49					
Prorated Percent Remaining	92	83	75	67	58	50	41	34	25	17	8	0

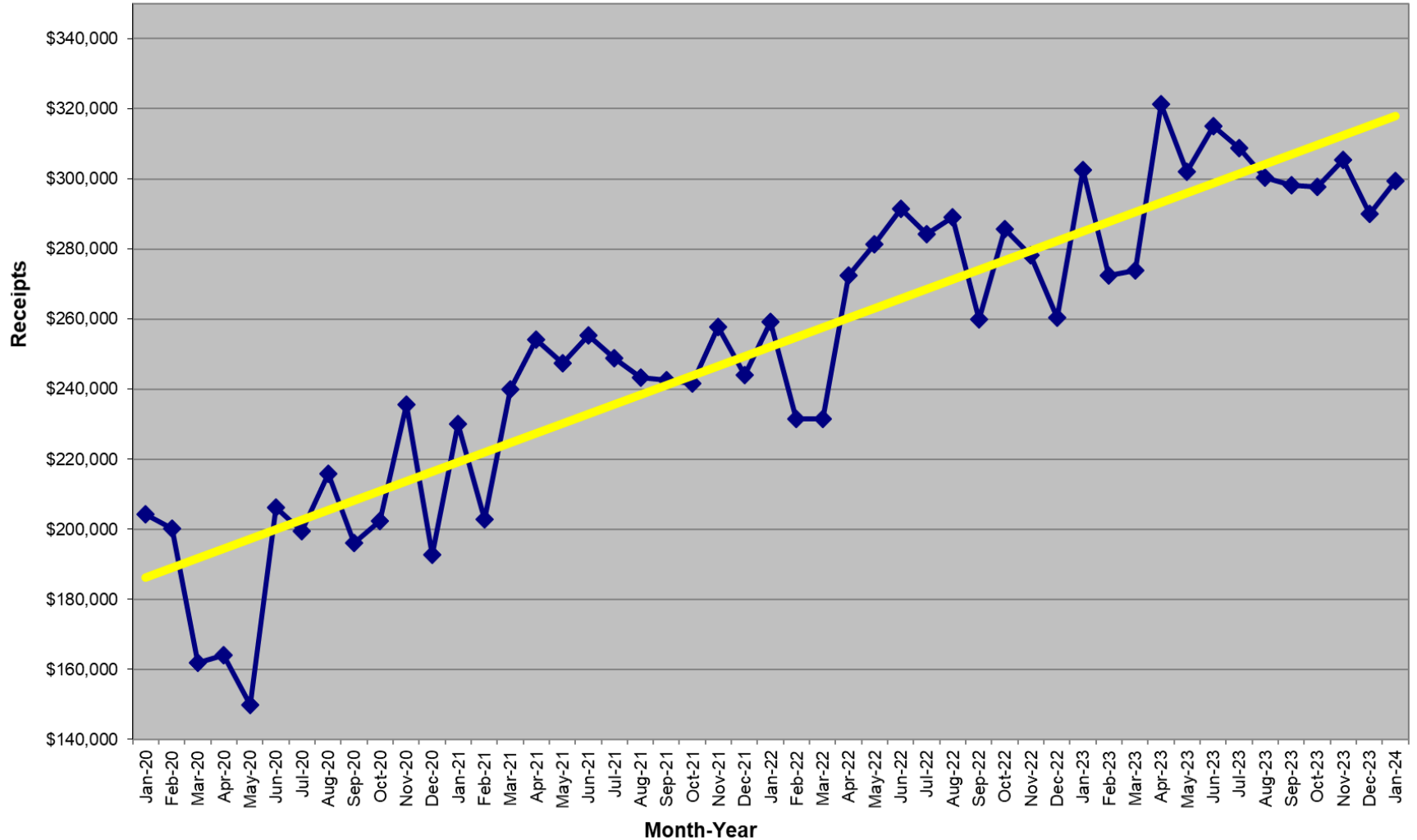
Hospitality Taxes Fiscal Year 2023/24



Monthly Actual	308,704	300,387	298,276	297,625	305,376	290,025	299,429					
Monthly Budget	278,526	278,526	278,526	278,526	278,526	278,526	278,526	278,526	278,526	278,526	278,526	278,526
Budget Requirement	278,526	275,783	273,322	270,550	267,165	261,707	256,987	248,499	248,499	248,499	248,499	248,497

Hospitality Tax

4 - Year Trending

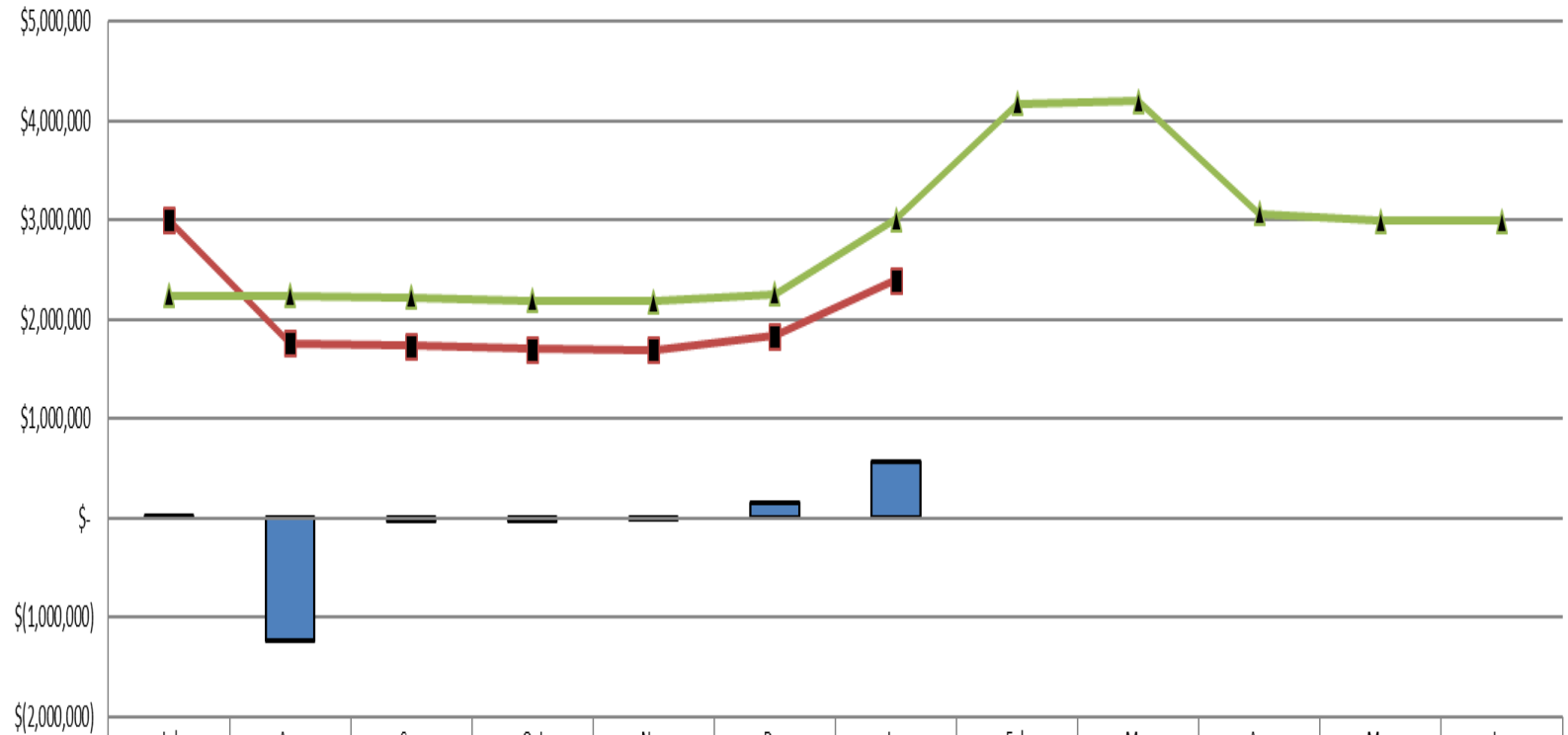




Storm Water Fund

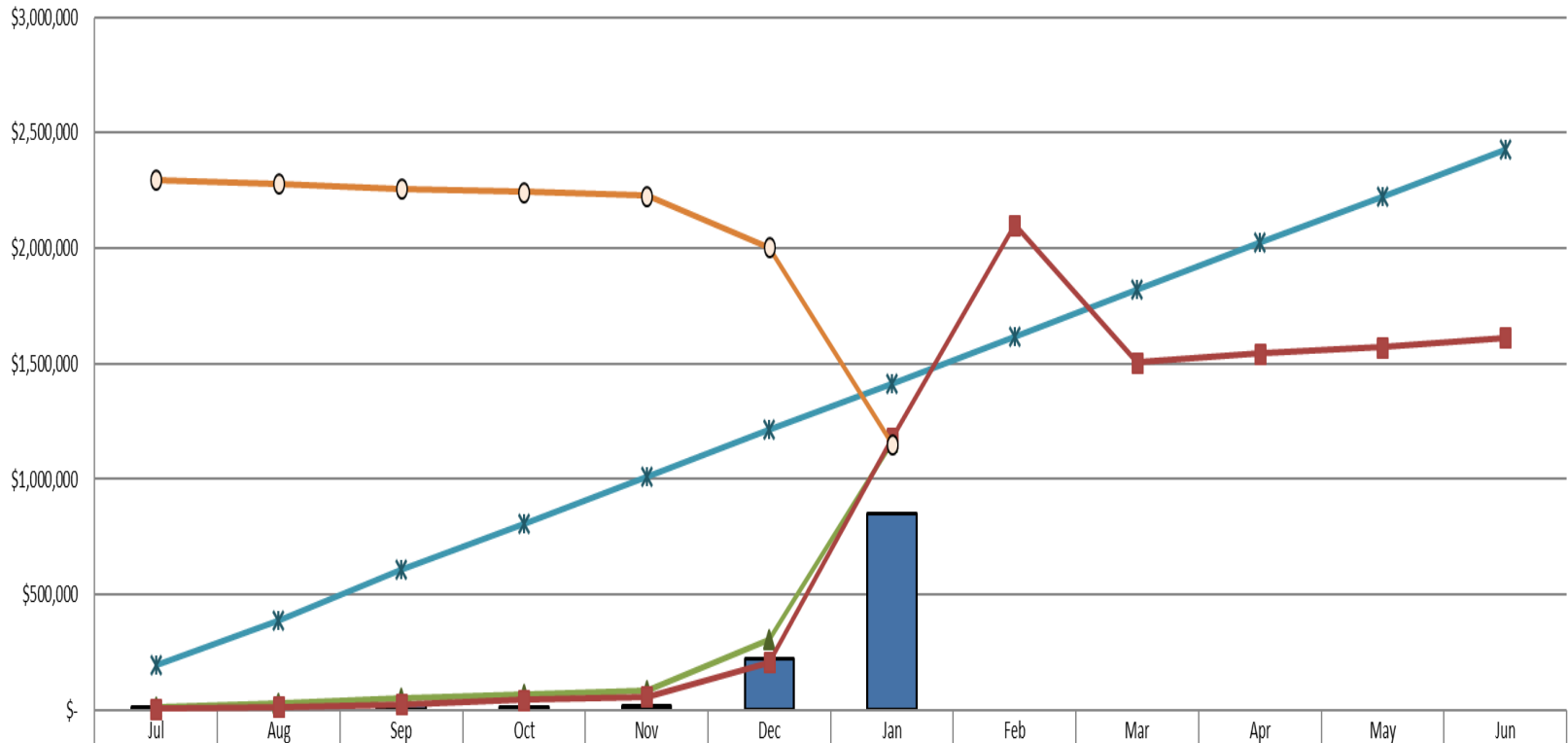
Cash Balance - Storm Water Fund

Fiscal Year 2023/24



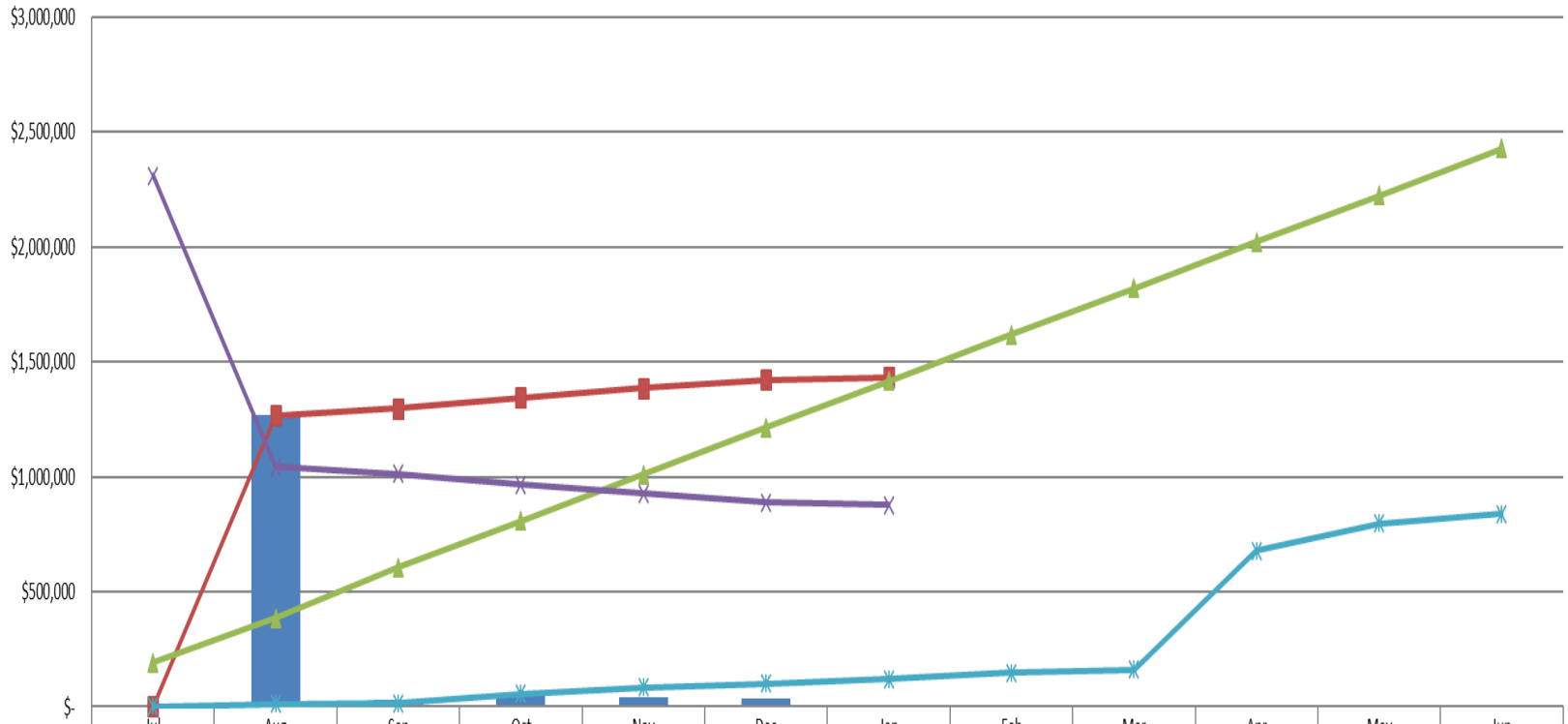
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	8,362	(1,242,001)	(22,871)	(31,720)	(15,005)	145,882	560,917	-	-	-	-	-
Current Fiscal YTD Balance	3,001,971	1,759,969	1,737,099	1,705,379	1,690,374	1,836,255	2,397,173					
Prior Fiscal YTD Balance	2,235,621	2,238,864	2,225,263	2,191,628	2,178,692	2,253,562	3,009,050	4,174,748	4,197,655	3,066,870	2,988,928	2,993,610

Revenue - Storm Water Taxes Fund Fiscal Year 2023/24



Monthly Actual	15,473	14,919	21,902	14,550	16,872	222,081	851,983					
YTD Actual	15,473	30,392	52,294	66,844	83,716	305,797	1,157,780					
YTD Prorated Budget	192,555	385,109	606,689	808,919	1,011,149	1,213,379	1,415,608	1,617,838	1,820,068	2,022,298	2,224,527	2,426,757
Prior YTD Actual	6,726	15,219	24,228	44,196	59,591	206,612	1,178,392	2,099,583	1,505,464	1,542,752	1,572,674	1,613,875
Balance to Collect	2,295,183	2,280,264	2,258,362	2,243,812	2,226,940	2,004,859	1,152,876					

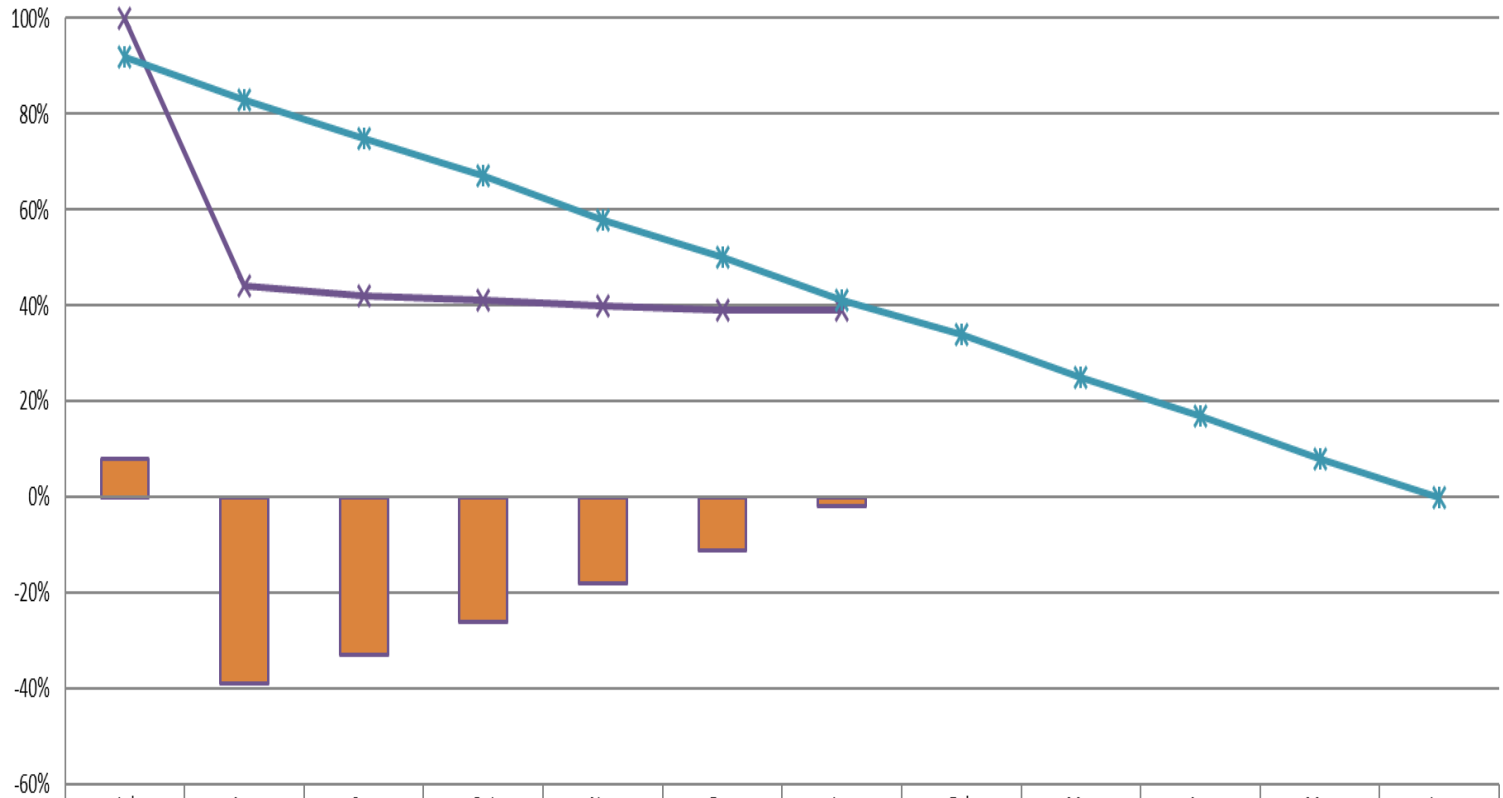
Expenditures - Storm Water Fund Fiscal Year 2023/24



Monthly Actual	997	1,267,076	29,697	46,102	40,790	37,316	10,300					
YTD Actual	997	1,268,073	1,297,770	1,343,872	1,384,662	1,421,978	1,432,278					
YTD Prorated Budget	192,555	385,109	606,689	808,919	1,011,149	1,213,379	1,415,608	1,617,838	1,820,068	2,022,298	2,224,527	2,426,757
Prior YTD Actual	-	11,483	15,848	57,571	84,628	100,925	119,346	146,338	161,873	677,734	796,129	838,960
Balance to Expend	2,309,659	1,042,583	1,012,886	966,784	925,994	888,678	878,378					

Budget Percent Remaining - Storm Water Fund

Fiscal Year 2023/24



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
(Over) Under Budget	8	-39	-33	-26	-18	-11	-2					
Actual Percent Remaining	100	44	42	41	40	39	39					
Prorated Percent Remaining	92	83	75	67	58	50	41	34	25	17	8	0

Category Number:
Item Number: 4.



AGENDA
GREER CITY COUNCIL
2/27/2024

Fire Department Activity Report - January 2024

ATTACHMENTS:

Description		Upload Date	Type
📎	Fire Department Activity Report - January 2024	2/20/2024	Backup Material



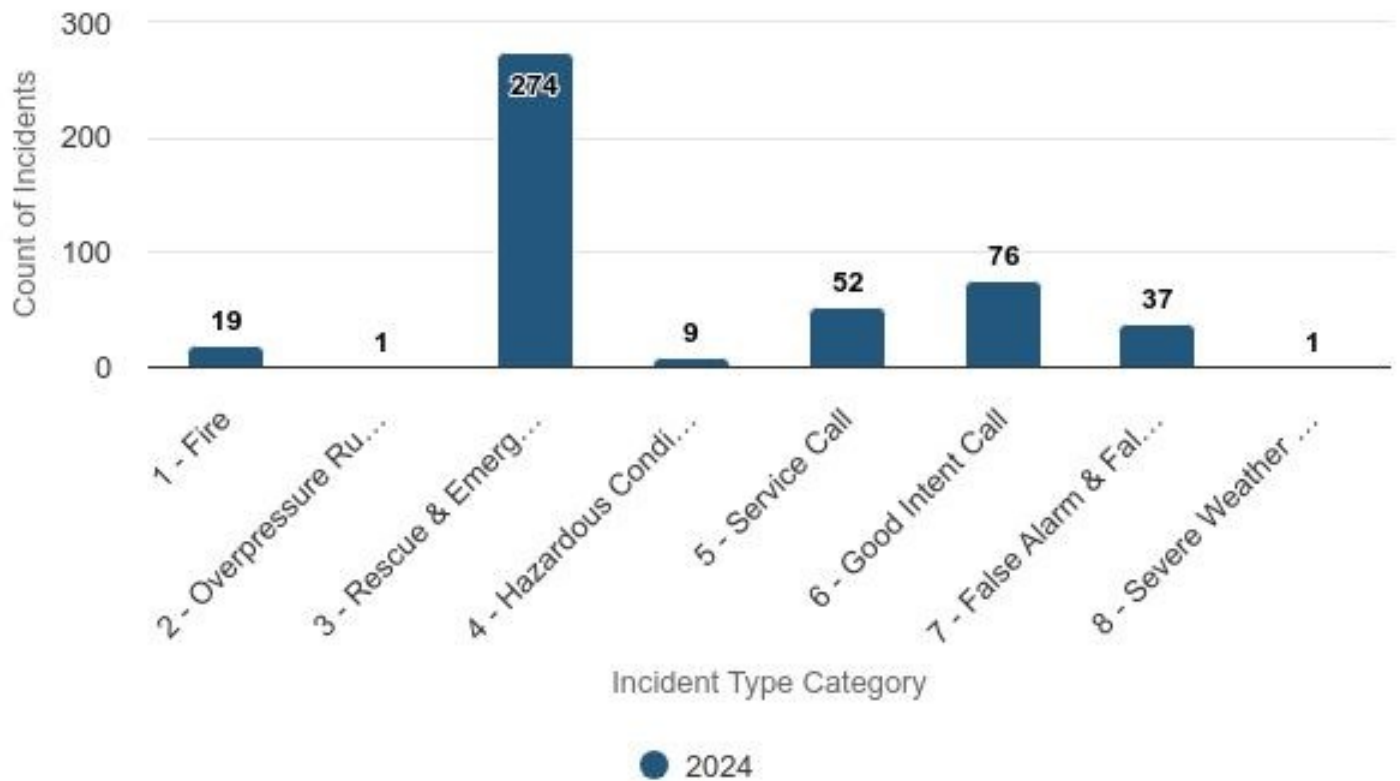
JANUARY

2024

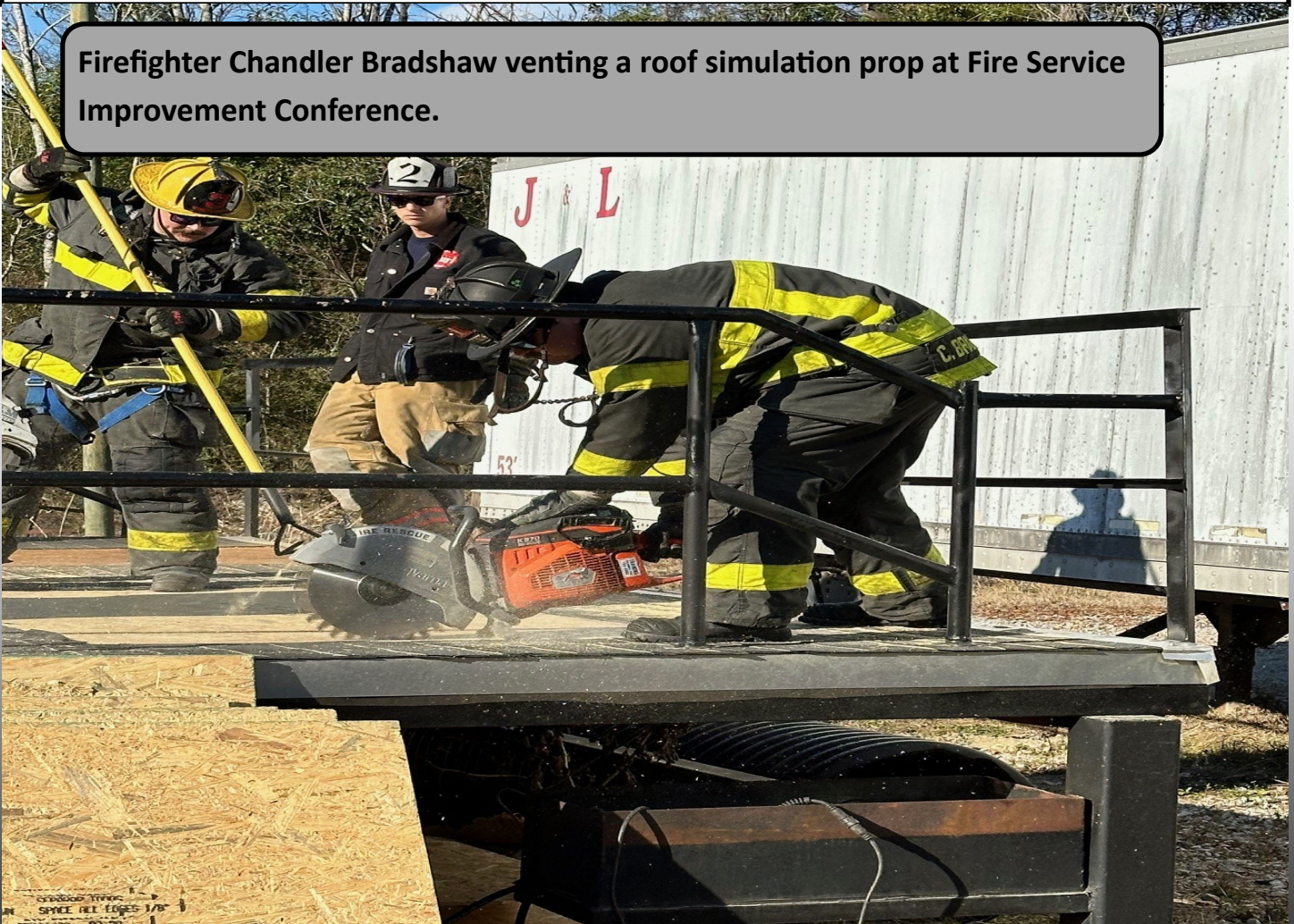
CITY OF GREER
FIRE DEPARTMENT
MONTHLY REPORT

Incidents by Category and Year

Jan 01, 2024 to Jan 31, 2024

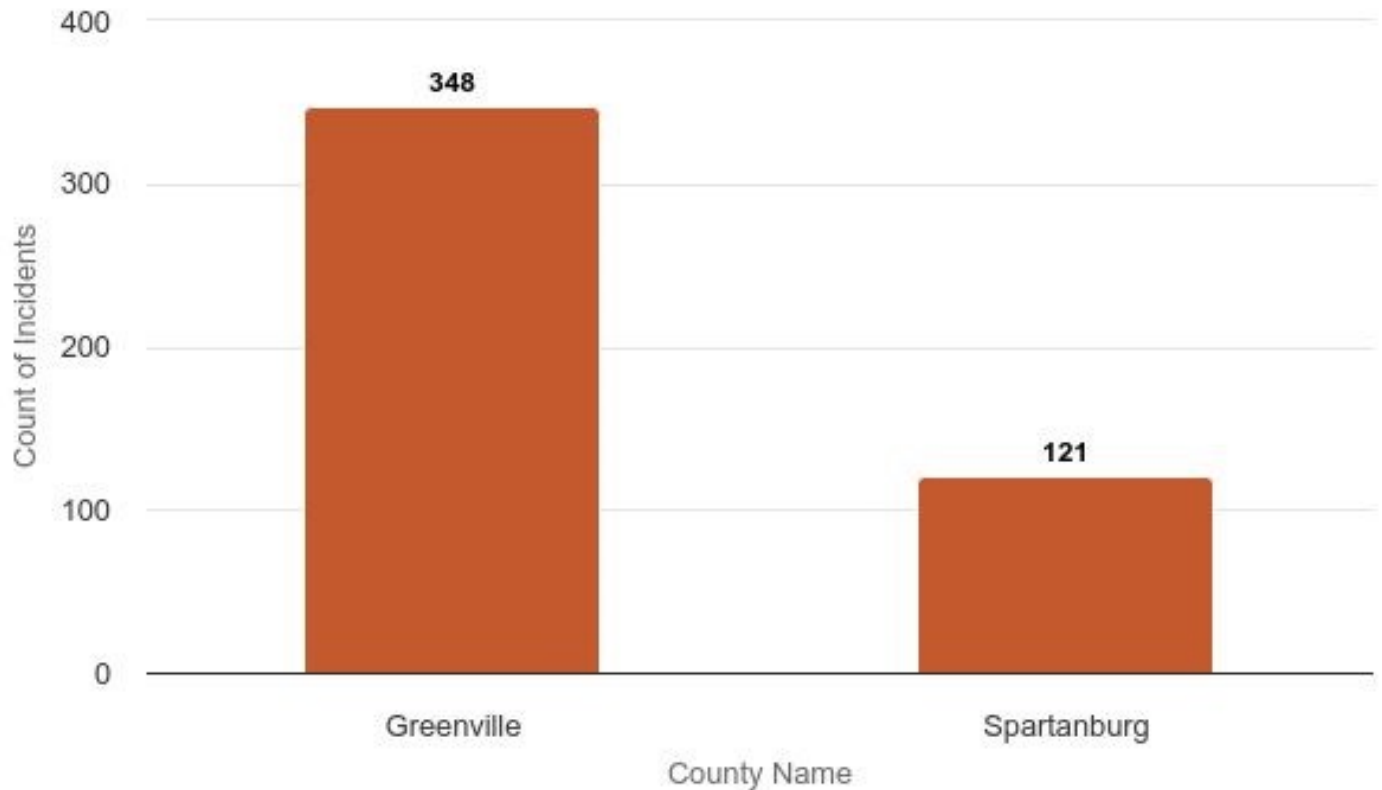


Firefighter Chandler Bradshaw venting a roof simulation prop at Fire Service Improvement Conference.



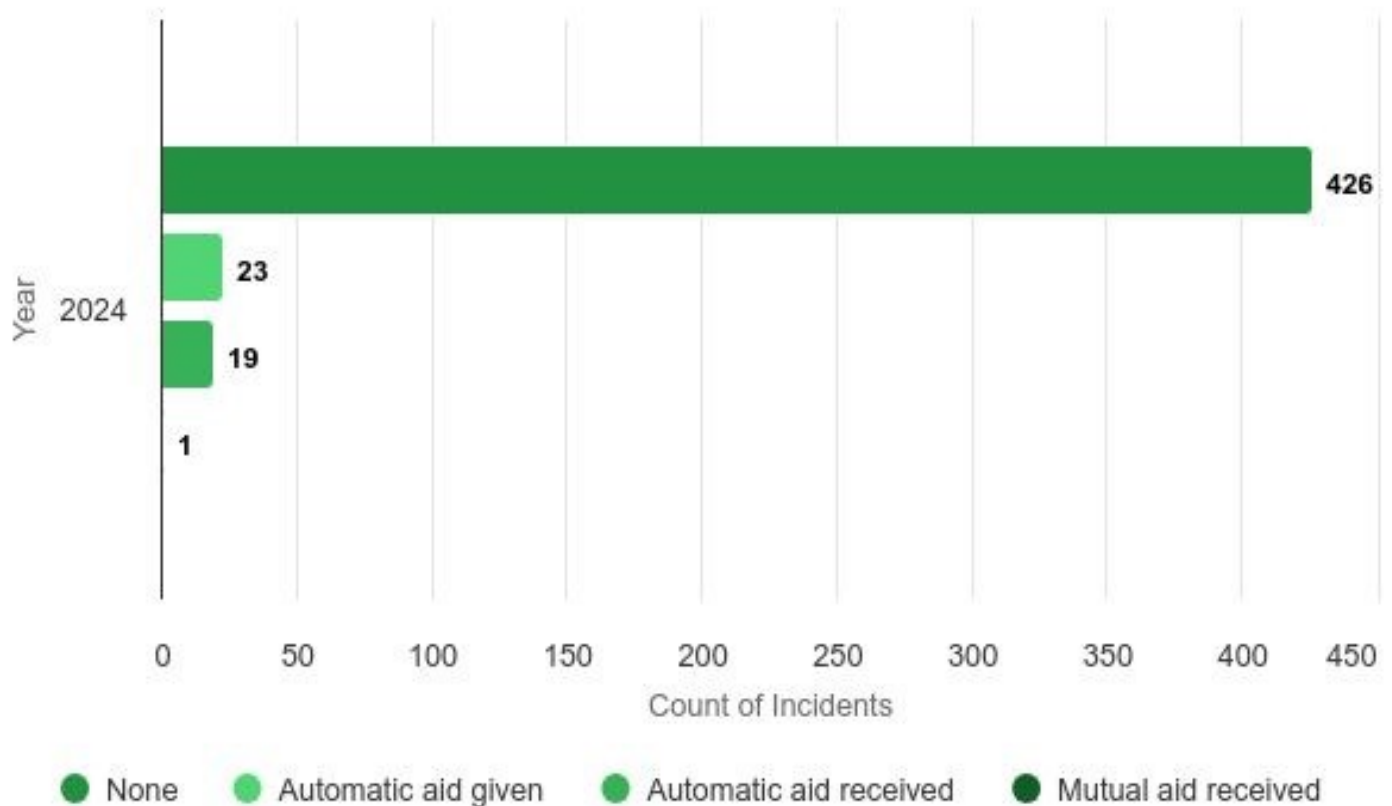
Incidents by County Name (Top 15)

Jan 01, 2024 to Jan 31, 2024



Aid Given and Received by Year

Jan 01, 2024 to Jan 31, 2024



Unit Average Turnout Time (Seconds)

Jan 01, 2024 to Jan 31, 2024



Unit 90th Percentile Turnout Time (Seconds)

Jan 01, 2024 to Jan 31, 2024



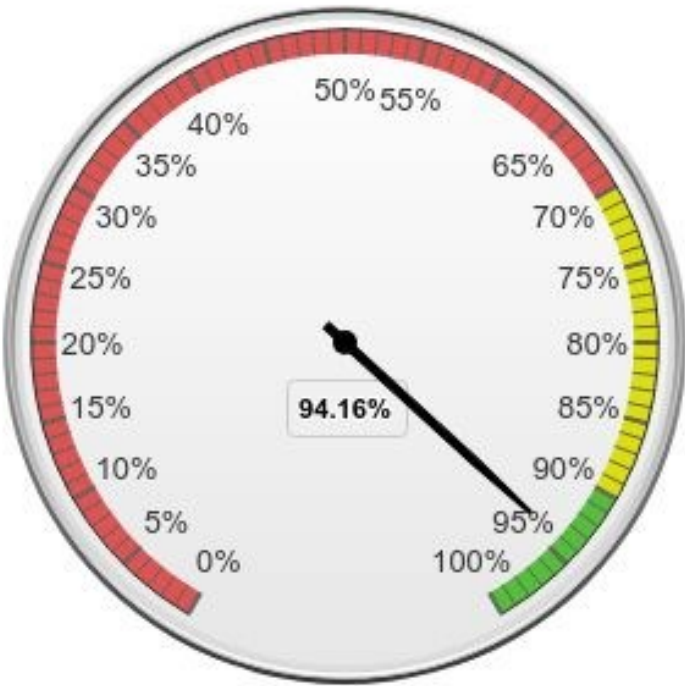
Unit Average Total Response Time (HH:MM:SS)

Jan 01, 2024 to Jan 31, 2024

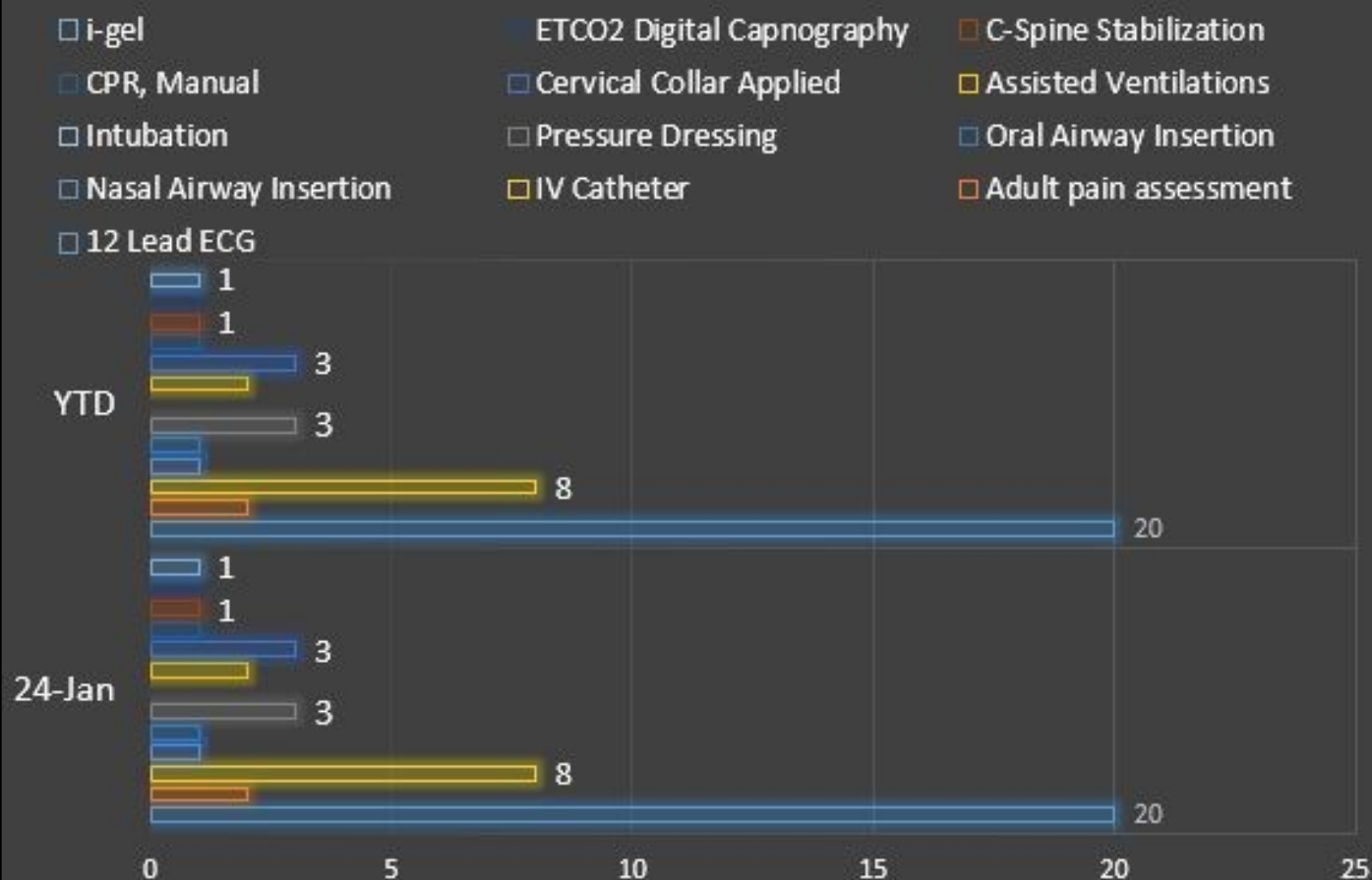


Percentage of Unit Total Response Times Under 09:00 Minutes

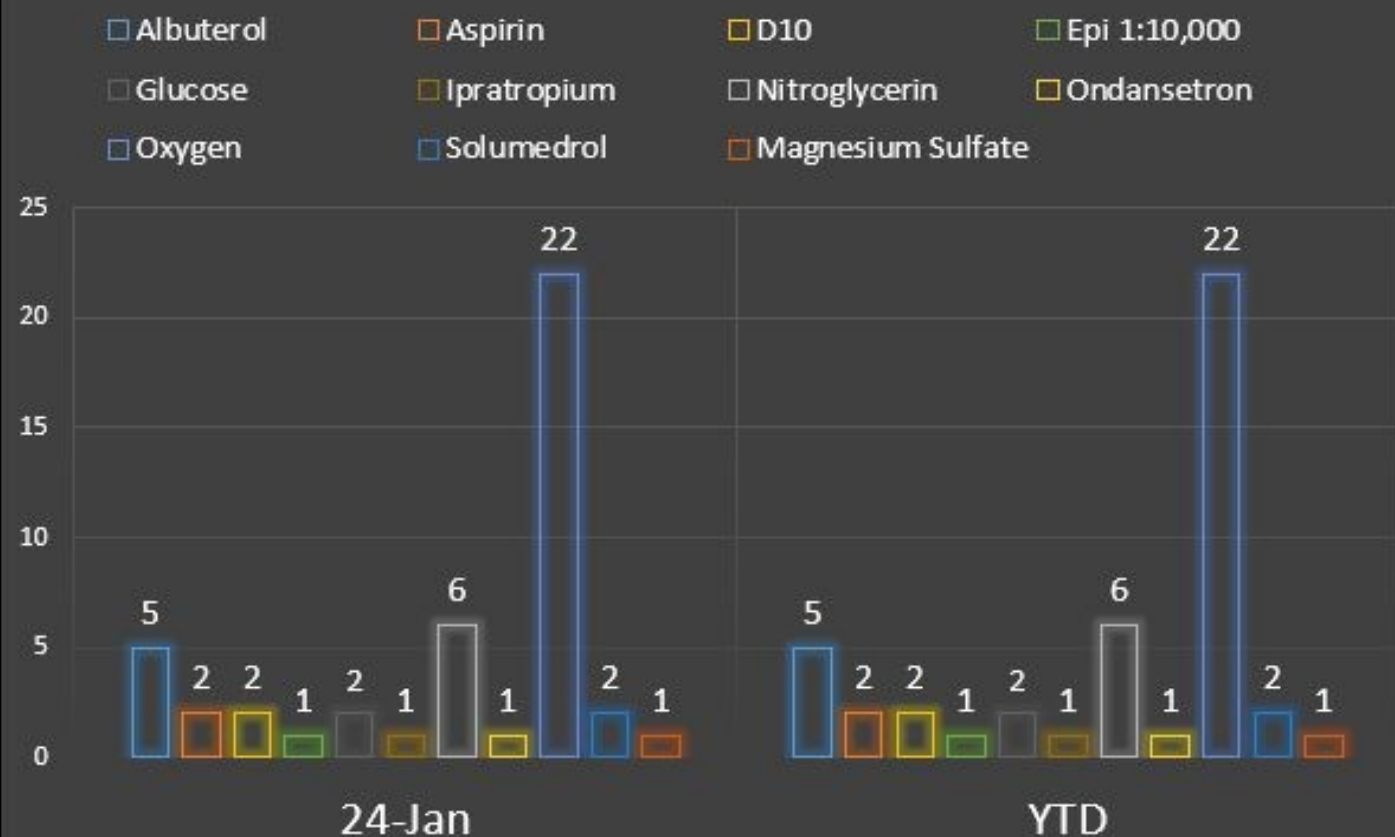
Jan 01, 2024 to Jan 31, 2024



Treatments Provided

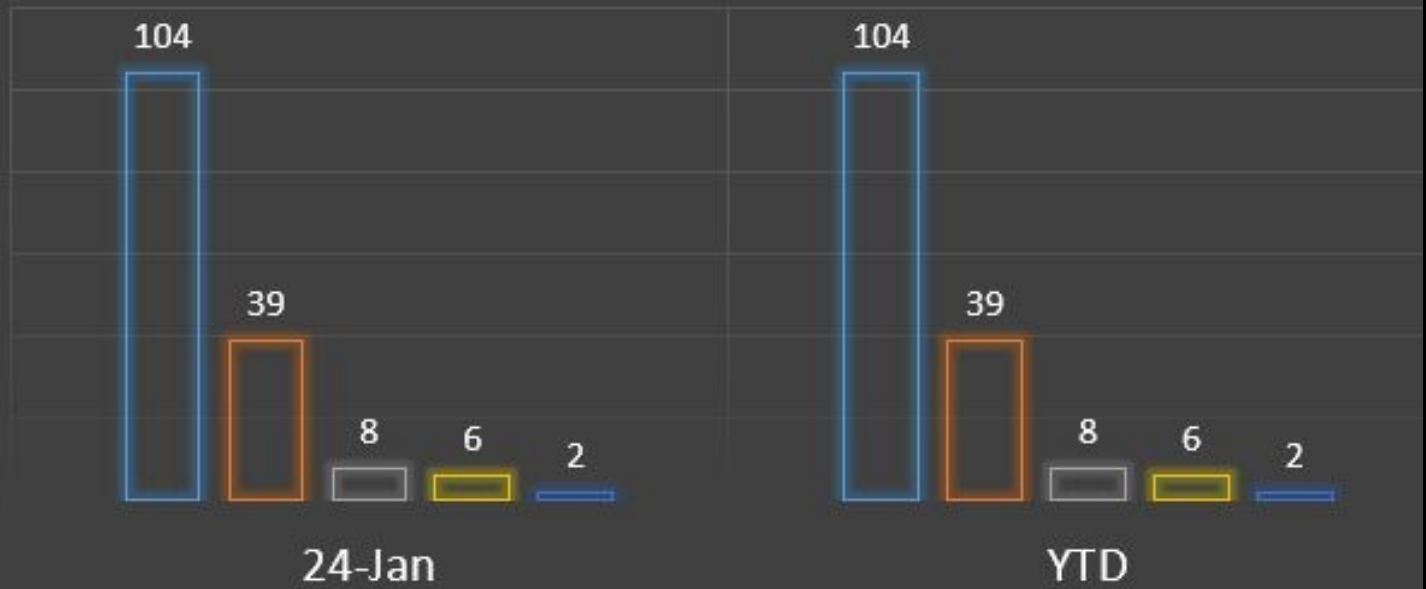


Medications Administered



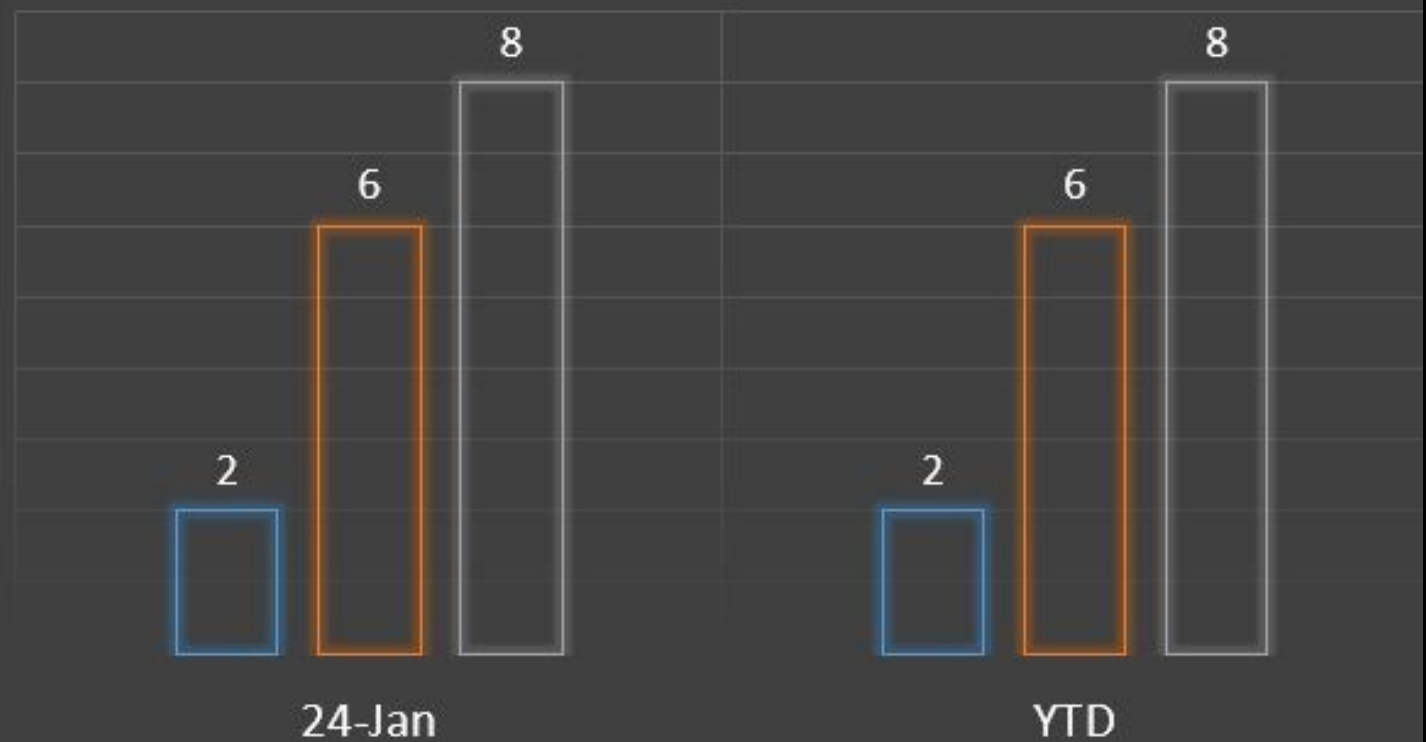
EMS Arrival Delays

- Less than 10 minutes ■ Greater than 10 Minutes ■ Greater than 20 Minutes
■ Greater than 30 Minutes ■ Greater than 40 Minutes

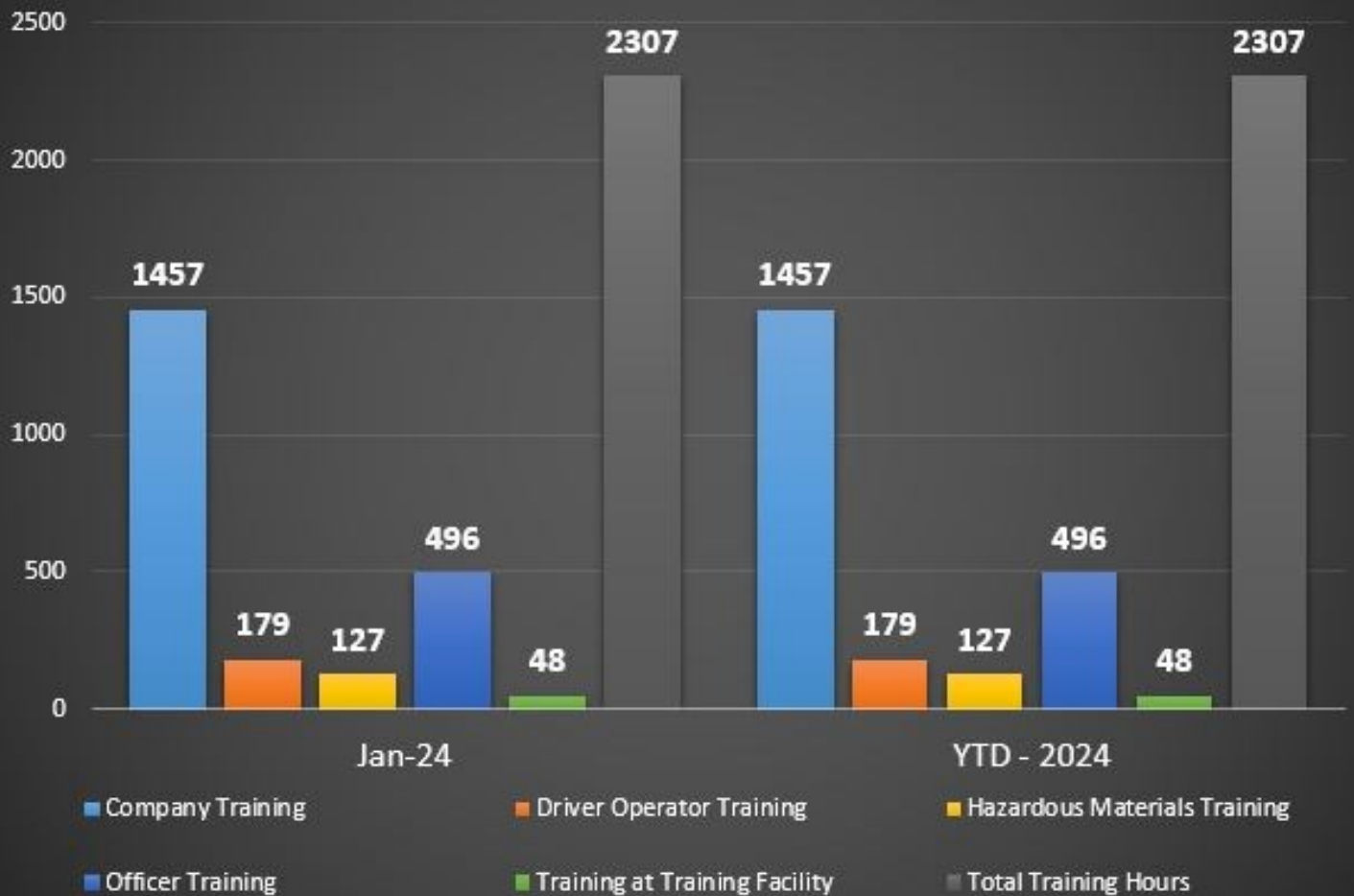


Provide ALS for Transport Unit

- Greenville County ■ Spartanburg County ■ Total



2024 Department Training



The following personnel completed training in the month of January:

Training:

Recruit Firefighters Manny Vazquez and Gabe Larkin started recruit school in Oconee County Daniel Hanson, Eric Carlson, Chandler Bradshaw, Timothy Scouten and Holzheimer attended SCSFA Fire Service Improvement Conference in Columbia, SC.

Greer has now added instructors for E.P.C. (emergency pediatric care)

AMLS (advanced Medical life support). With the additions of those classes we now have the capabilities of teaching, TECC, PHTLS, ACLS, PALS, EPC, AMLS.

Car Seat Tech Course and Refresher: Chandler Bradshaw, Chase Bradshaw, Paul Brown, Tyler Collins, Chase Dotson, McCauley Hannah, Drew Holleman, Kevin Holtzclaw, Josh Holzheimer, Cameron Nicholson, and Scott Tompkins

Blue Card Certification—Chase Bradshaw, Eric Carlson. Tyler Collins, Chase Dotson, and Calem Upton. The class was taught by Holzheimer, Lister, Kickler, and Norris.

Jake Sims—Pump Ops II

Chandler Bradshaw—EVDT and Pump Ops I

Evan Williams—Multi Family Fire Operations



1-14-24

BAT41, EN42, R41, EN56 responded to a MVC with entrapment at S. Buncombe and Hood Road. One person extricated and transported by GEMS

1-23-24

EN41 and BAT41 responded to 2611 Old Ansel School Rd. Lake Cunningham FD arrived to a fully involved outbuilding. Engine 41 assisted with fire attack and BAT41 was in command.



1-28-24

EN42, EN56, L14, BAT41 responded to a MVC with entrapment. One person extricated and transported by GEMS.



1st Call of 2024

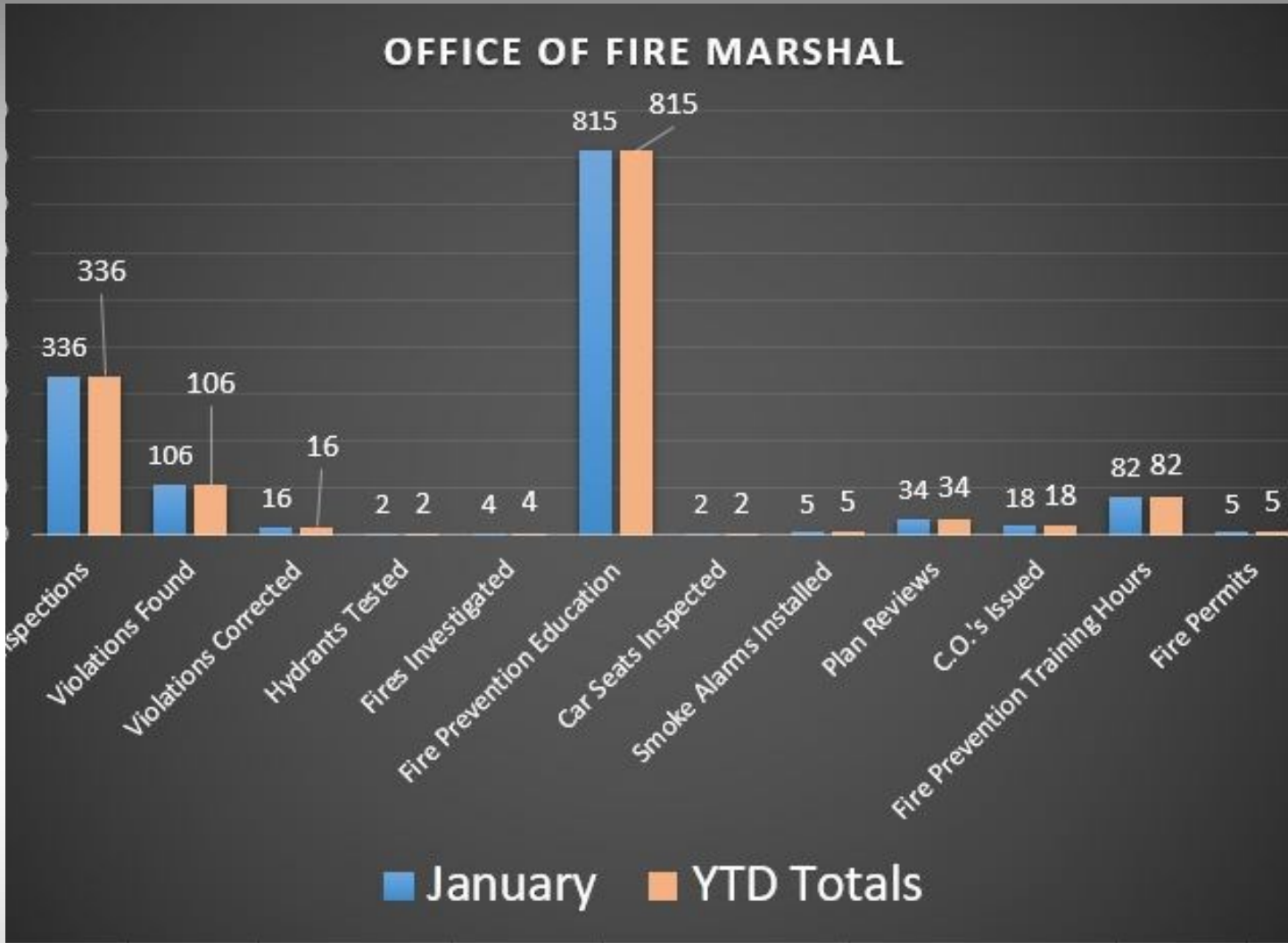
1/1/2024 Units were alerted to a grass fire threatening the apartments at 1310 Waypoint Dr. EN42 arrived on scene was able to quickly extinguish the fire and preventing an damage.



1/14/2024 (14:46) - EN41, EN42, EN56, and BAT41 responded to a grass fire threatening structures at 867 Thread Way. Crews were able to quickly extinguish the fire and minimize property damage. The on call Fire Marshal was called to investigate.



ADMINISTRATION



STAFFING REPORT					
DIVISION	TOTAL POSITIONS ALLO- CATED	CURRENT STAFFING LEVEL	STAFF ON LIGHT DUTY/LEAVE	POSITIONS TO FILL	IN PROCESS
OPERATIONS	56	54	1	0	2
ADMINISTRATION	8	8	0	0	0
PART-TIME	16	13	0	2	0

Category Number:
Item Number: 5.



AGENDA
GREER CITY COUNCIL
2/27/2024

Municipal Court Activity Report - January 2024

ATTACHMENTS:

Description	Upload Date	Type
☐ Monthly Report January 2024	2/22/2024	Backup Material



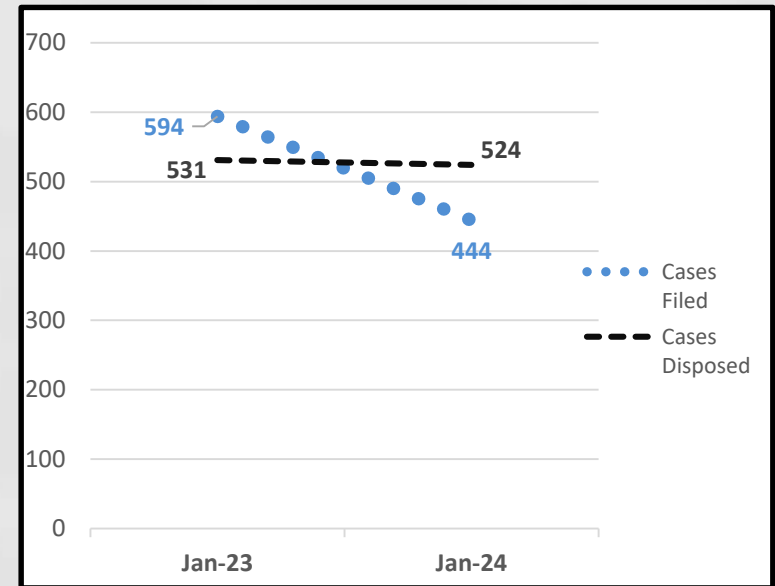
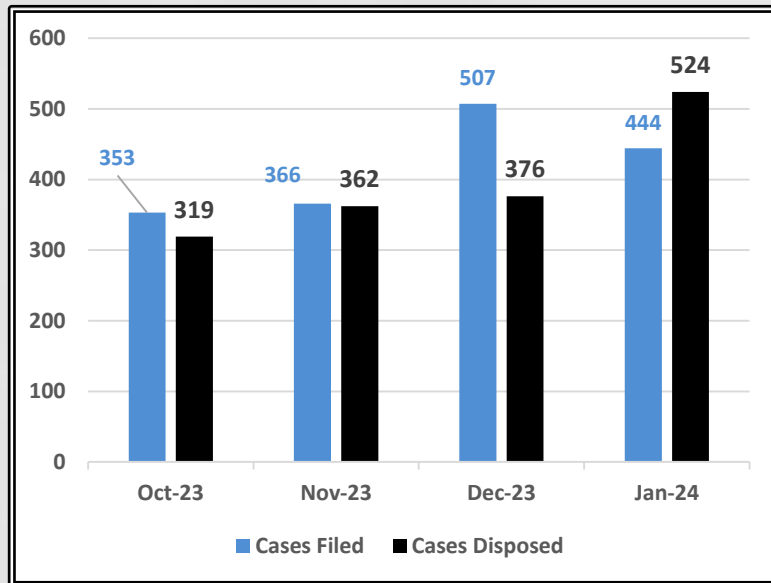
MUNICIPAL COURT

Monthly Report
January 2024

Traffic, Criminal and City Ordinances

Total cases disposed: **524**

Total cases filed by officers: **444**



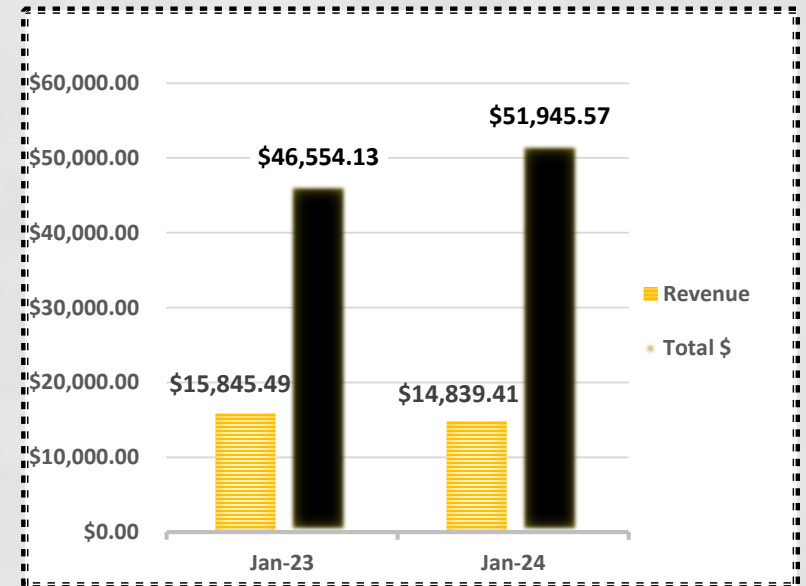
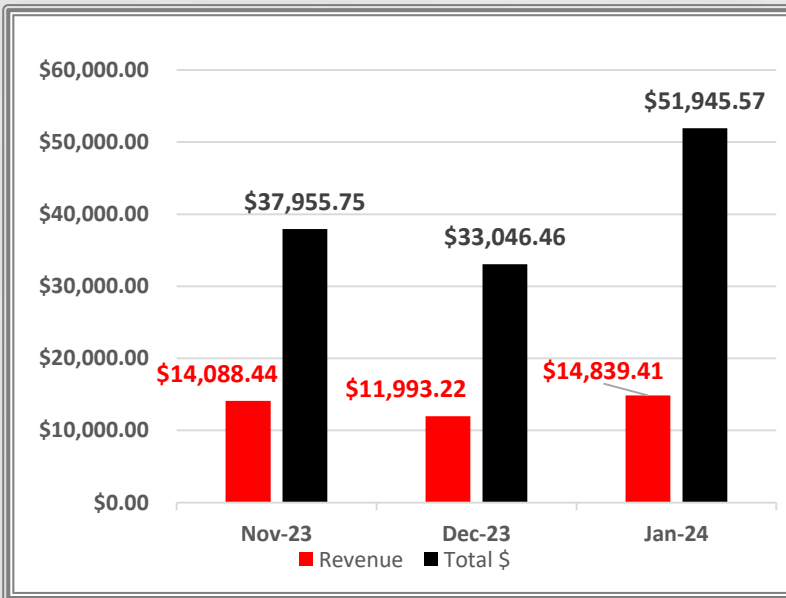
Arrest Warrants, Bench Warrants & Search Warrants

Arrest Warrants issued	75
Arraignments-# of defendants	103
Arraignments-# of charges	161
Bench Warrants issued	12
Bench Warrants served	10
Search Warrants issued	19

FINANCIALS

Revenue

Total Revenue	\$14,839.41
Sent to State Treasurer	\$21,094.65
Victim Assistance Funds	\$ 2,678.56
Total Collected	\$51,945.57



ACTIVITY

- Traffic Court was held on the 3, 10, 17, 24 and 31.
- Preliminary Hearings were held on January 5.
- Domestic Violence Court was held on January 11.
- Jury Trials were held the week of January 8.
- Plea Day for Jury Trials was held January 5.

Category Number:
Item Number: 6.



AGENDA
GREER CITY COUNCIL
2/27/2024

Parks, Recreation and Tourism Activity Report - January 2024

ATTACHMENTS:

Description		Upload Date	Type
▢	Parks, Recreation and Tourism Activity	2/20/2024	Backup Material
	Report - January 2024		

Parks, Recreation & Tourism

January 2024 Monthly Report

Current/Ongoing Projects

Wards Creek Trail System

- With the help of City of Greer staff, Keck + Wood is continuing to compile information for the LPA (Local Public Agency) Qualifications Evaluation Form. Once all information is gathered, we will send a draft to SCDOT for their review.

South Tyger River Greenway

- Two new nature trails are nearing completion at Country Club Road Park that will connect with the South Tyger River Greenway. One trail is for strolling and is ADA compliant while the other trail is more rugged, narrow, and natural. Signage for the trails are being determined and will complement the South Tyger River Greenway signage.

Victor Park

- The City is earnestly taking the necessary steps to acquire land in preparation for a new recreational sports facility.
- Greer PRT and programs will tentatively be vacating Victor Gym in late spring and Victor ball field in early summer. The ball field will be reconstructed at Turner Park. Many of our programs will be moved to other facilities.

Turner Ball Park

- This project was put out for bid on October 6, 2023, and awarded to Sexton Design and Development. It is our understanding the contractor has returned the construction contract to the City with some changes and is currently being reviewed by the City. Keck + Wood will continue to assist the City with construction administration for this project going forward, and will collaborate with the City to schedule a pre-construction meeting once the construction contract is final.

Greer Golf - Clubhouse and Pool Area Renovation

- Exterior doors are installed (minus the new entry door).
- Cutting for louver openings and transformer upgrade is complete.
- Drywall finishing, electrical rough-in, and sprinkler system installation are nearly complete.
- Basement HVAC and tile in men's and women's restrooms are ongoing.
- Interior trim and interior door frames installation has begun.
- The ADA Sidewalk and Parking schedule has not been finalized yet.

Davenport Park

- At the beginning of the year, we received additional storm water information to share with Keck + Wood that will assist with the design process and strategy of these designs. Once complete, we will present to the City Administrator and Mayor for further review.

Kids Planet

- Construction drawings for Phase II that address storm water issues were submitted for review with the City of Greer. Keck + Wood will be on the lookout for reviews received by the City in the permitting process of these drawings.

Division Highlights

Athletics

- Staff facilitated Greer 76ers Juniors and high school rugby practices at Country Club Park. Greer 76ers Juniors competed in Atlanta, Georgia. Greer 76ers varsity boys competed in the first Rugby South Carolina Festival of the season in Mount Pleasant. Greer PRT also hosted the second Rugby South Carolina Festival at Country Club Park.
- Staff facilitated Tomahawk Youth Wrestling Club practices and duals at Cannon Centre. The wrestling club competed in the first wrestling tournament of the season at the Florence Civic Center.
- Staff facilitated youth basketball league games at Victor Gym throughout the week and weekend.
- Registration opened for the 2024 spring season of Greer Baseball Club, Foothills Soccer Club of Greer, and Greer Fast Pitch Softball.
- Staff and participants completed the Foothills Soccer Club of Greer Academy season in January. The Foothills Soccer Club of Greer U17s won the South Carolina Youth Soccer Association PMSL Cup.
- Staff recruited recreational wrestling organizations in the area to attend the annual Tomahawk Invitational, to be held in February.
- Athletics staff met with Dick's Sporting Goods in regards to a possible partnership.
- Staff scheduled a youth night for all Greer PRT basketball participants with Greer High Basketball Coach, Devin Liferidge. Teams will be recognized at halftime and compete in shooting competitions.

Cultural Arts

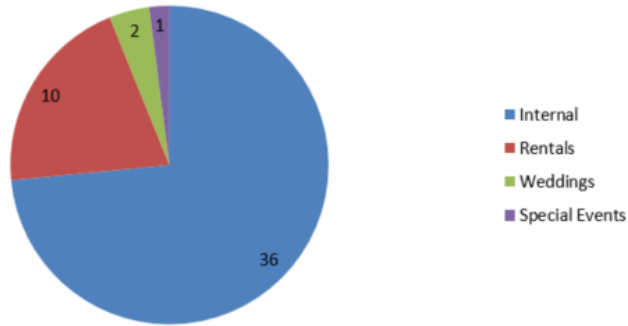
- The Center for the Arts hosted two rentals this month. A wedding on Sunday, January 14 and a dance recital on Saturday, January 20.
- Staff worked on upcoming events, graphic designs, and logistics.
- Clay classes continue on Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays.
- Afterschool art and Zumba classes continue on Wednesdays.
- Staff did a Zoom call with the South Carolina Commission on Minority Affairs to discuss our upcoming events and how they can support us. We talked about the grants they provide and how to reach more people with their help.
- The Greer Children's Theatre rehearses Monday, Thursday, and Saturday at Tryon Recreation Center and Tuesday at the Center for the Arts.
- Pottery classes continue on Monday, Tuesday, Wednesday, Thursday and Saturdays.
- On January 29, the Communication Division recorded a video of the "Created by Black Artists" exhibition at the Center for the Arts for social media.

Events

- Events staff are planning and finalizing details for our upcoming spring events.
- The Greer Farmers Market Sunday Brunch Market took place on Sunday, January 18, at Greer City Park. The event hosted over 40 farmers, artisans, and food trucks. Guests had the opportunity to participate in a free 45-minute yoga class and listen to live music by TC Costello.

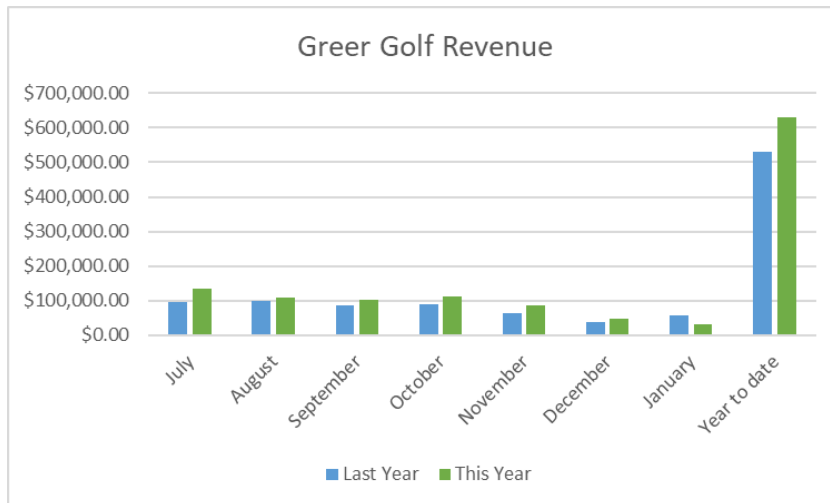
The Events Division hosted 49 total events – Internal: 36, Rentals: 10, Special Events: 1, Wedding Events: 2. A total of 3,967 guests visited the City of Greer Events Center. The Ambassadors have continued to provide excellent customer service to 441 passengers in downtown Greer Station in the month of January.

Rentals



Greer Golf

- Staff has been working on producing new pricing recommendations for golf and the driving range. We will also be working with the Events Division to establish policies and fees for our rental amenities, after construction has concluded. All golf staff have been working on preliminary budget tasks, such as obtaining pricing, and evaluating equipment.
- Grounds staff are working with Public Services to pour a concrete apron on the outside of our trash containment area.
- Our Restaurant Services RFP was advertised on January 21.
- Staff has been purchasing accessories for the driving range, such as sand divot buckets, trash cans, and range balls. These purchases will complete the driving range project.
- We recorded \$32,715 in revenue for the month of January. This is less than last year's January total (due to extreme cold and wet weather), but we are approximately \$97,000 over last year's year-to-date revenue mark.



Recreation

- Rentals: Recreation Centers- 8, Kids Planet -4
- Senior Action met at Needmore Recreation Monday-Fridays for activities and lunch (20-25 seniors daily).
- Never Alone, Narcotics Anonymous continued on Tuesdays at the Tryon Recreation Center.
- SOAR hosted five Line Dancing sessions with 128 in attendance at the Cannon Centre.
- SOAR hosted two Bingo Days at City Hall with 50 participants.
- SOAR hosted a Book Club meeting at the Center for the Arts with eight participants.
- SOAR hosted a Movie Day with 25 participants.

- SOAR hosted a trip to Warehouse at Vaughn's with 16 participants.
- Staff hosted pickleball clinics, open play sessions, and one adaptive pickleball session at Victor Gym and Tryon Park.
- Staff hosted the Artifacts Club for their annual banquet and "Best of the Year Finds" meeting at the Tryon Recreation Center.
- Staff hosted the 22nd Annual MLK Jr. Celebration Luncheon at the Events Center at City Hall.
- Staff hosted the Disabled American Veterans for their monthly meeting at Tryon Recreation.
- The Creative Advancement afterschool program continued at Victor Gym every weekday.
- The Needmore afterschool program continued at Needmore Recreation every weekday.

Tourism

- Lindsey Shaffer attended VisitGreenvilleSC's Tourism Industry Forecast on Tuesday, January 9. Primary takeaways are Greenville's tourism industry has grown substantially compared to 2019 and business travel will continue to recover and increase this year.
- The Finance Department hosted an ACOG meeting on Thursday, January 11 and Lindsey Shaffer provided an overview of the Tourism Division and how we collaborate with business licensing while planning events and securing vendors.
- Assisted the Communications Department with interviewing Chef Mike Sibert of Anonymous Burgers on Tuesday, January 23 for his latest achievement of being selected as a 2024 SC Chef Ambassador.
- A Filming Permit Application was approved for Thursday, January 25. Filming was conducted in Greer City Park and Downtown Greer for a TV show.
- The Tourism Division finished 2023 with 14 approved Special Event Permit Applications and two filming permits. For Discover Greer, we had 9,765 website visits, over 800 visitor guides, and more than 20,000 followers on social media.

<u>Upcoming Events</u>	<u>Current Projects</u>
<ul style="list-style-type: none"> • Greer Farmers Market Sunday Brunch –February 11, March 10, and April 14 (City Park) • Finding Nemo, Jr. – March 1-3 & March 8-10 (Cannon Center) • Food Truck Rollout – March 15, May 17, August 16, September 20, October 18 (Greer City Park) • Easter Eggstastic Event – March 23 (City Park) • International Festival – April 20 (Greer City Park) • Greer Farmers Market – May 7 - Aug. 27, Tuesdays (Greer City Park) • Tunes in the Park – May 18, June 15, July 20, August 17, September 14 (Greer City Park) • Moonlight Movies – June 26- June 27, July 11- August 1, Thursdays (Greer City Park) • Freedom Blast – June 29 (Greer City Park) • Upstate Renaissance Faire- September 6-7 (Greer City Park) • Railfest – September 28 (Greer City Park) • Artisan Makers Market – October 19 (Greer City Park) • Greer Christmas Tree Lighting – December 6 (Greer City Park) • Breakfast with Santa – December 7 (Cannon Centre) • Greer Farmers Market Christmas Festival – December 7-8 (Greer City Park) • Greer Relief Christmas Parade – December 8 (Downtown Greer) 	<ul style="list-style-type: none"> • Greer Golf Redesign of Clubhouse & Pool Area • H.R. Turner Park Renovation • South Tyger River Greenway • Wards Creek Greenway • Davenport Park Renovation • Kids Planet

The City of Greer Parks and Recreation Department is committed to fulfilling our mission of providing quality recreational experiences while administering the values of community image, human development, preservation of environmental resources, health and wellness, economic development, and cultural unity.


Category Number:
Item Number: 7.



AGENDA
GREER CITY COUNCIL
2/27/2024

Police Department Activity Report - January 2024

ATTACHMENTS:

Description	Upload Date	Type
 Police Department Activity Report - January 2024	2/20/2024	Backup Material

Greer Police Department Monthly Report

**January
2024**



Command Staff

Chief Hamby

Captain Pressley- Support
Services Bureau

Vacant- Operations Bureau

Lt. Forrester- Administrative
Division

Lt. Blackwell- Operational
Support Division

Lt. Richardson- Patrol
Division

Lt. Varner- Criminal
Investigations Division

102 S. Main St. Greer, SC 29650

Administrative Division

Monthly Staffing Report

DEPARTMENT	TOTAL POSITION ALLOCATED	CURRENT STAFFING LEVEL	STAFF ON LIGHT DUTY/FMLA/MILITA RY LEAVE	POSITIONS TO FILL
SWORN OFFICERS	73 FT/1 PT	70 FT/0 PT	3	3 FT/1 PT
COMMUNICATIONS	14 FT	10 FT	0	4 FT
DETENTION	9 FT	7 FT	0	2 FT
ADMINISTRATIVE	8 FT/1 PT	7 FT/1 PT	0	1 FT/0 PT
ANIMAL CONTROL	1 FT	1 FT	0	0
TOTAL	105 FT/2 PT	95 FT/1 PT	3	10 FT/1 PT

Monthly Records and Data Entry

REPORTS CODED	266
TRAFFIC CITATIONS ENTERED IN DATABASE	400
RECORDS REQUESTS/FOIA	380
INCIDENT/SUPPLEMENTAL REPORTS ENTERED/COPIED OVER	455
EXPUNGEMENTS RECEIVED	4
EXPUNGEMENTS RESEARCHED/COMPLETED/SEALED	0
TOTAL EXPUNGEMENTS REMAINING	153
CRIMINAL HISTORY CHECKS	11
SLED SUBMITTAL	0

MONTHLY STATISTICS

Volunteer Hours

177

OF VOLUNTEER
HOURS THIS MONTH

177

OF VOLUNTEER
HOURS YTD

Training

5

OF CLASSES THIS
MONTH

5

OF CLASSES YTD

56

OF STUDENTS THIS
MONTH

56

OF STUDENTS YTD

42

OF CLASS HOURS
THIS MONTH

42

OF CLASS HOURS
YTD

716

TOTAL HOURS TRAINING
TIME THIS MONTH

716

TOTAL HOURS
TRAINING TIME YTD

School Resource Officers Report

JOB DESCRIPTION	QUANTITY
CONFERENCES WITH TEACHERS OR ADMIN STAFF	45
INDIVIDUAL MEETINGS WITH STUDENTS	44
PHONE CONFERENCE WITH PARENTS	9
CONFERENCES WITH PARENTS	10
SCHOOL EVENTS	25
CLASSROOM VISITS	20
CODE 5	4
FOLLOW UPS	1
BTAM'S	1

Administrative Division Activity

·SRO BOWENS RETURNED TO DUTY AFTER HIS 30 DAY ABSENCE FOR RETIREMENT.

·OFFICER BROOME COMPLETED PTO TRAINING AND BEGAN FULFILLING ROVING SRO DUTIES.

·SRO MORENO WORKED WITH DSS ON AN INVESTIGATION INVOLVING A 12 YEAR OLD VICTIM/WITNESS IN A DOMESTIC VIOLENCE SITUATION. THE STUDENT WAS ULTIMATELY REMOVED FROM THE HOME AND PLACED WITH A FAMILY MEMBER.

·SGT. WRIGHT MADE CONTACT WITH A 16 YEAR OLD MALE STUDENT HAVING A MENTAL HEALTH EPISODE AFTER HE FLED FROM GREER HIGH SCHOOL; SHE SPENT MULTIPLE HOURS WITH HIM, HIS MOM AND A MENTAL HEALTH COUNSELOR; ATTENDED HIS BIRTHDAY PARTY THE FOLLOWING WEEK!

·SRO ANDERSON RECEIVED CALL REGARDING THE FBI RECEIVING A THREAT ALERT FROM SNAP CHAT INVOLVING A RHS STUDENT. SRO ANDERSON CALLED THE HOME AND SPOKE TO THE STUDENT'S MOTHER AND SHE WAS TOLD TO STAY HOME PENDING EXPULSION HEARING. IT WAS DETERMINED THAT THE SCHOOL WAS NOT IN ANY DANGER AND THERE WAS NO DIRECT THREAT TO SHOOT UP THE SCHOOL.

·A FIGHT OCCURRED OUTSIDE OF A RIVERSIDE/GREER BASKETBALL GAME AT RIVERSIDE HIGH. OFFICERS RESPONDED TO BREAK IT UP AND SRO ANDERSON WAS KNOCKED DOWN TO THE GROUND WHILE RESTRAINING ONE STUDENT AND SGT. WRIGHT AND SRO AKERS RESTRAINED ANOTHER STUDENT. ONE STUDENT WAS CHARGED WITH A/B ON A POLICE OFFICER AND RELEASED TO HIS MOTHER.

·AN INCIDENT OCCURRED AT WOODLAND ELEMENTARY WHERE AN ADULT MALE WAS HAVING A MENTAL EPISODE IN THEIR PARKING LOT. OFFICERS FROM SHIFT, COMMUNITY OUTREACH, ECHO, CID, AND GCSO WORKED TOGETHER TO LOCATE THE MALE AND GET HIM HELP ALL WHILE KEEPING THE STUDENTS AND FACULTY AT WOODLAND SAFE.

·COMMUNITY OUTREACH HOSTED A COMMUNITY MEETING/BINGO EVENT AT NEEDMORE RECREATION CENTER. INFORMATION WAS PROVIDED BY OUR CRIME ANALYST AND ASKED THAT THE MEMBERS IN ATTENDANCE DISPERSE THE INFORMATION TO OTHERS.

·COMMUNITY OUTREACH PARTNERED WITH GREER COMMUNITY MINISTRIES FOR ANOTHER SENIOR LUNCHEON AT THEIR LOCATION.

·SGT. WRIGHT AND OFC. HANSEN ATTENDED A JOB FAIR IN SPARTANBURG FOR SC WORKS.

·OFC. GRIMSTAD AND OFC. CHAMBERS ATTENDED THE MLK COMMUNITY CAREER FAIR ON 1/12.

·AFTER AUTO-BREAKINGS OCCURRED AT HAMPTON RIDGE AND STARCREST, OFC. GRIMSTAD ATTEMPTED TO SPEAK WITH RESIDENTS IN BOTH NEIGHBORHOODS REQUESTING ANY ASSISTANCE THEY COULD PROVIDE AND REMINDING THEM TO REMOVE VALUABLES AND LOCK VEHICLES. SHE PATROLLED BOTH NEIGHBORHOODS FOR A FEW DAYS IN A ROW AFTER THOSE INCIDENTS.

Community Outreach



Manning Place
Appreciation
Breakfast

Needmore
Community Event



Operational Support Division

Communications Center

Dispatch and Call Frequency	Dec-23	Jan-24	% Change from Previous Month	Year to Date 2023	Year to Date 2024	% Change from Previous Year
Number of 911 Calls	1,328	1,333	0.4%	1,437	1,333	-7.2%
Incoming 7-Digit Line Calls	4,767	4,664	-2.2%	5,005	4,664	-6.8%
Police Calls for Service	2,825	3,008	6.5%	3,488	3,008	-13.8%
Fire Calls for Service	1,153	1,423	23.4%	1,111	1,423	28.1%
Total Dispatched Calls	3,978	4,431	11.4%	4,599	4,431	-3.7%

Detention Center

Inmate and Process Total	Dec-23	Jan-24	% Change from Previous Month	Year to Date 2023	Year to Date 2024	% Change from Previous Year
Number of Adults Processed	116	102	-12.1%	110	102	-7.3%
Transported to Greenville	19	25	31.6%	19	25	31.6%
Transported to Spartanburg	27	15	-44.4%	18	15	-16.7%
Inmate Transport by 600	14	15	7.1%	8	15	87.5%

Animal Control Services

ANIMAL CONTROL ACTIVITY	DEC-23	JAN-24	% CHANGE FROM PREVIOUS MONTH	YEAR TO DATE 2023	YEAR TO DATE 2024	% CHANGE FROM PREVIOUS YEAR
CALLS FOR SERVICE	142	142	0%	142	142	0%
LIVE DOGS PICKED UP	11	11	0%	9	11	22%
LIVE CATS PICKED UP	1	0	-100%	2	0	-100%
TRAPS DELIVERED	2	0	-100%	2	0	-100%
FOLLOW UP CALLS	10	11	10%	7	11	57%
CITATIONS ISSUED	0	3	0%	0	3	0%
DOGS TAKEN TO COUNTY SHELTER	10	9	-10%	7	9	29%
CATS TAKEN TO COUNTY SHELTER	1	0	-100%	2	0	-100%

Property and Evidence/Court Security

EVIDENCE & TIME MANAGEMENT	DEC-23	JAN-24	% CHANGE FROM PREVIOUS MONTH	YEAR TO DATE 2023	YEAR TO DATE 2024	% CHANGE FROM PREVIOUS YEAR
TOTAL ITEMS ENTERED	172	128	-25.6%	181	128	-29.3%
NEW ITEMS ENTERED	116	128	10.3%	144	128	-11.1%
ITEMS PURGED	26	134	415.4%	28	134	378.6%
ITEMS RELEASED	11	14	27.3%	9	14	55.6%
CASES SENT TO CO 23 LAB	7	0	-100.0%	10	0	-100.0%
CASES SENT TO CO 42 LAB	24	0	-100.0%	15	0	-100.0%
HOURS SPENT AT LABS	4	0	-100.0%	4.5	0	-100.0%
HOURS SPENT IN COURT	18.5	44	137.8%	36	44	22.2%

Patrol Division

Police Patrol Activity	JNA-23	JAN-24	% Change From	YTD 2022	YTD 2023	% Change
CITATIONS ISSUED	537	395	-26.44%	537	395	-26.44%
ARRESTS	129	108	-16.28%	129	108	-16.28%
INCIDENT REPORTS	372	387	4.03%	372	387	4.03%
COLLISION REPORTS	158	137	-13.29%	158	137	-13.29%
WARNING CITATIONS	401	514	28.18%	401	514	28.18%
PATROL MILES	46,807	49,118	4.94%	46,807	49,118	4.94%
WARRANTS SERVED	69	45	-34.78%	69	45	-34.78%

Proactive Efforts

DUI ARRESTS	DRUG CHARGES	DRIVING UNDER SUSPENSION	GENERAL SESSIONS CHARGES	WARRANTS OBTAINED
15	9	87	35	65

Drugs Seized

MARIJUANA	METH	HEROIN	COCAINE
0 GRAMS	5.6 GRAMS	0 GRAMS	0 GRAMS

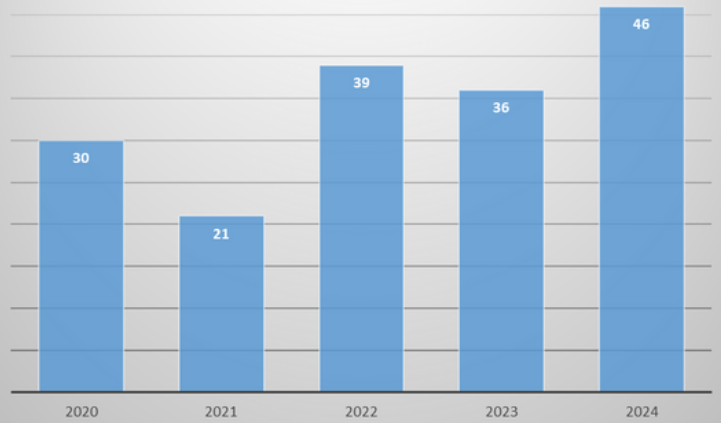
Patrol Division

Monthly Traffic Collision and Enforcement Efforts

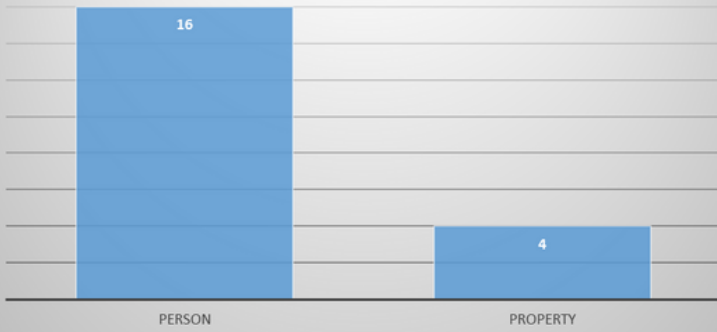


Criminal Investigations Division

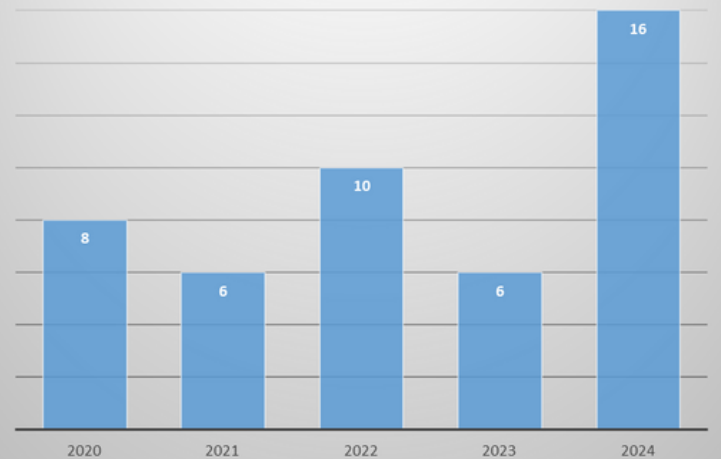
**CID Assigned Cases
2024 Total YTD**



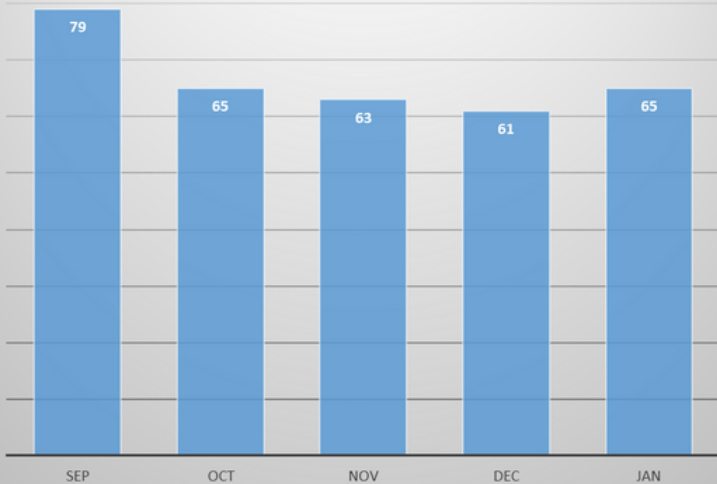
CID Closed Cases - 2024 Total
(Admin, Ex-Clear, No Status, Unfounded, Arrest)



**White Collar Cases
2024 Total**



**New VA Cases
JAN 2024**



Criminal Investigations Division

NARCOTIC TIPS

THERE WERE NO PHONE/E-MAIL TIPS OR
COMPLAINTS RECEIVED THIS MONTH ON
THE USE OR SALE OF ILLEGAL
SUBSTANCES.

Category Number:
Item Number: 8.



AGENDA
GREER CITY COUNCIL
2/27/2024

Public Services Activity Report - January 2024

ATTACHMENTS:

Description		Upload Date	Type
📎	Public Services Activity Report - January 2024	2/23/2024	Backup Material



TO: Andy Merriman, City Administrator
Tammy Duncan, City Clerk

FROM: Public Services Department

SUBJECT: January 2024 Activity Report

DATE: February 22, 2024

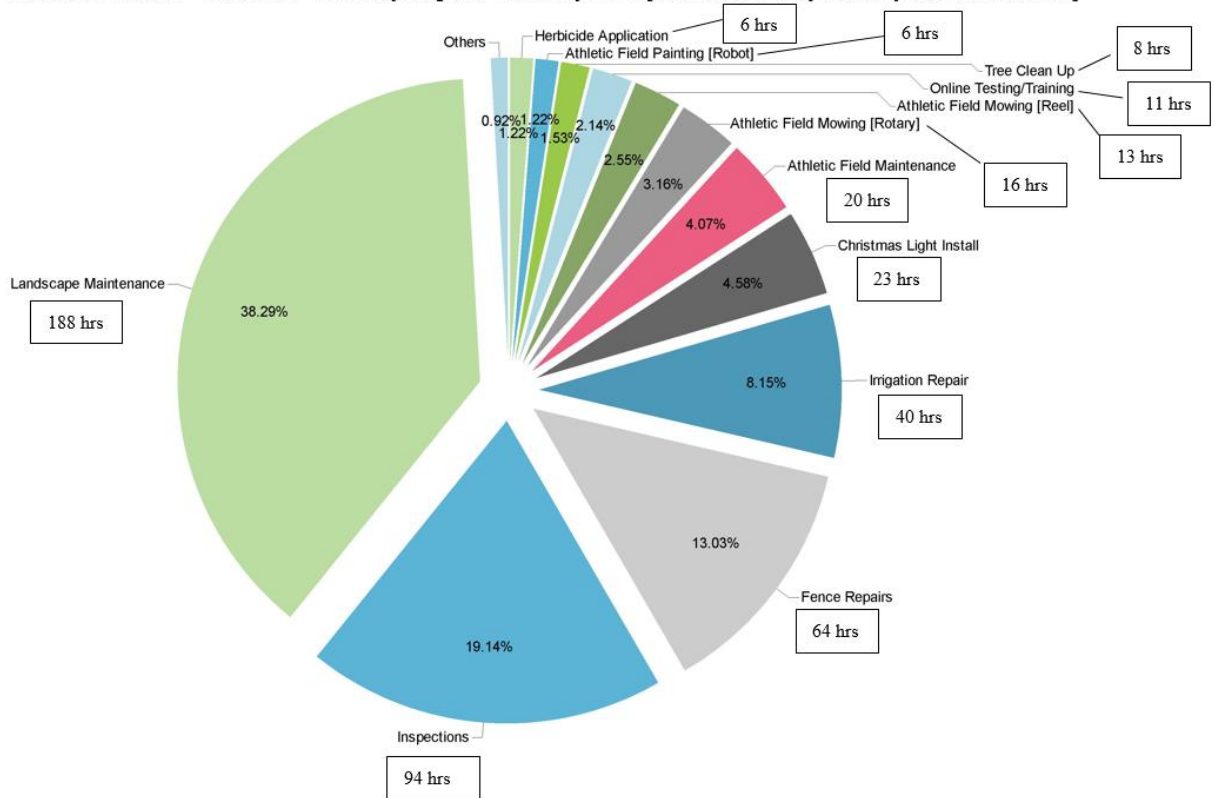
Department Involved Events

- Staff worked the following events:
 - Prepared City Park for Farmer's Market Sunday Brunch (2 employees – 10 hours)

Grounds Maintenance Division

- Irrigation Tech located and cut out around irrigation heads and valve boxes at all athletic fields (Country Club, Suber Soccer, Century Park, Victor Park, Stevens Field, Kid's Planet, and Century Park)
- Staff continued to perform routine landscape maintenance to sports complexes (Country Club, Suber Rd Soccer, Century Park, City Stadium, Victor Field and Stevens Field) and facilities (Station 56, Hood Road Fire Department, shooting range and Kids Planet)
- Staff continues to reel mow all overseeded athletic fields (City Stadium, Country Club Fields 1 & 2 and Suber Soccer Fields)
- Staff continues to reel mow all athletic fields with non-rye grass (Country Club Field 3, Stevens Field, Victor Field and Century Park Field 1)
- Staff built wooden boxes for Christmas Decorations and cleaned up the Christmas storage area at the Operation Center
- Staff cleaned concession stands at all athletic fields (Century Park, Stevens Field and Suber Soccer Field) in preparation for the upcoming Spring Sport Season (3 employees – 13 hours)
- Staff cleaned storm drains at all parks and facilities
- Staff started pruning trees and cutting back crepe myrtles at Athletic Fields and Parks – Suber Soccer, Country Club Park, City Stadium and Kids Planet (5 employees – 32 hours)
- Staff removed fallen tree at the Disc Golf Course at Century Park and cleaned up lower parking lot at Kids Planet (6 employees – 5.5 hours)
- Staff painted poles to hold flags used to identify each country at International Fest
- Staff painted fence post around playgrounds at Kid's Planet
- Staff prepped and painted Country Club Field 1 for Rugby Tournament

Grounds Division – Athletics – Monthly Report – January 2024 [% Labor Hrs by Activity w/ Labor Hours]



Urban Parks Division

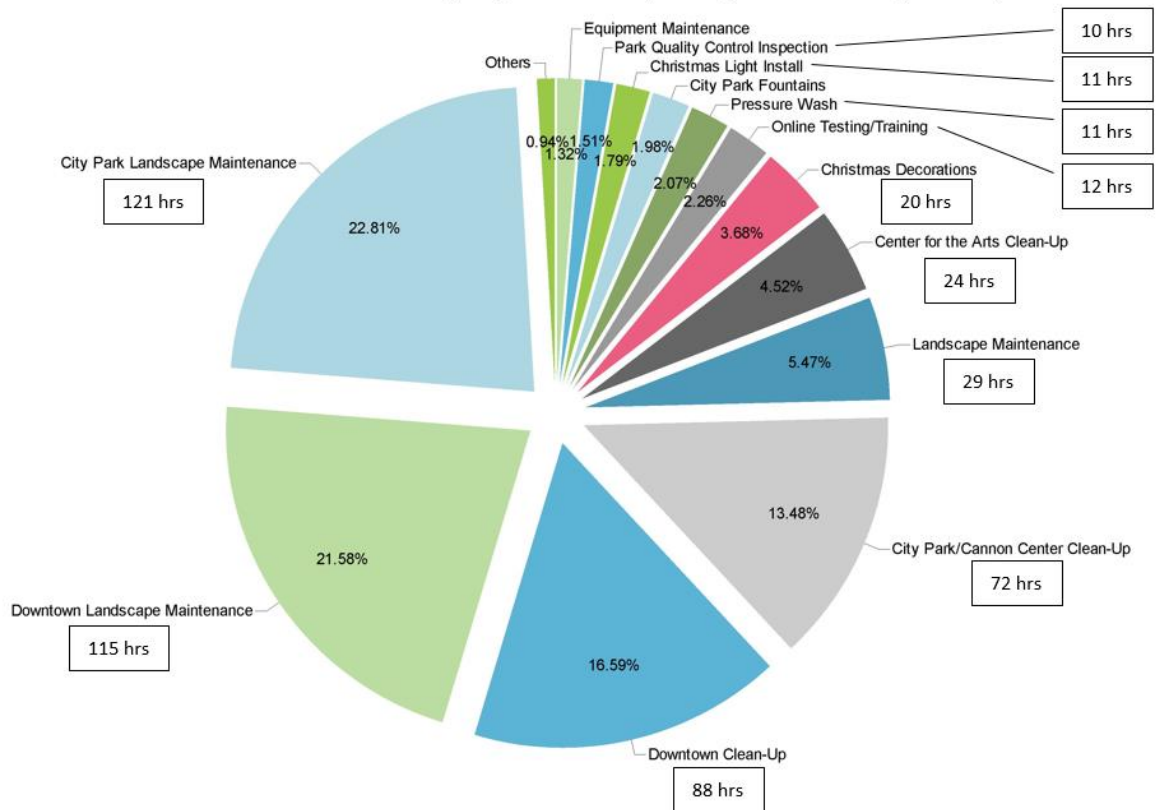
- Staff repaired poles and brackets needed to install new banners at Center for The Arts (2 employees – 20 hours)
- Staff made repairs and straightened the Veterans Park bollard in front of the monument (2 employees – 3 hours)
- Staff serviced all equipment and changed the oil in all mowers, and UTV's used at City Park (3 employees – 12 hours)
- Staff cleaned all parks (City Park, Center for The Arts, Needmore Center, Tryon, Veterans, Wards Creek, Victor Mini, Greentown and Davenport) after heavy rain and flood damage (7 employees – 42 hours)
- Staff began winter pruning of plants and trees at Center for The Arts, City Park, Downtown, Veterans Park, Greentown and Tryon
- Staff made repairs to washout areas from flooding at Needmore Center and City Hall parking lot (2 employees – 8 hours)
- Staff prepped downtown area for HGTV House Hunter show filmed January 25 (4 employees – 10 hours)

- Staff created landscape bed around road sign at Center for The Arts to prepare for Spring plants and mulch (1 employee – 5 hours)
- Staff cut back tree limbs along the fence line at Davenport and Needmore Center Parks (3 employees – 12 hours)
- Staff removed crossing branches from crepe myrtles in Veteran’s Park (3 employees – 18 hrs)

Education:

- Two (2) staff members attended the SC Green Conference in Lexington on January 24, 2024

Grounds Division – Urban Parks – Monthly Report – January 2024 [% Labor Hrs by Activity w/ Labor Hours]



Street Maintenance Division

- Hauled eleven [11] loads of construction material to the landfill
 - Emptied construction bin twenty seven [27] times at the Convenience Center
 - Hauled eight [8] loads of E-Waste to the landfill.
 - Hauled five [5] loads of brush to the landfill.
 - Ran sweeper truck for six [6] days – 45 hours
 - Ran two [2] leaf trucks twelve [12] days (6 employees - 540 hours)
 - Ran one [1] leaf truck eight [8] days (3 employees – 180 hours)
 - Staff continued covering Greer Recycle Center on Saturdays (1 employee – 33 hours)
 - Staff continues online training (4 employees – 16 hours)
 - Staff removed overhanging limbs in the Greer Mill Area (5 employees – 75 hours)
-

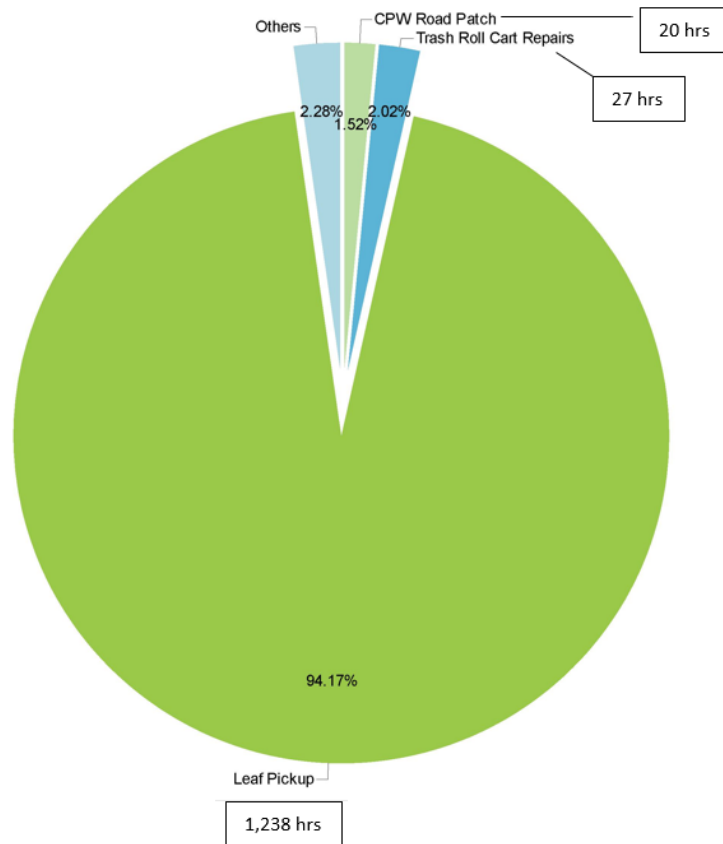
CPW Street Cut Repairs

- Staff temporary patched
 - 100 Moore St
 - 216 E Arlington St
 - 122 Mount Vernon Circle

Signs Repaired/Replaced

- Staff repaired or replaced the following signs:
 - Street name sign on Edwards Ave
 - Street name sign on E Arlington Ave
 - Stop sign on Autry Dr

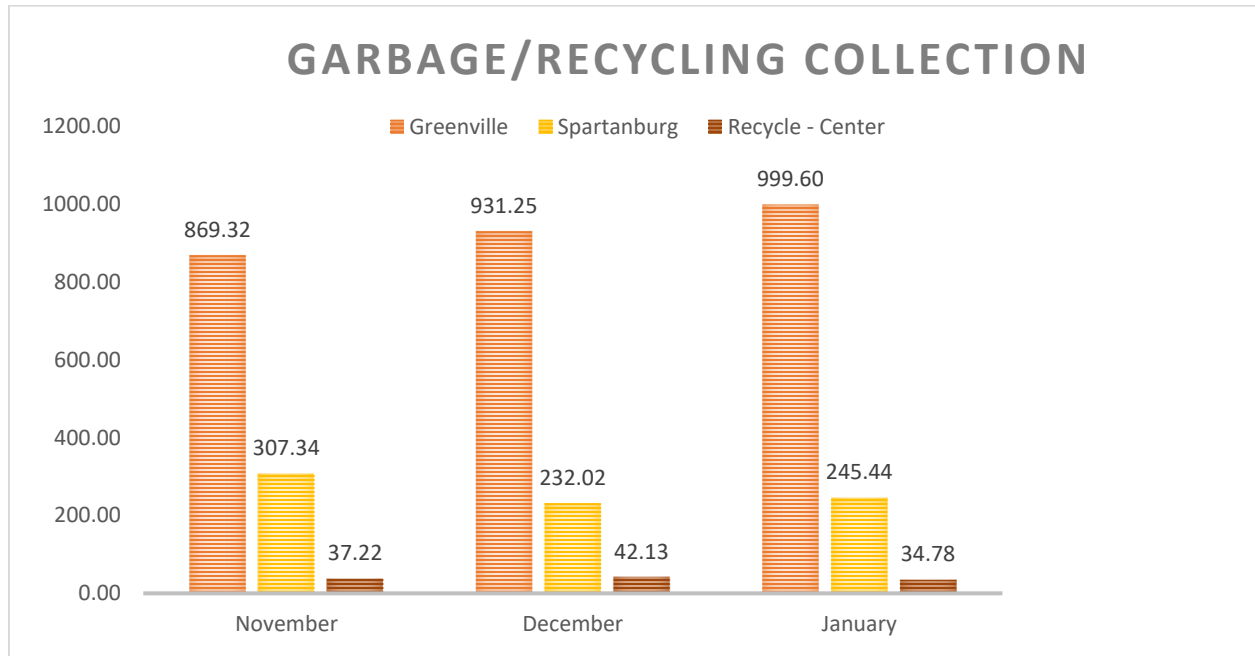
Streets Division – Monthly Report – January 2024 [% Labor Hrs by Activity w/ Labor Hours]



Stormwater Division

- Staff trained on Jet Truck – (2 employees – 60 hours)
- Staff used the Jet Vac truck to hydro dig in five [5] areas to make repairs to water line (2 employees – 30 hours)
- Staff completed cold patch at Latigo Ct (4 employees – 8 hrs)

Solid Waste Division



YTD Fiscal Year Totals: Greenville 6575.90 + Spartanburg 1948.62 = **8524.52 Total**

Bins & Carts Delivered

NEW HOME CARTS: **36** REPAIRED/REPLACEMENT CARTS: **37**

YARD WASTE CARTS: **3** DELIVERED RECYCLE BINS: **2**

2nd CART DELIVERED: **4** PURCHASED REPLACEMENT CARTS: **2**

Category Number:
Item Number: 9.



AGENDA
GREER CITY COUNCIL
2/27/2024

Website Activity Report - January 2024

ATTACHMENTS:

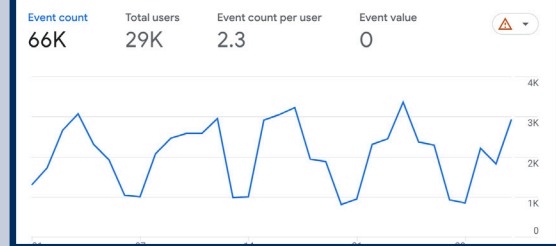
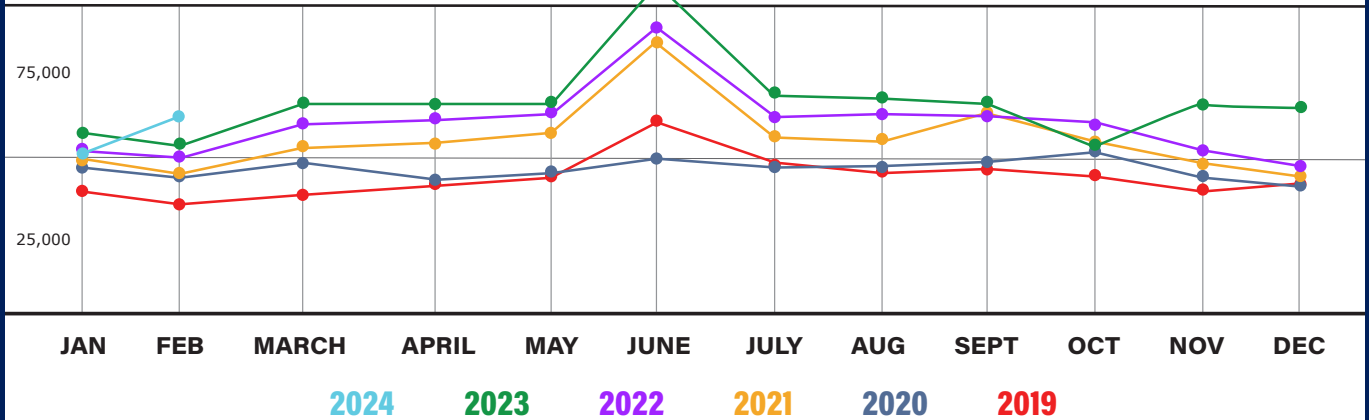
Description		Upload Date	Type
▢	Website Activity Report - January 2024	2/20/2024	Backup
			Material



WEBSITE REPORT

JANUARY 1ST - FEBRUARY 1ST

TOTAL PAGE VIEWS BY MONTH



VISITORS TO CITYOFGREER.ORG

Total Users: 29,272

New Users: 27,469

	↓ Past user prom. Channel Group	↓ New users	Engaged sessions	Engagement rate	Engaged sessions
		27,469	16,980	45.21%	
		100% of total	100% of total	Avg 6%	
1	Direct	16,329	5,458	27.18%	
2	Organic Search	8,972	9,864	67.07%	
3	Referral	1,201	943	60.64%	
4	Organic Social	785	461	50.38%	
5	Paid Search	182	149	64.22%	

RETENTION

MONTHLY PAGE VIEWS: 65,742

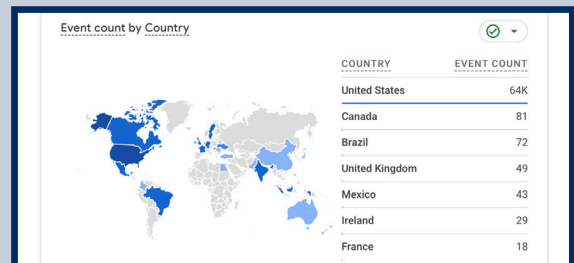
Avg. Page Views Per Session: 2.41

TOP USERS BY LOCATION

Undisclosed/I.P. Hidden - 7,139 Users

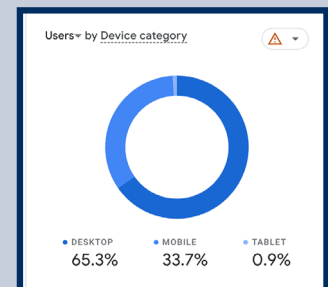
Greer, SC - 4,276 Users

Berea, KY - 2,107 Users



MOST VIEWED WEBSITE PAGES

1. Home/Home Page
2. Public Services/Trash and Yard Waste
3. PRT/ Youth Sports
4. Home/Events Calendar
5. Police/Home Page
6. PRT/Home Page
7. Home/News - Holiday Trash Schedule Article
8. PRT/Youth Baseball
9. PRT/Events Calendar
10. PRT/Sports
11. Public Services/ Home
12. Fire/Operations
13. Fire/Home
14. PRT/Event Center Rentals
15. Home/Contact



Category Number:
Item Number: 1.



AGENDA
GREER CITY COUNCIL
2/27/2024

Second and Final Reading of Ordinance Number 9-2024

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY OWNED BY J & A HOLDINGS GROUP, LLC LOCATED AT 107 EAST BEARDEN STREET FROM CG (COMMERCIAL GENERAL) TO TN (TRADITIONAL NEIGHBORHOOD) (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance Number 9-2024	2/14/2024	Ordinance
❑ Ord 9-2024 Exhibit A Map	2/14/2024	Exhibit
❑ Ord 9-2024 Exhibit B Title to Real Estate	2/14/2024	Exhibit
❑ Ord 9-2024 Exhibit C Survey	2/14/2024	Exhibit
❑ Ord 9-2024 Rezoning Application	2/14/2024	Backup Material
❑ Ord 9-2024 Planning Commission Minutes	2/14/2024	Backup Material

ORDINANCE NUMBER 9-2024

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY OWNED BY J & A HOLDINGS GROUP, LLC LOCATED AT 107 EAST BEARDEN STREET FROM CG (COMMERCIAL GENERAL) TO TN (TRADITIONAL NEIGHBORHOOD)

The City Council of Greer makes the following findings:

This ordinance pertains to a certain property owned by J & A Holdings Group, LLC located at 107 East Bearden Street and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Number G029000100500 containing approximately 0.346 +/- acres attached hereto marked as Exhibit A, the Title to Real Estate attached hereto marked as Exhibit B; and the Survey attached hereto marked at Exhibit C.

1. The owner desires to change the zoning classification of its property and has shown the need for such use to the Greer Planning Commission at a public hearing held on January 22, 2024.
2. To accomplish the desired change in use in the most effective manner, the zoning classification should be changed to TN (Traditional Neighborhood).
3. The proposed use is in keeping with the general character of the surrounding property.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer, South Carolina, as follows:

The zoning classification of property located at 107 East Bearden Street more particularly identified by the attached City of Greer Map specifying Greenville County

Parcel Number G029000100500 containing approximately 0.346 +/- acres attached hereto marked as Exhibit A shall be changed from CG (Commercial General) to TN (Traditional Neighborhood).

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilman Karuam Booker

First Reading: February 13, 2024

Second and
Final Reading: February 27, 2024

Approved as to Form:

Daniel R. Hughes, City Attorney



G029000100500
Acreage: 0.346

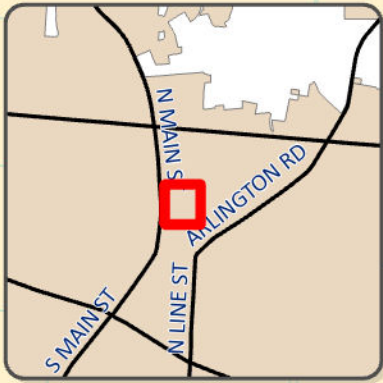
E BEARDEN ST

E BEARDEN ST

EARL ST

N LI

EARL ST



0 40 80 120 160 Feet

Ordinance 9 -2024

The City of Greer Planning/Zoning Department does not guarantee the accuracy or the correctness of this map nor assumes any legal responsibility for the information contained on it. This map is not a legal document. This map is based on the SC State Plane Coordinate System using the 1983 North American Datum. All rights reserved. No part of this map may be reproduced or used in any form or by any means without the expressed written consent of the City of Greer Planning/Zoning Department.



202306364

DEED Book: DE 2702 Page: 4567 - 4568
 October 30, 2023 02:26:01 PM Cons: \$90,000.00
 Rec: \$15.00 Cnty Tax: \$99.00 State Tax: \$234.00
 E-FILED IN GREENVILLE COUNTY, SC

*Timothy J. Moore***EXHIBIT****B**

State of South Carolina

)

TITLE TO REAL ESTATE (DEED)

County of Greenville

)

KNOW ALL MEN BY THESE PRESENTS THAT Shelia Diane Upton, nka Sheila Diane Williams (Grantor/s) in the State aforesaid, for and in consideration of the sum of NINEITY THOUSAND AND 00/100 (\$90,000.00) dollars, to the Grantor herein paid at and before the sealing of these presents by J & A Holdings Group, LLC (Grantee/s) in the state aforesaid, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee/s.

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, being shown and designated as LOT 1, on a plat dated 3/9/1939, prepared by H.S. Brockman, Surveyor, and recorded in the Office of the Register of Deeds for said County in Plat Book J, at Page 75, and having the following courses and distances, to wit:

Beginning at an iron pin on Bearden Avenue, and running thence with said avenue S. 81-18 E., 95 feet to an iron pin at an intersection of Bearden Ave., and Earle Street; thence with Earle Street N. 3-39 E., 158.5 feet to an iron pin, corner of Lot No. 2; thence along the line of Lot No. 2, N. 86-45 W., 107.8 feet to an iron pin; thence S. 1-28 E., 150 feet to the beginning corner.

This being the same property conveyed to Shelia Diane Upton, nka Sheila Diane Williams by Deed from Kenneth Ray Upton dated February 9, 2001 and recorded April 25, 2001 in the Office of the ROD County of Greenville in Deed Book 1950 at Page 657.

TMS #: G029.00-01-005.00

Grantee's Mailing Address: *67 Castellan Dr. Greenville S.C. 29650*

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to said Premises belonging; or in anywise incident appertaining;

TO HAVE AND TO HOLD all and singular the Premises mentioned unto the said **J & A Holdings Group, LLC** as hereinabove provided, Grantee/s' successors, heirs and assigns, forever.

Grantor/s hereby bind Grantors' successors, heirs, personal representatives and administrators, to warrant and forever defend, all and singular, the said Premises unto the said **J & A Holdings Group, LLC** as hereinabove provided, Grantee/s' successors, heirs and assigns against Grantor/s and Grantor/s' successors, heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof. Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its undersigned member or manager and its seal to be hereto affixed 27th day of October, 2023.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS

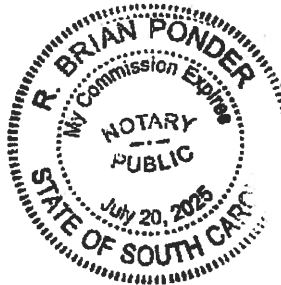
WITNESS

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

The foregoing instrument was acknowledged before me this 27 day of October, 2023 by Shelia Diane Upton, aka Shelia Diane Williams.

Notary Public for South Carolina

Commission Expires: 07/20/2025



Title To Real Estate (Deed)

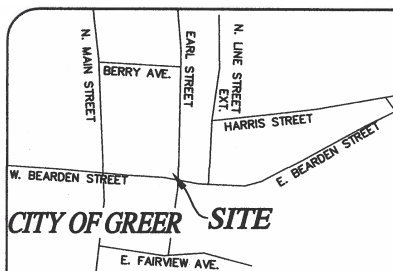
File No.: 108965-SC

Page 2 of 2

A handwritten signature, likely of the Auditor, located at the bottom right of the page.

EXHIBIT

C



LOCATION MAP

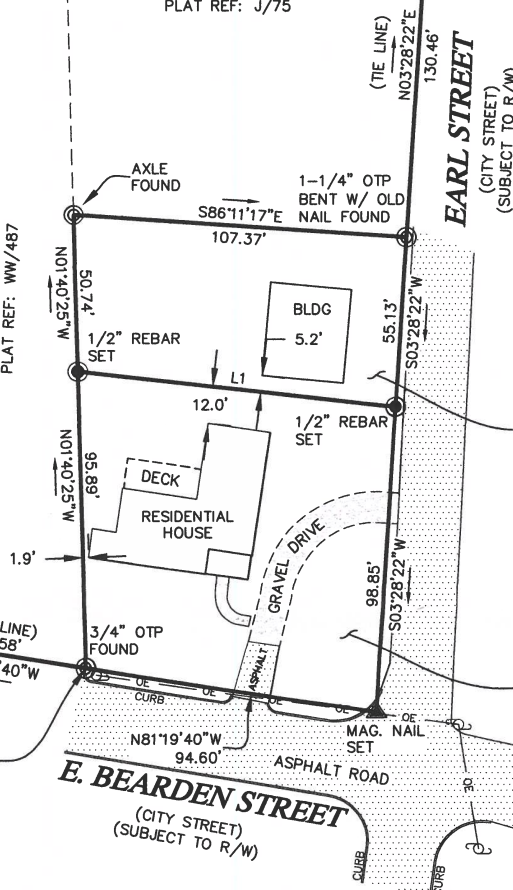
NOT TO SCALE

NOTES

1. THIS PROPERTY IS SUBJECT TO ANY AND ALL RIGHT-OF-WAYS, EASEMENTS, RESTRICTIVE COVENANTS, BUILDING SETBACKS, ZONING AND ANY OTHER LAND USE REGULATIONS, RESTRICTIONS OF RECORD, AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
2. SUBSURFACE AND 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 ENVIRONMENTAL CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
3. THIS PLAT WAS PREPARED AS A PROFESSIONAL SERVICE FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE TITLE BLOCK OF THIS DRAWING. NO WARRANTY, EXPRESS OR IMPLIED, IS GIVEN TO PERSONS NOT NAMED HEREIN WITHOUT THE EXPRESS WRITTEN PERMISSION OF STEVEN G. BRANYON.
4. ACREAGE SHOWN INCLUDES ANY AND ALL R/W'S AND/OR EASEMENTS.
5. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND.

105 E. BEARDEN LLC
TAX PARCEL: G029000100600
DEED REF: 2554/4057
PLAT REF: WW/487

CONTROL CORNER
GRID N: 1134094.06'
GRID E: 1633432.95'
SCSPC
HORIZONTAL: (NAD 83, 2011, IFEET)



LOT 1-A
0.127 ACRES

LOT 1-B
0.219 ACRES

LINE TABLE

LINE	LENGTH	BEARING
L1	102.95'	N83°36'48\"W

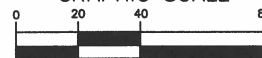
PROPERTY DESIGNATION:

- A) TAX PARCEL: G029000100500 (SUBDIVIDED)
B) 107 E. BEARDEN STREET
GREER SC 29651
C) LOT 1(SUBDIVIDED INTO 1-A & 1-B)

REFERENCES:

- A) DEED REF: 2702/4567
B) PLAT REF: J/75

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

CORPORATE SEAL:



BRANYON LAND SURVEYING, LLC
119 ONEAL STREET
BELTON, SC 29627
(864) 314-6400

LEGEND OF SYMBOLS

PROPERTY LINE(SURVEYED)	———	CRIMP-TOP PIPE = CTP
PROPERTY LINE(NOT SURVEYED)	- - - - -	OPEN-TOP PIPE = OTP
RIGHT OF WAY (APPROX.)	— R/W —	IRON PIN SET
OVERHEAD ELECTRIC	— OE —	IRON PIN OLD(EXISTING)
EDGE OF ASPHALT	———	CALCULATED POINT (OR AS NOTED)
FENCE(AS NOTED)	— X —	NAIL SET(AS NOTED)
SANITARY SEWER MANHOLE	⊙	NAIL OLD(AS LABELED)
SANITARY SEWER LINE	— SS —	UTILITY POLE

THIS PLAT IS NOT A TRUE AND VALID COPY UNLESS IT BEARS A RAISED EMBOSSED SEAL AND AN ORIGINAL SIGNATURE OF THE PROFESSIONAL LAND SURVEYOR AS SHOWN HEREON.

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of Standards of Practice Manual for Land Surveying in South Carolina and meets or exceeds the requirements for a Class A survey as specified therein; Also, there are no visible encroachments or projections other than shown hereon.

STEVEN G. BRANYON P.L.S. No. 22741

PROJECT #	23217
DATE	11/28/2023
SURVEYED BY	MWN/GVK
DRAWN BY	KFN
CHECKED BY	SGB



STATE OF SOUTH CAROLINA
CITY OF GREER
COUNTY OF GREENVILLE

SURVEY & CERTIFICATION
AT THE REQUEST OF

J & A HOLDINGS
GROUP, LLC

(NON-TRANSFERABLE)

PROFESSIONAL SEAL:



STEVEN G. BRANYON
SOUTH CAROLINA PROFESSIONAL
LAND SURVEYOR NO. 22741
steve@branyonsurvey.com



ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)

Date 12/6/2023

(Fees for this application are based on a sliding scale - See Fee Schedule)

Tax Map Number(s) 6029000100500

Property Address(s) 107 E. Bearden

Acreage of Properties _____ County _____

Applicant Information

Name John A. White
Address 47 Castellano DR.
Greer SC 29650
Contact Number 864-910-0708
Email Jwhidden1464@gmail.com

Property Owner Information

(If multiple owners, see back of sheet)

Name _____
Address _____
Contact Number _____
Email _____

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described? Yes _____ No ☒

The applicant hereby requests that the property described be zoned *(in the case of Annexation)* or rezoned from C-2/C6 to TN.

Existing Use: residential Proposed Use: residential

Signature(s) [Signature]

All zoning classifications, permitted uses and fees are available at www.cityofgreer.org

OFFICE USE ONLY

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse

ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, January 22, 2023

DOCKET: RZ 23-15

APPLICANT: John White

PROPERTY LOCATION: 107 E Bearden St

TAX MAP NUMBER: G029000100500

EXISTING ZONING: CG, Commercial General

REQUEST: Rezone to TN, Traditional Neighborhood

SIZE: 0.35 acres

COMPREHENSIVE PLAN: Traditional Neighborhood

ANALYSIS: **RZ 23-15**

RZ 23-15 is a rezoning request for one parcel located at 102 E Bearden St. The request is to rezone the property from Commercial General (formerly C-2), to Traditional Neighborhood (formerly R-7.5). The intent of the rezoning is to subdivide the parcel, creating two lots. The existing dwelling on the parcel will remain, and is currently considered legally non-conforming as it predates the commercial zoning classification.

Surrounding land uses and zoning include:

North:	MD, Medium Density Residential - Residential
East:	MD, Medium Density Residential - Residential
South:	MD, Medium Density Residential - Residential
West:	CG, Commercial –Residential (legally non-conforming)

Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, fourplexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

- Primary Uses: Single-family attached and detached residential, multiplexes, townhomes, parks
- Secondary Uses: Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses

The request is compatible with surrounding land uses, and future land use designation and lot sizes in this neighborhood vary significantly; therefore, staff supports the request.

STAFF RECOMMENDATION: Approval

PLANNING COMISSION RECOMMENDATION: Approval

ACTION – Mr. Jones made a motion to approve the request. Ms. Jones seconded the motion. The motion passed with a vote of 5 to 0.



AGENDA
GREER CITY COUNCIL
2/27/2024

Bid Summary - Turf Maintenance Products, Greer Golf

Summary:

The Parks, Recreation & Tourism Department solicited bids for Turf Maintenance Products at Greer Golf. Staff recommends the bid be awarded to Corbin Turf. (Action Required)

Executive Summary:

Red Watson, Assistant Director of Parks, Recreation & Tourism

ATTACHMENTS:

Description	Upload Date	Type
▣ Cover Memo	2/23/2024	Cover Memo
▣ Bid Summary	2/23/2024	Backup Material

Memorandum

To: Andrew Merriman, City Administrator

From: Red Watson, Assistant Director, Parks, Recreation & Tourism

cc: Tammy Duncan, Municipal Clerk
Ann Cunningham, Director, Parks, Recreation & Tourism

Date: February 21, 2024

Re: Turf Maintenance Products- Greer Golf

The City of Greer Parks Recreation, & Tourism Department solicited bids for turf maintenance products at Greer Golf. Bids include all materials and labor costs.

Harrell's LLC-	\$22,259.92
Simplot Turf & Horticulture-	\$22,931.36
Corbin Turf-	\$24,216.53
SiteOne Landscape-	\$24,860.99

Staff has reviewed the information contained in the proposal such as references, pricing, etc.

Staff recommends the bid be awarded to Corbin Turf. Corbin Turf is the only provider that submitted Brandt products, as requested in the advertisement. They are a local business with a reputation of providing an excellent product and customer service. This project is budgeted in Fund 57, and Corbin Turf's bid is under the budgeted amount.



BID SUMMARY

Below, please find the summary of bids for **Project #2024-017 Turf Maintenance Products** as received by the City of Greer.

<u>Company</u>	<u>Location of Company</u>	<u>Price</u>
Harrell's LLC	5105 New Tampa Hwy Lakeland, FL 33815	\$22,259.92
Simplot Turf & Horticuture	4135 Shopton Road, Charlotte, NC 28217	\$22,931.36
Corbin Turf	1801 Rutherford Road, Suite 105B Greenville, SC 29609	\$24,216.53
SiteOne Landscape	1385 East 36th Street Cleveland, Ohio 44114	\$24,860.99



AGENDA
GREER CITY COUNCIL
2/27/2024

First Reading of Ordinance Number 7-2024

Summary:

Lumos Fiber of South Carolina, LLC has submitted a request for a franchise agreement with the City of Greer to install fiber infrastructure throughout the City in conjunction with its build out of their fiber network in the Upstate of South Carolina. Ben Breazeale with Lumos Fiber will be in attendance to address any questions you may have. (Action Required)

Executive Summary:

David Seifert, CFO

ATTACHMENTS:

Description	Upload Date	Type
❏ Ordinance Number 7-2024	2/23/2024	Ordinance
❏ Ord 7-2024 Exhibit A Franchise Agreement	2/23/2024	Exhibit

GREER ORDINANCE NUMBER 7-2024

AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT

WHEREAS, Lumos Fiber of South Carolina, LLC (“Franchisee”) seeks to enter into a Franchise Agreement with the City of Greer (the “City”) to allow Franchisee to install, operate, use, maintain, repair, replace, upgrade and remove telecommunications facilities in the City owned right-of-way; and,

WHEREAS, Franchisee is considered a telecommunications company pursuant to the definition under Section 58-9-2200 of the Code of Laws of South Carolina (“Code”); and,

WHEREAS, Franchisee holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

WHEREAS, the City is required by S.C. Code § 58-9-2230 and Section 153 (2) of Title 47 of the U.S. Code to manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and is entitled to impose a fair and reasonable franchise or consent fee on a telecommunications company, or an administrative fee upon a telecommunications company that is not subject to the franchise or consent fee, for the use of the public streets and public property on a nondiscriminatory basis, to provide telecommunications services unless the telecommunications company has an existing contractual, constitutional, statutory, or other right to contract or operate in the public streets and public property, in amounts not to exceed the amounts specified in said Section 58-9-2230; and,

WHEREAS, pursuant to Section 2-73 of the City of Greer Code of Ordinances, Franchisee timely published a notice in the Greenville News stating the nature of the requested franchise; and,

WHEREAS, the purpose of this franchise is to allow Franchisee the right to install, operate, use, maintain, upgrade, repair, replace and remove telecommunication services as contemplated by the Franchise Agreement attached hereto as **Exhibit “A;”** and,

WHEREAS, the City of Greer desires to enter into the Franchise Agreement attached hereto as **Exhibit “A”**, the terms of which are incorporated herein as is set forth verbatim; and,

WHEREAS, pursuant to S.C. Code § 5-7-260, the grant, renewal, or extension of a franchise shall be made by Ordinance; and,

WHEREAS, the Mayor and City Council find that it is in the best interests of the City of Greer to enter into the Franchise Agreement attached hereto as **Exhibit “A”**.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Greer, that the City Administrator is hereby authorized, empowered and directed to execute acknowledge and deliver the Franchise Agreement attached hereto as **Exhibit “A”**.

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to Franchise Agreement contemplated by this Ordinance.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: _____

First Reading: _____

Second Reading: _____

Approved as to form: _____

Daniel R. Hughes
City Attorney

**CITY OF GREER, SOUTH CAROLINA NONEXCLUSIVE
FRANCHISE AGREEMENT WITH LUMOS FIBER OF SOUTH
CAROLINA, LLC**

This Nonexclusive Franchise Agreement (hereinafter "Agreement") is made and entered into as of this [] day of [] 2024 ("Effective Date"), by and between the CITY OF GREER, a South Carolina municipal corporation (hereinafter "City" or "Grantor") and LUMOS FIBER OF SOUTH CAROLINA, LLC, a South Carolina limited liability company, (hereinafter "LUMOS" or "GRANTEE"), having its principal office at 4100 Mendenhall Oaks Pkwy., Suite 300, High Point, NC 27265.

WHEREAS, GRANTEE is a limited liability company duly organized and existing under the laws of South Carolina; and,

WHEREAS, GRANTEE desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the City; and,

WHEREAS, pursuant to Title V, Chapter 7, Section 30 of the South Carolina Code, and Title LVIII, Chapter 9, Section 2230 of the South Carolina Code, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and,

WHEREAS, LUMOS holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

WHEREAS, the City is agreeable to allowing GRANTEE to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and GRANTEE agree as follows:

Section 1. Grant of Authority. (a) Subject to the terms of this Agreement, the City hereby grants to GRANTEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications

service in the public streets and public rights-of-way in the City. GRANTEE shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property.

(b) GRANTEE acknowledges that this grant of authority is for the benefit of GRANTEE only, and that GRANTEE is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of this Agreement.

(c) GRANTEE acknowledges that, to the extent allowed by State and Federal law, the City has the authority to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. GRANTEE agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

(d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the City to use the public streets and public rights-of-way occupied by GRANTEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way.

(e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

Section 2. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common

ownership or control with another person or entity.

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522 and shall be synonymous with the term "cable television service."

"City" means the City of Greer, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

"City Attorney" means the City Attorney or his designee.

"City Council" means the City Council of the City of Greer.

"City Engineer" means the City Engineer or his designee.

"City Administrator" means the City Administrator or his designee.

"City Property" means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

"Duct" means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by GRANTEE in the public streets or rights-of-way of the City used or useful for the transmission of telecommunications services.

"GRANTEE" or *"Lumos"* means Lumos Fiber of South Carolina, LLC.

"Grantor" means the City of Greer.

"Public streets and public rights-of-way" or *"public ways"* include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now

or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

"Public works project or public improvements" include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

"Telecommunications facilities" means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by GRANTEE to provide telecommunications service.

"Telecommunications service" means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty years, commencing on the Effective Date ("Initial Term"). Unless either party gives ninety (90) days written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional ten (10) year terms, for a maximum of fifty (50) years (each a "Renewal Term"); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days' written notice prior to the end of a Renewal Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, GRANTEE shall be prohibited from further access to the public rights-of-way in the City.

Section 4. Compliance With Applicable Law. GRANTEE shall at all times during the term of this Agreement, including any renewal period, comply with all

applicable federal, state, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 5. Construction; Location or Relocation of Facilities. All GRANTEE facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.

5.1. Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall also install its telecommunications facilities underground.

5.2. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall relocate its facilities underground within a reasonable amount of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

5.3. GRANTEE shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and GRANTEE from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

5.4. In the performance and exercise of its rights and obligations under this Agreement, GRANTEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the City.

5.5. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public improvements. If any facilities of GRANTEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety

(90) days after written notice by the City (or such other period of time set forth in Section 5.7 or as may be agreed upon in writing by the City and GRANTEE), GRANTEE shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Administrator or City Engineer. If GRANTEE fails to so protect, alter, remove, or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of GRANTEE without any liability to City, and GRANTEE shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation. GRANTEE shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of GRANTEE's failure to comply with the City's request to protect, alter or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination.

5.6. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The City will endeavor to provide prior notice to GRANTEE of such emergencies which may impact its telecommunications facilities. If City is unable to provide prior notice of the life-threatening emergency as described above, City shall notify GRANTEE within twenty-four (24) hours of the occurrence of such emergency.

5.7. The facilities of GRANTEE shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. GRANTEE shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City.

5.8. The City shall have the right to specifically designate the location of the facilities of GRANTEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of GRANTEE's facilities shall not relieve GRANTEE of its responsibilities in matters of public safety, as provided in this Agreement.

5.9. Except in the cases of emergencies, GRANTEE shall not move, alter,

change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Administrator and permission in writing to do so is granted, or such requirement is waived, by the City Administrator. The City Administrator shall either approve or deny GRANTEE's request to relocate its facilities within five (5) days of receipt of GRANTEE's request. Such permission shall not be unreasonably withheld by the City Administrator and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by GRANTEE shall also be coordinated with the City's annual paving program through the Office of the City Engineer.

5.10. GRANTEE shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. GRANTEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by GRANTEE, GRANTEE shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present.

5.11. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, GRANTEE shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. GRANTEE shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to GRANTEE's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of GRANTEE to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause

such necessary repairs to be made and may collect the costs incurred from GRANTEE, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

5.12. Neither GRANTEE, nor any person acting on GRANTEE's behalf, shall take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable it to install or repair its telecommunications system, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.13. In the event of an unexpected repair or emergency, GRANTEE may commence such repair and emergency response work as required under the circumstances, provided GRANTEE shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

5.14. GRANTEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

5.15. GRANTEE shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.16. GRANTEE shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. GRANTEE shall furnish detailed plans of the work and other required information prior to issuance of a permit. GRANTEE shall comply with all applicable ordinances and permitting requirements.

A single permit may be issued for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, GRANTEE shall make a report of each such excavation to the City within two (2) working days. Any permit application and inspection related to repair of excavations

shall be promptly acted upon by the City so as not to unreasonably delay GRANTEE in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

5.17. (a) Promptly after installation, repair or extension of the telecommunications system or any portion thereof or any pavement cut by GRANTEE in any public way of the City, the incidental trenches or excavations shall be refilled by GRANTEE in a manner acceptable to the City Administrator. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by GRANTEE at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, GRANTEE shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then GRANTEE at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, GRANTEE shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. GRANTEE shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by GRANTEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by GRANTEE.

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City.

5.18. (a) GRANTEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by GRANTEE in the installation, operation, maintenance, or extension of GRANTEE's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by GRANTEE after thirty (30) days' notice to do so, given by the City to GRANTEE, may be removed or corrected by the City, and the cost thereof

shall be charged against GRANTEE and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of GRANTEE telecommunications system shall be borne by GRANTEE and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by GRANTEE to the City.

(b) If weather or other conditions do not permit the complete restoration required by this Section, GRANTEE shall temporarily restore the affected property. Such temporary restoration shall be at GRANTEE's sole expense and GRANTEE shall only be required to make reasonable, temporary restorations based on the conditions. GRANTEE shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(c) GRANTEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.19. Except in the case of the City's negligence or intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of GRANTEE's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.20. GRANTEE shall cooperate with the City in coordinating its construction activities as follows:

(a) GRANTEE shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, GRANTEE shall meet with the City and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages.

GRANTEE shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way. GRANTEE shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

Section 6. Mapping. (a) GRANTEE shall maintain an accurate map of its telecommunications facilities in the City. GRANTEE shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. GRANTEE shall, upon request, provide updated maps annually of telecommunications facilities in the City.

(b) If any of the requested information of GRANTEE in this Agreement is considered proprietary, confidential, or a trade secret, GRANTEE will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this franchise, GRANTEE shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to GRANTEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, GRANTEE will pay for the cost of making the mapping compatible.

(c) Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after GRANTEE provides the City with its proposed plans for the Telecommunications facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by GRANTEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for GRANTEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or

are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of GRANTEE, the City will cooperate in good faith with GRANTEE to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for GRANTEE. GRANTEE shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

Section 7. Insurance Requirements. At all times during the term of this Agreement and any renewal period, GRANTEE shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A- VII by A.M. Best Co.

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that GRANTEE may meet the policy limit in this section by combination of GRANTEE's General Commercial Liability Policy and GRANTEE's Umbrella or Excess Liability Policy.

(b) *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of GRANTEE set forth in this Agreement.

(c) *Workers' Compensation.* Workers' Compensation insurance covering GRANTEE's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

(d) *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

(e) *Pollution Liability Insurance.* GRANTEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, GRANTEE shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. GRANTEE shall obtain a written obligation on the part of each insurance company to notify GRANTEE at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from GRANTEE's insurance company, GRANTEE will immediately notify the City of any of the required coverages that are not replaced.

Section 8. Surety.

(a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by GRANTEE, GRANTEE shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Fifty Thousand Dollars (\$50,000) securing its faithful performance of the terms and conditions of this Agreement. GRANTEE shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by GRANTEE of this Agreement.

The bond shall guarantee GRANTEE's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work

as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by GRANTEE of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of GRANTEE under this Agreement and all other payments due the City from GRANTEE pursuant to this Agreement.

(b) Whenever the City determines that GRANTEE has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to GRANTEE. The written notice shall describe in reasonable detail the violation so as to afford GRANTEE an opportunity to remedy the violation. GRANTEE shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a martial default under this Agreement.

(c) Such bond shall be in addition to any performance, defect bond, or other surety required by the City in connection with the issuance of any construction or any successor ordinance.

Section 9. Indemnification. GRANTEE agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by GRANTEE of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees and agents. In addition, GRANTEE shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees or agents.

The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. Although the City cannot, by law, hold harmless and indemnify any contracting party, subject to the application of the aforementioned laws and to the limits of its insurance, the City agrees that GRANTEE shall not be liable from and against all claims, liabilities, penalties, fines, costs, damages, losses,

causes of action, suits, demands, judgements and expenses (including, court costs and attorney's fees) of any nature, kind or description of any acts of negligence by the City, or its employees and agents, related to the City's breach of the terms and conditions of this Agreement.

Section 10. Hazardous Substances. In its performance of this Agreement, GRANTEE shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event GRANTEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the City's acquiescence, GRANTEE shall indemnify and hold the City, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from GRANTEE's violation of this section and agrees to reimburse City for all costs and expenses incurred by the City in eliminating or remedying such violations. GRANTEE also agrees to reimburse the City and hold the City, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of GRANTEE's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 6901, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*), as amended, and the Toxic Substances Control Act (15 U.S.C. 2601, *et seq.*), as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

Section 11. Fees

(a) In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with

Applicable Law and ordinances, GRANTEE shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. GRANTEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the Applicable Law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers presently contained in said statute shall be removed or modified, the City will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such Applicable Law as may then govern; GRANTEE will be free to challenge any fee structure not in compliance with Applicable Law.

(b) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, GRANTEE shall pay to the City a franchise fee in the amount of \$1,000.00 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to City on or before the effective date, and thereafter on January 2 of each calendar year this Agreement remains in effect.

(c) Interest will be charged on any late payment at the maximum rate permitted under state law, or if there is no such rate, the interest will be 1.5% per month a payment is late.

Section 12. General provisions.

(a) *Authority.* GRANTEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

(b) *Other remedies.* Nothing in this Agreement shall be construed as waiving or

limiting any rights or remedies that the City or GRANTEE may have, at law or in equity, for enforcement of this Agreement.

(c) *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d) *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Controlling law and venue.* By virtue of entering into this Agreement, GRANTEE agrees and submits itself to a court of competent jurisdiction in the City, South Carolina or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Nondiscrimination.* During the performance of this Agreement, GRANTEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. GRANTEE, in all solicitations or

advertisements for employees placed by or on behalf of GRANTEE, will state that GRANTEE is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(i) *Notices.* (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the City:	City Administrator 301 E. Poinsett St. Greer, SC 29651
With a Copy to:	Daniel R. Hughes, City Attorney P.O. Box 449 Greer, SC 29652
To GRANTEE:	Chief Network Officer One Lumos Plaza Waynesboro, Virginia 22980
With a Copy to:	General Counsel One Lumos Plaza Waynesboro, Virginia 22980

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

LUMOS FIBER OF SOUTH CAROLINA, LLC
A limited liability company

By: _____

Name: _____

Title: _____

State of _____

City/County of _____, TO WIT;

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, of Lumos Fiber of South Carolina, LLC, a South Carolina company.

Notary Public

My commission expires: _____

My registration number: _____

CITY OF GREER

a South Carolina municipal corporation

By: _____

City Administrator /Authorized

Designee of the City Administrator

(SEAL)

ATTEST: _____
_____, City Clerk

STATE OF SOUTH CAROLINA

CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, City Administrator /Authorized Designee of the City Administrator of the City of _____, on its behalf. He/She is personally known to me.

Notary Public

My commission expires: _____

My registration number: _____

STATE OF SOUTH CAROLINA

CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, City Clerk of the City of _____, on its behalf. He/She is personally known to me.

Notary Public

My commission expires: _____

My registration number: _____

Approved as to Content:

Information Technology
Department

Approved as to Legal Sufficiency:

City Attorney's Office

Approved as to Risk Management:

Risk Manager