

#### AGENDA GREER CITY COUNCIL

**April 24, 2018** 

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

#### 6:30 PM COUNCIL REGULAR MEETING

- I. CALL TO ORDER OF REGULAR MEETING
- II. PLEDGE OF ALLEGIANCE
- III. INVOCATION
  - A. Councilman Jay Arrowood
- IV. PUBLIC FORUM
- V. MINUTES OF COUNCIL MEETING
  - A. April 10, 2018 (Action Required)

#### VI. DEPARTMENTAL REPORTS

- A. Buillding and Development Standards Activity Report March 2018
- B. Finance Activity Report March 2018
  Link to Detail Financial Reports
- C. Fire Department Activity Report March 2018
- D. Municipal Court Activity Report March 2018
- E. Parks and Recreation Activity Report March 2018
- F. Police Department Activity Report March 2018
- G. Public Services Activity Report March 2018
- H. Website Activity Report March 2018

#### VII. PRESENTATION

A. Caroline Robertson, Executive Director Greer Relief will present her annual report

#### VIIIADMINISTRATOR'S REPORT

A. Ed Driggers, City Administrator

#### IX. NEW BUSINESS

#### A. Bid Summary

Seeking approval of bid for drainage improvements at Wildwood Dr. & Chick Springs Rd. (Action Required)

Drainage issues come up occasionally inside the City that need to be addressed. We have 2 relatively small issues that will be combined into one project. On Wildwood Drive we will be placing approximately 160LF of pipe to replace an old pipe and moving the discharge point to a proper location. On Chick Springs Road we have a few end sections of 36" pipe that have fallen into the creek and are now eroding the pipe bed. This project will replace those sections and install riprap and grassing for erosion control. Steve Grant, City Engineer

- B. Revisions to the City of Greer Policy and Procedures Manual
  Seeking approval for revisions to the City of Greer Policy and Procedures
  Manual. (Action Required)
  Presented by Dorian Flowers, Fire Chief
- C. First and Final Reading of Resolution Number 13-2018
  A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR THE SALE OF PROPERTY WITH SC GREER POINSETT, LLC (Action Required)
- D. First Reading of Ordinance Number 13-2018
  AN ORDINANCE AUTHORIZING THE CONVEYANCE OF
  CERTAIN REAL PROPERTY IN THE CITY OF GREER (Action
  Required)

#### X. EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

#### A. Contractual Matter

Request: Motion for Council to enter into Executive Session to discuss a potential contract for property purchase as allowed by State Statute 30-4-70(a)(2).

#### B. Legal Advice

Request: Motion for Council to enter into Executive Session to receive legal advice regarding pending litigation as allowed by State Statute 30-4-70(a)(2).

#### XI. 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 Ruthie Helms, ADA Coordinator at (864) 848-5397 as soon as possible, but no later than 48 hours prior to the scheduled event.

Category Number: III. Item Number: A.



# AGENDA GREER CITY COUNCIL

4/24/2018

## Councilman Jay Arrowood

#### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Invocation Schedule	4/16/2018	Backup Material



# **Greer City Council 2018 Invocation Schedule**

January 9, 2018	Councilman Wayne Griffin
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January 23, 2018 Councilwoman Kimberly Bookert

February 27, 2018 Councilman Lee Dumas

March 13, 2018 Councilman Wryley Bettis
March 27, 2018 Councilwoman Judy Albert

April 10, 2018 Mayor Rick Danner

April 24, 2018 Councilman Jay Arrowood

May 8, 2018 Councilman Wayne Griffin

May 22, 2018 Councilwoman Kimberly Bookert

June 12, 2018 Councilman Lee Dumas
June 26, 2018 Councilman Wryley Bettis

July 10, 2018 Councilwoman Judy Albert

July 24, 2018 Mayor Rick Danner

August 14, 2018 Councilman Jay Arrowood
August 28, 2018 Councilman Wayne Griffin

September 11, 2018 Councilwoman Kimberly Bookert

October 9, 2018 Councilman Lee Dumas

October 23, 2018 Councilman Wryley Bettis

November 13, 2018 Councilwoman Judy Albert

November 27, 2018 Mayor Rick Danner

December 11, 2018 Councilman Jay Arrowood

Category Number: V. Item Number: A.



## AGENDA GREER CITY COUNCIL 4/24/2018

**April 10, 2018** 

**Summary:** 

(Action Required)

**ATTACHMENTS:** 

	Description	Upload Date	Type
ם	April 10, 2018 Council Meeting Minutes	4/20/2018	Backup Material

#### **CITY OF GREER, SOUTH CAROLINA**

# MINUTES of the FORMAL MEETING of GREER CITY COUNCIL April 10, 2018

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

#### I. CALL TO ORDER OF REGULAR MEETING

Mayor Rick Danner – 6:31 P.M.

The following members of Council were in attendance: Jay Arrowood, Wayne Griffin, Kimberly Bookert, Lee Dumas, Wryley Bettis and Judy Albert.

Others present: Ed Driggers, City Administrator, Mike Sell, Assistant City Administrator, Tammela Duncan, Municipal Clerk, Steve Owens, Communications Manager and various other staff and media.

II. PLEDGE OF ALLEGIANCE

Mayor Rick Danner

III. INVOCATION

Mayor Rick Danner

IV. PUBLIC FORUM

No one signed up to speak.

#### V. MINUTES OF THE COUNCIL MEETING

March 27, 2018

**ACTION -** Councilman Wryley Bettis made a motion that the minutes of March 27, 2018 be received as written. Councilwoman Judy Albert seconded the motion.

**VOTE** - Motion carried unanimously.

#### VI. ADMINISTRATOR'S REPORT

Ed Driggers, City Administrator presented the following:

#### **Calendar Items:**

**International Festival** – Saturday, April 14<sup>th</sup> from 11:00am until 4:00pm at City Park.

**<u>Baseball Opening Weekend –</u>** Friday, April 13<sup>th</sup> and Saturday, April 14<sup>th</sup>. We have approximately 550 participants playing in 50 teams this year.

<u>Kid's Planet Master Plan —</u> We have visited 6 schools in the city allowing us to work with the children in our community to receive input as to what they would like to see at Kids Planet. We also have an opportunity for parents and the community to participate in the Master Plan Tuesday, April 17<sup>th</sup> at City Hall we will hold a drop-in session between 5:00pm and 8:00pm with Parks and Recreation staff, the community and the design firm Alta Design.

**Employee Picnic** – Friday, April 27<sup>th</sup> from 5:00pm – 8:00pm at City Hall.

<u>Council Planning Retreat</u> has been scheduled for Tuesday, May 8<sup>th</sup> and Wednesday, May 9<sup>th</sup>. Both days will be half days. Additional information will be forthcoming.

**Freedom Blast** – is scheduled for Saturday, June 30<sup>th</sup> at City Park.

<u>Downtown Project – Alleyways and Parking areas -</u> Greenville County Legislative Delegation and Transportation Committee (GCLDTC) and the City has awarded the bid for the paving of the alleyways and the parking areas relative to the Downtown Project, that work will begin early May. Phil Rhoads will serve as the Project Manager for this part of the project as well as the streetscape project. He will begin next Thursday.

<u>Annual Report –</u> Steve Owens presented. (Attached) Link to report - http://online.flipbuilder.com/cityofgreer/fidw/

<u>Greer Development Corporation (GDC) –</u> Will host an Industry Appreciation Barbeque Thursday, April 19<sup>th</sup> from Noon until 1:30pm at Caliber Ridge.

<u>Mayor Danner –</u> disseminated surveys for Council to complete regarding the Council Retreat.

#### VII. NEW BUSINESS

#### A. First Reading of Ordinance Number 12-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY LEON HIX REAL ESTATE LLC. LOCATED AT 304 PELHAM STREET FROM R-12 (RESIDENTIAL SINGLE - FAMILY) TO C-3 (COMMERCIAL DISTRICT).

Brandon McMahan, Zoning Coordinator presented Ordinance Number 12-2018. The Planning Commission held a Public Hearing March 19, 2018. The Planning Commission and Staff recommended denial. Neither the owner nor a representative was present.

**ACTION** - Councilman Wryley Bettis made a motion to receive First Reading of Ordinance Number 12-2018. Councilman Jay Arrowood seconded the motion.

Discussion held.

**VOTE** – Motion failed 0-7.

#### B. First Reading of Ordinance Number 14-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY BILLY RAY HENDERSON JR. LOCATED AT 1000 SOUTH MAIN STREET BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY

Brandon McMahan, Zoning Coordinator presented Ordinance Number 14-2018. The Planning Commission will conduct a Public Hearing April 16, 2018. Neither the owner nor a representative was present.

**ACTION** - Councilman Wayne Griffin made a motion to discuss First Reading of Ordinance Number 14-2018. Councilwoman Kimberly Bookert seconded the motion.

**VOTE** – Motion carried unanimously.

#### VIII. EXECUTIVE SESSION

**ACTION -** In (7:10 p.m.)

#### (A) and (B) Contractual Matters

Councilman Wryley Bettis made a motion to go into Executive Session to discuss two (2) Contractual Matters (A) a potential contract for property purchase and (B) discuss matters relating to Berkshire Place as allowed by SC Code of Laws Section 30-4-70(a)(2). Councilwoman Kimberly Bookert. Motion carried unanimously.

Mayor Danner stated during Executive Session they discussed the above matters and no action would be needed.

**ACTION -** Out (8:03 p.m.) – Councilman Wayne Griffin made a motion to come out of Executive Session. Councilman Wryley Bettis seconded the motion. Motion carried unanimously.

IX. ADJOURNMENT	8:03 P.M.
	Richard W. Danner, Mayor
Tammela Duncan, Municipal Clerk	

#### 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, April 6, 2018.

Category Number: VI. Item Number: A.



# AGENDA GREER CITY COUNCIL

4/24/2018

#### **Buillding and Development Standards Activity Report - March 2018**

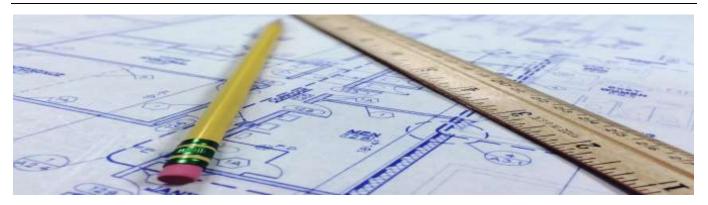
#### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Buillding and Development Standards Activity Report - March 2018	4/18/2018	Backup Material



# City of Greer Building & Development Standards Monthly Report March 2018

This is the monthly activity report of the Building and Development Standards department. It tracks the activities of three divisions: Planning & Zoning, Engineering & Stormwater, and Building Inspections & Code Enforcement. More information about each of these divisions is located on the City of Greer's website at www.cityofgreer.org.



# **Planning & Zoning**

#### **Planning Commission**

The Planning Commission reviewed **three** cases in March:

RZ 2018-06: 304 Pelham Street: R-12 to C-3 (denial)

RZ 2018-07: 600 Hampton Road: R-M1 to R-M2 (approval at PC; since withdrawn)

AN 2018-05: Henderson Gap Road (held pending traffic study at PC; PC heard the results of the traffic study in April and recommended approval of the DRD with a maximum of 35 units and a 50' undisturbed buffer along the property line with Riverside Chase)

#### **Board of Zoning Appeals**

The Board of Zoning Appeals reviewed **five** cases in March:

BZA 2018-02: Poinsett St @ Wade Hampton Blvd: Variance (approval)

BZA 2018-03: N. Main Street: Special Exception for car lot (approval)

BZA 2018-04: Poinsett St (Grace Church): Special Exception (approval)

BZA 2018-05: Riverside Commons (Lowe's Foods): Variance for parking (approval)

BZA 2018-06: 308 Brown Street (residential): Variance for setbacks (approval)

#### **Board of Architectural Review**

The Board of Architectural Review reviewed **two** cases in March:

BAR 2018-02	Los Portales Mexican Restaurant / 109 Trade St	Signage
BAR 2018-03	Empire LTD / 205 Trade St	Signage/Graphics, Lighting, Ext. Building Alt. Paint rear of building

#### **Planning Advisory Committee**

The Planning Advisory Committee reviewed **two** cases in March:

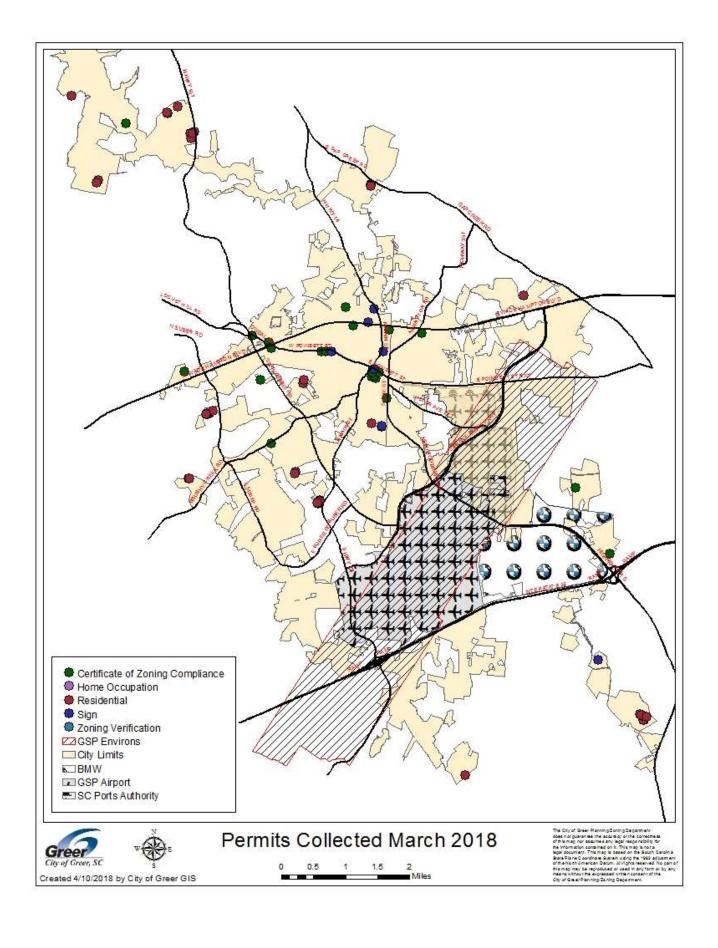
SUB 2018-02: Henderson Gap Road (Townhomes)

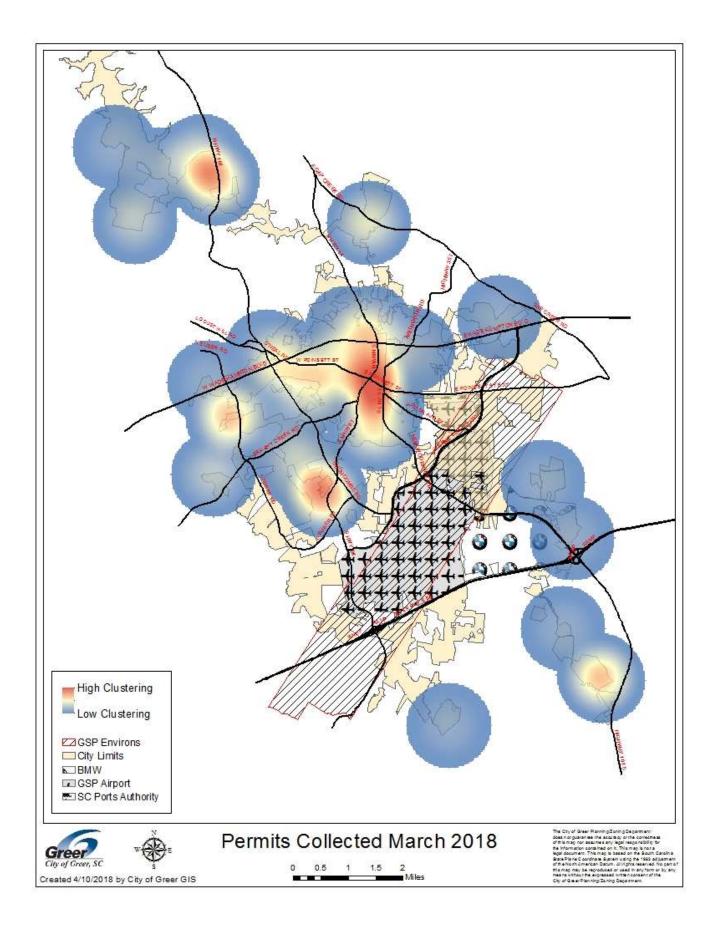
COM 2018-06: Greer Pediatrics

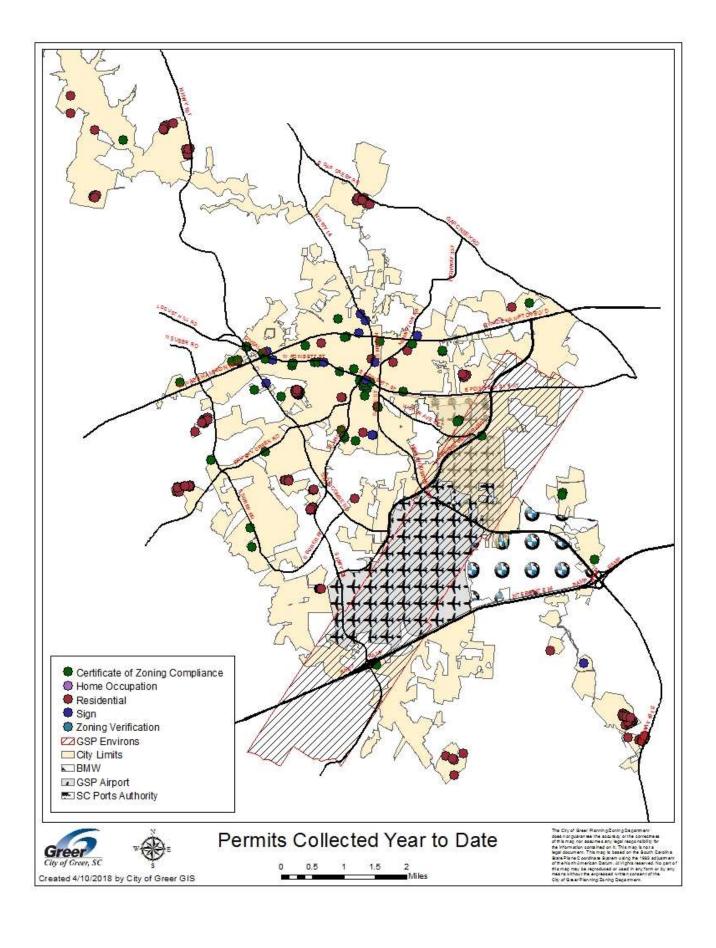
<u>Permits</u> for the month of February included 42 residential reviews, 23 commercial projects, and 9 signs.

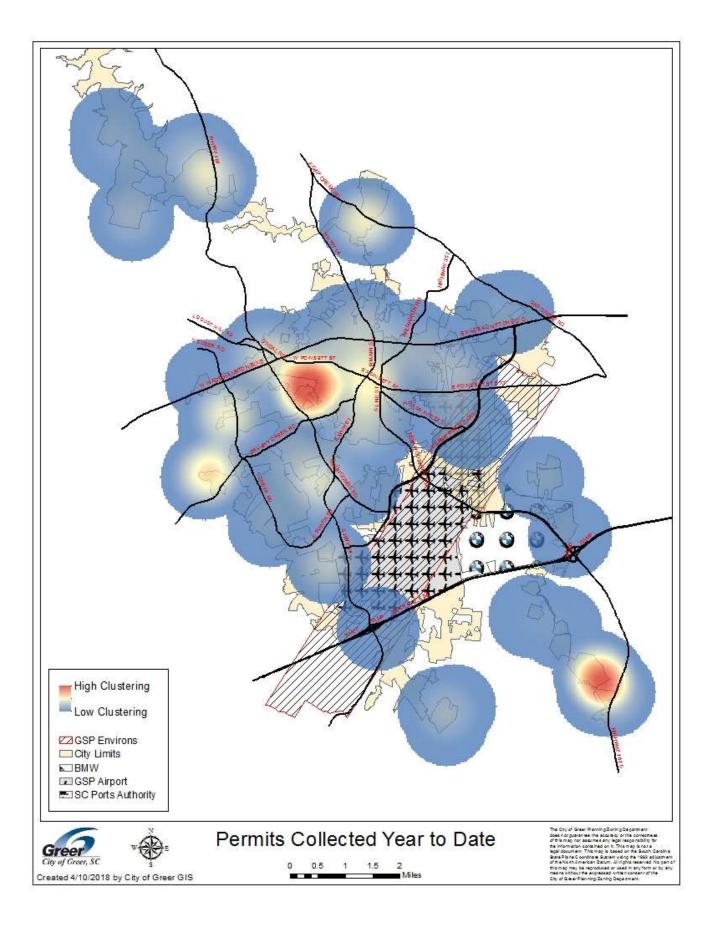
#### **Planning & Zoning Summary**

	TOTAL CASES	TOTAL CASES
	March	2018
PERMIT TYPE		
BZA: Residential	1	1
BZA: Commercial	4	5
Planning Commission	3	18
Planning Advisory Committee	2	10
Annexation Planning Committee	0	0
Board of Architectural Review	2	3
TOTAL	12	37









# **Engineering & Stormwater**

#### <u>CITY ENGINEER –</u>

#### **Ongoing Engineering Projects:**

- Drainage Improvements Wildwood Dr/Chick Springs Rd Re-bid
- Drainage Improvements Waterbrook Dr Conference call w/ City attorney
- Downtown Streetscape project ongoing planning/design meetings
- Alley Improvement/Depot St parking lot Coordination
- Trakit Project Management Software Project kick-off & handoff and Coord.
- Pelham/Snow 4 way STOP investigate feasibility
- Recycle Center Upgrade Phase 2 Evaluating scope (temp on hold)
- Lemon Creek speed humps planning (on hold)

**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:

- Creekside Manor –plan review
- Andy's Custard site meeting
- Staggs Parking addition plan review
- Project Pollux traffic study/road review
- Pinewood Place plan review
- Greer Arts Center plan review
- Greystone Cottages met residents about paving issue
- Stillwater final plat review
- Braeburn Orchard plan review
- Blue Ridge Plantation Site assessment/bonds
- S. Buncombe site prep plan review

- Plastic Omnium site additions meeting
- Greer Relief plan review
- Town Center Retail plan review
- Ozellas Ridge site assessment
- Huntress Dr footing inspection issue on site
- Lismore Village Phs II plan review
- Briar Ridge Subd (hood rd) plan review
- Holiday Road Townes plan review
- Inland Port Chassis Yard plan review
- Equip Studio meeting with developers
- SC Retail Development plan review

#### Other:

- PAC meeting site review, 2 sites
- Encroachment permit reviews 2
- Finalize and present Department report
- Sexual Harassment training
- Drainage issue Ashley commons
- Recycle bin issue at Recycle Center
- ADA issue at Turner Field
- Attend drone demo
- Re-advertise Asst City Engr position

- Yearly department budget preparation
- Clevertouch installation, coord and training
- ISO review
- Department inspection
- Begin looking at dept. website redesign
- Quarterly training module completed

#### **STORMWATER ENGINEER** – (Brandon Wagner – Contractor)

<u>Construction/ Post-construction Program - Plan Reviews, Pre-construction meetings, & Project Closeout Inspections</u>(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.

Project Name	Pre-submittal Meetings				
Commercial – Site Prep GHS Pediatrics NA  Commercial SC Greer Retail Center NA  Residential Briar Ridge Subdivision 62  Residential Uismore Village Phase II 31  Plan Reviews  Project Name Residential Freeman Farms Follow-up 63  Residential Freeman Farms Follow-up 127  Commercial Global Commerce Park Phase II Follow-up NA  Residential Braeburn Orchard Subdivision Follow-up NA  Residential Braeburn Orchard Subdivision Follow-up NA  Commercial Buncombe Road Site Prep Follow-up NA  Commercial Staggs Plumbing Follow-up NA  Site Prep Pinewood Place Culvert Replacement Follow-up NA  Residential Uismore Village Phase II Initial 31  Residential Briar Ridge Subdivision Initial 62  Commercial Staggs Plumbing Follow-up NA  Commercial Site Prep Pinewood Place Culvert Replacement Follow-up NA  Residential Uismore Village Phase II Initial 31  Residential Briar Ridge Subdivision Initial 62  Commercial Site Prep GHS Pediatrics Initial NA  Pre-Construction Meetings  Pre-Construction Meetings  Development Type Project Name # Lots/Units  Commercial Plastic Omnium NA  Residential Redcroft Phase I NA  Residential Residential Residential Redcroft Phase I NA  Residential Residential Residential Redcroft Phase I NA  Residential Resi	Development Type	Project Name	# Lot	s/Units	
Commercial SC Greer Retail Center NA  Commercial Inland Port Chassis Yard NA  Residential Briar Ridge Subdivision 62  Residential Lismore Village Phase II 31  Plan Reviews  Residential Reserve at Redcroft Follow-up 63  Residential Freeman Farms Follow-up 127  Residential Freeman Farms Follow-up 127  Residential Freeman Farms Follow-up NA  Commercial Global Commerce Park Phase II Follow-up NA  Commercial Buncombe Road Site Prep Follow-up NA  Commercial Buncombe Road Site Prep Follow-up NA  Commercial Stags Plumbing Follow-up NA  Residential Lismore Village Phase II Initial 31  Residential Briar Ridge Subdivision Initial 62  Commercial Lismore Village Phase II Initial NA  Residential Briar Ridge Subdivision Initial NA  Pre-Construction Meetings  Pre-Construction Meetings  Pre-Construction Meetings  Project Closeout Inspections  Project Closeout Inspections  Peterbilt NA  Residential Redcroft Phase I NA  Residential Residential Redcroft Phase I NA  Residential Residential Residential Redcroft Phase I NA  Residential Residences at Century Park 298	Commercial	Andy's Frozen Custard		NA	
Commercial   Inland Port Chassis Yard   NA   Residential   Briar Ridge Subdivision   62   1   31	Commercial – Site Prep	-		NA	
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Development Type	Commercial	Inland Port Chassis Yard		NA	
Development Type	Residential	Briar Ridge Subdivision		62	
Review Type	Residential			31	
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Development Type Project Name # Lots/Units  Commercial Old Woodruff Rd Industrial Warehouse NA  Commercial API Box Expansion NA  Project Closeout Inspections  Development Type Project Name # Lots/Units  Commercial Plastic Omnium NA  Residential Redcroft Phase I NA  Commercial Peterbilt NA  Residential Residences at Century Park 298	Commercial		Initial	NA	
Commercial Old Woodruff Rd Industrial Warehouse NA  Commercial API Box Expansion NA  Project Closeout Inspections  Development Type Project Name # Lots/Units  Commercial Plastic Omnium NA  Residential Redcroft Phase I NA  Commercial Peterbilt NA  Residential Residences at Century Park 298		Pre-Construction Meetings			
Commercial API Box Expansion NA  Project Closeout Inspections  Development Type Project Name # Lots/Units  Commercial Plastic Omnium NA  Residential Redcroft Phase I NA  Commercial Peterbilt NA  Residential Residences at Century Park 298	Development Type	Project Name	# Lot	s/Units	
Project Closeout Inspections  Development Type Project Name # Lots/Units  Commercial Plastic Omnium NA  Residential Redcroft Phase I NA  Commercial Peterbilt NA  Residential Residences at Century Park 298	Commercial	Old Woodruff Rd Industrial Warehouse	NA		
Development TypeProject Name# Lots/UnitsCommercialPlastic OmniumNAResidentialRedcroft Phase INACommercialPeterbiltNAResidentialResidences at Century Park298	Commercial API Box Expansion NA		NA		
CommercialPlastic OmniumNAResidentialRedcroft Phase INACommercialPeterbiltNAResidentialResidences at Century Park298		Project Closeout Inspections			
ResidentialRedcroft Phase INACommercialPeterbiltNAResidentialResidences at Century Park298	Development Type Project Name # Lots/Units				
ResidentialRedcroft Phase INACommercialPeterbiltNAResidentialResidences at Century Park298	Commercial	Plastic Omnium	Plastic Omnium NA		
CommercialPeterbiltNAResidentialResidences at Century Park298					
Residential Residences at Century Park 298					
·					
	Commercial	·		NA	

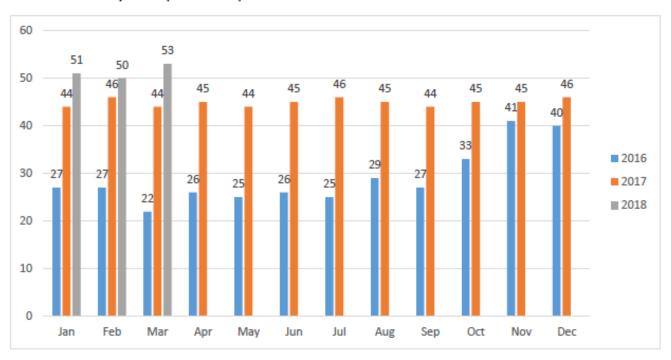
2018 Stormwater Summary January 1st through March 31th 2018			
<b>Projects Submitted</b>	Plan Reviews	Preconstruction Meetings	
13	34	8	

Historical Project Submittals		
Year	Projects Submitted	
2018 (YTD)	13	
2017	37	
2016	41	
2015	35	
2014	34	
2013	34	
2012	33	

<sup>\*\*</sup> Projects Submitted values derived from project tracking sheet by L. Hanley.

# STORMWATER INSPECTION: Anthony Copeland

#### 53 Active Site Inspected (Per Month)

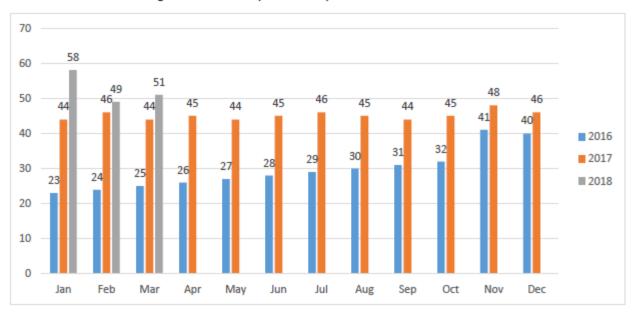


#### Project Name - 53 Active Sites

		<u> </u>
<ol> <li>Jones Creek Gardens</li> </ol>	2. Le Jardin Subd.	3. Crosswinds Subd.
4. Belshires Subd. Ph-2	5. Old Woodruff Rd. Ind. WH	6. GSP-Flex Hub Ph-3
7. Cranky Yankey Ph-2 WH	8. POM Storage	9. Cypress Landing Subd.
10. Franklin Point Subd.	11. Westhaven Subd.	12. TWB Gilliam Warehouse
13. Heatherfield Subd.	14. RV and Boat Storage Ph-III	15. GSP Centerpoint (Logistics)
16. Manor At Abner Crk. Subd.	17. Velocity Park 297SF Ind. Bld	18. Green Rd. Industrial Site
19. Mayfield Crossing Subd.	20. Pleasant Hill Subd.	21. Caliber Ridge North
22. Oneal Village Subd. Ph-1	23. Bee Storage	24. Dick Brooks Honda
25. Oneal Village Subd. Ph-2	26. Darrien Properties	27. New Hope Baptist Church
28. Oneal Village Subd. Ph-3	29. Residence At Century Pk.	30. Benson Memorial Ext.
31. Oneal Village Subd. Ph-4	32. Redcroft Subd. Ph-1	33. Mayfair Station
34. Orchard Crest Subd. Ph-1	35. Redcroft Subd. Ph-2	36. South Main Towns
37. Orchard Crest Subd. Ph-2	38. Pelham Medical Addition	39. Sage Creek Way
40. Piedmont Plaza	41. Hammett Bridge Town	42. GSP ProTrans
43. Reserves At Richglen Subd.	44. Hammett Bridge Res. Subd.	45. Enclave At Lismore
46. Plastic Omnium	47. Hartwood Lake Subd.	48. STI Phase II
49. Brushy Creek Towns	50. PNG Gas Line	51. Views At Mt. Vernon
52. Pelham Glen Subd.	53. Creekside Manor	

# STORMWATER INSPECTION: Anthony Copeland

#### 51 Individual LOT Drainage Plan Reviews (Per Month)



#### **Asphalt Activities**

Subd. / Project Name	Date	Operation
Oneal Village Ph-2	3/26/2018	Asphalt Removal / Proofroll
Oneal Village Ph-2	3/28/2018	Asphalt Removal / Proofroll
Mayfield Crossing Subd.	3/27/2018	Asphalt Proofroll / Placement
Mayfield Crossing Subd.	3/28/2018	Asphalt Proofroll / Placement
Mayfield Crossing Subd.	3/29/2018	Asphalt Placement

#### **Addressed Citizen Complaints**

Issue	Complaint Date	Address	Resolution	Completed
Storm drain top missing	3/26/2018	408 Maplewood Circle	City of Greer installed a top	3/27/2018
Missing Silt Fence / Mud in the Road	3/26/2018	214 Campbell Ave	Silt Fence was installed and street was cleaned.	3/26/2018

# **Building Inspections & Code Enforcement**

## COMMERCIAL PLAN REVIEWS

Project Name	Address		
Maya Nail Salon	813 N. Main Street		
AC Industries Rack Plans	110 Caliber Ridge		
Plastic Omnium Racking	310 <u>Genoble</u> Road		
Verizon Wireless – 2 locations	1511 Hwy 101 S & 306 Earle Street		
API	312 Buncombe		
Greer Relief	202 Victoria Street		
Mays Bridge Road Building	2544 Mays Bridge Road		
RV Storage	3312 Brushy Creek Road		
Happy Home Cleaning Business	111 Albert Street		
Fire Department upfit	103 Poinsett Street		
City of Greer – Cannon Centre	204 Cannon Street		
Plastic Omnium Paint Line Addition	310 <u>Genoble</u> Road		
Providence Baptist Church	215 Randall Street		
Elite Senior Daycare	211 Village Drive		
Target Renovation	6025 Wade Hampton Blvd.		
Iron Mountain Racking	125 Caliber Ridge		
T-Mobile	1511 Hwy 101 S		
Pure Balance Floating Spa	215 W. Wade Hampton Blvd.		

#### TOTAL RESIDENTIAL CONSTRUCTION - \$12,664,186.89

2018 - \$39,180,429.89 YTD

2017 - \$131,264,321.21

2016 - \$130,611,289.14

2015 - \$64,645,145.70



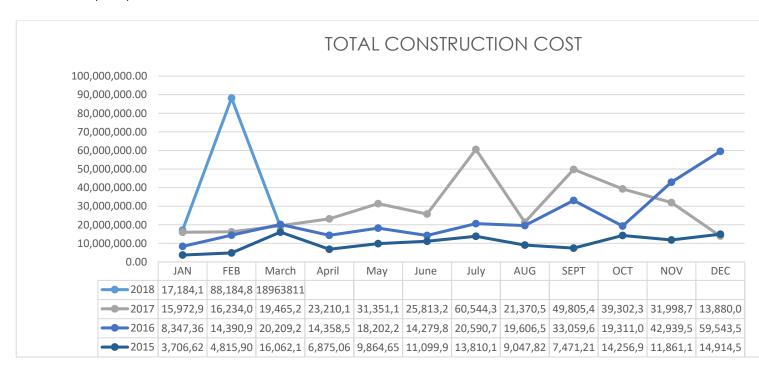
### TOTAL CONSTRUCTION COST - \$18,963,810.57

2018 - \$124,332,872.93

2017 - \$348,948,323.48

2016 - 284,839,502.84

2015 - 123,606,213.367



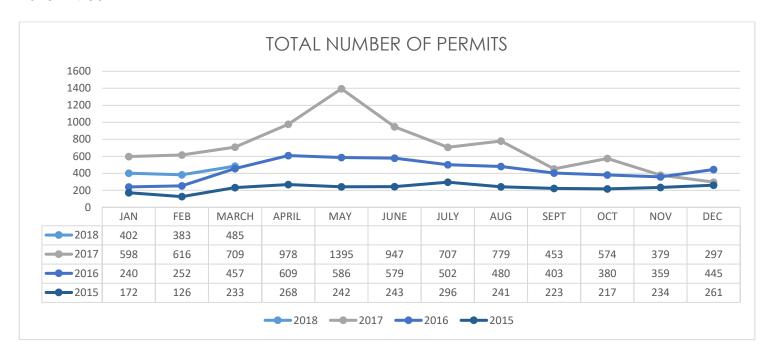
#### NUMBER OF PERMITS ISSUED - 485

2018 - 1270 YTD

2017 - 7625

2016 - 5292

2015 - 2756



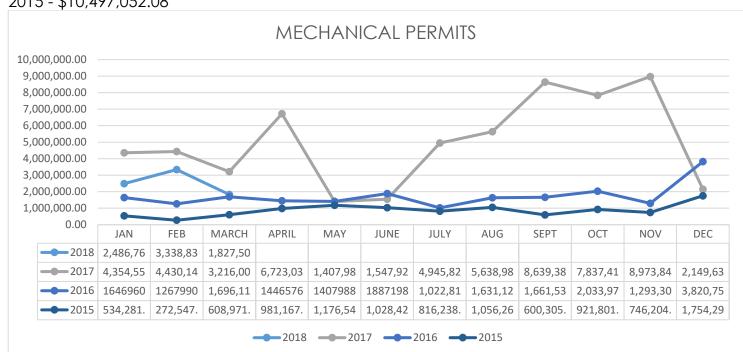
#### MECHANICAL PERMITS - \$1,827,506.82

2018 - \$7,653,106.66 YTD

2017 - \$59,864,747.40

2016 - \$20,816,343.54

2015 - \$10,497,052.08



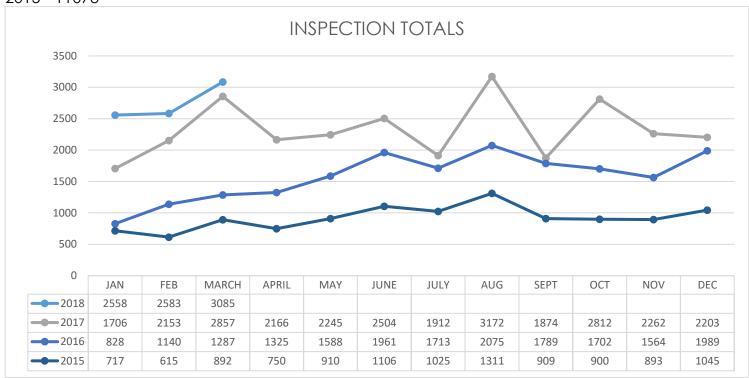
#### **TOTAL INSPECTIONS - 3085**

2018 - 8266 YTD

2017 - 27866

2016 - 18961

2015 - 11073



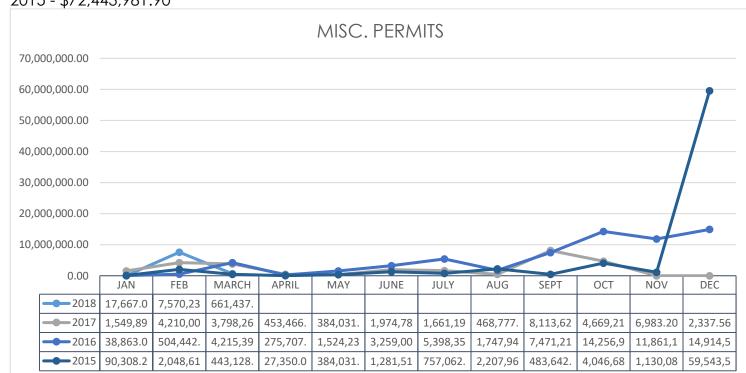
#### TOTAL MISC. PERMITS - \$661,437.50

2018 - \$8,249,341.89

2017 - \$29,757,048.44

2016 - \$65,467,832.78

2015 - \$72,443,981.90



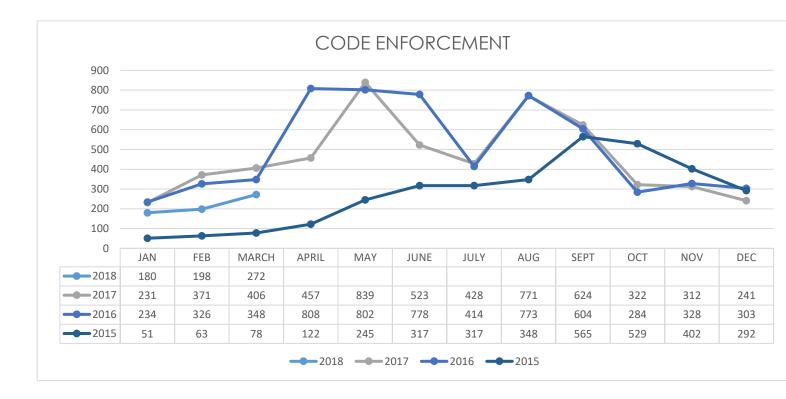
# **CODE ENFORCEMENT INSPECTIONS** – 272

2018 - 650

2017 - 5525

2016 - 6002

2015 - 3329



Category Number: VI. Item Number: B.



## AGENDA GREER CITY COUNCIL 4/24/2018

## **Finance Activity Report - March 2018**

#### **Summary:**

Link to Detail Financial Reports

#### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	March 2018 Summary Financial Report	4/19/2018	Backup Material



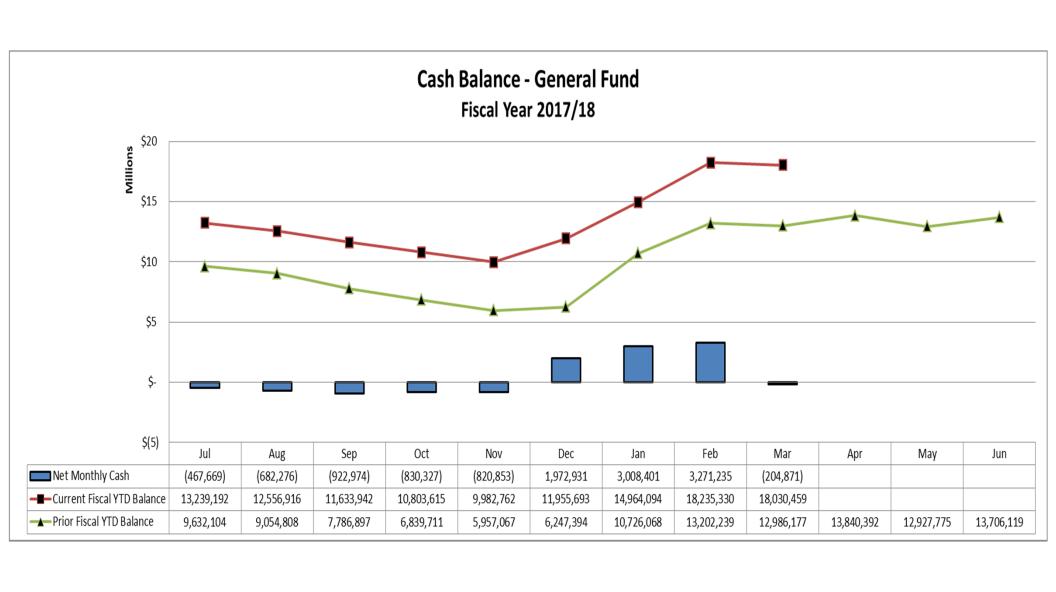
March 2018 Summary Financial Report

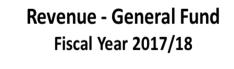


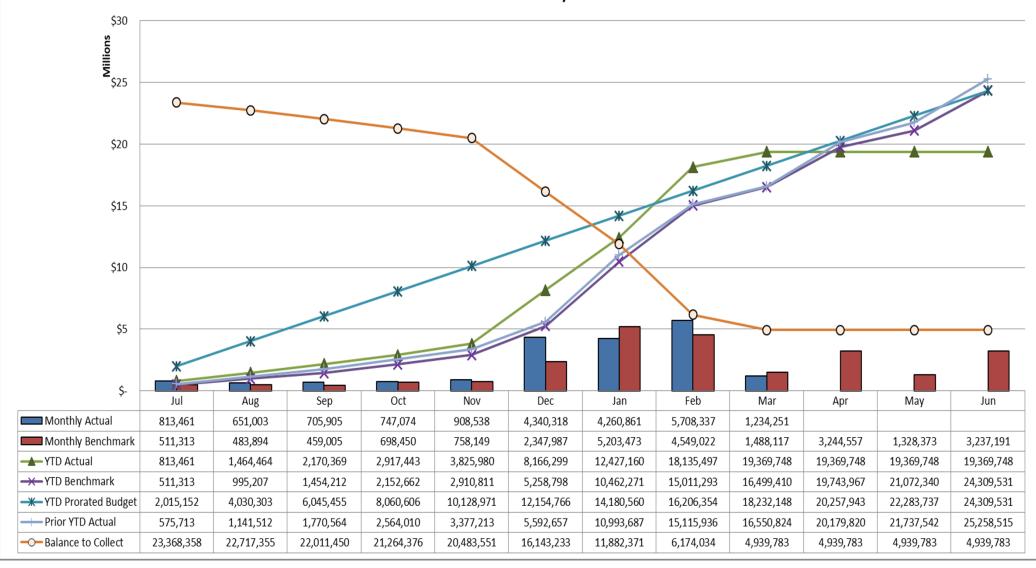
# Financial Performance Summary

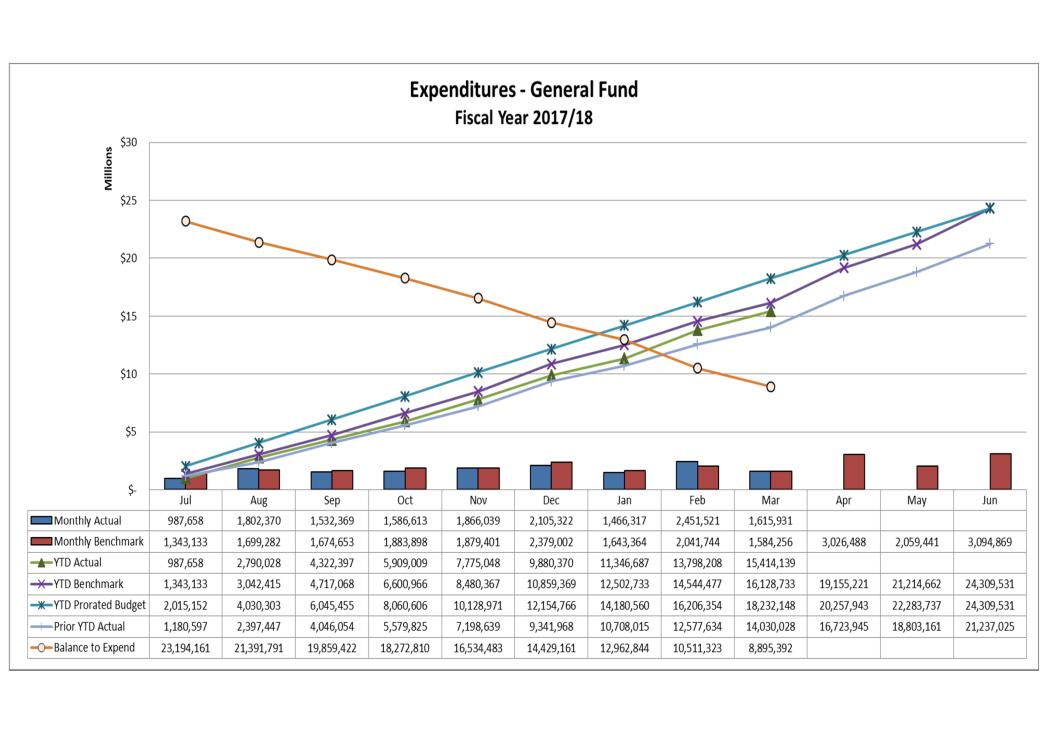
# As of Month End March, 2018

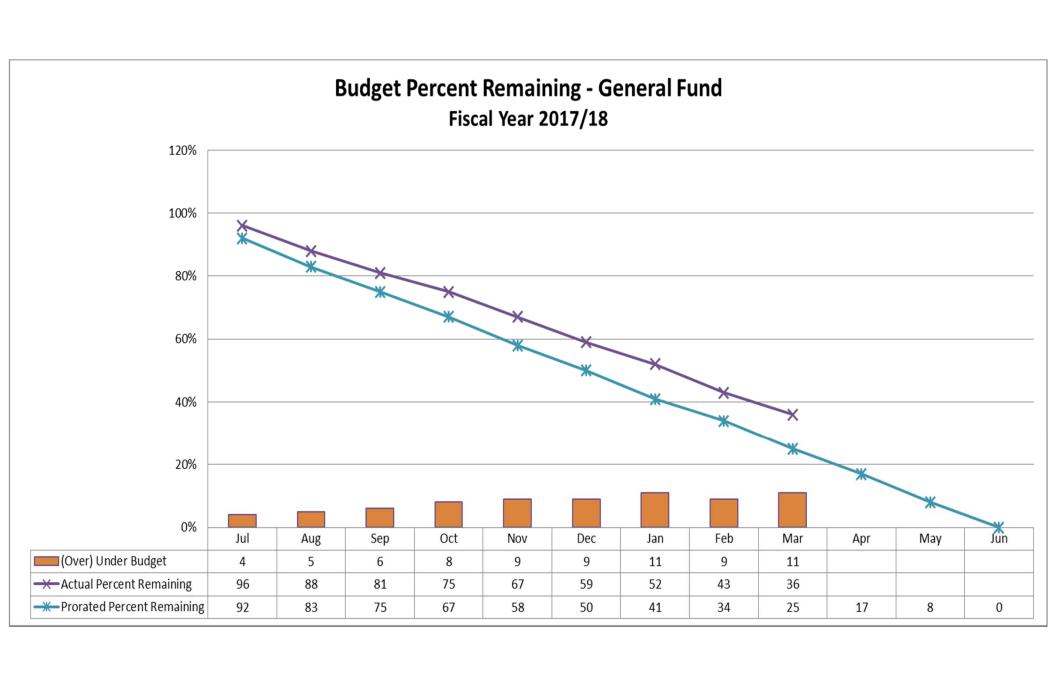
Quick Look Indicators	This Month	This Year	Balance
General Fund Cash Balance	•	<b>1</b>	\$ 18,030,459
General Fund Revenue	-	•	\$ 19,369,748
General Fund Expenditures	•	•	\$ 15,414,139
Budget Percentage (Over) / Under	•	•	11%
Revenue Benchmark Variance	•	•	\$ 2,870,338
Expenditure Benchmark Variance	•	•	\$ 714,594
Overall Benchmark Variance	•	•	\$ 3,584,932
Hospitality Fund Cash Balance	•	•	\$ 878,980
Hospitality Fund Revenue	•	•	\$ 1,608,215
Hospitality Fund Expenditures	•	•	\$ 1,909,811
Storm Water Fund Cash Balance	•	•	\$ 1,275,997
Storm Water Fund Revenue	-	•	\$ 787,518
Storm Water Fund Expenditures	•	<b>1</b>	\$ 516,441







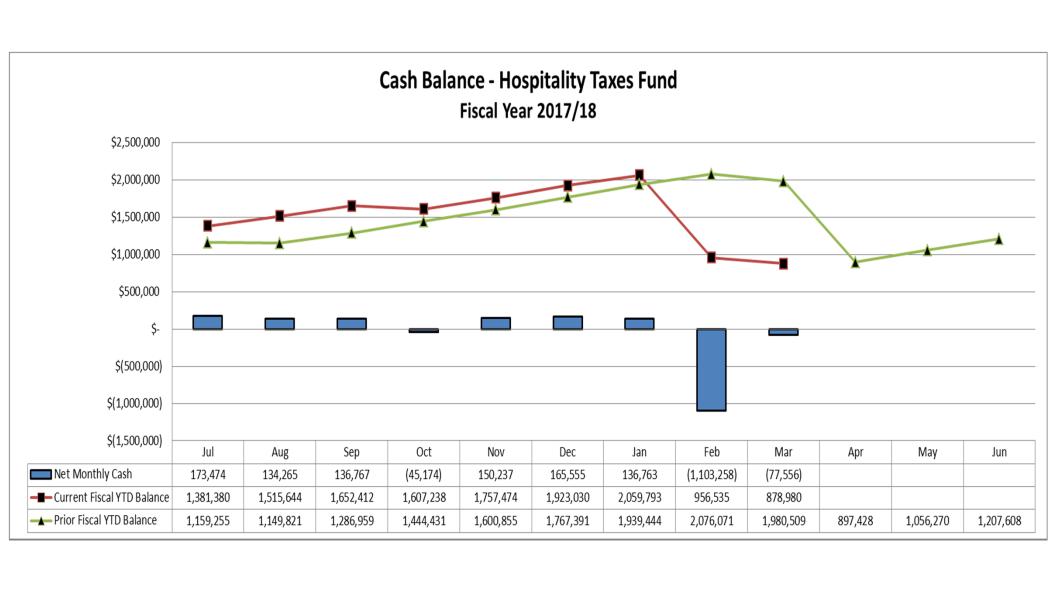


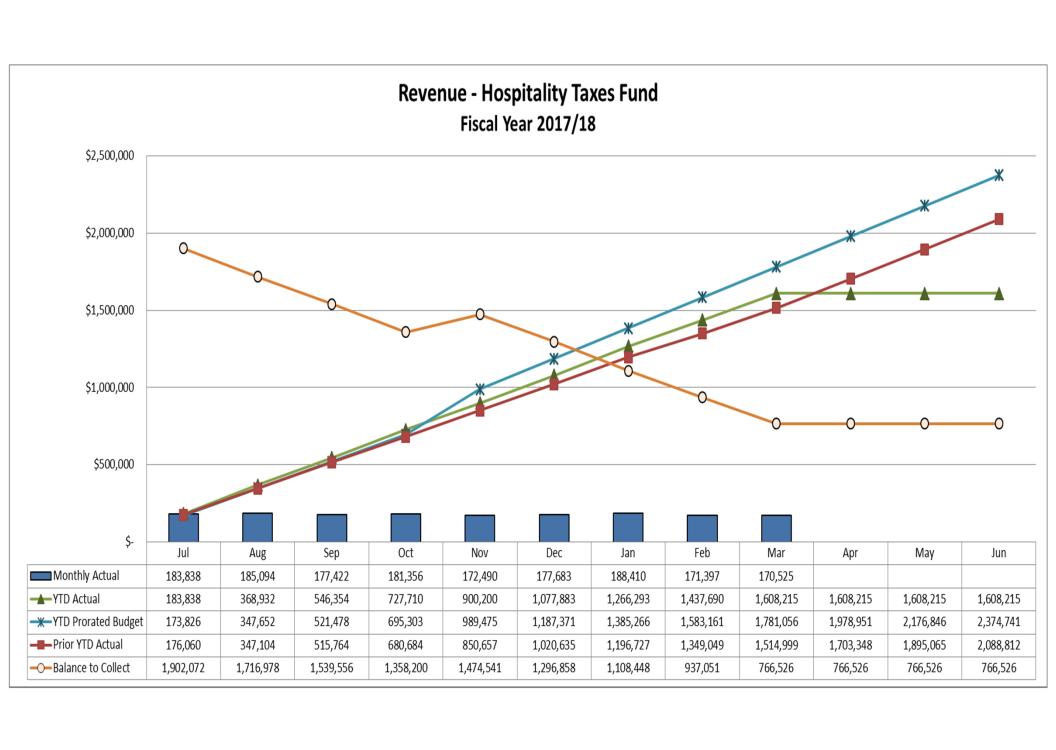


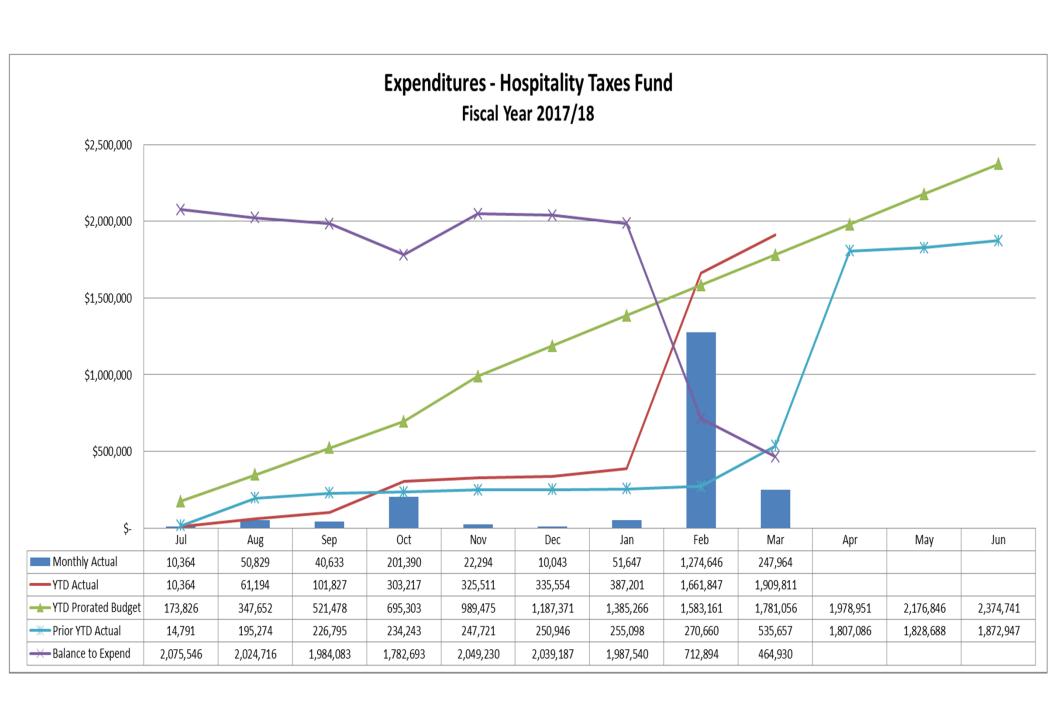


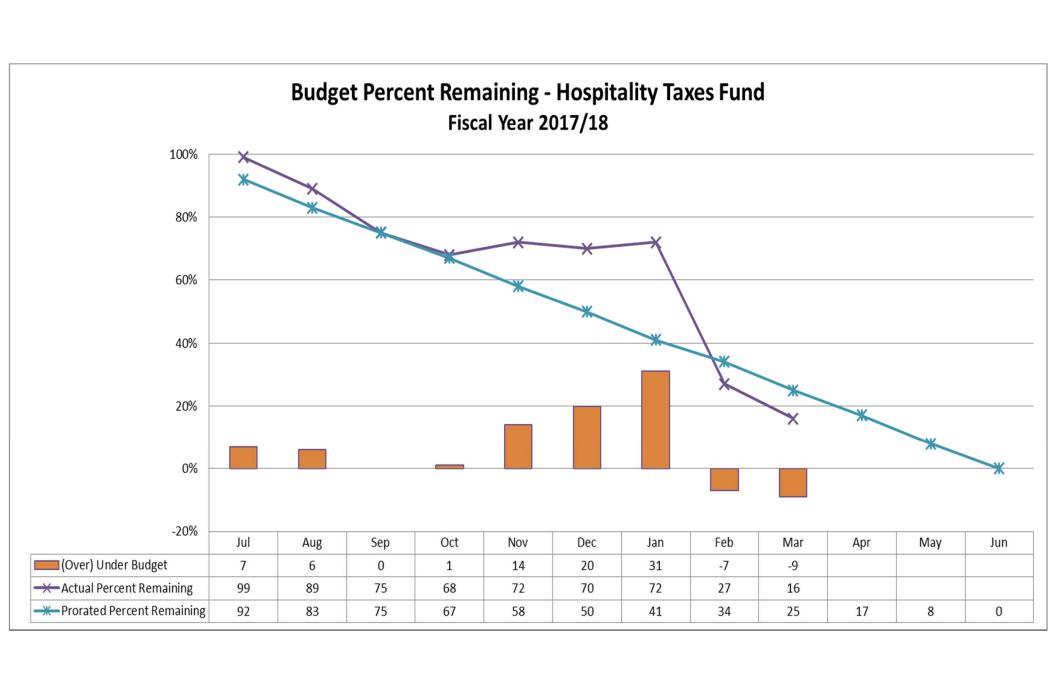






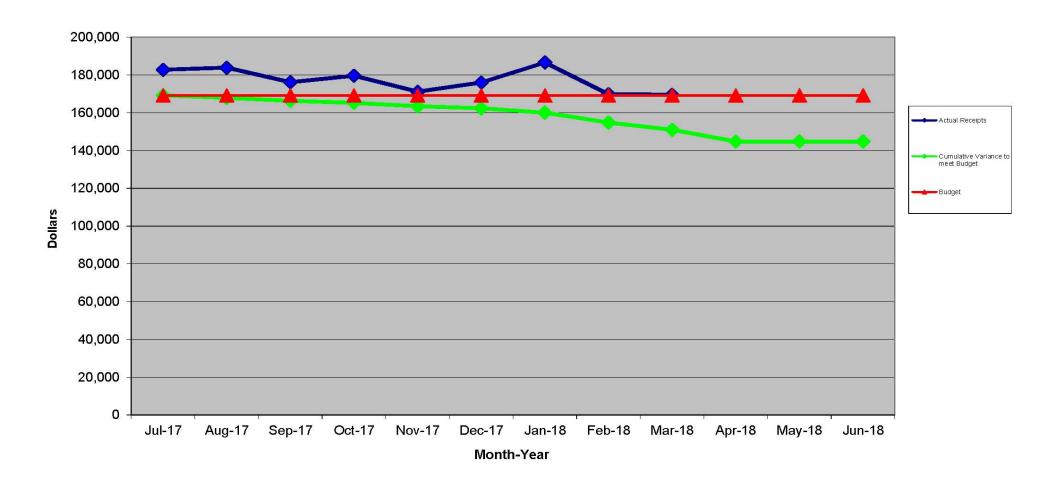




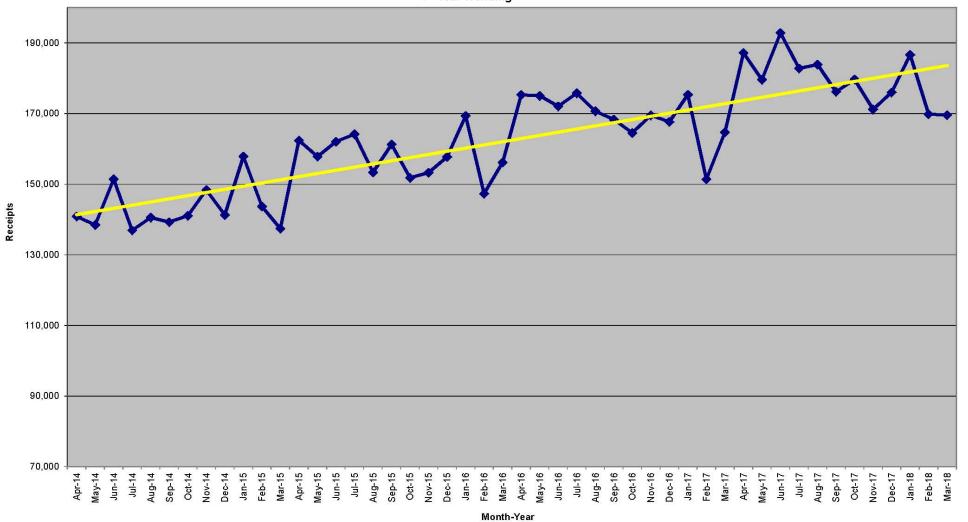


# **HOSPITALITY TAX**

FY 2017-2018

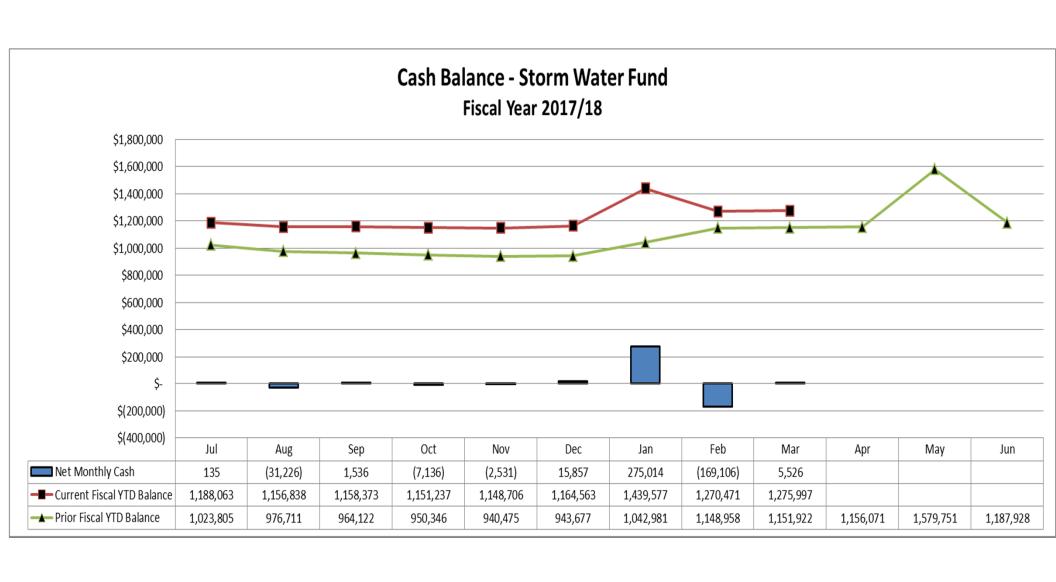


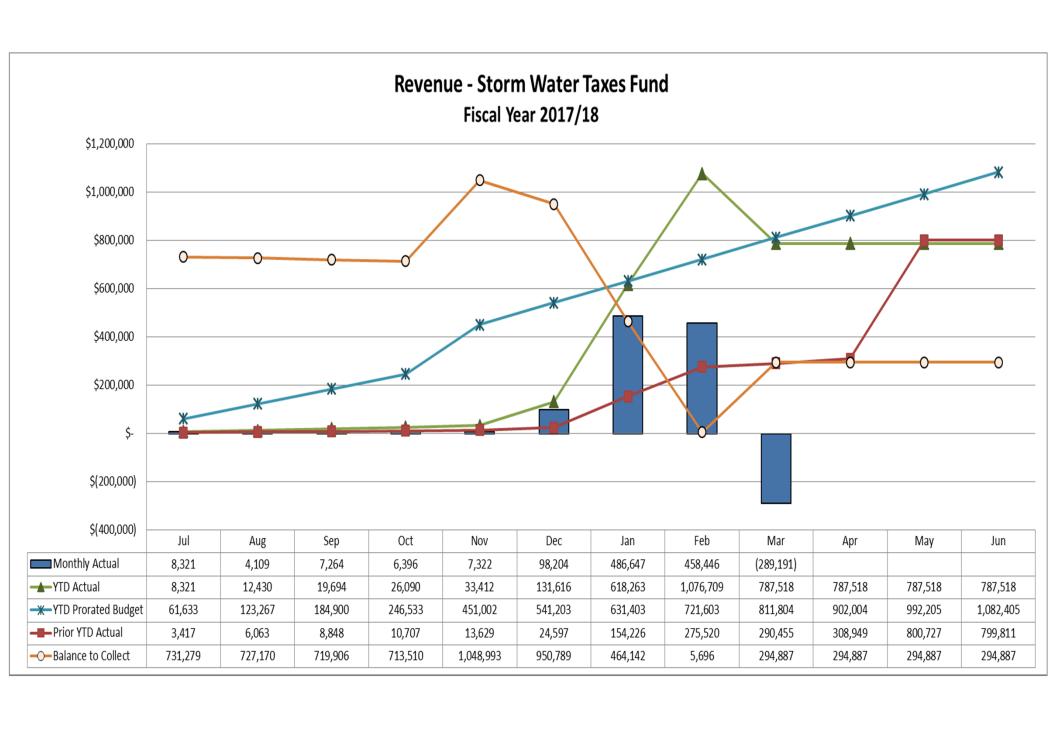
# Hospitality Tax 4 - Year Trending

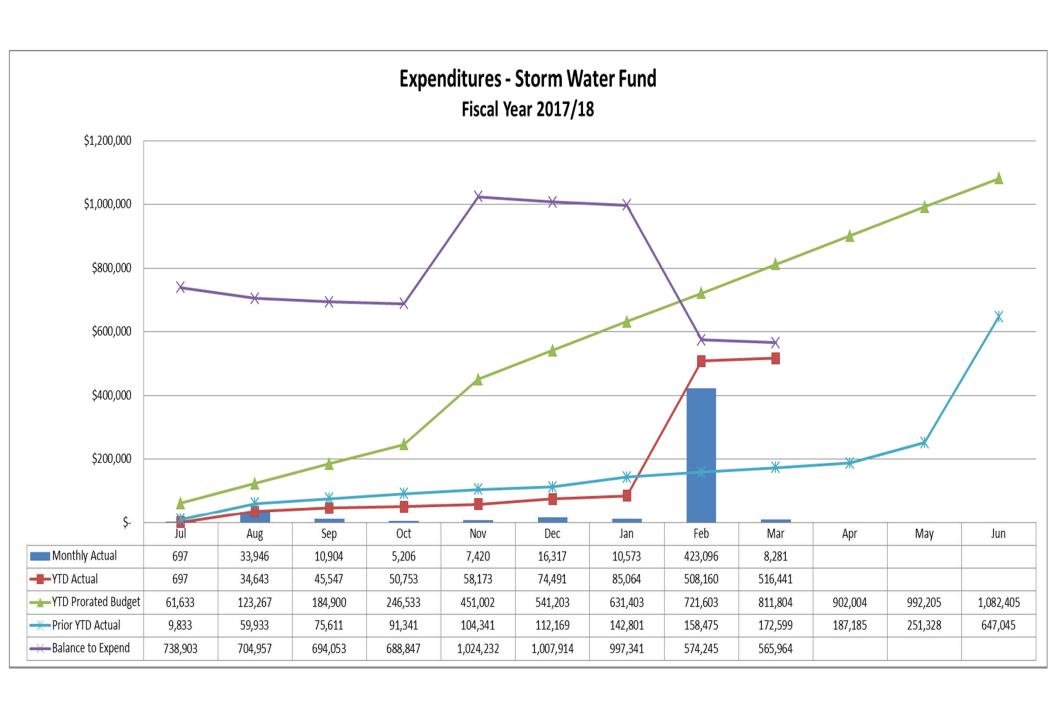


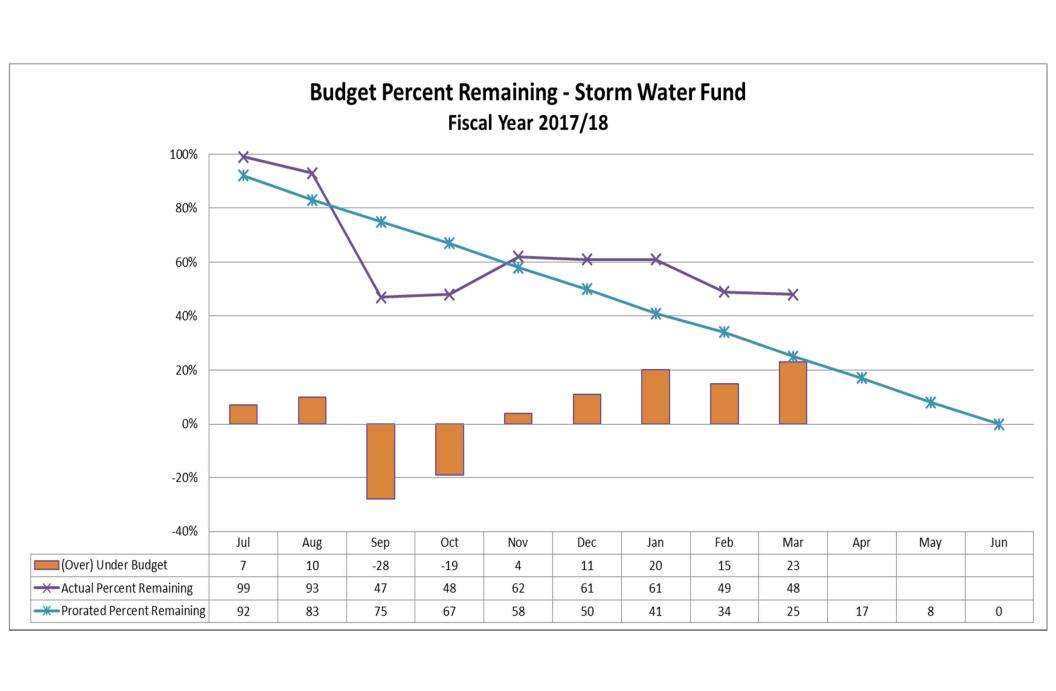


Storm Water Fund









Category Number: VI. Item Number: C.



# AGENDA GREER CITY COUNCIL

4/24/2018

### Fire Department Activity Report - March 2018

### **ATTACHMENTS:**

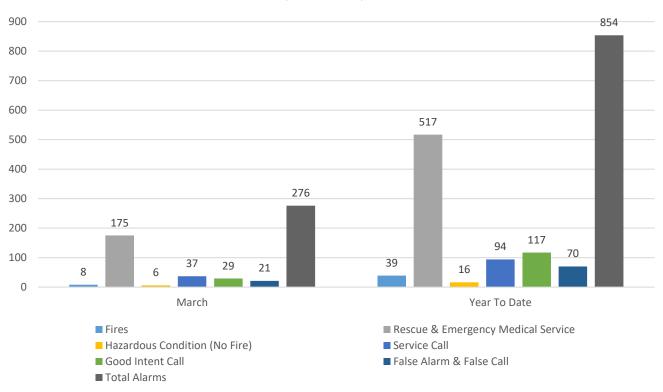
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ם	Fire Department Activity Report - March 2018	4/18/2018	Backup Material

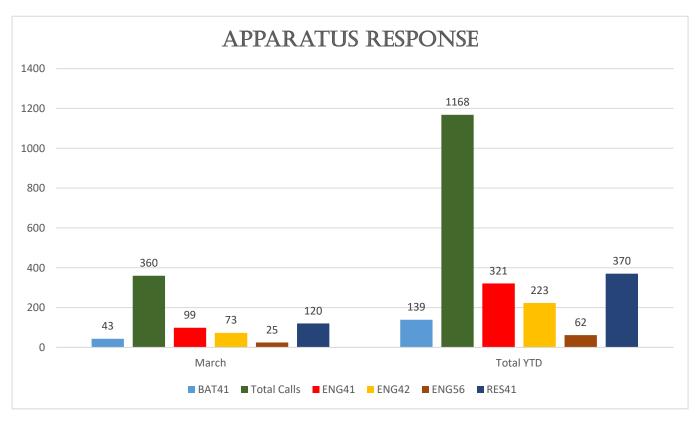


# City of Greer Fire Department Year-To-Date Statistics March 2018



### **INCIDENT TYPES**







# City of Greer Fire Department Year-To-Date Statistics March 2018

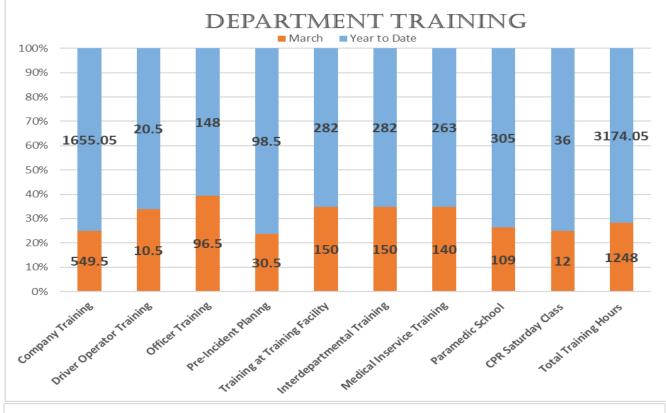


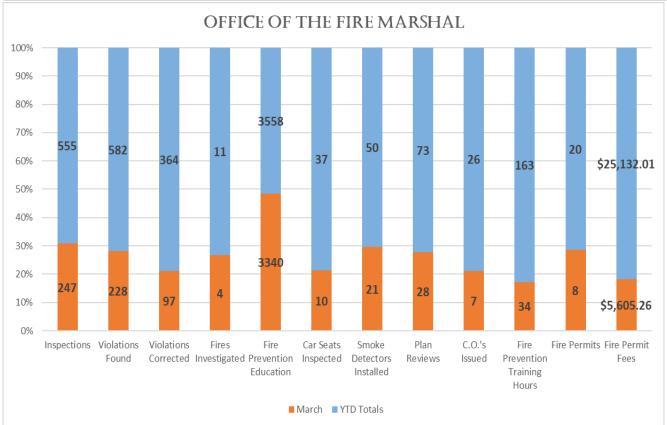
	NFPA REPORT FIRES IN STRUCTURES BY FIXED PROPERTY USE (OCCUPANCY)	NUMBER OF INCIDENTS	DEATHS	INJURIES	EST. PROP. DAMAGE
1	Private Dwellings (1 or 2 family), including mobile homes (FPU 419)	16	0	2	\$205,200.00
2	Apartments (3 or more families) (FPU 429)	4	0	0	\$30,100.00
3	Hotels and Motels (FPU 449)	0	0	0	\$0.00
4	All Other Residential (domirtories, boarding houses, tents, etc.) (FPU 400, 439, 459-499)	0	0	0	\$0.00
5	TOTAL RESIDENTIAL FIRES (Sum of lines 1 through 4)	20	0	2	\$235,300.00
6	Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)	1	0	0	\$500.00
7	Schools and Colleges (FPD 200-299)	0	0	0	\$0.00
8	Health Care and Penal Institutions (hospitals, nursing homes, prisons, etc.) (FPU 300-399)	1	0	0	\$0.00
9	Stores and Offices (FPU 500-599)	1	0	0	\$0.00
10	Industry, Utility, Defense, Laboratories, Manufacturing (FPU 600-799)	0	0	0	\$0.00
11	Storage in Structures (barns, vehicle storage garages, general storage, etc.) (FPU 800-899)	1	0	0	\$2,000.00
12	Other Structures (outbuildings, bridges, etc.) (FPU 900-999)	0	0	0	\$0.00
13	TOTAL FOR STRUCTURE FIRES (Sum of lines 5 through 12)	24	1	0	\$237,800.00
14a	Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137)	5	0	0	\$9,000.00
14b	Fires in Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.) (IT 130, 133-135, 138)	0	0	0	\$0.00
15	Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc.) (IT 140, 141, 161, 162, 164, 170-173)	1	0	0	\$0.00
16	Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved (IT 142-143)	6	0	0	\$0.00
17	Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved (IT 150-155)	1	0	0	\$100.00
18	All Other Fires (IT 100, 160, 163)	1	0	0	\$0.00
19	TOTAL FOR FIRES (Sum of lines 13 through 18)	38	1	0	\$246,900.00
20	Rescue, Emergency Medical Responses (ambulances, EMS, rescue) (IT 300-381)	517	0	0	\$0.00
21	False Alarm Responses (malicious or unintential false calls, malfunctions, bomb scares) (IT 700-746)	70	0	0	\$300.00
22	Mutual Aid Responses Given	5	0	0	\$0.00
23a.	Hazards Materials Responses (spills, leaks, etc.) (IT 410-431)	4	0	0	\$0.00
23b	Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.) (IT 440-482, 400)	12	0	0	\$500.00
24	All Other Responses (smoke scares, lock-outs, animal rescues, etc.) (IT 200-251, 500-699, 800-911)	212	0	0	\$0.00
25	TOTAL FOR ALL INCIDENTS (Sum of lines 19 through 24)	858	0	2	\$247,400.00



# City of Greer Fire Department Year-To-Date Statistics March 2018







Category Number: VI. Item Number: D.



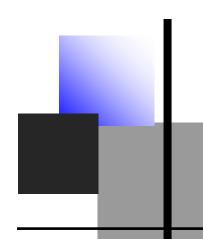
# AGENDA GREER CITY COUNCIL

4/24/2018

## **Municipal Court Activity Report - March 2018**

### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Municipal Court Monthly Report March 2018	4/17/2018	Backup Material

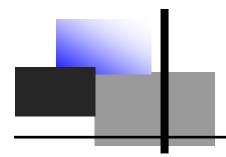


# GREER MUNICIPAL COURT

# **MONTHLY REPORT MARCH 2018**





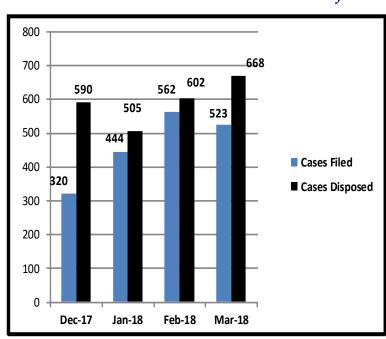


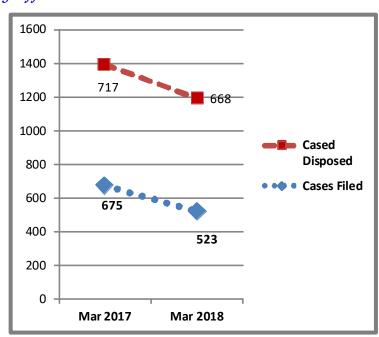
# **CASE LOAD**

# Traffic, Criminal and City Ordinances

Total Cases disposed/processed: 668

Total cases filed by officers: 523

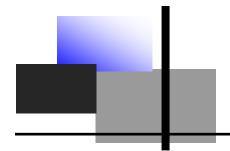




## Arrest Warrants, Bench Warrants & Search Warrants

Arrest Warrants issued	100
Arraignments – # of defendants	148
Arraignments – # of charges	226
Bench Warrants issued	14
Bench Warrants served/processed	22
Search Warrants issued	13





# **FINANCIALS**

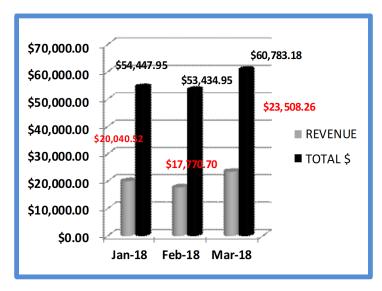
### Revenue

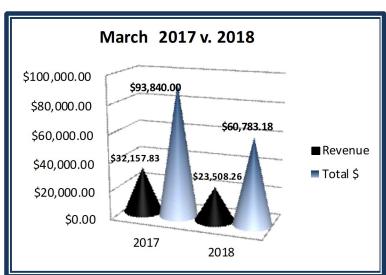
Total Revenue \$23,508.26

Sent to State Treasurer \$31,692.58

Victim Assistance Funds \$ 3,982.29

Total \$ Collected \$60,783.18





# **ACTIVITY**

- ♦ Traffic Court was held on March 7, 14, 21 and 28.
- ♦ General Sessions Preliminary Hearings were held on March 2nd.
- ♦ Domestic Violence Court was held on March 8th.
- ♦ Plea Day was held on March 1st.
- ♦ Jury Trials were held the week of March 5th.



Category Number: VI. Item Number: E.



## AGENDA GREER CITY COUNCIL

4/24/2018

### Parks and Recreation Activity Report - March 2018

### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Parks and Recreation Activity Report March 2018	4/19/2018	Cover Memo

# City of Greer Parks & Recreation Department Monthly Report for March 2018



Little Free Library Springwood Park

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.

## **Department Projects**

- Grant applications were submitted from the Recreation Trails Program to assist in constructing the trail in the
  park at the Center for the Arts and from the Land and Water Conservation Fund to assist in the installation of a
  restroom building for H.R. Turner Park. We expect to receive notification in the early summer.
- Ann Cunningham, Ashlyn Stone, Sgt. Randle Ballenger and Steve Owens traveled to the MASC Office in Columbia, SC, on March 6, to present the Railfest Event for the MASC Award. This event was submitted under the theme of Public Safety.
- Staff members and Calin Owens, Alta Planning and Design, visited Skyland, Crestview, Chandler Creek,
   Woodland and Dunbar elementary schools, on March 12 and 14, to gather input from local students that will be used for the Kids Planet Master Plan.

# **Department Trainings**

- Department staff completed:
  - Sexual Harassment Training on March 1 and 15 at Greer City Hall.
  - MASC on-line training for the first quarter of 2018.

## **Department Participation**

- Department staff:
  - Collected data and submitted budget requests for Funds 10 and 11.
  - Met with Scott Cannon regarding the concession stand at Kids Planet on March 1. Scott is in the process of getting the building ready for the spring and summer seasons.
  - Attended the PAC Meeting at Greer City Hall on March 8.
  - Attended the District 1 Spring Baseball Meeting in Clemson, SC on March 14. Representatives from baseball leagues throughout the upstate discussed the upcoming season, rule changes, and locations for district tournaments hosts for each age division.
  - Met with Chris Richards, CSR, Spartanburg, SC on March 15 to discuss Christmas pole decorations for the downtown area and Wade Hampton Blvd.
  - Met with Sharon Murray (Spinning Jenny) and Nicole Livengood (new Farmers Market), on March 20, to discuss support for the new Farmers Market in Greer City Park being held throughout the summer.
  - Attended the Peace Center Broadway Series opening on March 20 and walked to NOMA Square for an artist reception for Vladimir Demidovich.
  - Grounds Maintenance staff displayed equipment at the Touch A Truck on March 20.

- Met with Meredith Rice from the Community Journals on March 28. They have agreed to partner with the Arts to charge half price for ads in exchange for being the media sponsor for Cultural Arts events.
- Attended the South Carolina Sports Turf Management spring meeting at Tyger River Park, Duncan, SC on March 28.
- Attended ICMA Coaching Program Webinar at Greer City Hall on March 28.

## Department Highlights

- ◆ The South Carolina Leadership and Development Class was hosted on March 8 and 9 at Greer City Hall. Fifteen young Parks and Recreation Professionals from around the state visited Greer. Their classes featured presentations from the Parks and Recreation staff on Special Event Management, Repurposing Facilities, Zero Based Budgeting, a Department Overview, and a facility tour. Mr. Driggers gave the welcome and introduction including a presentation on the City of Greer. Mayor Danner attended the Thursday night social and dinner.
- The Grounds Maintenance Division:
  - Planted trees, donated by Trees Greenville, at Century Park Disc Golf.
  - Planted annuals at Needmore Recreation Center and City Stadium.
  - Contracted with Dreamscapes Landscaping, Woodruff, SC to install mulch and plant new plants in the
    existing beds around the City Park Gazebo and upper fountains at City Park.
  - Installed new fall safety material at Kids Planet and the neighborhood parks playgrounds.
  - · Repaired drinking fountain at Kids Planet.
  - Installed Land and Water Conservation Fund signs at several parks and facilities.
  - Installed Family Fest banners throughout downtown.
  - Began mowing, trimming and spraying as needed at all parks and facilities.
  - Prepared fields for start of spring season practices and games.
- Youth wrestling season was completed with the Upper State and State tournaments.
- Youth basketball league activities were facilitated at Victor Gym. The 8U All Star Team participated in the South Carolina Athletic Programs (SCAP) all-star play against teams from all around the Upstate. These participants and coaches formed the first all-star basketball team for Greer Parks and Recreation. The group of 7 and 8 year olds finished in the Final 4 of the SCAP District Tournament.
- Baseball drafts were held on March 1 for 6U, 8U, 10U, 12U and 14U teams at the Operations Center. Practices started March 5 at Country Club Road Park, H.R. Turner Park, Century Park and Riverside Middle School. Games are scheduled to begin on April 14.
- Dixie Girls' Softball 8U, 10U and 12U practices and games are being facilitated at Victor Park. Teams will compete against district teams from Woodruff, Byrnes and Dorman at Victor Park and Tyger River Park. All girls' softball teams attended a Greer High Softball Game as well as a clinic on March 23. We are hopeful the partnership with Greer High School will continue to grow.
- FSCG Academy soccer games were facilitated at South Suber Road Park and Greer City Stadium. Academy teams compete Monday, Tuesday, Thursday and Saturday at these facilities as well as various facilities throughout the state and southeast. The season will be completed with State Cup tournaments in May.
- Recreational soccer games were facilitated at South Suber Road Park beginning on March 17. Each team in the age division U6, U8, U10 and U12 will play 10 regular season games.
- The Recreation Division continued to facilitate the following programs:
  - Senior Action Needmore Recreation Center, Mondays Fridays (200 participants monthly)
  - Piano Performers Cannon Centre, Mondays (220 participants monthly)
  - Never Alone Tryon Recreation Center (80 participants monthly)
  - Cutlery Club Tryon Recreation Center (20 participants monthly)
  - Artifacts Club Tryon Recreation Center (74 participants monthly)
  - Pickleball Victor Gym & Tryon Tennis Courts (250 participants monthly)
  - Whole Fitness Victor Gym (60 participants monthly)
  - Senior Whole Fitness Victor Gym (20 participants monthly)
  - HAM Radio, Beginner and Intermediate Classes Victor Gym (104 participants monthly)
  - Creative Advancement After School Program Victor Gym (280 participants monthly)
  - Needmore After School Program Needmore Recreation Center (100 participants monthly)

- S.O.A.R. (Seniors Out and ARound):
  - Bingo was held on March 1 and 15 with an average of 14 members in attendance.
  - Twenty SOAR members enjoyed watching "Wonder" on Movie Day, March 5.
  - Line Dancing Classes were held on March 7, 14, 21 and 28 with an average attendance of 19 seniors.
  - On March 16, sixty seniors attended a concert by the Upstate Senior Band at the Cannon Centre.
     Various Jazz selections and Patriotic music was enjoyed.
  - The SOAR monthly Potluck Luncheon was held on March 20 with 21 members enjoying lots of good food and fellowship.
  - Lunch Bunch enjoyed a fantastic lunch at Brick Street Café, on March 27, with 28 seniors attending.
  - SOAR celebrated Easter by attending the Living Gallery at Bob Jones University. Fourteen seniors attended this wonderful play and had lunch at Texas Roadhouse on March 29.
  - The average attendance for the month was 25.
- On March 6, the Recreation Division hosted the Western District Garden Club meeting at the Cannon Centre. Over 150 members and vendors were in attendance for a workshop luncheon.
- A Ribbon Cutting Ceremony was held, on March 9, at Springwood Park for the newest Little Free Library. Mayor Danner was in attendance to assist members of the neighborhood in cutting the ribbon.
- Summer Camp registration began on March 12 at 8:00am in the Operations Center office. Within one week, Camp Greer was filled and had over 50 kids on the waiting list. Camp Needmore is currently still accepting applications.
- The Eggtastic Easter Event was held on March 24 at Century Park. This event is free and included inflatables, egg hunts, crafts, field games and face painting and saw over 1,800 people in attendance. GCAC along with Greer High School Art Club painted faces at the event.
- The Greer Children's' Theatre performed Alice in Wonderland Jr at the Cannon Centre February 23-25 with approximately 250 people at each performance with Sunday being sold out. Due to the flexibility of the Cannon Centre, 40 chairs were added for the Sunday performance.
- The 2018 Greer Goes Global Juried Art Show was judged on March 12 at the Center for the Arts by 12 judges.
   The reception was held at Greer City Hall on March 23. The event was very well attended by approximately 100 people. Mayor Danner presented the winning artist with their awards.
- Cultural Arts staff have refinished the Little Free Libraries from the Needmore Recreation Center and Victor Park.
- The Events Division hosted 59 events at which 5,870 guests visited the City of Greer Events Center.
- The Events Division is in the process of planning for the following event:
  - The 4<sup>th</sup> Annual Greer Goes Global International Festival on April 14 from 11am-4pm at Greer City Park.
  - Freedom Blast 2018 on June 30 from 6pm-10:30pm at Greer City Park.

## **Upcoming Events**

- Senior Computer Classes April 5-May 10 (Thursdays)
- Greer Idol Auditions Family Fest May 5
- Food Truck Rollout May 18
- Tall Tale Tuesdays June July
- Moonlight Movies June 7 July 26 (Thursdays)
- Needmore & Victor Summer Camp June 11 August 10
- Tunes In the Park June 15 July 23
- Freedom Blast June 30
- National Night Out August 7
- Camp ARK Performance August 10-12 and August 17-19
- Food Truck Rollout August 17
- Railfest September 15
- Artisan Makers Market September 29
- Food Truck Rollout October 19
- Halloween Hoopla October 27
- Christmas in Greer Tree Lighting December 7
- Breakfast with Santa December 8
- Food Truck Rollout January 18

# **Current Projects**

- Bicycle Racks for the Downtown Area of Greer 5 Installed; 12 Racks and 1 Fix-It Station in Storage Awaiting the City Streetscape Project
- Center for the Arts Renovation Phase 2 (Conceptual Design Phase)
- Kids Planet Master Plan Alta Planning + Design (Awarded Design Phase)
- Bankhead Highway Historical Marker for Poinsett and Depot Street Intersection Received on February 6 Installed During City Streetscape Project

"Creating Community through People, Parks and Programs"

Category Number: VI. Item Number: F.



# AGENDA GREER CITY COUNCIL

4/24/2018

### **Police Department Activity Report - March 2018**

### **ATTACHMENTS:**

	Description	Upload Date	Type
D	Police Department Activity Report - March 2018	4/18/2018	Backup Material

# GREER POLICE DEPARTMENT

**March 2018 Monthly Report** 



# GREER POLICE DEPARTMENT

**March 2018 Monthly Report** 

# Command Staff

Chief Hamby

Captain Pressley

Lt. Richardson-

Administrative Division

Lt. Kelley-

**Operations Division** 

Lt. Fortenberry-

Patrol Division

Lt. Varner-

Investigations Division



Sgt. Wright and Officer Barnett

International Women's Day

## Lt. Richardson- Administrative Division

# **Staffing Report**

2018 Greer Police Department Staffing Report										
Department	Total Allocated Position	Current Staffing Level	Individuals on Light Duty, FMLA, or Military Leave	Positions to Fill						
Sworn Officers	60 FT/1 PT	58 FT/0 PT	1 FT	1 FT/1 PT						
Dispatch	12 FT/1 PT	12 FT/1 PT	0	0						
Detention	6 FT	3 FT	1 FT	2 FT						
Administrative	6 FT/1 PT	6 FT/1 PT	0	0						
<b>Animal Control</b>	1 FT	1 FT	0	0						
Total	85 FT/3 PT	80 FT/2 PT	2 FT	3 FT/1 PT						

# **Volunteer Hours**

	Citizens Academy Volunteer Hours											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly Total	71.25	7	95.25									
Total YTD	71.25	78.25	173.50									

# **Departmental Training Report**

Month	Classes	# Of # Of Class Students Hours		Total Training Time
Jan. 2018	9	136	40	700
Feb. 2018	8	133	41	1031
Mar. 2018	5	169	16	958
Total YTD	22	438	97	2,689

### Lt. Richardson- Administrative Division

# **Community Engagement**



Sgt. Smith and Sgt. Ferrell at Dunbar Child Development Center



Officers assisting with a lock down drill at Chandler Creek Elementary

Touch a Truck for Amari Kalu.



# Lt. Kelley- Operations Division

# **Communications Center**

Dispatch and Call Frequency	Feb-18	Mar-18	% Change From Previous Month	Year to Date 2017	Year to Date 2018	% Change From Previous Year
Number of 911						
Calls	1,084	1,300	19.9%	3,957	3,612	-8.7%
Incoming 7-Digit						
Line Calls	5,192	5,508	6.1%	15,355	15,843	3.2%
Police Calls for						
Service	2,698	2,941	9.0%	6,329	8,094	27.9%
Fire Calls for						
Service	317	300	-5.4%	970	945	-2.6%
Total Dispatched						
Calls	3,015	3,241	7.5%	7,199	9,039	25.6%

# **Detention Center**

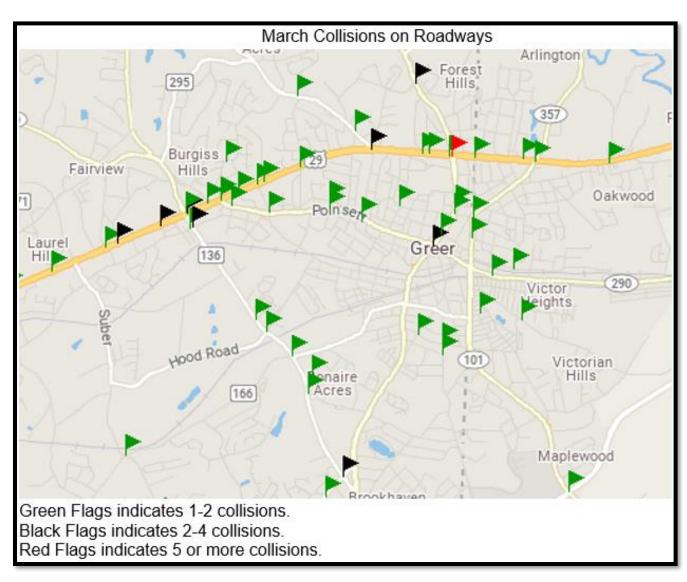
Inmate and Process Total	Feb-18	Mar-18	% Change From Previous Month	Year to Date 2017	Year to Date 2018	% Change From Previous Year
Number of						
Adults						
Processed	138	155	12.3%	409	427	4.4%
Transported to						
Greenville	42	46	9.5%	144	131	-9.0%
Transported to						
Spartanburg .	27	24	-11.1%	57	75	31.6%
Juveniles						
Processed	3	1	-66.7%	15	5	-66.7%
Hours Covered						
by Patrol	12	60	400.0%	192	84	-56.3%

# Lt. Kelley- Operations Division

# **Animal Control Services**

Animal Control Activity	February 2018	March 2018	% Change From Previous Month	Year to Date 2017	Year to Date 2018	% Change From Previous Year
Calls for Service	163	178	9.2%	493	559	13.4%
Live Dogs Picked Up	15	13	-13.3%	21	38	81.0%
Live Cats Picked Up	3	4	33.3%	23	19	-17.4%
Traps Delivered	6	3	-50.0%	18	15	-16.7%
Follow Up Calls	12	13	8.3%	37	41	10.8%
Citations Issued	0	0	0.0%	3	0	0.0%

Police Patrol Activity	March-17	March-18	% Change	Last YTD	YTD	% Change
Citations issued	568	436	-23.24%	1601	1235	-22.86%
Arrests	176	151	-14.20%	446	418	-6.28%
<b>Incident Reports</b>	300	371	23.67%	874	989	13.16%
<b>Collision Reports</b>	124	149	20.16%	342	407	19.01%
<b>Warning Citations</b>	372	354	-4.84%	876	968	10.50%
Patrol Miles	35304	33476	-5.18%	96460	101228	4.94%
<b>Warrants Served</b>	114	106	-7.02%	420	368	-12.38%
Field Interviews	14	9	-35.71%	42	33	-21.43%



## **Area Assignments**

#### Area 1

- Target Plaza: Shoplifting at Target has been an ongoing issue in this area. In recent months, officers were asked to extra patrol the plaza and to have an increased presence in the area to deter this activity. In the last several months, there has been a 73% decrease in shoplifting cases at target.
- **Piedmont Marketplace:** Piedmont Marketplace is another shoplifting hot spot with Kohl's and Tractor Supply in the plaza. Area 1 officers have been spending a lot of time extra patrolling and increasing their presence in this shopping center. The Piedmont Marketplace has shown a 13% decrease in shoplifting.
- QuikTrip: QuickTrip had 28 total calls for service in March of which 14 were proactive in nature, compared to 24 total calls for service in February of which 18 were proactive. With the increased proactivity of officers at QuickTrip, we have seen a drastic decrease in people loitering in the parking lot for extended periods. I anticipate with the summer months right around the corner that the loitering will increase. Area 1 officers, particularly night shift officers, will have to continue to keep that proactivity number high.
- Trespassing on W. Wade Hampton Blvd: Trespassing has been a continuing issue at the businesses on US 29. The people using the parking lots as meeting places has led to trash being left and some damaged property on occasion. In the recent past, we have seen a slight increase from 11 trespassing incidents to 14 trespassing incidents at the Target Plaza. The QuickTrip has had one less trespass incident decreasing from eight to seven. Piedmont Plaza has seen a decrease from 14 incidents to five incidents and the Starbucks/Allen Tate/DQ area has seen a reduction from 16 to 10. Area 1 officers, especially night shift officers, are going to continue to monitor those properties and place people on trespass notice when necessary.
- **Future Project:** In April, Sgt. Sharratta, Cpl. Keller and Sgt. Ferrell will be hosting a meeting with loss prevention officers from Target, Kohl's, Tractor Supply, and Wal-Mart. We hope to also host loss prevention officers from Lowe's, Home Depot, and Belk. A presentation titled, *Loss Prevention Enforcement and Education*, will be covered. The topics will include the Greer Police Department's Mission Statement, the South Carolina shoplifting statute, Juvenile and Family Court procedures, Crime Analysis, Loss Prevention Officers scope of authority, and Prosecution and Safety. The loss prevention officers will be encouraged to share each other's contact information so they can pass along information to each other. They will also be provided a "crook book" of Greer's more common shoplifting subjects and pictures of some unidentified subjects that they may be able to identify from previous encounters.

### Area 2

- Walmart Project: As Walmart continues to be a primary cause of calls for service in Area 2, Cpl. Wilson developed a plan for Area 2 officers to conduct targeted traffic enforcement on the roadways surrounding Walmart. The focus of this plan is to do the enforcement during the "prime times" that we receive calls for service at Walmart for shoplifting. Our hope is that with the increase in officer presence and the high visibility of the traffic stops on streets leading to Walmart, that it will deter those who are going to Walmart for the purpose of shoplifting.
- Future Project: Cpl. Wilson has set up a community relationship-building event entitled, "Coffee

with a Cop." This event will be held at Barista Alley on April 21<sup>st</sup> from 0900-1100 hours. This is a national event that seeks to bring police officers and community members that we serve together over coffee to discuss issues and learn more about each other.

#### Area 3

- **Beverly Apartments:** This location has been up and down in regards to being a problem. It has not had any significant issues since August 2017. This period there have been 35 calls for service with 23 of these calls being proactive in nature. The recent issues in this apartment complex have revolved around one apartment and contact has been made with the property manager to assist us in addressing the issues.
- Lismore Park: This area has generated 45 total calls for service this month with seven incident reports taken. Eight of the calls were residential alarms that were all determined to be false alarms. There were eight calls for suspicious vehicles that were all handled by the responding officers. The most significant call in this subdivision was in reference to a son who fired a weapon at his dad and then barricaded himself in the house. ERT and CNT responded and the son peacefully surrendered a short time later. There was one house that had several gunshots that struck the occupied house. CID is still investigating this case.

#### Area 4

- Victor Mill Community: Officer Cooper has started a project in the Victor Mill community in reference to the poor lighting, which in turn increases the propensity for crime. Officer Cooper found that the alleys in this area serve as passageways for foot traffic and are seldom lit during the night. Several of the residences that back up to these alleys have vehicles parked in the alleys. Officer Cooper has taken calls in the past for property crimes that occurred in vehicles parked in these alleyways. Officer Cooper suggested a possible response to the problem is getting more lighting around the alleys. That could be done by either working with the city to place more lights in the area or meet with the community and explain the problem and solutions.
- Community Meetings: Officers in Area 4 are attempting to set up a community meeting in our southernmost subdivisions in the city. These subdivisions are being built out and the PD hopes to start building relationships with the citizens living in them. There will be a community meeting on 4/16/18 for the Victor Mill Community.

# **Patrol Community Engagement**



Dunbar Child Development Center



Chandler Creek Elementary-Officers Enjoying Lunch with Students

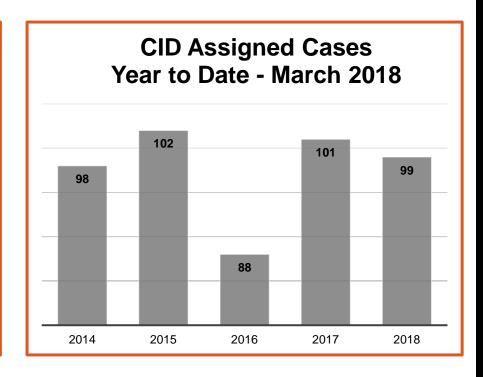


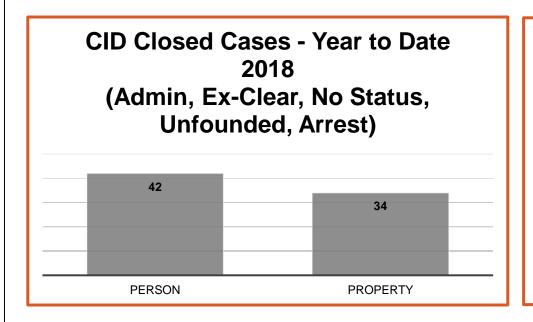
Fist Bump Friday at Crestview Elementary

### Lt. Varner- Investigations Division

#### **Cases Assigned YTD**

There were a total of 33 new cases assigned to CID in March 2018. This brings the total number of cases assigned this year to 99, which is nearly even with this time last year. The average number of cases assigned through March in the past five years is 98.

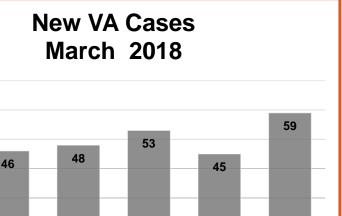




### Closed Cases YTD

The chart represents the total number of cases CID has closed in 2018, broken down by crimes against persons and property crimes. CID has closed a total of 76 cases in 2018.

### Lt. Varner- Investigations Division



OCTOBER NOVEMBER DECEMBER JANUARY FEBRUARY MARCH

# New Victim Advocate Cases

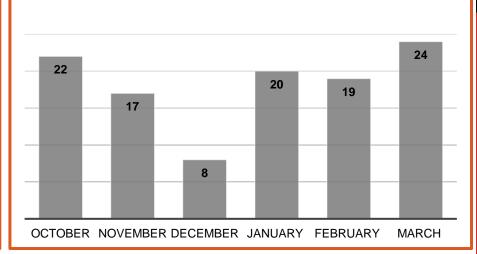
The number of new victim advocate cases in March matches the highest number of assigned cases in the past six months. The number of domestic violence related victims increased significantly in March, causing an increase in overall cases assigned.

### <u>Crime Analyst Cases</u> <u>Worked</u>

59

As expected, the crime analyst increased the number of cases she worked to the highest number in the past six months. Cases worked include researching Greer PD cases to assist officers with identifying and locating suspects committing crimes in Greer and assisting other jurisdictions with cases overlapping into our jurisdiction.





## Lt. Varner- Investigations Division

## **Vice/Narcotics Activity for March 2018**

Arrests: 12 adults

**Undercover Operations:** 3

Agency Assists: 2 Firearms Seized: 1

Money Forfeited: \$1,000 Search Warrants Executed: 1

#### **Notable Events/Cases:**

**ICAC:** Assisted GCSO with an Internet Crimes Against Children SW in our jurisdiction. One subject was arrested and electronic evidence related to child pornography was seized.

<u>Prostitution/Human Trafficking Operation:</u> Vice ran an operation out of the Quality Inn targeting prostitutes in an effort to identify human trafficking victims (victim advocate on scene for the operation). A total of seven subjects were arrested and ecstasy tablets were seized. None of the arrested subjects admitted to participating in the business of prostitution against their will.

Northgate Manor Apartments/Patrol Assist: Apartment 25 was identified by Area 2 Sergeant Ferrell as a hot spot for criminal activity. Vice used a CI to purchase methamphetamine from the apartment. Vice also assisted Alpha team with the eviction of the resident and, in the process, made additional drug charges. The eradication of the residents and their company from apartment 25 will reduce the amount of criminal activity at Northgate Manor.

#### CID TRAINING/OTHER

- CID was "called out" a total of 57 hours.
- Investigators spent a total of 28 hours in court.
- Sergeant Blackwell with Detectives Hemric and Parrott attended Dark Web Familiarization training by the FBI in Columbia.
- Two deaths at the beginning of the month required a significant amount of time/effort/resources. Both investigations are still open and ongoing.

Category Number: VI. Item Number: G.



# AGENDA GREER CITY COUNCIL

4/24/2018

## **Public Services Activity Report - March 2018**

## **ATTACHMENTS:**

	Description	Upload Date	Type
D	Public Services Activity Report Mar B	4/19/2018	Exhibit



**TO:** ED DRIGGERS, CITY ADMINISTRATOR

TAMMY DUNCAN, CITY CLERK

FROM: PUBLIC SERVICES DEPARTMENT

**SUBJECT:** ACTIVITY REPORT FOR MARCH 2018

**DATE:** APRIL 05, 2018

The Public Services Department submits the following activity for March 2018. The Garbage Landfill section has been updated.

#### **GARBAGE LANDFILLED**

**MAR** 

(SPARTANBURG 389.58 Tons – GREENVILLE 483.45 Tons)

GRAND TOTAL (Both Cnty's) 873.03Tons

#### **Running Totals to date:**

Spartanburg 3,970.22 Tons - Greenville 4,468.50 Tons

Total both Cnty's 8,438.72 Tons

#### CARTS DELIVERED

NEW HOME CARTS: 34 REPLACEMENT CARTS: 29

**RECYCLE BINS: 49 CART REPAIRED: 43** 

**YARD WASTE CARTS: 1** 



Recycle Center

**RECYCLING CURB** 

Total Collected Center 6.76 Tons Total Collected Curbside: 53.15 Tons

**Total Collected Curbside & Center:** 59.91 Tons

## **VEHICLE MAINTENANCE SHOP**

FULL SERVICE OIL/FILTER: 13 MISCELLANEOUS JOBS: 53

TIRES REPLACED: 16 TIRE ROTATIONS: 1

TIRES REPAIRED: 2 BRAKE JOBS: 3

MAJOR REPAIRS: 26 MINOR REPAIRS: 18

BATTERIES REPLACED: 4 ROTORS TURNED: 2

**ROAD CALLS: 2** 

### **Public Service Crew**

Public Service crew hauled 3 loads of construction material to the landfill. Cleaned out the catch basin, and storm grates throughout the city. We worked on the street sweeping area at the old shop, and hauled in 8 loads of asphalt millings. Then leveled, and packed them in. We also removed a tree that had fallen across Line Street. Edgar, and Eric took the tractor, and Street Sweeper to the Touch-A-Truck Event.

### **Storm Drains and Catch Basins**

Ran storm drain lines with the Jet Truck on Suber Road. Also cleaned the leaves and debris off numerous storm grates around the city.

## **Street Sweeper**

We ran the street sweeper 16 days on the city streets, and curb lines to clean leaves, and debris from the streets, and then hauled the street sweepings to the landfill.

## **Green Carts & Recycle Bins**

Replaced, and, or repaired 72 green carts, and delivered 35 recycle bins.

## **Signs**

Repaired, or replaced 4 street sign, 2 stop sign, and 1 speed limit sign.

## **POTHOLES**

Patched several potholes in the following locations in March, Tryon Street, Tryon Center, Beverly Lane, Brushy Creek, West Phillips, Westmoreland Road, and Old Woodruff Road.

Page 4

## **Grass Cutting, and Weed Spraying**

Cut the cemetery's, for Easter using 2 employees, and 4 labor finders. Cut grass at the old shop, 315 Buncombe Street, the OC Building, 446 Pennsylvania Ave, and the down town area. We sprayed the weeds on Chick Springs Road, Star Crest, Blue Ridge Plantation, Riverside Chase, and Rich Glen.

## **Bushog & Right- of –Way Cutbacks**

Ran both bushogs on the city right of ways throughout the city for 16 days.

Also cutback over hanging limbs throughout the city.

## CITY BUILDING, AND CUSTODIAL MAINTENANCE

Our crew cleaned the city buildings daily along with other task. They also changed out light bulbs as needed, in all city buildings, such as Police, and Courts, as well as City Hall. Along with making any repairs needed in all city buildings, such as the following.

Removed dry erase boards, repaired walls, installed new outlet, and painted walls at BDS Dept.

Cleaned, and replaced light bulbs, also touched up the paint, and prepped for Steve Grants, inspection.

Over saw electrical contractor that installed new outlets in conference rooms 300, 100, 116, and Steve Grants office.

Installed new TV at Victor Gym.

Oversaw the paint contractor that painted conference room 300.

Oversaw the pouring of the concrete floor in the dog kennel.

Plumbing installed for the dog kennel (final hook up after kennel was delivered.

Category Number: VI. Item Number: H.



# AGENDA GREER CITY COUNCIL

4/24/2018

## Website Activity Report - March 2018

## **ATTACHMENTS:**

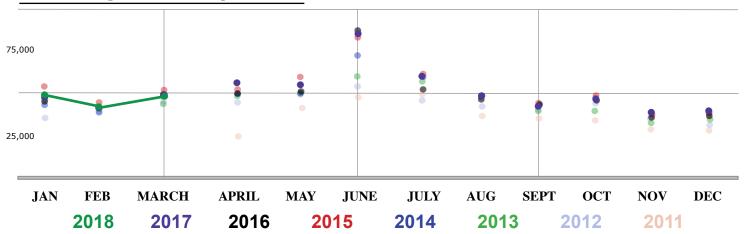
	Description	Upload Date	Type
ם	Website Activity Report - March 2018	4/19/2018	Backup Material



## **City of Greer Website**

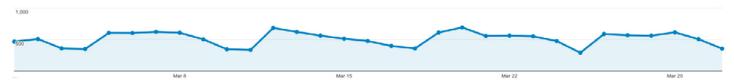
## **March 2018 Monthly Report**

## **Total Page Views by Month**



## Daily sessions at www.cityofgreer.org

## March 1-31, 2018



## Visitors to www.cityofgreer.org

Total Sessions: 17,863 from 54 countries

New Visitors: 10,936 (76.2 %) Returning Visitors: 3,424 (23.8 %)

## Retention

Monthly Page Views: 46,514 Avg Pages per Session: 2.60

Average Time per Session: 1 minute, 49 seconds

## **Mobile Site Statistics**

Total Sessions: 1,534 from 14 countries

Monthly Page Views: 7,275

Call Clicks: 26 Map Clicks: 19

## **Traffic Sources**

Search Engines 74.3 % Direct Traffic: 13.7 % Social/Other: 12.0 %

## **Most Viewed Pages**

- 1. Home
- 2. Job Openings
- 3. Police Department
- 4. Youth Baseball
- 5. Events Center
- 6. Parks and Recreation
- 7. Rental Facilities
- 8. Quick Links
- 9. Upcoming Events
- 10. Building & Development Standards

Category Number: IX. Item Number: A.



## AGENDA GREER CITY COUNCIL 4/24/2018

#### **Bid Summary**

#### **Summary:**

Seeking approval of bid for drainage improvements at Wildwood Dr. & Chick Springs Rd. (Action Required)

### **Executive Summary:**

Drainage issues come up occasionally inside the City that need to be addressed. We have 2 relatively small issues that will be combined into one project. On Wildwood Drive we will be placing approximately 160LF of pipe to replace an old pipe and moving the discharge point to a proper location. On Chick Springs Road we have a few end sections of 36" pipe that have fallen into the creek and are now eroding the pipe bed. This project will replace those sections and install riprap and grassing for erosion control. Steve Grant, City Engineer

#### **ATTACHMENTS:**

	Description	Upload Date	Type
D	Cover Memo	4/18/2018	Cover Memo
D	Bid Summary	4/20/2018	Backup Material
ם	Photo of Wildwood Drive	4/18/2018	Backup Material
ם	Photo of Chick Spring Rd	4/18/2018	Backup Material

## **Memorandum**

**To:** Ed Driggers, City Administrator

From: Steve Grant, Director Building and Development Standards

Subject: Wildwood Drive/Chick Springs Road Drainage Improvements Project- Bid

Results

**Date:** April 18, 2018

**CC:** Tammy Duncan, City Clerk

Drainage issues come up occasionally inside the City that need to be addressed. We have 2 relatively small issues that will be combined into one project. On Wildwood Drive we will be placing approximately 160LF of pipe to replace an old pipe and moving the discharge point to a proper location. On Chick Springs Road we have a few end sections of 36" pipe that have fallen into the creek and are now eroding the pipe bed. This project will replace those sections and install riprap and grassing for erosion control.

A pre-bid meeting was held on February 27, 2018. Seven contractors were in attendance. Bids were opened on March 8<sup>th</sup>, 2018. One bid was received in the amount of \$155,000. The project was then re-advertised due to receiving only one relatively high bid.

Bids were opened again on March 28<sup>th</sup>, 2018. City received 2 bids. Bids were as follows:

- Faulkner Development & Engineering, LLC, Hickory Grove, SC \$127,335
- Capitol Construction of the Carolinas, LLC, Spartanburg, SC \$150,000

Cost estimates indicated project should cost around \$100,000.

References were contacted from prior projects performed by Faulkner Development and we are satisfied they are capable of completing this project.

We recommend the project be awarded to Faulkner Development in the amount of \$127,335.00

Funding will be from the Stormwater Fund

## Drainage Improvements at Wildwood Drive & Chick Springs Road

Bid No.	Contractor Name	Paperwork y/n	Bid Bond y/n	Business License y/n	Liability Insurance	Bid Amount
1	Faulkner Development & Engineering, LLC	Y	Y	N	Y	\$127,335.00
2	Capitol Construction of the Carolinas	Y	Y	Y	Y	\$150,000.00
3						
4						
5						
6						
7						
8						
9						





Category Number: IX. Item Number: B.



# AGENDA GREER CITY COUNCIL

4/24/2018

## **Revisions to the City of Greer Policy and Procedures Manual**

### **Summary:**

Seeking approval for revisions to the City of Greer Policy and Procedures Manual. (Action Required) Presented by Dorian Flowers, Fire Chief

#### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Policy and Procedures Manual Revisions request	4/19/2018	Backup Material



## **MEMORANDUM**

To:

**City Council** 

Through:

**Ed Driggers** 

**City Administrator** 

From:

Alicia Williamson, PHR

**Human Resources Manager** 

Date:

**April 18, 2018** 

Subject:

Revisions to the City of Greer Revised Policy and

**Procedures Manual Effective 2/1/15** 

I ask that the following revisions are allowed to be made to the City of Greer Revised Policy and Procedures Manual effective 2/1/15. Effective date of changes would be 7/1/17.

#### **VACATION LEAVE**

Changed the accrual rate of vacation leave for those working 24.25 hour shifts in the Fire Department. Hours will be based on an employee's normal scheduled hours of 56.65 per work week. Page 32

# Calculated hour of vacation leave per each full month of continuous City service Standard Workweek Hours

Service Period	40 hours	42.75 Hours (85.5 pp)	56.65 Hours (24.25 shift)	- 1 9	
Calendar Years	8	Police	Fire	Days	Weeks
0 through 1	3.34	3.57	4 <del>.42</del> 4.73	5	1
2 through 3	6.67	7.13	<del>8.8</del> 4 9.45	10	2
4 through 6	8.00	8.55	<del>10.60</del> 11.33	12	2.4
7 through 11	10.00	10.69	<del>13.25</del> 14.17	15	3
12 through 16	11.34	12.12	<del>15.02</del> 16.06	17	3.4

## OFFICE OF HUMAN RESOURCES

Service Period	40 hours	42.75 Hours (85.5 pp)	56.65 Hours (24.25 shift)		
Calendar Years		Police	Fire	Days	Weeks
17 through 21	13.34	14.25	<del>17.67</del> 18.89	20	4
22 through 26	14.00	14.97	<del>18.55</del> 19.83	21	4.2
27 through 31	15.34	16.39	<del>20.32</del> 21.72	23	4.6
32 through 34	16.67	17.82	<del>22.09</del> 23.61	25	5

### **SICK LEAVE**

Changed the accrual rate of sick leave for those working 24.25 hour shifts in the Fire Department. Hours will be based on an employee's normal scheduled hours of 56.65 per work week. Sick leave would change from 10.6-hours a month to 11.33 hours a month. Page 29

Category Number: IX. Item Number: C.



# AGENDA GREER CITY COUNCIL

4/24/2018

## First and Final Reading of Resolution Number 13-2018

### **Summary:**

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR THE SALE OF PROPERTY WITH SC GREER POINSETT, LLC (Action Required)

#### **ATTACHMENTS:**

	Description	Upload Date	Type
D	Resolution Number 13-2018	4/19/2018	Resolution
D	Res 13-2018 Exhibit A Agreement for Sale of Property	4/19/2018	Exhibit

#### **RESOLUTION NUMBER 13-2018**

## A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR THE SALE OF PROPERTY WITH SC GREER POINSETT, LLC

WHEREAS, the City of Greer has negotiated the terms of an Agreement to convey to SC Greer Poinsett, LLC a certain piece of property within the City limits of Greer identified in the Agreement attached hereto as Exhibit "A" ("Agreement"); and,

WHEREAS, the Agreement must be approved by an Ordinance with two (2) readings;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Members of Council of the City of Greer, in Council assembled that:

Section 1. The City Administrator	is authorized to exe	ecute the Agreemen	nt for Sale of
Property attached hereto as Exhibit "A."			
DONE AND RATIFIED this	day, of	, 2018.	
	Richard W. Danner	, Mayor	
ATTEST:			
Tammela Duncan, Municipal Clerk			
Introduced by:			
First and Final Reading:			
Approved as to Form:			

Daniel R. Hughes, Esquire

City Attorney

ALL PARTIES ACKNOWLEDGE THAT PHILIP J. WILSON, W. NEIL WILSON AND JOHN C. JAMISON ARE LICENSED REAL ESTATE AGENTS AND/OR BROKERS IN THE STATE OF SOUTH CAROLINA AND ARE MEMBERS OF REALTYLINK INVESTMENTS, LLC.

#### AGREEMENT FOR SALE OF PROPERTY

THIS AGREEMENT (the "Agreement") made and entered into by and between **City of Greer** (hereinafter called "Seller") and **SC Greer Poinsett, LLC** and or assigns (hereinafter called "Purchaser") as of the Effective Date ("Effective Date").

#### WITNESSETH:

WHEREAS, Seller is desirous of selling certain property and Purchaser is desirous of acquiring Property.

NOW, THEREFORE, for and in consideration of the sum of Five Thousand and no/100 (\$5,000.00) Dollars (hereinafter referred to as "the Earnest Money") paid by Purchaser, either in cash or in the form of an Irrevocable Letter of Credit made payable to Seller, to be held by Graybill, Lansche & Vinzani, LLC ("the Escrow Agent") and delivered to the Escrow Agent within Five (5) business days of all parties executing this Agreement and the mutual agreements between the parties contained herein, and other good and valuable consideration, the parties hereto agree as follows:

#### **ARTICLE I**

#### AGREEMENT TO SELL AND BUY

1.01 Seller agrees to sell and Purchaser agrees to purchase said Property located at the intersection of Wade Hampton Boulevard and Poinsett Street, in the City of Greer, State of South Carolina (hereinafter called the "Property"), being a portion of two separate parcels, the total of which shall be approximately 0.04 Acres, being outlined as shown on the attached **Exhibit A**. This Agreement is subject to the Property containing said acreage, as shown on **Exhibit A**. The exact description to the Property and easements shall be shown on the survey as provided in Section 3.02 below and shall be attached to this Agreement as **Exhibit B**.

- 1.02 Seller shall convey to Purchaser at closing good, marketable, and insurable fee simple title to the property subject only to (I) property taxes for the year **2018** depending on actual closing of property, which are not yet due and payable, (ii) all plats, covenants, restrictions, governmental requirements, rules and regulations, setback lines, roadways, easements and rights of way of record affecting the Property which are approved by the Purchaser ("Permitted Exceptions").
- 1.03 Seller shall convey the Property to the Purchaser at closing, with all required government approvals including commercial zoning.

#### **ARTICLE II**

#### PRICE AND PAYMENT

2.01 The purchase price of the Property shall be **Twenty Four Thousand Four Hundred Fifty Eight and no/100 (\$24,458.00)** Dollars. The purchase price shall be paid in cash, certified funds or wire transfer at closing less the Earnest Money Deposit.

#### **ARTICLE III**

#### TITLE EXAMINATION & SURVEY

- 3.01 Purchaser shall have the right to have the title to the Property examined during the Due Diligence Period, and as soon as reasonably possible following the Effective Date, shall cause Escrow Agent to prepare and deliver a current preliminary title commitment on the Property ("Title Commitment"). In the event the results of such examination are not satisfactory to Purchaser, Purchaser shall have a period of thirty (30) days following the receipt of the Title Commitment to notify Seller thereof and Seller shall have ten (10) days after notice thereof in which to correct any objection. If Seller shall fail to correct any such objection within said period to the sole and absolute satisfaction of Purchaser, then Purchaser shall have the option of:
- (a) Postponing the Due Diligence Period hereunder for a period of ten (10) days or until such objection is corrected by Seller whichever comes first; or
- (b) Declining to accept the Property with such objection, such choice to be exercised by written notice to Seller within ten (10) calendar days following the end of the ten (10) day period set forth above for the correction by Seller of such objection. Should Purchaser decline to purchase the Property as provided for in this paragraph 3.01(b), then Seller shall promptly refund the Earnest Money Deposit and this Agreement will terminate and be of no further force and effect.

Should Purchaser elect to postpone the Due Diligence Period under (a) above and should said objection remain uncorrected for ten (10) days, Purchaser shall have the further choice of option (b) set forth above in this paragraph, such choice to be exercised by written notice to Seller mailed within ten (10) calendar days following the end of such postponement period.

- 3.02 Purchaser shall at Purchaser's expense have the Property surveyed by a South Carolina registered land surveyor, to provide a survey within the Due Diligence Period. If the survey shows any encroachments on the land herein described, or that there are any easements or roadways on the land, other than public utility easements acceptable to Purchaser, or referred to in this Agreement, written notice to that effect shall be given to Seller and such situation shall be treated in the same manner as title defects as set forth in Section 3.01. Said survey shall include all topographical and utility data, improvements and the adjacent driveways.
- 3.03 Subdivision/Replatting. If required by the local governmental agency, Seller, at Seller's cost, shall have the Real Estate subdivided or replatted prior to the closing date hereunder.

#### ARTICLE IV

#### **COMMISSIONS**

4.01 Purchaser and Seller hereby understand and agree that neither has dealt with any real estate companies relative to this transaction.

#### **ARTICLE V**

#### **DUE DILIGENCE**

5.01. The Purchaser shall have the privilege of entering upon the Property, at Purchaser's sole risk and expense, for the purpose of conducting inspections, examinations and other pre-development activities, including environmental surveys, to determine the suitability of the Property for Purchaser's purposes as a condition of entry onto the Property. Purchaser shall indemnify and hold Seller harmless from the actions of Purchaser or its employees, agents, or representatives in conducting their inspection activities. Purchaser shall not unreasonably disturb the condition of the Property in the course of its inspections activities and shall assure that the condition of the Property at the end of these activities is not changed as a result of them. Seller shall provide to the Purchaser, within ten (10) days from the Effective Date of this Agreement, past documents that Seller may have relating to the property, including but not limited to,

Environmental Studies such as Phase I reports, Surveys (to include CAD files), Site Studies, Civil Engineering Plans, Soil, Compaction and Geotechnical Reports, Wetlands Determination, Title Policies with exception documents, and any additional documents relating to the closing of the property ("Seller Deliveries"). The Purchaser shall have a period of **forty-five** (45) days from the Effective Date of this Agreement to complete its due diligence review of the Property, hereinafter referred to as the "Due Diligence Period", and determine in its sole discretion the suitability of the Property for Purchaser's purposes. Should Purchaser determine during the Due Diligence Period that the Property is unacceptable to Purchaser, for any reason, then Purchaser shall notify Seller and Escrow Agent in writing and Escrow Agent shall promptly refund in full to Purchaser the Earnest Money and all accrued interest and this Agreement shall thereupon be null and void and of no further force and effect. Should Purchaser fail to provide notification during the Due Diligence Period to Seller that the Property is unacceptable, and then the Earnest Money shall become non-refundable except as otherwise provided for in this Agreement.

#### **ARTICLE VI**

#### **UTILITIES, GRADING and EASEMENTS**

6.01. Seller and Purchaser acknowledge that Seller is selling and Purchaser is purchasing the Property with no representations from Seller that utilities are located at the Property.

#### ARTICLE VII

#### **CLOSING**

- 7.01 The closing (the "Closing") of this transaction shall take place within thirty (30) days from the expiration of the Due Diligence Period or such other time as Purchaser and Seller agree. Purchaser shall select Graybill, Lansche & Vinzani, LLC, for the loan closing and real estate closing (the "Closing Attorney"). Closing and settlement shall take place at the office of the Closing Attorney, or shall be handled by mail. Escrow Agent shall cause the Earnest Money to be delivered to Closing Attorney in time for disbursement of funds.
- 7.02 At the Closing, Seller shall assign and/or deliver to Purchasers or Purchaser shall receive:
- (a) Quit Claim Deed conveying fee simple title to the Property to Purchaser, or its designee or assignee in form for recording and subject to the matters set forth in Section 1.02 hereof.

- (b) Seller and Purchaser shall each deliver to each other proper authority documentation authorizing this Agreement and the transaction contemplated hereby.
- (c) Seller shall deliver standard title insurance affidavits as requested by the title company.
- (d) All other documents reasonably requested by Purchaser necessary to consummate the transaction contemplated by this Agreement.
- (e) This contract is contingent upon city council's approval of the conveyance of this property pursuant to the terms contained herein.
- 7.03 The Seller shall be responsible for all property taxes, rollback taxes and applicable fees through the date of Closing, and Seller's Attorney's fees. The Seller is exempt from any transfer taxes. Purchaser is responsible for the cost of recording the transfer, Purchaser's Attorney's fees, escrow fees charged by the settlement agent and for cost of purchaser's title examination and insurance.

#### ARTICLE VIII

#### **DEFAULT**

8.01 If said sale is not consummated because of Purchaser's default, the Seller shall be entitled to and shall accept the Earnest Money as full liquidated damages for Purchaser's default and this shall be Seller's sole remedy against Purchaser unless Purchaser has caused any damages relative to its inspections provided for in Paragraph 5.01. If said sale is not consummated because of Seller's default, then Purchaser shall be entitled to the Earnest Money and Seller shall immediately pay to the Purchaser said Earnest Money; provided however, that in addition to return of the Earnest Money, Purchaser shall have any other remedy against Seller available in law or equity including specific performance. Any defaults by Purchaser are not enforceable and no penalties shall be construed during the forty-five (45)-day Due Diligence Period.

#### **ARTICLE IX**

#### MISCELLANEOUS

9.01 This Agreement may not be assigned or transferred in whole or in part without the consent of Seller, except that the prior consent of Seller shall not be required if the assignment is to an affiliate of Purchaser.

9.02 Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be given in writing and hand delivered in person, sent by facsimile transmission with proof of transmission, registered or certified mail, return receipt requested, reputable overnight delivery service such as Federal Express Company or other reliable, traceable overnight courier, addressed to the parties as follows:

As to Purchaser:

RealtyLink Investments, LLC Attention: Maude B. Davis 550 S. Main Street, Suite 300

Greenville, SC 29601 Telephone: (864) 263-5422 Facsimile: (864) 232-0160

Email: mdavis@realtylinkdev.com

With Copy to:

Graybill, Lansche & Vinzani, LLC Attention: Wesley M. Graybill

2721 Devine Street Columbia, SC 29205 Telephone: (803) 404-5703 Facsimile: (803) 404-5701

Email: wgraybill@glvlawfirm.com

As to Seller:

City of Greer

Attention: Edward R. Driggers, City Administrator

301 E. Poinsett Street Greer, SC 29651

Telephone:
Facsimile:
Email:

With Copy to:

Duggan & Hughes, LLC

Attn: Daniel R. Hughes, City Attorney

Post Office Box 449, Greer, South Carolina 29650

Telephone: 864-334-2500 Facsimile: 864-879-0149

Email: dhughes@dugganhughes.com

With Copy to Escrow Agent:

Graybill, Lansche & Vinzani, LLC

Attention: Wesley M. Graybill

2721 Devine Street Columbia, SC 29205

Telephone: (803) 404-5703 Facsimile: (803) 404-5701

Email: wgraybill@glvlawfirm.com

Any notice, demand or request which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all hereunder (1) at the time of such notices, demands or requests are hand delivered in person (2) three (3) business days after mailing or one (1) business day after sending by overnight courier or (4) the date of facsimile transmission. At no time shall either party be required to send more than an original and two (2) copies of any designate by written notice to the other party such other person or persons and at such other place or places in the United States as Purchaser or Seller may desire written notices to be delivered or sent in accordance herewith.

- 9.03 In order to facilitate the marketing of the Property for Buyer's intended use, Seller consents to Buyer's placement of marketing signs along the perimeter of the Property and marketing of the Property using standard methods of providing marketing information, including but not limited to, electronic and internet transmission, provided, however, in the exercise of the rights herein given, neither Buyer nor such other parties shall unreasonably interfere with the use by Seller of the Property, if same is being used.
  - 9.04 [Intentionally Deleted.]
- 9.05 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and executed by all parties with the same formality as this Agreement is executed.
  - 9.06 Time is of the essence of this Agreement.
- 9.07 This Agreement constitutes the entire Agreement of the parties hereto and no representation, inducement, promises or agreements, oral or written, between the parties not embodied herein shall be of any force and effect.
- 9.08 If any term, covenant or condition of this Agreement or the application hereto any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be unaffected and shall be valid and be enforced to the fullest extent permitted by law.
- 9.09 This Agreement shall be construed and interpreted under the laws of the State of South Carolina.
- 9.10 The provisions of this Agreement shall be binding upon and shall inure to the benefit of Purchaser, Seller and their respective heirs, executors, administrators, successors, assigns and the legal representatives of their estates.

- 9.11 Seller has not placed or caused to be placed upon the Property any hazardous or similar type wastes and Seller has no knowledge of the presence of any hazardous waste nor does Seller, to its knowledge, know of any violation of any environmental laws, rules or regulations affecting the Property.
- 9.12 Seller affirms that no options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase or lease any interest in the Property or any part thereof.
  - 9.13 The provisions of this Agreement shall survive closing of this transaction.
- 9.14 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. Electronically transmitted signatures (via facsimile, pdf file, or otherwise) shall be deemed valid and original signatures.
- 9.15 The Effective Date of this Agreement shall be the date of the last signature to this Agreement by either party. In the event any of these deadlines set forth in the Agreement falls on a weekend or legal holiday, any obligation for performance by said deadline shall be extended to the next business day.

#### SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

	SELLER: CITY OF GREER
Witness	By: Name: Edward R. Driggers Title: City Administrator  Date:
	PURCHASER:
	SC GREER POINSETT, LLC, a South Carolina limited liability company
Witness	By: Name: Philip J. Wilson Title: Manager
	Date: 04/09/17/018

## EXHIBIT A Page 1 of 2

#### A portion of the following tracts of land for a 0.04 acre tract:

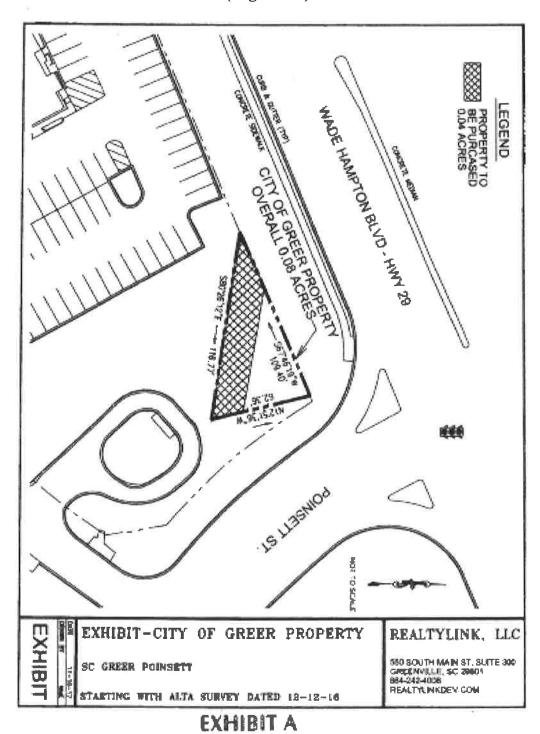
All that certain piece, parcel, or tract of land, in the County of Greenville, State of South Carolina, being shown as containing 0.07 acres, according to a plat prepared by Sinclair & Associates, Inc., entitled "Surveyed for City of Greer", dated 6/10/16, and recorded in Plat Book [246], at Page [95], in the ROD Office for Greenville County, South Carolina, reference is hereby made to said plat for a more complete metes and bounds description thereof.

#### and also a portion of the following property

All that certain piece, parcel, or tract of land, in the County of Greenville, State of South Carolina, being shown as containing 0.01 acres, according to a plat prepared by Sinclair & Associates, Inc., entitled "Surveyed for City of Greer", dated 6/10/16, and recorded in Plat Book 1246 at Page 96, in the ROD Office for Greenville County, South Carolina, reference is hereby made to said plat for a more complete metes and bounds description thereof.

The 0.04 acre tract being more or less as depicted on the site plan as shown on Exhibit A, Page 2 of 2

EXHIBIT A (Page 2 of 2)



## **EXHIBIT B**

[Survey to be added at later date]

Category Number: IX. Item Number: D.



# AGENDA GREER CITY COUNCIL

4/24/2018

## First Reading of Ordinance Number 13-2018

### **Summary:**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE CITY OF GREER (Action Required)

#### **ATTACHMENTS:**

	Description	Upload Date	Type
D	Ordinance Number 13-2018	4/19/2018	Ordinance
D	Ord 13-2018 Exhibit A Agreement for Sale of Property	4/19/2018	Exhibit

#### **ORDINANCE NUMBER 13-2018**

## AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE CITY OF GREER

**WHEREAS,** the City of Greer owns certain real property identified as a 0.08-acre tract at the corner of Wade Hampton Boulevard and Poinsett Street, and identified as Tax Map No. T017010400500 within the city limits of Greer, County of Greenville (hereinafter "Property"); and,

**WHEREAS**, the City of Greer received its interest in the property by way of a deed dated August 1, 2016, and recorded August 11, 2016, in the Greenville County Register of Deeds Office in Deed Book 2493 at Page 5737; and,

WHEREAS, the City is desirous to convey a portion of the Property to SC Greer Poinsett, LLC according to the terms of an Agreement for the Sale of Property attached hereto as Exhibit "A," the contents of which are incorporated herein as if set forth fully (hereinafter "Agreement"); and,

**WHEREAS**, pursuant to S.C. Code § 5-7-40, a municipality may convey or dispose of property it owns by Ordinance; and,

**WHEREAS**, the Mayor and City Council find that it is in the best interest of the City of Greer to convey the Property according to the terms of the Agreement.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the City of Greer, that the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver a deed to convey any and all interest the City may have in the Property as set forth in the Agreement.

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

	Rio	chard W. Danner, Mayor
ATTEST:		
Tammela Duncan, Mun	icipal Clerk	
Introduced by:		
First Reading:		
Second Reading:		
Approved as to form: _		
	Daniel R. Hughes, E	squire
	City Attorney	

ALL PARTIES ACKNOWLEDGE THAT PHILIP J. WILSON, W. NEIL WILSON AND JOHN C. JAMISON ARE LICENSED REAL ESTATE AGENTS AND/OR BROKERS IN THE STATE OF SOUTH CAROLINA AND ARE MEMBERS OF REALTYLINK INVESTMENTS, LLC.

#### AGREEMENT FOR SALE OF PROPERTY

THIS AGREEMENT (the "Agreement") made and entered into by and between **City of Greer** (hereinafter called "Seller") and **SC Greer Poinsett, LLC** and or assigns (hereinafter called "Purchaser") as of the Effective Date ("Effective Date").

#### WITNESSETH:

WHEREAS, Seller is desirous of selling certain property and Purchaser is desirous of acquiring Property.

NOW, THEREFORE, for and in consideration of the sum of Five Thousand and no/100 (\$5,000.00) Dollars (hereinafter referred to as "the Earnest Money") paid by Purchaser, either in cash or in the form of an Irrevocable Letter of Credit made payable to Seller, to be held by Graybill, Lansche & Vinzani, LLC ("the Escrow Agent") and delivered to the Escrow Agent within Five (5) business days of all parties executing this Agreement and the mutual agreements between the parties contained herein, and other good and valuable consideration, the parties hereto agree as follows:

#### **ARTICLE I**

#### AGREEMENT TO SELL AND BUY

1.01 Seller agrees to sell and Purchaser agrees to purchase said Property located at the intersection of Wade Hampton Boulevard and Poinsett Street, in the City of Greer, State of South Carolina (hereinafter called the "Property"), being a portion of two separate parcels, the total of which shall be approximately 0.04 Acres, being outlined as shown on the attached **Exhibit A**. This Agreement is subject to the Property containing said acreage, as shown on **Exhibit A**. The exact description to the Property and easements shall be shown on the survey as provided in Section 3.02 below and shall be attached to this Agreement as **Exhibit B**.

- 1.02 Seller shall convey to Purchaser at closing good, marketable, and insurable fee simple title to the property subject only to (I) property taxes for the year **2018** depending on actual closing of property, which are not yet due and payable, (ii) all plats, covenants, restrictions, governmental requirements, rules and regulations, setback lines, roadways, easements and rights of way of record affecting the Property which are approved by the Purchaser ("Permitted Exceptions").
- 1.03 Seller shall convey the Property to the Purchaser at closing, with all required government approvals including commercial zoning.

#### **ARTICLE II**

#### PRICE AND PAYMENT

2.01 The purchase price of the Property shall be **Twenty Four Thousand Four Hundred Fifty Eight and no/100 (\$24,458.00)** Dollars. The purchase price shall be paid in cash, certified funds or wire transfer at closing less the Earnest Money Deposit.

#### **ARTICLE III**

#### TITLE EXAMINATION & SURVEY

- 3.01 Purchaser shall have the right to have the title to the Property examined during the Due Diligence Period, and as soon as reasonably possible following the Effective Date, shall cause Escrow Agent to prepare and deliver a current preliminary title commitment on the Property ("Title Commitment"). In the event the results of such examination are not satisfactory to Purchaser, Purchaser shall have a period of thirty (30) days following the receipt of the Title Commitment to notify Seller thereof and Seller shall have ten (10) days after notice thereof in which to correct any objection. If Seller shall fail to correct any such objection within said period to the sole and absolute satisfaction of Purchaser, then Purchaser shall have the option of:
- (a) Postponing the Due Diligence Period hereunder for a period of ten (10) days or until such objection is corrected by Seller whichever comes first; or
- (b) Declining to accept the Property with such objection, such choice to be exercised by written notice to Seller within ten (10) calendar days following the end of the ten (10) day period set forth above for the correction by Seller of such objection. Should Purchaser decline to purchase the Property as provided for in this paragraph 3.01(b), then Seller shall promptly refund the Earnest Money Deposit and this Agreement will terminate and be of no further force and effect.

Should Purchaser elect to postpone the Due Diligence Period under (a) above and should said objection remain uncorrected for ten (10) days, Purchaser shall have the further choice of option (b) set forth above in this paragraph, such choice to be exercised by written notice to Seller mailed within ten (10) calendar days following the end of such postponement period.

- 3.02 Purchaser shall at Purchaser's expense have the Property surveyed by a South Carolina registered land surveyor, to provide a survey within the Due Diligence Period. If the survey shows any encroachments on the land herein described, or that there are any easements or roadways on the land, other than public utility easements acceptable to Purchaser, or referred to in this Agreement, written notice to that effect shall be given to Seller and such situation shall be treated in the same manner as title defects as set forth in Section 3.01. Said survey shall include all topographical and utility data, improvements and the adjacent driveways.
- 3.03 Subdivision/Replatting. If required by the local governmental agency, Seller, at Seller's cost, shall have the Real Estate subdivided or replatted prior to the closing date hereunder.

#### ARTICLE IV

#### **COMMISSIONS**

4.01 Purchaser and Seller hereby understand and agree that neither has dealt with any real estate companies relative to this transaction.

#### **ARTICLE V**

#### **DUE DILIGENCE**

5.01. The Purchaser shall have the privilege of entering upon the Property, at Purchaser's sole risk and expense, for the purpose of conducting inspections, examinations and other pre-development activities, including environmental surveys, to determine the suitability of the Property for Purchaser's purposes as a condition of entry onto the Property. Purchaser shall indemnify and hold Seller harmless from the actions of Purchaser or its employees, agents, or representatives in conducting their inspection activities. Purchaser shall not unreasonably disturb the condition of the Property in the course of its inspections activities and shall assure that the condition of the Property at the end of these activities is not changed as a result of them. Seller shall provide to the Purchaser, within ten (10) days from the Effective Date of this Agreement, past documents that Seller may have relating to the property, including but not limited to,

Environmental Studies such as Phase I reports, Surveys (to include CAD files), Site Studies, Civil Engineering Plans, Soil, Compaction and Geotechnical Reports, Wetlands Determination, Title Policies with exception documents, and any additional documents relating to the closing of the property ("Seller Deliveries"). The Purchaser shall have a period of **forty-five** (45) days from the Effective Date of this Agreement to complete its due diligence review of the Property, hereinafter referred to as the "Due Diligence Period", and determine in its sole discretion the suitability of the Property for Purchaser's purposes. Should Purchaser determine during the Due Diligence Period that the Property is unacceptable to Purchaser, for any reason, then Purchaser shall notify Seller and Escrow Agent in writing and Escrow Agent shall promptly refund in full to Purchaser the Earnest Money and all accrued interest and this Agreement shall thereupon be null and void and of no further force and effect. Should Purchaser fail to provide notification during the Due Diligence Period to Seller that the Property is unacceptable, and then the Earnest Money shall become non-refundable except as otherwise provided for in this Agreement.

#### **ARTICLE VI**

#### **UTILITIES, GRADING and EASEMENTS**

6.01. Seller and Purchaser acknowledge that Seller is selling and Purchaser is purchasing the Property with no representations from Seller that utilities are located at the Property.

#### ARTICLE VII

#### **CLOSING**

- 7.01 The closing (the "Closing") of this transaction shall take place within thirty (30) days from the expiration of the Due Diligence Period or such other time as Purchaser and Seller agree. Purchaser shall select Graybill, Lansche & Vinzani, LLC, for the loan closing and real estate closing (the "Closing Attorney"). Closing and settlement shall take place at the office of the Closing Attorney, or shall be handled by mail. Escrow Agent shall cause the Earnest Money to be delivered to Closing Attorney in time for disbursement of funds.
- 7.02 At the Closing, Seller shall assign and/or deliver to Purchasers or Purchaser shall receive:
- (a) Quit Claim Deed conveying fee simple title to the Property to Purchaser, or its designee or assignee in form for recording and subject to the matters set forth in Section 1.02 hereof.

- (b) Seller and Purchaser shall each deliver to each other proper authority documentation authorizing this Agreement and the transaction contemplated hereby.
- (c) Seller shall deliver standard title insurance affidavits as requested by the title company.
- (d) All other documents reasonably requested by Purchaser necessary to consummate the transaction contemplated by this Agreement.
- (e) This contract is contingent upon city council's approval of the conveyance of this property pursuant to the terms contained herein.
- 7.03 The Seller shall be responsible for all property taxes, rollback taxes and applicable fees through the date of Closing, and Seller's Attorney's fees. The Seller is exempt from any transfer taxes. Purchaser is responsible for the cost of recording the transfer, Purchaser's Attorney's fees, escrow fees charged by the settlement agent and for cost of purchaser's title examination and insurance.

#### ARTICLE VIII

#### **DEFAULT**

8.01 If said sale is not consummated because of Purchaser's default, the Seller shall be entitled to and shall accept the Earnest Money as full liquidated damages for Purchaser's default and this shall be Seller's sole remedy against Purchaser unless Purchaser has caused any damages relative to its inspections provided for in Paragraph 5.01. If said sale is not consummated because of Seller's default, then Purchaser shall be entitled to the Earnest Money and Seller shall immediately pay to the Purchaser said Earnest Money; provided however, that in addition to return of the Earnest Money, Purchaser shall have any other remedy against Seller available in law or equity including specific performance. Any defaults by Purchaser are not enforceable and no penalties shall be construed during the forty-five (45)-day Due Diligence Period.

#### **ARTICLE IX**

#### MISCELLANEOUS

9.01 This Agreement may not be assigned or transferred in whole or in part without the consent of Seller, except that the prior consent of Seller shall not be required if the assignment is to an affiliate of Purchaser.

9.02 Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be given in writing and hand delivered in person, sent by facsimile transmission with proof of transmission, registered or certified mail, return receipt requested, reputable overnight delivery service such as Federal Express Company or other reliable, traceable overnight courier, addressed to the parties as follows:

As to Purchaser:

RealtyLink Investments, LLC Attention: Maude B. Davis 550 S. Main Street, Suite 300

Greenville, SC 29601 Telephone: (864) 263-5422 Facsimile: (864) 232-0160

Email: mdavis@realtylinkdev.com

With Copy to:

Graybill, Lansche & Vinzani, LLC Attention: Wesley M. Graybill

2721 Devine Street Columbia, SC 29205 Telephone: (803) 404-5703 Facsimile: (803) 404-5701

Email: wgraybill@glvlawfirm.com

As to Seller:

City of Greer

Attention: Edward R. Driggers, City Administrator

301 E. Poinsett Street Greer, SC 29651

Telephone:
Facsimile:
Email:

With Copy to:

Duggan & Hughes, LLC

Attn: Daniel R. Hughes, City Attorney

Post Office Box 449, Greer, South Carolina 29650

Telephone: 864-334-2500 Facsimile: 864-879-0149

Email: dhughes@dugganhughes.com

With Copy to Escrow Agent:

Graybill, Lansche & Vinzani, LLC

Attention: Wesley M. Graybill

2721 Devine Street Columbia, SC 29205

Telephone: (803) 404-5703 Facsimile: (803) 404-5701

Email: wgraybill@glvlawfirm.com

Any notice, demand or request which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all hereunder (1) at the time of such notices, demands or requests are hand delivered in person (2) three (3) business days after mailing or one (1) business day after sending by overnight courier or (4) the date of facsimile transmission. At no time shall either party be required to send more than an original and two (2) copies of any designate by written notice to the other party such other person or persons and at such other place or places in the United States as Purchaser or Seller may desire written notices to be delivered or sent in accordance herewith.

- 9.03 In order to facilitate the marketing of the Property for Buyer's intended use, Seller consents to Buyer's placement of marketing signs along the perimeter of the Property and marketing of the Property using standard methods of providing marketing information, including but not limited to, electronic and internet transmission, provided, however, in the exercise of the rights herein given, neither Buyer nor such other parties shall unreasonably interfere with the use by Seller of the Property, if same is being used.
  - 9.04 [Intentionally Deleted.]
- 9.05 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and executed by all parties with the same formality as this Agreement is executed.
  - 9.06 Time is of the essence of this Agreement.
- 9.07 This Agreement constitutes the entire Agreement of the parties hereto and no representation, inducement, promises or agreements, oral or written, between the parties not embodied herein shall be of any force and effect.
- 9.08 If any term, covenant or condition of this Agreement or the application hereto any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be unaffected and shall be valid and be enforced to the fullest extent permitted by law.
- 9.09 This Agreement shall be construed and interpreted under the laws of the State of South Carolina.
- 9.10 The provisions of this Agreement shall be binding upon and shall inure to the benefit of Purchaser, Seller and their respective heirs, executors, administrators, successors, assigns and the legal representatives of their estates.

- 9.11 Seller has not placed or caused to be placed upon the Property any hazardous or similar type wastes and Seller has no knowledge of the presence of any hazardous waste nor does Seller, to its knowledge, know of any violation of any environmental laws, rules or regulations affecting the Property.
- 9.12 Seller affirms that no options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase or lease any interest in the Property or any part thereof.
  - 9.13 The provisions of this Agreement shall survive closing of this transaction.
- 9.14 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. Electronically transmitted signatures (via facsimile, pdf file, or otherwise) shall be deemed valid and original signatures.
- 9.15 The Effective Date of this Agreement shall be the date of the last signature to this Agreement by either party. In the event any of these deadlines set forth in the Agreement falls on a weekend or legal holiday, any obligation for performance by said deadline shall be extended to the next business day.

#### SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

	SELLER: CITY OF GREER
Witness	By: Name: Edward R. Driggers Title: City Administrator  Date:
	PURCHASER:
	SC GREER POINSETT, LLC, a South Carolina limited liability company
Witness	By: Name: Philip J. Wilson Title: Manager
	Date: 04/09/17/018

## EXHIBIT A Page 1 of 2

#### A portion of the following tracts of land for a 0.04 acre tract:

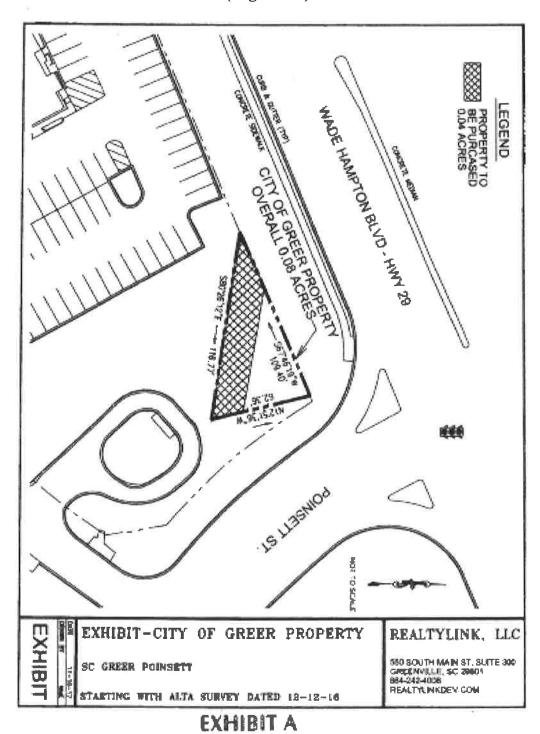
All that certain piece, parcel, or tract of land, in the County of Greenville, State of South Carolina, being shown as containing 0.07 acres, according to a plat prepared by Sinclair & Associates, Inc., entitled "Surveyed for City of Greer", dated 6/10/16, and recorded in Plat Book [246], at Page [95], in the ROD Office for Greenville County, South Carolina, reference is hereby made to said plat for a more complete metes and bounds description thereof.

#### and also a portion of the following property

All that certain piece, parcel, or tract of land, in the County of Greenville, State of South Carolina, being shown as containing 0.01 acres, according to a plat prepared by Sinclair & Associates, Inc., entitled "Surveyed for City of Greer", dated 6/10/16, and recorded in Plat Book 1246 at Page 96, in the ROD Office for Greenville County, South Carolina, reference is hereby made to said plat for a more complete metes and bounds description thereof.

The 0.04 acre tract being more or less as depicted on the site plan as shown on Exhibit A, Page 2 of 2

EXHIBIT A (Page 2 of 2)



## **EXHIBIT B**

[Survey to be added at later date]