

### AGENDA GREER CITY COUNCIL

May 22, 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. Councilwoman Kimberly Bookert
- IV. PUBLIC FORUM
- V. MINUTES OF COUNCIL MEETING
  - A. May 8, 2018 (Action Required)

### VI. SPECIAL RECOGNITION

A. Municipal Association of South Carolina

Wayne George, Executive Director of the Municipal Association of South Carolina will present a plaque to Council recognizing their accomplishments in the Municipal Elected Officials Institute.

### VII.DEPARTMENTAL REPORTS

- A. Building and Development Standards Activity Report April 2018
- B. Financial Activity Report April 2018 Link to Detail Financial Reports
- C. Fire Department Activity Report April 2018

  Fire Chief Dorian Flowers will present highlights from his report.
- D. Municipal Court Activity Report April 2018

- E. Parks and Recreation Activity Report April 2018
- F. Police Department Activity Report April 2018
- G. Public Services Activity Report April 2018
- H. Website Activity Report April 2018

### VIIIADMINISTRATOR'S REPORT

A. Ed Driggers, City Administrator

### IX. OLD BUSINESS

A. Second and Final Reading of Ordinance Number 13-2018
AN ORDINANCE AUTHORIZING THE CONVEYANCE OF
CERTAIN REAL PROPERTY IN THE CITY OF GREER (Action
Required)

### X. NEW BUSINESS

A. Request for Quotes - Center for the Arts

RFQ results will be presented for the renovation of the Center for the Arts facility and park. Approval is requested to enter into negotiations with the top ranked construction firm to establish a Guaranteed Maximum Price Contract for the project. (Action Required)
Ann Cunningham, Director of Parks and Recreation

B. First Reading of Ordinance Number 15-2018

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

### XI. EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

A. Economic Development

Request: Motion to enter into Executive Session to discuss Project Thunderbolt; as allowed by State Statute Section 30-4-70(a)(5).

**B.** Economic Development

Request: Motion to enter into Executive Session to discuss Project Satellite; as allowed by State Statute Section 30-4-70(a)(5).

C. Legal

Request: Motion to enter into Executive Session to discuss a Legal Matter; as allowed by State Statute Section 30-4-70(a)(2).

### D. Personnel

Request: Motion to enter into Executive Session to discuss a Personnel Matter; as allowed by State Statute Section 30-4-70(a)(1).

### XII.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

5/22/2018

### **Councilwoman Kimberly Bookert**

### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Invocation Schedule	5/17/2018	Backup Material



## **Greer City Council 2018 Invocation Schedule**

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 5/22/2018

May 8, 2018

### **Summary:**

(Action Required)

### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	May 8, 2018 Council Meeting Minutes	5/17/2018	Backup Material

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

## MINUTES of the FORMAL MEETING of GREER CITY COUNCIL May 8, 2018

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

### I. CALL TO ORDER OF REGULAR MEETING

Mayor Rick Danner – 6:34 P.M.

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

Councilmembers Absent: Jay Arrowood

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

Councilmember Wayne Griffin

### III. INVOCATION

Councilmember Wayne Griffin

### IV. PUBLIC FORUM

**Ned Newcomer**, 708 Meadow Haze Ct., spoke in opposition to Ordinance Number 9-2018 and Ordinance Number 10-2018.

**Theresa Dell Roca**, 414 Meadow Hill Way, spoke in opposition to Ordinance Number 9-2018 and Ordinance Number 10-2018.

**Arlene Wertz**, 11 Glencreek Drive, spoke in opposition to Ordinance Number 9-2018 and Ordinance Number 10-2018.

### V. MINUTES OF THE COUNCIL MEETING

April 24, 2018

**ACTION -** Councilman Wryley Bettis made a motion that the minutes of April 24, 2018 be received as written. Councilwoman Kimberly Bookert seconded the motion.

**VOTE** - Motion carried unanimously.

#### VI. PRESENTATION

**A.** Reno Deaton, Executive Director with Greer Development Corporation presented his Annual Report.

### VII. ADMINISTRATOR'S REPORT

Ed Driggers, City Administrator presented the following:

### **Calendar Items:**

**MASC** (Municipal Association of South Carolina) – registration information was disseminated to Council please return that to us by the next meeting (May 22, 2018).

<u>Council Planning Retreat</u> — will continue tomorrow morning, Wednesday, May 9<sup>th</sup> we will gather at 8:15am for coffee and conversation and the meeting will begin at 8:30am working through lunch and ending around 12:30pm or 1:00pm.

**SCMIT** (South Carolina Municipal Insurance Trust) & SCMIRF (South Carolina Municipal Insurance Risk and Financing Fund) — I met this week with members of our workers compensation insurance (SCMIT) and our liability insurance (SCMIRF). It was a very good meeting, we meet annually with them to do an Annual Report Card. Our experience modifier with SCMIT is .51, the lowest you can receive is .50 and with SCMIRF our experience modifier is .58 again the lowest is .50 both modifiers provided a discount in premiums to the City. We will bring the full report card in the future.

### VIII. OLD BUSINESS

A. Second and Final Reading of Ordinance Number 9-2018
AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY
OWNED BY FAYE C. ROSS LOCATED ON HENDERSON GAP ROAD FROM R-15
(RESIDENTIAL SINGLE - FAMILY) TO DRD (DESIGN REVIEW DISTRICT).

Kelli McCormick, Planning Manager provided an overview of the request. The developer and engineer were present. Paul Harris, Engineer spoke briefly.

Lengthy discussion held.

**ACTION** - Councilman Lee Dumas made a motion to amend Ordinance Number 9-2018 for DRD zoning to allow up to 42 units and a variable buffer as shown on the revised Concept Plan. Councilwoman Kimberly Bookert seconded the motion.

**VOTE** – Motion carried 5-1 with Councilmember Albert voting in opposition.

B. Second and Final Reading of Ordinance Number 10-2018
AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED
BY JENNIFER AND EDGAR BAXTER LOCATED ON HENDERSON GAP ROAD BY
ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING
CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY

Kelli McCormick, Planning Manager see above.

**ACTION** - Councilman Lee Dumas made a motion to amend Ordinance Number 10-2018 to allow for DRD zoning to allow up to 42 units and a variable buffer as shown on the revised Concept Plan. Councilman Wayne Griffin seconded the motion.

**VOTE** – Motion carried 5-1 with Councilmember Albert voting in opposition.

# C. <u>Second and Final Reading of Ordinance Number 13-2018</u> AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE CITY OF GREER

Ed Driggers, City Administrator request Ordinance Number 13-2018 be held over.

**ACTION** - Councilman Wayne Griffin made a motion to hold over Second and Final Reading of Ordinance Number 13-2018. Councilman Wryley Bettis seconded the motion.

**VOTE** – Motion carried unanimously.

# D. Second and Final 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

Kelli McCormick, Planning Manager presented the request, she stated there was no new or additional information.

**ACTION** - Councilman Wryley Bettis made a motion to approve Second and Final Reading of Ordinance Number 14-2018. Councilwoman Judy Albert seconded the motion.

**VOTE** – Motion carried unanimously.

### IX. NEW BUSINESS

# A. <u>First and Final Reading of Resolution Number 14-2018</u> A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A SATISFACTION OF MORTGAGE

Ed Driggers, City Administrator presented the request.

**ACTION** - Councilman Wryley Bettis a motion to approve First and Final Reading of Resolution Number 14-2018. Councilwoman Judy Albert seconded the motion.

### B. First Reading of Ordinance Number 16-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY BEATE BANNON LOCATED AT 9 MILLER ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY

Kelli McCormick, Planning Manager presented the request.

Brief discussion.

**ACTION** - Councilman Wryley Bettis made a motion to receive First Reading of Ordinance Number 16-2018. Councilwoman Kimberly Bookert seconded the motion.

**VOTE** – Motion carried unanimously.

### X. EXECUTIVE SESSION

**ACTION -** In (7:45 p.m.)

### (A) Economic Development Matter

Councilman Lee Dumas made a motion to enter into Executive Session to discuss Project Satellite as allowed by SC Code of Laws Section 30-4-70(a)(5). Councilwoman Kimberly Bookert seconded the motion. Motion carried unanimously.

### (B) Economic Development Matter

Councilman Lee Dumas made a motion to enter into Executive Session to discuss various Economic Development projects as allowed by State Statute Section 30-4-70(a)(5). Councilman Wayne Griffin seconded the motion. Motion carried unanimously.

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

**ACTION -** Out (8:26 p.m.) – Councilman Wayne Griffin made a motion to come out of Executive Session. Councilman Wryley Bettis seconded the motion. Motion carried unanimously.

XI.	ADJOURNMENT	8:27 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, May 4, 2018.



Category Number: VII.
Item Number: A.



# AGENDA GREER CITY COUNCIL

<u>5/22/2018</u>

### **Building and Development Standards Activity Report - April 2018**

### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Building and Development Standards Activity Report - April 2018	5/17/2018	Backup Material



# City of Greer Building & Development Standards Monthly Report April 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 April:

AN 2018-05: Henderson Gap Road: Annex and zone to DRD and rezone from R-15 to DRD (approval of 35 units with a 50' southern buffer)

AN 2018-06: 1000 S. Main Street: Annex and zone to DRD (approval)

SUB 2018-04 (Preliminary Plat): Briar Ridge on Hood Road (approval)

### **Board of Zoning Appeals**

The Board of Zoning Appeals reviewed **one** case in April:

BZA 2018-07: 201 N. Buncombe Road: Special Exception for microbrewery in C-3 for The Southern Growl (approval)

### **Board of Architectural Review**

The Board of Architectural Review reviewed **three** cases in April:

BAR 2018-04 228 Trade St / Insight Onsite LLC Exterior building alterations 8		Exterior building alterations & Signage
BAR 2018-05 Chelsea's / 224 Trade St Exterior building alterations &		Exterior building alterations & Signage
BAR 2018-06	Carolina Treasures / 214 Trade St	Exterior building alterations

### **Planning Advisory Committee**

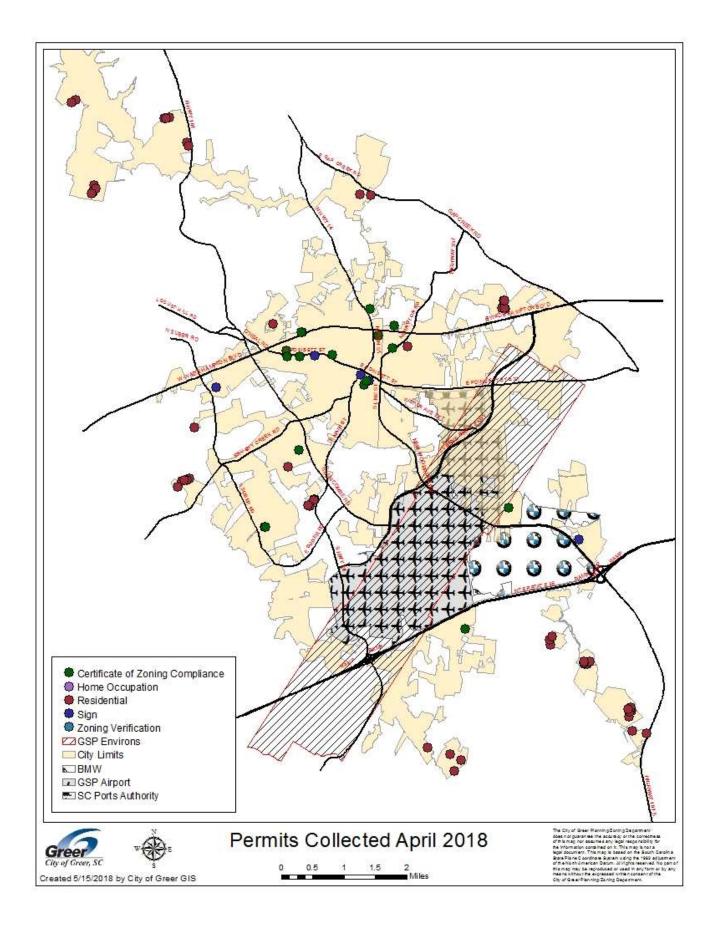
The Planning Advisory Committee reviewed **five** cases in April:

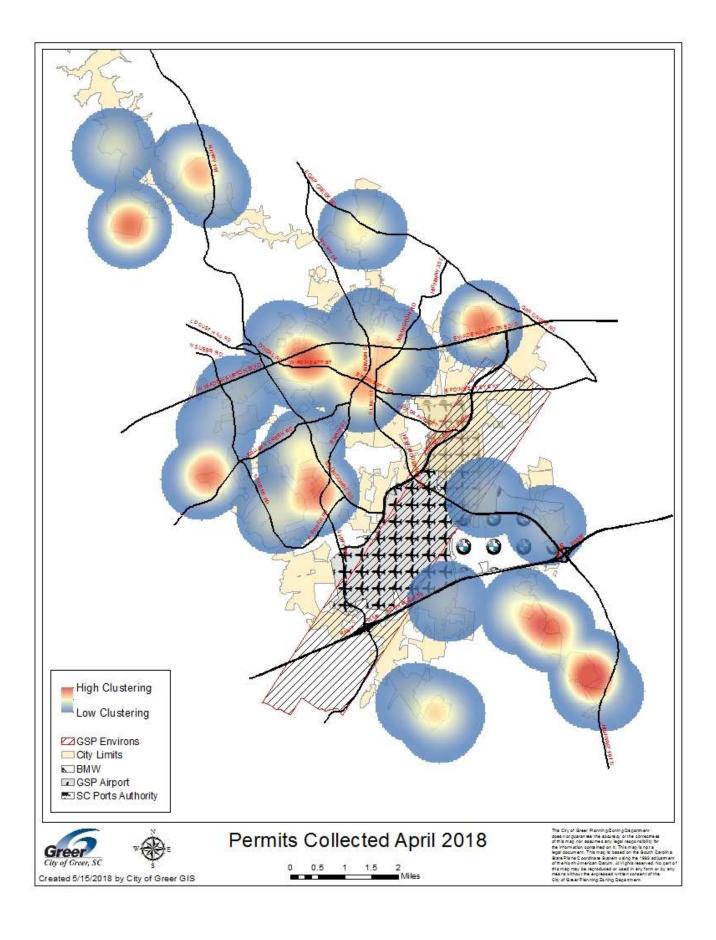
COM 2018-07	Greer Cultural Arts	Trade Street/Davis Street/Poplar Street	Commercial Development
COM 2018-08	Southern Growl Microbrewery Restaurant	N. Buncombe Road	Commercial Development
COM 2018-09	COM 2018-09 NTB		Commercial Development
COM 2018-10 Plastic Omnium Paint Shop #2		Genoble Road	Commercial Development
SUB 2018-11(DRD)	South Main Townes Ph 2	S. Main Street	DRD Review

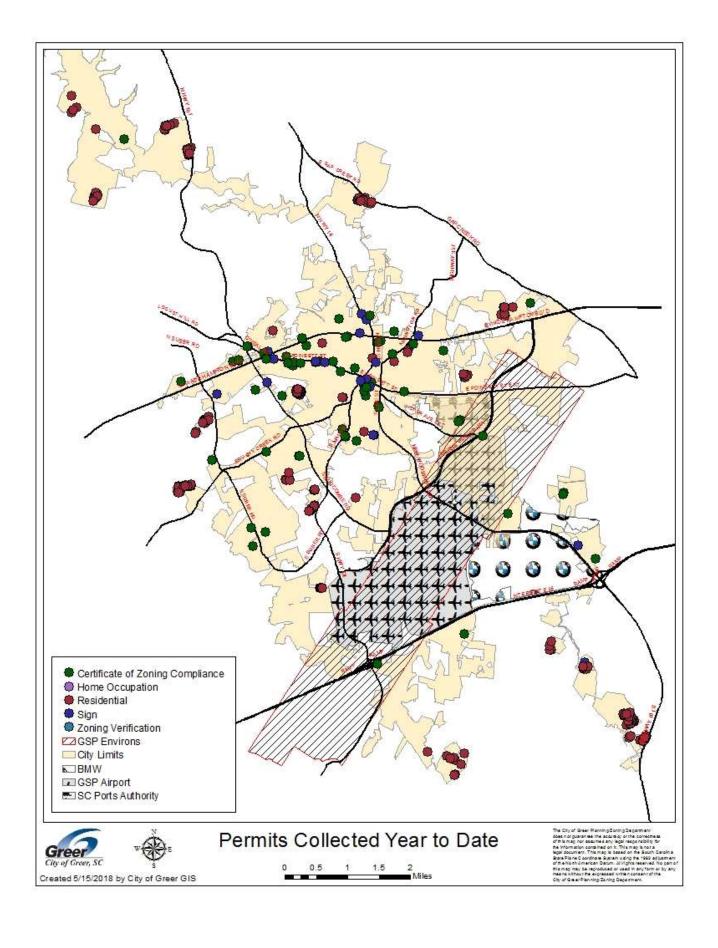
<u>Permits</u> for the month of April included 53 residential reviews, 16 commercial projects, and 7 signs.

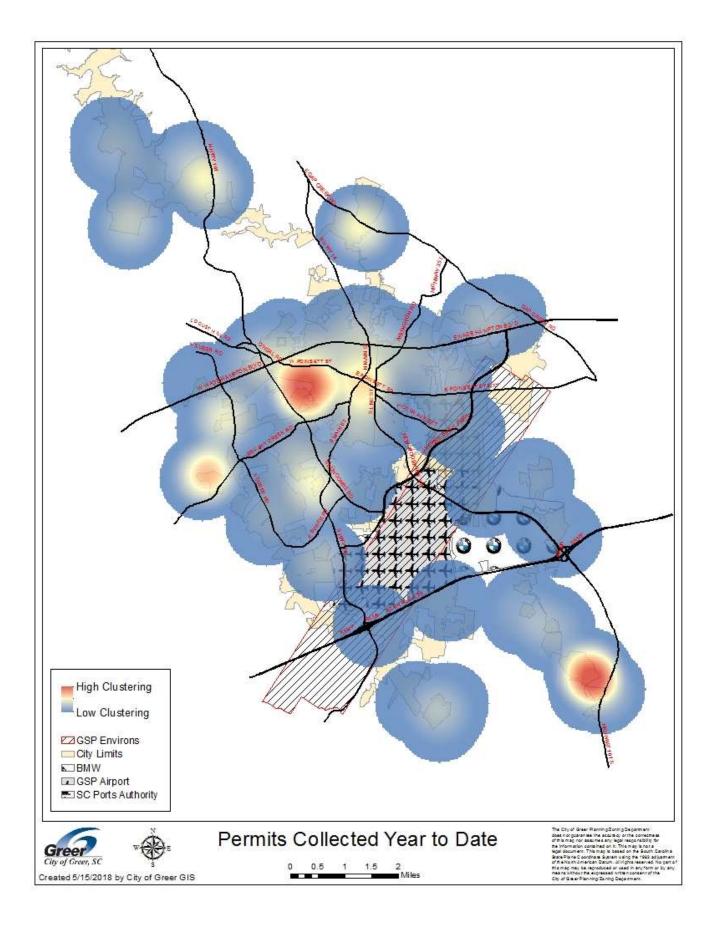
### **Planning & Zoning Summary**

	TOTAL CASES	TOTAL CASES
	APRIL	2018
PERMIT TYPE		
BZA: Residential	0	1
BZA: Commercial	1	6
Planning Commission	3	21
Planning Advisory Committee	5	15
Annexation Planning Committee	0	0
Board of Architectural Review	3	6
TOTAL	12	49









### **Engineering & Stormwater**

### **CITY ENGINEER –**

### **Ongoing Engineering Projects:**

- Drainage Improvements Wildwood Dr/Chick Springs Rd Open bids
- Drainage Improvements Waterbrook Dr Finalizing plans, surveys
- Downtown Streetscape project ongoing planning/design meetings
- Alley Improvement/Depot St parking lot Coordination/meetings
- Trakit Project Management Software All teams process meetings
- Pelham/Snow 4 way STOP investigate feasibility
- Paving Concourse Way, Patching Brushy Meadows coord w/ County
- 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:**

- Andy's Custard –plan review
- Property off Depot St preliminary meetings
- Freeman Farms plan review
- Lismore Village Phs 2 plan review
- Global Commerce Park plan review
- NetZero meeting
- Greer Arts Center review storm drain videos
- Grady Manor plan review
- Redcroft Phs 1 plan review
- SC Greer Retail Development plan review
- Inland Port modification plan review
- Greer Library Branch addition prelim meeting
- GHS phase 2 plan review

### Other:

- PAC meeting site review, 5 sites
- Encroachment permit reviews 2
- Yearly department budget preparation
- Website re-design
- PD Gun Range berm issue
- Performance review AC
- KPI's for Mike Sell
- Drainage complaint old Woodruff Rd
- Asst City Engineer re-advertised
- ADA complaint at PD
- Ports Authority plat review
- Coord Dillard Road bridge project w/ Gnvl Count

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

<u>Construction</u> <u>Post-construction</u> <u>Program - Plan Reviews, Pre-construction</u> <u>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.

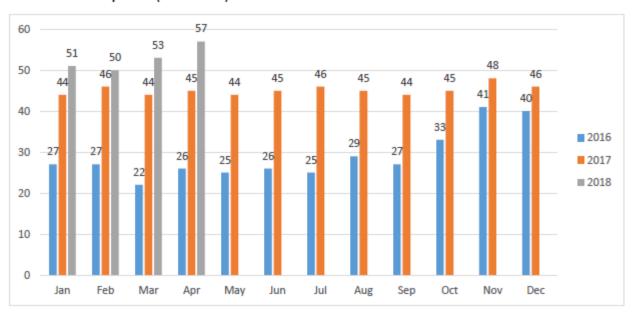
Pre-submittal Meetings					
Development Type	Project Name	# Lot	s/Units		
Commercial	GHS Pediatrics – Build Out		NA		
	Plan Reviews				
Development Type	Project Name	Review Type	# Lots/Units		
Commercial	GHS Pediatrics – Build Out	Initial	NA		
Commercial	Inland Port Parking Modification	Initial	NA		
Commercial	Andy's Frozen Custard	Initial	NA		
Commercial	Andy's Frozen Custard	Follow-up	NA		
Commercial	SC Greer Retail Center	Initial	NA		
Commercial	SC Greer Retail Center	Follow-up	NA		
Residential	Lismore Village Phase II	Follow-up	31		
Residential	Lismore Village Phase II	Follow-up	31		
Commercial	Global Commerce Park	Follow-up	NA		
	Pre-Construction Meetings	5			
Development Type	Project Name	# Lot	s/Units		
Residential	Town Pines		50		
Residential	Piedmont Pointe		NA		
Commercial	Town Center Retail		NA		
Residential	Braeburn Orchard		82		
	Project Closeout Inspection	ıs			
Development Type	Project Name	# Lot	s/Units		
None					
2018 Storm	water Summary January 1st throu	gh April 30 <sup>th</sup> 2018			
<b>Projects Submitted</b>	Plan Reviews	Preconstructio	n Meetings		
14	43	12			

Historical Project Submittals			
Year	Projects Submitted		
2018 (YTD)	14		
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

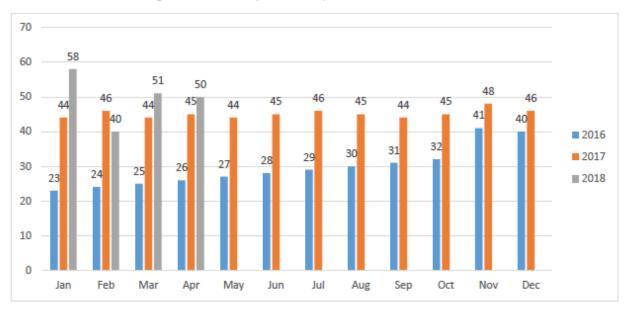
57 Active Site Inspected (Per Month)



1. Jones Creek Gardens	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	54. Gibbs Cancer Center
55. Town City Retail	56. Riverside Crossing OutParcel	57. The Ledges

### STORMWATER INSPECTION: Anthony Copeland

50 Individual LOT Drainage Plan Reviews (Per Month)



### Addressed Citizen Complaints

Issue	Complaint Date	Address	Resolution	Completed
Tree Blocking SW Pipe	4/27/2018	113 Greenlee	City has no RW/ State Pipe	4/27/2018

### **Building Inspections & Code Enforcement**

### COMMERCIAL PLAN REVIEWS

Project Name	Address		
Resurrection Church	900 N. Main Street		
Maya Nail & Spa Revisions	813 N. Main Street		
Belk	805 W. Wade Hampton		
Verizon	207 School Street		
Iron Mountain Racking	125 Caliber Ridge		
Jones Construction	364 W Phillips Road		
McDonalds	6125 Wade Hampton		
Collins Hammett	2802 Old Woodruff Road		
Verizon	330 Medical Pkwy		
Verizon	6031 Wade Hampton		
Verizon	740 Brockman McClimon		
BB&T	1319 W Poinsett		
Andy's Custards	1501 W Poinsett		

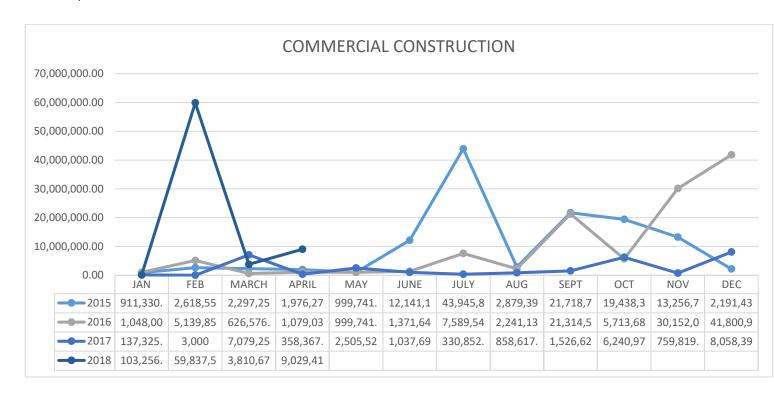
### COMMERCIAL CONSTRUCTION - \$9,029,413.50

2018 - \$ 72,780,900.86 YTD

2017 - \$124,511,263.15

2016 - \$118,166,101.70

2015 - \$28,862,382.54

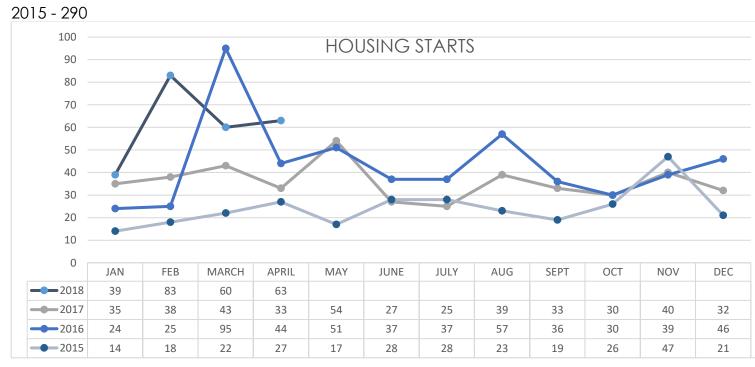


### **HOUSING STARTS** - 63

2018 - 245 YTD

2017 - 429

2016 - 521



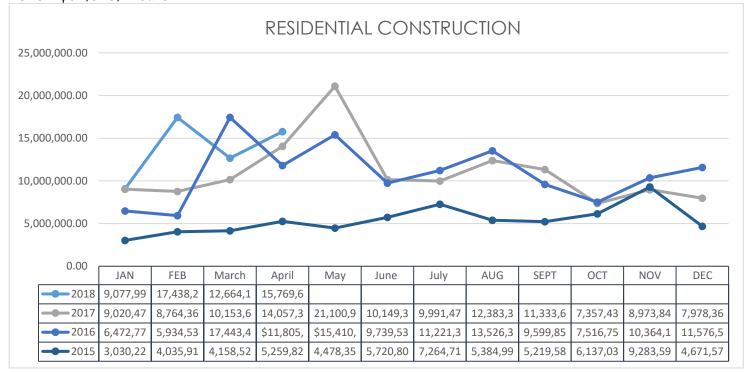
### TOTAL RESIDENTIAL CONSTRUCTION - \$15,769,690.59

2018 - \$ 54,950,121.60 YTD

2017 - \$131,264,321.21

2016 - \$130,611,289.14

2015 - \$64,645,145.70



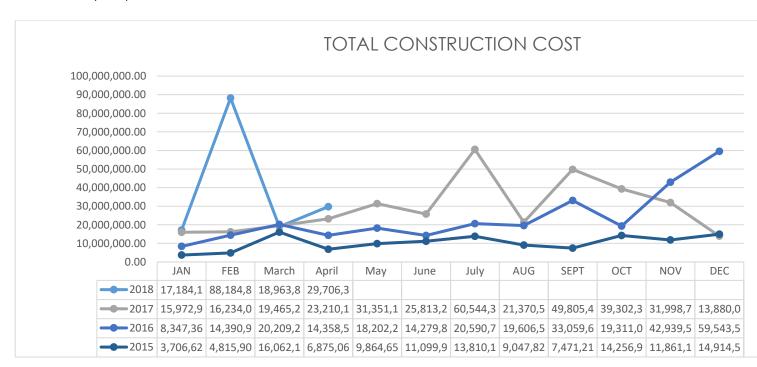
### TOTAL CONSTRUCTION COST - \$29,706,320.68

2018 - \$154,039,193.61

2017 - \$348,948,323.48

2016 - 284,839,502.84

2015 - 123,606,213.367



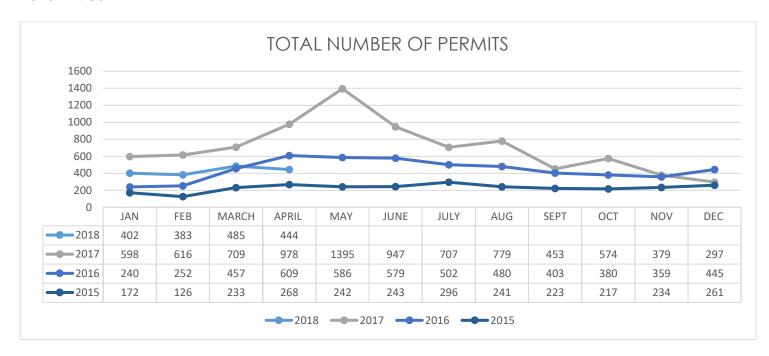
### NUMBER OF PERMITS ISSUED - 444

2018 - 1714 YTD

2017 - 7625

2016 - 5292

2015 - 2756



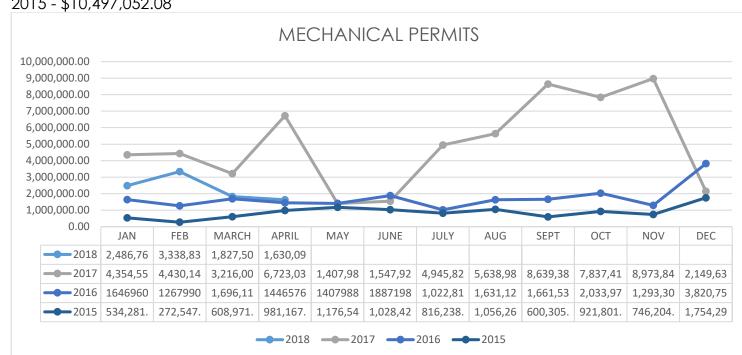
### MECHANICAL PERMITS - \$1,630,097.04

2018 - \$9,283,203.70 YTD

2017 - \$59,864,747.40

2016 - \$20,816,343.54

2015 - \$10,497,052.08



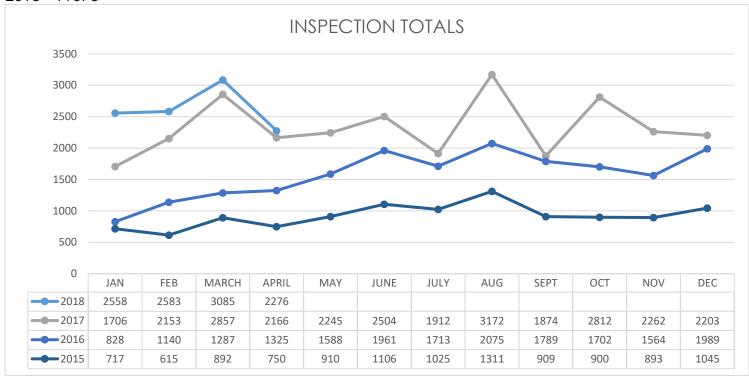
### **TOTAL INSPECTIONS - 2276**

2018 - 10502 YTD

2017 - 27866

2016 - 18961

2015 - 11073



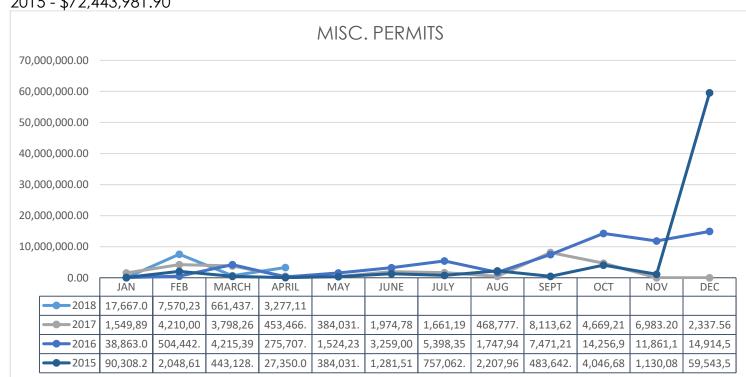
### TOTAL MISC. PERMITS - \$3,277,119.55

2018 - \$11,526,461.44

2017 - \$29,757,048.44

2016 - \$65,467,832.78

2015 - \$72,443,981.90



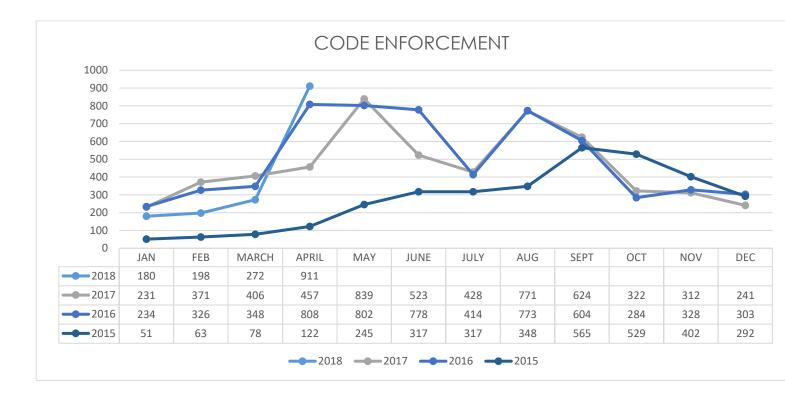
### **CODE ENFORCEMENT INSPECTIONS** – 911

2018 - 1561

2017 - 5525

2016 - 6002

2015 - 3329



Category Number: VII. Item Number: B.



### AGENDA GREER CITY COUNCIL 5/22/2018

### Financial Activity Report - April 2018

### **Summary:**

Link to Detail Financial Reports

### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	April 2018 Summary Financial Report	5/18/2018	Backup Material



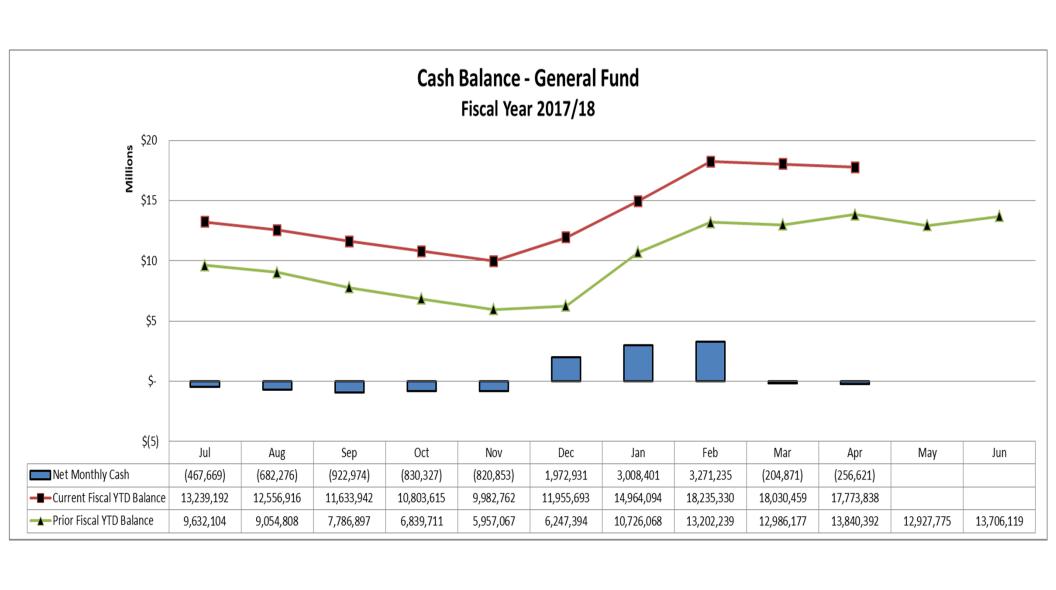
April 2018 Summary Financial Report

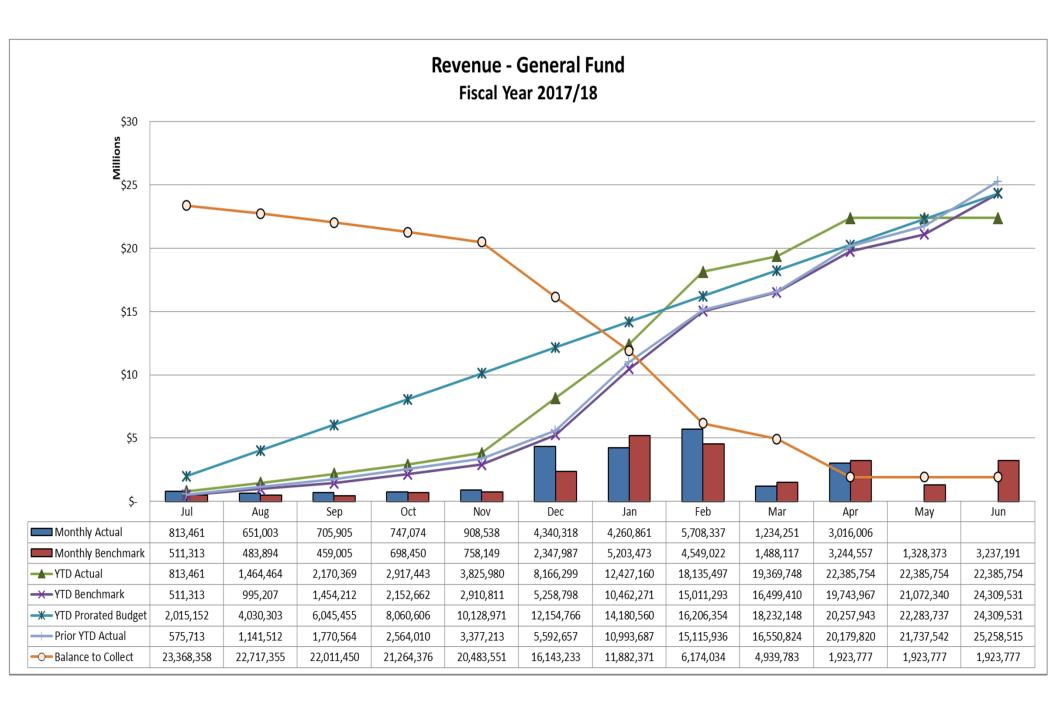


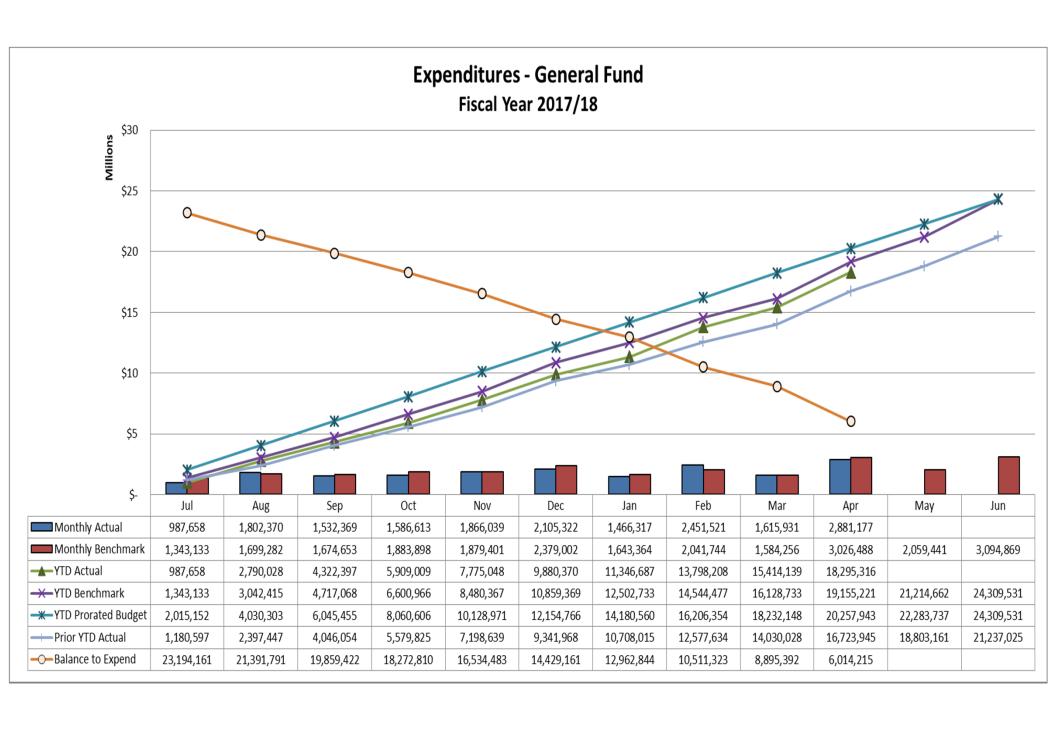
# Financial Performance Summary

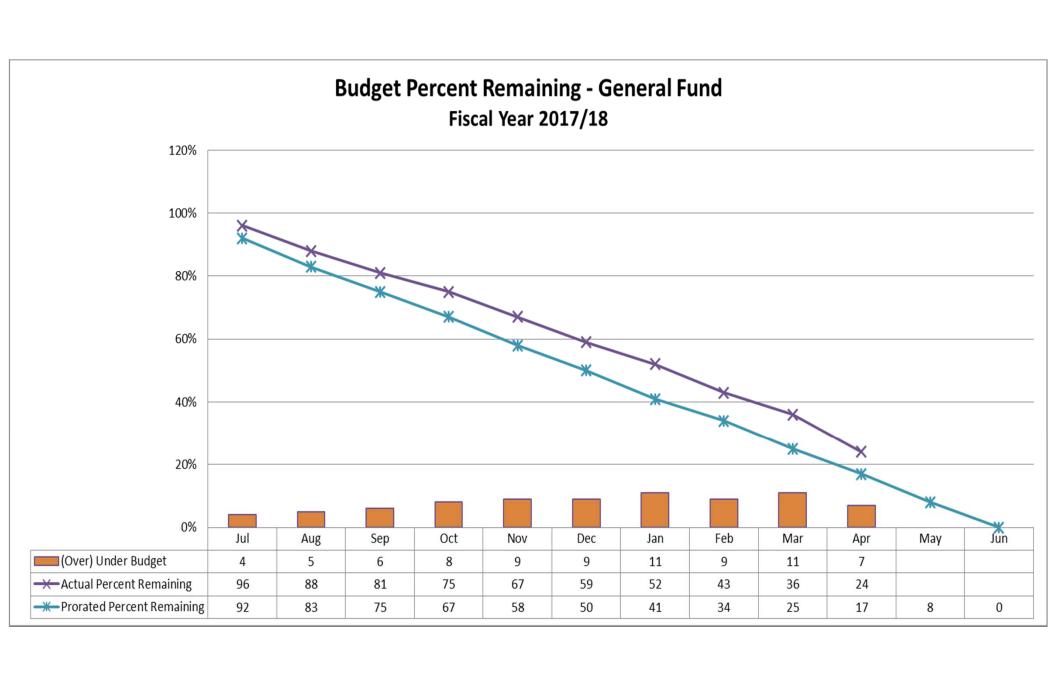
### As of Month End April, 2018

Quick Look Indicators	This Month	This Year	Balance	
General Fund Cash Balance	•	<b>1</b>	\$	17,773,838
General Fund Revenue	<b>1</b>	•	\$	22,385,754
General Fund Expenditures	•	•	\$	18,295,316
Budget Percentage (Over) / Under	•	•		7%
Revenue Benchmark Variance	•	•	\$	2,641,787
Expenditure Benchmark Variance	•	-	\$	859,905
Overall Benchmark Variance	•	•	\$	3,501,692
	_			
Hospitality Fund Cash Balance	•	•	\$	881,278
Hospitality Fund Revenue		•	\$	1,857,916
Hospitality Fund Expenditures	•	•	\$	2,157,214
Storm Water Fund Cash Balance	•	•	\$	1,282,549
Storm Water Fund Revenue	<b>1</b>	•	\$	807,979
Storm Water Fund Expenditures	-	<b>1</b>	\$	523,383





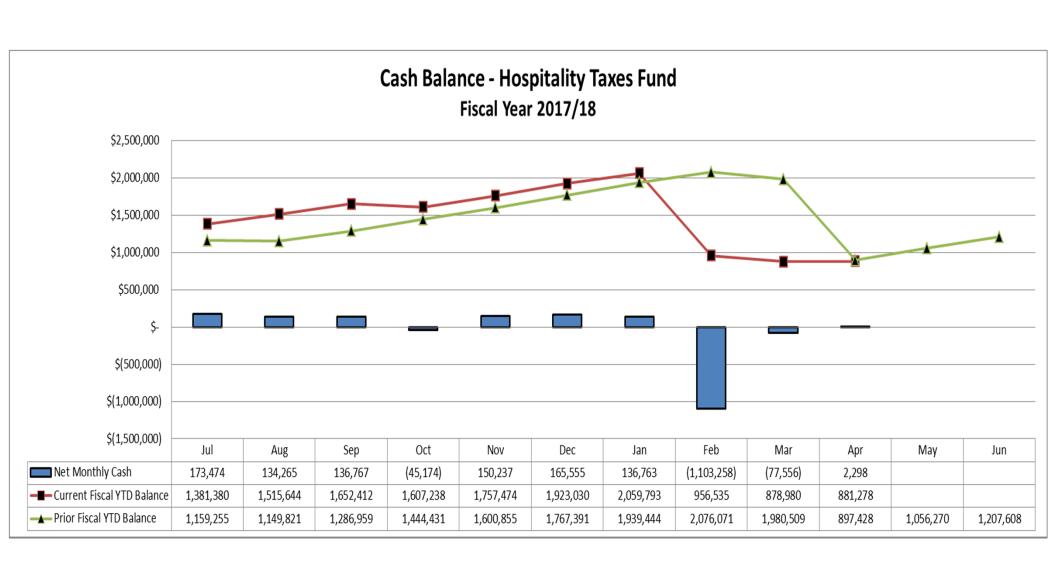


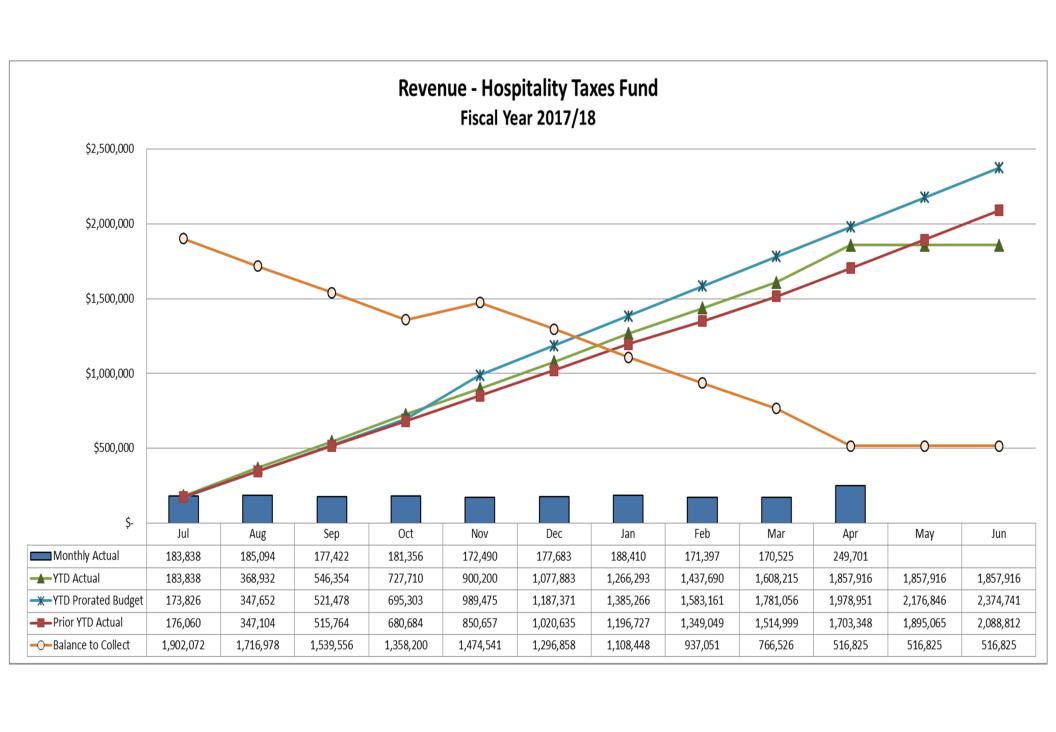


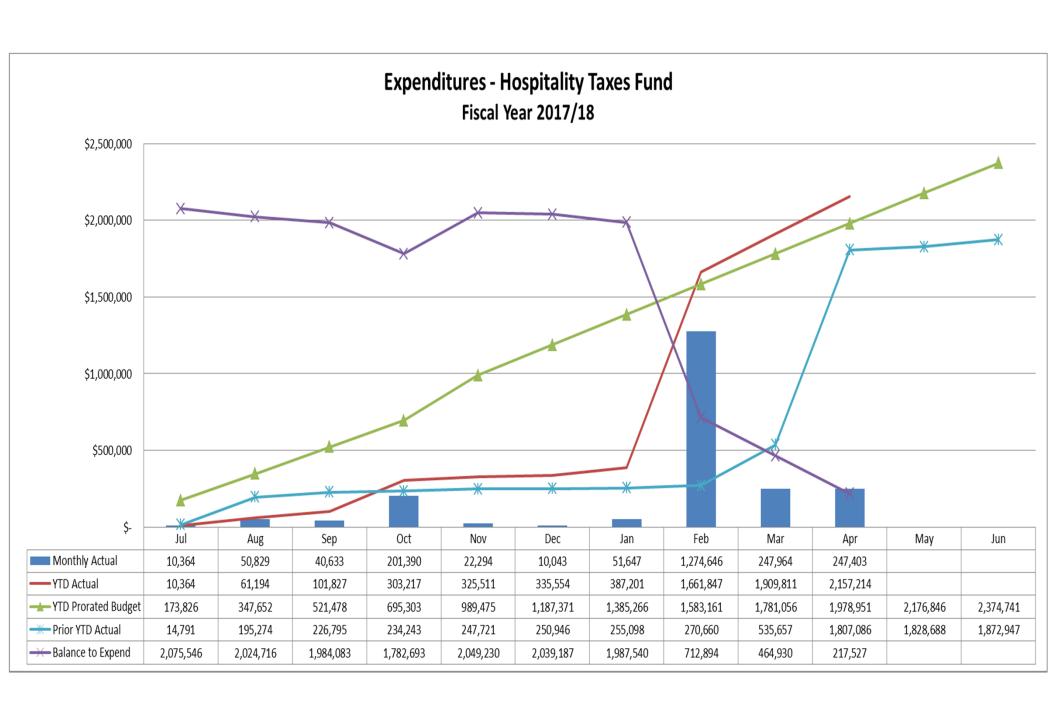


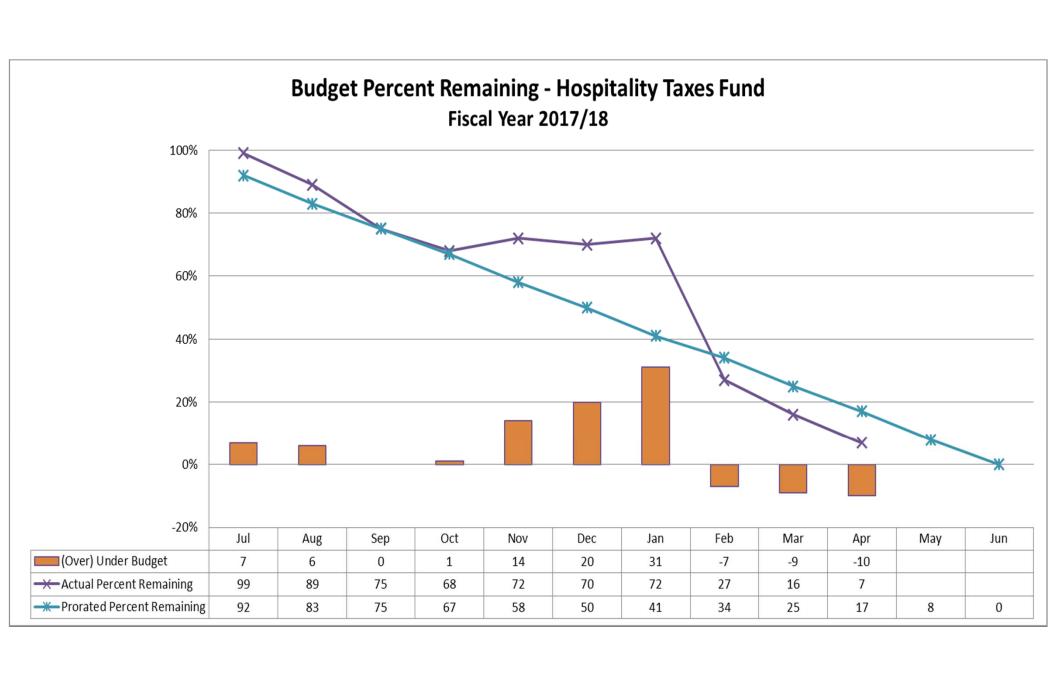






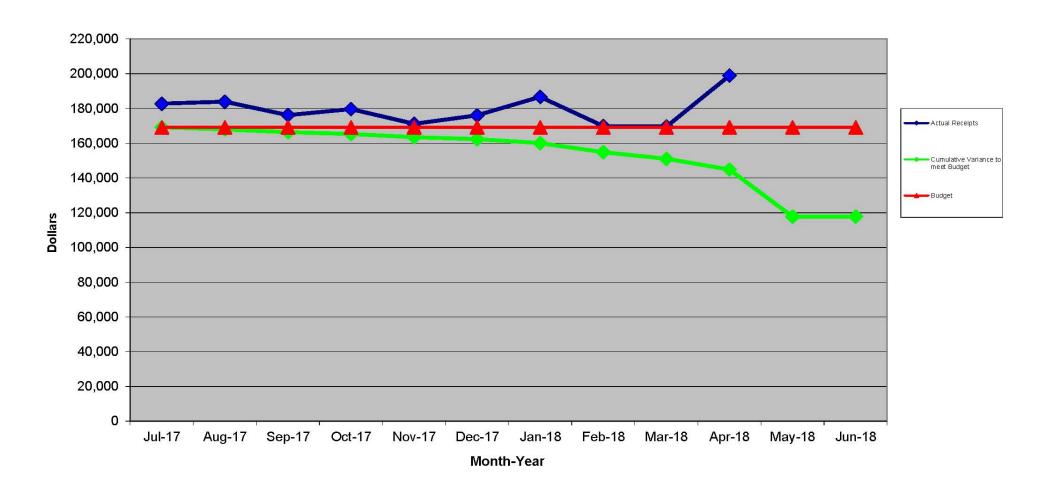




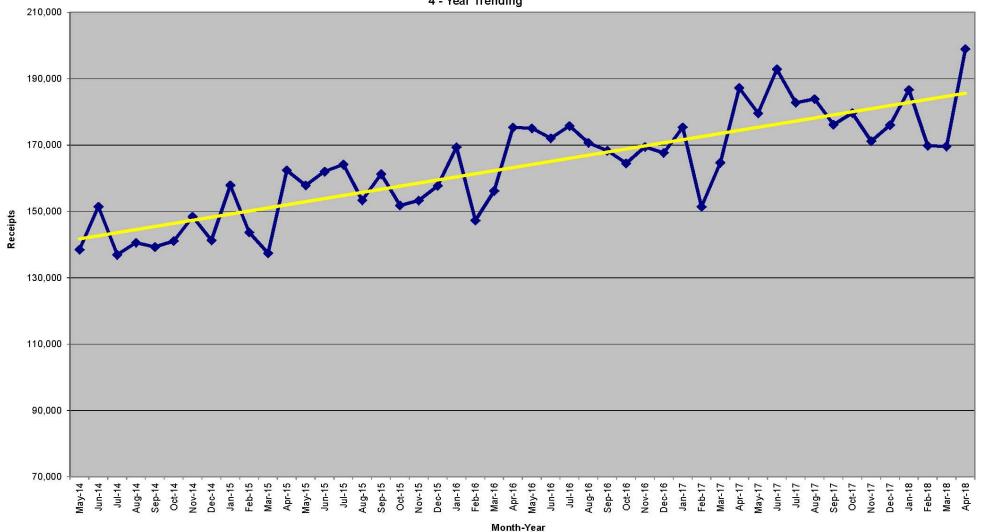


# **HOSPITALITY TAX**

FY 2017-2018

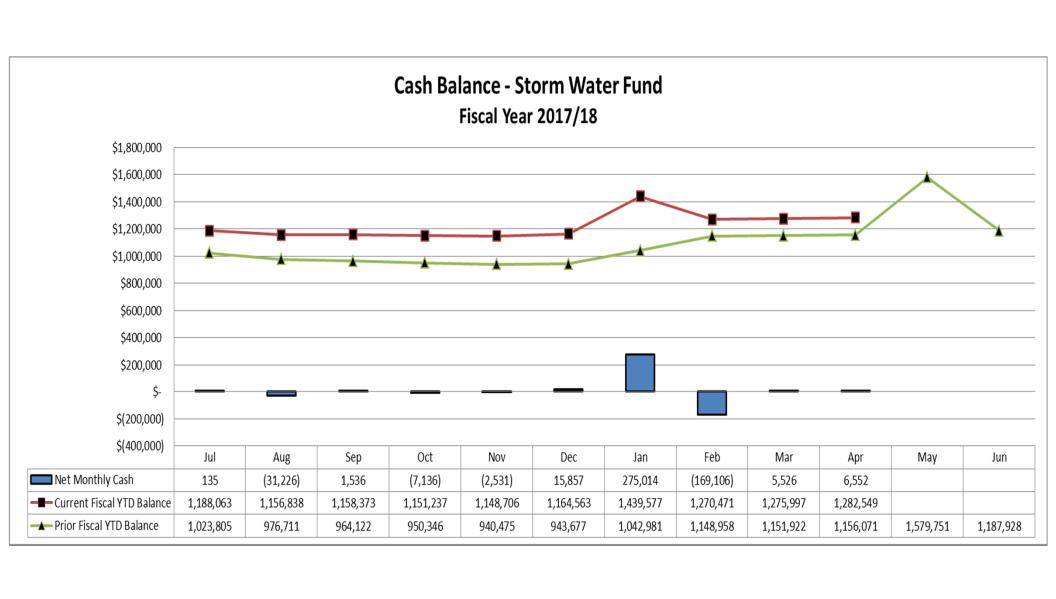


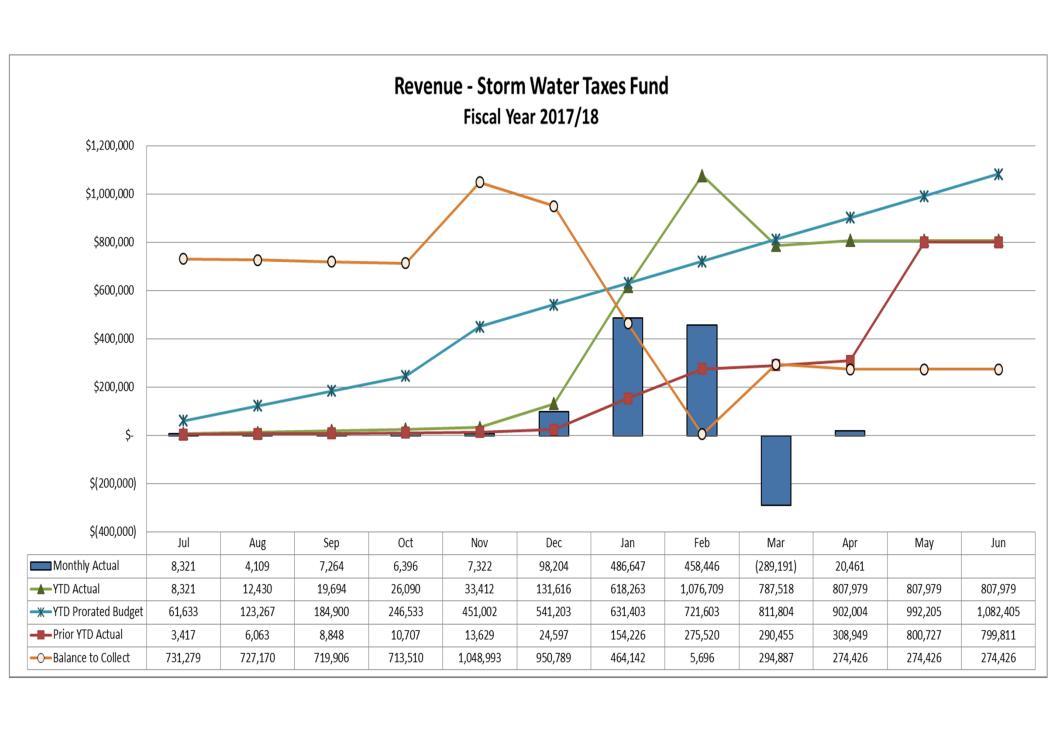
# Hospitality Tax 4 - Year Trending



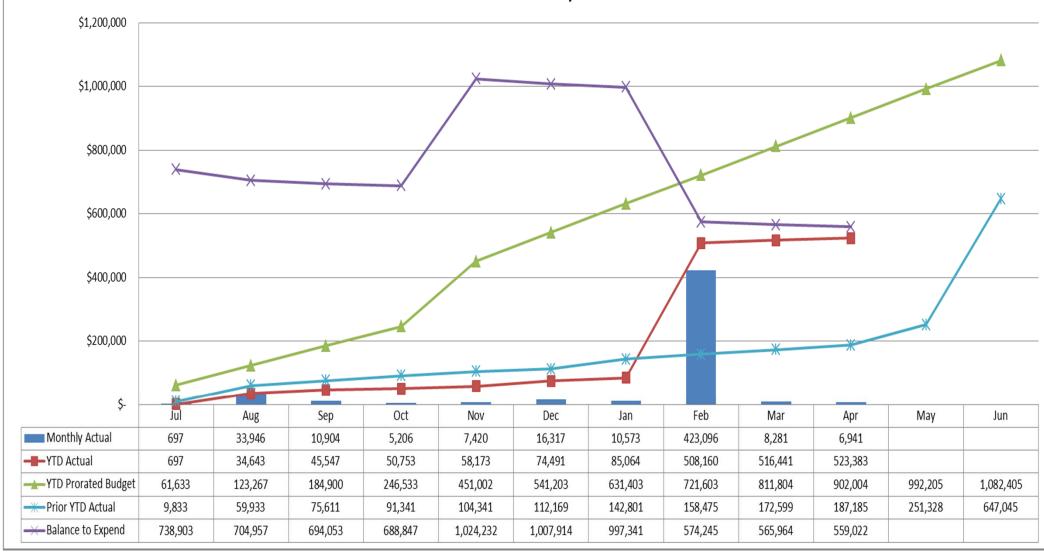


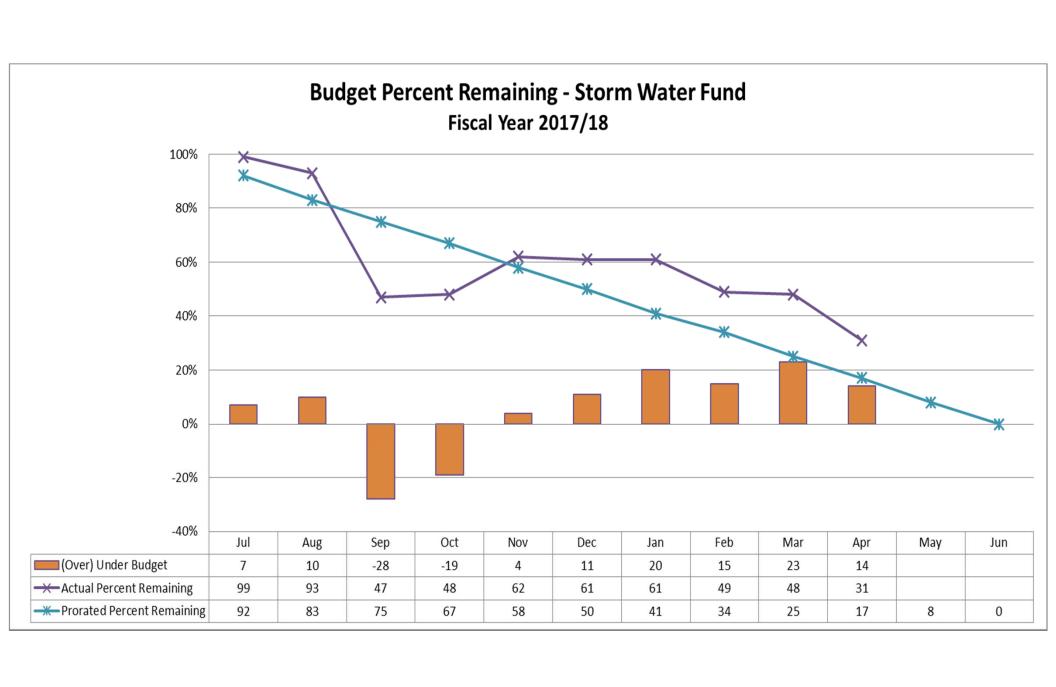
Storm Water Fund











Category Number: VII. Item Number: C.



### AGENDA GREER CITY COUNCIL

5/22/2018

#### Fire Department Activity Report - April 2018

#### **Summary:**

Fire Chief Dorian Flowers will present highlights from his report.

#### **ATTACHMENTS:**

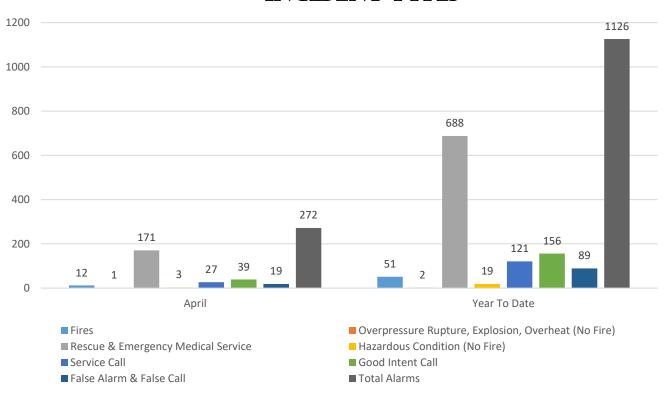
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ם	Fire Department Activity Report - April 2018	5/18/2018	Backup Material

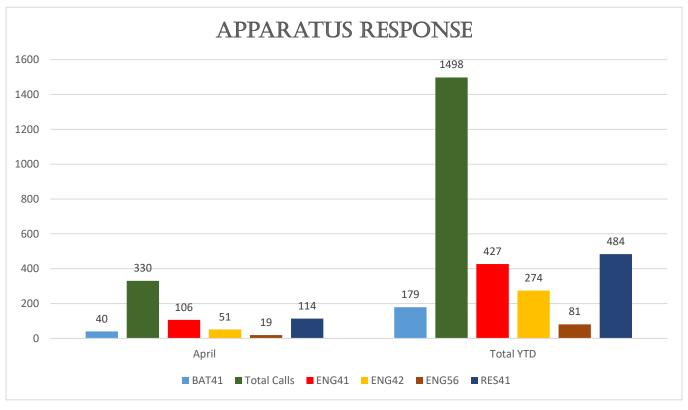


# City of Greer Fire Department Year-To-Date Statistics April 2018



#### **INCIDENT TYPES**







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

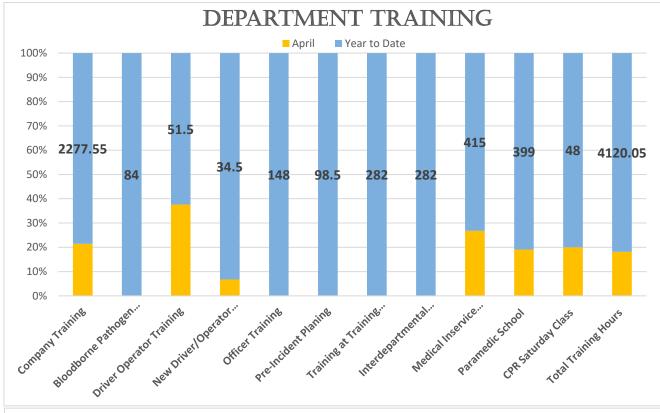


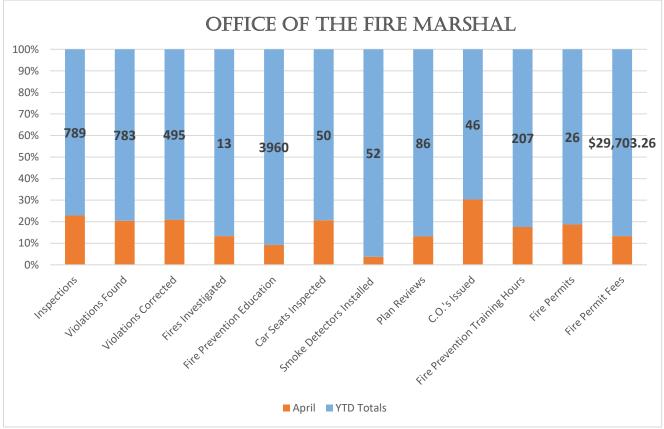
		OF TS		S	а. п
	NFPA REPORT FIRES IN STRUCTURES BY	BER O	DEATHS	INJURIES	EST. PROP DAMAGE
	FIXED PROPERTY USE (OCCUPANCY)	NUMBER OF INCIDENTS	DE/	INJC	EST. PROP. DAMAGE
1	Private Dwellings (1 or 2 family), including mobile homes (FPU 419)	17	0	2	\$205,700.00
2	Apartments (3 or more families) (FPU 429)	1/	U		\$205,700.00
		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)	21	0	2	\$235,800.00
6	Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)	3	0	0	\$2,500.00
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)	27	0	2	\$240,300.00
14a	Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137)	7	0	0	\$39,040.00
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)	2	0	0	\$0.00
16	Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved (IT 142-143)	8	0	0	\$0.00
17	Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved (IT 150-155)	2	0	0	\$100.00
18	All Other Fires (IT 100, 160, 163)	4	0	0	\$100.00
19	TOTAL FOR FIRES (Sum of lines 13 through 18)	50	0	2	\$279,540.00
20	Rescue, Emergency Medical Responses (ambulances, EMS, rescue) (IT 300-381)	688	0	0	\$0.00
21	False Alarm Responses (malicious or unintential false calls, malfunctions, bomb scares) (IT 700-746)	89	0	0	\$300.00
22	Mutual Aid Responses Given	8	0	0	\$0.00
23a.	Hazards Materials Responses (spills, leaks, etc.) (IT 410-431)	7	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,	12	U	U	Ş300.00
	800-911)	279	0	0	\$0.00
25	TOTAL FOR ALL INCIDENTS (Sum of lines 19 through 24)	1133	0	2	\$280,040.00



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







Category Number: VII. Item Number: D.



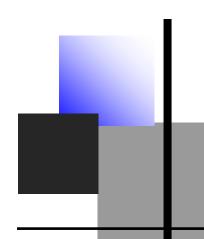
# AGENDA GREER CITY COUNCIL

<u>5/22/2018</u>

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

#### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Municipal Court Monthly Report April 2018	5/17/2018	Backup Material

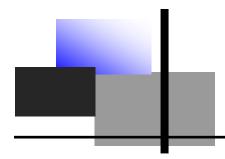


# GREER MUNICIPAL COURT

# **MONTHLY REPORT APRIL 2018**





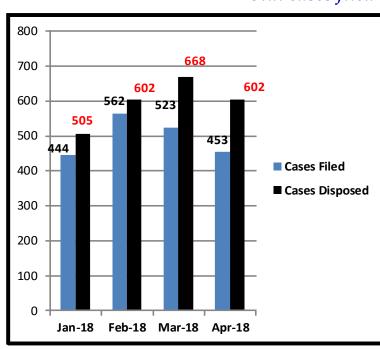


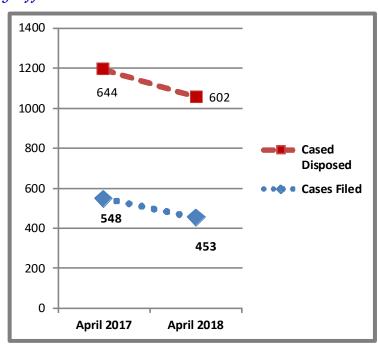
# **CASE LOAD**

## Traffic, Criminal and City Ordinances

Total Cases disposed/processed: 602

Total cases filed by officers: 453

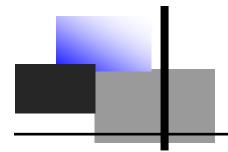




## Arrest Warrants, Bench Warrants & Search Warrants

Arrest Warrants issued	140
Arraignments – # of defendants	147
Arraignments – # of charges	240
Bench Warrants issued	0
Bench Warrants served/processed	18
Search Warrants issued	11





# **FINANCIALS**

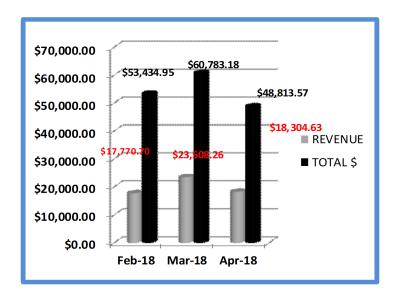
#### Revenue

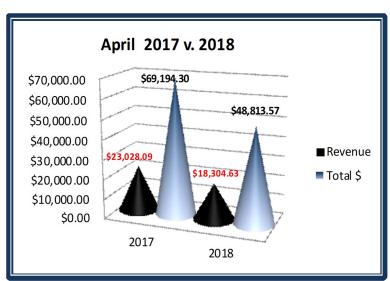
Total Revenue \$18,304.63

Sent to State Treasurer \$25,312.49

Victim Assistance Funds \$ 3,115.63

Total \$ Collected \$48,813.30





# **ACTIVITY**

- ♦ Traffic Court was held on April 4th, 11th, 18th and 25th.
- General Sessions Preliminary Hearings were held on April 6th.
- Judges training was held on April 21st.
- ♦ DV Court was held on April 12th.
- ♦ Kirsten Pressley attended the MCAA Spring Seminar in Columbia on April 13th.
- Pretrial Conferences were held on April 5th.



Category Number: VII. Item Number: E.



# AGENDA GREER CITY COUNCIL

<u>5/22/2018</u>

#### Parks and Recreation Activity Report - April 2018

#### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Parks and Recreation Activity Report Apr 2018	<sup>il</sup> 5/17/2018	Cover Memo

## City of Greer Parks & Recreation Department

#### Monthly Report for April 2018



The 5th Annual International Festival

#### "Creating Community through People, Parks and Programs"

### Department Highlights

- On April 5, Ann Cunningham and Red Watson, along with the project team from SGA Architecture, attended the PAC meeting at Greer City Hall to review plans for the Center for the Arts renovation project. The Center for the Arts Construction Project is a Design/Build project, and a Request for Qualifications for General Contractors was advertised on April 15. A mandatory pre-submittal meeting for contractors interested in the Center for the Arts renovation was held on April 12, with 13 different companies attending. This process involves city staff, architects and the general contractor working together to finalize design of the facility and park to ensure we are getting the best product for our money. All RFQs were due on April 27. On April 30, the Project Team reviewed and documented the submitted packets from eligible contractors. On May 2, the Project Team will evaluate and rate the contractors and will select contractors to interview.
- A Kids Planet Master Plan Subcommittee, comprised of city staff and consultants with Alta Planning + Design, was created that visited with children from 6 local elementary schools and gathered input as to what types of playground elements, structures and facilities they would like to have in a renovated site. A Community Drop-In was held in Greer City Hall on April 17 and the public was invited to come and give feedback as to how a new Kids Planet should be designed. Surveys were distributed throughout the city as well as through links on our website and social media. The deadline to complete all surveys is May 4.
- On April 12, Ann Cunningham, Red Watson, Travis Durham and Brian Wilson participated in a Skype meeting with Kimley-Horn and Associates, Inc, a planning, engineering, and design consulting firm, to review irrigation and landscape designs for the Downtown Streetscape Project.
- Budget preparations are underway for the department. All department supervisors/coordinators are involved in the process.
- On April 2, Ann Cunningham and Red Watson toured facilities and reviewed park properties, with South Carolina Parks Recreation and Tourism (SCPRT) staff, that were renovated/purchased with state and federal grant funds.

#### **Department Participation**

- Department staff:
  - Attended planning meetings for Freedom Blast and Greer Family Fest.
  - Participated in the annual Project Pinwheel by placing blue pinwheels in landscaped beds at Greer City Hall, Century Park, Victor Park, and the Needmore Recreation Center. Blue pinwheels are the national symbol for child abuse prevention. The purpose of Project Pinwheel is to celebrate the small things families, neighbors, and community members can do to help keep children safe.

- Participated in Hope Week 2018 during the week of April 2-6 by hosting 2 daily Basketball Camps at the Victor Gym and the Needmore Recreation Center; flower beds were planted at Needmore Recreation Center, Greer City Park and Greer City Stadium; and restrooms were painted at Victor Gym. Community Block Parties were held at Needmore Recreation Center, Victor Gym, and B.P. Edwards Park.
- Attended the second quarter Greer Recreation Association Board meeting held on April 26 at Greer City Hall. Ann Cunningham introduced the new trustee, Amanda Hopper (District 3), to the board.

## **Division Highlights**

#### **Grounds Maintenance**

- Division Staff:
  - Applied new pine straw at Country Club Road Park and new mulch at South Suber Road Park.
  - Built new landscape border rock wall at Century Park.
  - Applied stain and wood sealer to Century Park concession building stairs and deck.
  - Installed new flag pole at the Operations Center.
  - Removed Victor Gym vent insulation panels and installed fan motors.
  - Began removal of ryegrass from South Suber Road Park and Greer City Stadium.
  - Trimmed trees along Trade Street, the Depot parking lot and Greer City Park promenade.
  - Planted annuals at Barnett Bridge.
  - Acquired spring pre-emerge herbicide, fertilizer and fire ant prevention application from Wilson and Associates.
  - Continued to prepare athletic facilities for games and practices.
  - Continued to maintain parks and facilities on a rotational basis.

#### Athletics:

- FSCG Academy soccer was facilitated at South Suber Road Park and Greer City Stadium. Academy teams compete Monday, Tuesday, Thursday, and Saturday at Greer City Stadium, South Suber Road Park, and various facilities throughout the state and southeast. These teams will complete their season with State Cup tournaments in May.
- Recreational soccer practices and games were facilitated at South Suber Road Park for U6, U8, U10, and U12 age divisions. Each team played 10 regular season games.
- A spring break soccer camp was hosted at Greer City Stadium on April 2, 3 and 5 for kids ages 4-13. The soccer academy director, Anthony "Speedy" Solomon, conducted the camp along with several other members of the U18 boys' academy team. Over 50 kids attended the camp throughout the week.
- Baseball practices were facilitated at Country Club Road Park, Turner Park, Century Park, and Riverside Middle School. Opening Day ceremonies were held on April 13 at Century Park with all of the baseball and girls' softball teams in attendance. Players participated in a homerun contest during the night and teams were introduced. The Speedy Gregory Coach of the Year was awarded to Will Grugan, who opened the 2018 spring season by throwing out the first pitch. Teams took part in pictures on April 14 along with season opening games.
- Dixie Girls' Softball 8U, 10U, and 12U practices and games were facilitated at Victor Park. Teams competed against district teams from Woodruff, Byrnes and Dorman at Victor Park and Tyger River Park.
- Cory Holtzclaw attended the District 1 Dixie Youth Baseball meeting on April 6 at Belton-Honea Path
  Parks and Recreation. Representatives from throughout the upstate met to discuss the upcoming season
  and rule changes, and to select district tournament sites.
- Baseball teams attended GBC Night at Blue Ridge High School on April 10. Players were able to meet players and coaches on the high school team, take the field with them and enjoy a fun night supporting one of the local high schools. This was the second high school game that GBC teams attended as they also supported the Greer High School baseball team in March.

#### Recreation:

- On April 24, Ann Cunningham, Red Watson and Justin Miller met with Patrick Wood (Tennis Instructor, City of Greer) and Sam Crossland to discuss planning and future use of courts for shared usage between tennis and pickleball.
- 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, Tuesdays (80 participants monthly)
  - Cutlery Club Tryon Recreation Center (20 participants monthly)
  - Artifacts Club Tryon Recreation Center (74 participants monthly)
  - Pickleball Victor Gym and Tryon Tennis Courts, Mondays-Thursdays (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)
- SOAR (Seniors Out and ARound)
  - Line Dancing Classes were held on April 4, 11, 18 and 25 with an average attendance of 18 seniors.
  - Bingo was held on April 5 and April 19 with an average of 29 members in attendance.
  - On April 9, 16 SOAR members enjoyed watching "Just Getting Started".
  - Lunch Bunch enjoyed a fantastic lunch at Chicken Salad Chick, on April 13, with 13 seniors attending.
  - The monthly Potluck Luncheon was held, on April 17, with 17 SOAR members attending.
  - SOAR rounded out the month with an annual trip to Strawberry Hill USA on April 27. This was a
    great trip with 29 seniors attending.
  - The average attendance for the month was 20.
- Senior Computer classes began on April 5 with 20 seniors attending a three-week course on Thursdays at City Hall. At the conclusion of the three-week course, 20 additional seniors will enroll to complete another three-week course that will carry into the month of May.
- The Needmore Summer Camp continued accepting applications throughout the month.

#### **Cultural Arts:**

- The artwork of Jennifer Mills, local artist, was hung at Greer City Hall.
- Robin Byouk, Robbie Davis and Ashlyn Stone met with Cammy Lee at Texas Road House to discuss sponsoring summer events. Robin also met with representatives for Fox Carolina social media and The Greenville Journal about sponsorship partnering.
- The Greer Cultural Arts Council rented costumes and props to Green Charter School, Tigerville Elementary and Woodmont High School.

#### Events:

- The Events Division hosted 56 events, at which nearly 9,200 guests visited the City of Greer Events Center.
- The Parks and Recreation Department hosted the 5th Annual International Festival on April 14 at Greer City Park. This year was the biggest and most exciting yet with over 5,000 people in attendance. The Greer Cultural Arts Council provided 30 volunteers for 10 craft tables.
- The Events Division is in the process of planning for the following events:
  - Moonlight Movies on Thursdays from June 7 through July 26 at Greer City Park.
  - Freedom Blast 2018 on June 30 from 6pm-10:30pm at Greer City Park.

## **Upcoming Events**

- Tall Tale Tuesdays June-July
- Moonlight Movies June 7-July 26 (Thursdays)
- Needmore & Victor Summer Camps June 11-August 10
- Tunes in the Park/Greer Idol June 15-July 23 (Fridays)
- Freedom Blast June 30
- National Night Out August 7
- Camp ARK Performance August 10-12 and August 17-19
- Food Truck Rollout August 17
- Walk With Your Local Elected Official August 18
- Railfest September 15
- Artisan Makers Market September 29
- Food Truck Rollout October 19
- Halloween Hoopla October 27
- Walk With Your Local Elected Official November 10
- 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 Fix-it Stations 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 To Be Installed During City Streetscape Project

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

Category Number: VII. Item Number: F.



# AGENDA GREER CITY COUNCIL

<u>5/22/2018</u>

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

#### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Police Department Activity Report - April 2018	5/17/2018	Backup Material

# GREER POLICE DEPARTMENT

**April 2018 Monthly Report** 



# GREER POLICE DEPARTMENT

**April 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



Community Clean Up Day in Sunnyside

### 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	56 FT/0 PT	0	4 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	5 FT/1 PT	1	0						
<b>Animal Control</b>	1 FT	1 FT	0	0						
Total	85 FT/3 PT	77 FT/2 PT	2 FT	6 FT/1 PT						

# **Volunteer Hours**

	Citizens Academy Volunteer Hours											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly	71.25	7	95.25	66.5								
Total												
Total YTD	71.25	78.25	173.50	240								
טוז												

## **Departmental Training Report**

Month	Classes	# Of Students	# Of Class Hours	Total Training Time
Jan. 2018	9	136	40	700
Feb. 2018	8	133	41	1031
Mar. 2018	5	169	16	958
Apr. 2018	5	87	18	456
Total YTD	27	525	115	3,145

## Lt. Richardson- Administrative Division

# **Community Engagement**





Victor Community Meeting

## Lt. Kelley- Operations Division

# **Communications Center**

Dispatch and Call Frequency	Mar-18	Apr-18	% Change From Previous Month	Year to Date 2017	Year to Date 2018	% Change from previous year
Number of 911 Calls	1,300	1,200	-7.7%	5,261	4,812	-8.5%
Incoming 7-Digit Line Calls	5,508	5,090	-7.6%	20,580	20,933	1.7%
Police Calls for Service	2,941	2,680	-8.9%	8,655	10,774	24.5%
Fire Calls for Service	300	293	-2.3%	1,124	1,238	10.1%
Total Dispatched Calls	3,241	2,973	-8.3%	9,779	12,012	22.8%

# **Detention Center**

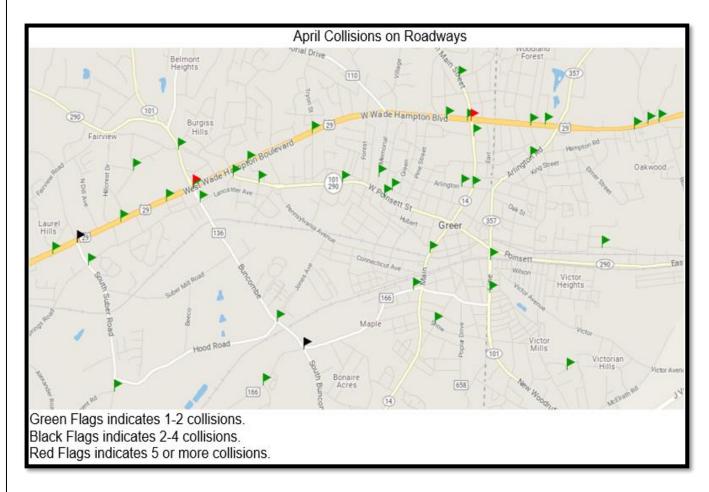
Inmate and Process Total	Mar-18	Apr-18	% Change From Previous Month	Year to Date 2017	Year to Date 2018	% Change from previous year
Number of						
Adults Processed	155	148	-4.5%	556	575	3.4%
Transported to	40	50	45.00/	404	404	0.70/
Greenville	46	53	15.2%	191	184	-3.7%
Transported to						
Spartanburg	24	24	0.0%	78	99	26.9%
Juveniles						
Processed	1	3	200.0%	20	8	-60.0%
Hours Covered						
by Patrol	60	88	46.7%	204	172	-15.7%

# Lt. Kelley- Operations Division

# **Animal Control Services**

Animal Control Activity	March 2018	April 2018	% Change From Previous Month	Year to Date 2017	Year to Date 2018	% Change From Previous Year
Calls for Service	178	152	-14.6%	663	711	13.4%
Live Dogs Picked Up	13	13	0.0%	29	51	81.0%
Live Cats Picked Up	4	1	-75.0%	28	20	-17.4%
Traps Delivered	3	6	100.0%	24	21	-16.7%
Follow Up Calls	13	11	-15.4%	53	52	10.8%
Citations Issued	0	0	0.0%	3	0	0.0%

			%	Last		%
<b>Police Patrol Activity</b>	March-18	April-18	Change	YTD	YTD	Change
Citations issued	436	333	-23.62%	2062	1568	-23.96%
Arrests	151	162	7.28%	592	580	-2.03%
<b>Incident Reports</b>	371	333	-10.24%	1187	1322	11.37%
<b>Collision Reports</b>	149	125	-16.11%	458	532	16.16%
<b>Warning Citations</b>	354	340	-3.95%	1172	1308	11.60%
Patrol Miles	33476	33075	-1.20%	131647	134303	2.02%
Warrants Served	106	143	34.91%	567	511	-9.88%



### **Area Assignments**

#### Area 1

- **Target Plaza**: In April, officers responded to fifty calls for service in the Target Plaza, thirty-six of which were proactive in nature. There were twelve property crimes in this area and twelve arrests made.
- **Piedmont Marketplace**: Piedmont Marketplace is another shoplifting hot spot with Kohl's and Tractor Supply in the plaza. There were twenty-three calls for service at this location, twenty of those being proactive in nature. A significant arrest was made this month at Tractor Supply. Officers responded to an alarm call and while on scene they observed a vehicle drive from the side of the building with a trailer. A fence was found to be cut, some burglary tools were located where the vehicle was first seen, and the trailer on the vehicle was found to be stolen from another Tractor Supply in Easley. Several felony charges were made against two individuals.
- QuickTrip: QuickTrip had seventeen total calls for service in April, thirteen of which were proactive in nature, compared to twenty-eight total calls for service in March with fourteen proactive calls. Area 1 officers, in particular, night shift officers, will have to continue to be proactive since the summer months see a larger group of teenagers hanging out in the parking lot.
- Trespassing on W. Wade Hampton Blvd: Trespassing at the businesses on US 29 has reduced significantly over the last several months. The Lowe's Home Improvement parking lot has several trucks parking there at night with people hanging out. There have not been any complaints from Lowe's about this. A manager at Starbucks has mentioned that there is a lot of trash being left in their parking lot and that they are going to hire someone to clean the lot. The manager did speak with several people about the issues and asked that we continue to monitor their lot for trespassers after the business closes at night.
- **Shoplifting Reduction Meeting**: On April 25th, Sgt. Sharratta and Cpl. Keller held a meeting with Loss Prevention officers from Wal-Mart, Target, Kohl's, and Lowe's about shoplifting. The meeting covered the state statute for shoplifting, how to build good cases, juvenile and adult prosecution procedures, and ways to communicate with each other about shoplifting subjects.

#### <u>Area 2</u>

- Walmart Area Traffic Enforcement: This project focused on conducting traffic enforcement in the area around Walmart in an effort to reduce shoplifting cases during peak times through officer presence. Officers conducted a number of traffic stops in the area, including Hampton Rd., Lorla St., and E. Wade Hampton Blvd. A majority of the offenses were for speeding violations. Most of the traffic enforcement occurred during the peak times for criminal calls for service at Walmart. While we did not see a reduction in shoplifting at Walmart this month, we will continue this project and hope that it begins to reduce the overall calls for service at Walmart.
- Northgate Manor: In April, officers continued to conduct extra patrols at Northgate Manor. In April, there were only seventeen calls for service at Northgate, fifteen of which were extra patrols. The other two calls for service were an unfounded disturbance call and a warrant service. It seems that our efforts have positively impacted this housing complex and greatly reduced calls for service. For the time being, this project is closed.

- Coffee with a Cop: Cpl. Wilson organized a "Coffee with a Cop" event at Barista Alley on April 21st 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. There were thirty to forty people that attended this event.
- Sunnyside Stakeholders Meeting: On April 30th, Sgt. Ferrell and Cpl. Wilson attended a Sunnyside Stakeholders meeting at the police department that was organized by Sgt. Smith. Prior projects conducted in the area were discussed as well as future projects. The stakeholders in attendance complimented our efforts and had very positive things to say about a stronger police presence in Sunnyside. In addition, we discussed the construction of new homes that is taking place in Sunnyside in an effort to revitalize the neighborhood.

#### Area 3

- **Beverly Apartments**: Last month, Beverly Apartments had a huge increase in Criminal Call for Service (CFS). Officers began working with management and the eviction process was started on two apartments. A strong armed robbery of a pizza delivery worker in the complex prompted Area 3 officers to conduct some directed patrol in the area to reduce calls for service at this location. A public safety checkpoint was also conducted in the immediate area that resulted in arrests being made for drug possession and for having active warrants. A stolen firearm was also recovered.
- **Lismore Park**: The Lismore Park area has generated eighteen total calls for service for this period and one incident report. Of those eighteen calls, seventeen were proactive in nature and one involved a verbal dispute. Officer Chambers routinely conducts foot patrol in this area and other Area 3 officers have increased their extra patrols in the neighborhood and have conducted traffic enforcement on Suber Road in front of the entrances to Lismore Park.

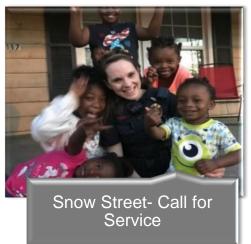
#### Area 4

- **Victor Mill Community**: On April 16<sup>th</sup>, a community meeting was held at Victor United Methodist Church. During the meeting, a resident in the area requested that a neighborhood cleanup day be made in partnership with the police department. Officer Cooper has also initiated a SARA project in this community in reference to the poor lighting in the neighborhood and the propensity for crime in that area. Several other area officers have conducted extra patrols in the area to find streetlights that are not operating and a list of those were turned in to CPW.
- **Future Plans**: It has been noted that there has been a slight increase in calls in the Drummond Village area. There have been multiple calls for fights/assaults, shots fired, larcenies, and numerous community related calls. Officers plan to conduct extra patrols in the area in an attempt to identify the people in the area who are causing the issues.

## **Patrol Community Engagement**





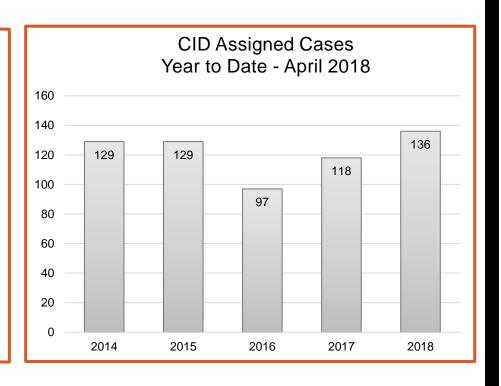


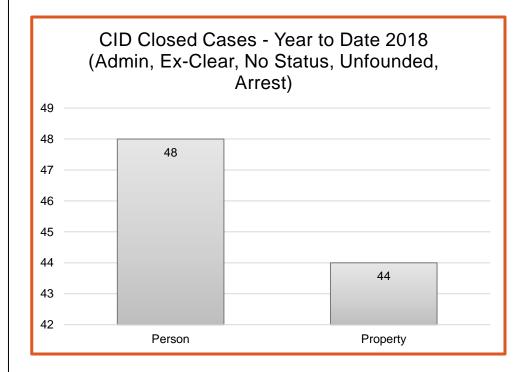




#### **Cases Assigned YTD**

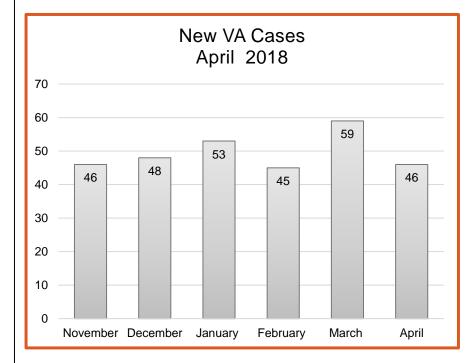
There were a total of 35 new cases assigned to CID in April 2018. This brings the total number of cases assigned this year to 136, which is the highest number of assigned cases YTD in the past 5 years. The average number of cases assigned through March in the past five years is 122. 9% more cases have been assigned in 2018 than the average for the past five years.





## 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 92 cases in 2018, which is 71% of the total cases assigned.

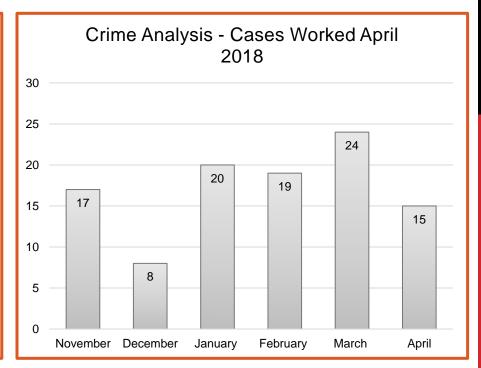


## New Victim Advocate Cases

The number of new victim advocate cases in April decreased significantly since March. 46 is slightly lower than the six-month average of 50 new cases assigned. Interim VA Chandler is handling all new cases and maintaining previously assigned cases while VA Weibel is on leave.

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

Crime Analyst Ellis spent a great deal of time in April working on officer requests for data to support community-oriented projects. Additionally, she worked 15 cases to assist both our officers and other law enforcement jurisdictions.



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

Arrests: 9 adults

**Undercover Operations:** 4

Agency Assists: 2
Firearms Seized: 1
Money Forfeited: \$482

Search Warrants Executed: 5

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

Community Complaint: 107 Forest St. (Liquor House)

Due to multiple community complaints of a liquor house operating at 107 Forest St. in the Needmore Community, Vice did a trash recovery operation in an effort to solidify PC for a search warrant of the address. The trash recovery yielded evidence of alcohol sales. That evidence, combined with other articulable facts, led to the acquisition of a SW. On 04/25, the search warrant was executed. During a search of the house, evidence of unlawful alcohol sales were seized to include hundreds of alcohol containers, serving equipment, records of sales, and a stocked cash register. The homeowner, Horace Glenn, admitted to selling alcohol without a license and he was issued a citation for operating a business without a license.

: Two undercover buys from led to the acquisition of arrest
warrants. Vice located and arrested him on the active warrants. Search incident
to arrest yielded a loaded firearm, 28 grams of powder cocaine, 5 grams of crack
cocaine, and schedule II pills. Dodd consensually forfeited \$315 and was charged
with: Trafficking Cocaine 3rd, PWID Crack 3rd, Distribution of Crack 3rd, Possession of
Schedule II 3 <sup>rd</sup> , and Possession of a Weapon During a Violent Crime, and Unlawful
Carry of a Pistol. This is a significant arrest for Area ■ and the
is still in under no bond.





### CID TRAINING/OTHER

- CID was "called out" a total of 25.5 hours.
- Investigators spent a total of 17 hours in court.
- Det. Bash attended a one-week Sniper class in Michigan.
- Det. Hemric served as a guest driving instructor for a week at SCCJA.
- VA Chandler went to a Victim's conference in Columbia and became a fully certified victim advocate in the State of SC.

Category Number: VII. Item Number: G.



# AGENDA GREER CITY COUNCIL

<u>5/22/2018</u>

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

## **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Public Services Activity Report Apr D 2018	5/17/2018	Exhibit



**TO:** ED DRIGGERS, CITY ADMINISTRATOR

TAMMY DUNCAN, CITY CLERK

FROM: PUBLIC SERVICES DEPARTMENT

**SUBJECT:** ACTIVITY REPORT FOR APRIL 2018

**DATE:** MAY 16, 2018

The Public Services Department submits the following activity for April 2018.

The Garbage Landfill section has been updated.

### **GARBAGE LANDFILLED**

**APRIL** 

(SPARTANBURG 425.29 Tons – GREENVILLE 590.91 Tons)

GRAND TOTAL (Both Cnty's) 1016.20Tons

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

Spartanburg 4,395.51 Tons - Greenville 5,059.41 Tons

Total both Cnty's 9,454.92 Tons

## **CARTS DELIVERED**

**NEW HOME CARTS: 30 REPLACEMENT CARTS: 16** 

**RECYCLE BINS: 51 CART REPAIRED: 24** 

YARD WASTE CARTS: 2 LEGAL EXTRA CARTS: 1



Recycle Center

**RECYCLING CURB** 

Total Collected Center 14.06 Tons Total Collected Curbside: 48.24 Tons

**Total Collected Curbside & Center: 62.30 Tons** 

## **VEHICLE MAINTENANCE SHOP**

FULL SERVICE OIL/FILTER: 16 MISCELLANEOUS JOBS: 39

TIRES REPLACED: 14 ROAD CALLS: 1

TIRES REPAIRED: 1 BRAKE JOBS: 2

MAJOR REPAIRS: 9 MINOR REPAIRS: 25

BATTERIES REPLACED: 2 ROTORS TURNED: 2

## **Public Service Crew**

Public Service crew hauled 2 loads of construction material to the landfill. Hauled 3 loads of E-Waste to the landfill. Cut a tree, and removed it from the street at Mount Vernon, on overtime using two employees. Replaced 254 feet of sidewalk on Trade Street. Skipper, and 3 employees worked on Saturday April 28<sup>th</sup> for the Spring Cleanup Day. We also cleaned up the downtown area for the Family Fest.

## **Storm Drains and Catch Basins**

Ran camera threw drain lines on Snow Street with the camera van.

Jetted storm drain lines on Snow Street, Palmer Street, and Mount Vernon Circle.

Also cleaned the leaves and debris off numerous storm grates around the city due to pollen tags falling, and large amounts of rain.

## **Street Sweeper**

We ran the street sweeper 17 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 71 green carts, and delivered 21 recycle bins.

## **Signs**

Repaired, or replaced 5 street signs, 1 advanced R/R crossing sign, and 2 speed limit signs.

## **POTHOLES**

Patched several potholes in the following locations in April, 11<sup>th</sup> Street, Brushy Creek Road, West Phillips, Westmoreland, Snow Street, Bobo Street, and Carey.

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

Cut the grass in the cemetery's, 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 Wood Street, Jackson Street, Marion Street, Green Street, Harris Street, Hampton Road, 12<sup>th</sup> Street, and 25<sup>th</sup> Street.

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

Ran both bushogs on the city right of ways throughout the city for 18 days. Cut back overgrowth near the approach of the Rail Road Crossing on School St. Also cut back overhanging branches on Stop Sign right of ways 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.

Replaced light fixtures, florescent bulbs, and ballast at the Greer Relief.

Repaired the roof at the Museum.

Repaired the vanity on the 3<sup>rd</sup> floor of City Hall.

Replaced ballast, and bulbs at the Cannon Centre.

Replaced the exit light at the Museum.

Replaced the wall pack light at the Victor Gym.

Oversaw the contractor that covered the parapet walls with metal flashing to stop water leaks, at the Cannon Centre.

Oversaw the plumbing contractor doing the plumbing prep work for the new kennel.

Oversaw the installion of the grading, and concrete pad as it was installed for the new kennel.

Oversaw the setup of the new kennel, after it was delivered.

Oversaw the conduit being installed for fiber optics at the kennel.

Category Number: VII. Item Number: H.



# AGENDA GREER CITY COUNCIL

<u>5/22/2018</u>

## Website Activity Report - April 2018

## **ATTACHMENTS:**

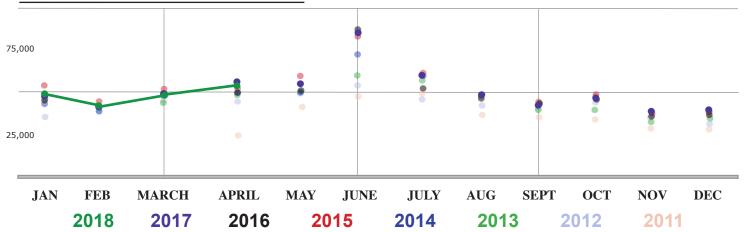
	Description	Upload Date	Type
ם	Website Activity Report - April 2018	5/17/2018	Backup Material



## **City of Greer Website**

## **April 2018 Monthly Report**

## **Total Page Views by Month**



## Daily sessions at www.cityofgreer.org

## April 1-30, 2018



## Visitors to www.cityofgreer.org

Total Sessions: 19,296 from 54 countries

New Visitors: 11,471 (74.8 %) Returning Visitors: 3,870 (25.2 %)

## Retention

Monthly Page Views: 52,514 Avg Pages per Session: 2.72

Average Time per Session: 1 minute, 53 seconds

## **Mobile Site Statistics**

Total Sessions: 1,946 from 16 countries

Monthly Page Views: 9,893

Call Clicks: 22 Map Clicks: 28

## **Traffic Sources**

Search Engines 75.3 %
Direct Traffic: 12.5 %
Social/Other: 12.2 %

## **Most Viewed Pages**

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

Category Number: IX. Item Number: A.



## AGENDA GREER CITY COUNCIL

5/22/2018

## **Second and Final 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	5/18/2018	Ordinance
D	Ord 13-2018 Exhibit A Agreement	5/18/2018	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.

	Richard W. Danner, Mayor
ATTEST:	
Tammela Duncan, Municipal Clerk	
Introduced by: Councilmember Judy Alber	t
First Reading: April 24, 2018	
Second Reading: May 8, 2018	
Approved as to form:	
Daniel R. Hughes	s, 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:

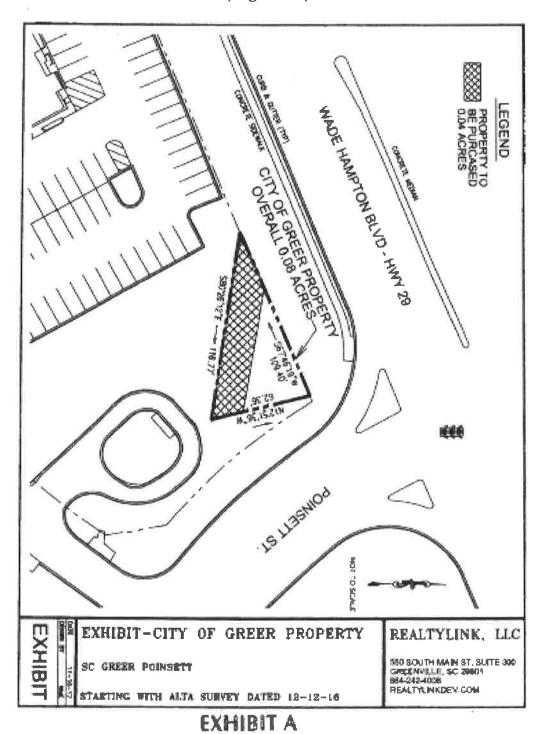
All that certain piece, parcel, or tract of land, in the County of Greenville, State of South Carolina, being shown as containing 0.07 acres, according to a plat prepared by Sinclair & Associates, Inc., entitled "Surveyed for City of Greer", dated 6/10/16, and recorded in Plat Book [246], at Page [95], 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: X. Item Number: A.



## AGENDA GREER CITY COUNCIL 5/22/2018

## **Request for Quotes - Center for the Arts**

## **Summary:**

RFQ results will be presented for the renovation of the Center for the Arts facility and park. Approval is requested to enter into negotiations with the top ranked construction firm to establish a Guaranteed Maximum Price Contract for the project. (Action Required)

Ann Cunningham, Director of Parks and Recreation

#### **ATTACHMENTS:**

	Description	Upload Date	Type
ם	Request for Quotes - Center for the Arts	5/17/2018	Backup Material

## CITY OF GREER - RFQ for Center of the Arts

## **CITY OF GREER - Contractor Interviews**

## Monday, April 30, 2018 9:00am

## Friday, May 18, 2018 8:00am

Bid No.	Contractor Name	Paperwork y/n	Bid Bond y/n	Business License y/n	Liability Insurance	Bid Amount
1	Sossamon Const.	V			$\checkmark$	
2	Clayton Const.	V			$\checkmark$	
<mark>3</mark>	Hood Const.	V			$\checkmark$	
4	Mar Const.	V			$\checkmark$	
5	Spratlin & Son	V			$\checkmark$	
<mark>6</mark>	Harper Const.	V			$\checkmark$	
7	Hogan Const.	V			V	
8						

Highlighted numbers were selected for contractor interviews

Category Number: X. Item Number: B.



# AGENDA GREER CITY COUNCIL

<u>5/22/2018</u>

## First Reading of Ordinance Number 15-2018

## **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 15-2018	5/17/2018	Ordinance
D	Ord 15-2018 Exhibit A Agreement	5/17/2018	Exhibit
ם	Ord 15-2018 Plat	5/17/2018	Backup Material

#### **ORDINANCE NUMBER 15-2018**

## 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 9.30-acre tract of land on Biblebrook Drive and Palmetto Valley Drive known as "Ozella's Ridge" and identified as Tax Map No. 5-13-00-002.06 within the city limits of Greer, County of Spartanburg (hereinafter "Property").

**WHEREAS**, the City of Greer received its interest in the property by way of a deed dated January 31, 2011, and recorded February 11, 2011 in the Spartanburg County Register of Deeds Office, in Deed Book 97-V at Page 494.

**WHEREAS**, the previous owner of the Property failed to complete development of the Property as a residential subdivision.

**WHEREAS**, the City is desirous to convey the Property to a new developer who will build homes and finish the roads in the subdivision.

**WHEREAS**, the development of the Property will generate tax revenue for the City of Greer and increase the property values of surrounding properties.

**WHEREAS**, the City of Greer is desirous to convey the property to Crown Properties, LLC according to the terms of the contract attached hereto as Exhibit "A," the contents of which are incorporated herein as if set forth fully.

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

**WHEREAS**, the Mayor and City Council find that it is in the best interest of the City of Greer to convey the property to Crown Properties, LLC according to the terms of the contract dated March 23, 2018 and attached hereto as Exhibit "A."

**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 deeds to convey any and all interest the City may have in the Property as set forth in the attached contract.

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.

	Richard W. Danner, Mayor
ATTEST:	
Tammela Duncan, Municipal Clerk	
Introduced by:	
First Reading: May 22, 2018	
Second Reading:	
Approved as to form:  Daniel R. Hug City Attorney	, , 1

STATE OF SOUTH CAROLINA	)	
	)	CONTRACT FOR SALE AND PURCHASE OF
COUNTY OF GREENVILLE	)	COMMERCIAL REAL ESTATE

THIS DEVELOPMENT AGREEMENT AND CONTRACT is made and entered into as of this 23 day of March , 2018, by and between City of Greer, South Carolina, whose address is 301 East Poinsett Street, Greer, South Carolina 29651, (hereinafter referred to as "Seller"), and Crown Properties, LLC, whose address is 4113 E. North Street, Greenville, SC 29615, (hereinafter referred to as "Purchaser"). The "Effective Date" of this Contract shall be that date of the last signature to the contract.

#### WITNESSETH:

WHEREAS, Seller is the owner of certain land identified as a 9.30 acre tract of land located on Biblebrook Road known as "Ozella's Ridge" and identified as Tax Map No. 5-13-00-002.06 within the city limits of Greer, County of Spartanburg (hereinafter "Property"); and,

WHEREAS, in order to facilitate the residential development of the Property, Seller has agreed to convey the Property to Purchaser as provided for herein; and,

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100ths (\$10.00) Dollars and the mutual promises and covenants contained herein, the parties hereto agree as follows:

- 1. <u>Purchase Price and Terms</u>. The Seller agrees to convey the real property and any improvements thereto (hereinafter described as the "Property") for a purchase price of One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00), plus Purchaser's closing costs, to be paid by certified funds at closing.
- 2. <u>Real Property</u>. This contract covers the real estate described on the attached "Exhibit A".

#### SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

- 3. <u>Deed, Encumbrances, and Access</u>. The Seller will convey title to the Property described hereinabove to the Purchaser by a Non-Warranty Deed, subject only to the exceptions described on any exhibit hereto, or as set forth hereinafter, collectively referred to as the "Permitted Title Exceptions", in substantially the form attached hereto as Exhibit C. Any discrepancy between the description of the Property in the deed from Seller's immediate grantor and in the Survey shall be quitclaimed by Seller, subject to the "Permitted Title Exceptions". The Purchaser agrees to accept the Property subject to existing zoning and building or health ordinances, laws and regulations. Seller represents that, to the best of its knowledge, there is legal ingress and egress to the Property by way of a public roadway.
- 4. <u>Survey</u>. This Contract is contingent upon Purchaser acquiring, within thirty (30) days of the Effective Date, at its expense, a subdivision plat of the Property in recordable form

and prepared by a registered South Carolina Land Surveyor. The plat shall indicate the exact total acreage and square footage of the Property, the boundaries, dimensions and location of which shall be subject to the approval of Seller, which shall not be unreasonably withheld or delayed.

- 5. <u>Title Insurance</u>. Seller agrees that Purchaser must be able to obtain a current title commitment from a national title insurance company to insure good and marketable fee simple title, free and clear of all liens and encumbrances with the exception of the Permitted Title Exceptions. Purchaser shall obtain said title commitment within thirty (30) days of the Effective Date. Seller shall furnish the title insurance company with such affidavits and other documentation as the title insurance company shall reasonably require for the purpose of eliminating the so-called "standard exceptions" from the title insurance policy.
- 6. <u>Proration</u>. All assessments, property taxes and rents on the Property shall be prorated as of the date of final closing. There are no special assessments presently levied against the Property. For the purposes of prorations, a 365-day calendar day period will be used in making calculations. Tax prorations pursuant to this Contract will be based on the taxes of record for the current year if known, or if unknown, then based upon the prior year's taxes. No adjustments to prorations shall be made after closing.
- 7. <u>Purchaser's Default</u>. If the Purchaser shall be in default under this Contract and such default shall continue for a period of ten (10) days after written notice to Purchaser, then Seller may declare this Agreement terminated, in which event Purchaser shall pay all title charges incurred, including attorney fees, and thereafter the parties shall be released from any further obligations hereunder.
- 8. <u>Seller's Default</u>. Upon default of the Seller, the Purchaser may elect to terminate this Agreement. In the event Seller defaults and Purchaser elects to terminate this Agreement, Purchaser shall be reimbursed by the Seller for all actual costs incurred in connection with this Agreement.
- 9. <u>Purchaser's Due Diligence</u>. Seller shall grant the Purchaser time to inspect the Property in order to determine its suitability for Purchaser's intended use, including any environmental testing. The commencement date for the Due Diligence Period ("Due Diligence Period") shall be the Effective Date. Seller will exercise reasonable efforts to facilitate the inspection of the Property by Purchaser. The Due Diligence Period extends forty five (45) days from the Effective Date. If it is determined within the Due Diligence Period that the Property is not reasonably suitable for Purchaser's intended use, then Purchaser may terminate this Contract provided that notice of such termination is given prior to the expiration of the Due Diligence Period.
- 10. <u>Inspection</u>. Seller shall allow Purchaser, its agents or representatives, the reasonable right to enter upon the Property for the purpose of inspecting, examining, testing, studying, and surveying the subject Property. Purchaser shall not unreasonably interfere with any uses or tenancies of the subject Property. In the event that Purchaser shall terminate this contract as provided herein, Purchaser shall restore any damage to the subject Property caused by such inspections, examinations, tests, borings or surveys at its own expense. Purchaser agrees to

indemnify and save harmless the Seller from any loss or injury to person or property occurring with respect to Purchaser's entry upon the subject Property, which loss or injury is caused by the Purchaser, its agents or representatives.

- 11. <u>Closing and Possession</u>. The closing shall take place on a date specified by Purchaser, and by the closing attorney of Purchaser's choice, which date shall be not later than fifteen (15) days from the end of the Due Diligence Period set forth in paragraph 9.
- 12. The Property is to remain in its current physical condition until any closing or conveyance contemplated herein. Until closing or conveyance, Seller shall not, without the prior written consent of Purchaser, cause any cleaning, cutting, logging, plant or tree removal, landscaping, grading or any activity on the subject Property whatsoever which would in any way affect the topography and flora and fauna located on said Property. Seller makes no representations or warranties as to the condition of the Property, and Purchaser, subject to its rights under Paragraph 10, agrees to accept the Property in "as is" condition.
- 13. <u>Representations of Seller</u>. The Seller represents and warrants to Purchaser, and (where applicable) Purchaser acknowledges the following:
- a. At the time of closing or conveyance, Seller shall have title to the Property. Purchaser acknowledges it is purchasing the Property "AS IS" as of the Effective Date and the Closing Date, and not on the basis of representations made by Seller (or anyone claiming to act on Seller's behalf) either expressed or implied other than as set forth or provided for herein. Seller hereby represents to Purchaser except as set forth to the contrary herein or on any exhibit hereto, which representations shall be deemed made by the Seller to Purchaser also as of the Closing Date, defined herein, as follows:

At the Closing, defined herein, Seller will have and will convey by Non-Warranty Deed in recordable form to Purchaser title to the Property, and any discrepancy between the description of the Property in the deed from Seller's immediate grantor and in the Survey shall be quitclaimed by Seller, subject to the "Permitted Title Exceptions. During the term of this Contract, Seller shall not take any action which will adversely affect title to or the condition of the Property.

- b. Seller and Purchaser have all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of Seller and Purchaser and is enforceable against Seller and Purchaser in accordance with its terms.
- 15. Notwithstanding anything to the contrary contained herein, subject to Purchaser's rights set forth in this Contract, Purchaser accepts the Property "as is" and "where is," subject to the risks of all defects and conditions. Purchaser acknowledges that it has had an opportunity to inspect the Property and will be relying on such inspections. Seller has not made and does not make any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the Property, the suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, or any other matter affecting or relating to the Property, its development or use including but not limited to,

the Property's compliance with any environmental laws. Purchaser acknowledges that the provisions of this Contract for inspection and investigating of the Property are adequate to enable Purchaser to make Purchaser's own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance with any environmental laws. Purchaser further acknowledges that prior to any Closing or conveyance provided for herein, it will have inspected the Property or will have caused such inspection to be made and will be thoroughly familiar and satisfied therewith, and agrees to take the Property in its physical condition, "AS IS, WHERE IS, WITH ALL FAULTS" as of the date of any Closing or conveyance provided for herein, subject to the express conditions of this Contract. Seller shall not be liable or bound in any manner by any verbal or written statement, representation or information made or given by anyone pertaining to the Property, unless specifically set forth in this Contract. All of the provisions of this section shall survive all Closings or conveyances.

### 16. Representations and Warranties of Purchaser.

- a. After closing, Purchaser shall maintain the Property, grounds, and any improvements thereon, in compliance with all local ordinances.
- 17. <u>Assignments</u>. This contract may not be assigned without the written consent of all parties, which shall not be unreasonably withheld; however, if the same is assigned, then the same shall be binding on the Assignee.
- 18. <u>Notices</u>. Any notices required or allowed to be furnished pursuant to the terms hereof shall be provided to Seller and Purchaser, at the addresses set forth below. Notices hereunder shall be in writing and may be hand delivered, mailed, or delivered by overnight courier service. If mailed, such notices shall be sent by certified mail, postage prepaid, return receipt requested. The date that is three (3) days after the date of mailing shall be deemed to be the date on which the notice was given. In the case of notices given by hand delivery or overnight courier, such notices shall be deemed on the date of the actual delivery. Notices shall be sent to the addresses below or such other address as written notice of the change shall have been delivered to the other party.

Copies of all notices must be furnished to the parties and their respective attorneys at the following addresses:

#### SELLER:

#### PURCHASER:

City of Greer, South Carolina Attn: Ed Driggers 301 East Poinsett Street Greer, South Carolina 29651 Crown Properties, LLC Attn: Nicholas Franchina 4113 E. North Street Greenville, SC 29615

SELLER'S ATTORNEY: Duggan & Hughes, LLC

<u>PURCHASER'S ATTORNEY</u>: Keable & Brown, PA Attn: Daniel R. Hughes 457B Pennsylvania Avenue Greer, SC 29650 Attn: P. Ryan Brown 109 Laurens Road, Bldg. 2, Ste. A Greenville, SC 29607

- 19. <u>Closing Costs</u>. Seller shall be responsible for the costs of deed preparation, deed recording fee, and rollback taxes (if any). Seller is exempt from deed stamps as defined in S.C. Code § 12-24-10 et. seq. Purchaser shall be responsible for all other costs and fees associated with the purchase of the subject property. Each party will be responsible for the payment of their respective attorney's fees.
- 20. <u>Survival</u>. Any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 21. <u>Entire Agreement</u>. Purchaser acknowledges that he has inspected the above described Property, and this contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 22. <u>Counterparts</u>. This Contract may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Contract may be detached from any counterpart of this Contract without impairing the legal effect of any signatures thereon and may be attached to another counterpart hereof. The counterpart signatures may be transmitted by facsimile or electronic mail with such facsimile or electronic mail signatures having the same force and effect as originals.
- 23. TIME IS OF THE ESSENCE AS TO EACH OF THE TERMS AND CONDITIONS OF THIS CONTRACT.
- 24. This contract shall be construed under, and in accordance with, the laws of the State of South Carolina.
- 25. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. As used herein words in the singular include the plural, and the masculine includes the feminine and neuter genders as appropriate.
- 26. Seller and Purchaser hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party.
- 27. In addition to the acts and deeds recited herein and contemplated to be performed on or before the closing date, Seller and Purchaser agree to perform such other acts, and to execute and/or deliver such other instruments and documents as either Seller or Purchaser, or their respective counsel may reasonably require in order to effectuate the intent and purpose of this Agreement.

28. If any time period set forth herein for the performance of any obligations or the delivery of any notices ends on a day which is not a business day, then such time period shall be deemed extended to the next following business day. As used herein, a "business day" shall be any day other than a Saturday, Sunday, or legal holiday.

Elizabith Claams

WITNESSES:

PURCHASER:

SELLER:

CAROLINA

Crown Properties, LLC

By: Edward R. Driggers
Its: City Administrator
Date: 5-26, 2018

**CITY** 

OF

GREER,

SOUTH

By: Nicholas M. Franchina

## EXHIBIT "A" PROPERTY DESCRIPTION

ALL that certain piece, parcel and tract of land containing 9.30 acres, more or less, with improvements thereon lying and being on the eastern side of Biblebrook Road beginning at a point approximately 550 feet north of Sunnyglenn Drive in the City of Greer, County of Spartanburg, State of South Carolina. Such property is comprised of 22 residential lots and common area known as Ozella's Ridge.

BEGINNING at an iron pin set on the western edge of Biblebrook Road at the corner of property now or formerly of Boyce Lee Foster and running thence N. 69-16-04 E. 174.04 feet to an iron pin; thence N. 20-19-35 W. 223.81 feet to an iron pin; thence N. 73-32-37 E. 590.80 feet to an iron pin; thence S. 57-03-25 E. 66.78 feet to an iron pin; thence S. 03-11-02 E. 527.77 feet to an iron pin; thence S. 02-56-34 E. 286.53 feet to an iron pin; thence S. 78-56-39 W. 254.38 feet to an iron pin; thence N. 17-05-03 W. 337.27 feet to an iron pin; thence N. 64-28-23 E. 145.94 feet to an iron pin; thence N. 03-09-52 W. 73.22 feet to an iron pin; thence S. 64-30-20 W. 513.27 feet to an iron pin; thence N. 16-22-04 W. 161.58 feet to an iron pin; thence N. 20-19-35 W. 92.46 feet to the POINT OF BEGINNING.

DERIVATION: See deed of James A. Ballenger to Alvin Smith Enterprise, Inc. dated March 24, 2000 and recorded on March 28, 2000 in Deed Book 71-S at Page 929 in the Office of the Spartanburg County Register of Deeds. The City of Greer received this property by foreclosure deed recorded February 11, 2011 in Deed Book 97-V at Page 494.

TMS No.: 5-13-00-002.06

## EXHIBIT "B" PERMITTED TITLE EXCEPTIONS

Recorded restrictions and regulations which do not unreasonably or materially restrict Purchaser's intended use of the property.

Valid and enforceable drainage, sewer, and utility easements of the type which are normally and usually founds on commercial property, provided they do not unreasonably or materially interfere with the use of the property for development and its use.

Standard survey exceptions contained in owner's title insurance form in effect as of the date of this contract and issued by Stewart Title Guaranty Company.

#### EXHIBIT C

#### FORM OF DEED

Pre	nare	d by:
110	parci	ц оу.

GRANTEE ADDRESS:	4113 E. North Street.	Greenville.	SC29615

STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG	)	

KNOW ALL MEN BY THESE PRESENTS, that CITY OF GREER, SOUTH CAROLINA, in consideration of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto CROWN PROPERTIES, LLC, its successors and assigns, forever, Grantor's Entire Right, Title and Interest in and to the following described property:

#### SEE EXHIBIT A ATTACHED HERETO

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property. This conveyance is made and accepted subject to all matters set out herein above and in Exhibit B, attached hereto and incorporated herein by reference ("Permitted Exceptions"), but only to the extent the Permitted Exceptions are valid, existing and affect the Real Property.

**TOGETHER** with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

**TO HAVE AND TO HOLD** all and singular the Premises before mentioned unto Grantee and Grantee's heirs successors and assigns forever.

WITNESS the grantor's hand and seal	this day of	, 2018.
SIGNED, sealed and delivered in the presence of:		
	CITY	OF GREER, SOUTH CAROLINA
Witness 1	BY:	ward R. Driggers, City Administrator
		<b>X</b>
Witness 2\Notary Public	-	
STATE OF SOUTH CAROLINA	) ACKNON	WLEDGMENT
COUNTY OF	) ACKNO	MEDGMENT
I, the undersigned notary public, he Edward R. Driggers, as City Adminis this day and acknowledged the execu	trator, its duly authoriz	zed agent, personally came before me
WITNESS my hand and notarial stan	np or seal, this da	y of, 2018.
	NOTARY PUBLIC fo	r South Carolina
	My Commission Expi	res:

## **EXHIBIT** A

(Real Property legal description attached hereto)

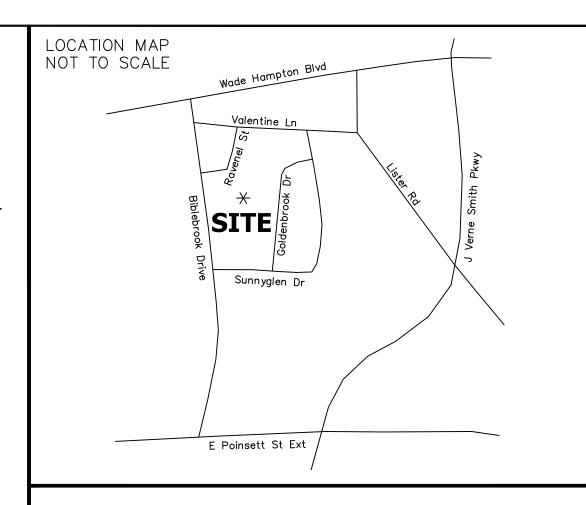
#### **EXHIBIT B**

### (Permitted Exceptions)

- 1. Recorded restrictions and regulations which do not unreasonably or materially restrict Purchaser's intended use of the property.
- 2. Valid and enforceable drainage, sewer, and utility easements of the type which are normally and usually founds on commercial property, provided they do not unreasonably or materially interfere with the use of the property for development and its use.
- 3. Standard survey exceptions contained in owner's title insurance form in effect as of the date of this contract and issued by Stewart Title Guaranty Company.



TMS 5-13-00-002.06 AREA=9.46 ACRES



## FINAL PLAT

## CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND THAT I (WE) ESTABLISH THE MINIMUI BUILDING RESTRICTION LINES, AND HEREBY DEDICATE TO PUBLIC USE AS ROADS, STREETS, AND EASEMENTS, FOREVER ALL AREAS SHOWN OR INDICATED ON SAID PLAT."

## CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS TO THE STANDARDS OF PRACTICE MANUEL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN

04-13-18	
DATE	REGISTERED SURVEYOR

S.C. REGISTRATION NO. 17933

## CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF GREENVILLE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE CITY OF GREENVILLE PLANNING COMMISSION OF GREENVILLE COUNTY, SOUTH CAROLINA, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS."

DATE	CITY ENGINEER

FILE NUMBER

# Palmetto Valley

CROWN PROPERTIES 4113 E. NORTH ST. GREENVILLE, SC 29615 (864) 322-8282

OWNER

EAS PROFESSIONALS, INC 9 PILGRIM ROAD GREENVILLE, S.C. 29607 (864) 234-7368

SURVEYOR

NO. OF ACRES: 9.46 MILES OF NEW ROAD: 22 DATE: 04–13–18

ZONED: <u>R 7.5</u>

