



**AGENDA
GREER CITY COUNCIL**

June 25, 2019

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

6:30 PM

COUNCIL REGULAR MEETING

I. PUBLIC HEARING

A. Ordinance Number 23-2019

CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2019 - 2020

**AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE
CITY OF GREER, SOUTH CAROLINA, MAKING
APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO
PROVIDE FOR AN EFFECTIVE DATE.**

II. CALL TO ORDER OF REGULAR MEETING

III. PLEDGE OF ALLEGIANCE

IV. INVOCATION

A. Councilmember Judy Albert

V. PUBLIC FORUM

VI. MINUTES OF COUNCIL MEETING

A. June 11, 2019

(Action Required)

VII. DEPARTMENTAL REPORTS

A. Building and Development Standards Activity Report - May 2019

B. Financial Activity Report - May 2019

Link to Detail Financial Reports

C. Fire Department Activity Report - May 2019

- D. Municipal Court Activity Report - May 2019**
- E. Parks and Recreation Activity Report - May 2019**
- F. Police Department Activity Report - May 2019**
- G. Public Services Activity Report - May 2019**
- H. Website Activity Report - May 2019**

VIIIADMINISTRATOR'S REPORT

- A. Ed Driggers, City Administrator**

IX. APPOINTMENTS TO BOARDS AND COMMISSIONS

- A. Board of Architectural Review**
Historian - Joada Hiatt has resigned her term expires 6/30/2021 (Action Required)
- B. Appointees to the Greenville-Spartanburg International Airport Environs Planning Commission**
Greenville County Representative
William A. (Andy) Burleigh's term expires 6/30/2019 (Action Required)

X. OLD BUSINESS

- A. Second and Final Reading of Ordinance Number 19-2019**
AN ORDINANCE AMENDING CHAPTER 54 MANUFACTURED HOUSING, ARTICLE II MANUFACTURED HOMES, SECTION 54-31 PERMIT REQUIRED, TO ELIMINATE THE ANNUAL PERMIT FEE. (Action Required)
- B. Second and Final Reading of Ordinance Number 22-2019**
AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY OLENA ELMORE LOCATED AT 317 PARKER STREET FROM C-2 (COMMERCIAL) TO RM-2 (RESIDENTIAL, MULTI- FAMILY DISTRICT). (Action Required)
- C. Second and Final Reading of Ordinance Number 24-2019**
AN ORDINANCE AMENDING CHAPTER 38 HISTORIC PRESERVATION, ARTICLE II BOARD OF ARCHITECTURAL REVIEW, SECTION 38-92 PROCESS, TO ELIMINATE THE FINAL CERTIFICATION FEE FROM THE CITY OF GREER CODE OF ORDINANCE AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE. (Action Required)
- D. Second and Final Reading of Ordinance Number 25-2019**

AN ORDINANCE AMENDING CHAPTER 14 BUILDING AND BUILDING REGULATIONS, ARTICLE I IN GENERAL, SECTION 14-8 OCCUPANCY PERMITS, TO ELIMINATE THE OCCUPANCY PERMIT FEE FROM THE CITY OF GREER CODE OF ORDINANCES AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE. (Action Required)

- E. Second and Final Reading of Ordinance Number 23-2019
CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2019 - 2020**

AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE CITY OF GREER, SOUTH CAROLINA, MAKING APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO PROVIDE FOR AN EFFECTIVE DATE. (Action Required)

XI. NEW BUSINESS

- A. First and Final Reading of Resolution Number 13-2019
A RESOLUTION DECLARING THE CITY'S INTENT TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES MADE PRIOR TO THE CITY'S CONSUMMATION OF A FEDERALLY TAX-EXEMPT FINANCING. (Action Required)
Presented by David Seifert, Chief Financial Officer**
- B. First and Final Reading of Resolution Number 14-2019
A RESOLUTION AUTHORIZING A LEASE/PURCHASE AGREEMENT, SERIES 2019 IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,810,898.00 RELATING TO THE FINANCING OF EQUIPMENT FOR MUNICIPAL PURPOSES; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS INCLUDING THE LEASE AGREEMENT; AND OTHER RELATED MATTERS (Action Required)
Presented by David Seifert, Chief Financial Officer**
- C. First Reading of Ordinance Number 26-2019
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT FREEMAN FARMS], WITH RESPECT TO INFRASTRUCTURE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE CITY; AND OTHER RELATED MATTERS. (Action Required)**
- D. Seeking Approval of Grant Application Recommendations
The Greer Accommodations Tax Committee met Thursday, June 13, 2019, to**

**discuss the applications received for grants from the State Accommodations Taxes received for fiscal year June 30, 2018. The Committee respectfully submits the attached recommendations for Council's consideration and approval. (Action required)
Presented by David Seifert.**

XII.EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

XIIIADJOURNMENT

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: IV.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/25/2019

Councilmember Judy Albert

ATTACHMENTS:

Description	Upload Date	Type
☐ Invocation Schedule	6/17/2019	Backup Material



**Greer City Council
2019 Invocation Schedule**

January 8, 2019	Councilmember Wayne Griffin
January 22, 2019	Councilmember Kimberly Bookert
February 12, 2019	Councilmember Lee Dumas
February 26, 2019	Councilmember Wryley Bettis
March 12, 2019	Councilmember Judy Albert
March 26, 2019	Mayor Rick Danner
April 9, 2019	Councilmember Jay Arrowood
April 23, 2019	Councilmember Wayne Griffin
May 14, 2019	Councilmember Kimberly Bookert
May 28, 2019	Councilmember Lee Dumas
June 11, 2019	Councilmember Wryley Bettis
June 25, 2019	Councilmember Judy Albert
July 9, 2019	Mayor Rick Danner
July 23, 2019	Councilmember Jay Arrowood
August 13, 2019	Councilmember Wayne Griffin
August 27, 2019	Councilmember Kimberly Bookert
September 10, 2019	Councilmember Lee Dumas
September 24, 2019	Councilmember Wryley Bettis
October 8, 2019	Councilmember Judy Albert
October 29, 2019	Mayor Rick Danner
November 12, 2019	Councilmember Jay Arrowood
November 26, 2019	Councilmember Wayne Griffin
December 10, 2019	Councilmember Kimberly Bookert

Category Number: VI.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/25/2019

June 11, 2019

Summary:

(Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ June 11, 2019 Council Meeting Minutes	6/19/2019	Backup Material

CITY OF GREER, SOUTH CAROLINA

MINUTES of the FORMAL MEETING of GREER CITY COUNCIL June 11, 2019

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

I. CALL TO ORDER OF THE REGULAR MEETING Mayor Rick Danner – 6:33 P.M.

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

Councilmembers Wayne Griffin and Kimberly Bookert were absent.

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 Wryley Bettis

III. INVOCATION Councilmember Wryley Bettis

IV. PUBLIC FORUM

Elisha Godfrey, 445 Alexander Rd spoke in opposition to Ordinance Number 20-2019.
Dennis Elmore, 325 Half Rock Court signed up to speak but chose not to.
Joe Clarey, 5 Parkwalk Drive spoke in opposition to Ordinance Number 20-2019.

V. MINUTES OF THE COUNCIL MEETING May 28, 2019

ACTION – Councilmember Wryley Bettis made a motion that the minutes of May 28, 2019 be received as written. Councilmember Judy Albert seconded the motion.

VOTE - Motion carried unanimously.

VI. PRESENTATION

A. David Seifert, Chief Financial Officer presented his Annual Report.

VII. ADMINISTRATOR'S REPORT

Ed Driggers, City Administrator presented the following:

Parks and Recreation – Summer Camp started yesterday; our camps are completely filled; we have 125 children participating.

Calendar Reminders:

Annual Greater Greer Chamber of Commerce Public Safety Appreciation Dinner is scheduled for Tuesday, June 18th at 7:00 pm.

Tunes in the Park are being held every Friday evening.

Moonlight Movies are being held Thursday evenings in City Park.

VIII. APPOINTMENTS TO BOARD AND COMMISSIONS

A. Board of Architectural Review

Historian – Joadia Hiatt resigned effective April 26th her term expires 6/30/2021.

No nominations were made.

B. Appointees to the Greenville Spartanburg International Airport Environs Planning Commission

Greenville County Representative William A. (Andy) Burleigh's term expires 6/30/2019.

No nominations were made.

C. Planning Commission

District 5 – Suzanne Traenkle's term expires 6/30/2019.

ACTION – Councilmember Wryley Bettis nominated Michael Wright for the District 5 seat on the Planning Commission. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

IX. NEW BUSINESS

A. First Reading of Ordinance Number 19-2019

AN ORDINANCE AMENDING CHAPTER 54 MANUFACTURED HOUSING, ARTICLE II MANUFACTURED HOMES, SECTION 54-31 PERMIT REQUIRED, TO ELIMINATE THE ANNUAL PERMIT FEE.

David Seifert, Chief Financial Officer presented the request.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 19-2019. Councilmember Judy Albert seconded the motion.

VOTE – Motion carried unanimously.

- B. First Reading of Ordinance Number 20-2019**
AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY LAVERNE MILLER, DARLENE DOCKINS, DENISE BARRETT AND JEFFERY THOMPSON LOCATED AT 3006 BRUSHY CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-12 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTY.

Steve Grant, City Engineer presented the request. A Public Hearing will be held June 17, 2019.

ACTION – Councilmember Jay Arrowood made a motion to approve First Reading of Ordinance Number 20-2019. Councilmember Lee Dumas seconded the motion.

Discussion held.

VOTE – Motion carried 3-2 with Councilmembers Bettis and Albert voting in opposition.

- C. First Reading of Ordinance Number 21-2019**
AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY ALLEN CULLUM LOCATED AT 997 AND 999 VICTOR HILL ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTIES

Steve Grant, City Engineer presented the request. A Public Hearing will be held June 17, 2019.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 21-2019. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

- D. First Reading of Ordinance Number 22-2019**
AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY OLENA ELMORE LOCATED AT 317 PARKER STREET FROM C-2 (COMMERCIAL) TO RM-2 (RESIDENTIAL, MULTI- FAMILY DISTRICT).

Steve Grant, City Engineer presented the request. He stated the Public Hearing was held May 20, 2019 and the Planning Commission recommended approval. The owner Dennis Elmore was present and spoke briefly.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 22-2019. Councilmember Jay Arrowood seconded the motion.

Discussion held.

VOTE – Motion carried unanimously.

**E. First Reading of Ordinance Number 24-2019
AN ORDINANCE AMENDING CHAPTER 38 HISTORIC PRESERVATION, ARTICLE II BOARD OF ARCHITECTURAL REVIEW, SECTION 38-92 PROCESS, TO ELIMINATE THE FINAL CERTIFICATION FEE FROM THE CITY OF GREER CODE OF ORDINANCE AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE.**

Steve Grant, City Engineer presented the request.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 24-2019. Councilmember Judy Albert seconded the motion.

VOTE – Motion carried unanimously.

**F. First Reading of Ordinance Number 25-2019
AN ORDINANCE AMENDING CHAPTER 14 BUILDING AND BUILDING REGULATIONS, ARTICLE I IN GENERAL, SECTION 14-8 OCCUPANCY PERMITS, TO ELIMINATE THE OCCUPANCY PERMIT FEE FROM THE CITY OF GREER CODE OF ORDINANCES AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE.**

Steve Grant, City Engineer presented the request.

ACTION – Councilmember Jay Arrowood made a motion to approve First Reading of Ordinance Number 25-2019. Councilmember Wryley Bettis seconded the motion.

VOTE – Motion carried unanimously.

**G. First Reading of Ordinance Number 23-2019
CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2019 - 2020
AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE CITY OF GREER, SOUTH CAROLINA, MAKING APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO PROVIDE FOR AN EFFECTIVE DATE.**

Ed Driggers, City Administrator presented the proposed 2019-2020 Budget. The proposed budgets are balanced and do not require an increase to our mileage rate. There are minor changes in the Comprehensive fee schedule. 2019-2020 proposed Budget is \$28,379,427.00. Mileage rate is 97.8 mills. 14.79 mills are required for satisfaction of debt service. 83.01 mills are required for general operations of the city. Estimated value of 1 mill is \$143,006.00. This proposed budget has an increase of 8.51% from last year. There are 7.5 FTEs (Full Time Equivalent) positions. The budget transmittal letter from Mr. Driggers is attached.

ACTION – Councilmember Jay Arrowood made a motion to approve First Reading of Ordinance Number 23-2019. Councilmember Judy Albert seconded the motion.

Lengthy discussion held. Ed Driggers, City Administrator and David Seifert, Chief Financial Officer answered questions.

VOTE – Motion carried unanimously.

X. EXECUTIVE SESSION

Mayor Danner stated an Executive Session was not needed.

XI. ADJOURNMENT

8:04 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, June 7, 2019.

Category Number: VII.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/25/2019

Building and Development Standards Activity Report - May 2019

ATTACHMENTS:

Description	Upload Date	Type
▣ Building and Development Standards Activity Report - May 2019	6/17/2019	Backup Material



City of Greer

Building & Development Standards

Monthly Report

May 2019

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 **five** cases in May:

AN 2019-05	5251 Wade Hampton Blvd	Annex Zone to C-3
AN 2019-06	0 Skyline Way	Annex Zone to C-3
AN 2019-08	Freeman Farm Rd -3 parcels	Annex Zone to I-1
RZ 2019-08	317 Parker St	Rezone - C-2 to R-M2
RZ 2019-09	Freeman Farm Rd	Rezone- C-3/I-1 to R-7.5

Board of Zoning Appeals

The Board of Zoning Appeals did not review any cases in May.

Board of Architectural Review

The Board of Architectural Review did not have any cases for review in May.

Planning Advisory Committee

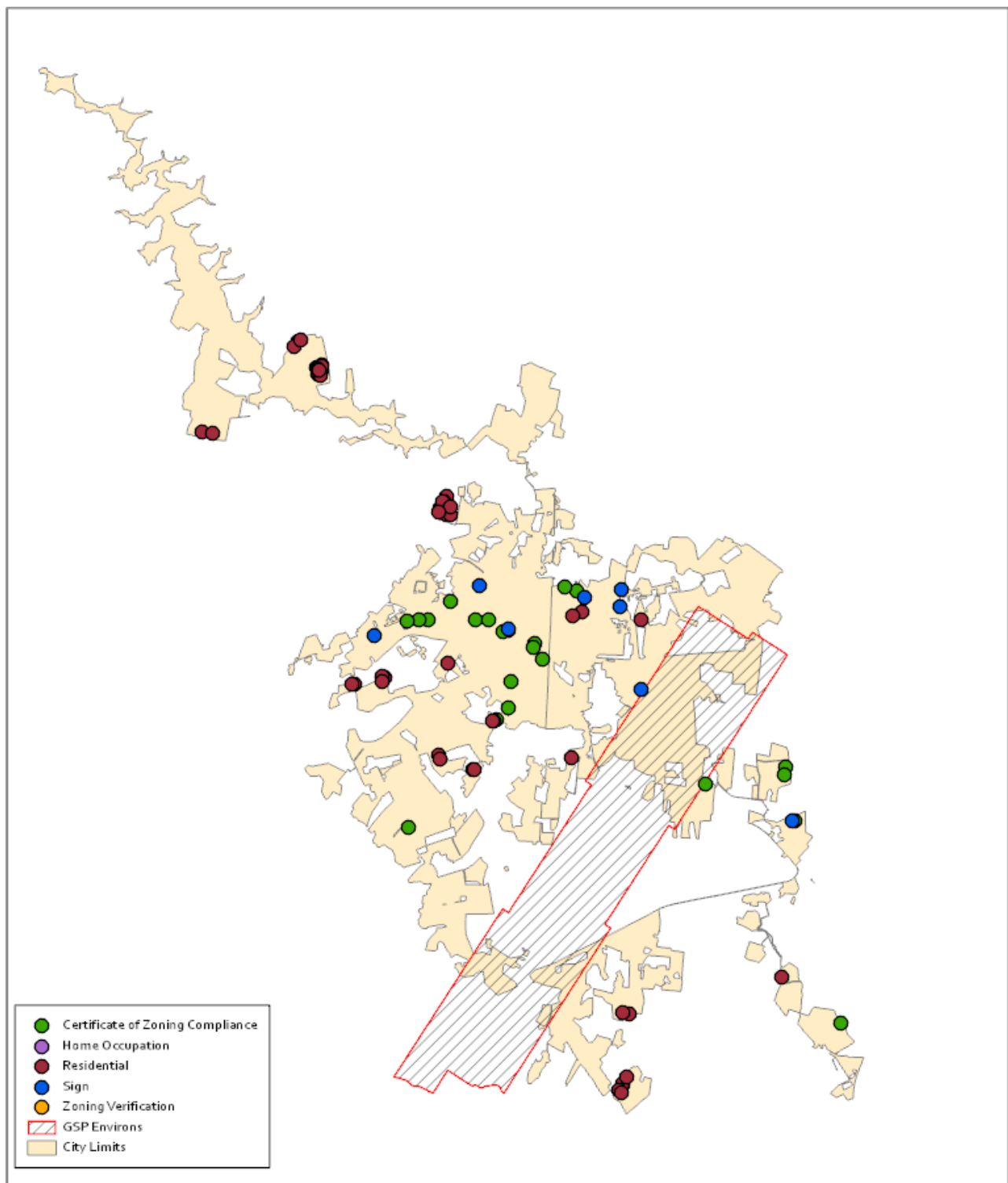
The Planning Advisory Committee reviewed two projects in May:

COM 2019-10	Niftylift	Commercial Warehouse/office
COM 2019-11	Freeman Farm Development (Becknel)	Commercial Warehouse/office

Permits for the month of May included 59 residential reviews, 24 commercial projects, and 8 signs.

Planning & Zoning Summary

PERMIT TYPE	TOTAL CASES	TOTAL CASES
	May	2019
BZA: Residential	0	1
BZA: Commercial	0	7
Planning Commission	5	25
Planning Advisory Committee	2	12
Board of Architectural Review	0	2
TOTAL	7	47



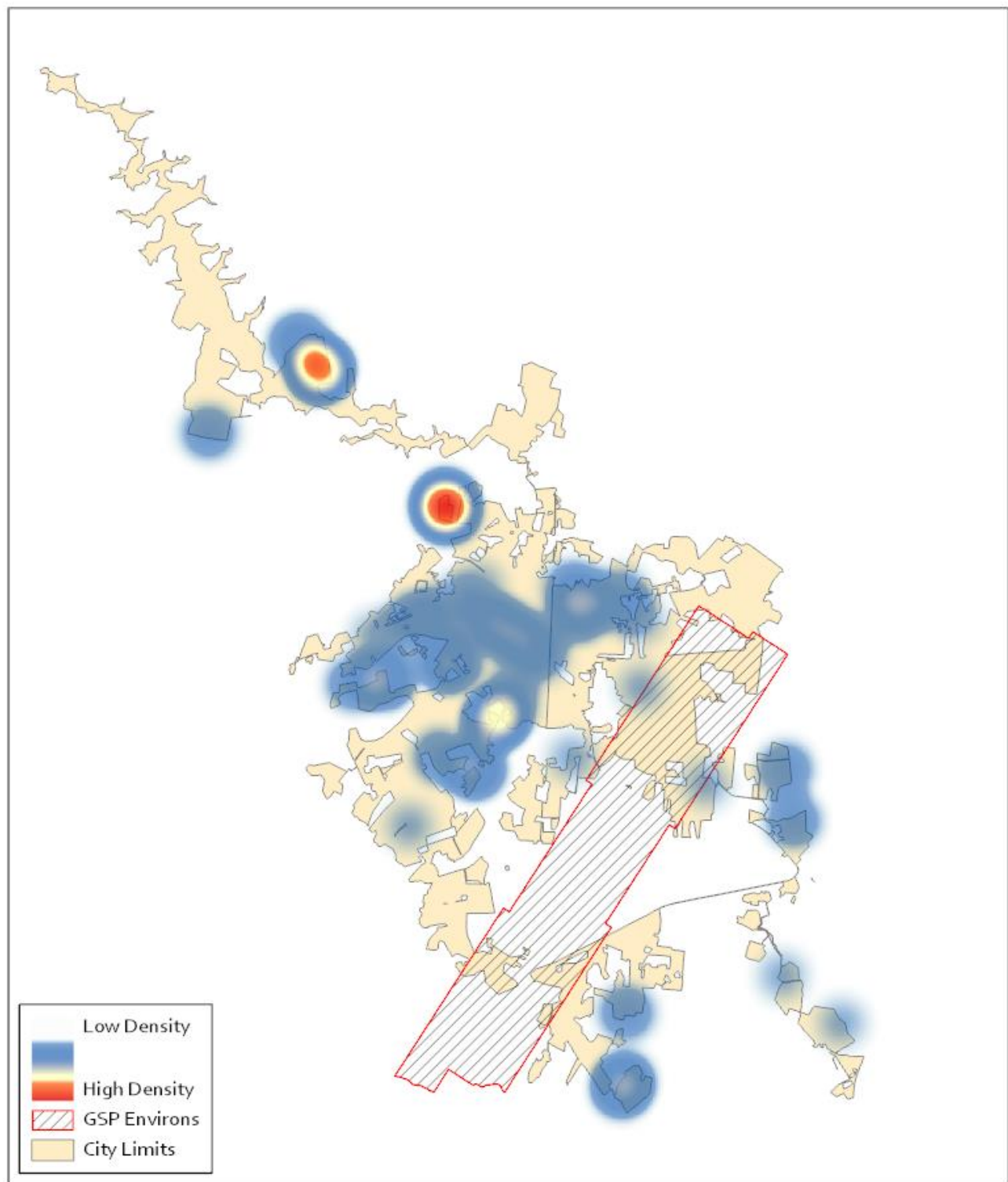
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Permits Collected

May 2019

0 0.5 1 2 Miles

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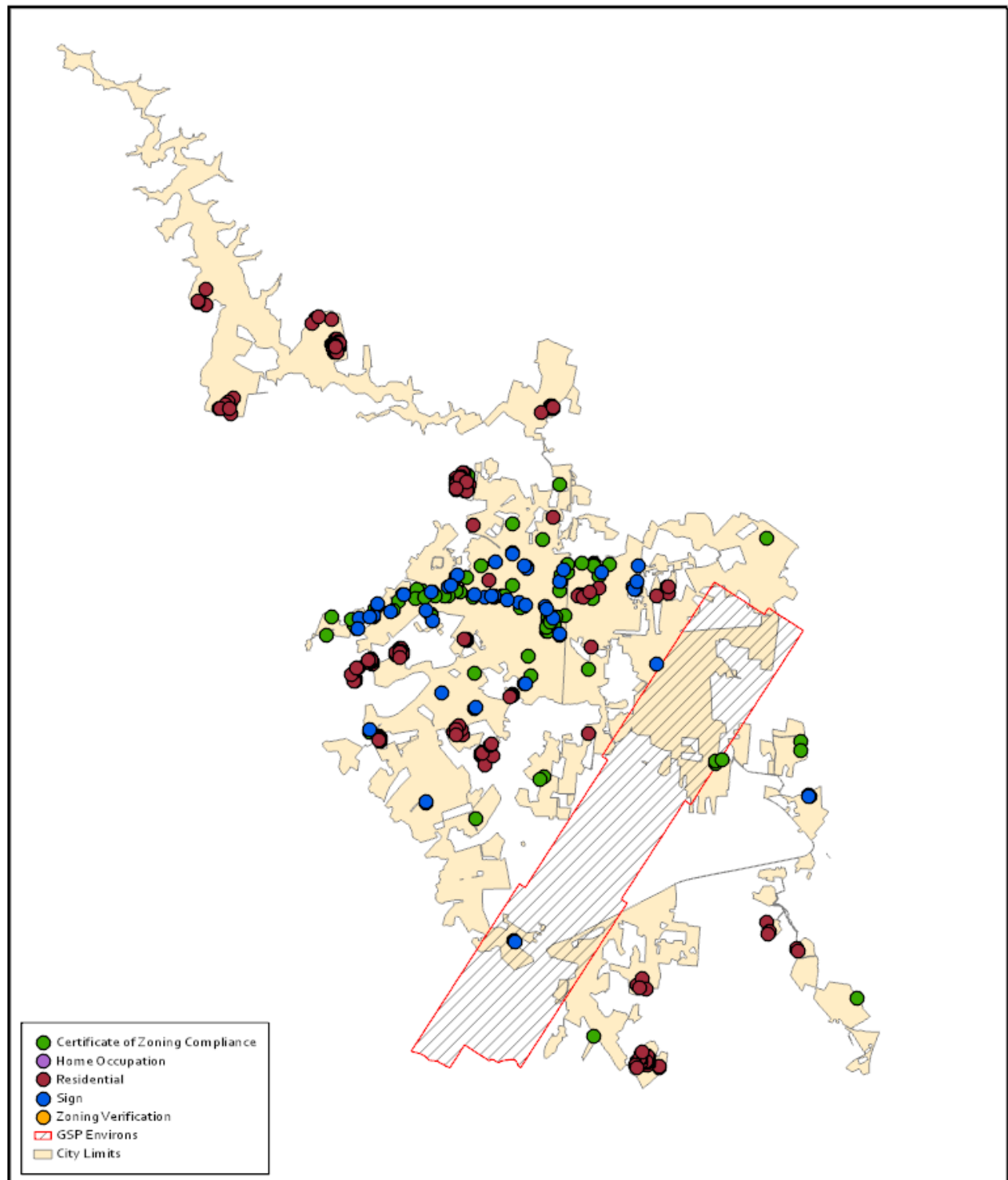
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Permits Collected

May 2019

0 0.5 1 2 Miles

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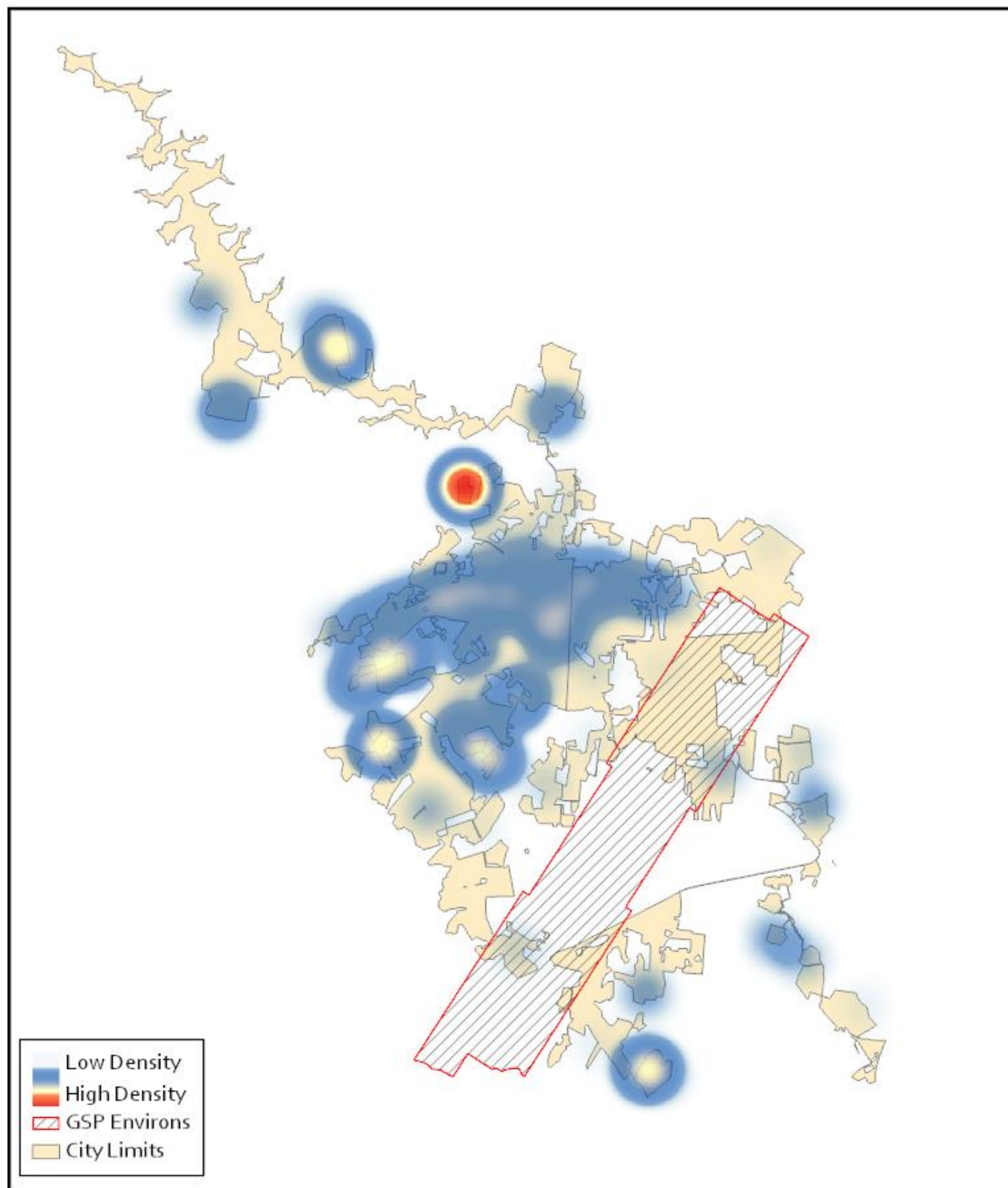
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Permits Collected Year to Date

May 2019



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Permits Collected Year to Date

May 2019

0 0.5 1 2 Miles

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GIS May 2019 Monthly Report

- Attended Ten at the Top Air Quality meeting to hear updates on air quality in the area and initiatives to continue to pursue reduced emissions
 - Included this data in the natural resources section of the comp plan
- Created annexation and rezoning maps for Ord16-2019, 17-2019, 18-2019
- Fire Department Project: calculated how many addresses and building footprints were present in the Pelham Batesville service area for Chief Flowers to use in a meeting
 - Hand digitized 500+ polygons to ensure accurate calculations
 - Calculated the square mileage for two different service areas
 - Created 3 maps displaying results
- Analyzed data and created maps for Greer Relief to help them determine where their aid recipients live and where their new location should be
- Routine data updates for addresses, storm drains, streets etc.
- Comprehensive plan writing

Engineering & Stormwater

CITY ENGINEER – Steve Grant

Ongoing Engineering Projects:

- Road Improvement Program – defining program details
- Downtown Streetscape project – Site visits, inspections and coordination
- Trakit Project Management Software – On site training, testing (3-5 hrs/wk)
- Executive Drive Stormdrain failure – Design underway
- US 29 Accel/Decel lanes – Design underway
- Hotel/Parking Deck project – meetings, monitor demo
- Recycle Center Upgrade Phase 2 – Evaluating scope (temp on hold)
- Lemon Creek speed humps – planning (on hold)
- CSX Railroad Bridge at Biblebrook Rd – Preliminary evaluation complete – 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:

- Hartwood Lake – sidewalk inspection
- Brentwood – sidewalk inspection
- Cypress Landing – sidewalk inspection
- Toyota site - inspection
- Nifty Lift – plan review
- Affordable Suites – plan review
- Sudduth Farms – storm drain inspections/CCTV
- Bennett Bldg – renovations meeting
- Suber Branch Townes – plan review
- GME Residency - plan review
- Chili's – plan review
- Netzero – final plat review
- Hampton Inn – pre-con
- Lear Seating addition – meetings
- Fairfield Inn – plan review

Other:

- PAC site reviews (2)
- Drone research
- Budget tweaks
- SCSPE Planning Retreat – Columbia
- Foxfield Way – paving complaint
- Meeting w/ Great Southern Homes new PM
- New Flood Map review
- Tryon Center layout with Dan Fowler
- Met w/ CPW pipe issue at city stadium
- Met w/ Skipper on street light complaint
- Sidewalk process changes
- Concrete road discussions with JA
- Synterra lunch and learn
- Road complaint at Richglen
- AT&T box issue at Arts Center with Ann

STORMWATER MANAGER – (Robert Roux, Assistant City Engineer)

Construction/ Post-construction Program - Plan Reviews, Pre-construction meetings, & Project Closeout Inspections (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	# Lots/Units
Commercial	Niftylift	NA
Commercial	Chili's	NA
Commercial	Lear Corporation Building Expansion	NA
Commercial	Fairfield Inn & Suites	NA

Plan Reviews			
Development Type	Project Name	Review Type	# Lots/Units
Residential	Suber Branch Ph. 1	Follow up	55
Commercial	GME Residency	Initial	NA
Commercial	GME Residency	Follow up	NA
Commercial	Affordable Suites	Initial	NA
Commercial	Affordable Suites	Follow up	NA
Commercial	Niftylift	Initial	NA
Commercial	Niftylift	Follow up	NA
Commercial	Chili's	Initial	NA
Commercial	Lear Corporation Building Expansion	Initial	NA
Commercial	Fairfield Inn & Suites	Initial	NA

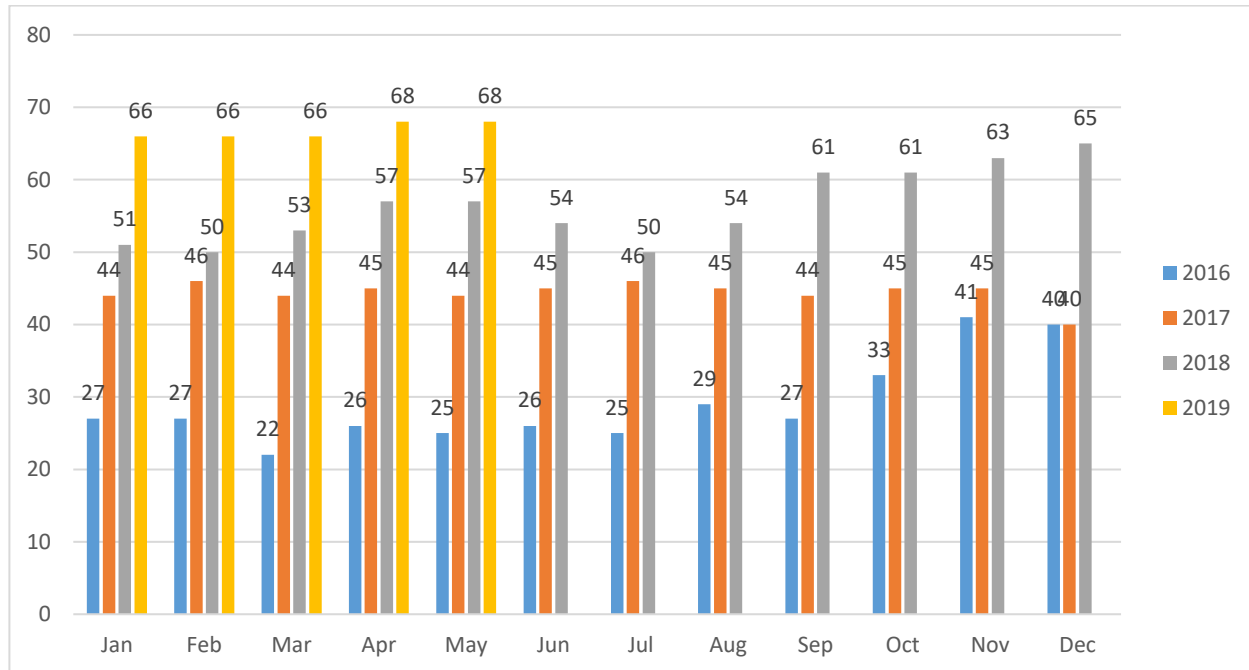
Pre-Construction Meetings		
Development Type	Project Name	# Lots/Units
Commercial	Project O'Hare	NA
Commercial	Project O'Hare Utilities	NA
Commercial	Hampton Inn	NA

2019 Stormwater Summary January 1 st through May 31 st , 2019		
Projects Submitted	Plan Reviews	Preconstruction Meetings
16	50	11

Historical Project Submittals	
Year	Projects Submitted
2019	16
2018	46
2017	37
2016	41
2015	35
2014	34

STORMWATER INSPECTION: Anthony Copeland

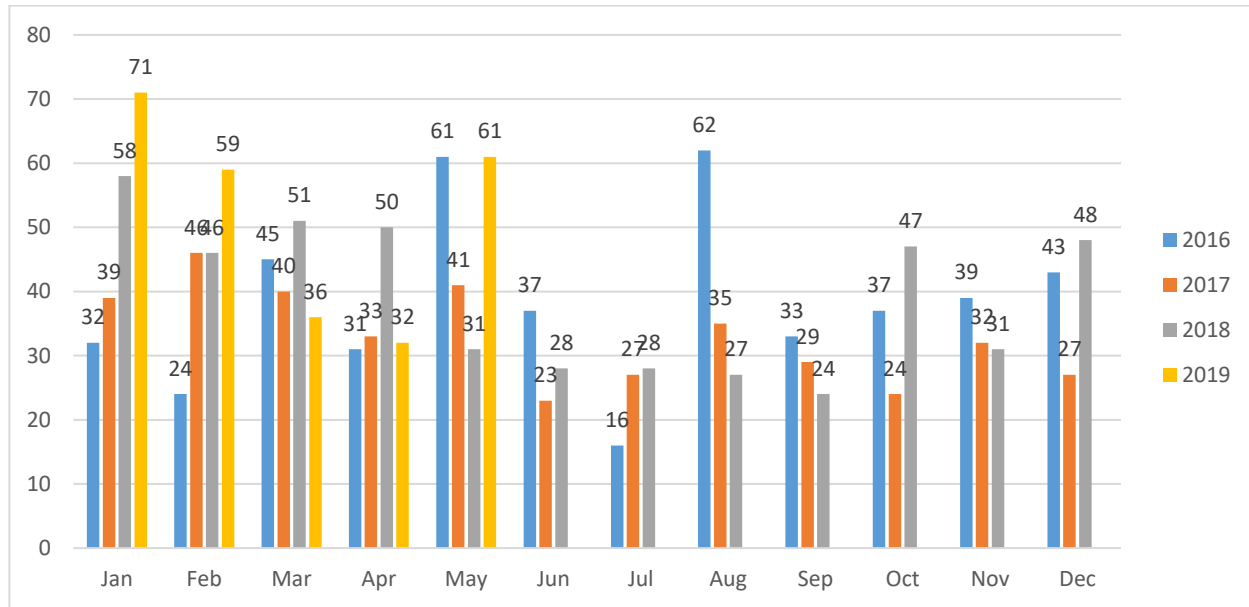
68 Active Site Inspected (Per Month)



1. Jones Creek Gardens	2. Le Jardin Subd.	3. Crosswinds Subd.
4. Belshires Subd. Ph-2	5. Old Woodruff Rd. Ind. WH	6. API Box
7. Cranky Yankey Ph-2 WH	8. POM Storage	9. Cypress Landing Subd.
10. Franklin Point Subd.	11. Riverside Crossx OutParcel 3	12. Freeman Farms Subd.
13. Heatherfield Subd.	14. RV and Boat Storage Ph-III	15. Greer Library Reno
16. Manor At Abner Crk. Subd.	17. Braeburn Orchard Subd.	18. Gibbs Cancer Center
19. Mayfield Crossing Subd.	20. Pleasant Hill Subd.	21. Pelham Glen Subd.
22. ONeal Village Subd. Ph-1	23. Global Commerce Park Ph-II	24. Dick Brooks Honda
25. ONeal Village Subd. Ph-2	26. Darrien Properties Lot 3	27. New Hope Baptist Church
28. ONeal Village Subd. Ph-3	29. Residence At Century Pk.	30. Echo Ridge
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. Town Pines	38. Pelham Medical Addition	39. Sage Creek Way
40. Views At Mt. Vernon	41. Hammett Bridge Town	42. Town City Retail
43. Reserves At Richglen Subd.	44. Hammett Bridge Res. Subd.	45. Creekside Manor
46. The Ledges	47. Hartwood Lake Subd.	48. STI Phase II
49. Brushy Creek Towns	50. Netzero	51. Reserves at Redcroft
52. Piedmont Point Apt.	53. GHS Pediatrics Ph-1	54. Andy's Frozen Custards
55. Briar Ridge	56. Ozellas Ridge	57. Magnolia Greens
58. Project Satellite	59. Benson CDRJ	60. Whata A Wash Carwash
61. Brockman McClimon Rd.	62. Katherine's Garden	63. Inland Port Chasis Yard
64. Sudduth Farms	65. Global Commerce	66. Branchwood Subd.
67. NTB	68. Pavillion Development	

STORMWATER INSPECTION: Anthony Copeland

61 Individual LOT Drainage Plan Reviews (Per Month)



Addressed Citizen Complaints: Anthony Copeland

Issue	Complaint Date	Address	Resolution	Completed
Stormwater ponding on both sides of road at Dillard Rd / Faux	5/13/2019	Intersection Dillard Rd /Faux	Waiting for a Rain Event to verify problem	On-going

Asphalt Activities Inspection: Anthony Copeland

Subd. / Project Name	Date	Operation
Oneal Village Ph-IV	5/3/2019	Asphalt Binder Placement
Oneal Village Ph-IV	5/6/2019	Asphalt Surface Final Lift
Branchwood Towns	5/29/2019	Sub-grade Proof-roll
Towns Pines Subd.	5/29/2019	Sub-grade Proof-roll
Branchwood Towns	5/30/2019	Asphalt Binder Placement
Towns Pines Subd.	5/31/2019	Asphalt Binder Placement

Building Inspections & Code Enforcement

Commercial Plan Reviews	Address
Big Lots Revisions	14154 E Wade Hampton Blvd
Rock Bridge Revisions	Hammett Bridge
GME Residency	109 Physicians Drive
McDonalds Revisions	6125 Wade Hampton Blvd.
NTB Revisions	111 Brannon Drive
Darien Properties	1503 S. Buncombe
Orange Theory	870 E Suber Road
Stanton Optical Revisions	1322 W Wade Hampton
South Main Townes	11,15,17,19 Country Dale Drive
South Main Townes Mail Kiosk	110 Marthawood Lane
New Hope Baptist Church Revisions	1290 Valentine Road
Lear Addition	1200 Woods Chapel Road
ABB Motors	2980 Green Road Suite 300
ATI	713 Wade Hampton Blvd.
Orange Theory Revisions	870 Suber Road Suite 120
City Electric	103 Lake View Drive

COMMERCIAL CONSTRUCTION - \$1,577,781.79

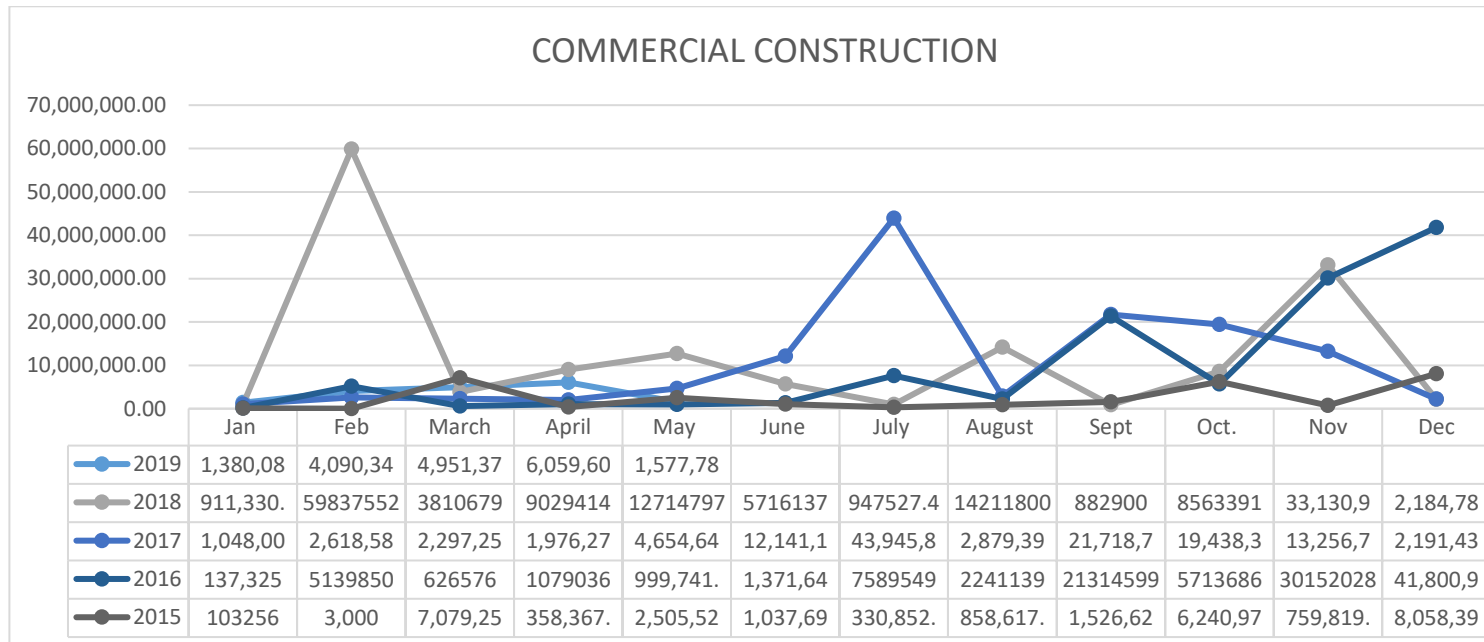
2019- \$18,059,183.04

2018 - \$151,941,280.94

2017 - \$124,511,263.15

2016 - \$118,166,101.70

2015 - \$28,862,382.54



HOUSING STARTS – 52

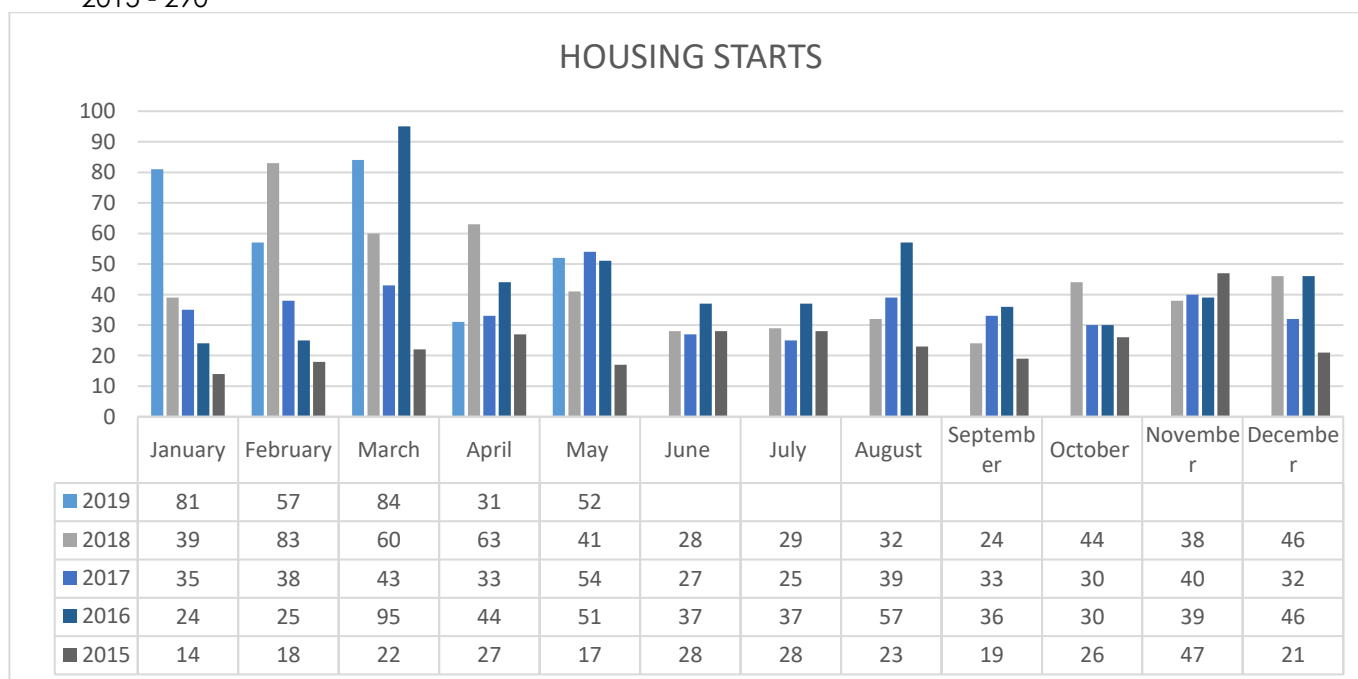
2019- 305 YTD

2018 – 527

2017 - 429

2016 - 521

2015 - 290



TOTAL RESIDENTIAL CONSTRUCTION – \$11,911,065.46

2019 - \$62,267,764.86 YTD

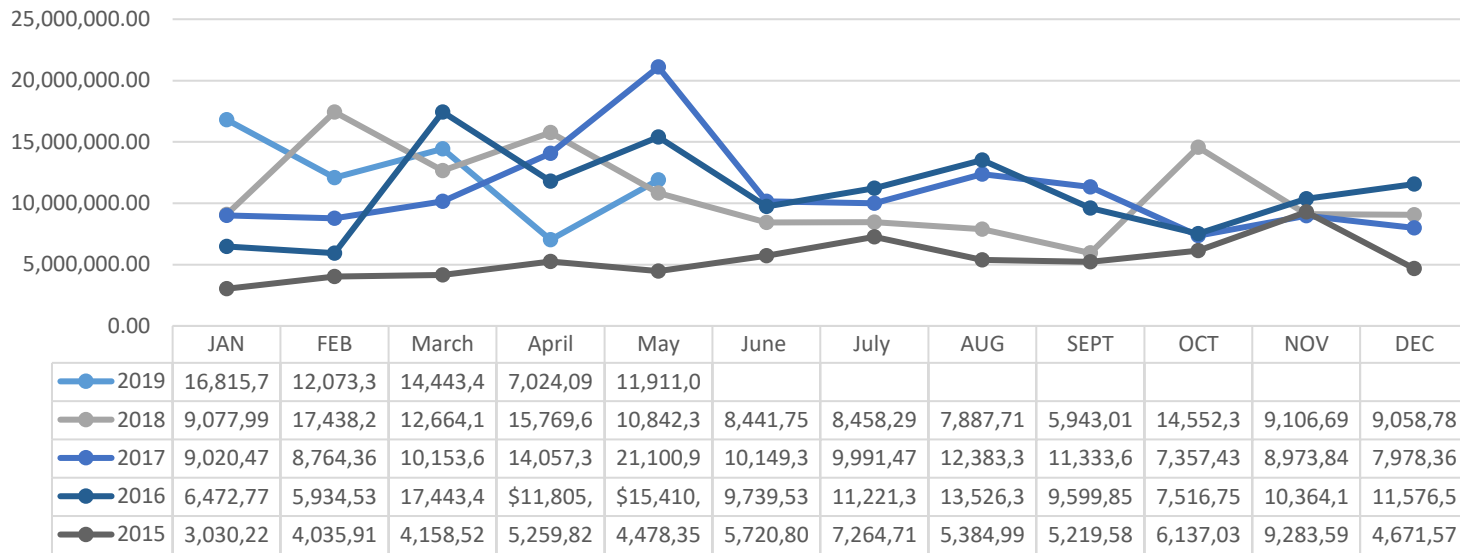
2018 - \$129,241,025.43

2017 - \$131,264,321.21

2016 - \$130,611,289.14

2015 - \$64,645,145.70

RESIDENTIAL PERMIT TOTALS



TOTAL CONSTRUCTION COST – \$22,665,418.57

2019 - \$109,510,539.87

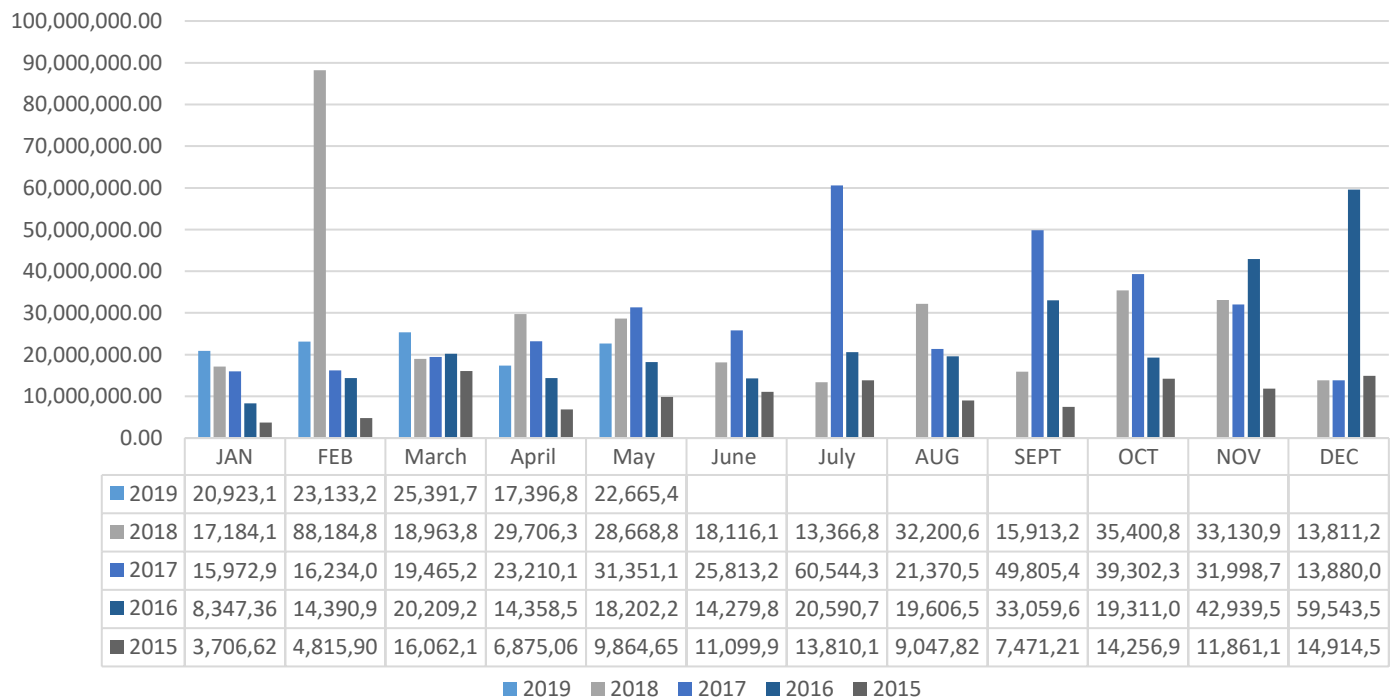
2018 - \$ 369,554,904.32

2017 - \$348,948,323.48

2016 - 284,839,502.84

2015 - 123,606,213.367

TOTAL CONSTRUCTION COST



NUMBER OF PERMITS ISSUED – 390

2019 – 2009 YTD

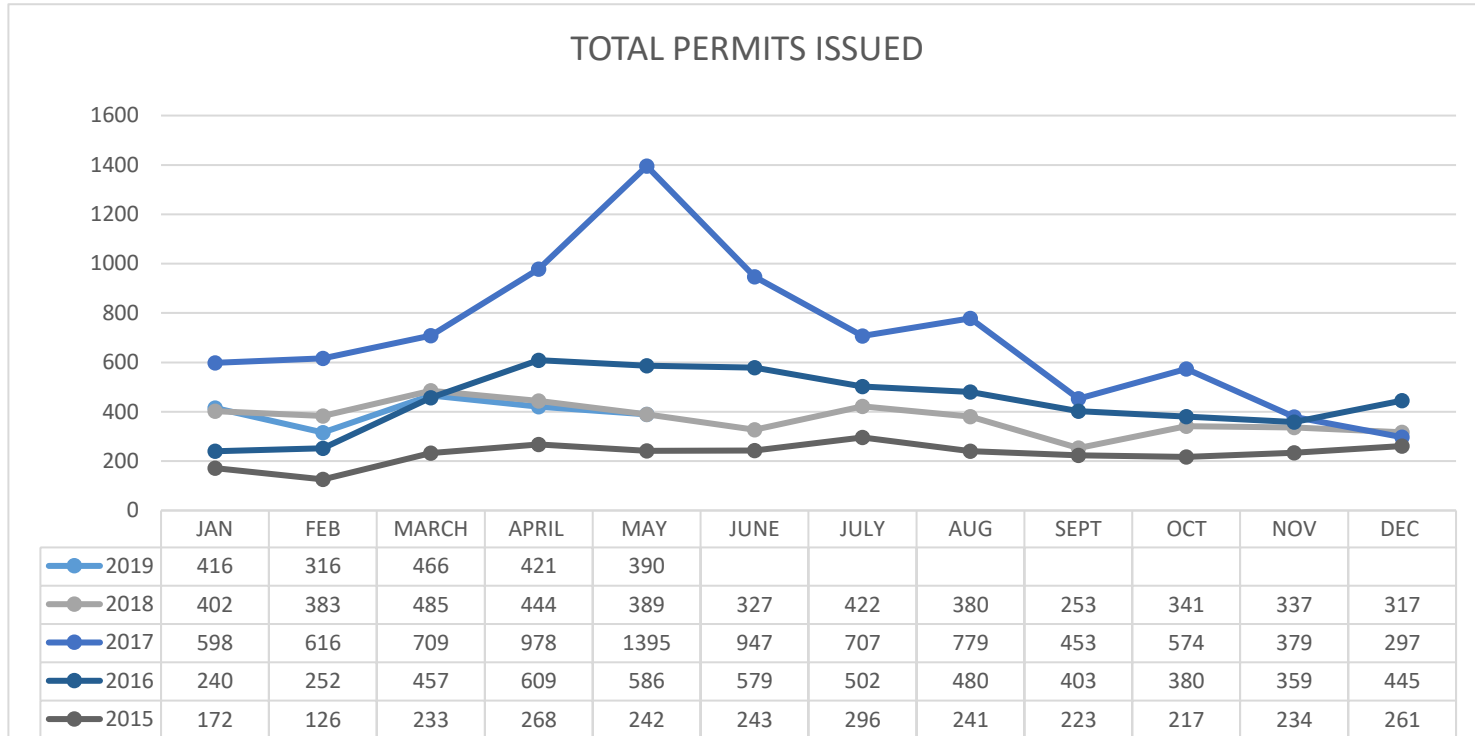
2018 – 4480

2017 - 7625

2016 - 5292

2015 – 2756

2015 - 2756



MECHANICAL PERMITS – \$1,605,043.98

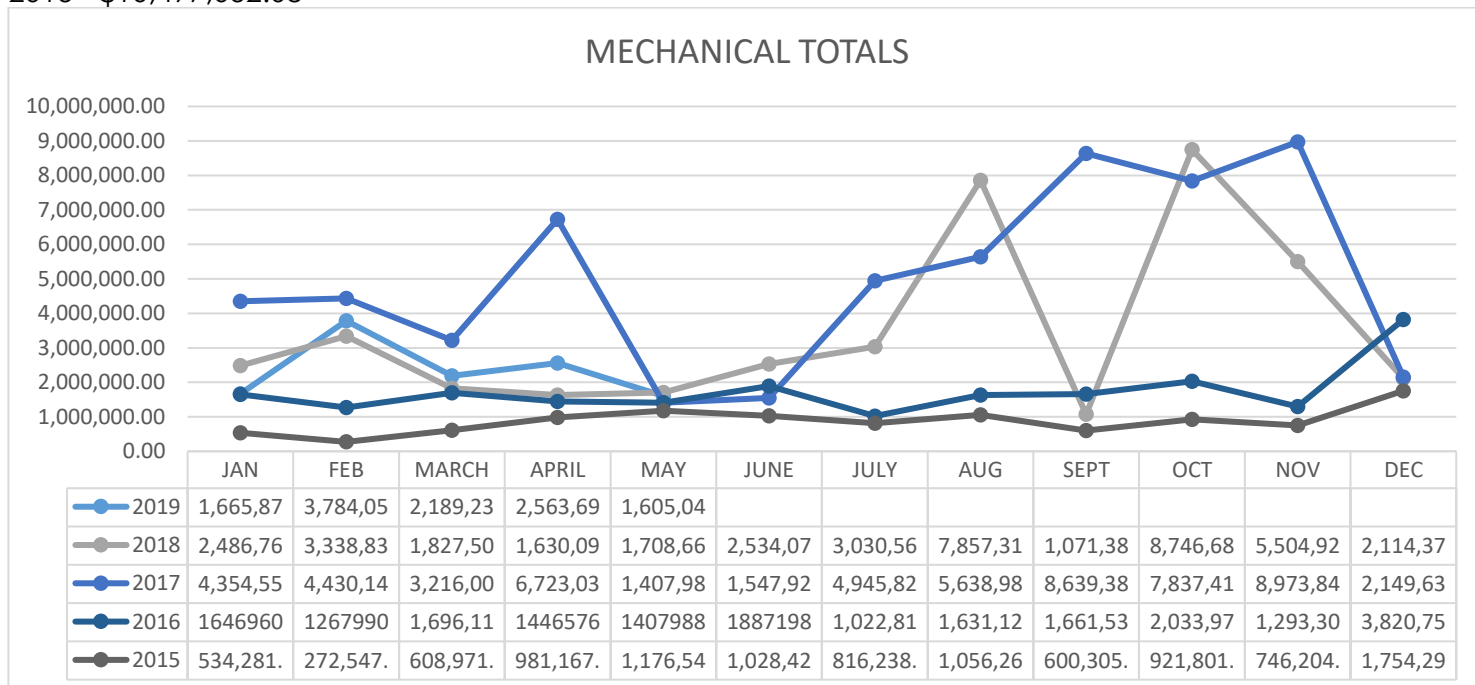
2019 – \$11,807,897.87 YTD

2018 - \$41,851,184.52

2017 - \$59,864,747.40

2016 - \$20,816,343.54

2015 - \$10,497,052.08



TOTAL INSPECTIONS – 2973

2019 – 12561 YTD

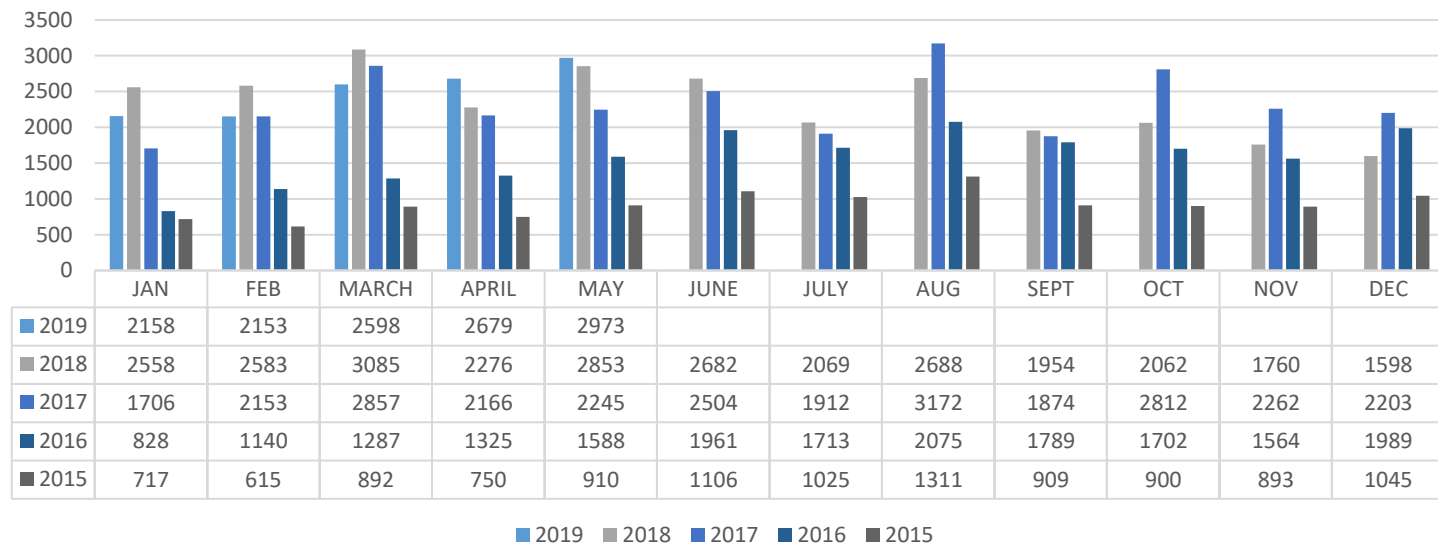
2018 – 28168

2017 - 27866

2016 – 18961

2015 - 11073

INSPECTION TOTALS



TOTAL MISC. PERMITS - \$7,571,527.34

2019 - \$17,378,693.72

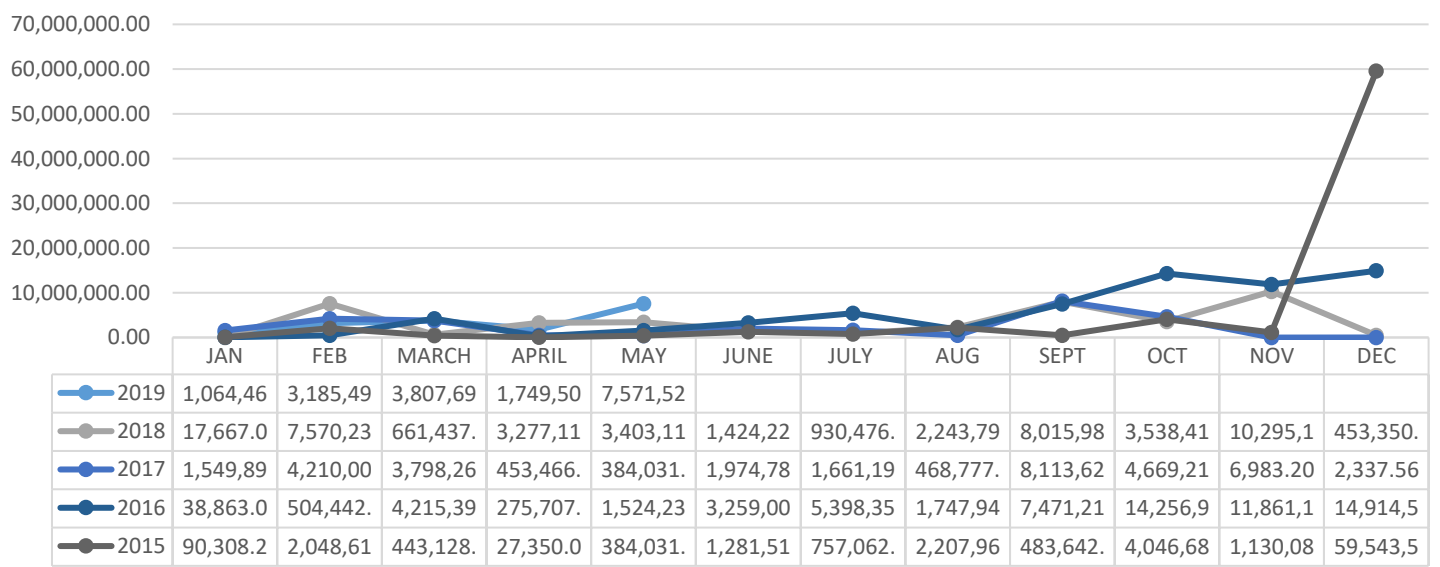
2018 – \$46,521,413.43

2017 - \$29,757,048.44

2016 - \$65,467,832.78

2015 - \$72,443,981.90

MISC PERMITS



CODE ENFORCEMENT INSPECTIONS – 820

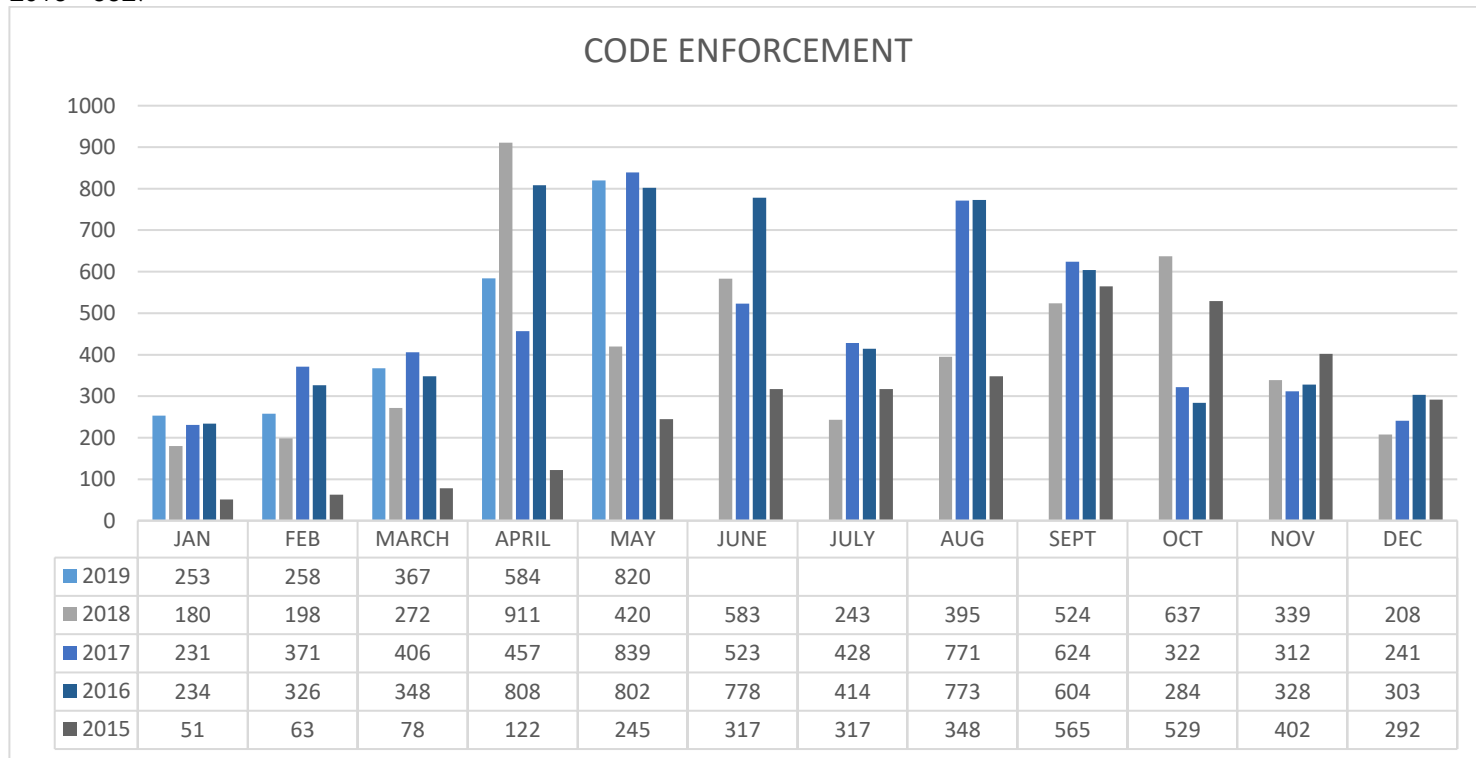
2019 - 2282

2018 – 4910

2017 - 5525

2016 - 6002

2015 - 3329



Providing for the health, safety and welfare of the general public through the equal enforcement of all applicable codes and ordinances of the City of Greer

Category Number: VII.
Item Number: B.



AGENDA
GREER CITY COUNCIL
6/25/2019

Financial Activity Report - May 2019

Summary:

[Link to Detail Financial Reports](#)

ATTACHMENTS:

Description	Upload Date	Type
☐ May 2019 Summary Financial Report	6/20/2019	Backup Material



May 2019 Summary Financial Report

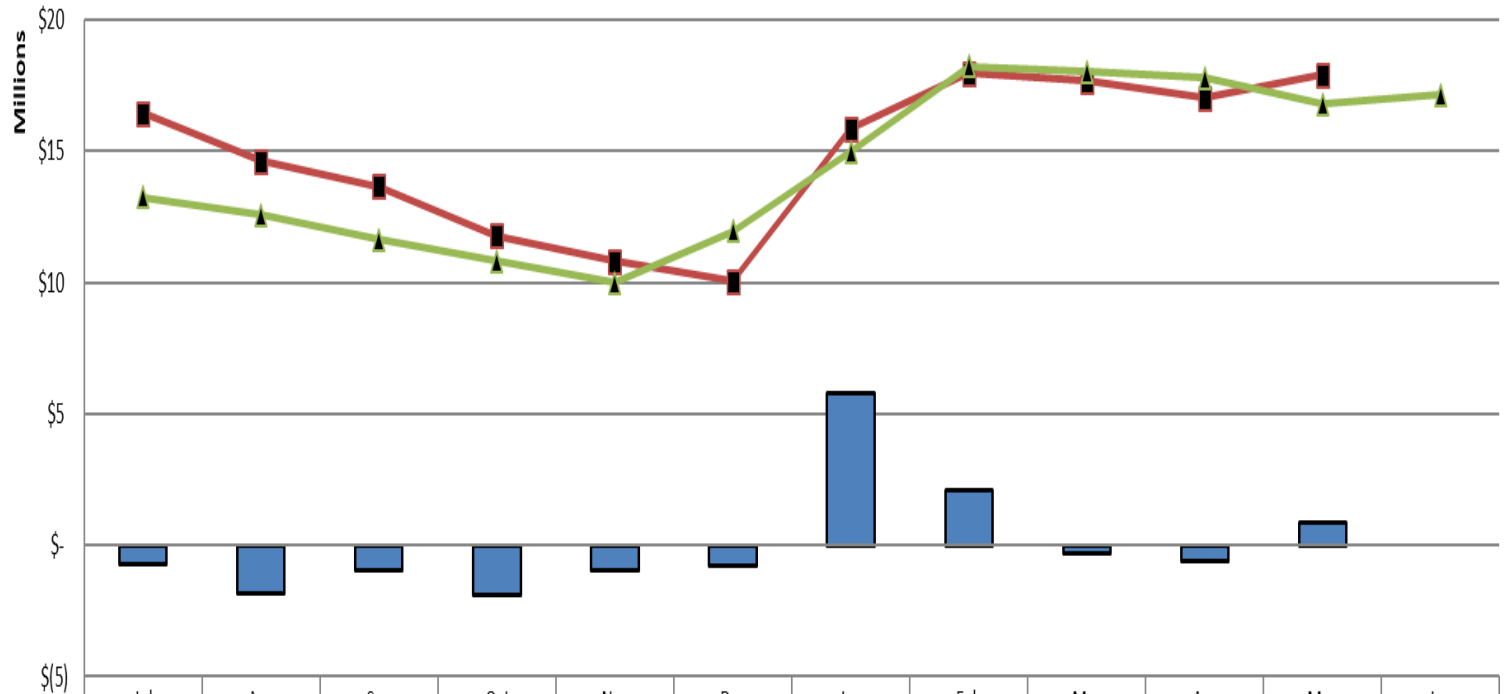


Financial Performance Summary

As of Month End May, 2019

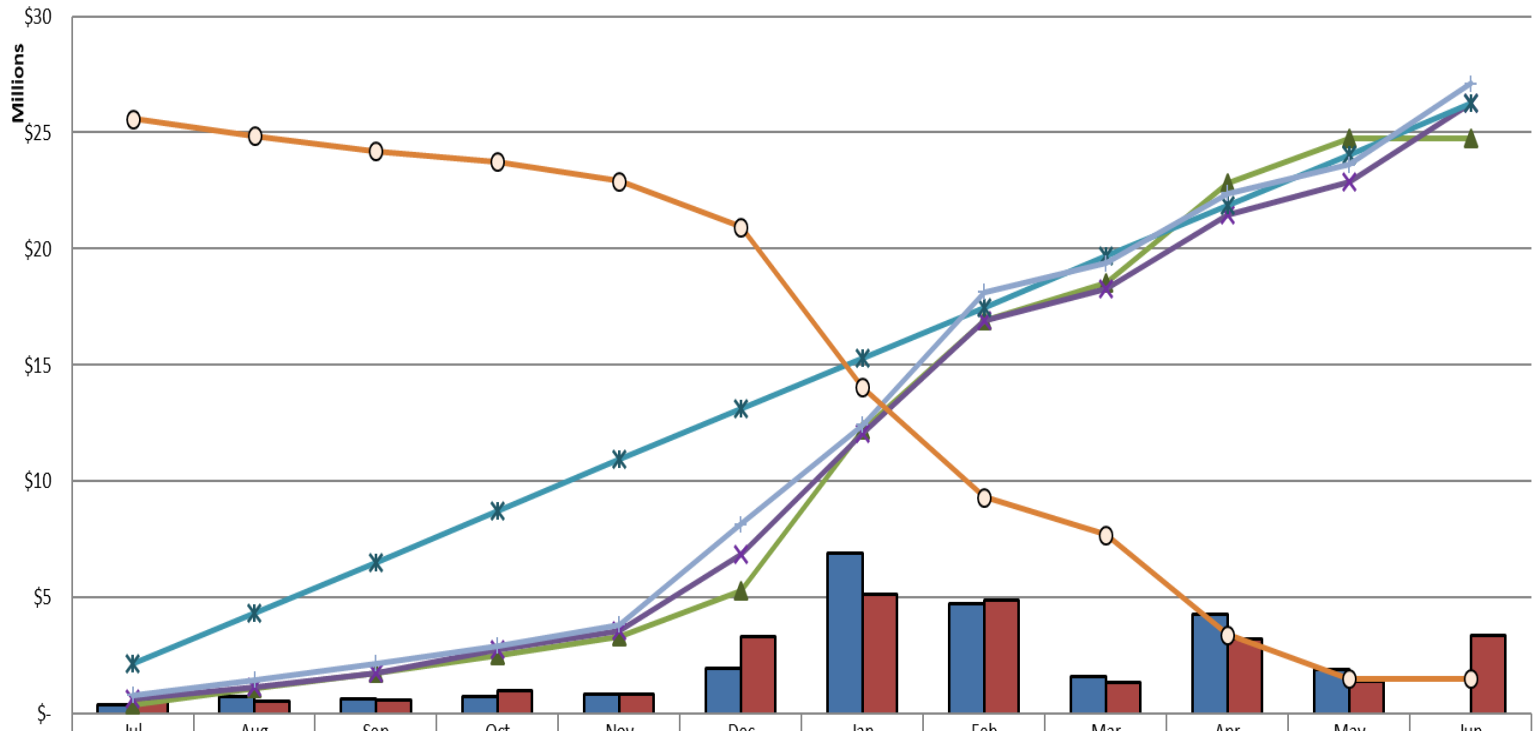
Quick Look Indicators	This Month	This Year	Balance
General Fund Cash Balance	↑	↑	\$ 17,911,648
General Fund Revenue	↓	↑	\$ 24,727,509
General Fund Expenditures	↓	↑	\$ 23,385,711
Budget Percentage (Over) / Under	↓	↓	2%
Revenue Benchmark Variance	↑	↓	\$ 1,867,763
Expenditure Benchmark Variance	↓	↓	\$ (530,998)
Overall Benchmark Variance	↓	↓	\$ 1,336,765
Hospitality Fund Cash Balance	↓	↑	\$ 1,028,259
Hospitality Fund Revenue	↓	↑	\$ 2,243,548
Hospitality Fund Expenditures	↓	↑	\$ 2,241,126
Storm Water Fund Cash Balance	↓	↓	\$ 890,089
Storm Water Fund Revenue	↑	↑	\$ 967,982
Storm Water Fund Expenditures	↑	↑	\$ 660,808

Cash Balance - General Fund Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	(708,248)	(1,836,962)	(962,701)	(1,872,854)	(961,997)	(774,799)	5,809,005	2,111,143	(300,362)	(625,872)	879,484	
Current Fiscal YTD Balance	16,447,561	14,610,600	13,647,899	11,775,045	10,813,048	10,038,250	15,847,255	17,958,398	17,658,036	17,032,164	17,911,648	
Prior Fiscal YTD Balance	13,239,192	12,556,916	11,633,942	10,803,615	9,982,762	11,955,693	14,964,094	18,235,330	18,030,459	17,773,838	16,783,739	17,155,809

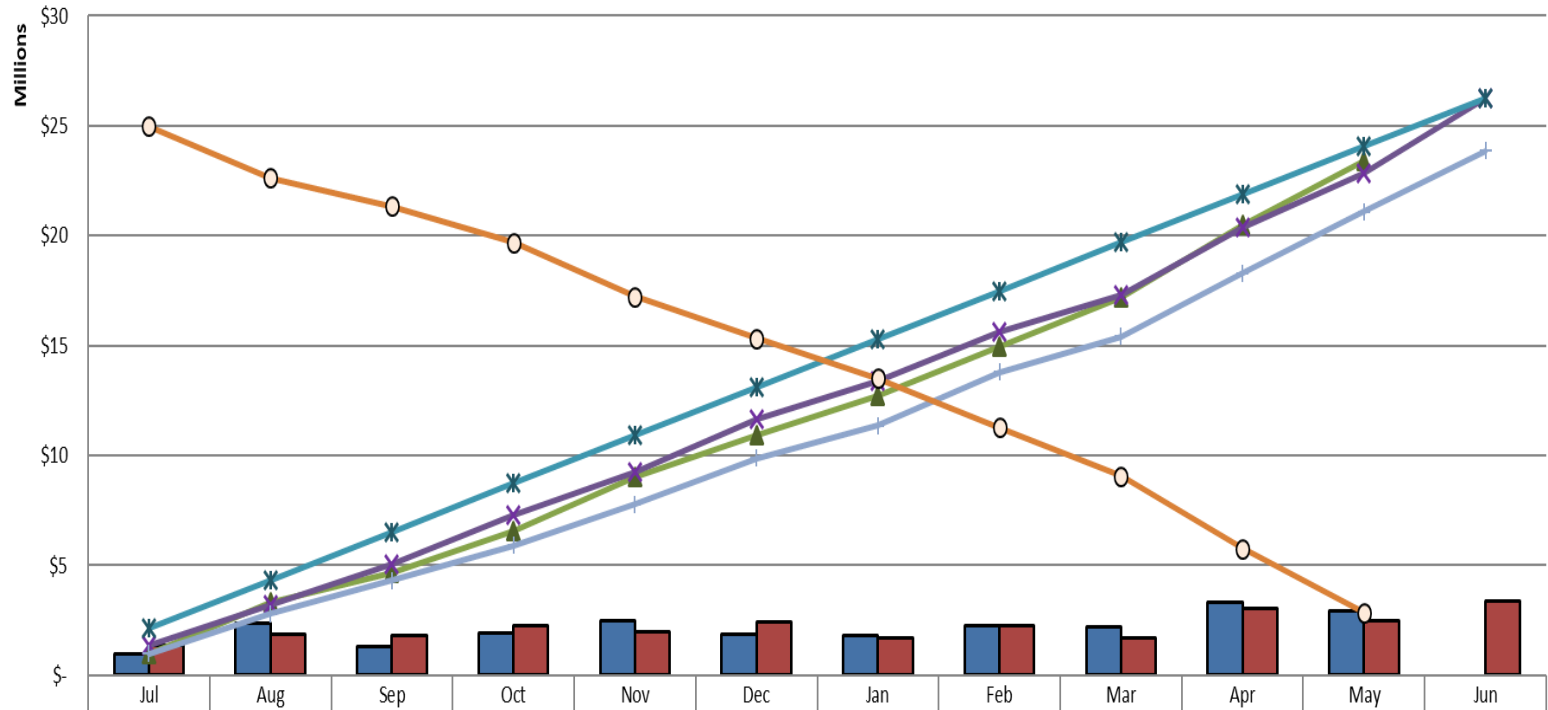
Revenue - General Fund Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	364,511	746,025	644,387	732,340	845,991	1,954,259	6,912,017	4,726,744	1,617,068	4,290,431	1,893,735	
Monthly Benchmark	619,042	544,470	584,414	992,393	817,112	3,321,274	5,157,875	4,867,475	1,352,619	3,223,276	1,379,796	3,381,571
YTD Actual	364,511	1,110,536	1,754,924	2,487,264	3,333,254	5,287,513	12,199,530	16,926,274	18,543,342	22,833,773	24,727,509	24,727,509
YTD Benchmark	619,042	1,163,512	1,747,926	2,740,319	3,557,431	6,878,705	12,036,580	16,904,055	18,256,674	21,479,950	22,859,746	26,241,317
YTD Prorated Budget	2,163,767	4,327,535	6,491,302	8,747,106	10,933,882	13,120,659	15,307,435	17,494,211	19,680,988	21,867,764	24,054,541	26,241,317
Prior YTD Actual	813,461	1,464,464	2,170,369	2,917,443	3,825,980	8,166,299	12,427,160	18,135,497	19,369,748	22,385,754	23,623,607	27,118,964
Balance to Collect	25,600,697	24,854,672	24,210,284	23,754,053	22,908,063	20,953,804	14,041,787	9,315,043	7,697,975	3,407,544	1,513,808	1,513,808

Expenditures - General Fund

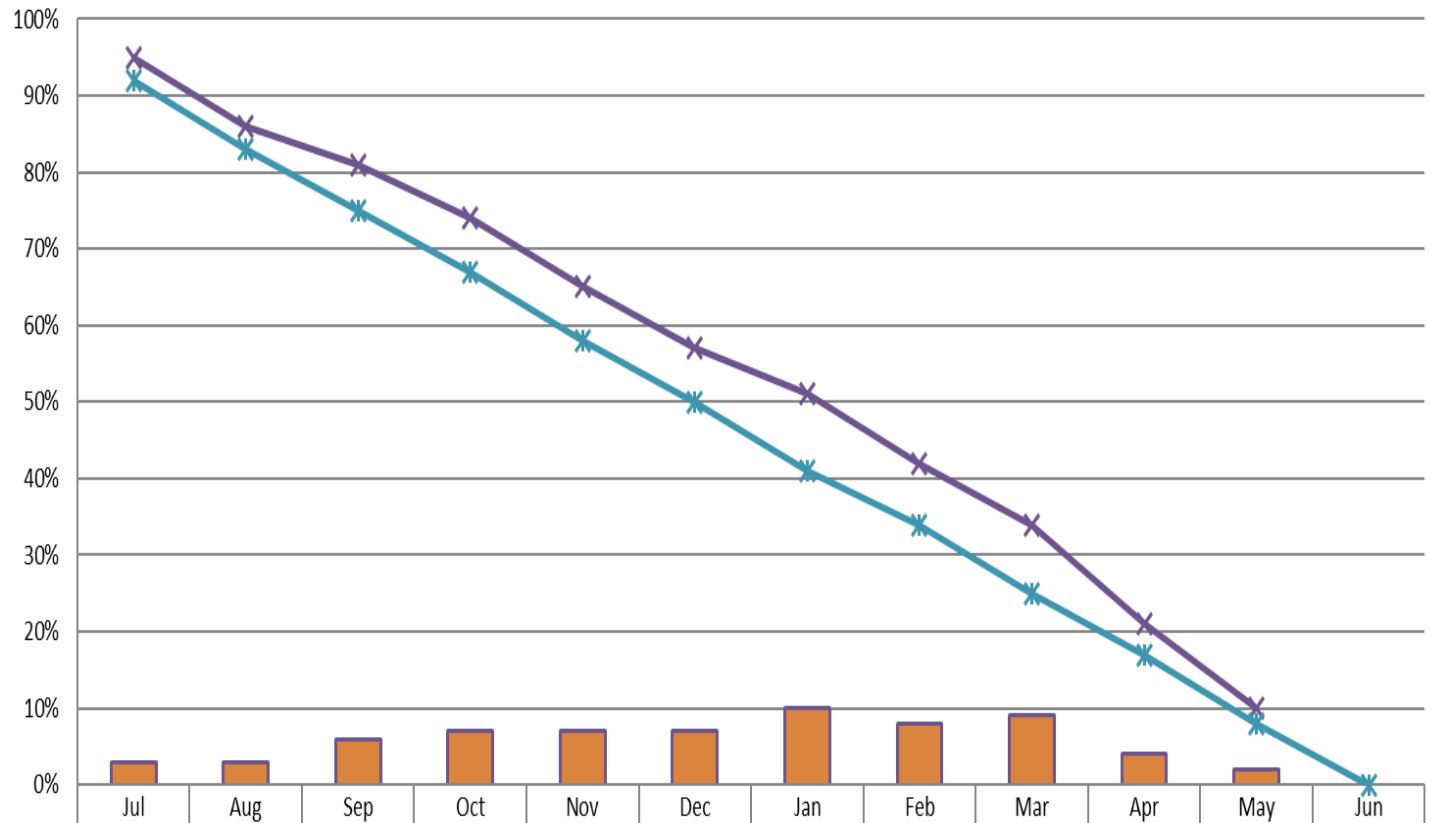
Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	983,298	2,353,334	1,297,381	1,908,177	2,474,461	1,888,517	1,815,124	2,251,746	2,215,847	3,299,629	2,898,196	
Monthly Benchmark	1,332,492	1,860,005	1,834,342	2,243,187	1,962,623	2,442,141	1,690,280	2,241,098	1,687,965	3,062,833	2,497,747	3,386,604
YTD Actual	983,298	3,336,632	4,634,014	6,542,191	9,016,652	10,905,169	12,720,294	14,972,039	17,187,886	20,487,515	23,385,711	
YTD Benchmark	1,332,492	3,192,497	5,026,839	7,270,026	9,232,649	11,674,790	13,365,070	15,606,168	17,294,133	20,356,966	22,854,713	26,241,317
YTD Prorated Budget	2,163,767	4,327,535	6,491,302	8,747,106	10,933,882	13,120,659	15,307,435	17,494,211	19,680,988	21,867,764	24,054,541	26,241,317
Prior YTD Actual	987,658	2,790,028	4,322,397	5,909,009	7,775,048	9,880,370	11,346,687	13,798,208	15,414,139	18,295,316	21,101,171	23,863,901
Balance to Expend	24,981,910	22,628,576	21,331,194	19,699,126	17,224,665	15,336,148	13,521,023	11,269,278	9,053,431	5,753,802	2,855,606	

Budget Percent Remaining - General Fund

Fiscal Year 2018/19



(Over) Under Budget	3	3	6	7	7	7	10	8	9	4	2	
Actual Percent Remaining	95	86	81	74	65	57	51	42	34	21	10	
Prorated Percent Remaining	92	83	75	67	58	50	41	34	25	17	8	0

Revenues

Revenue

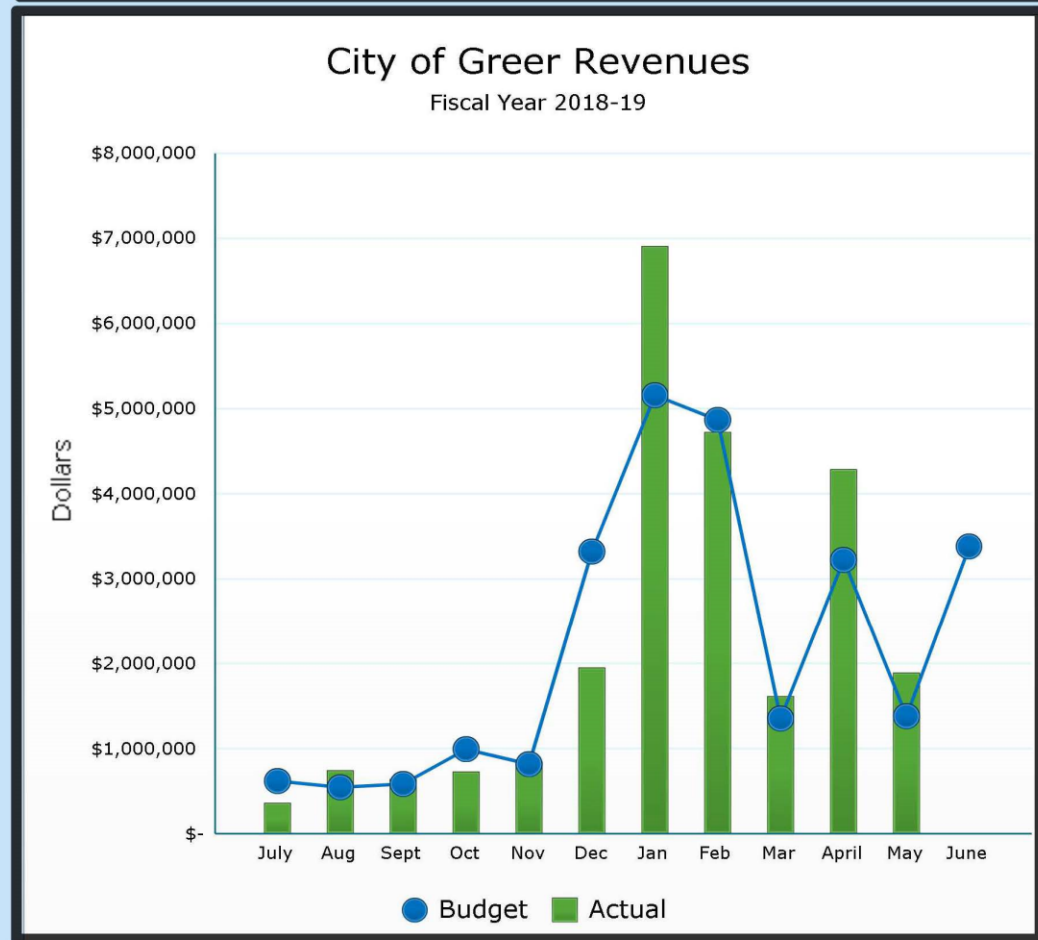
Total Revenue
Taxes
Franchises & Licenses
Misc. Revenues
Permits and Fees
Intergovernmental Revenue
Fire Fees
Fines and Forfeitures
Grants
Fund Balance
Refunds
Operating Transfers

2018-19 Financials

☒ Revenues ☐ Expenditures

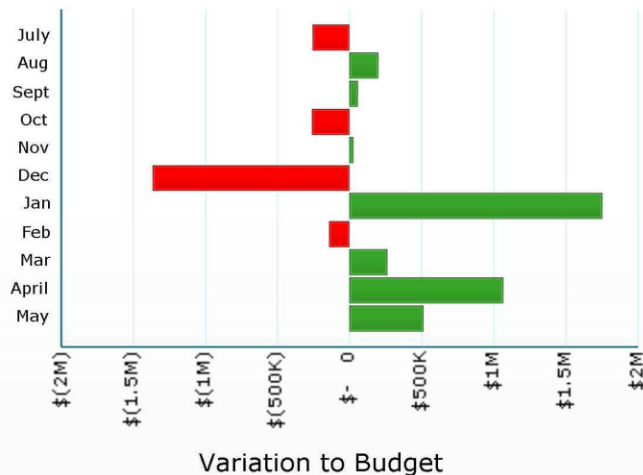


YTD Actual	YTD Budget	Difference
\$24,727,509	\$22,859,746	\$1,867,763



Actual vs Budget

Fiscal Year 2018-19



Expenditures

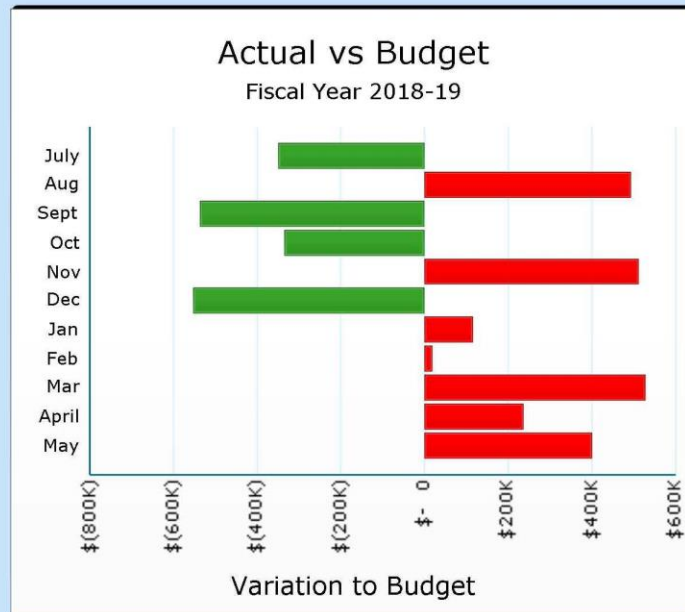
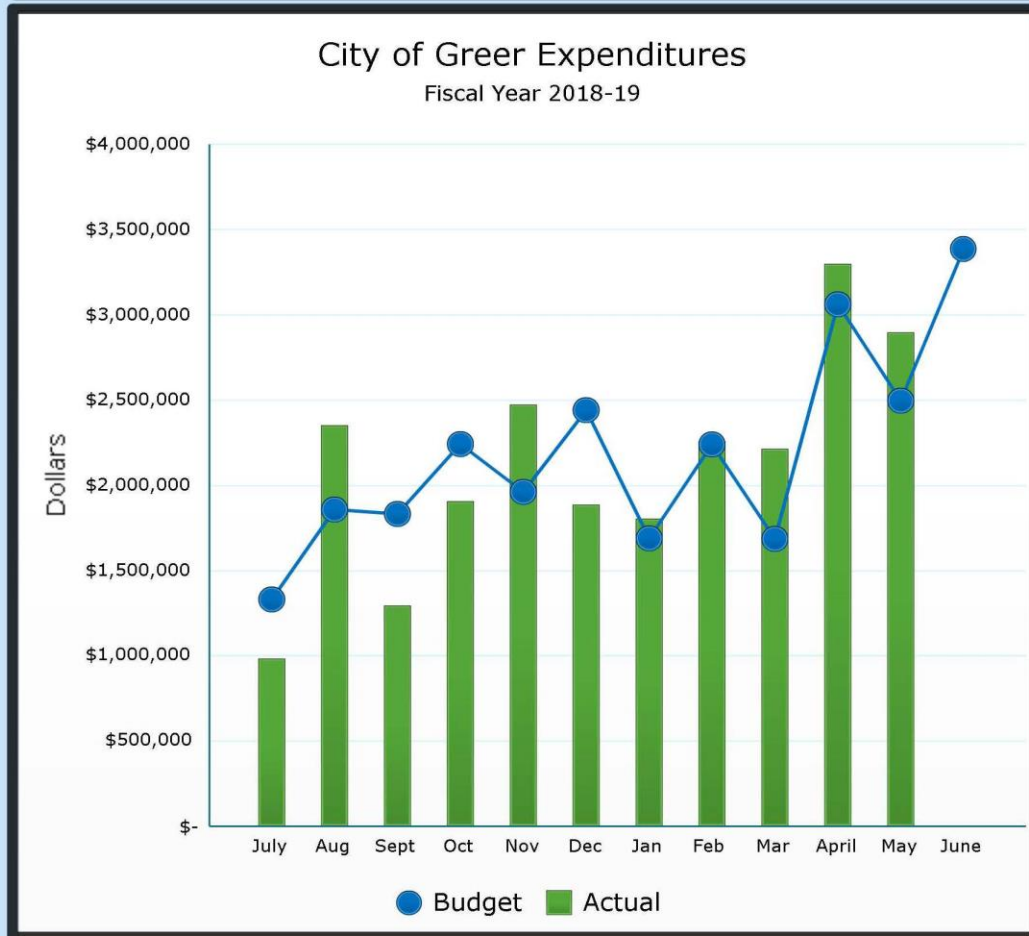
Total Expenditures
Total City Expenditures
YTD Personnel
YTD Operations
YTD Public Services
Mayor & Council
Administration
Municipal Court
General Government
Fire
Police
Public Services
Recreation
Building Standards

2018-19 Financials

☐ Revenues
 ☒ Expenditures



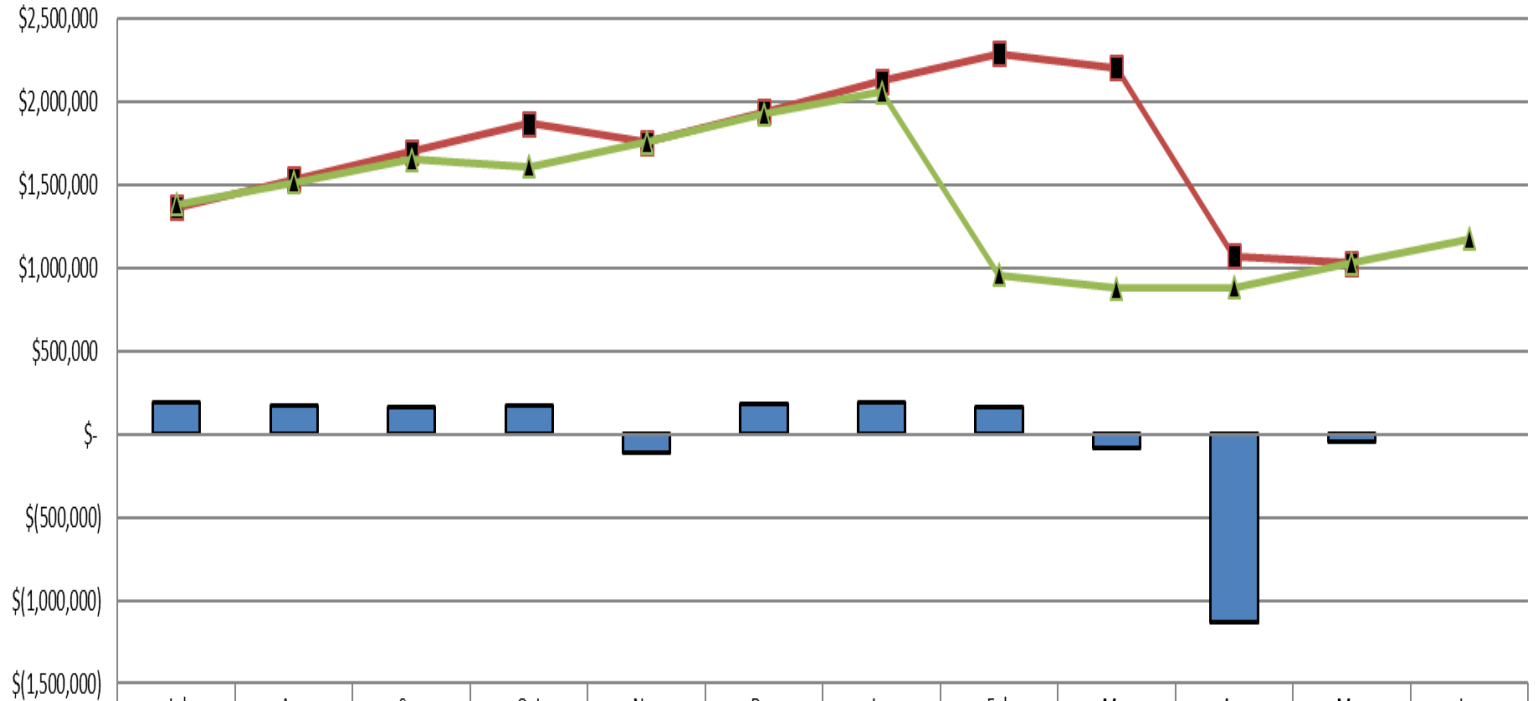
YTD Actual	YTD Budget	Difference
\$23,385,711	\$22,854,713	\$530,998





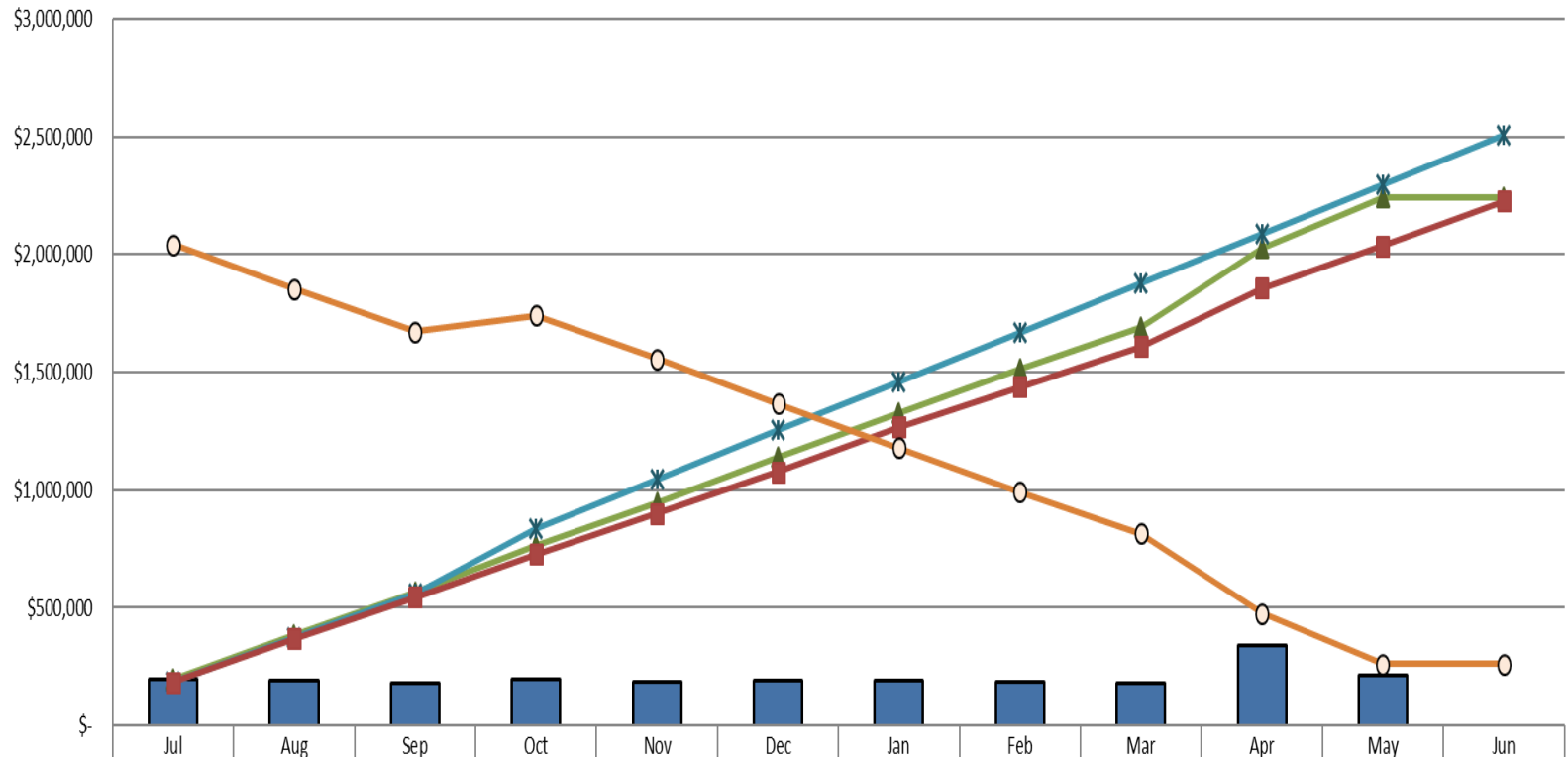
Hospitality Taxes Fund

Cash Balance - Hospitality Taxes Fund Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	187,274	169,878	166,382	167,409	(111,611)	181,779	186,684	162,513	(84,222)	(1,130,309)	(43,755)	
Current Fiscal YTD Balance	1,363,510	1,533,389	1,699,771	1,867,180	1,755,569	1,937,348	2,124,032	2,286,545	2,202,323	1,072,014	1,028,259	
Prior Fiscal YTD Balance	1,381,380	1,515,644	1,652,412	1,607,238	1,757,474	1,923,030	2,059,793	956,535	878,980	881,278	1,026,039	1,176,237

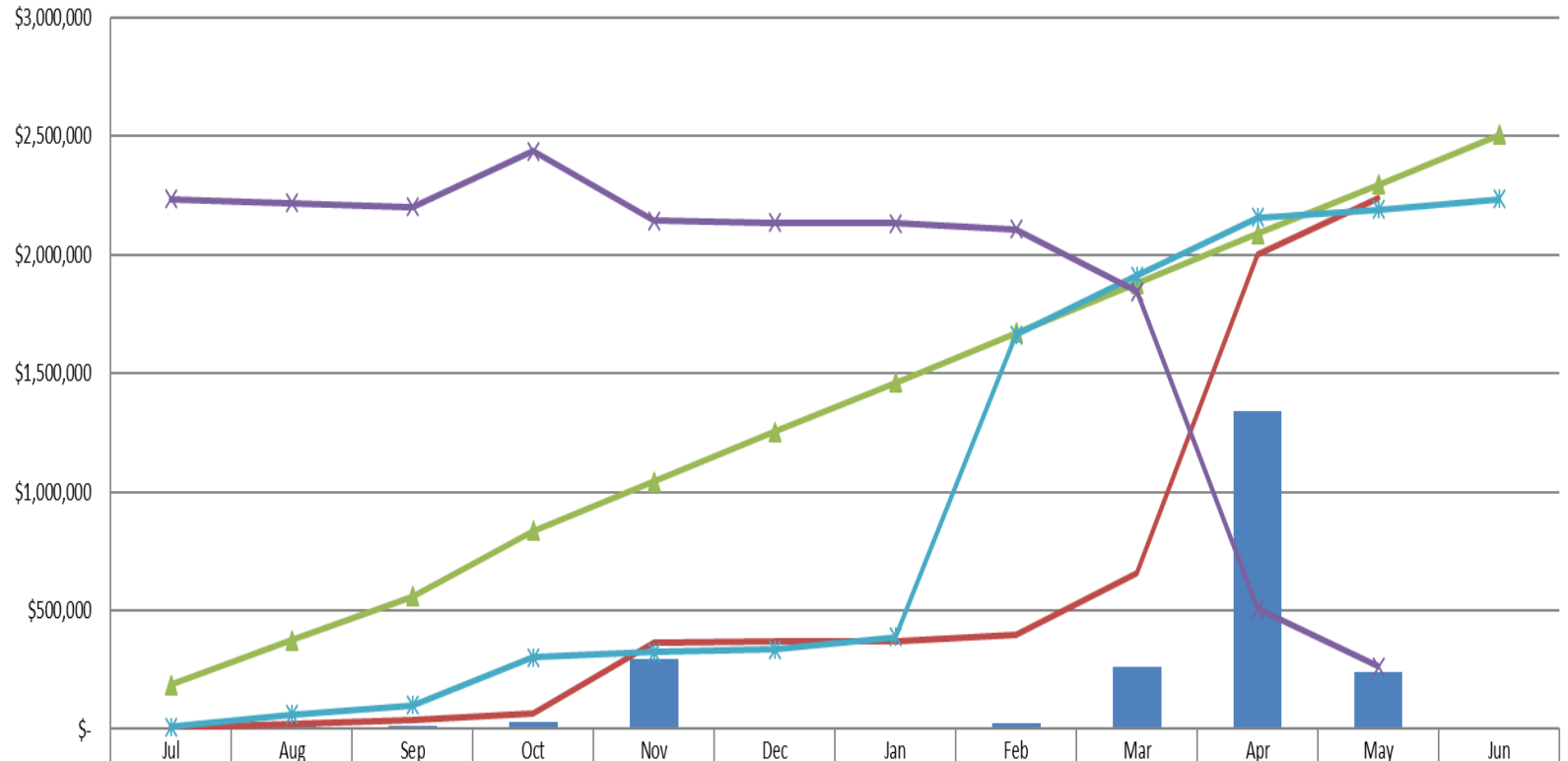
Revenue - Hospitality Taxes Fund Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	197,399	188,138	182,315	195,780	183,047	190,181	188,905	185,750	178,038	338,404	215,591	
YTD Actual	197,399	385,537	567,852	763,632	946,679	1,136,860	1,325,765	1,511,515	1,689,553	2,027,957	2,243,548	2,243,548
YTD Prorated Budget	186,669	373,337	560,006	834,746	1,043,433	1,252,120	1,460,806	1,669,493	1,878,179	2,086,866	2,295,552	2,504,239
Prior YTD Actual	183,838	368,932	546,354	727,710	900,200	1,077,883	1,266,293	1,437,690	1,608,215	1,857,916	2,035,091	2,226,555
Balance to Collect	2,042,624	1,854,486	1,672,171	1,740,607	1,557,560	1,367,379	1,178,474	992,724	814,686	476,282	260,691	260,691

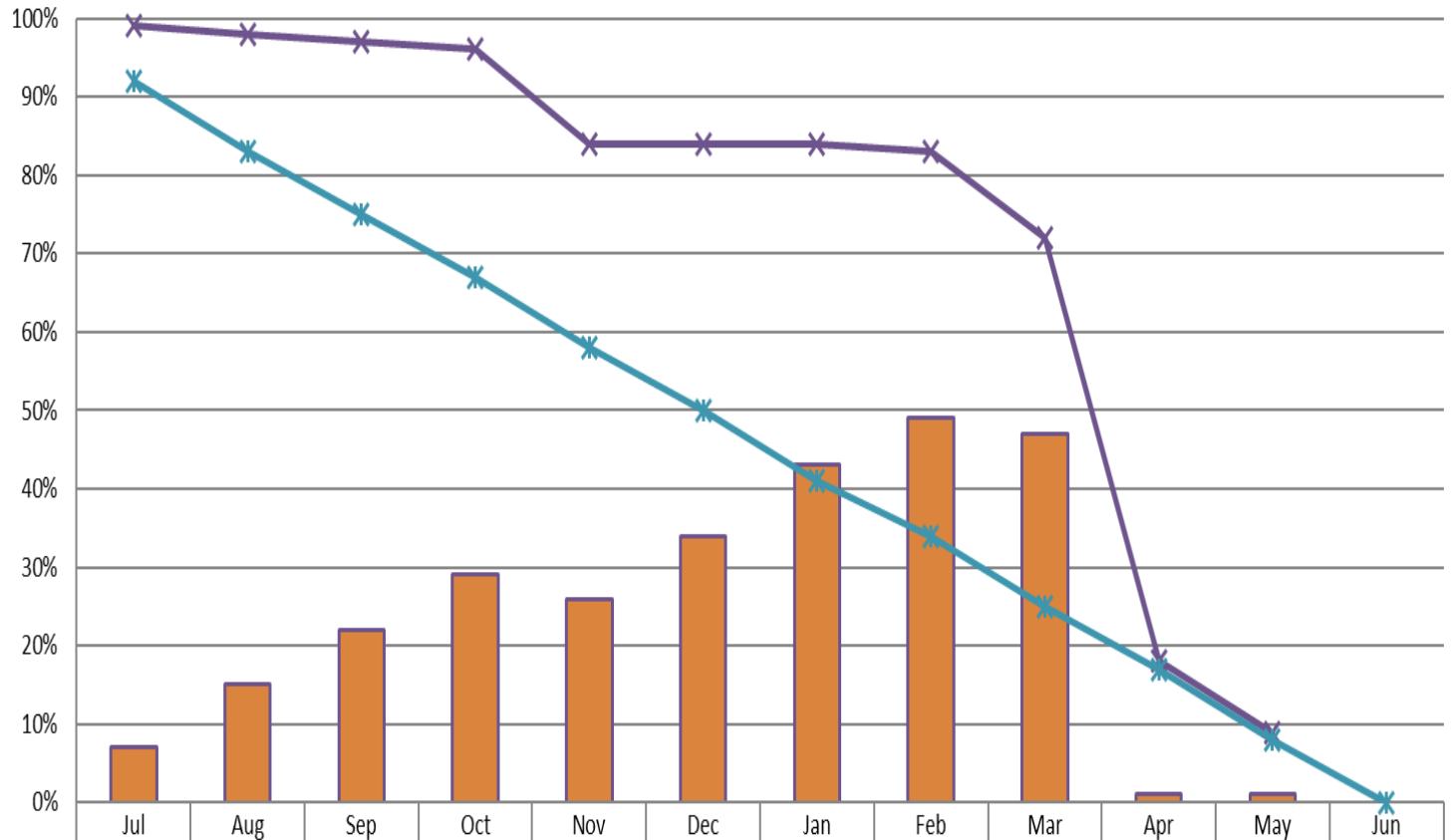
Expenditures - Hospitality Taxes Fund

Fiscal Year 2018/19



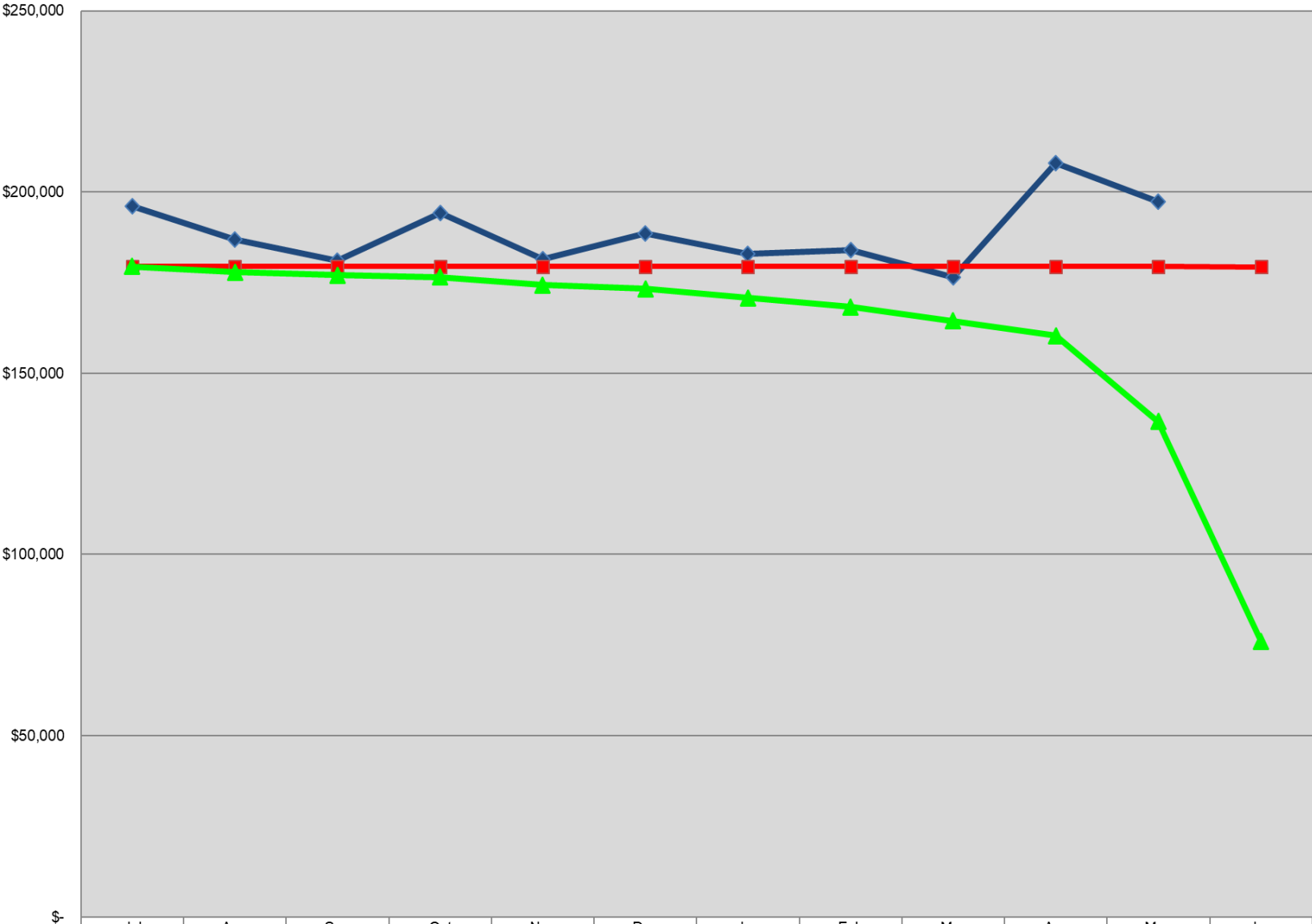
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	5,230	17,887	15,893	28,323	294,650	8,402	2,232	23,202	262,671	1,340,228	242,407	
YTD Actual	5,230	23,118	39,011	67,334	361,983	370,385	372,617	395,819	658,490	1,998,719	2,241,126	
YTD Prorated Budget	186,669	373,337	560,006	834,746	1,043,433	1,252,120	1,460,806	1,669,493	1,878,179	2,086,866	2,295,552	2,504,239
Prior YTD Actual	10,364	61,194	101,827	303,217	325,511	335,554	387,201	1,661,847	1,909,811	2,157,214	2,189,114	2,234,616
Balance to Expend	2,234,793	2,216,905	2,201,012	2,436,905	2,142,256	2,133,854	2,131,622	2,108,420	1,845,749	505,520	263,113	

Budget Percent Remaining - Hospitality Taxes Fund Fiscal Year 2018/19



(Over) Under Budget	7	15	22	29	26	34	43	49	47	1	1	
Actual Percent Remaining	99	98	97	96	84	84	84	83	72	18	9	
Prorated Percent Remaining	92	83	75	67	58	50	41	34	25	17	8	0

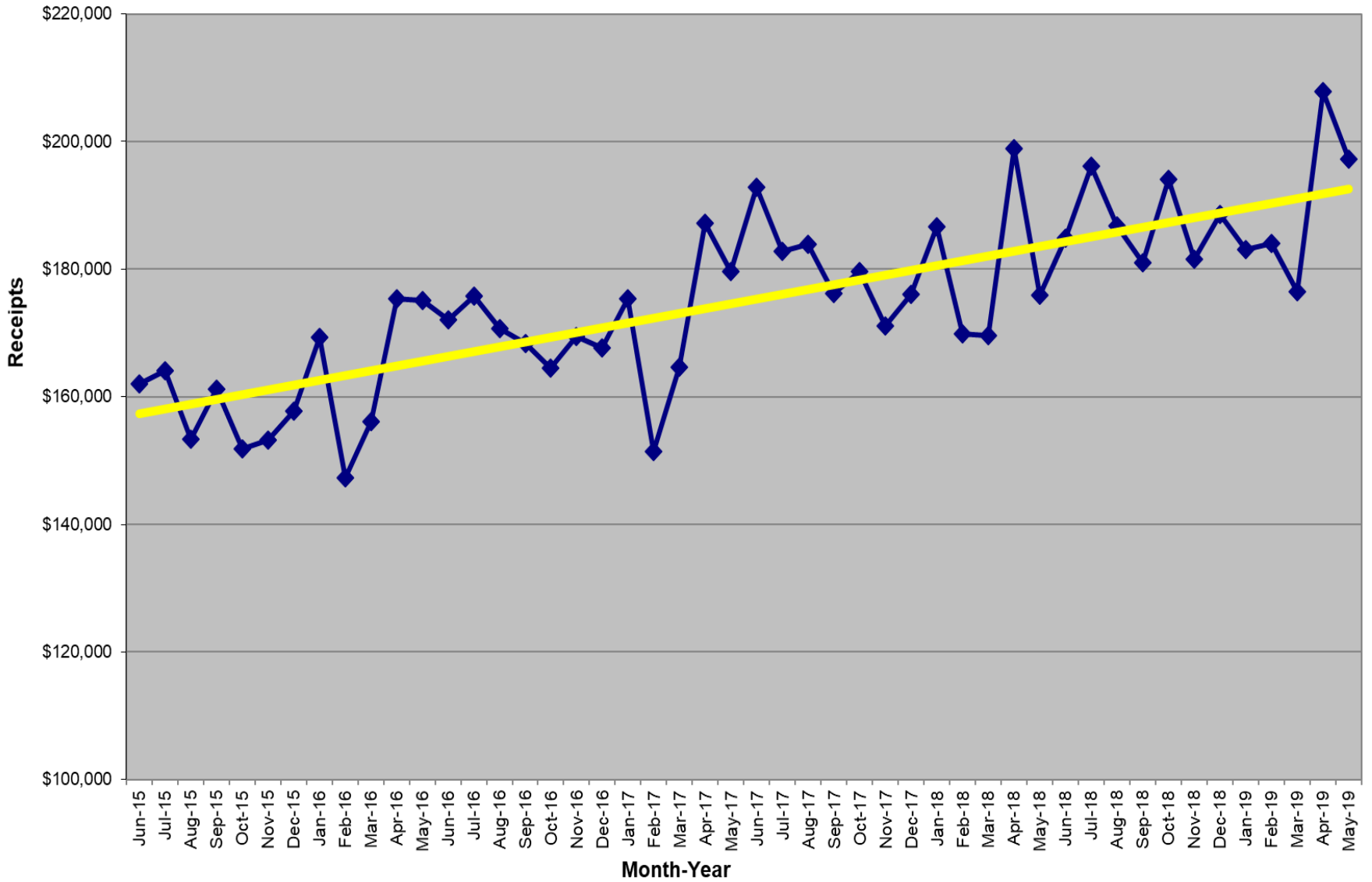
Hospitality Taxes
Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	196,160	186,841	181,042	194,119	181,572	188,631	183,036	183,968	176,481	207,884	197,296	
Monthly Budget	179,417	179,417	179,417	179,417	179,417	179,417	179,417	179,417	179,417	179,417	179,417	179,413
Budget Requirement	179,417	177,895	177,000	176,551	174,355	173,324	170,772	168,320	164,408	160,383	136,632	75,968

Hospitality Tax

4 - Year Trending

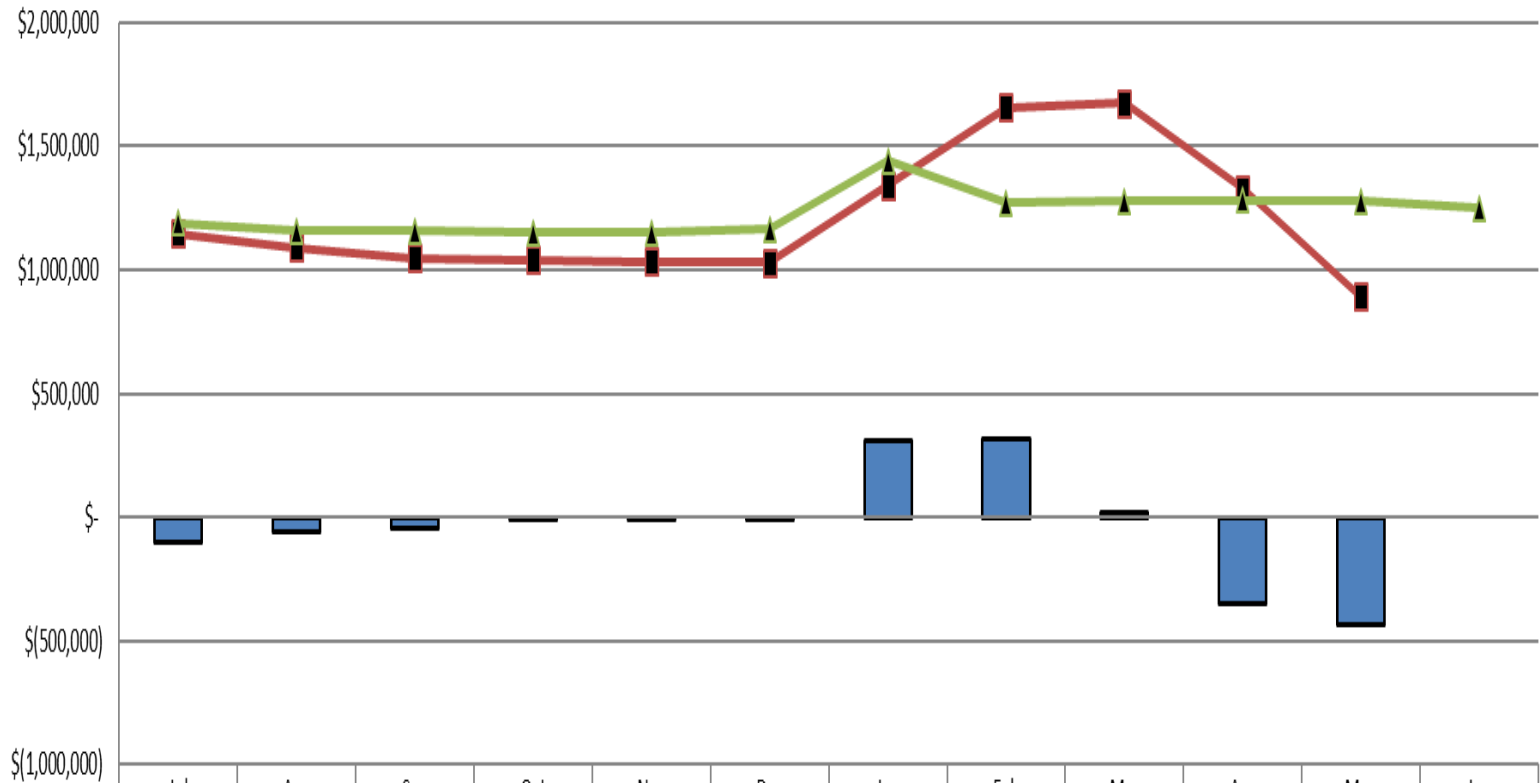




Storm Water Fund

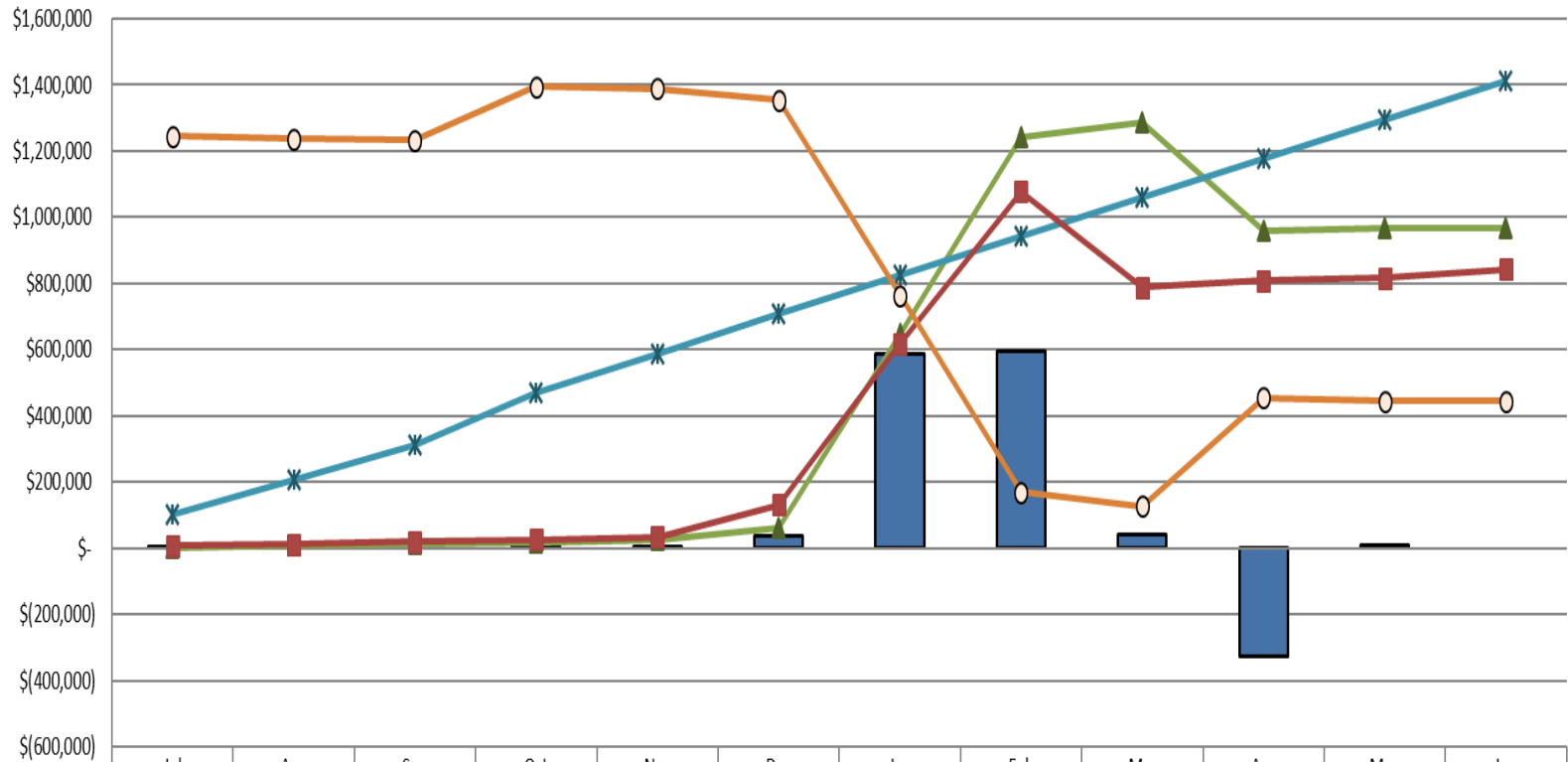
Cash Balance - Storm Water Fund

Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	(105,191)	(56,774)	(42,139)	(4,764)	(7,653)	(4,707)	310,560	317,542	16,958	(348,516)	(435,262)	
Current Fiscal YTD Balance	1,144,843	1,088,069	1,045,930	1,041,166	1,033,513	1,028,806	1,339,366	1,656,908	1,673,866	1,325,350	890,089	
Prior Fiscal YTD Balance	1,188,063	1,156,838	1,158,373	1,151,237	1,148,706	1,164,563	1,439,577	1,270,471	1,275,997	1,282,549	1,278,498	1,250,033

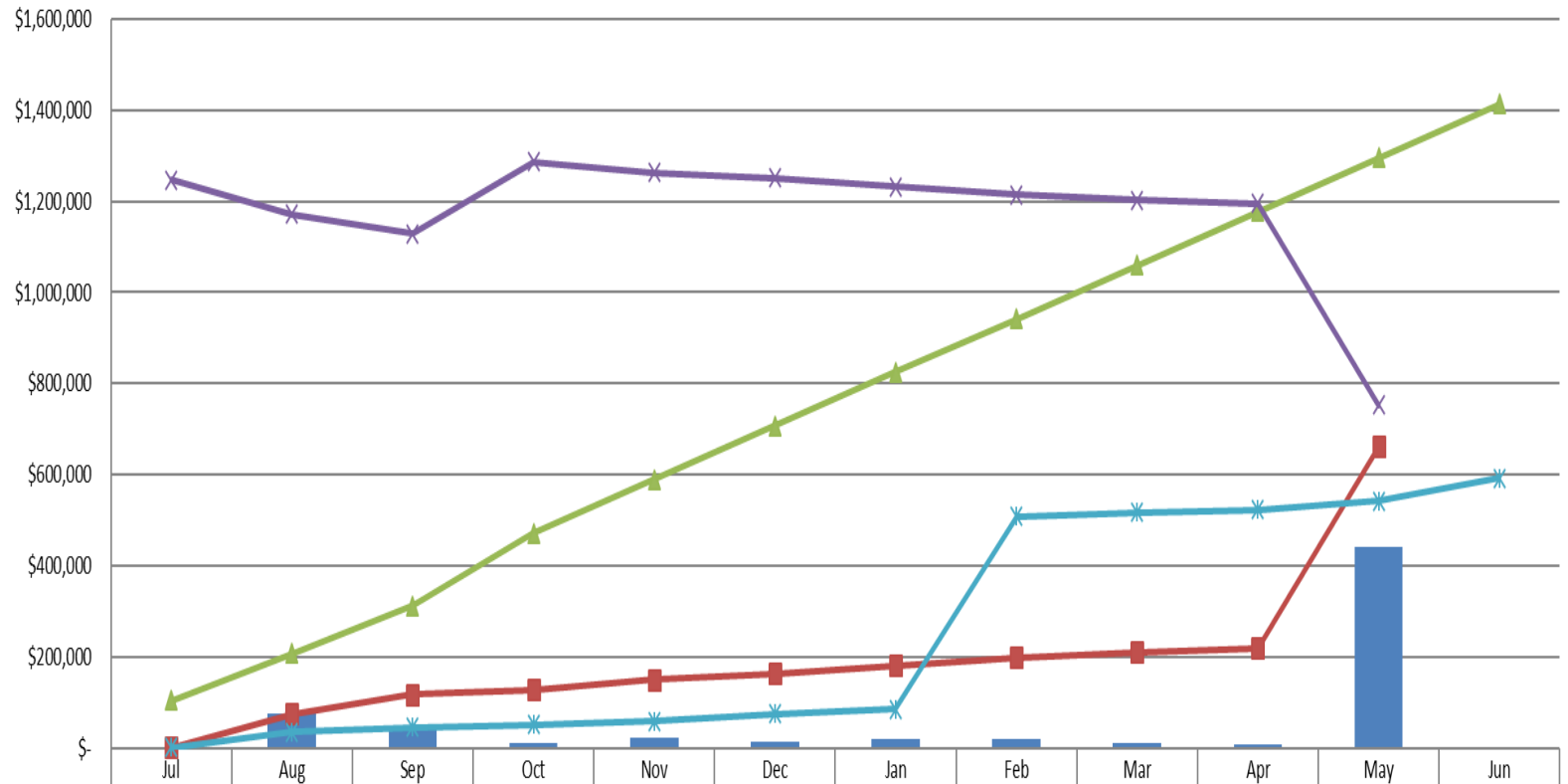
Revenue - Storm Water Taxes Fund Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	2,334	6,952	4,498	4,512	6,498	35,299	588,241	595,180	42,481	(328,343)	10,331	
YTD Actual	2,334	9,285	13,783	18,296	24,793	60,092	648,333	1,243,513	1,285,993	957,651	967,982	967,982
YTD Prorated Budget	103,875	207,750	311,625	471,029	588,786	706,543	824,300	942,057	1,059,815	1,177,572	1,295,329	1,413,086
Prior YTD Actual	8,321	12,430	19,694	26,090	33,412	131,616	618,263	1,076,709	787,518	807,979	816,637	841,978
Balance to Collect	1,244,166	1,237,215	1,232,717	1,394,790	1,388,293	1,352,994	764,753	169,573	127,093	455,435	445,104	445,104

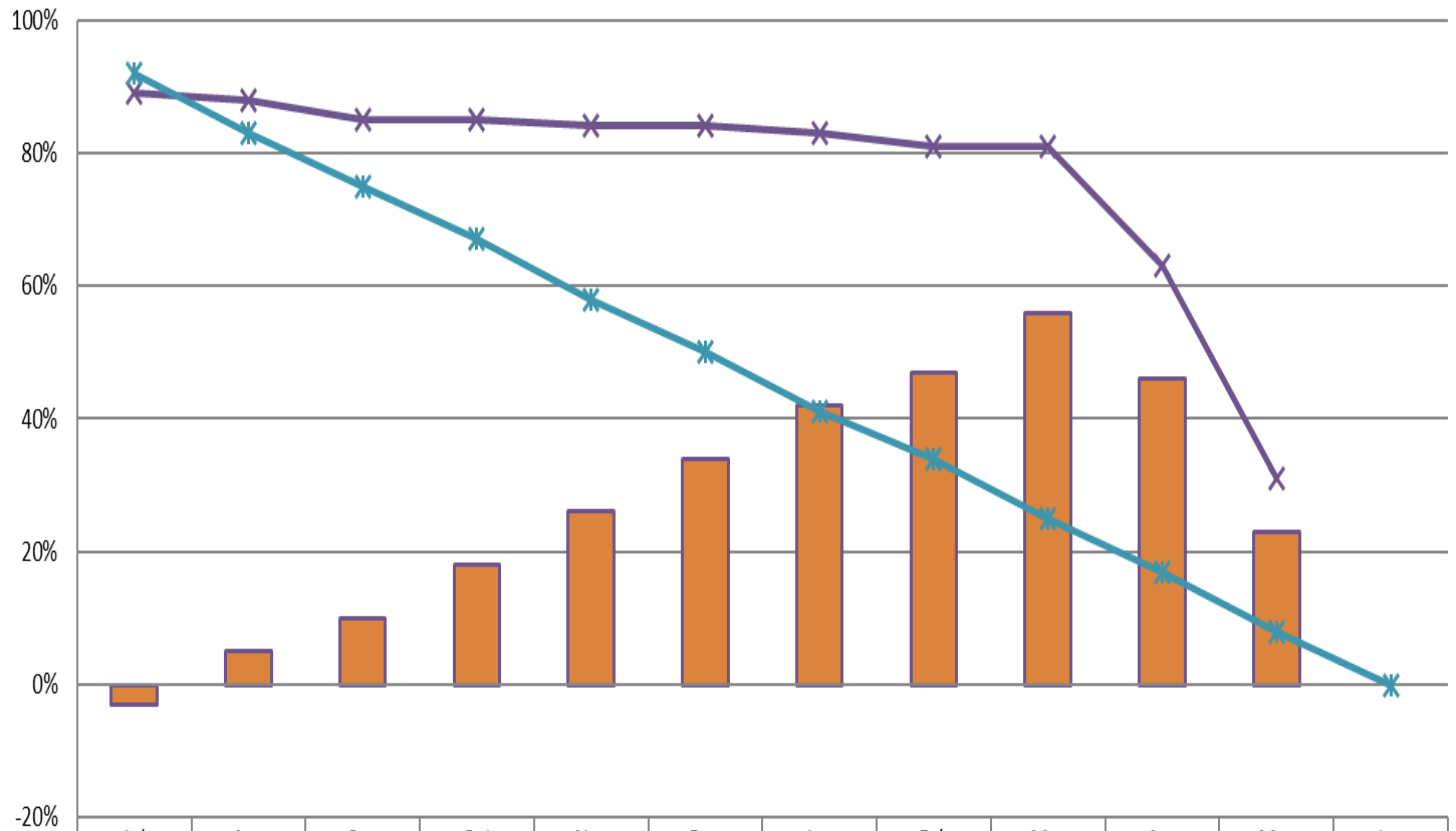
Expenditures - Storm Water Fund

Fiscal Year 2018/19



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	269	74,832	42,764	9,307	23,354	12,029	18,257	18,004	11,252	8,587	442,156	
YTD Actual	269	75,100	117,864	127,171	150,525	162,554	180,811	198,815	210,066	218,653	660,808	
YTD Prorated Budget	103,875	207,750	311,625	471,029	588,786	706,543	824,300	942,057	1,059,815	1,177,572	1,295,329	1,413,086
Prior YTD Actual	697	34,643	45,547	50,753	58,173	74,491	85,064	508,160	516,441	523,383	542,250	592,298
Balance to Expend	1,246,231	1,171,400	1,128,636	1,285,915	1,262,561	1,250,532	1,232,275	1,214,271	1,203,020	1,194,433	752,278	

Budget Percent Remaining - Storm Water Fund Fiscal Year 2018/19



(Over) Under Budget	-3	5	10	18	26	34	42	47	56	46	23	
Actual Percent Remaining	89	88	85	85	84	84	83	81	81	63	31	
Prorated Percent Remaining	92	83	75	67	58	50	41	34	25	17	8	0

Category Number: VII.
Item Number: C.



AGENDA
GREER CITY COUNCIL
6/25/2019

Fire Department Activity Report - May 2019

ATTACHMENTS:

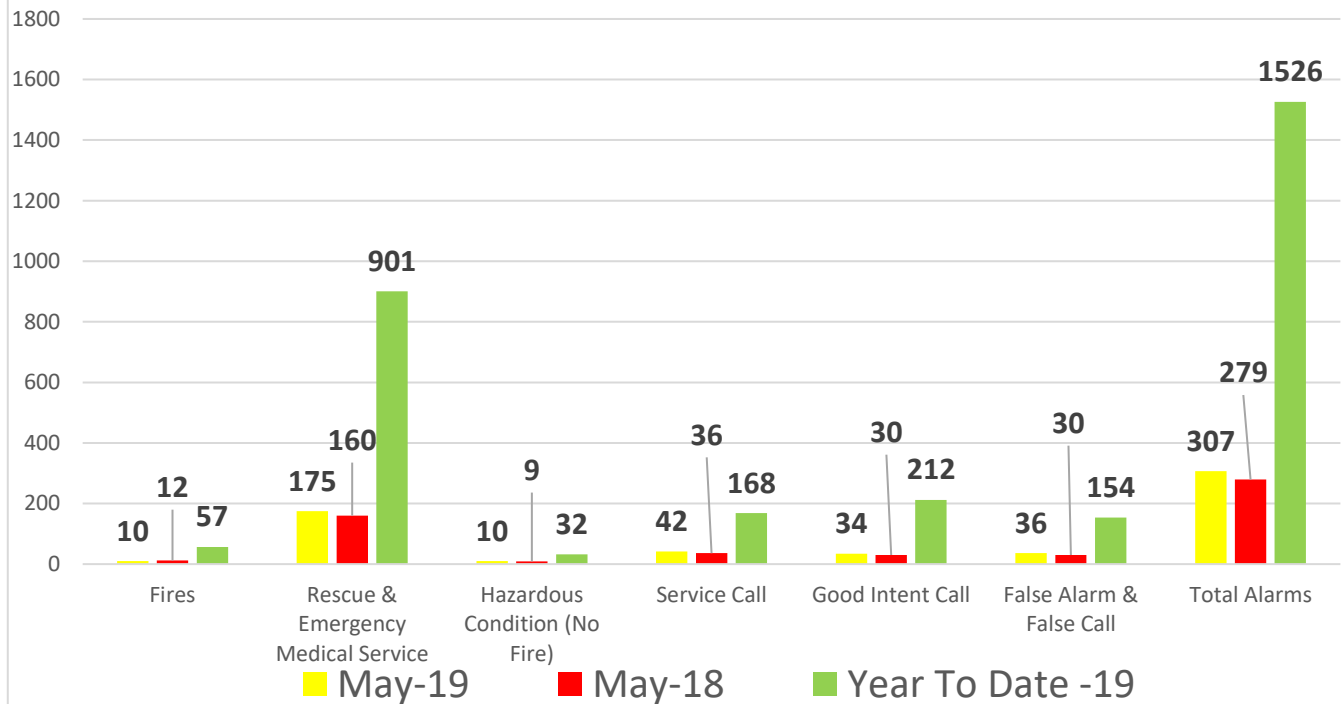
Description	Upload Date	Type
☐ Fire Department Activity Report - May 2019	6/17/2019	Backup Material



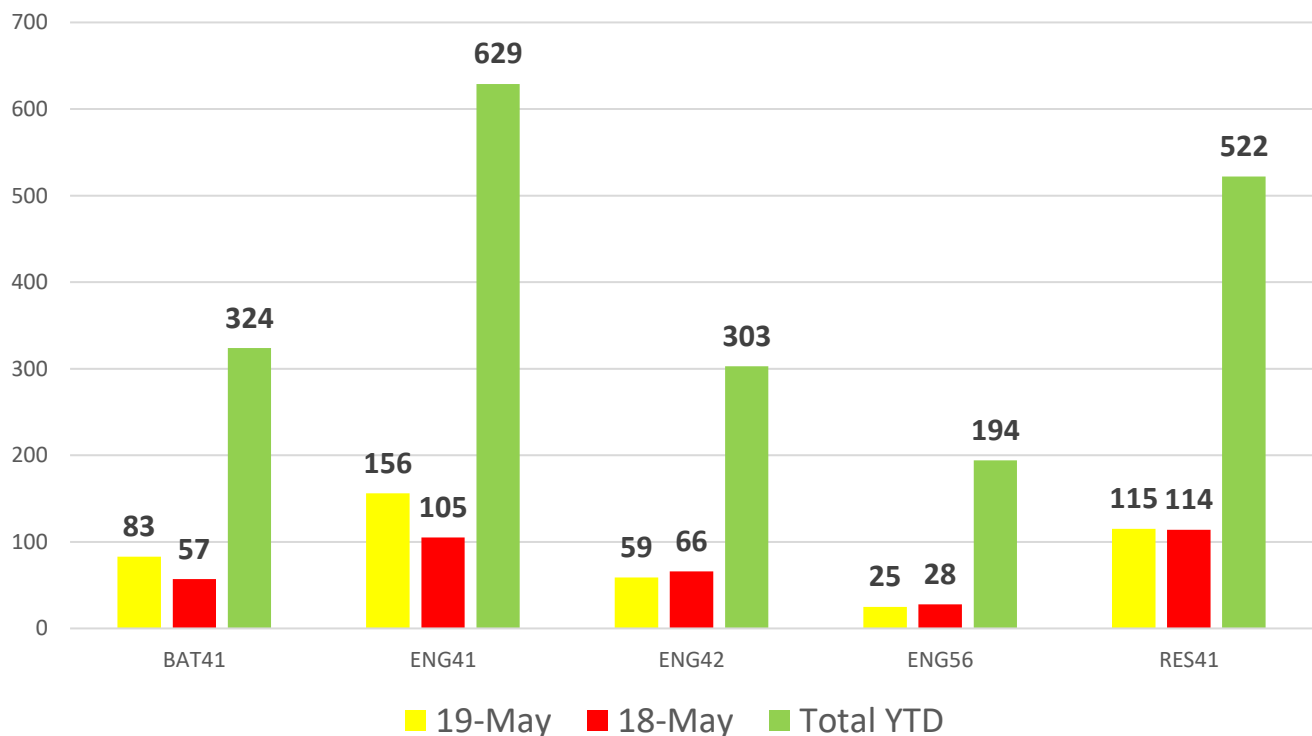
City of Greer Fire Department Monthly Report May 2019



MAJOR INCIDENT TYPES



APPARATUS RESPONSE





City of Greer Fire Department

Monthly Report

May 2019



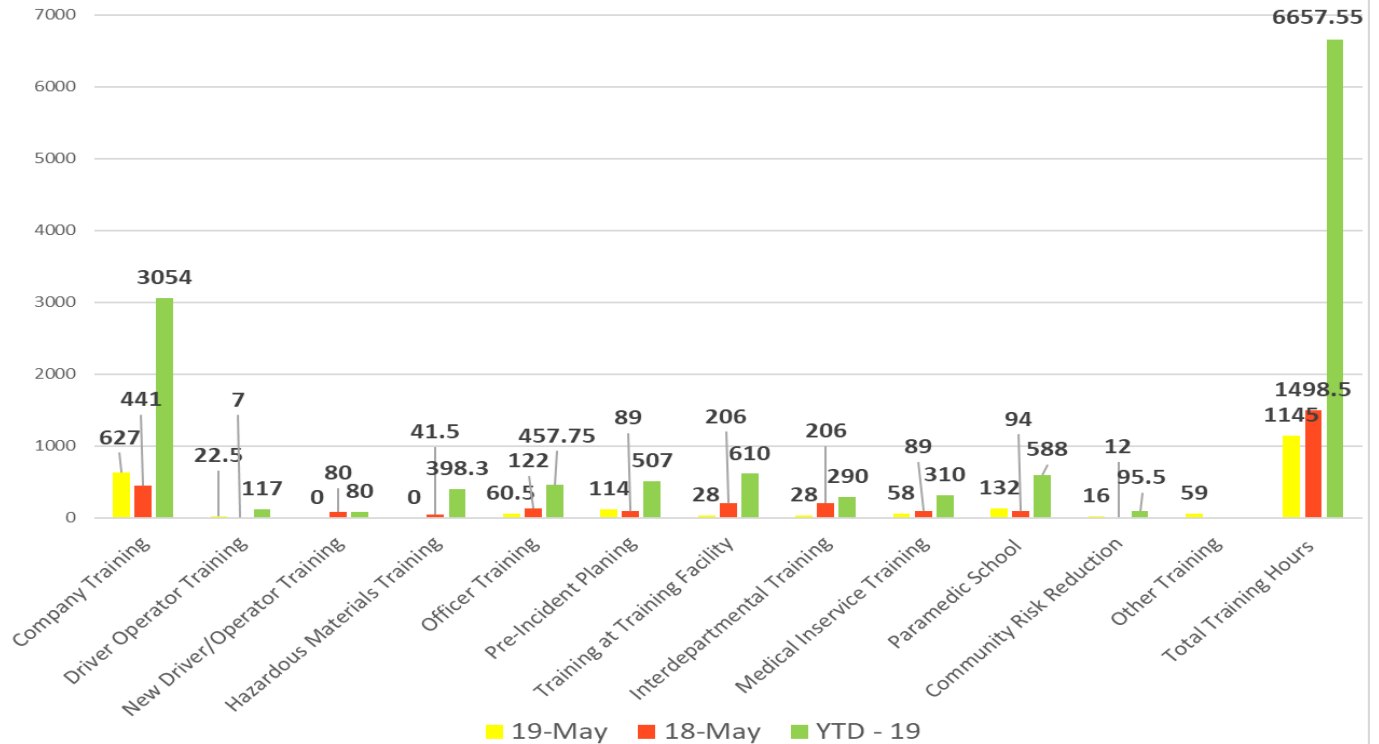
NFPA REPORT FIRES IN STRUCTURES BY FIXED PROPERTY USE (OCCUPANCY)		NUMBER OF INCIDENTS	DEATHS	INJURIES	EST. PROP. DAMAGE
1	Private Dwellings (1 or 2 family), including mobile homes (FPU 419)	21	0	0	\$260,500.00
2	Apartments (3 or more families) (FPU 429)	5	0	0	\$200.00
3	Hotels and Motels (FPU 449)	1	0	0	\$0.00
4	All Other Residential (dormitories, boarding houses, tents, etc.) (FPU 400, 439, 459-499)	1	0	0	\$0.00
5	TOTAL RESIDENTIAL FIRES (Sum of lines 1 through 4)	28	0	0	\$260,700.00
6	Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)	2	0	0	\$0.00
7	Schools and Colleges (FPU 200-299)	0	0	0	\$0.00
8	Health Care and Penal Institutions (hospitals, nursing homes, prisons, etc.) (FPU 300-399)	0		0	\$0.00
9	Stores and Offices (FPU 500-599)	1	0	0	\$7,000.00
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)	0	0	0	\$0.00
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)	31	0	0	\$267,700.00
14a	Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137)	5	0	0	\$16,500.00
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)	9	0	0	\$5,500.00
16	Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved (IT 142-143)	4	0	0	\$0.00
17	Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved (IT 150-155)	4	0	0	\$0.00
18	All Other Fires (IT 100, 160, 163)	2	0	0	\$0.00
19	TOTAL FOR FIRES (Sum of lines 13 through 18)	55	0	0	\$289,700.00
20	Rescue, Emergency Medical Responses (ambulances, EMS, rescue) (IT 300-381)	904	0	0	\$0.00
21	False Alarm Responses (malicious or unintentional false calls, malfunctions, bomb scares) (IT 700-746)	154	0	0	\$0.00
22	Mutual Aid Responses Given	7	0	0	\$0.00
23a	Hazards Materials Responses (spills, leaks, etc.) (IT 410-431)	16	0	0	\$0.00
23b	Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.) (IT 440-482, 400)	17	0	0	\$0.00
24	All Other Responses (smoke scares, lock-outs, animal rescues, etc.) (IT 200-251, 500-699, 800-911)	383	0	0	\$0.00
25	TOTAL FOR ALL INCIDENTS (Sum of lines 19 through 24)	1536	2	7	\$289,700.00



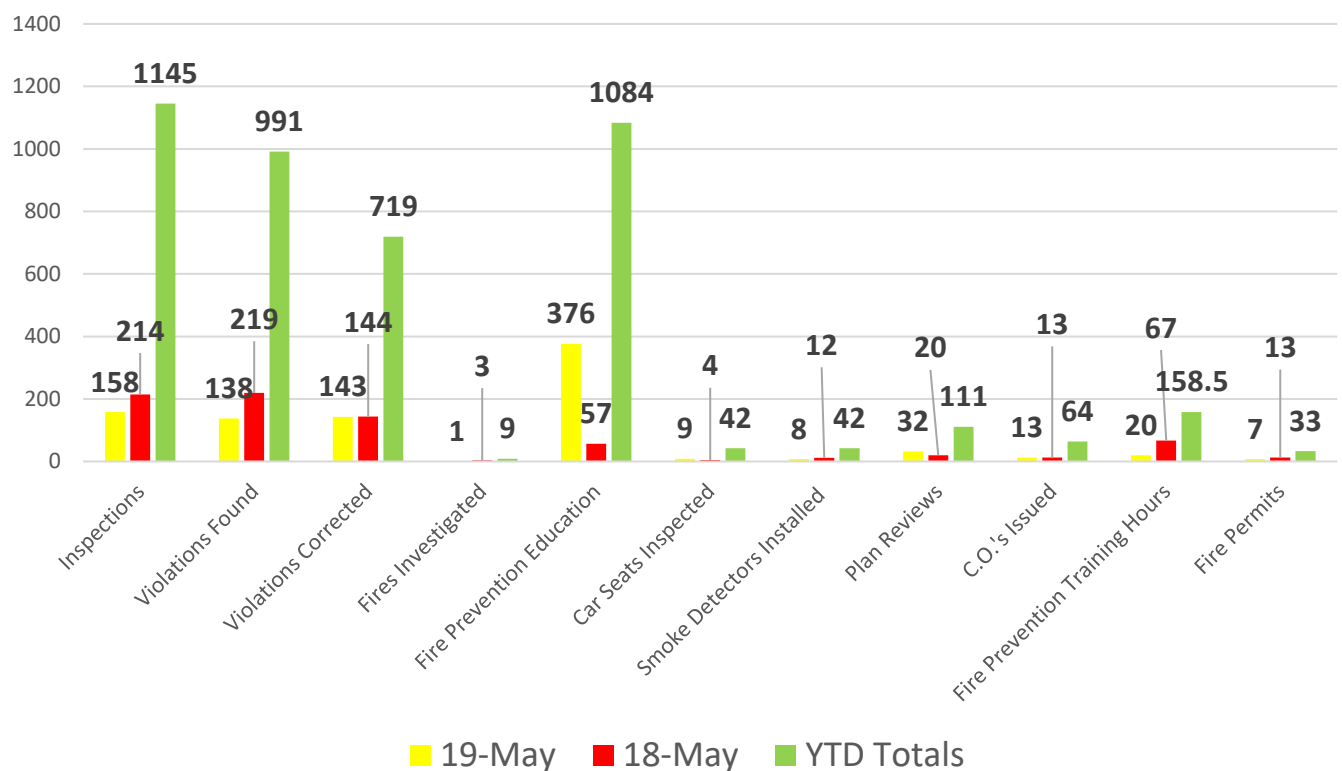
City of Greer Fire Department Monthly Report May 2019



DEPARTMENT TRAINING



OFFICE OF THE FIRE MARSHAL

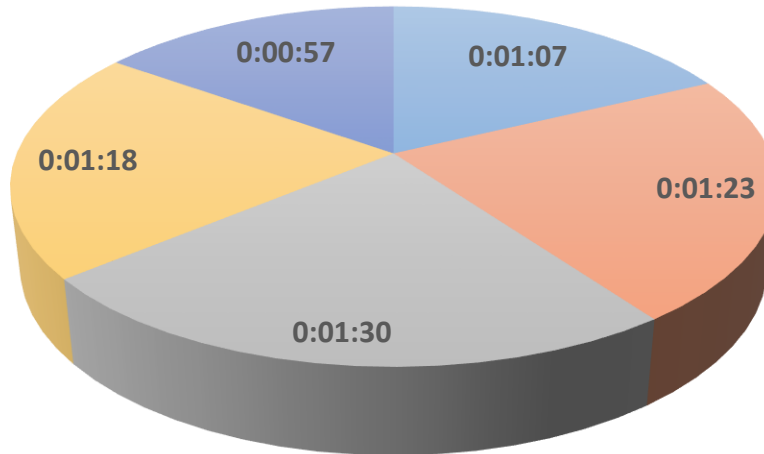




City of Greer Fire Department Monthly Report May 2019

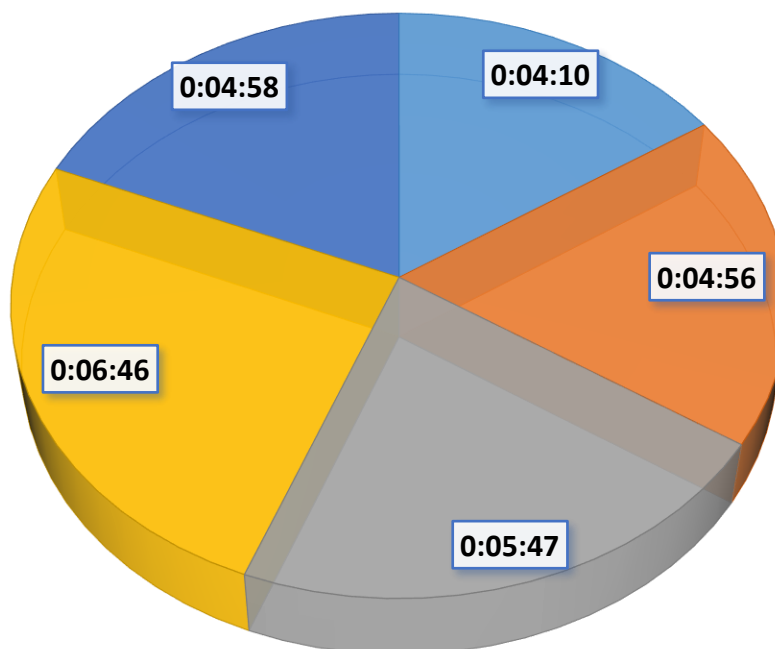


**APPARATUS TURNOUT TIME (min)
(Dispatch to Enroute)
MAY**



BAT41 EN41 EN42 EN56 R41

**AVERAGE RESPONSE TIME, MINUTES
(DISPATCH TO ARRIVED)
MAY**



BAT41
EN41
EN42
EN56
R41



AGENDA
GREER CITY COUNCIL
6/25/2019

Municipal Court Activity Report - May 2019

ATTACHMENTS:

Description	Upload Date	Type
☐ Municipal Court Monthly Report May 2019	6/17/2019	Backup Material



GREER MUNICIPAL COURT

MONTHLY REPORT MAY 2019

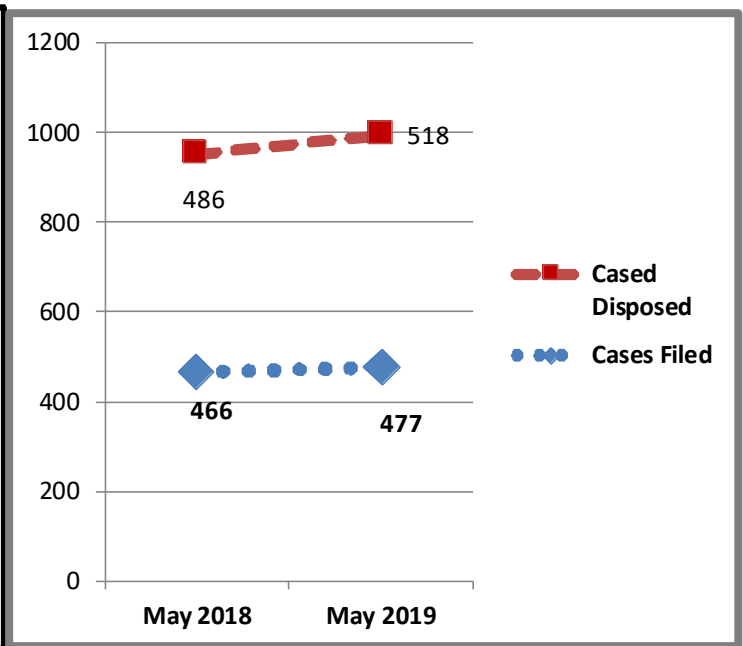
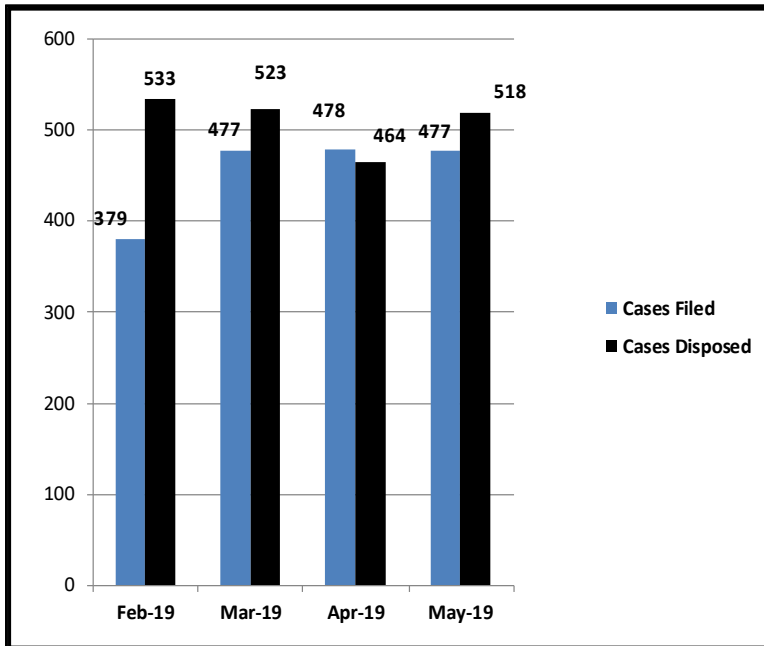


CASE LOAD

Traffic, Criminal and City Ordinances

Total Cases disposed/processed: 518

Total cases filed by officers: 477



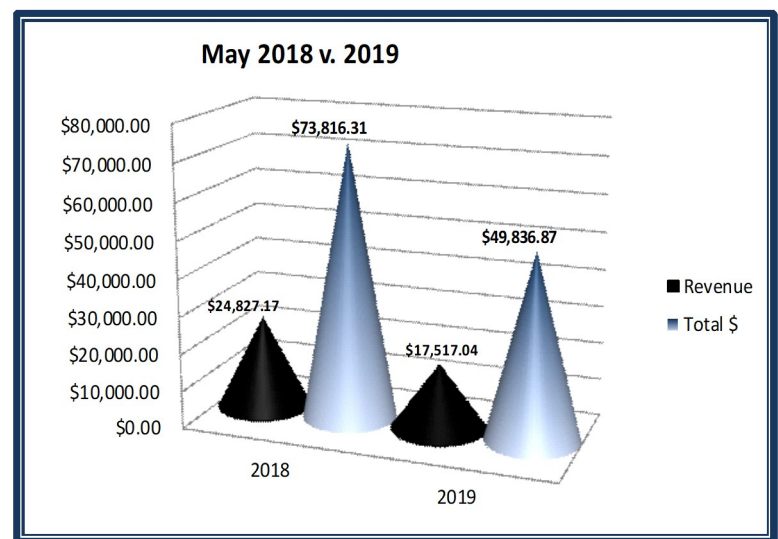
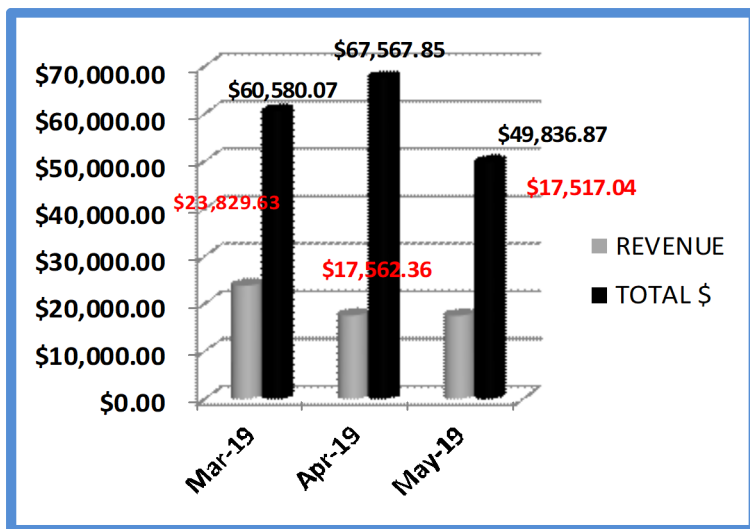
Arrest Warrants, Bench Warrants & Search Warrants

Arrest Warrants issued	143
Arraignments — # of defendants	129
Arraignments — # of charges	230
Bench Warrants issued	15
Bench Warrants served/processed	21
Search Warrants issued	22

FINANCIALS

Revenue

Total Revenue	\$17,517.04
Sent to State Treasurer	\$24,419.35
Victim Assistance Funds	\$ 3,412.40
Total \$ Collected	\$49,836.87



ACTIVITY

- ♦ Traffic Court was held on May 1, 8, 22 and 29.
- ♦ General Sessions Preliminary Hearings were held on May 3rd.
- ♦ Domestic Violence Court was held on May 9th.
- ♦ Plea Day was held on May 2nd.
- ♦ Jury Trials were held the week of May 6th.
- ♦ Kirsten Pressley attended an MCAA Board meeting on May 10th in Columbia.
- ♦ Quarterly judges training was held Saturday, May 18th.
- ♦ Judges Mims and Pitts attended judges training at Hickory Knobb State Park May 19-22.



AGENDA
GREER CITY COUNCIL
6/25/2019

Parks and Recreation Activity Report - May 2019

ATTACHMENTS:

Description	Upload Date	Type
▣ Parks and Recreation Activity Report May 2019	6/19/2019	Cover Memo

City of Greer Parks & Recreation Department

Monthly Report for May 2019



The U8 Team World Cup Spring Champions.

"Creating Community through People, Parks and Programs"

Department Projects

- ◆ Bi-weekly construction meetings were held on site at the Greer Center for the Arts. Attendees included staff from the Parks and Recreation Department, IT Department, Public Services, Hogan Construction, and SGA Architecture. An owner/architect/contractor walkthrough was held on May 29 for punch list items. The facility remains on schedule to begin occupancy in mid-June and the park in mid-July. Grand Opening activities are in the planning stages for the weekend of September 20.
- ◆ Kids Planet: Red Watson presented proposals for playground equipment and grading/site work to Greer City Council on May 28. City Council approved the project at 100%.
- ◆ Erik Horton of Blue Line Consulting has been contracted to develop a proposal for the parking lot at South Suber Road Soccer Complex, the accessible parking spaces at Turner Field, the site plan for the outdoor restrooms at Turner and Victor Fields, and the storm water runoff issues at Century Park.

Department Participation

- ◆ Staff evaluated the department's current budget position and remaining projects for the current fiscal year. Staff also reviewed the proposed budget for fiscal year 2019/2020.
- ◆ Parks and Recreation Department staff members prepared for and operated the City of Greer's tent throughout Greer Family Fest, May 3-4. Information was distributed for various departments in the City, as well as Streetscapes hard hats for children and information regarding the project. An estimated 10,000 guests attended the two-day event in downtown Greer.
- ◆ Staff presented a "Quality of Life" session for Leadership Greer at the Greer Center for the Arts on May 7.
- ◆ Justin Miller attended the May 8 Park Hop meeting at the Mauldin Sports Complex. The summer-long scavenger hunt will begin May 18 in parks throughout Greenville County.
- ◆ The 2019 World Qualifiers Skyhoundz Disc Dog event was held at Century Park on May 25-26. Participants throughout the southeast came to compete in Classic Championship, Disc Dogathon, and Xtreme Distance categories. There were also opportunities for amateurs to showcase their dogs' and their abilities.
- ◆ Ann Cunningham, Red Watson, and Justin Miller attended the Creative Advancement end of the year awards program on May 31 at City Hall. Justin gave the welcome to the estimated 100 people in attendance.

Department Trainings

- ♦ Justin Miller participated in the Food and Nutritional Services Greenville County Schools Summer Feeding training at the MT Anderson building on May 6.
- ♦ Sarah Chapman, Meredith Anzur, Lindsey Shaffer, and Emma Hagg attended an SCRPA customer service training seminar in Cayce on May 16. This training focused on leadership and providing excellent customer service based on Chick-fil-A's S.E.R.V.E. model.

Division Highlights

Grounds Maintenance

- ♦ Dreamscapes installed sod and plant material at Victor Gym along the Line Street side of the building.
- ♦ WP Law performed waterproofing of the City Park lower fountain and also did the bi-annual systems check of the City Park musical fountain.
- ♦ Wigginton Enterprises topdressed City Stadium with 25 tons of topdressing sand.
- ♦ Division Staff:
 - Installed spray and drip irrigation systems at Victor Gym along the Line Street side of the building.
 - Installed "gator bags" on the trees recently planted at Stevens Field and Victor Park. These bags are filled with water every 3 days and provide 2-3 days of water to the trees.
 - Removed the foot valve from the river on the Country Club Road Park irrigation system. Staff will be replacing the sifting screen on this unit to prevent debris from entering the system from the river.
 - Aerified City Stadium and the fields at the South Suber Road Soccer Complex.
 - Made fertilizer applications to City Stadium and Victor Field, and applied sod along Brushy Creek at Kids Planet Park.
 - Replaced irrigation heads at City Stadium.
 - Installed annual, seasonal flowers at City Park at the promenade entrance, flag pole entrance, and clerk's office.
 - Continued to maintain all athletic facilities and fields, recreational facilities, City Park, and neighborhood parks.

Athletics:

- ♦ Division Staff:
 - Facilitated spring baseball practices and games at Century Park, Country Club Road Park, Turner Field, Riverside Middle School, and Stevens Field. Age divisions for the spring season include 4U, 6U, 8U, 10U, and 12U. Games and post-season tournaments were concluded in each age division.
 - Facilitated girls' softball practices and games at Victor Park. Age divisions for the spring are 8U, 10U, and 12U. Games and post-season tournaments were concluded in each age division.
 - Facilitated baseball and girls' softball All-Star team practices at Century Park, Country Club Road Park, and Victor Park. Baseball teams will compete in Dixie Youth Baseball District Tournaments in mid-June and girls' softball teams will compete in early June.
 - Hosted girls' softball All-Star meeting at the Operations Center on May 1. Representatives from District 5 and Boiling Springs were in attendance to discuss the All-Star games, including location and dates. The district All-Star tournaments will be held at Byrnes High School on June 3-8. Greer will have an 8U team and a 12U team competing.
 - Facilitated Academy Soccer practices and games at City Stadium and Country Club Road Park for the 2019 spring season. There are three spring academy teams that will compete in South Carolina Youth Soccer Association games throughout the state. Teams completed their season, and tryouts for the 2019/20 season were held at City Stadium on May 13-17.
 - Facilitated youth soccer practices and games at South Suber Road Soccer Complex. Age divisions include U6, U8, U10, and U12. Teams completed the season on May 13.

Recreation:

- ◆ The Recreation Department hosted the annual Palmetto Cutlery Show at the Tryon Recreation Center on May 3-4. Approximately 20 vendors from around the southeast and more than 200 people were in attendance for the 2-day show.
- ◆ The spring recital of Piano Performers was held on May 19-20 at the Cannon Centre. Over 50 students played beautiful music from Disney selections. Over 200 people were in attendance.
- ◆ On May 23, a beginner Pickleball clinic was hosted at Victor Gym where 5 players received 1-on-1 specialized training from Pickleball instructors. More clinics are planned for June.
- ◆ 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, Tuesdays and Thursdays (250 participants monthly)
 - Ham Radio Classes – Victor Gym (40 participants monthly)
 - Morse Code Classes – Victor Gym (48 participants monthly)
- ◆ SOAR (Seniors Out and ARound)
 - SOAR had four Line Dance Classes this month on May 1, 8, 15, and 29 with an average of 24 seniors in attendance.
 - Bingo was held on May 2 and 16 with an average of 19 members in attendance.
 - On May 9, SOAR went on the annual trip to Strawberry Hill. Members enjoyed breakfast at the café and shopping at the shed for fresh strawberries. There were 22 seniors participating in this fun outing.
 - The monthly Movie Day was held on May 13. This month's movie was the Drama, "Stan & Ollie". There were 12 members in attendance that day.
 - On May 17 a Plant Exchange was held at Victor Gym. Seniors brought plants, clippings, and bulbs to exchange for other plants to take home. There were 7 seniors participating that day.
 - On May 13 a group of 13 seniors participated in a Spring Craft making melted crayon "Stained Glass" bookmarks.
 - Lunch Bunch this month was held on May 23 at Kanpai of Tokyo. There were 25 seniors in attendance to enjoy great food and fellowship.
 - SOAR finished out the month with a trip to Happy Cow Creamery on May 30. Participants enjoyed a tour of the farm and the milking parlor along with shopping in the general store. They also were treated to samples of Happy Cow milk and ice cream. There were 22 seniors in attendance for this fun trip.
 - The average attendance for the month was 18.

Cultural Arts:

- ◆ The Friends of Lake Robinson Juried Art Show was hung at Greer City Hall in the Wall Gallery. An opening reception was held in the lobby of the Wall Gallery on May 7. The top 3 places were announced.
- ◆ Robin Byouk and Sara Odom toured the Mauldin Cultural Arts Center on May 8.
- ◆ Robin Byouk and Sara Odom, along with GCAC volunteers, cleaned out props and costumes and held a YART Sale on May 11 at the Tryon Recreation Center. The GCAC Student Board organized, ran, and cleaned up the sale. They raised \$410 for the Center for the Arts. Most of the remaining items went to Goodwill, Greer Community Ministries, and other non-profit organizations.
- ◆ GCAC held several meetings to work on the Center for the Arts opening Gala on September 20. Robin Byouk met with Chef Musco from the Bonds Center culinary program about being involved in the opening weekend for the Center for the Arts. She also met with representatives from Homes Catering and LaBouteille to set up the food selections for the Gala.

- ◆ Greer Idol and Greer Idol Jr. auditions took place at Greer Family Fest. There was a great turnout of 25. Call-backs were held May 23 at the Tryon Recreation Center, and 8 Idols and 5 Jr. Idol contestants were chosen to compete during Tunes in the Park.
- ◆ Robin Byouk and Sara Odom met with Doug Young at Veterans Park to talk about a sculpture for the fountain. Doug has created several of the sculptures in downtown Greenville, including Water Blessing and Shoeless Joe Jackson.
- ◆ Robin Byouk gave tours of the Center for the Arts to several GCAC Board members as well as Stanley Widener with the Greenville Concert Band, Kelsey Crum with the Carolina Dance Collaborative, Carlos Bulnes of Bulnes Metal Art, and watercolor artist Tom Forrester.
- ◆ Greer Children's Theater held their first production meeting for their fall show, Beauty and the Beast, on May 28.

Events:

- ◆ The Events Division hosted 77 events, at which nearly 17,585 guests visited the City of Greer Events Center.
- ◆ The Greer Farmers Market season kicked off in Greer City Park on May 25 with sponsorship from the City of Greer. The weekly market will go through October with 30 vendors every Saturday and about 500 guests in attendance.

Upcoming Events

- ◆ Moonlight Movies – June 6 – August 1 (City Park Amphitheater)
- ◆ Tunes in the Park & Greer Idol – June 14 – August 2 (City Park Amphitheater)
- ◆ Freedom Blast – June 29 (City Park)
- ◆ Camp Ark 2019 (Tryon Recreation Center)
 - Beginner Camps (Art & Theater Camp)
 - 6/24-27 (Princesses + Pirates)
 - 7/8-11 (The Great 3 Ring Circus)
 - Advanced Camp (Musical Theater Camp)
 - 8/9-11 & 8/16-18 (Willy Wonka Jr)
- ◆ Food Truck Rollout – August 16 (City Park)
- ◆ Railfest – September 28 (City Park)
- ◆ Food Truck Rollout – October 18 (City Park)
- ◆ Artisan Makers Market – October 19 (City Park)
- ◆ Beauty and the Beast – November 8-10, November 15-17 (J. Harley Bonds Center)
- ◆ Tree Lighting – December 6 (City Park)
 - Supper with Santa (Cannon Centre)
- ◆ Breakfast with Santa – December 7 (Cannon Centre)
- ◆ Christmas Parade – December 8 (Downtown)

Current Projects

- ◆ Center for the Arts Renovation
- ◆ Kids Planet Playground Renovation
- ◆ Streetscapes Ambassador Program
- ◆ South Suber Road Parking Area
- ◆ H. R. Turner Field and Victor Park Restroom Facilities
- ◆ H. R. Turner Field Accessible Parking Area
- ◆ Country Club Road Park Shade Structures

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
6/25/2019

Police Department Activity Report - May 2019

ATTACHMENTS:

Description	Upload Date	Type
☐ Police Department Activity Report - May 2019	6/19/2019	Backup Material

GREER POLICE DEPARTMENT

May 2019 Monthly Report



GREER POLICE DEPARTMENT

May 2019 Monthly Report

Command Staff

Chief Hamby

Captain Pressley

Lt. Fortenberry-

Administrative Division

Lt. Blackwell-

Operations Division

Lt. Richardson-

Patrol Division

Lt. Varner-

Investigations Division

Police Superintendent
Visit from Oslo, Norway



Lt. Fortenberry- Administrative Division

Staffing Report

2019 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	62 FT / 1 PT	60 FT / 0 PT	2	2 FT / 1 PT
Communications	12 FT	10 FT	0	2 FT
Detention	6 FT	6 FT	1	0
Administrative	6 FT / 1 PT	6 FT / 1 PT	0	0
Animal Control	1 FT	1 FT	0	0
Total	87 FT / 2 PT	83 FT / 1 PT	3	4 FT / 1 PT

Volunteer Hours

Citizens Academy Volunteer Hours												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly Total	185	97	167.25	158.5	143							
Total YTD	185	282	449.25	607.75	750.75							

Departmental Training Report

Month	Classes	# Of Students	# Of Class Hours	Total Training Time
Jan. 2019	6	157	14	364
Feb. 2019	5	142	11	304
Mar. 2019	6	215	36.5	1,309
Apr. 2019	7	149	15	356
May 2019	7	97	185.5	1,780
June 2019				
July 2019				
Aug. 2019				
Sept. 2019				
Oct. 2019				
Nov. 2019				
Dec. 2019				
Total YTD	31	760	262	4,113

Lt. Fortenberry- Administrative Division

Community Engagement

SCCJA Graduations- Officers Badenoch, Bannister, and Murray



CBL State Savings Bank \$2500 Donation to Cops for Tots



Lt. Blackwell- Operations Division

Communications Center

Dispatch and Call Frequency	Apr-19	May-19	% Change From Previous Month	Year to Date 2018	Year to Date 2019	% Change From Previous Year
Number of 911 Calls	1,392	1,475	6.0%	6,107	6,605	8.2%
Incoming 7-Digit Line Calls	5,509	5,788	5.1%	26,554	26,942	1.5%
Police Calls for Service	2,577	2,784	8.0%	13,499	13,726	1.7%
Fire Calls for Service	770	770	0.0%	1,545	3,864	150.1%
Total Dispatched Calls	3,347	3,554	6.2%	15,044	18,217	21.1%

Detention Center

Inmate and Process Total	Apr-19	May-19	% Change From Previous Month	Year to Date 2018	Year to Date 2019	% Change From Previous Year
Number of Adults Processed	131	123	-6.1%	725	623	-14.1%
Transported to Greenville	39	60	53.8%	236	227	-3.8%
Transported to Spartanburg	37	20	-45.9%	130	167	28.5%
Juveniles Processed	3	0	-100.0%	12	9	-25.0%
Hours Covered by Patrol	0	12	100.0%	178	12	-93.3%

Lt. Blackwell- Operations Division

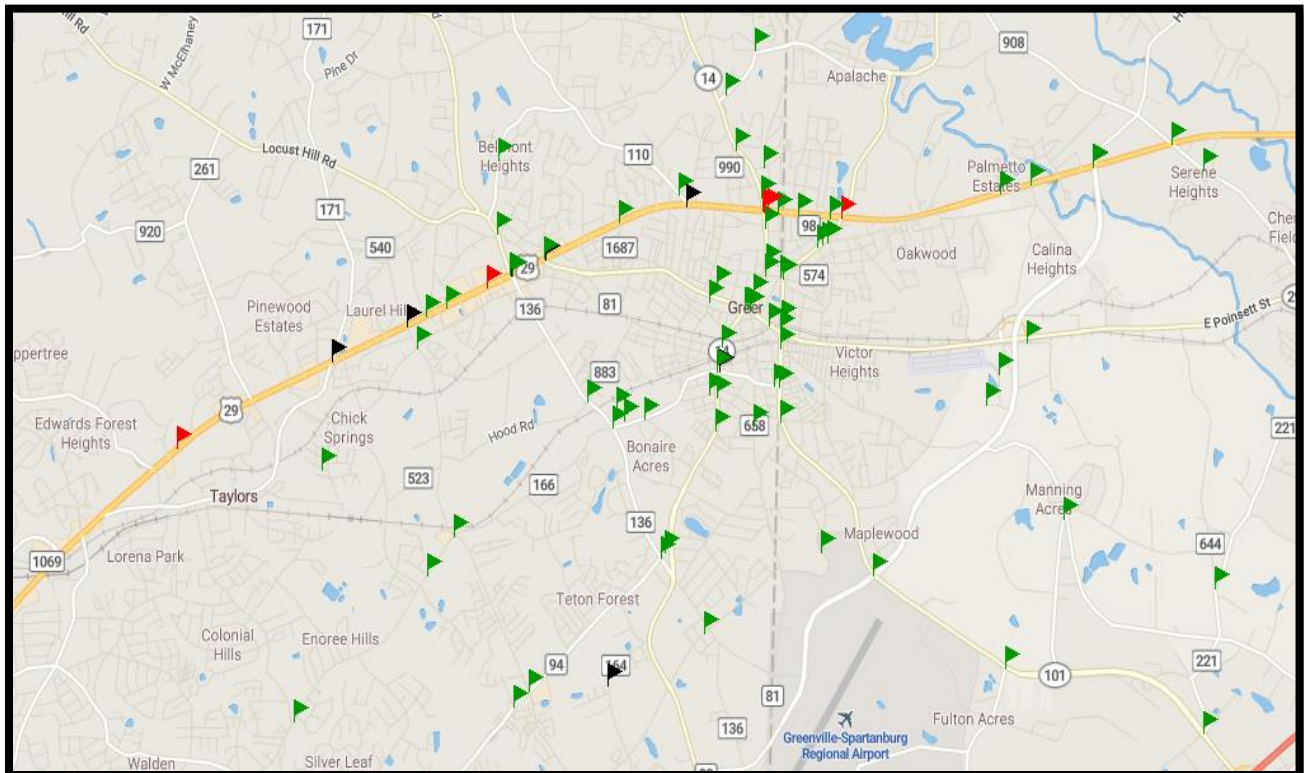
Animal Control Services

Animal Control Activity	April 2019	May 2019	% Change From Previous Month	Year to Date 2018	Year to Date 2019	% Change From Previous Year
Calls for Service	145	146	-0.7%	879	697	-20.7%
Live Dogs Picked Up	12	15	25.0%	57	52	-8.8%
Live Cats Picked Up	4	5	25.0%	29	26	-10.3%
Traps Delivered	4	6	50.0%	27	25	-7.4%
Follow Up Calls	13	6	-53.8%	66	71	7.6%
Citations Issued	4	1	75.0%	1	7	600.0%

Lt. Richardson- Patrol Division

Police Patrol Activity	May-18	May-19	% Change	Last YTD	YTD	% Change
Citations issued	360	377	4.72%	1,928	1,766	-8.40%
Arrests	157	119	-24.20%	737	729	-1.09%
Incident Reports	347	353	1.73%	1,669	1,425	-14.62%
Collision Reports	124	153	23.39%	656	708	7.93%
Warning Citations	262	278	6.11%	1,570	1,413	-10.00%
Patrol Miles	30,815	28,768	-6.64%	165,118	143,024	-13.38%
Warrants Served	98	101	3.06%	609	509	-16.42%
Field Interviews	1	1	0.00%	38	30	-21.05%

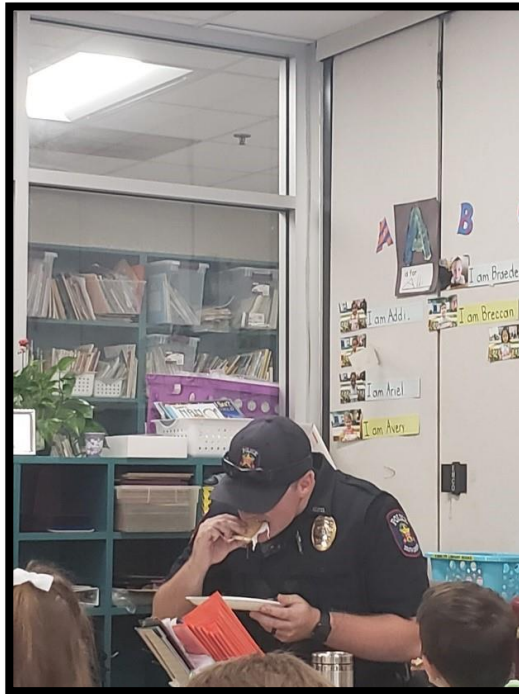
May 2019 Collision Locations



Lt. Richardson- Patrol Division

Patrol Community Engagement

**Off. Kimbler enjoyed eating
S'mores with students at
Crestview Elementary**



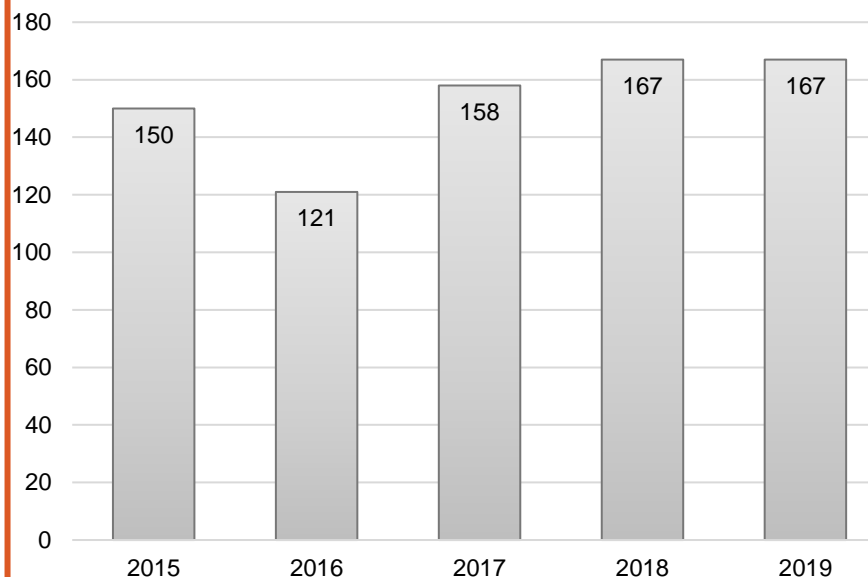
**Officers participating in
Field Day at Woodland
Elementary**

Lt. Varner- Investigations Division

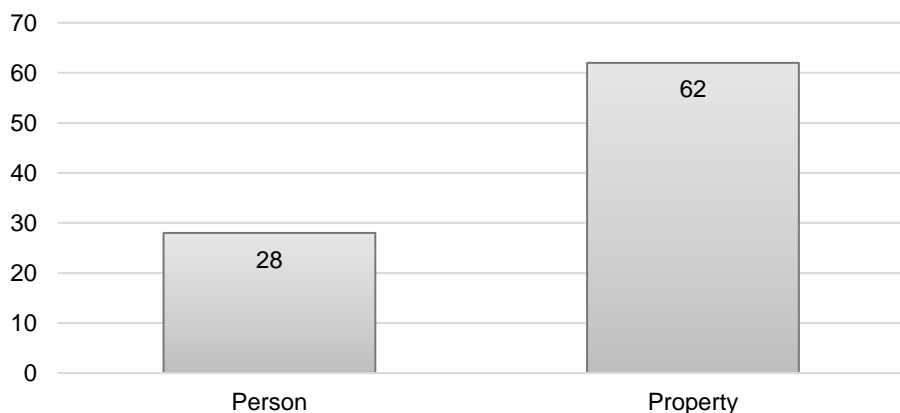
Cases Assigned YTD

There were a total of 26 new cases assigned to CID in May 2019. Crimes involving Burglaries and Larcenies are the most assigned cases this month.

CID Assigned Cases
Year to Date - May 2019



CID Closed Cases - Year to Date 2019
(Admin, Ex-Clear, No Status, Unfounded, Arrest)

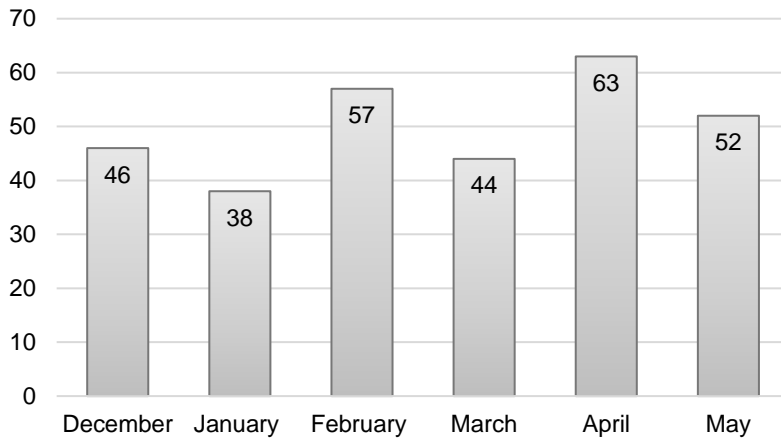


Closed Cases YTD

The chart represents the total number of closed CID cases thru May 2019, broken down by crimes against persons and property crimes.

Lt. Varner- Investigations Division

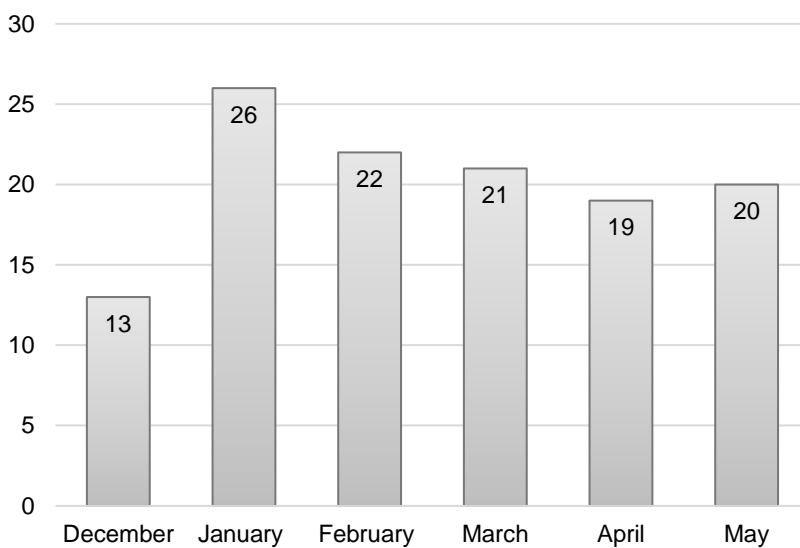
New VA Cases
May 2019



New Victim Advocate Cases

There were 52 new cases assigned in May 2019. The average number of cases in the last six months are 50 cases.

Crime Analysis -
Cases Worked May 2019



Crime Analyst Cases Worked

Crime Analyst Ellis worked 20 cases, created and disseminated 11 bulletins, attended 5 meetings, and worked with officers on 4 intelligence requests. Crime Analyst Ellis has been able to complete the transition to the Zoho app for the department, and has assisted officers with familiarizing themselves with its use.

Lt. Varner- Investigations Division

Vice/Narcotics Activity for May 2019

Arrests Made:	6	Undercover Operations:	3
Arrest Warrants Signed:	10	Arrest Warrants Signed:	13
Search Warrants Served:	2	Search Warrants Executed:	3
Compliance Checks:	15	Alcohol Violations:	2
Citations Issued:	3	Agency Assists:	4

<u>Type of Drug Seized/Purchased</u>	<u>Quantity of Drug Seized/Purchased (approx.)</u>
Methamphetamine	48 g (19g crystal, 114 tablets)
Alprazolam	5 tablets
Marijuana	17 g
Crack cocaine	.2 g

Notable Events / Cases

Area 1- Bradford Apartments- Marion Dodd

Over the past few months, Vice conducted multiple undercover purchase operations from Marion Dodd at or near the Bradford Apartments. Dodd sold quantities of marijuana and methamphetamine to an informant, which was marketed as MDMA. Lab results confirmed that Dodd had been selling methamphetamine and Dodd was arrested on May 7; he was found to be in possession of 114 methamphetamine tablets. Dodd was served with seven felony drug warrants including trafficking methamphetamine over 28 grams.

Area 2- Kendrick Apartments- Zachary Weavil

Over the past few months, Apartment 2 at Kendrick Apartments has been the source of multiple complaints regarding wanted persons and possible drug activity. In April, Vice conducted an undercover purchase of methamphetamine from Weavil and warrants were obtained. Weavil was located on May 8 and was found to be in possession of more than a gram of methamphetamine, a large quantity of stage money and two realistic bb pistols.

Lt. Varner- Investigations Division

Area 4- Hot Spot- Samuel Caballero

In partnership with the Spartanburg County Sheriff's Office Narcotics Unit, Vice located and arrested Samuel Caballero inside the Hot Spot at 306 S. Line Street. During a search incident to arrest, Caballero was found to be in possession of one half ounce of methamphetamine, disguised inside gummy bear packages. During a search of Caballero's vehicle, Det. Montgomery located another three grams of meth, ten grams of marijuana, and five Xanax tablets, which Caballero claimed as his own.

Personnel Training/Events/Assists:

- 5/1-2: Det. Montgomery, Cpl. McWhite, and Lt. Blackwell assisted the Greenville Police Department Vice and Narcotics Unit with a two-day prostitution operation where 27 male "johns" were arrested
- 5/4: Cpl. McWhite worked Family Fest
- 5/6: Det. Montgomery and Cpl. McWhite assisted Det. Prino and CID with the Greer High saturation
- 5/7: Det. Montgomery and Cpl. McWhite completed in-service training
- 5/9: Cpl. McWhite completed MASC Worker's Compensation- Sprain and Strain Prevention
- 5/13: Cpl. McWhite completed MASC Drug and Alcohol Awareness, Leadership verses Management, and De-escalation and Minimizing Use of Force Training
- 5/14: Det. Montgomery and Cpl. McWhite conducted 15 off-premise alcohol compliance checks
- 5/16: Cpl. McWhite and Lt. Blackwell assisted Greenville Police Department Vice detectives with an undercover drug operation in downtown Greenville
- 5/19: Cpl. McWhite addressed a group of community members at Victor Baptist Church on the subject of drug awareness
- 5/20: Cpl. McWhite met with his "Little Brother" Steven at Crestview Elementary
- 5/21: Cpl. McWhite and Det. Montgomery assisted Greenville City Vice detectives with an undercover operation in Greenville
- 5/22: Cpl. McWhite testified in city court hearings
- 5/23: Det. Montgomery and Cpl. McWhite assisted the Spartanburg County Sheriff's Office Home Incarceration Program Unit with a home visit at 18 21st Street
- 5/25: Det. Montgomery assisted to OSD by supplementing jail staff
- 5/29: Det. Montgomery and Cpl. McWhite attended monthly ERT Sniper Team training
- 5/31: Det. Montgomery and Cpl. McWhite attended a meeting at the Greenville Solicitor's office to discuss equipment needs for the Greenville County Multi-Jurisdictional Drug Enforcement Unit

CID TRAINING/OTHER

- CID assisted with a saturation at Greer High on 5/5.
- Several CID personnel assisted with working Family Fest 5/3-5/4.
- CID attended In-Service training on 5/7.
- Sgt. Forrester completed Reid' Interview Technique Training in Atlanta
- Lt. Varner & Det. Arterburn completed an extradition form Alabama.
- CID Detectives attended Spartanburg Prelims every Thursday in May.

Category Number: VII.
Item Number: G.



AGENDA
GREER CITY COUNCIL
6/25/2019

Public Services Activity Report - May 2019

ATTACHMENTS:

Description	Upload Date	Type
☐ Public Services Activity Report - May 2019	6/17/2019	Backup Material



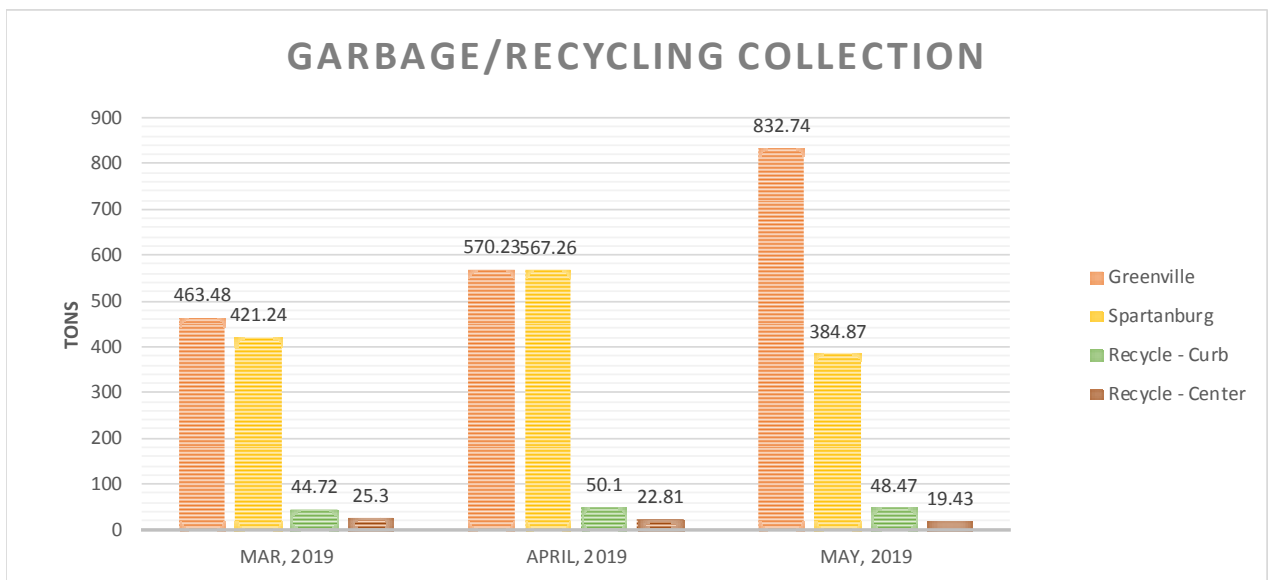
TO: ED DRIGGERS, CITY ADMINISTRATOR
TAMMY DUNCAN, CITY CLERK

FROM: PUBLIC SERVICES DEPARTMENT

SUBJECT: ACTIVITY REPORT FOR May, 2019

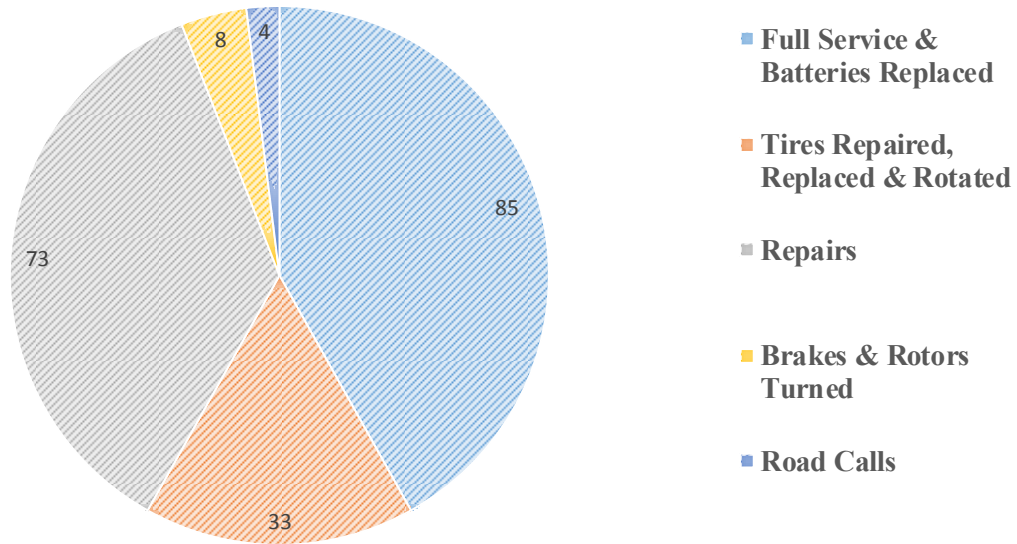
DATE: JUNE 19, 2019

The Public Services Department submits the following activity for May, 2019



YTD Totals: Greenville 5,902.84 + Spartanburg 6,235.08 = **12,137.92 Tons**

VEHICLE MAINTENANCE



CARTS DELIVERED

NEW HOME CARTS: **37**

REPLACEMENT CARTS: **25**

RECYCLE BINS: **49**

CART REPAIRED: **20**

YARD WASTE CARTS: **7**

PUBLIC SERVICE CREW

- Barricades and trash cans were set up and taken down for Family Fest
- All Employess worked at Family Fest
- Two loads of E-Waste taken to landfill
- Eight dump truck loads of street sweepings from the old shop were taken to the landfill
- Replaced 180' of sidewalk on South Ave.

STORM DRAINS & CATCH BASINS

- Rebuilt storm drain box on Holly Circle
- Camera was run into storm drain line in the Sudduth Farms Subdivision
- Storm drain line on Campbell Ave was jetted and catch basin cleaned

BUSHHOG & RIGHT-OF-WAY CUTBACKS

- Cut back right of ways throughout the City
- Cemeteries were cut twice
- Downtown cut and cleaned in preparation for Family Fest

STREET SWEEPER

- Street sweeper was run for 15 days on the city streets and curb lines

WEED SPRAY

- Several areas were sprayed including Snow St triangle, Poplar bridge, Biblebrooke, Chicksprings, guard rails at Pelham Hospital, guard rail at Gilliam Rd and Sally Port

POTHOLES

- Patched potholes on Gilliam Rd, Clay Ave., S Main, W Phillips Rd, and Gary Armstrong

SIGNS REPAIRED/REPLACED

- Repaired or replaced Stop signs at Cannon & Jason and Inglesby & Jones
- Street signs at Fairview & Will and Green & W Arlington
- Repaired signs on Dillard & Vaughn and E Frontage Rd & Hwy 14

CITY BUILDING, AND CUSTODIAL MAINTENANCE

- **Applied roof coating to stop leak on Museum roof**
- **Demo was completed at old kennel**
- **Fan motor was replaced at Greer Relief**
- **Work continues on new holding cell in jail**
- **Insulated duct in foyer at Cannon Center to control condensation**
- **Supervised hardwood floor repair at City Hall**
- **Supervised contractor in HVAC repair at Needmore**
- **Fire Alarms were tested at City Hall, Cannon, Police and Courts**
- **Oversaw contractor clean carpet on 2nd floor of City Hall**

Category Number: VII.
Item Number: H.



AGENDA
GREER CITY COUNCIL
6/25/2019

Website Activity Report - May 2019

ATTACHMENTS:

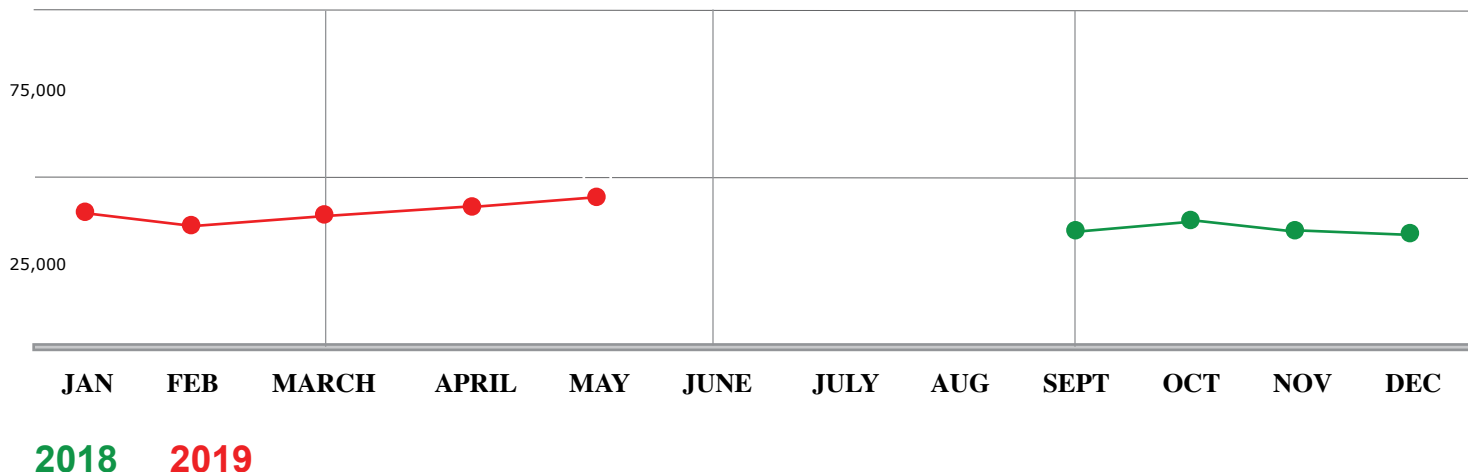
Description	Upload Date	Type
☐ Website Activity Report - May 2019	6/18/2019	Backup Material



City of Greer Website

May 2019 Monthly Report

Total Page Views by Month



Daily sessions at www.cityofgreer.org

May 1-31, 2019



Visitors to www.cityofgreer.org

Total Users:	12,997 from 63 countries
Desktop:	5,432 (41.5 %)
Mobile:	6,982 (53.4 %)
Tablet:	673 (5.1 %)

Most Viewed Pages

1. Home
2. Youth Baseball
3. Youth Sports
4. City Departments
5. Police Department
6. Detention Center
7. Trash Collection
8. Parks and Recreation
9. Youth Softball
10. Events Center Rentals
11. Trash Collection Schedule
12. Job Openings
13. Century Park
14. Planning & Zoning
15. Youth Sports

Retention

Monthly Page Views:	44,658
Avg Pages per Session:	2.43
Average Time per Session:	1 minute, 50 seconds

Traffic Sources

Search Engines	75.9 %
Direct Traffic:	20.7 %
Social/Other:	3.4 %

Category Number: IX.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/25/2019

Board of Architectural Review

Summary:

Historian - Joadia Hiatt has resigned her term expires 6/30/2021 (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
□ Board of Architectural Review	6/17/2019	Backup Material



**CITY OF GREER BOARD OF
ARCHITECTURAL REVIEW
3 Year Terms**

		DATE OF APPOINTMENT	TERM EXPIRATION
David Langley 106 Sandy Creek Court Greer, SC 29650 Residence 244-6899	Business 968-0224	May 14, 2019	June 30, 2022
		June 28, 2016	June 30, 2019
		June 11, 2013	June 30, 2016
		April 13, 2010	June 30, 2013
		Email dlangley@la-architects.com	
Joada Hiatt 509 Tryon Street Greer, SC 29651 Residence 877-4626	Business 877-3377	June 12, 2018	June 30, 2021
		June 9, 2015	June 30, 2018
		June 12, 2012	June 30, 2015
		Email joadahiatt@bellsouth.net	
Brandon Price 124 Vandiventer Drive Greer, SC 29650 Residence 877-7341	Business 877-6525	June 12, 2018	June 30, 2021
		June 9, 2015	June 30, 2018
		June 26, 2012	June 30, 2015
		Email Brandon@smithandjames.com	
Linda Wood 243 Cannon Street Greer, SC 29651 Residence 877-9463	Business 905-5244	July 11, 2017	June 30, 2020
		June 24, 2014	June 30, 2017
		June 14, 2011	June 30, 2014
		Email Lwood9@aol.com	
Marney Hannon 304 N. Miller Street Greer, SC 29650 Residence 877-2644	Cell 420-7202	July 11, 2017	June 30, 2020
		June 24, 2014	June 30, 2017
		June 14, 2011	June 30, 2014
		Email marney.hannon@holcim.com	

Sec. 2-188. The Board of Architectural Review shall be subject to all provision of this article except for the seven member requirement.

Category Number: IX.
Item Number: B.



AGENDA
GREER CITY COUNCIL
6/25/2019

Appointees to the Greenville-Spartanburg International Airport Environs Planning Commission

Summary:

Greenville County Representative
William A. (Andy) Burleigh's term expires 6/30/2019 (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
□ Appointees to the Greenville-Spartanburg International Airport Environs Planning Commission	6/17/2019	Backup Material



**CITY OF GREER APPOINTEES TO THE
GREENVILLE-SPARTANBURG
INTERNATIONAL AIRPORT
ENVIRONS PLANNING COMMISSION**

Two Year Terms

DATE OF APPOINTMENT TERM EXPIRES

SPARTANBURG COUNTY REPRESENTATIVE

Miles Nason	June 12, 2018	June 30, 2020
250 Faye Court	June 28, 2016	June 30, 2018
Greer, SC 29651	July 24, 2013	June 30, 2016
Cell 864-350-7054	July 23, 2013	June 30, 2014
Business 864-848-9070		
E-mail miles@nasonsc.com		

GREENVILLE COUNTY REPRESENTATIVE

William A. (Andy) Burleigh	June 27, 2017	June 30, 2019
205 North Miller Street	May 26, 2015	June 30, 2017
Greer, South Carolina 29650-1929	July 23, 2013	June 30, 2015
Residence 864-848-0084		
Cell 404-625-5321		
E-mail andyburleigh@gmail.com		

Category Number: X.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/25/2019

Second and Final Reading of Ordinance Number 19-2019

Summary:

AN ORDINANCE AMENDING CHAPTER 54 MANUFACTURED HOUSING, ARTICLE II MANUFACTURED HOMES, SECTION 54-31 PERMIT REQUIRED, TO ELIMINATE THE ANNUAL PERMIT FEE. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
□ Ordinance Number 19-2019	6/17/2019	Ordinance

ORDINANCE NUMBER 19-2019

AN ORDINANCE AMENDING CHAPTER 54 MANUFACTURED HOUSING, ARTICLE II MANUFACTURED HOMES, SECTION 54-31 PERMIT REQUIRED, TO ELIMINATE THE ANNUAL PERMIT FEE.

WHEREAS, the City of Greer City Council at various times reviews the city ordinances to make necessary improvements and/or changes; and,

WHEREAS, the City of Greer City Council recognizes this fee no longer aligns with the business practices of the City of Greer; and,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Greer, South Carolina that the Greer City Code of Ordinances Chapter 54 Manufactured Housing, Article II Manufactured Homes, Section 54-31 – Permit Required be amended as follows:

Chapter 54 - MANUFACTURED HOUSING

ARTICLE II. - MANUFACTURED HOMES

Sec. 54-31. - Permit required.

No person shall place or park a manufactured home within the city or maintain an existing manufactured home without first obtaining a permit from the city, and no manufactured home shall be parked inside the city unless it conforms to the city zoning ordinances. ~~The owner of any manufactured home placed in the city shall pay an annual permit of \$15.00. Such permit shall be renewed within the first 31 days at the beginning of each calendar year.~~

All ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Wryley Bettis

First Reading: June 11, 2019

Second and
Final Reading: June 25, 2019

Approved as to Form:

John B. Duggan, Esquire
City Attorney

Category Number: X.
Item Number: B.



AGENDA
GREER CITY COUNCIL
6/25/2019

Second and Final Reading of Ordinance Number 22-2019

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY OLENA ELMORE LOCATED AT 317 PARKER STREET FROM C-2 (COMMERCIAL) TO RM-2 (RESIDENTIAL, MULTI- FAMILY DISTRICT). (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance Number 22-2019	6/17/2019	Ordinance
❑ Ord 22-2019 Exhibit A Map	6/17/2019	Exhibit
❑ Ord 22-2019 Zoning Application	6/17/2019	Backup Material

ORDINANCE NUMBER 22-2019

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY OLENA ELMORE LOCATED AT 317 PARKER STREET FROM C-2 (COMMERCIAL) TO RM-2 (RESIDENTIAL, MULTI-FAMILY DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to a certain property owned by Olena Elmore located at 317 Parker Street and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Number G008000400200 containing approximately .21 +/- acres attached hereto marked as Exhibit A.

1. The owner desires to change the zoning classification of her property and has shown the need for such use to the Greer Planning Commission at a public hearing held on May 20, 2019.

2. To accomplish the desired change in use in the most effective manner, the zoning classification should be changed to RM-2 (Residential, Multi-Family District).

3. The proposed use is in keeping with the general character of the surrounding property.

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

The zoning classification of property located at 317 Parker Street more particularly identified by the attached City of Greer Map specifying Greenville County Parcel Number G008000400200 containing approximately .21 +/- acres attached hereto

marked as Exhibit A shall be changed from C-2 (Commercial District) to RM-2 (Residential, Multi-Family District).

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Wryley Bettis

First Reading: June 11, 2019

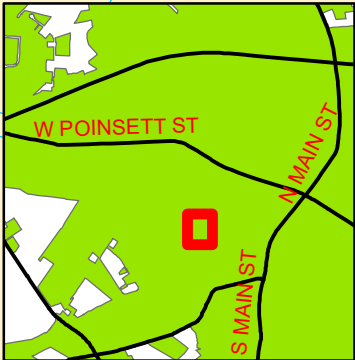
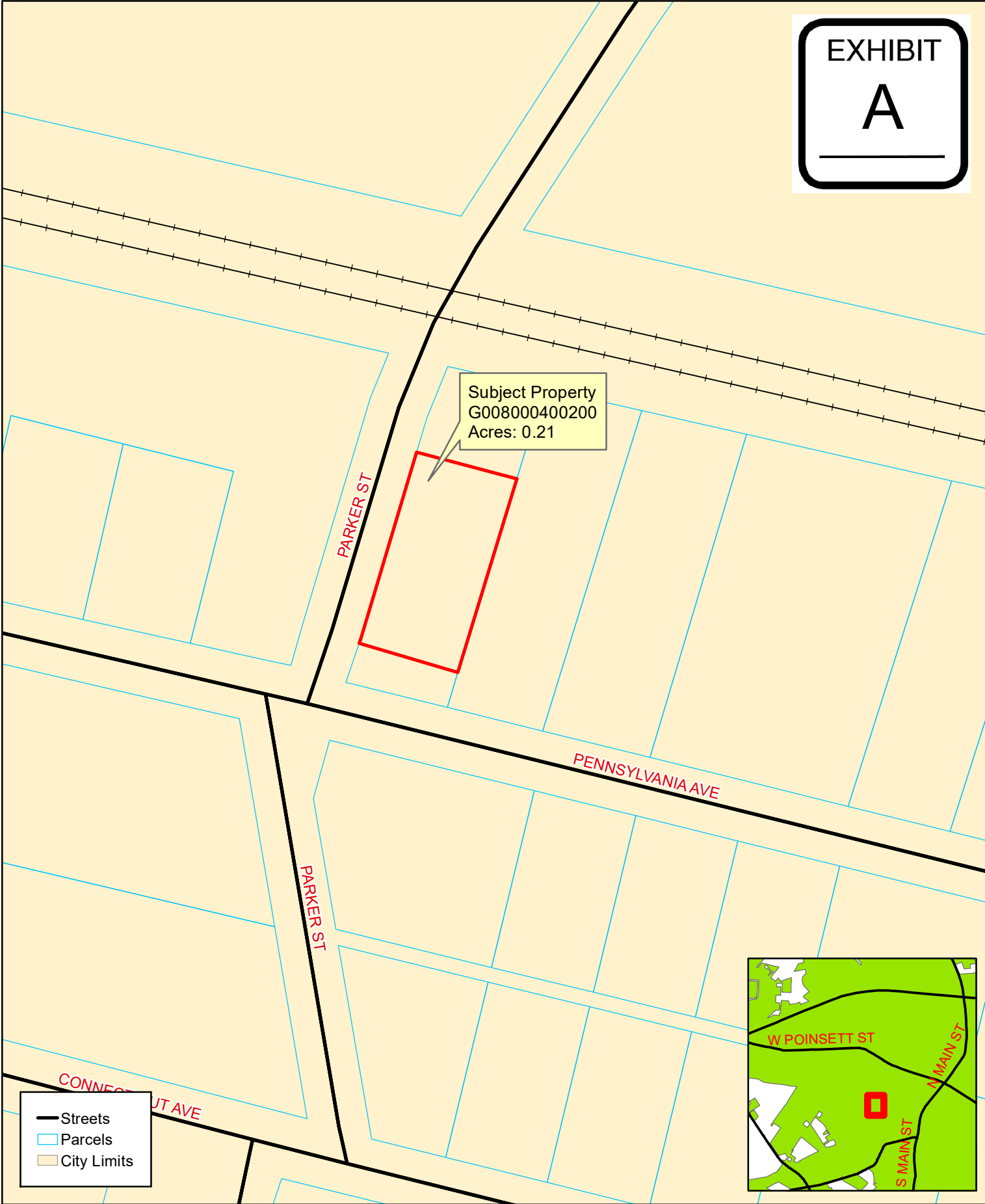
Second and
Final Reading: June 25, 2019

Approved as to Form:

John B. Duggan, Esquire
City Attorney

EXHIBIT

A

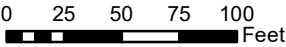


- Streets
 - Parcels
 - City Limits



Created 6/4/2019 by City of Greer GIS

Ordinance 22-2019



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



ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)

Date 4/12/19

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

Tax Map Number(s) G 008 000 400 200 ✓

Property Address(s) 317A PARKER ST

Acreage of Properties _____ County _____

Applicant Information

Name Dennis Elmore (Husband)
Address 325 HALF ROCK Circle
Greer SC 29365
Contact Number 864 848 0510
Email ElmoreDennis@gmail.com

Property Owner Information ✓

(If multiple owners, see back of sheet)

Name OLENA Elmore (wife)
Address 325 HALF ROCK Circle
Greer SC 29365
Contact Number 864 908 2648
Email [Signature]

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

The applicant hereby requests that the property described be zoned (in the case of Annexation) or rezoned from C-2 to R-M2.

Existing Use: _____ Proposed Use: _____

Signature(s) [Signature]
Olena Elmore

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

OFFICE USE ONLY

Date Filed 4-12-19

Case No. RZ 2019-08

Meeting Date 5-20-19

See Reverse

Category Number: X.
Item Number: C.



AGENDA
GREER CITY COUNCIL
6/25/2019

Second and Final Reading of Ordinance Number 24-2019

Summary:

AN ORDINANCE AMENDING CHAPTER 38 HISTORIC PRESERVATION, ARTICLE II BOARD OF ARCHITECTURAL REVIEW, SECTION 38-92 PROCESS, TO ELIMINATE THE FINAL CERTIFICATION FEE FROM THE CITY OF GREER CODE OF ORDINANCE AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance Number 24-2019	6/17/2019	Ordinance

ORDINANCE NUMBER 24-2019

AN ORDINANCE AMENDING CHAPTER 38 HISTORIC PRESERVATION, ARTICLE II BOARD OF ARCHITECTURAL REVIEW, SECTION 38-92 PROCESS, TO ELIMINATE THE FINAL CERTIFICATION FEE FROM THE CITY OF GREER CODE OF ORDINANCE AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE.

WHEREAS, the City of Greer City Council at various times reviews the city ordinances to make necessary improvements and/or changes; and,

WHEREAS, the City of Greer City Council recognizes this fee is being removed from the City of Greer Code of Ordinance and will be included in the City of Greer Comprehensive Fee Schedule with all other fees.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Greer, South Carolina that the Greer City Code of Ordinances, Chapter 38- Historic Preservation, Article II – Board of Architectural Review, Section 38-92 Process - be amended as follows:

Chapter 38- HISTORIC PRESERVATION

ARTICLE II. – BOARD OF ARCHITECTURAL REVIEW

Sec. 38-92. – Process

- ~~(a) *Fee required:* There is a fee of \$150.00 required for final certification for each application for review of rehabilitation work conducted pursuant to this ordinance. Final certification will not be awarded without payment of this fee.~~
- (b) **(a)** Plan required: Owners of property seeking approval of rehabilitation work must complete a rehabilitation historic property application with supporting documentation prior to beginning work.
- (c) **(b)** Preliminary certification: Upon receipt of the completed application the proposal shall be placed on the next available agenda of the BAR to determine if the project is consistent with the standards for rehabilitation in subsection 38-91(c) above. After the BAR makes its determination, the owner shall be notified in writing.

Upon receipt of this determination the owner may:

- (1) If the application is approved, begin rehabilitation;
 - (2) If the application is not approved, they may revise such application in accordance with comments provided by the BAR;
 - (3) If the application is not approved, they may appeal the decision of the BAR by the following the process provided by state law (South Carolina Code of Laws, §§ 6-29-890 through 6-29-940).
- (d) **(c)** Substantive changes: Once preliminary certification is granted to an application, substantive changes must be approved by the BAR. Unapproved substantive changes are conducted at the risk of the property owner and may disqualify the project from eligibility. Additional expenditures will not qualify the project for an extension on the special assessment.
- (e) **(d)** Final certification: Upon completion of the project, the project must receive final certification in order to be eligible for the special assessment. The secretary to the BAR will inspect completed projects to determine if the work is consistent with the approval granted by the BAR pursuant to section 38-91 above. Final certification will be granted when the completed work meets the standards and verification is made that expenditures have been made in accordance with subsections 38-91(c) and (d). Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.
- (f) **(e)** Additional work: For the remainder of the special assessment period after final certification, the property owner shall notify the BAR of any additional work, other than ordinary maintenance. The BAR shall review the work at a regularly scheduled hearing and determine whether the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent, the property owner may withdraw his request and cancel or revise the proposed additional work.
- (g) **(f)** Decertification: When the property has received final certification and assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:
- (1) Written notice by the owner to the BAR and the auditor to remove the preferential assessment;
 - (2) Sale or transfer of ownership during the special assessment period, other than in ordinary course within probate proceedings;
 - (3) Removal of historic designation by the Greer City Council;
 - (4) Rescission of the approval of rehabilitation work by the BAR because of alterations or renovation by the owner or his estate which cause the property to no longer possess the qualities and features which made it eligible for final certification.

Notification of any change affecting eligibility must be given immediately to the county assessor, auditor, and treasurer.

(h) **(g)** Notification: The city shall, upon final certification of a property, notify the county assessor, auditor, and treasurer that such property has been duly certified and is eligible for the special tax assessment.

(i) **(h)** Date effective: If an application for preliminary or final certification is filed by May 1 or the preliminary or final certification is approved by August 1, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year.

The special assessment only begins in the current or future tax years as provided for in this section. In no instance may the special assessment be applied retroactively.

(j) **(i)** Application: Once the BAR has granted the special property tax assessments authorized herein, the owner of the property shall make application to the county auditor for the special assessment provided for herein.

All ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Wryley Bettis

First Reading: June 11, 2019

Second and
Final Reading: June 25, 2019

Approved as to Form:

John B. Duggan, Esquire
City Attorney

Category Number: X.
Item Number: D.



AGENDA
GREER CITY COUNCIL
6/25/2019

Second and Final Reading of Ordinance Number 25-2019

Summary:

AN ORDINANCE AMENDING CHAPTER 14 BUILDING AND BUILDING REGULATIONS, ARTICLE I IN GENERAL, SECTION 14-8 OCCUPANCY PERMITS, TO ELIMINATE THE OCCUPANCY PERMIT FEE FROM THE CITY OF GREER CODE OF ORDINANCES AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance Number 25-2019	6/17/2019	Ordinance

ORDINANCE NUMBER 25-2019

AN ORDINANCE AMENDING CHAPTER 14 BUILDING AND BUILDING REGULATIONS, ARTICLE I IN GENERAL, SECTION 14-8 OCCUPANCY PERMITS, TO ELIMINATE THE OCCUPANCY PERMIT FEE FROM THE CITY OF GREER CODE OF ORDINANCES AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE.

WHEREAS, the City of Greer City Council at various times reviews the city ordinances to make necessary improvements and/or changes; and,

WHEREAS, the City of Greer City Council recognizes this fee is being removed from the City of Greer Code of Ordinance and will be included in the City of Greer Comprehensive Fee Schedule with all other fees.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Greer, South Carolina that the Greer City Code of Ordinances, Chapter 14- Building and Building Regulations, Article I – In General, Section 14-8 Occupancy Permits - be amended as follows:

Chapter 14- BUILDING AND BUILDING REGULATIONS

ARTICLE I. – IN GENERAL

Sec. 14-8. – Occupancy Permits

No building or portion of a building in the city not already so used shall be used as a church, school, hotel, store building or other place of business without a permit to be issued by the codes administrator. ~~Any person applying for such a permit shall pay to the city a fee of \$15.00.~~

All ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Jay Arrowood

First Reading: June 11, 2019

Second and
Final Reading: June 25, 2019

Approved as to Form:

John B, Duggan, Esquire
City Attorney

Category Number: X.
Item Number: E.



AGENDA
GREER CITY COUNCIL
6/25/2019

Second and Final Reading of Ordinance Number 23-2019

Summary:

CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2019 - 2020
AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE CITY OF GREER, SOUTH
CAROLINA, MAKING APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO
PROVIDE FOR AN EFFECTIVE DATE. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance Number 23-2019	6/17/2019	Ordinance
☐ 2019-2020 Comprehensive Fee Schedule	6/17/2019	Backup Material

ORDINANCE NUMBER 23 – 2019

**CITY OF GREER
BUDGET ORDINANCE
FISCAL YEAR 2019 - 2020**

AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE CITY OF GREER, SOUTH CAROLINA, MAKING APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO PROVIDE FOR AN EFFECTIVE DATE.

To provide for the levying of taxes for ordinary purposes in the City of Greer for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, by the City Council of the City of Greer, and to provide for the expenditure thereof.

WHEREAS:

- (1) SECTION 5-11-40 (c) of the South Carolina Code of Laws (1976), as amended, provides the authority to prepare an annual budget for all departments and agencies of the City Government; and
- (2) The annual budget shall be based upon estimated revenues and shall provide appropriations for City operations and debt service for all City departments; and
- (3) Pursuant to the above noted section of the Code of Laws, total funds appropriated in Fiscal Year 2019-2020 for the above purposes shall not exceed estimated revenues and carry forward funds available for expenditure in Fiscal Year 2018-2019.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREER, SOUTH CAROLINA, DULY ASSEMBLED THAT:

SECTION 1: Funds appropriated herein are to be expended only in compliance with policies adopted by Council or, at Council's direction, as formulated and implemented by the City Administrator, either existing or adopted.

SECTION 2: The City Administrator is hereby authorized to arrange for the issuance of tax anticipation notes from time to time in anticipation of receipt of taxes by requesting bids for the issuance of such notes from such financial institutions as he shall determine. The aggregate amount of tax anticipation notes authorized hereunder to be issued by the City shall not exceed \$3 million. The notes shall be issued in compliance with State and Federal law. At the option of the City Administrator, the City may issue the notes as federally tax-exempt notes or as federally taxable notes. If the notes are issued as federally tax-exempt, then the notes are designated as qualified tax-exempt obligations under Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"). If the notes are issued as taxable for federal income tax purposes, then the interest on the notes is not excludable from gross income for federal income tax purposes under Section 103 of the Code. The City Administrator is authorized to award the notes to the financial institution offering the lowest rate of interest to the City and to name the Paying Agent, if any, for the issue without further action of the City Council. The note shall be executed by the Mayor or the City Administrator and be attested by the Municipal Clerk.

SECTION 3: Council reserves the right to amend and alter any appropriation contained herein.

SECTION 4: Departmental appropriations are absolute. Department Heads shall not exceed the department sub-total amounts budgeted without prior approval by the City Administrator. The City Administrator must approve expenditure of contingency funds and transfers between line items within departments. However, contingency funds appropriated to the Mayor and City Council shall only be used at the discretion of the Mayor and City Council.

SECTION 5: Expenditures for any department should not exceed one-fourth (1/4) of its annual budget during each quarter of the budget cycle, except upon prior approval by the City Administrator. The purchase of supplies and repairs must be in accordance with provisions of the City's purchasing policy and any purchase or order which would obligate the City to continuous charges must be approved by the City Administrator prior to commitment of the City, provided, however, that the Administrator is authorized to purchase used vehicles and equipment from scheduled surplus equipment sales sponsored by City, County, State and Federal governmental agencies, outside of normal purchasing ordinances and procedures of the City. Items shall be purchased with funds from departments to which the equipment will be assigned or at the City Administrator's discretion.

SECTION 6: All non-Federal funds not expended during the Fiscal Year shall accrue to the City's General Fund for re-allocation during subsequent Fiscal Years. Federal funds which are earmarked shall be carried forward in accordance with Federal mandates. Where no mandate exists, the funds shall be transferred to the City's General Fund for re-appropriation. Individual accounts may be carried forward only upon approval of Council.

SECTION 7: All revenues provided for by law shall be collected and placed in ordinary City funds to supplement and provide sufficient funds for all ordinary City purposes. No public funds of the City of Greer shall be deposited unless the bank or depository shall pledge to the City Administrator a security equal in value to the funds deposited, after Federal Deposit Insurance Corporation guarantees have been considered. The security shall consist of either a surety bond executed by a licensed surety company, United States Government Bonds, bonds of the states of the United States or their political subdivisions, or such other security as shall be approved in writing by a majority of the City Council.

SECTION 8: Such funds as are herein appropriated as City contribution, donation or other support of any City agency or civic organization shall be made available on letter request by such agency or organization, to be disbursed in quarterly payments at the end of each quarter or at the direction of the City Administrator. A copy of the agency's previous year's audit shall be filed with the Municipal Clerk prior to such disbursement. An annual memorandum of understanding (MOU) must be submitted to and accepted by the City Administrator identifying the services or benefit(s) provided to the City.

SECTION 9: No property owned by the City of Greer shall be sold or optioned without prior approval of City Council. However, the City Administrator is authorized to trade vehicles and other equipment for subsequent purchases and to conduct periodic auctions and/or sealed bid offers of identified surplus city property.

SECTION 10: Fees collected by all offices shall be remitted to the Finance Department for deposit for their respective City purposes.

SECTION 11: The County Auditors of Greenville and Spartanburg Counties shall levy an ad valorem tax on all taxable property owned and used in the City of Greer, South Carolina, except such as exempt from taxation under the Constitution and laws of the state of South Carolina. The tax shall be collected and paid into the treasuries of Greenville and Spartanburg Counties, respectively, for credit to the City of Greer. The assessed value for the City is estimated to be \$143,006,135. The millage rate for the City of Greer is projected to be 97.8. The millage rate for the City of Greer for the fiscal year 2018-2019 was 97.8. There is no increase in the millage rate. 14.79 mills are required for satisfaction of debt service, and 83.01 mills are required for general operations. The estimated value of one (1) mill is \$143,006.

SECTION 12: The current fiscal year 2018-2019 budget revenue and expenditures are \$25,965,208 for the twelve (12) month period ending June 30, 2019. The projected revenue and expenditures for fiscal year 2019-2020 budget are \$28,379,427. The projected increase in revenue and expenditures is 8.51 percent.

SECTION 13: The annual budget documents and the estimated revenue for the payment of same is hereby adopted and is made a part of this Ordinance as fully as if incorporated herein.

SECTION 14: Funds sufficient to cover all fiscal year 2018-2019 budget items encumbered but unpaid at the close of the fiscal year shall be carried forward from the fiscal year 2018-2019 budget to the succeeding budget to meet such lawful obligations of the City of Greer.

SECTION 15: The financial policies of the City of Greer state that the City would establish a Contingency Fund, exclusive of all other reserves readily available for use in emergencies, to be established when prudently and financially feasible to do so. Greer City Council established and authorized the Contingency Fund effective fiscal year ended June 30, 2017. The Contingency Fund is funded through the reserves of the City's General Fund, calculated from the prior fiscal year's results of operations at a rate equivalent to that of 1% of the operational expenditures plus transfers to other funds, as detailed in the City's audited financial statements.

SECTION 16: All provisions of this Ordinance shall take effect on the 1st day of July, 2019.

SECTION 17: Any transfer of funds, except as allowed for in this ordinance, must be approved by a majority vote of the Greer City Council. Expenditure of funds from the General Fund and other City funds, as outlined in the General Fund budget or other budget as approved by City Council, is hereby approved by the City Council and the City Administrator is authorized to expend funds accordingly. Accordingly, the Capital Equipment Fund budget, Contingency Fund budget, Debt Service Fund budget, Sanitation Services Fund budget, Hospitality and Accommodations Taxes Fund budget, Recreation Programs Fund budget, Facilities Use Fund budget, Real Property Fund budget, Road Paving Fund budget, and Storm Water Fund budget are presented and approved for the convenience of the Greer City Council and staff, and for the ease of administration of appropriated funds.

SECTION 18: Should any section of this Ordinance be found in violation of any State or Federal statute, said ruling shall have no effect on the remaining portions of this document.

SECTION 19: The City Administrator shall be authorized to establish an employee bonus pool to hold funds for annual distribution to employees based on merit and length of service. The pool shall be funded by the immediately prior fiscal year's revenues in excess of expenditures. Any annual contribution to the bonus pool shall be determined by the following criteria after receipt of the financial audit: 1) Any millage assessed for the purpose of fund balance replenishment shall be used solely for that purpose. 2) Any additional increase to fund balance shall be divided evenly, 50/50, with half of the funds being used exclusively to improve fund balance position, and half to fund the employee bonus pool at an amount up to, but not exceeding two percent (2%) of the total appropriation for employee salaries for the current fiscal year.

3) The pool shall be distributed to employees based on seniority and merit. 4) Any bonus amount will be subject to usual and customary employment taxes to both the employer and to the employee. 5) Any bonus available for distribution will be presented to employees during the annual Employee Appreciation Breakfast held in December. If it is determined that sufficient funds are available to allow a bonus distribution, there shall be a minimum distribution of \$100 for all part time employees and \$200 for all full-time employees.

SECTION 20: The 2019-2020 Comprehensive Fee Schedule for the City of Greer is hereby approved and made a part of this Ordinance as fully as if incorporated herein. This ordinance shall repeal and replace in its entirety Ordinance 13-2008 and any subsequent amendments, originally adopting the Comprehensive Fee Schedule.

SECTION 21: Notwithstanding the provisions of the Code of the City of Greer, South Carolina, specifically Section 2-291, et seq., and in accordance with Ordinance Number 38-2017 and the Development Agreement for Sycamore Greer, LLC Downtown Development, effective October 10, 2017, between the City and Sycamore Greer, LLC (“Agreement”), the City Administrator is authorized and empowered to negotiate and contract for the design, development, construction, and furnishing, of a City parking facility with at least 90 parking spaces available and allocable to use as part of Sycamore Greer, LLC, hotel facilities and a related “pedestrian alley” to ensure these improvements are completed and open for use on or before the Hotel Occupancy Date (as defined in the Agreement). No further procurement procedures are required.

ADOPTED in regular meeting this 25th day of June, 2019.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela V. Duncan, Municipal Clerk

Edward R. Driggers, City Administrator

David H. Seifert, CPA, Chief Financial Officer

Introduced by: Councilmember Jay Arrowood

First Reading: June 11, 2019

Public Hearing: June 25, 2019

**Second and
Final Reading:**

June 25, 2019



CITY OF GREER COMPREHENSIVE FEE SCHEDULE

Effective July 1, 2019

ADMINISTRATION

Special Events Permit Fee \$25.00
(See Police Department, Public Services Department, and Recreation Department for additional event fees.)

Election Filing Fees:

Council	\$70.00
Mayor	\$125.00
Commissioner of Public Works	\$125.00

BUILDING AND DEVELOPMENT STANDARDS DEPARTMENT FEES:

ZONING CODE SERVICES & FEES

Home Occupation Permit	\$20.00	
Residential Zoning Compliance	\$20.00	
Commercial Zoning Compliance	\$50.00	
Zoning Compliance Letter	\$25.00	
	Commercial/Residential	
Zoning Administrative Appeal	\$300.00	\$100.00
Zoning Variance Application	\$300.00	\$100.00
Special Exception Application	\$300.00	\$100.00
<u>Board of Architectural Review Fee</u>	<u>\$150.00</u>	
<u>Zoning Penalty Fee</u>	<u>\$150.00</u>	

GIS MAP AND DATA PRICE SCHEDULE

DIGITAL MAPS (plotted and printed)				
Description	Price (each)	Size	Scale	Date
STANDARD GIS MAPS				
Wall Map	\$100	70" x 110"		current
Standard GIS map (color or black & white)				
A size	\$7	8.5" x 11"	variable	current
B size	\$13	11" x 17"	variable	current
C size	\$19	17" x 22"	variable	current
D size	\$25	22" x 34"	variable	current
E size	\$30	34" x 44"	variable	current
J size	\$33	40" x 60"	variable	current

Digital copies of the above maps in PDF format only are available on a CD for an additional \$2.00 per map

Other specialized mapping and data-provision services will be provided on a time-and-material basis, subject to availability of mapping staff. An hourly service charge of \$50.00 will be charged in half-hour increments for such special services. City of Greer reserves the right to require payment in advance for such special services.

Shipping charges for digital maps and paper maps from mylars are additional; minimum \$3.00

LAND DEVELOPMENT SERVICES & FEES

Preliminary Plat Review	\$100.00 plus \$5.00 per lot	<u>\$350.00 plus \$7.50 per lot</u>
<u>Minor Revision (Administrative Level)</u>		<u>\$125.00</u>
<u>Major Revision (Planning Commission)</u>		<u>\$275.00</u>
Final Plat Review	\$50.00 plus \$2.50 per lot	<u>\$250.00 plus \$5.00 per lot</u>
Group Development Plan Review	\$200.00	<u>\$300.00</u>
Commercial Site Plan Review	\$200.00	<u>\$300.00</u>
Final Development Plan Review	\$75.00	<u>\$300.00</u>
<u>Minor Revision (Administrative Level)</u>		<u>\$125.00</u>
<u>Major Revision (Planning Commission)</u>		<u>\$275.00</u>
Land Development Variance	\$100.00	<u>\$300.00</u>
Additional Review Fees		
3 rd	\$100.00	
4 th	\$150.00	
5 th	\$200.00	
6 th or more	\$250.00	

REZONING FEES (Zoning Map Amendment)

CATEGORY REQUESTED	ACREAGE								
	1 <u>0-5</u>	2 <u>5.01-10</u>	3 <u>10.01-15</u>	4 <u>15.01-20</u>	5 <u>20.01-50</u>	6 <u>50.01-100</u>	7 <u>Over 100.01</u>	8	9 or More
Single Family Residential Districts R-S, R-20, R-15 R-12, R-10, R-7.5, R-5	\$70 <u>\$200</u>	\$100 <u>\$400</u>	\$130 <u>\$600</u>	\$160 <u>\$800</u>	\$190 <u>\$1,000</u>	\$220 <u>\$1,200</u>	\$250 <u>\$1,400</u>	\$280	\$310
Multifamily Residential RM-1, RM-2	\$205 <u>\$300</u>	\$235 <u>\$500</u>	\$265 <u>\$700</u>	\$295 <u>\$900</u>	\$325 <u>\$1,100</u>	\$355 <u>\$1,300</u>	\$385 <u>\$1,500</u>	\$415	\$445
Nonresidential	\$270	\$300	\$330	\$360	\$390	\$420	\$450	\$480	\$510

Districts O-D, C-1, C-2, C-3, S-1, I-1	<u>\$500</u>	<u>\$700</u>	<u>\$900</u>	<u>\$1,100</u>	<u>\$1,300</u>	<u>\$1,500</u>	<u>\$2,000</u>		
PD, DRD *	\$650 <u>\$1,500</u>						<u>\$2,500</u>		
<u>*Annexation with PD, DRD zoning is required to pay the prescribed Zoning Map Amendment fee</u>									

BUILDING PERMIT FEES / SIGN PERMIT FEES

All Permits (with the exception of Mobile Homes and Grading Permits) shall be calculated using the following fee schedule:

Construction Value	Fee (Per \$1,000 or fraction thereof):
\$0 - 2,000	\$40.00
\$2,000 – 15,000	\$40.00 for the first \$2,000 plus \$6.50 per each additional \$1,000 of value, or fraction thereof.
\$15,000 – 50,000	\$124.50 for the first \$15,000 plus \$5.50 per each additional \$1,000 of value, or fraction thereof.
\$50,000 – 100,000	\$317.00 for the first \$50,000 plus \$4.50 per each additional \$1,000 of value, or fraction thereof.
\$100,000 – 500,000	\$542.00 for the first \$100,000 plus \$3.50 per each additional \$1,000 of value, or fraction thereof.
\$500,000 and greater	\$1,942.00 for the first \$500,000 plus \$2.50 per each additional \$1,000 of value, or fraction thereof.

Moving or Demolition of buildings or structures: Builder or contractor must post a bond of 125% of the contract price, when deemed necessary.

Commercial Plan Reviews: One-half the permit fee, to be paid at the time of submittal. Submittals of revisions after permitting will be charged one-half of the plan review fee.

Expedited Plan Reviews: Additional \$5,000.00 fee.

Grading Permit: \$100.00

Re-inspection Fee: \$50.00

Sanitation: \$130.00

Certificate of Occupancy: **\$40.00**

Replacements: Permit Cards and CO's \$25.00

Technology Fee: **3% of permit fee (minimum of \$4.00 per Permit, maximum of \$100.00)**

Mobile Home Inspection Permit: \$100.00

Residential Review Modification Fee: 10% of the new permit fee.

Single Family Dwellings and Additions: The owner / contractor shall provide the actual cost of all labor and materials. The valuation submitted by the applicant will be verified for reasonableness using ICC Valuation Schedules as compared to our area and will be adjusted to the ICC Valuation Schedule amount if the valuation submitted is deemed undervalued.

CODE ENFORCEMENT FEES:

Administrative Fees:

Condemnation resulting in demolition:	\$250.00
Structures to be secured:	\$100.00
Debris clean-up:	\$100.00
Environmental clean-up:	\$250.00
Mowing of Overgrown Lots, during the same Growing Season:	
First Offense	\$100.00
Second Offense	\$200.00
Third Offense	\$300.00
Fourth Offense	\$500.00

ENGINEERING / STORM WATER FEES:

Storm Water Fee: \$25.00 per Equivalent Residential Unit
 Equivalent Residential Unit (ERU) Definition: See Code
 Ch 90, Article IV, Section 90-283 (1)

Engineering/Storm Water Plan Review Fees

FEE	SUBDIVISION	COMMERCIAL/ INDUSTRIAL	LINEAR
Base Fee	\$1,000.00	\$750.00	\$400.00
Per Acre (Total Site)	\$100.00 Per Acre	\$100.00 Per Acre	\$100.00 Per Acre
Per Residential Lot	\$25.00 Per Lot		
<i>EXAMPLES (Note: Minimum fee is that for 1 acre)</i>			
1 Acre	\$1,200.00 (4 Lots/Acre)	\$850.00	\$500.00
5 Acres	\$2,000.00 (4 Lots/Acre)	\$1,250.00	\$900.00
10 Acres	\$3,000.00 (4Lots/Acre)	\$1,750.00	\$1,400.00
15 Acres	\$4,000.00 (4Lots/Acre)	\$2,250.00	\$1,900.00
20 Acres	\$5,000.00 (4Lots/Acre)	\$2,750.00	\$2,400.00
25 Acres	\$6,000.00 (4Lots/Acre)	\$3,250.00	\$2,900.00
30 Acres	\$7,000.00 (4Lots/Acre)	\$3,750.00	\$3,400.00

Additional Fees for Developments with Municipal Streets:

\$500.00 for (up to and including) the first 500 linear feet of roadway centerline and \$250.00 for each additional 500 linear feet (or portion thereof) of roadway centerline.

Expedited Plan Reviews: Additional \$5,000.00 fee.

FINANCE DEPARTMENT FEES:

Accommodations Taxes	See Code Ch 82, Article III, Section 82-103
Business License Taxes	See Code Ch 18, Article II, Section 18-51
Hospitality Taxes	See Code Ch 82, Article IV, Section 82-143
Audit/Budget Preprinted Book Fee	\$15.00
Cemetery Burial Space (Mountainview)	
Single Space (Resident)	\$750.00
Single Space (Non-Resident)	\$1,500.00
Credit Card Convenience Fee	up to 3% of amount charged
FOIA Fees	
Copies	\$.10 per page
Search/Retrieval Time	First 2 hours – No charge Additional time - \$15 per hour
Returned Check Fee	\$25.00
Refund Processing Fee	\$25.00
Mobile Home Registration due by January 31 st	\$15.00
After January 31 st	\$30.00
Property Taxes (Unpaid) Fees:	See Code Ch 82, Article II, Section 82-37

Warrant issued for execution & sale of property for unpaid taxes \$1.00

Officer to whom such warrant is directed shall charge:

For serving each warrant, \$1.00;

Mileage at the rate of \$0.05 per mile

Advertising \$0.50

Making sale and executing deed to purchaser \$3.00

Setoff Debt Collection Fee \$25.00	See Code Ch 2, Article I, Section 2-3
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FIRE DEPARTMENT FEES:

The fee schedule listed below shall apply to the following items:

Fire Sprinkler System (New)
Fire Sprinkler System (Renovation)
Fire Pump
Fire Line Underground
Fire Alarm (New)
Fire Alarm (Renovation)
Automatic Extinguishing System

Construction Value	Fee (Per \$1,000 or fraction thereof):
\$0 - 2,000	\$40.00
\$2,000 – 15,000	\$40.00 for the first \$2,000 plus \$6.50 per each additional \$1,000 of value, or fraction thereof.

\$15,000 – 50,000	\$124.50 for the first \$15,000 plus \$5.50 per each additional \$1,000 of value, or fraction thereof.
\$50,000 – 100,000	\$317.00 for the first \$50,000 plus \$4.50 per each additional \$1,000 of value, or fraction thereof.
\$100,000 – 500,000	\$542.00 for the first \$100,000 plus \$3.50 per each additional \$1,000 of value, or fraction thereof.
\$500,000 and greater	\$1,942.00 for the first \$500,000 plus \$2.50 per each additional \$1,000 of value, or fraction thereof.

Plan Reviews:

One-half the permit fee, to be paid at the time of submittal.
Submittals of revisions after permitting will be charged one-half of the plan review fee.

Expedited Plan Reviews:

Additional \$5,000.00 fee.

Re-inspection Fee

\$50.00

Fireworks

\$100.00

Fire watch

\$100.00 Minimum (first 4 hours). \$25.00 per hour thereafter.

Burning Permit

\$200.00 per acre. Maximum of \$2,000.00

MUNICIPAL COURT FEES:

Certified Audio Recordings	\$50.00
Certified Copies	\$5.00
Additional Copies of Forms	\$3.00

PARKS AND RECREATION DEPARTMENT FEES:

<u>Registration Fees</u>	<u>Resident (Discounted)</u>	<u>Non-Resident</u>
Baseball	\$75.00	\$95.00
Softball	\$75.00	\$95.00
Soccer	\$75.00	\$95.00
Football	\$75.00	\$95.00
AAU Basketball	\$75.00	\$95.00
Cheerleading	\$25.00	\$45.00
Wrestling	\$45.00	\$65.00
Adult Volleyball	\$200.00 per team	
Adult Softball	\$200.00 per team	
Adult Basketball	\$200.00 per team	
Summer Junior Camp	\$50.00 per week	\$70.00 per week
Summer Teen Camp	\$65.00 per week	\$85.00 per week
Needmore Summer Camp	\$20.00 per week	\$40.00 per week
Parents' Night Out	\$10.00	\$30.00
Art Classes (8 weeks)	\$30.00	\$50.00
Contracted Classes	Fees established by Instructor (City receives 10% of contracted class registration fees.)	
Late Fee (Youth Sports Only):	\$25.00 after designated late date.	

Field Reservations:

<u>Baseball/Softball Fields</u>	<u>Resident (Discounted)</u>	<u>Non-Resident</u>
One field, per day	\$100.00	\$120.00
One field, per hour	\$40.00	\$60.00
Marking fee	\$25.00	\$45.00
Lights, per hour	\$20.00	\$40.00
Security Fee (Refundable)	\$50.00	\$70.00
\$25.00 discount for each additional field (\$100.00/\$120.00 one field, \$175.00/\$215.00 two fields, \$250.00/\$310.00 three fields)		

<u>Multipurpose fields (football and soccer)</u>	<u>Resident (Discounted)</u>	<u>Non-Resident</u>
One field, per day	\$125.00	\$145.00
One field, per hour	\$45.00	\$65.00
Marking fee	\$50.00	\$70.00
Lights, per hour	\$20.00	\$40.00
Security Fee (Refundable)	\$50.00	\$70.00
\$25.00 discount for each additional field (\$125.00/\$145.00 one field, \$225.00/\$265.00 two fields, \$325.00/\$385.00 three fields)		

Tournament Rentals

The same field rental fees apply plus the department receives 50% of all admissions taken during the tournament. The City of Greer Parks and Recreation subcontracts its concession services. The contracted vendor has first right of refusal to provide concession services for any event at athletic facilities.

<u>Tryon & Needmore Recreation Center Rentals</u>	<u>Resident (Discounted)</u>	<u>Non-Resident</u>
Per hour (2 hour minimum)	\$35.00	\$55.00

Victor Gym Rental

<u>Social Hall</u>	<u>Resident (Discounted)</u>	<u>Non-Resident</u>
Per hour (2 hour minimum)	\$35.00	\$55.00
<u>Gym Area</u>		
Per hour (2 hour minimum)	\$50.00	\$70.00
<u>Gym and Social Hall</u>		
Per hour (2 hour minimum)	\$85.00	\$105.00

<u>Kid's Planet Rentals</u>	<u>Resident (Discounted)</u>	<u>Non-Resident</u>
Shelters (Small)	\$10.00	\$20.00
Shelters (Large)	\$20.00	\$30.00

<u>Stage Rentals</u>	<u>Non-Profit</u>	<u>Profit</u>
Per Day	\$350.00	\$500.00

**Municipal Complex Main Level
And City Park Reservation Policies
Fee Structure (Main Level):**

Event Halls Lobby	Price
Discounted Resident Fee Mondays thru Fridays and Sundays	\$100.00 4-hour block (additional hrs \$50/hour) \$400.00 (12 hours)
Non-Resident Fee Mondays thru Fridays and Sundays	\$140.00 4-hour block (additional hrs \$70/hour) \$560.00 (12 hours)
Non-Profit Mondays thru Fridays and Sundays **Must provide proof of Non-Profit status** **Discounted rate offered up to four (4) times per calendar year. **	\$70.00 4-hour block (additional hrs \$35/hour) \$280.00 (12 hours)

Event Halls One Section	Price
Discounted Resident Fee Monday thru Thursday	\$160.00 4-hour block (additional hrs \$80/hour) \$640.00 (12 hours)
Non-Resident Fee Monday thru Thursday	\$200.00 4-hour block (additional hrs \$100/hour) \$800.00 (12 hours)
Discounted Resident Fee Fridays, Sundays and Holidays	\$200.00 4-hour block (additional hrs \$100/hour) \$800.00 (12 hours)
Non-Resident Fee Fridays, Sundays and Holidays	\$250.00 4-hour block (additional hrs \$125/hour) \$960.00 (12 hours)
Non-Profit Monday thru Friday and Sundays **Must provide proof of Non-Profit status** **Discounted rate offered up to four (4) times per calendar year.**	\$100.00 4-hour block (additional hrs \$50/hour) \$400.00 (12 hours)

Event Halls Two Sections	Price
Discounted Resident Fee Monday thru Thursday	\$280.00 4-hour block (additional hrs \$140/hour) \$950.00 (12 hours)
Non-Resident Fee Monday thru Thursday	\$350.00 4-hour block (additional hrs \$175/hour) \$1,150.00 (12 hours)
Discounted Resident Fee Fridays, Sundays and Holidays	\$350.00 4-hour block (additional hrs \$175/hour) \$1,150.00 (12 hours)
Non-Resident Fee Fridays, Sundays and Holidays	\$450.00 4-hour block (additional hrs \$225/hour) \$1,350.00 (12 hours)
Non-Profit Monday thru Friday and Sundays **Must provide proof of Non-Profit status** **Discounted rate offered up to four (4) times per calendar year. **	\$180.00 4-hour block (additional hours \$90/hour) \$540.00 (12 hours)

Event Halls Three Sections (lobby included)	Price
Discounted Resident Fee Monday thru Thursday	\$400.00 4-hour block (additional hrs \$200/hour) \$1,000.00 (12 hours)
Non-Resident Fee Monday thru Thursday	\$460.00 4-hour block (additional hrs \$230/hour) \$1,250.00 (12 hours)
Discounted Resident Fee Fridays, Sundays and Holidays	\$450.00 4-hour block (additional hrs \$225/hour) \$1,250.00 (12 hours)
Non-Resident Fee Fridays, Sundays and Holidays	\$550.00 4-hour block (additional hrs \$275/hour) \$1,500.00 (12 hours)
Non-Profit Monday thru Friday and Sundays **Must provide proof of Non-Profit status** **Discounted rate offered up to four (4) times per calendar year. **	\$260.00 4-hour block (additional hrs \$130/hour) \$780.00 (12 hours)

Event Halls Saturday Rentals -Three Sections (lobby included)	Price
Discounted Resident Fee	\$1,250.00 (12 hours) (\$100/hour additional hours)
Non-Resident Fee	\$1,500.00 (12 hours) (\$125/hour additional hours)

Refundable Security/Damage Deposit	Price
One Section Alcohol served	\$150.00 \$300.00
Two Sections Alcohol served	\$250.00 \$500.00
Three Sections Alcohol served	\$300.00 \$600.00

Miscellaneous Fees	Price
Security Officers	\$35.00 per hour plus benefit costs per Officer (2 hour minimum) (Off Duty City of Greer Police)
General Event Staffing	\$25.00 per hour (2 hour minimum)
Coffee Service	\$5.00 per pot

Special Event Fee (Saturdays, Sundays, and Holidays)	Price
Discounted Resident Fee (Entire park, Event Halls and Cannon Centre)	\$3,000.00 (12 hours)
Non-Resident Fee	\$3,500.00

(Entire park, Event Halls and Cannon Centre)	(12 hours)
Refundable Security/Damage Deposit	\$700.00

Fee Structure (City Park):

Gazebo	Price
Discounted Resident Fee	\$100.00 2-hour block
Non-Resident Fee	\$130.00 2-hour block
Refundable Security/Damage Deposit	\$50.00

Picnic Shelter	Price
Discounted Resident Fee	\$60.00 4-hour block (AM or PM) \$120.00 (Both Blocks)
Non-Resident Fee	\$75.00 4-hour block (AM or PM) \$150.00 (Both Blocks)
Refundable Security/Damage Deposit	\$50.00

Outdoor Amphitheater	Price
Discounted Resident Fee	\$400.00 4-hour block (AM or PM) \$800.00 (Both Blocks)
Non-Resident Fee	\$500.00 4-hour block (AM or PM) \$1000.00 (Both Blocks)
Non-Profit **Must provide proof of Non-Profit status** **Discounted rate offered up to four (4) times per calendar year. **	\$200.00 4-hour block (AM or PM) \$400.00 (Both Blocks)
Refundable Security/Damage Deposit	\$150.00
Alcohol Served	\$300.00

Fee Structure (Cannon Centre):

Event Hall	Price
Discounted Resident Fee Monday thru Thursday	\$400.00 4-hour block (additional hrs \$200/hour) \$1,000.00 (12 hours)
Non-Resident Fee Monday thru Thursday	\$460.00 4-hour block (additional hrs \$230/hour) \$1,250.00 (12 hours)
Discounted Resident Fee Fridays, Saturdays, Sundays and Holidays	\$450.00 4-hour block (additional hrs \$225/hour) \$1,250.00 (12 hours)
Non-Resident Fee Fridays, Saturdays, Sundays and Holidays	\$550.00 4-hour block (additional hrs \$275/hour) \$1,500.00 (12 hours)

Non-Profit Monday thru Sunday **Must provide proof of Non-Profit status** **Discounted rate offered up to four (4) times per calendar year. **	\$260.00 4-hour block (additional hours \$130/hour) \$780.00 (12 hours)
Additional Classroom Use	\$10/hour per classroom
Refundable Security/Damage Deposit - No Cooking With Alcohol Served	\$300.00 \$600.00

Meeting/Class Room	Price
Discounted Resident Fee Monday thru Thursday	\$70.00 2-hour block (additional hrs \$35/hour)
Non-Resident Fee Monday thru Thursday	\$90.00 2-hour block (additional hrs \$45/hour)
Non-Profit **Must provide proof of Non-Profit status** **Discounted rate offered up to four (4) times per calendar year. ** Monday thru Thursday	\$70.00 2-hour block (additional hrs \$35/hour)
Refundable Security/Damage Deposit	1 hour rental fee
Refundable Security/Damage Deposit – Cooking on Site With Alcohol Served	\$400.00 \$800.00

<u>CENTER FOR THE ARTS FEES:</u>			
<u>Studio</u>	<u>Dimensions</u>	<u>Total Square Footage</u>	<u>Rental Fee</u>
<u>1</u>	<u>10 x 11.5</u>	<u>115</u>	<u>\$90.00</u>
<u>2</u>	<u>12.5 X 11.5</u>	<u>144</u>	<u>\$110.00</u>
<u>3</u>	<u>11.5 X 11.5</u>	<u>133</u>	<u>\$100.00</u>
<u>4</u>	<u>8.5 X 11.5</u>	<u>97</u>	<u>\$75.00</u>
<u>5-OLD OFFICE</u>	<u>16 X 11.5</u>	<u>184</u>	<u>Student Artist in Residence Trade or</u> <u>\$145.00</u>
<u>6</u>	<u>13X 11.5</u>	<u>150</u>	<u>\$115.00</u>
<u>7</u>	<u>14 X 11.5</u>	<u>161</u>	<u>\$125.00</u>
<u>Artists must participate in our art shows and a set number of hours per week that the studios will be open to the public.</u>			

POLICE DEPARTMENT FEES:

Administrative Fees:

Incident/Accident Reports: \$.25 (Per Report)

Alarm Fees:

Registration Fee \$10.00

See Code

Ch 62, Article VIII, Section 62-293

Animal Control Fees:

First Day of impound of animal \$50.00

Each day of impound after first \$5.00 per day

Dog/Cat Cage Rental Deposit

Cat Cage \$50.00

Dog Cage \$100.00

Dog License (Due January 1st)

See Code

Ch 10, Article IV, Section 10-110

Spayed or Neutered Dog (Lifetime Tag) \$5.00

Unaltered Dog (Annual Tag) \$30.00

Police Officer – Security Services \$35.00 per hour plus benefit costs, 2 Hour Minimum.

Taxicab Rates:

Drop Charge \$2.00

First Mile \$2.25

Each Additional Mile \$2.25

Excess Baggage \$1.00 Each

Wait Time \$.25 per minute

City Limits to Greenville/Spartanburg Airport – one to four passengers \$17.00.

Towing Fees:

Single Vehicle Accident Maximum Charge \$200.00

(If the vehicle must be retrieved from a steeply sloping terrain or must be turned right-side up for retrieval and additional charge, not to exceed \$200.00 may be charged.)

Non-Accident Related Towing Maximum \$100.00

If dollies are needed or forced entry is warranted or towing after 5:00pm and before 8:00am an additional charge of \$25.00 may be made.

Heavy-Duty Wrecker Services – A Maximum of \$250.00 per hour may be charged.

(If the vehicle must be retrieved from a steeply sloping terrain or must be turned right-side up for retrieval and additional charge, not to exceed \$250.00 may be charged.)

Vehicles associated with Criminal Charges requiring the seizure of the vehicle shall be charged a maximum of \$125.00 unless the vehicle has been involved in an accident. (See above charge).

Vehicle Storage Fee \$20.00 per day

PUBLIC SERVICES DEPARTMENT FEES:

Residential Sanitation Fee - \$121.00 annually per residential unit on each residential parcel

Effective July 1, 2019	\$127.00
Effective July 1, 2020	\$133.00
Effective July 1, 2021	\$139.00
Effective July 1, 2022	\$145.00

Special Events:

Hang Banners, Signs, etc.:	\$50.00
Place Extension Cords from Street Lights, Panels etc.:	\$100.00
Street Barricades Deliver / Pickup:	\$100.00
Roll Carts (Trash Cans) Deliver / Pickup:	\$100.00
Roll Carts Empty as needed during and after event:	\$20.00 per hour per person /2Hr Minimum. (Number of workers to be determined by Public Services Director.)
Street Sweeper use after events, if needed:	\$100.00
Deposit \$250.00 required before event. (City will perform an inspection following the event. If cleanup is satisfactory, the deposit will be refunded. Otherwise, deposit will be forfeited.)	

Yard Waste Carts:	\$55.00 ea.
Green Carts (Additional or Replacement)	\$65.00 ea.
Street Cut Permits: \$3.50 per Cubic Foot of dirt removed from the street, plus \$10.00 per day for each day the street cut is open. Street must be repaired to the City's Specifications. If the street is repaired satisfactorily, the fee will be refunded, less \$10.00 per day for each day the street is open.	



AGENDA
GREER CITY COUNCIL
6/25/2019

First and Final Reading of Resolution Number 13-2019

Summary:

A RESOLUTION DECLARING THE CITY'S INTENT TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES MADE PRIOR TO THE CITY'S CONSUMMATION OF A FEDERALLY TAX-EXEMPT FINANCING. (Action Required)
Presented by David Seifert, Chief Financial Officer

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution Number 13-2019	6/17/2019	Resolution

RESOLUTION NUMBER 13-2019

A RESOLUTION DECLARING THE CITY'S INTENT TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES MADE PRIOR TO THE CITY'S CONSUMMATION OF A FEDERALLY TAX-EXEMPT FINANCING.

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Treasury Regulation, Section 1.150-2 ("Regulation") that authorizes a political subdivision to reimburse itself for expenditures made with respect to projects prior to the issuance of tax-exempt obligations for the projects;

WHEREAS, the Regulation requires the governing body of the political subdivision declare its official intent to reimburse an expenditure prior to the incurrence of the expenditure;

WHEREAS, the City of Greer, South Carolina ("City"), anticipates incurring expenditures in an approximate amount of \$1,810,898.00 ("Expenditures") for a lease/purchase financing arrangement for the purchase, installation, and equipping of technology, rolling stock, and various other equipment (collectively, "Project") prior to the City's consummation of a federally tax-exempt financing for that purpose.

THE CITY COUNCIL OF THE CITY OF GREER, SOUTH CAROLINA, RESOLVES:

The Council adopts this Resolution to declare the City's official intent to reimburse the City for Project-related expenditures, incurred and paid on and after the date occurring 60 days prior to the date of this Resolution's adoption, from the proceeds of federally tax-exempt obligations of the City.

The City understands that expenditures, for which the City may reimburse itself, are limited to expenditures, which are (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under the Regulation) under general federal income tax principles; and (b) certain *de minimis* or preliminary expenditures satisfying the Regulation's requirements.

The City anticipates the source of funds for the pre-borrowing, Project-related expenditures to be the City's general fund.

To be eligible for reimbursement of the expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three years after the City made the original expenditures.

This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the City's office.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONAL BLANK]

Done in meeting duly assembled: June 25, 2019.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
Kozlarek Law LLC



AGENDA
GREER CITY COUNCIL
6/25/2019

First and Final Reading of Resolution Number 14-2019

Summary:

A RESOLUTION AUTHORIZING A LEASE/PURCHASE AGREEMENT, SERIES 2019 IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,810,898.00 RELATING TO THE FINANCING OF EQUIPMENT FOR MUNICIPAL PURPOSES; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS INCLUDING THE LEASE AGREEMENT; AND OTHER RELATED MATTERS (Action Required)

Presented by David Seifert, Chief Financial Officer

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution Number 14-2019	6/17/2019	Resolution

RESOLUTION NUMBER 14-2019

A RESOLUTION AUTHORIZING A LEASE/PURCHASE AGREEMENT, SERIES 2019 IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,810,898.00 RELATING TO THE FINANCING OF EQUIPMENT FOR MUNICIPAL PURPOSES; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS INCLUDING THE LEASE AGREEMENT; AND OTHER RELATED MATTERS

THE CITY COUNCIL (“COUNCIL”) OF THE CITY OF GREER, SOUTH CAROLINA (“CITY”), RESOLVES:

Section 1. The City of Greer, South Carolina, finds:

- (a) the City is a body politic and corporate and a municipal corporation and possesses all powers granted to municipal corporations by the Constitution and general laws of South Carolina;
- (b) the City desires to enter a lease/purchase arrangement (“Lease”) to finance the purchase of equipment (“Equipment”) as more fully described on *Exhibit A*, a copy of which is attached to this Resolution; and
- (c) the City’s payments under the Lease are subject to annual appropriation by the Council.

Section 2. The Council authorizes the City Administrator, and his designees, to distribute a request for proposals to various financial institutions, determine the final principal amount (subject to the limit established in the City’s Budget Ordinance for Fiscal Year 2019-2020), the interest rate, and maturity date of the Lease, and to select a financial institution based on a variety of factors, as the City Administrator deems appropriate, all without further action required of the Council.

Section 3. The Council authorizes the Mayor, the City Administrator, the Chief Financial Officer, the City Attorney and the City Clerk, acting jointly or individually, to execute and deliver the Lease and whatever other documents as are necessary to effect the execution and delivery of the Lease.

Section 4. The Lease is designated as a “qualified tax-exempt obligation” within the meaning of and for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended, provided the Lease is executed and delivered in calendar year 2019.

Done in meeting duly assembled: June 25, 2019.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
Kozlarek Law LLC

EXHIBIT A
EQUIPMENT LIST

Appliances
Banners / Christmas Decorations
Baseball Field FF&E
Center for the Arts FF&E
Computers, Equipment, and Software
Field Netting
Fire Hoses & Adapters
Fire Stations FF&E
Furniture & Furnishings, Fixtures & Equipment
HVAC
In-Car Cameras
In-Car Computers/Modems
Knuckleboom Truck
Medical Equipment
Mowers / Maintenance Equipment
Needmore Center FF&E
Network Equipment
Portable Radios / Radio Equipment
Radars
Rescue Equipment
Security System
Signage
Turn Out Gear
Utility Vehicle
Vehicles and Equipment
Victor Gym FF&E
Weapons and Weapons Upgrades



AGENDA
GREER CITY COUNCIL
6/25/2019

First Reading of Ordinance Number 26-2019

Summary:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT FREEMAN FARMS], WITH RESPECT TO INFRASTRUCTURE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE CITY; AND OTHER RELATED MATTERS. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance Number 26-2019	6/20/2019	Ordinance
☐ Ord 26-2019 Exhibit A Agreement	6/20/2019	Exhibit

ORDINANCE NUMBER 26-2019

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT FREEMAN FARMS], WITH RESPECT TO INFRASTRUCTURE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE CITY; AND OTHER RELATED MATTERS.

WHEREAS, the City of Greer, South Carolina, (“City”) acting by and through its City Council (“City Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the City derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution (Fee Payments, as defined below), for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the City and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the City, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure”);

WHEREAS, [PROJECT FREEMAN FARMS] (the “Company”) will operate the Project (as defined below) on the land owned by the Company and to be annexed into the City (“Land”);

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the City (“Project”);

WHEREAS, Spartanburg County (“County”) and Cherokee County have established a joint county industrial and business park (“Park”) by entering into an Agreement for Development for Joint County Industrial and Business Park, dated as of April 20, 2009, as may be amended or supplemented from time to time, (“Park Agreement”) pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, (collectively, “Multi-County Park Act”) and the City desires the County to cause the Project to be located in the Park, if it is not already, and continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Act;

WHEREAS, pursuant to the provisions of the Park Agreement and the Multi-County Park Act, if and when the Project is located in the Park, the Company and any future owners or lessees of the Project are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (“FILOT Act”) that would have been due and payable but for the location of the Project within the Park (Fee Payments, as defined below);

WHEREAS, pursuant to and in accordance with the Infrastructure Act, the City has agreed to make

certain payments to the Company, its successors and assigns, payable from the City's portion of the payments in lieu of taxes made by the Company, its successors and assigns, with respect to the Project ("Fee Payments") in reimbursement of a portion of the cost of infrastructure with respect to the Project in the Park, as set forth in the Economic Development Agreement between the City and the Company presented to this meeting, the substantially final form of which is attached to this Ordinance as Exhibit A ("Economic Development Agreement"); and

WHEREAS, it appears that the Economic Development Agreement, which is now before this meeting, and is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the City for the purposes intended.

NOW THEREFORE, CITY COUNCIL ORDAINS:

Section 1. The Mayor of the City, for and on behalf of the City, is hereby authorized to execute and deliver the Economic Development Agreement, in substantially the form attached to this Ordinance as Exhibit A, or with such minor changes as are not materially adverse to the City and as such official shall determine and as are not inconsistent with the matters contained herein, that official's execution thereof to constitute conclusive evidence of the City's approval of any and all changes or revisions therein from the form of the Economic Development Agreement now before this meeting, and the Mayor and the City Administrator are directed to do all things reasonably necessary and proper to effect the execution and delivery of the Economic Development Agreement and the performance of the City's obligations under and pursuant to the Economic Development Agreement.

Section 2. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the City Council.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: June 25, 2019

Second Reading / Final Approval: July 9, 2019

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
Kozlarek Law LLC

EXHIBIT A
FINAL FORM OF AGREEMENT

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“**Agreement**”) is effective _____, 2019 (“**Effective Date**”), between **The City of Greer**, a body corporate and politic (“**City**”) of the State of South Carolina (“**State**”), and [**PROJECT FREEMAN FARMS**], a _____ (“**Developer**”). City and Developer are each a “**Party**,” collectively, “**Parties**.”

W I T N E S S E T H

WHEREAS, the City acting by and through its City Council (“**City Council**”) is authorized by Section 4-1-175 (“**Infrastructure Act**”) of the Code of Laws of South Carolina 1976, as amended (“**Code**”), to provide infrastructure credits, payable solely from revenues of the City derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the City and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the City, all in the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (“**Infrastructure**”);

WHEREAS, the Developer, previously known to City Council as “**Project Freeman Farms**” (“**Developer**”), will operate the Project (as defined below) on the land owned by the Developer and either located in the City or to be annexed into the City (“**Land**”) and more fully described on the attached Exhibit A;

WHEREAS, the Developer has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the City (“**Project**”), which will result in an expected investment of \$50,000,000 in new, taxable investment in the City on or before December 31, 2026;

WHEREAS, Spartanburg County (“**County**”) and Cherokee County have established a joint county industrial and business park (“**Park**”) by entering into an Agreement for Development for Joint County Industrial and Business Park, dated as of April 20, 2009, as may be amended or supplemented from time to time (“**Park Agreement**”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, (collectively, “**Multi-County Park Act**”), and the City desires the County (subject to certain protections in favor of the City) to cause the Project to be located in the Park, if it is not already, and continue to be located in the Park or such other multi-county industrial and business park so as to afford the Developer the benefits of the Infrastructure Act;

WHEREAS, pursuant to the provisions of the Park Agreement and the Multi-County Park Act, if and when the Project is located in the Park, the Developer and any future owners or lessees of the Project are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (“**FILOT Act**”) that would have been due and payable but for the location of the Project in the Park (“**Fee Payments**”);

WHEREAS, pursuant to and according to the Infrastructure Act, the City has agreed to make certain payments to the Developer (“**Infrastructure Reimbursement Payments**”) from the City’s portion of the Fee Payments in reimbursement of a portion of the cost of the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof;

WHEREAS, the City has determined and found, solely on the basis of representations of the Developer, that the Project is anticipated to benefit the general public welfare of the City by providing

services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the City or a charge against the general credit or taxing power of the City; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the City, are proper governmental and public purposes; that the inducement of the location of the Project in the City and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the City Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the City Council on _____, 2019;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the City and the Developer agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“Affiliate(s) of the Developer” means each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Developer. For the purpose of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“City” has the meaning set forth with respect to such term in the recitals to this Agreement.

“City Council” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Code” means the Code of Laws of South Carolina 1976, as amended.

“Cost of Infrastructure” means, to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“County” has the meaning set forth with respect to such term in the recitals to this Agreement.

“County FILOT Agreement” shall have the mean the meaning set forth with respect to such term in Section

3.02 of this Agreement.

“County SSRC” shall have the mean the meaning set forth with respect to such term in Section 3.02 of this Agreement.

“Developer” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Effective Date” means the date set forth on the cover page of this Agreement.

“Event of Default” shall have the mean the meaning set forth with respect to such term in Section 5.01 of this Agreement.

“Fee Payments” means the payments in lieu of taxes made by the Developer, the Affiliate(s) of the Developer and/or their respective successors and assigns with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial and business park created by the County and a partner county pursuant to a successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“FILOT Act” means Title 4, Section 29, of the Code.

“Indemnified Parties” shall have the mean the meaning set forth with respect to such term in Section 6.11 of this Agreement.

“Infrastructure” means infrastructure serving the City and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Infrastructure Act” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Infrastructure Reimbursement Payment(s)” means, in any year, the payment by the City to the Developer to reimburse the Developer for a portion of the Cost of Infrastructure in the manner set forth in Section 3.02(a) hereof.

“Infrastructure Reimbursement Period” means the period commencing on January 1 of the first year after the year in which the Project is first placed into service and ending on December 31 of the tenth year after the year in which the Project is first placed into service.

“Land” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” means Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” means the ordinance enacted by the City Council on _____, 2019, authorizing the execution and delivery of this Agreement.

“Park” means (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial and business park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Multi-County Park Act, or any successor provision, with respect to the Project.

“Park Agreement” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Person” means an individual, a corporation, a partnership, an association, a joint stock company, a trust,

any unincorporated organization, or a government or political subdivision.

“*Project*” has the meaning set forth with respect to such term in the recitals to this Agreement.

“*Term*” means the term of this Agreement, commencing on the Effective Date and expiring on the date of the last Infrastructure Reimbursement Payment payable under this Agreement and can be extended by the written agreement of the City and Developer.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.01. Representations by the City. The City makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The City is a body politic and corporate and a municipal corporation of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the City Council, the City has been duly authorized to execute and deliver this Agreement.

(b) The City proposes to reimburse the Developer for a portion of the Cost of Infrastructure for the purpose of promoting economic development of the City. The sole source of funding for any financial obligation of the City hereunder will be all or a portion of the Fee Payments actually received by the City from the County from the Project in the Park as further described hereinafter.

(c) To the best knowledge of the undersigned representatives of the City, the City is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the City, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the undersigned representatives of the City, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) any provision of the Constitution of the State applicable to the City or any law, rule, or regulation of any governmental authority applicable to the City, (ii) any agreement to which the City is a party, or (iii) any judgment, order, or decree to which the City is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the City, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the City or its governing body or the power of the City to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the City is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the City is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Developer. The Developer makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Developer is a _____ duly organized, validly existing and in good standing, under the laws of the State of _____ and is qualified to do business in the State of South Carolina, has

power to enter into this Agreement and carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Developer is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, other than as may be created or permitted by this Agreement.

(c) The reimbursement to the Developer of a portion of the Cost of Infrastructure by the City has been instrumental in inducing the Developer to develop the Project in the City.

(d) To the best knowledge of the Developer, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Developer to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Developer is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Developer is there any basis therefore.

(e) The Developer agrees to reimburse the City for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Developer agrees to maintain such books and records with respect to the Project as will permit verification of the Developer's compliance with the terms of this Agreement and the certifications submitted to the City pursuant to Section 3.02(c) hereof. The Developer may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the City segments thereof that the Developer believes contain proprietary, confidential, or trade secret matters.

SECTION 2.03. Covenants of the City.

(a) To the best of its ability, the City will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of the termination of the Park Agreement prior to December 31, 2050, the City agrees to use its commercially reasonable efforts to cause the Project, at the Developer's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement between the County and an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than December 31, 2050.

(c) The City covenants that it will from time to time, at the request and expense of the Developer, execute and deliver such further instruments and take such further action as may be necessary and prudent and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the City within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or

a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

(d) Subject in all respects to the South Carolina Freedom of Information Act (as may be amended from time to time), the City shall (i) comply with all reasonable, written requests made by the Developer with respect to maintaining the confidentiality of such designated segments and (ii) not release information which has been designated as confidential or proprietary by the Developer.

(e) The City has amended or will amend the business license fee schedule to provide for declining fees for companies producing large amounts of revenue, as specified in the City's Code of Ordinances and regulations.

ARTICLE III REIMBURSEMENT PAYMENTS

SECTION 3.01. Payment of Costs of Infrastructure.

The Developer shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Reimbursement Payments.

(a) In order to reimburse the Developer for a portion of the Cost of Infrastructure with respect to the Project, throughout the Term, the City shall make Infrastructure Reimbursement Payments to the Developer, which shall be derived solely from all or a portion of the Fee Payments actually received by the City from the County, as follows:

1. In addition to the special source revenue credits (\$125,000 per annum over the first three (3) years after the Project is placed in service) to be provided to the Developer by the County ("County SSRC") pursuant to the Fee in Lieu of Tax Agreement between the County and the Developer ("County FILOT Agreement"), the Developer shall be entitled to an Infrastructure Reimbursement Payment in the amount of the 30% of the Fee Payments received by the City from the County for the Project, such Infrastructure Reimbursement Payments beginning for the first tax year of the Infrastructure Reimbursement Period and running for 9 years thereafter for a total of 10 years.
2. In no event shall the aggregate amount of all the County SSRC's and Infrastructure Reimbursement Payments claimed by the Developer during the Infrastructure Reimbursement Period exceed the amount expended by the Developer with respect to the Cost of Infrastructure at any point in time. The Developer shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B ("Certificate"). Notwithstanding any provision of this Agreement to the contrary, the Developer may deliver the Certificate marked "Final and Complete," at which time the cumulative Cost of Infrastructure will be deemed final and that amount will be used by the City as the final and maximum amount that the aggregate County SSRCs and Infrastructure Reimbursement Payments will not exceed. Upon the presentation of the final Certificate, the Developer will no longer be required to provide annual certifications, nor will the Developer be eligible to add any new or additional costs to the Cost of Infrastructure.
3. To implement the payments of the Infrastructure Reimbursement Payments, the County SSRC will be applied to the annual Fee Payments due for the Project; the Developer shall pay to the County the annual Fee Payment due (net of the County SSRC); and within 30 days following the

County's remittance to the City of the City's share of the Fee Payments, the City will pay to the Developer the Infrastructure Reimbursement Payment. In no event is the City required to remit an Infrastructure Reimbursement payment to the Developer if and until the City receives the City's entire share of the applicable Fee Payment against which the Infrastructure Reimbursement Payment is to be applied. During the 3-year period in which the County SSRC applies, it is presumed that the amounts due stated on the tax bill are the net amounts due after deduction of the County SSRC, but to the extent that the tax bill does not include a credit for the County SSRC, the parties agree that the Developer shall get the benefit of the County SSRC, provided, however, the Developer shall annually provide the City with a certificate in form acceptable to the City, in its exercise of reasonable discretion, calculating the applicable Infrastructure Reimbursement Payment. The City will reconcile the amounts provided on the certificate with the amount actually received by the City from the County and the City will make the Infrastructure Reimbursement Payment in the corrected amount, if necessary, with a written explanation of the difference between the corrected amount and the amount reflected on the Company's certification.

4. In order to collect the Infrastructure Reimbursement Payments, during the Infrastructure Reimbursement Period, the Developer, after paying its annual County tax bill, will send an invoice to the City requesting the Reimbursement Payment amount and once the City has received the funds from the County such amount will be paid to the Developer.

NOTWITHSTANDING THE ABOVE FORMULA FOR THE INFRASTRUCTURE REMIBURSEMENT PAYMENT, IN ANY CALENDAR YEAR, THE CITY SHALL NOT PAY THE DEVELOPER AN AMOUNT THAT EXCEEDS (A) THE AMOUNT REMITTED TO THE CITY BY THE COUNTY, OR (B) AN AMOUNT, WHEN AGGREGATED WITH ALL PRIOR INFRASTRUCTURE REMIBURSEMENT PAYMENTS, IN EXCESS OF THE COST OF INFRASTRUCTURE.

The Infrastructure Reimbursement Payments and the County SSRC will apply to the Project, both real and personal property, and will be based on the applicable assessed value of the real and personal property regardless of whether the Project is subdivided and owned by affiliated or separate entities. Subject to Section 4.02, upon the conveyance or transfer of all or a portion of the Project, the Fee Payments and Infrastructure Reimbursement Payments shall be prorated on the basis of the assessed values of the Project allocated to the Developer, the Affiliate(s) of the Developer and their respective successors and assigns, as applicable and as reflected in the then current annual County tax bills to such parties. Such successors in interest in and to the Project shall be subject to the same reporting and notice requirements and the same benefit of the Infrastructure Reimbursement Payments described above for the Developer and the Fee Payments and Infrastructure Reimbursement Payments shall be based on the assessed values of Project as reflected in the respective County tax bills to the parties.

(b) THIS AGREEMENT AND THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE CITY PROVIDED BY THE CITY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE CITY FROM THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE CITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS.

(c) No breach by the City of this Agreement shall result in the imposition of any pecuniary liability upon the City (except as provided in the following sentence) or any charge upon its general credit or against its taxing

power. The pecuniary liability of the City under this Agreement or of any warranty herein included or for any breach or default by the City of any of the foregoing shall be limited solely and exclusively to the Fee Payments actually received by the City. The City shall not be required to execute or perform any of its duties, obligations, powers, or covenants that require the City to pay money to the Developer except to the extent of the Fee Payments actually received by the City. The foregoing provisions of this Section 3.02(c) shall not be construed to limit the Developer's right to pursue any non-monetary remedies available to the Developer under Section 5.02 of this Agreement, including pursuit of a mandamus remedy or a specific performance remedy.

ARTICLE IV CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by City. Prior to or simultaneously with the execution and delivery of this Agreement, at the Developer's expense, the City shall provide the Developer with a copy of the Ordinance, duly certified by the City Clerk to have been duly enacted by the City Council and to be in full force and effect on the date of such certification; and such additional related certificates, instruments or other documents as the Developer may reasonably request in a form and substance acceptable to the Developer and the City.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Developer. The City hereby acknowledges that the Developer may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to any other Person(s); provided, however, that the Developer will give notice of any transfer by the Developer of its interest in this Agreement to any Affiliate of the Developer, but such transfer may be done without the City's consent. At the Developer's expense, a transfer to any other Person(s) who is not an Affiliate of the Developer shall require the prior written consent of the City, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the City from the City's obligations to provide Infrastructure Reimbursement Payments to the Developer or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Reimbursement Payments under the Infrastructure Act and such assignee or successor in interest agrees to be bound by the terms and provisions of this Agreement pursuant to the terms of a written joinder agreement with the City and such party, in form to be substantially in the form attached hereto in Exhibit C (each, "Joinder Agreement"). The City's approval of such assignee or successor in interest shall be evidenced by the execution and delivery of the written Joinder Agreement by the then-current Mayor.

SECTION 4.03. Assignment by City. The City shall not assign, transfer, or convey its obligations to provide Infrastructure Reimbursement Payments hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the City or the Developer shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the City or the Developer, respectively, specifying the failure and requesting that it be remedied is given to the City by the Developer, or to the Developer by the City, by first-class mail, the City or the Developer, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Developer or the City. Upon the happening and continuance of any Event of Default, then and in every such case the Developer or the City, as the case may

be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the City or the Developer hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the City or the Developer to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Reimbursement Payments provided for herein have been remitted to the Developer, the Affiliate(s) of the Developer or their successors and assigns, as applicable.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, either party, shall bind or inure to the benefit of the successors of the same party or the other party, as applicable, from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of that party, shall be transferred.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Reimbursement Payments shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability for Personnel of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any agent or employee of the City or its governing body or the Developer or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the City nor any official executing this Agreement shall be liable personally on the Infrastructure Reimbursement Payments or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when delivered by (i) United States certified mail, return-receipt requested, restricted delivery, postage prepaid, or

(ii) sent by e-mail with confirmation of transmission by the transmitting equipment, or (iii) hand delivered with a signed acknowledgement from the addressee or designee if a designee has been established pursuant to the notice provisions of this section, addressed as follows:

If to the City:

City of Greer, South Carolina
Attention: City Administrator
301 East Poinsett Street
Greer, South Carolina 29651

With a copy to:

Michael E. Kozlarek, Esq.
michael@kozlareklaw.com
Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

if to the Developer: [PROJECT FREEMAN FARMS]
[ADDRESS]

with a copy to: Nexsen Pruet, LLC
(which shall not 55 East Camperdown Way, Suite 400
constitute notice Greenville, South Carolina 29601
to the Developer) Attn: James K. Price
Email: jprice@nexsenpruet.com

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the City or the Developer shall also be given to the others. The City and the Developer may, by notice given under this Section 6.06, designate any further or different addresses or representatives to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the City, its members, officers, elected officials, employees, servants and agents (collectively, "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, any Joinder Agreement, or the undertakings required of the City hereunder, by reason of the granting of the Infrastructure Reimbursement Payments, by reason of the execution of this Agreement, any Joinder Agreement, by the reason of the performance of any

act requested of it by the Developer, or by reason of the City's relationship to the Project or by the operation of the Project by the Developer, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the City or any of the other Indemnified Parties should be subject to any claims, liabilities or losses, or incur any pecuniary liabilities or losses, then in such event the Developer shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Developer shall defend them in any such action or proceeding with legal counsel acceptable to the City (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the City, its agents, officers or employees, or (ii) any breach of this Agreement by the City.

(b) Notwithstanding anything in this Agreement or any Joinder Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Developer, shall survive any termination of this Agreement.

[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

WHEREFORE by its signature, each Party binds itself and successors in interest as of the effective date provided in this Agreement's preamble.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

WHEREFORE by its signature, each Party binds itself and successors in interest as of the effective date provided in this Agreement's preamble.

[PROJECT FREEMAN FARMS]

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

[to be provided]

EXHIBIT B

**FORM OF CERTIFICATE AS TO
CUMULATIVE INVESTMENT IN COST OF INFRASTRUCTURE**

STATE OF SOUTH CAROLINA)	CERTIFICATE AS TO CUMULATIVE
)	INVESTMENT IN COST OF
CITY OF GREER)	INFRASTRUCTURE

[PROJECT FREEMAN FARMS] (“Company”) does hereby certify that as of _____, _____, the Company has or has caused at least \$ _____ in the Cost of Infrastructure in the Project, as such terms are defined in the Economic Development Agreement between the City of Greer, South Carolina and the Company dated as of _____, 2019.

[PROJECT FREEMAN FARMS]

By: _____

Its: _____

EXHIBIT C

FORM OF JOINDER AGREEMENT

Reference is made to that certain ECONOMIC DEVELOPMENT AGREEMENT, dated as of _____, 2019 ("Agreement"), between the **CITY OF GREER, SOUTH CAROLINA** ("City") and [**PROJECT FREEMAN FARMS**] ("Company"), a copy of which is attached hereto.

1. Joinder to Agreement. The undersigned hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement and further acknowledges and agrees that the undersigned shall have all of the rights and obligations as an assignee or successor in interest to the Company as set forth in the Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement has the meanings set forth in the Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 6.5 of the Agreement shall be sent to:

Attn:_____

5. Counterparts. This Joinder Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Facsimile signatures may be relied upon as if originals.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

||

By:_____

Its:_____

The foregoing Joinder Agreement is hereby acknowledged, accepted and agreed to by the City.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk



AGENDA
GREER CITY COUNCIL
6/25/2019

Seeking Approval of Grant Application Recommendations

Summary:

The Greer Accommodations Tax Committee met Thursday, June 13, 2019, to discuss the applications received for grants from the State Accommodations Taxes received for fiscal year June 30, 2018. The Committee respectfully submits the attached recommendations for Council's consideration and approval. (Action required)
Presented by David Seifert.

ATTACHMENTS:

Description	Upload Date	Type
▣ 06-13-2019 Recommendation Summary	6/20/2019	Cover Memo
▣ 06-13-2019 Minutes of Accommodations Tax Advisory Committee	6/20/2019	Cover Memo

City of Greer
Disbursement of State Accommodations Taxes
Allocation Distribution Recommendations
June 25, 2019

The Accommodations Tax Committee of the City of Greer respectfully submits the following recommendations to the Council of the City of Greer for the funding of applications for grants from Accommodations Tax Grant Funding Program for fiscal year ended June 30, 2018. If the recommendations are approved, there will be remaining funds of \$659.37 available for allocation and distribution to qualified events and projects that will carry over to fiscal year ending June 30, 2019 for future grants.

			<u>Funding Available</u>
			\$8,394.37
<u>Applications Received</u>	<u>Project</u>	<u>Amount</u>	<u>Recommendation</u>
Greer Station Association	Brochures, Advertising	\$1,360.00	Approve Funding
Greer Cultural Arts Council	Entertainers/Artists	\$6,375.00	Approve Funding
			<u>Remaining Funds Available</u>
			\$659.37

Accommodations Tax Advisory Committee

June 13, 2019

Minutes of Business Meeting

Conference Room 200, Greer City Hall

I. CALL TO ORDER – 10:05 AM

The following members of the Accommodations Tax Advisory Committee were in attendance: Erin Williams, Scott Stevens, Bill Tyler and Reno Deaton. Absent: Christina Lewis, Barbara Bohley, and Andrew Carter. Others present: David Seifert and Catrina Woodruff.

II. OLD BUSINESS

Erin Williams made a motion to approve the minutes as presented, seconded by Scott Stevens. Motion carried unanimously.

Discussion followed about voting procedures and bylaws.

Erin Williams made a motion to consider adopting bylaws this fall when more members are present and to receive guidance from City staff in the process, seconded by Scott Stevens. Motion carried unanimously.

Catrina Woodruff reported that the documentation requested from previous applicants has been provided by all applicants, except one. The grant money for that application is being held until said documentation is provided.

III. NEW BUSINESS

The committee reviewed financial report giving the balance left to award.

The committee reviewed the two applications received and made the following recommendations:

1. Downtown Greer Brochure

Discussion took place on the 25% match requirement being indicated as an in-kind match on the application. Reno Deaton, Executive Director of Greer Development Corporation, revised the application of the Downtown Greer Brochure to show that the organization will provide a cash match of 25%. Scott Stevens made a motion to approve the application for full funding of \$1,360, with the amendment on the application, seconded by Erin Williams. Voting Yes: Erin Williams, Scott Stevens, and Bill Tyler. Abstain: Reno Deaton.

2. Entertainer/Artists

Reno Deaton made a motion to approve the application as presented in the full amount of \$6,375, seconded by Erin Williams. The motion carried unanimously.

IV. ADJOURNMENT – 10:36 AM

Erin Williams motioned to adjourn, seconded by Scott Stevens. Motion was unanimously approved.