



**AGENDA
GREER CITY COUNCIL**

March 10, 2020

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

6:30 PM

COUNCIL REGULAR MEETING

I. PUBLIC HEARING

**A. NOTICE OF PUBLIC HEARING FOR GREENVILLE COUNTY
PROGRAM YEAR 2020 ANNUAL ACTION PLAN / CITY OF GREER**

The City of Greer participates in the Greenville County Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program funded by the U.S. Department of Housing and Urban Development. The Greenville County Redevelopment Authority is preparing its Annual Action Plan for the 2020 program year (7/1/20-6/30/21). A public hearing will be held at the Greer City Hall, located at 301 E. Poinsett Street, Greer, on Tuesday, March 10, 2020 at 6:30 PM. Community development and housing needs and activities eligible for funding under the CDBG and HOME programs will be discussed. Public comment and proposals will be invited on the County's strategy for the City of Greer, including objectives and projected uses of funds. An estimated \$307,336 in CDBG fund and \$108,263 in HOME fund will become available in July. An estimated \$105,000 in CDBG program income and \$298,000 in HOME program income are also expected to become available through the program year. Comments are also invited on past and present housing and community development performance and needs. CDBG funds can be used to assist low- and moderate-income persons, prevent or eliminate slums and blight, or to meet an urgent community need where no other funding is available. HOME funds are used to increase the supply of decent, safe, sanitary and affordable housing for lower income persons. Written comments may also be sent to John Castile, Executive Director, Greenville County Redevelopment Authority, 301 University Ridge, Suite 2500, Greenville SC 29601, until Friday, May 8th, 2020.

II. CALL TO ORDER OF REGULAR MEETING

III. PLEDGE OF ALLEGIANCE

IV. INVOCATION

- A. Councilmember Jay Arrowood**

V. SPECIAL RECOGNITION

- A. 2020 Black History Month Essay Contest Winners**

VI. PUBLIC FORUM

VII. MINUTES OF COUNCIL MEETING

- A. February 25, 2020
(Action Required)**

VIII. PRESENTATION

- A. Kirsten Pressley, Court Administrator will highlight her Monthly Activity Report**
- B. Steve Grant, City Engineer will present his Annual Report**

IX. ADMINISTRATOR'S REPORT

- A. Ed Driggers, City Administrator**

X. APPOINTMENTS TO BOARDS AND COMMISSIONS

- A. Board of Architectural Review
Marney Hannon has resigned effective immediately his term expires 6/30/2020 (Action Required)**
- B. Planning Commission
District 3 Mark Hopper has resigned his term expires 6/30/2021. (Action Required)**

XI. OLD BUSINESS

- A. Second and Final Reading of Ordinance Number 5-2020
AN ORDINANCE APPROVING A MAJOR CHANGE TO A DESIGN REVIEW DISTRICT (DRD) OF CERTAIN REAL PROPERTY IN THE CITY OF GREER (Action Required)**

XII. NEW BUSINESS

- A. First Reading of Ordinance Number 6-2020
AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY THE CITY OF GREER LOCATED AT**

2299 AND 2999 GAP CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-20 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTIES. (Action Required)

Ordinance #6-2020 is an annexation and zoning request for two properties located at 2299 and 2999 Gap Creek Rd in both Spartanburg and Greenville Counties. The parcels for annexation consist of 159.3 acres. The property is proposed for continued use as a golf course with an R-20, Single-Family Residential, zoning. The Planning Commission will conduct a public hearing on March 23, 2020 for the zoning of this parcel.

Brandon McMahan, Planner

B. First Reading of Ordinance Number 7-2020

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY CMT INVESTORS LLC. LOCATED AT 1940 GIBBS SHOALS ROAD FROM I-1 (INDUSTRIAL DISTRICT) TO DRD (DESIGN REVIEW DISTRICT). (Action Required)

Ordinance 7-2020 is a rezoning request for a parcel located on Gibbs Shoals Rd. The request is to rezone the property from I-1, Industrial to DRD, Design Review District. The purpose for this request is to allow for up to 252 apartment units ranging from 1-3 bedrooms. The Planning Commission conducted a public hearing on February 17, 2020 for the rezoning of this parcel. The Planning Commission recommended to approve this request.

Brandon McMahan, Planner

C. First Reading of Ordinance Number 8-2020

AUTHORIZING THE RELOCATION OF CERTAIN ALLEYS AND A QUITCLAIM DEED FOR PORTIONS OF THE SAID ALLEYS; AND OTHER RELATED MATTERS. (Action Required)

D. Benson Development Agreement

Approval requested. (Action Required)

E. Seeking Approval of Grant Application Recommendations

The Greer Accommodations Tax Committee met Tuesday, February 25, 2020, to discuss the applications received for grants from the State Accommodations Taxes received for fiscal year June 30, 2019. The committee respectfully submits the attached recommendations for Council's consideration and approval. (Action Required)

Presented by David Seifert, Chief Financial Officer

XIII EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

A. Economic Development Matter

Request: Motion to enter into Executive Session to discuss and Economic Development Matter pertaining to Project Blakely; as allowed by State Statute Section 30-4-70(A)(5).

B. Economic Development Matter

Request: Motion to enter into Executive Session to discuss and Economic Development Matter pertaining to Project Homecoming; as allowed by State Statute Section 30-4-70(A)(5).

C. Economic Development Matter

Request: Motion to enter into Executive Session to discuss and Economic Development Matter pertaining to Project Hot Stove; as allowed by State Statute Section 30-4-70(A)(5).

XIV.ADJOURNMENT

Anyone who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to participate in a program, service, activity or public meeting of the City of Greer should contact Ruthie Helms, ADA Coordinator at (864) 848-5397 as soon as possible, but no later than 48 hours prior to the scheduled event.

Category Number: IV.
Item Number: A.



AGENDA
GREER CITY COUNCIL
3/10/2020

Councilmember Jay Arrowood

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Invocation Schedule	2/27/2020	Backup Material



**Greer City Council
2020 Invocation Schedule**

January 14, 2020	Councilmember Lee Dumas
January 28, 2020	Councilmember Wryley Bettis
February 11, 2020	Councilmember Judy Albert
February 25, 2020	Mayor Rick Danner
March 10, 2020	Councilmember Jay Arrowood
March 24, 2020	Councilmember Wayne Griffin
April 14, 2020	Councilmember Mark Hopper
April 28, 2020	Councilmember Lee Dumas
May 12, 2020	Councilmember Wryley Bettis
May 26, 2020	Councilmember Judy Albert
June 9, 2020	Mayor Rick Danner
June 23, 2020	Councilmember Jay Arrowood
July 14, 2020	Councilmember Wayne Griffin
July 28, 2020	Councilmember Mark Hopper
August 11, 2020	Councilmember Lee Dumas
August 25, 2020	Councilmember Wryley Bettis
September 8, 2020	Councilmember Judy Albert
September 22, 2020	Mayor Rick Danner
October 13, 2020	Councilmember Jay Arrowood
October 27, 2020	Councilmember Wayne Griffin
November 10, 2020	Councilmember Mark Hopper
November 24, 2020	Councilmember Lee Dumas
December 8, 2020	Councilmember Wryley Bettis

Category Number: VII.
Item Number: A.



AGENDA
GREER CITY COUNCIL
3/10/2020

February 25, 2020

Summary:

(Action Required)



AGENDA
GREER CITY COUNCIL
3/10/2020

Board of Architectural Review

Summary:

Marney Hannon has resigned effective immediately his term expires 6/30/2020 (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
❑ Board of Architectural Review Members	2/27/2020	Backup Material
❑ Hannon resignation	2/27/2020	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 Email dlangley@la-architects.com	May 14, 2019 June 28, 2016 June 11, 2013 April 13, 2010	June 30, 2022 June 30, 2019 June 30, 2016 June 30, 2013
Eddie Burch 116 Vandiventer Dr. Greer, SC 29650 Cell 864-608-9991 Fax 864-404-2174 Email eburch@cdanjoyner.com	August 13, 2019	June 30, 2021
Brandon Price 124 Vandiventer Drive Greer, SC 29650 Residence 877-7341 Business 877-6525 Email Brandon@smithandjames.com	June 12, 2018 June 9, 2015 June 26, 2012	June 30, 2021 June 30, 2018 June 30, 2015
Linda Wood 243 Cannon Street Greer, SC 29651 Residence 877-9463 Cell 864-905-5244 Email Lwood9@aol.com	July 11, 2017 June 24, 2014 June 14, 2011	June 30, 2020 June 30, 2017 June 30, 2014
Marney Hannon 304 N. Miller Street Greer, SC 29650 Residence 877-2644 Cell 864-420-7202 Email marney.hannon@holcim.com	July 11, 2017 June 24, 2014 June 14, 2011	June 30, 2020 June 30, 2017 June 30, 2014

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

From: Marney Hannon <marney.hannon@lafargeholcim.com>

Sent: Monday, February 10, 2020 12:51 PM

To: Brandon McMahan <bmcman@cityofgreer.org>

Subject: BAR

Brandon,

As I mentioned at the last meeting, it is time for me to resign my position on this board to allow for others an opportunity to serve.....it has been an absolute pleasure serving with you and the other board members. I have a couple folks that I could suggest as members if you have any interest.

Sincerely

--

Sent from Gmail Mobile Marney Hannon 304 North Miller St. Greer SC 29650 864-420-7202

Category Number: X.
Item Number: B.



AGENDA
GREER CITY COUNCIL
3/10/2020

Planning Commission

Summary:

District 3 Mark Hopper has resigned his term expires 6/30/2021. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ Planning Commission Members	2/27/2020	Backup Material
☐ Hopper resignation	2/27/2020	Backup Material



CITY OF GREER PLANNING COMMISSION

Four Year Terms

			TERM EXPIRES	CERTIFICATION DATE
DISTRICT 1	John Holland 405 Oakwind Circle, Greer 29651 Cell 864-420-7175 E-mail jcholland79@gmail.com	3/13/18	June 30, 2020	
DISTRICT 2	Judy O. Jones 305 Canteen Avenue, 29650 Residence 877-0440 Business 234-6310 E-mail jojones@mindspring.com	7/11/2017 6/25/13 7/14/09 7/12/05	June 30, 2021 June 30, 2017 June 30, 2013 June 30, 2009	03/06/06 & 10/26/06(6 Hrs) 10/8/07 (3 Hours) 10/27/08 (3 Hours) 7/20/09 (1 Hour)
DISTRICT 3	Mark Hopper 172 Lemon Creek Drive Lyman 29365 Phone 901-0453 E-Mail mark.a.hopper@hotmail.com	7/11/17 10/14/14	June 30, 2021 June 30, 2017	
DISTRICT 4	Walden Jones 132 Burlwood Drive, Greer SC Home 864-360-1889 Office 864-582-0585 Email waldn_jones@hotmail.com	5/14/19 8/14/18	June 30, 2023 June 30, 2019	
DISTRICT 5	Michael Wright 305 N. Miller Street, 29650 Res/Bus 866-751-5767 Mobile 864-630-1216 E-mail mike@flipwright.com	6/11/19	June 30, 2023	
DISTRICT 6	Brian Martin 3 Meadow Breeze Ct. Greer, SC 29650 Residence 848-3385 Business 334-1986 Fax 334-1987 E-mail Brian@MartinandDavis.com	6/27/17 6/25/13 6/9/09	June 30, 2021 June 30, 2017 June 30, 2013	7/20/09 (1 Hour)
AT LARGE	William Lavender 102 Park Hill Drive Greer, SC 29651 Home 864-848-3262 Cell 864-723-1043 Business 864-334-6104 E-mail will@upstatesurveying.com	11/28/17	June 30, 2021	

Tammela Duncan

From: Brandon McMahan
Sent: Wednesday, November 13, 2019 12:23 PM
To: Tammela Duncan
Subject: FW: Greer Planning Commission resignation

fyi

From: Mark Hopper <mark.a.hopper@hotmail.com>
Sent: Wednesday, November 13, 2019 12:12 PM
To: Brandon McMahan <bmcman@cityofgreer.org>
Subject: Greer Planning Commission resignation

Brandon,

Please consider this email as my official resignation from the City of Greer Planning Commission, effective December 31, 2019. I've greatly enjoyed this opportunity and learned a lot over the past 5 years. While it's bittersweet to resign from the Planning Commission, I look forward to the opportunity to continue to work together and to serve Greer as I move to council.

I'll look forward to seeing you soon.

Sincerely,

Mark Hopper
864-901-0453



AGENDA
GREER CITY COUNCIL
3/10/2020

Second and Final Reading of Ordinance Number 5-2020

Summary:

AN ORDINANCE APPROVING A MAJOR CHANGE TO A DESIGN REVIEW DISTRICT (DRD) OF CERTAIN REAL PROPERTY IN THE CITY OF GREER (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 5-2020	2/27/2020	Ordinance
▣ Ord 5-2020 Exhibit E Statement of Intent	2/27/2020	Exhibit
▣ Ord 5-2020 Exhibit F Site Plan	2/27/2020	Exhibit
▣ Ord 5-2020 Exhibit G Elevation	2/27/2020	Exhibit

ORDINANCE NUMBER 5-2019

AN ORDINANCE APPROVING A MAJOR CHANGE TO A DESIGN REVIEW DISTRICT (DRD) OF CERTAIN REAL PROPERTY IN THE CITY OF GREER

WHEREAS, Spartanburg County and Duke Power Company are the owners of properties located on Victor Avenue more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the City of Greer Map attached hereto marked as Spartanburg County Parcel Numbers 9-04-05-003.00, 9-04-05-003.01 and 9-04-06-147.01 containing approximately 24.39 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Numbers 45045C0362E and 45083C0211D attached hereto marked as Exhibit D1 and D2; and,

WHEREAS, the Property is within a design review district and governed by Article 5:19 of the City of Greer's Zoning Ordinance; and,

WHEREAS, the City of Greer previously approved the rezoning of the parcels along Victor Ave, which was for the development of up to 250 Townhome with up to 25,000 square feet of commercial space. The Owners now desire to build up to 330 Apartment units and up to 40 townhomes more particularly described in the Statement of Intent hereto marked as Exhibit E, the site plan attached hereto marked as Exhibit F, the building elevations hereto marked as Exhibit G; and,

WHEREAS, pursuant to Article 5:19.9(5), any change which the Zoning Administrator determines would significantly alter the basic concept and general characteristics of the DRD

district is a “Major Change” that must be approved according to the procedures set forth in Article 5:19.9.

WHEREAS, on January 27, 2020, the Greer Planning Commission held a public hearing and made a recommendation to Greer City Council to deny the major change request as sought by the Owners; and,

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Greer to approve the requested changes to the DRD zoning.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Greer, South Carolina, that the Design Review District Zoning Plan of the property is amended to amend the Statement of Intent, Site Plan and Elevations from the original submitted DRD zoning.

This ordinance shall be effective immediately upon second reading approval.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Wayne Griffin

First Reading: February 25, 2020

Second and
Final Reading: March 10, 2020

Approved as to form:

John B. Duggan, Esquire
City Attorney

Lively Victor Park

+/- 24.4 Acre Multifamily Development Design Review District Victor Ave., City of Greer, SC

Statement of Intent

December 9, 2019

Community Development. The development planned for this 24.4-acre tract on Victor Ave. at the intersection of Victor Ave. and 5th Street will utilize the Design Review District (DRD) zoning classification. The community will consist of for rent attached Townhomes attached Multifamily buildings and Carriage buildings. All new road within the community will be private. The existing terrain and features of the property will be utilized to maximize open space and common grounds, that together will equal at least 30% of the development. This development will be for rent residences (Multi-Family and/or Townhomes) and include a +/-1.0-acre open space common area located in the northwest corner for the community. See preliminary drawing.

Phasing & Density. Total overall residential density for this project will not exceed 16 units per overall site acreage. The current plan calls for up to 40 Townhomes and 330 Apartment units for just slightly over 15 units per acre. The site is intended to be constructed in 1 phase.

Residential Mix & Materials The residential units will vary in size and consist of for rent attached Townhomes configured in between 4 and 6 units building pods, attached Multifamily buildings that may contain up to 90 units per building and detached Carriage buildings that include garage/storage with Units above. The Townhome unit sizes have not been fully determined yet, but it is anticipated they will be approximately 1200-1500 square feet. The Multifamily units will consist of a mix of studio, one bedroom, two bedroom and three-bedroom units, with sizes of approximately 600 square feet up to 1500 square feet. The Multifamily buildings and the Townhomes will utilize a mixture of upgraded materials such as Hardie Board or equal composite siding, together with stone and/or brick accents.

Amenities and Landscaping. The proposed development includes approximately 30% of Common area, and the developer will use maximum efforts to preserve existing vegetation along the creek. The Common areas of the community, including any natural areas, streams and buffers, landscaped buffers lawns, community amenity areas, required stormwater detention/retention and landscaping, shall be permanently protected by recorded covenants and restrictions, and continuing upkeep and proper maintenance shall be the responsibility of the Project Management company selected to operate and maintain the rental community. Sidewalks will be provided and constructed per the Americans with Disabilities Act for maintaining suitable travel paths and connectivity to the public right of ways. Exterior sidewalks will be added along Victor Ave, Old Woodruff Rd (up to the entrance) and around the new townhome section. Landscape screening or other type of screening will be provided for the HVAC

mechanical units along the building perimeter. A lighting plan will be presented and approved by the Greer Police Department CPTED officer prior to construction. Parking will be provided at a ratio of 1.7 spaces per unit.

Sewer/Water. The developer has determined that Public sewer is onsite and maintained by a Greer CPW. A gravity sewer line can be constructed to serve this site and no pump station will be required. Public water is available to serve the development and is maintained by Greer CPW. The developer will construct the water and sewer lines to public standards and all lines shall be turned over to Greer CPW when completed and approved

Setbacks/Buffers. Proposed setbacks for this project are as follows:

15' front setbacks

15' exterior setback around the development

Public Improvements and Facility Impact. Storm water management will be designed according to the specifications of the appropriate regulatory authority. All construction will be in accordance with applicable building codes, zoning ordinances, and all other state and local laws and ordinances. Power will be provided by the Greer Commission of Public Works.

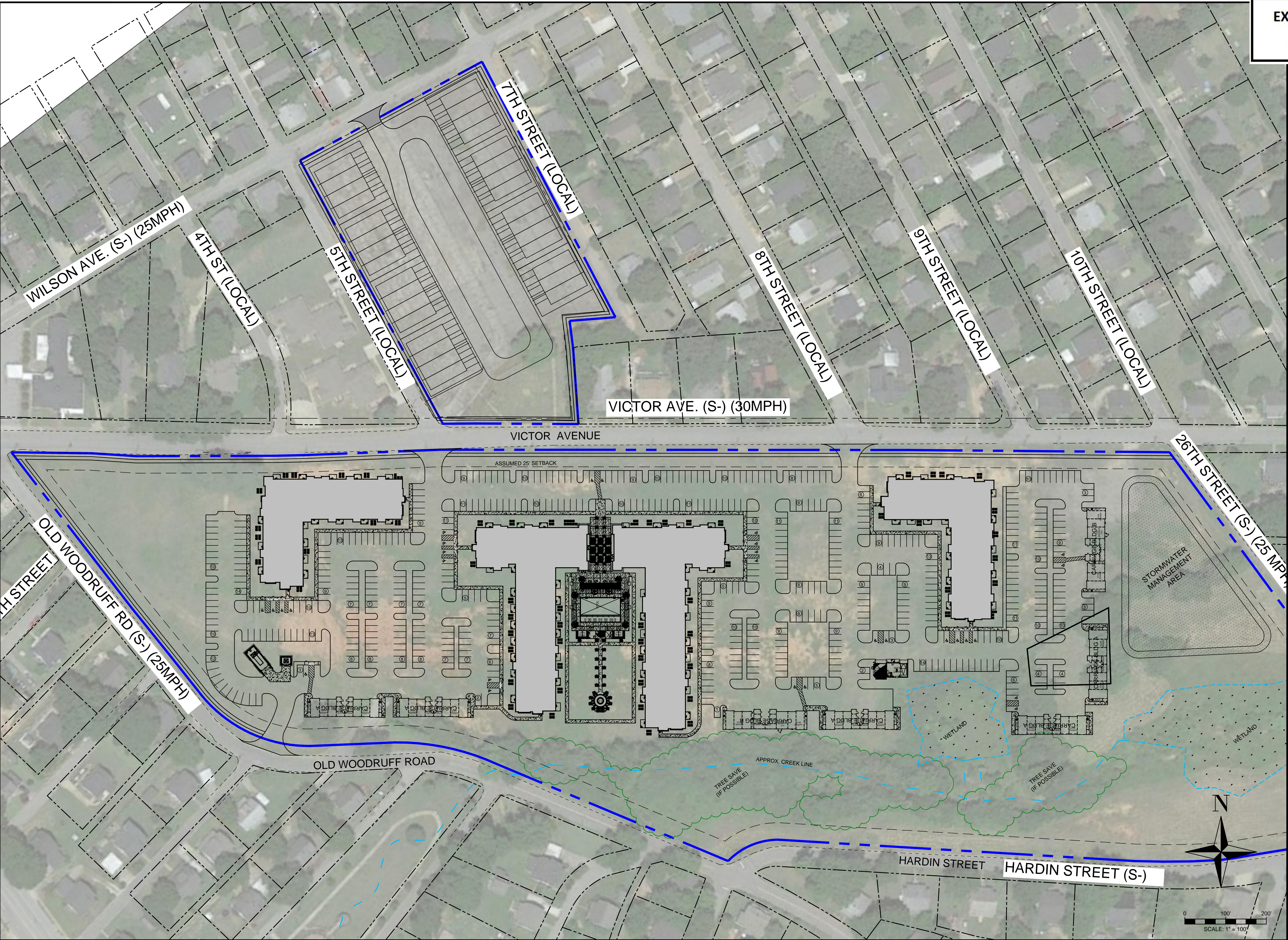


EXHIBIT
F

Gray
Engineering Consultants



1332 PILGRIM ROAD - GREENVILLE, SC 29607
PH: (864) 297-3027 FAX: (864) 729-8747
WWW.GRAYENGINEERING.COM

SC C.O.A.# 000660 - NC C.O.A.# C-1217 - GA C.O.A.# PE001941 - TN C.O.A.# 0410819

STAKEOUT PLAN

**VICTOR MILL
DEVELOPMENT**

VICTOR AVE.
GREER, SC

PROJECT MANAGER: REG
DRAWN BY: CJR
PROJECT DATE: 1/9/19
SCALE: 1"=100'
JOB No.: 2019017
PLOT DATE: 1/20/20

SHEET
CV-1

2019017-SK10.dwg

EXHIBIT

G





AGENDA
GREER CITY COUNCIL
3/10/2020

First Reading of Ordinance Number 6-2020

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY THE CITY OF GREER LOCATED AT 2299 AND 2999 GAP CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-20 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTIES. (Action Required)

Executive Summary:

Ordinance #6-2020 is an annexation and zoning request for two properties located at 2299 and 2999 Gap Creek Rd in both Spartanburg and Greenville Counties. The parcels for annexation consist of 159.3 acres. The property is proposed for continued use as a golf course with an R-20, Single-Family Residential, zoning. The Planning Commission will conduct a public hearing on March 23, 2020 for the zoning of this parcel.

Brandon McMahan, Planner

ATTACHMENTS:

Description	Upload Date	Type
❑ Cover Memo	3/4/2020	Cover Memo
❑ Ordinance Number 6-2020	3/4/2020	Ordinance
❑ Ord 6-2020 Exhibit A1 Deed	3/4/2020	Exhibit
❑ Ord 6-2020 Exhibit A2 Deed	3/4/2020	Exhibit
❑ Ord 6-2020 Exhibit B Legal Description	3/4/2020	Exhibit
❑ Ord 6-2020 Exhibit C Map	3/4/2020	Exhibit
❑ Ord 6-2020 Exhibit D1 Flood Map Greenville	3/4/2020	Exhibit
❑ Ord 6-2020 Exhibit D2 Flood Map Spartanburg	3/4/2020	Exhibit
❑ Ord 6-2020 Petition for Annexation	3/4/2020	Backup Material

Memorandum

To: Mr. Ed Driggers, City Administrator

From: Brandon McMahan, Planner

Subject: Ordinance #6-2020

Date: March 2, 2020

CC: Tammy Duncan, Clerk to City Council

Ordinance #6-2020 is an annexation and zoning request for two properties located at 2299 and 2999 Gap Creek Rd in both Spartanburg and Greenville Counties. The parcels for annexation consist of 159.3 acres. The property is proposed for continued use as a golf course with an R-20, Single-Family Residential, zoning.

The Planning Commission will conduct a public hearing on March 23, 2020 for the zoning of this parcel.

ORDINANCE NUMBER 6-2020

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY THE CITY OF GREER LOCATED AT 2299 AND 2999 GAP CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-20 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTIES.

WHEREAS, the City of Greer is the sole owner of properties located at 2299 and 2999 Gap Creek Road more particularly described on the legal description attached hereto marked as Exhibit A1 and A2, the property description attached hereto marked as Exhibit B, the City of Greer Map attached hereto marked as Greenville County Parcel Number 0536010105300 and Spartanburg County Parcel Number 9-02-00-036.00 containing approximately 159.3 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Numbers 45045C0351E and 45083C0205D attached hereto marked as Exhibit D1 and D2; and,

WHEREAS, the properties currently have zero (0) occupants; and,

WHEREAS, the City of Greer has petitioned the City of Greer to annex it's property by one-hundred percent (100%) method provided for by South Carolina Code Section 5-3-150(3); and,

WHEREAS, the properties are now outside the city limits of Greer but adjoins the city limits; and,

WHEREAS, the property owner has requested that the subject properties be zoned R-20 (Single Family Residential District); and,

WHEREAS, the requested zoning is consistent with the land uses in the general area and the land planning of the city.

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

1. ANNEXATION: The 159.3 acres +/- properties shown in red on the attached map owned by the City of Greer located at 2299 and 2999 Gap Creek Road as described on the attached City of Greer Map as Greenville County Parcel Number 0536010105300 and Spartanburg County Parcel Number 9-02-00-036.00 are hereby annexed into the corporate city limits of the City of Greer.

2. ANNEXATION OF 2164 FEET OF GAP CREEK ROAD: 2164 feet of Gap Creek Road roadway along the edge of the annexed property owned by the City of Greer as shown in Exhibit C are hereby annexed into the corporate limits of the City of Greer.

3. ZONING ASSIGNMENT: The above referenced property shall be zoned R-20 (Single Family Residential District) pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

4. LAND USE MAP: The above reference property shall be designated as Employment Center on the Land Use Map contained within the 2010 Comprehensive Plan for the City of Greer.

5. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Numbers 45045C0351E and 45083C0205D.

6. DISTRICT ASSIGNMENT: The above referenced property shall be assigned to City Council District #4.

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:

First Reading: March 10, 2020

Second and

Final Reading: April 14, 2020

APPROVED AS TO FORM:

John B. Duggan, Esquire
City Attorney

Prepared by and return to:
 Duggan & Hughes, LLC
 457-B Pennsylvania Avenue
 Greer, SC 29650

State of South Carolina)	
)	
County of Spartanburg)	Special Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that Greer Golf and Country Club, aka Greer Golf and Country Club, Inc. (hereinafter called "Grantor"), in consideration of **Four Hundred Eighty Six Thousand Three Hundred Ninety Nine and 71/100 Dollars (\$486,399.71)**, the receipt of which is hereby acknowledged, and subject to the covenant contained herein, to the Grantor in hand paid at and before the sealing of these presents, by City of Greer (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto City of Greer, its successors and assigns, forever:

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, Beech Springs Township and partly in Greenville County, lying on the southerly side of Gap Creek Road and on the northerly side of South Tyger River, about three miles northeast of Greer, known as Tracts Nos. 6 and 7 and 10.38 acres, as shown on plat entitled Plat of Subdivision – A.H. Miller Tract, prepared by H.S. Brockman, Surveyor, dated December 1918, revised by John A. Simmons, Reg. Surveyor, on May 18, 1961, and recorded in Plat Book 46 at Pages 544 and 545, in the Office of the Register of Deeds for Spartanburg County and in Plat Book RR at Page 145 in the Office of the Register of Deeds for Greenville County. Reference is made to such revised plat for a more complete property description.

This is the identical property conveyed to Greer Golf & Country Club by the following deeds:

- (1) Tracts 6 and 7 by deed of James G. Hayes, et al, recorded October 27, 1964, in Deed Book 20-U at Page 282, RMC Office for Spartanburg County and recorded in Deed Book 734 at Page 463 in the ROD Office for Greenville County.**
- (2) 10.38 acre tract by deed of Perry M. Shockley and Joseph L. Shockley recorded in Deed Book 27-U at Page 17 in the ROD Office for Spartanburg County and Deed Book 20-U, at Page 383 in the ROD Office for Spartanburg County.**

TMS # 9-02-00-036.00

ALSO, All that piece, parcel or lot of land, lying and being in the County of Spartanburg State of South Carolina, being known and designated as Lot No. 15 of Section 7, Country Club Estates, as shown on survey and plat recorded in the ROD Office for Spartanburg County in Plat Book 70, at Pages 452-457, reference to said plat is hereby pleaded for a more complete description as to metes and bounds.

This is the identical property conveyed to Greer Golf & Country Club Inc., by deed of Group Five Inc., dated 8/4/90 and recorded 8/8/90 in Deed Book 56-V, at Page 554, in the ROD Office for Spartanburg County, SC.

TMS#9-02-06-024.00

SAID PROPERTY SHALL BE SUBJECT TO the restriction that the Property shall only be used by Grantee, its successors or assigns, for green space and community recreation purposes; provided, however, that Grantee, its successors or assigns, is not required to utilize the Property as a municipal golf course after 180 days from the date of this deed. This covenant shall run with the land and bind Grantee's successors or assigns.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

**Grantee's Address: 301 E. Poinsett Street
Greer, SC 29651**

TMS No.: 9-02-00-036.00 and 9-02-06-024.00

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor does hereby bind the grantor and the grantor's successors and assigns, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee and the Grantee's heirs and assigns forever against the Grantor and its Successors and Assigns, so that neither Grantor nor those claiming under it shall hereafter have any interest in or claim the same, or any thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this the 6th day of February, 2020.

SIGNED, SEALED AND DELIVERED
in the presence of:

Susan C. Duest
Witness #1:
[Signature]
Witness #2:

Greer Golf and Country Club aka
Greer Golf and Country Club, Inc.

By: Ronald O. Bennett
Ronald O. Bennett
Its: President

State of South Carolina)

County of Greenville)

ACKNOWLEDGMENT

I, Daniel R. Hughes, a Notary Public for South Carolina, do hereby certify that Greer Golf and Country Club aka Greer Country Club, Inc. by Ronald O. Bennett, Its: President, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6th day of February, 2020.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 10/18/2026

Prepared by and return to:
 Duggan & Hughes, LLC
 457-B Pennsylvania Avenue
 Greer, SC 29650

State of South Carolina)

County of Greenville)

Special Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that Greer Golf and Country Club, aka Greer Golf and Country Club, Inc. (hereinafter called "Grantor"), in consideration of One Million Fifty Thousand and 00/100 Dollars (\$1,050,000.00), the receipt of which is hereby acknowledged, and subject to the covenant contained herein, to the Grantor in hand paid at and before the sealing of these presents, by City of Greer (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto City of Greer, its successors and assigns, forever:

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, Beech Springs Township and partly in Greenville County, lying on the southerly side of Gap Creek Road and on the northerly side of South Tyger River, about three miles northeast of Greer, known as Tracts Nos. 6 and 7 and 10.38 acres, as shown on plat entitled Plat of Subdivision - A.H. Miller Tract, prepared by H.S. Brockman, Surveyor, dated December 1918, revised by John A. Simmons, Reg. Surveyor, on May 18, 1961, and recorded in Plat Book 46 at Pages 544 and 545, in the Office of the Register of Deeds for Spartanburg County and in Plat Book RR at Page 145 in the Office of the Register of Deeds for Greenville County. Reference is made to such revised plat for a more complete property description.

This is the identical property conveyed to Greer Golf & Country Club by the following deeds:

- (1) Tracts 6 and 7 by deed of James G. Hayes, et al, recorded October 27, 1964, in Deed Book 20-U at Page 282, RMC Office for Spartanburg County and recorded in Deed Book 734 at Page 463 in the ROD Office for Greenville County.**
- (2) 10.38 acre tract by deed of Perry M. Shockley and Joseph L. Shockley recorded in Deed Book 27-U at Page 17 in the ROD Office for Spartanburg County.**

ALSO, All that piece, parcel or tract of land in O'Neal Township, Greenville County, State of South Carolina being shown on plat of property of Greer Golf and Country Club, recorded in the ROD Office for Greenville County, SC, in Plat Book SS, at Page 1. Reference is made to such plat for a more complete property description.

This being the same property conveyed to Greer Golf and Country Club, Inc., by Quitclaim Deed of Greenville County, South Carolina, dated 2/24/98 and recorded 2/24/98 in Deed Book 1745, at Page 998, in the ROD Office for Greenville County, SC.

SAID PROPERTY SHALL BE SUBJECT TO the restriction that the Property shall only be used by Grantee, its successors or assigns, for green space and community recreation purposes; provided, however, that Grantee, its successors or assigns, is not required to utilize the Property as a municipal golf course after 180 days from the date of this deed. This covenant shall run with the land and bind Grantee's successors or assigns.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

**Grantee's Address: 301 E. Poinsett Street
Greer, SC 29651**

TMS No.: 0536.01-01-053.00

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor does hereby bind the grantor and the grantor's successors and assigns, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee and the Grantee's heirs and assigns forever against the Grantor and its Successors and Assigns, so that neither Grantor nor those claiming under it shall hereafter have any interest in or claim the same, or any thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this the 6th day of February, 2020.

SIGNED, SEALED AND DELIVERED
in the presence of:

Susan C. Duest

Witness #1:

[Signature]

Witness #2:

Greer Golf and Country Club aka
Greer Golf and County Club, Inc.

By: Ronald O. Bennett

Ronald O. Bennett

Its: President

State of South Carolina

)

County of Greenville

)

)

ACKNOWLEDGMENT

I, Daniel R. Hughes, a Notary Public for South Carolina, do hereby certify that Greer Golf and Country Club aka Greer Golf and Country Club, Inc., by Ronald O. Bennett, Its: President, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6th day of February, 2020.

[Signature] (SEAL)

Notary Public for South Carolina

My Commission Expires: 10/12/2026

EXHIBIT "A"
PROPERTY DESCRIPTION

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, Beech Springs Township and partly in Greenville County, lying on the southerly side of Gap Creek Road and on the northerly side of South Tyger River, about three miles northeast of Greer, known as Tracts Nos. 6 and 7 and 10.38 acres, as shown on plat entitled Plat of Subdivision – A.H. Miller Tract, prepared by H.S. Brockman, Surveyor, dated December 1918, revised by John A. Simmons, Reg. Surveyor, on May 18, 1961, and recorded in Plat Book 46 at Pages 544 and 545, in the Office of the Register of Deeds for Spartanburg County and in Plat Book RR at Page 145 in the Office of the Register of Deeds for Greenville County. Reference is made to such revised plat for a more complete property description.

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Reference is made to Quitclaim Deed from Greenville County, SC to Greer Golf & Country Club, Inc.

ALSO:

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Deed Book 27-U at Page 17 in the ROD Office for Spartanburg County.

Reference is made to Quitclaim Deed from Greenville County, SC to Greer Golf & Country Club, Inc.

ALSO:

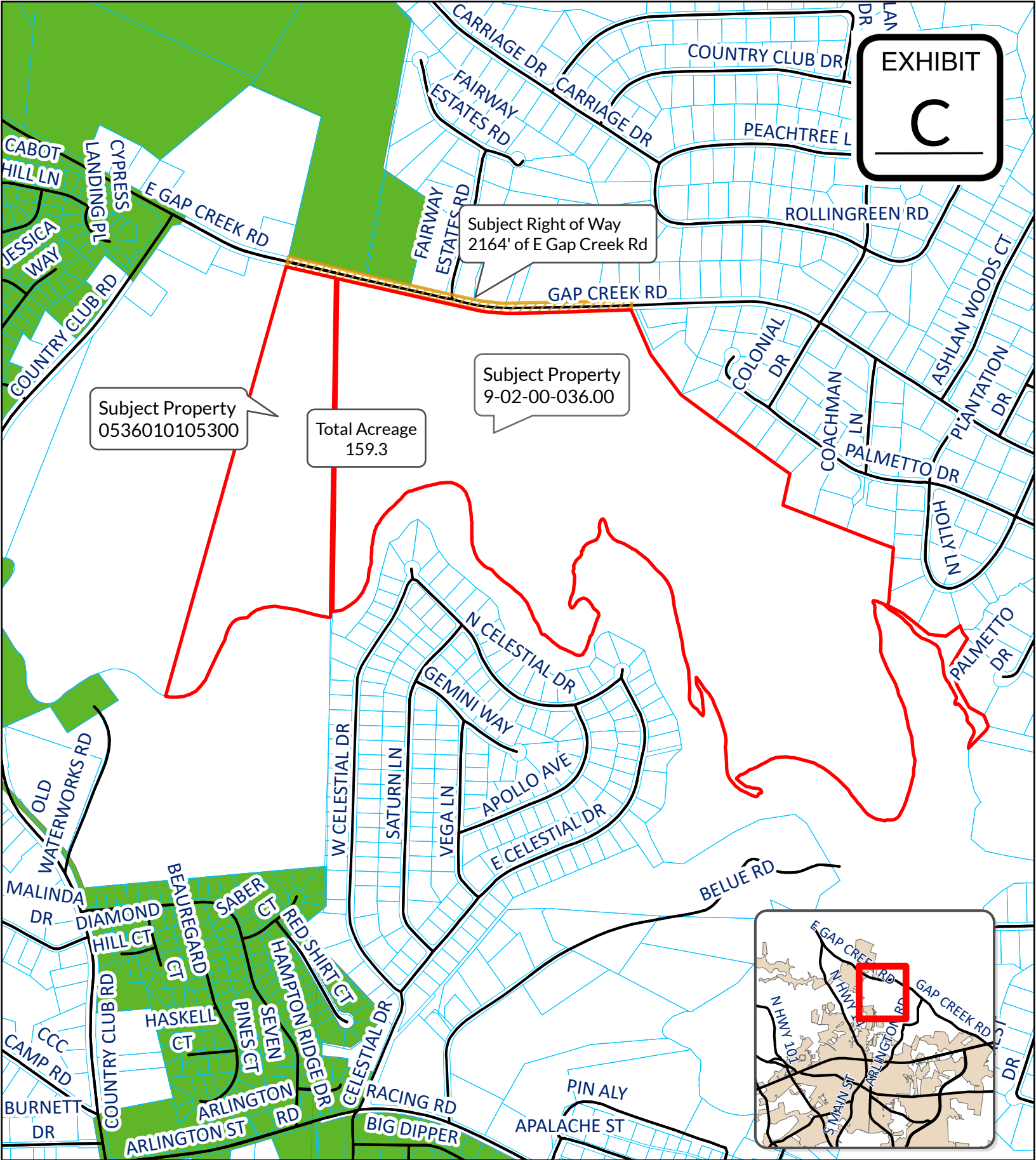
ALL that piece, parcel or lot of land, lying and being in the County of Spartanburg, State of South Carolina, being known and designated as Lot No. 15, of Section 7, Country Club Estates, as shown on a survey and plat recorded in the RMS Office for Spartanburg County in Plat Book 70 at Pages 452-457, reference to said plat is hereby pleaded for a more complete description as to metes and bounds.

ALSO:

All improvements, buildings, furniture, fixtures, equipment, parking areas, licenses, permits, appurtenances, hereditaments, entitlements, easements, names and other assets used in the operation of, or located at the property.

EXHIBIT

C



Ordinance 06-2020

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

Council Districts

1

2

3

4

5

6

Streets

Right of Way

Parcels

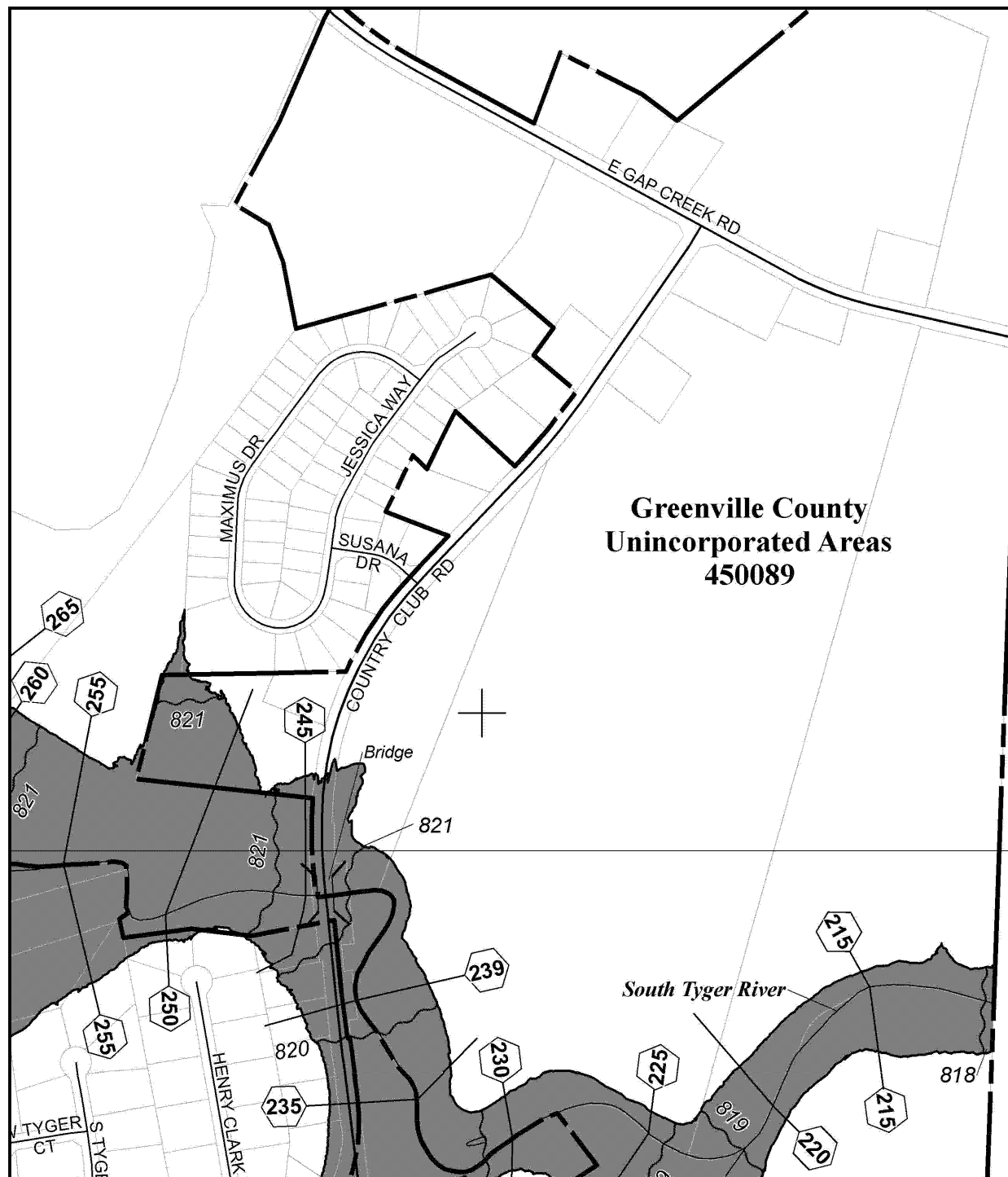
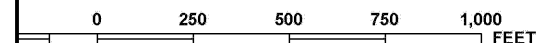
EXHIBIT

D-1

Program at 1-800-638-6620.



MAP SCALE 1" = 500'



**Greenville County
Unincorporated Areas
450089**

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0351E

FIRM

**FLOOD INSURANCE RATE MAP
GREENVILLE COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS**

PANEL 351 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENVILLE COUNTY	450089	0351	E
GREER, CITY OF	450200	0351	E

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

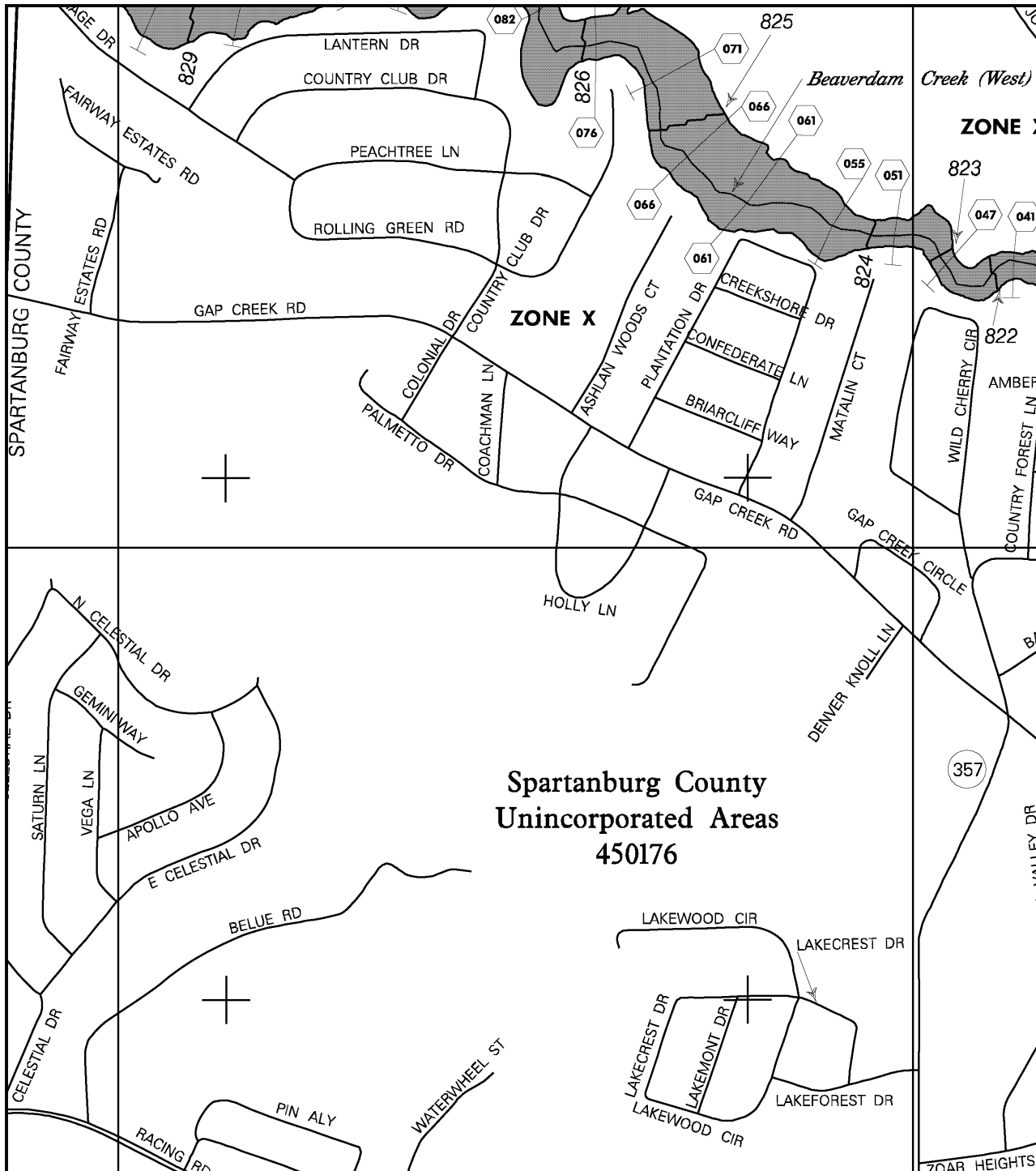


**MAP NUMBER
45045C0351E**

**MAP REVISED
AUGUST 18, 2014**

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



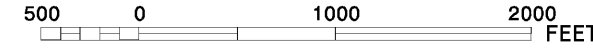
flood insurance is available in this c
National Flood Insurance Program at

EXHIBIT

D-2



MAP SCALE 1" = 1000'



NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0205D

**FIRM
FLOOD INSURANCE RATE MAP**

**SPARTANBURG COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS**

PANEL 205 OF 555

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
SPARTANBURG COUNTY	450176	0205	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



**MAP NUMBER
45083C0205D**

**EFFECTIVE DATE
JANUARY 6, 2011**

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



Petition for Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 2299 and 2999 Gap Creek Rd more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 9-02-00-036.00 & 0536010105300 attached hereto marked as Exhibit C containing approximately 159.3 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 10 day of February, 2020 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

The applicant hereby requests that the property described be zoned to R-20, Single Family Residential.

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant or restriction that is contrary to, conflicts with, or prohibits the activity described?

☐ Yes ☒ No

Print Name: Ed Driggers
Signature: [Signature]
Address: 301 E. Poinsett St
Witness: [Signature]
Date: 2/10/20
Parcel Address: 2299 & 2999 Gap Creek Rd
Tax Map Number: 9-02-00-036.00 & 0536010105300

Print Name: _____
Signature: _____
Address: _____
Witness: _____
Date: _____
Parcel Address: _____
Tax Map Number: _____



AGENDA
GREER CITY COUNCIL
3/10/2020

First Reading of Ordinance Number 7-2020

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY CMT INVESTORS LLC. LOCATED AT 1940 GIBBS SHOALS ROAD FROM I-1 (INDUSTRIAL DISTRICT) TO DRD (DESIGN REVIEW DISTRICT). (Action Required)

Executive Summary:

Ordinance 7-2020 is a rezoning request for a parcel located on Gibbs Shoals Rd. The request is to rezone the property from I-1, Industrial to DRD, Design Review District. The purpose for this request is to allow for up to 252 apartment units ranging from 1-3 bedrooms. The Planning Commission conducted a public hearing on February 17, 2020 for the rezoning of this parcel. The Planning Commission recommended to approve this request.

Brandon McMahan, Planner

ATTACHMENTS:

Description	Upload Date	Type
❑ Cover Memo	3/4/2020	Cover Memo
❑ Ordinance Number 7-2020	3/5/2020	Ordinance
❑ Ord 7-2020 Exhibit A Map	3/4/2020	Exhibit
❑ Ord 7-2020 Exhibit B Statement of Intent	3/5/2020	Exhibit
❑ Ord 7-2020 Exhibit C Site Plan	3/5/2020	Exhibit
❑ Ord 7-2020 Exhibit D Elevation	3/5/2020	Exhibit
❑ Ord 7-2020 Rezoning Application	3/4/2020	Backup Material
❑ Ord 7-2020 Planning Commission Minutes	3/4/2020	Backup Material

Memorandum

To: Mr. Driggers, City Administrator

From: Brandon McMahan, Planner

Subject: Ordinance 7-2020

Date: March 2, 2020

CC: Tammy Duncan, City Clerk

Ordinance 7-2020 is a rezoning request for a parcel located on Gibbs Shoals Rd. The request is to rezone the property from I-1, Industrial to DRD, Design Review District. The purpose for this request is to allow for up to 252 apartment units ranging from 1-3 bedrooms.

The Planning Commission conducted a public hearing on February 17, 2020 for the rezoning of this parcel. The Planning Commission recommended to approve this request.

ORDINANCE NUMBER 7-2020

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY CMT INVESTORS LLC. LOCATED AT 1940 GIBBS SHOALS ROAD FROM I-1 (INDUSTRIAL DISTRICT) TO DRD (DESIGN REVIEW DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to a certain property owned by CMT Investors, LLC located at 1940 Gibbs Shoals Road and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Number 0529030101303 containing approximately 18.527 +/- acres marked as Exhibit A, the Statement of Intent marked at Exhibit B, the Site Plan marked at Exhibit C and the Elevation marked at Exhibit D.

1. The owners desire to change the zoning classification of their property and have shown the need for such use to the Greer Planning Commission at a public hearing held on February 17, 2020.
2. To accomplish the desired change in use in the most effective manner, the zoning classifications should be changed to DRD (Design Review 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 1940 Gibbs Shoals Road more particularly identified by the attached City of Greer Map specifying Greenville County Parcel Number 0529030101303 containing approximately 18.527 +/- acres attached

hereto marked as Exhibit A shall be changed from I-1 (Industrial District) to DRD (Design Review 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

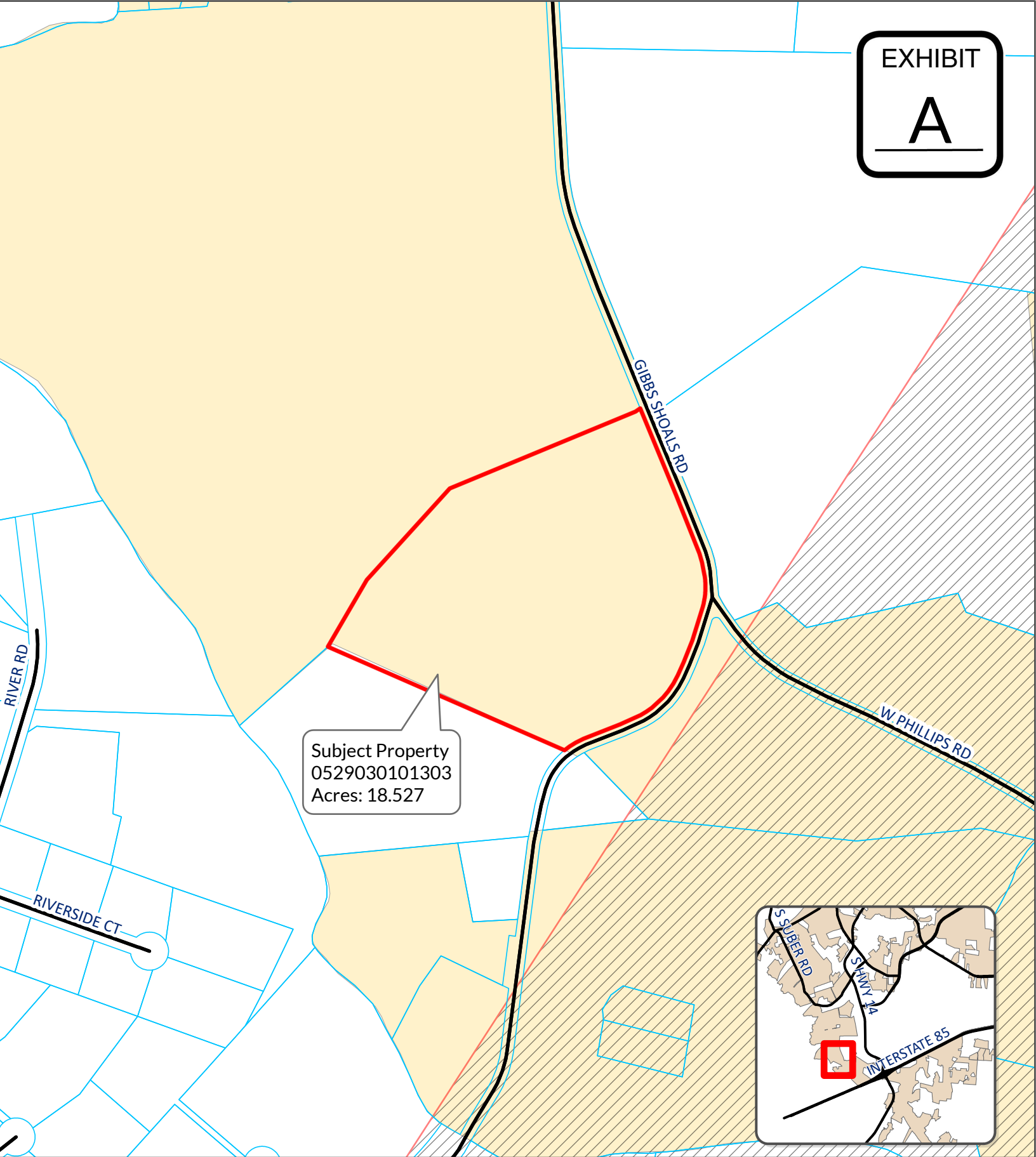
Introduced by:

First Reading: March 10, 2020

Second and
Final Reading: March 24, 2020

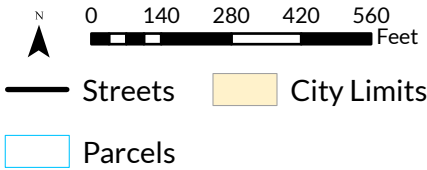
Approved as to Form:

John B. Duggan, Esquire
City Attorney



Ordinance 07-2020

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Gibbs Shoals Multi-Family

Note: Proposed name may be different with submitted final development plans.

18.53 Acre Multi-Family Development**Design Review District****Gibbs Shoals Road & West Phillips Road – Greer, South Carolina**

February 5, 2020

STATEMENT OF INTENT**1. Project Introduction**

The development planned for this +/-18.53-acre tract (TMS# 0529030101303 and currently zoned I-1, Industrial District), located at the intersection of Gibbs Shoals Road and West Phillips Road, will utilize the Design Review District (DRD) zoning classification. The development will consist of approximately 252 market rate multi-family apartments made up of 1-bedroom, 2-bedroom and 3-bedroom units. Parking will be provided at a rate of 2 spaces per unit and will be built to City standards. On-site Infrastructure will consist of standard curb and gutter along internal roads and parking areas, as well as public water mains, public sewer mains, storm drainage, and site lighting.

Entrance signage and landscaping will be installed along the primary entrance off Gibbs Shoals Road. A stormwater management pond will be installed to address stormwater runoff and water quality treatment for the development. Other amenities such as a clubhouse, pool, pocket parks and passive open spaces will be provided for residents.

2. Phasing & Density

The proposed project consists of 252 multi-family apartments made up of 1-bedroom, 2-bedroom and 3-bedroom units with a possible adjustment to those exact numbers based on final architecture and engineering plans to be developed; but, the overall density of the project will not exceed 252 units. The project is intended to be constructed in 1 phase, depending on weather and site conditions. If the development proceeds as expected, build-out will be complete within approximately 18 months.

3. Setbacks/Yards

Proposed yards and setbacks are as follows:

- 30' Front yard along Gibbs Shoals Road right of way. (as described in RM-1 zoning text.)
- 15' Side yard along all other property boundaries. (as described in RM-1 zoning text.)
- 25' Building Setback (applies to Primary and Accessory Buildings)

4. Driveways, Traffic Impact Analysis, and Roadway Improvements

Two driveways for ingress and egress will be provided for the development, both on Gibbs Shoals Road. These driveways will be designed to meet all applicable City of Greer and SCDOT requirements.

The developer will provide a traffic impact analysis prepared by a registered engineer in compliance with SCDOT requirements. The study will identify appropriate improvements to mitigate additional traffic loads created by the proposed development. The developer, SCDOT, and City of Greer will make appropriate improvements to surrounding roads based on the recommendation of the final Traffic Impact Analysis. A focal point of the traffic study will be the intersection of Gibbs Shoals Road and W Phillips Road.

A 5-foot sidewalk will be installed along the property's entire frontage of Gibbs Shoals Road. Curb ramps will be provided at driveway crossings for ADA compliance. The developer will coordinate the final location of the sidewalk, in relationship to Gibbs Shoals Road, with SCDOT and the City of Greer.

5. *Building Height*

The max building height shall be 45 feet, measured from the finished floor elevation to the top of the roof. Due to existing topography on-site, split-level buildings will be utilized. Split-level buildings, where 3 stories are provided on one half of the building and 4 stories on the other, shall be permitted to exceed 45 feet on the four-story side provided that there is vehicular & fire access to the 3-story side of the building. In general, the 4-story side will face away from the public R/W or adjacent properties and towards the interior of the site.

6. *Building Materials*

The exterior building materials may consist of fiber cement or an equal composite siding, with a fiber cement trim, stone or brick accents and architectural asphalt shingles with some standing seam roofing accents. The buildings may contain a combination of some, or all the materials noted above.

7. *Landscaping and Open Space*

The site will include several open spaces areas for recreational use by the tenants. The open space will include both active and passive areas. Examples of active open spaces would include, but are not limited to: pocket parks, amenity lawns, or game lawns. Examples of passive open spaces would include, but are not limited to: stormwater management ponds, utility easement areas, and any other landscape space.

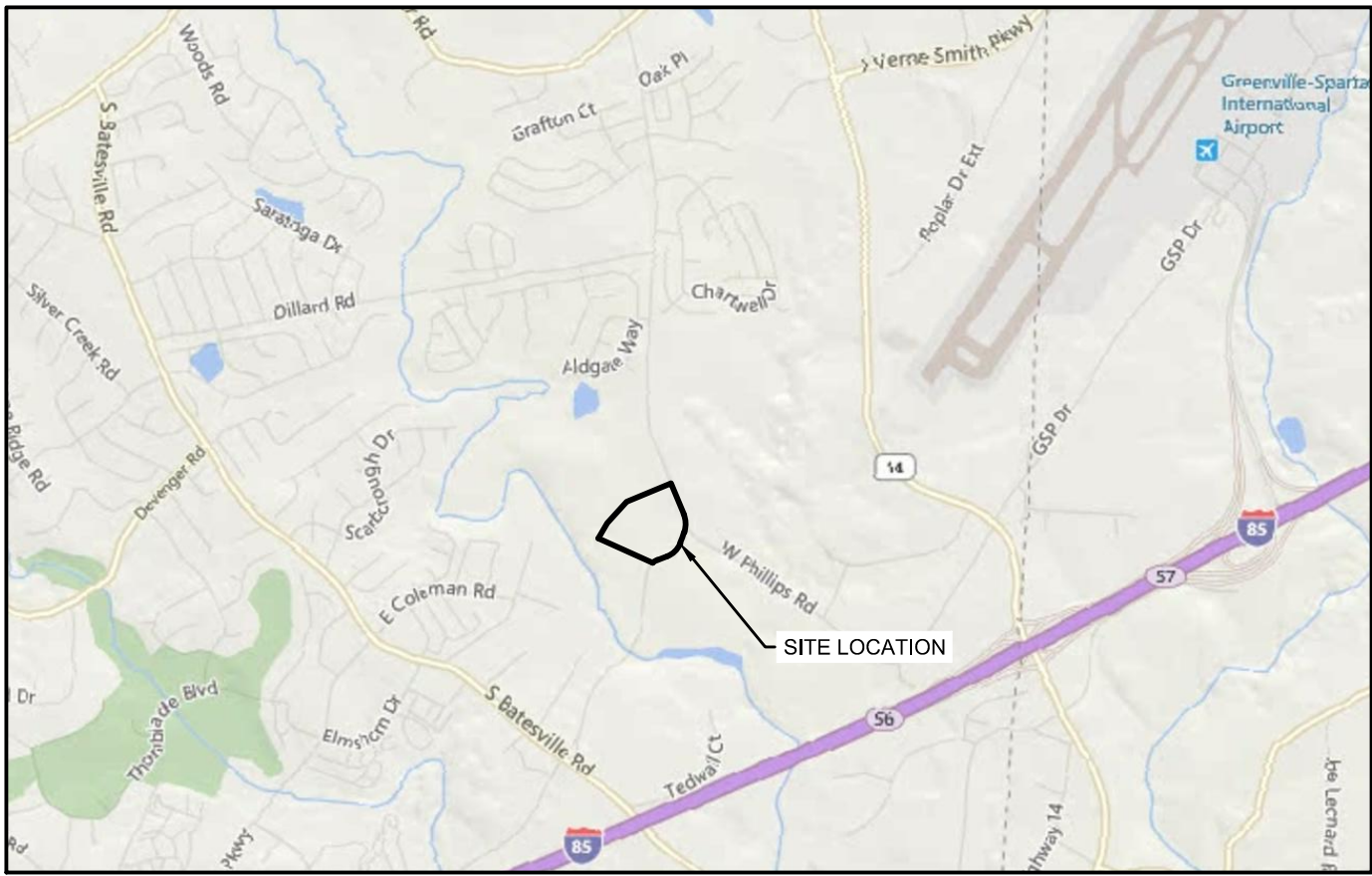
The primary entrance drive will be heavily landscaped and as noted will contain an entrance monument for the development. Sidewalks will connect the development's open spaces. The sidewalk will also connect back to any future public sidewalk system along Gibbs Shoals Road. Please refer to the Preliminary Development Plan for further clarification on the sidewalks proposed for this development.

The landscape will consist of street trees, outdoor lighting to match the surrounding residential streetscape, and foundation plantings at the units. Buffers will be provided where needed to separate incompatible uses and screen undesired views. Buffers may consist of opaque, evergreen vegetation at minimum height of 6' at time of planting, opaque fencing, earthen berms, or any combination thereof. Parking areas will be planted to meet City requirements. Emphasis will be placed on adding canopy trees to break up parking areas and reduce the urban heat island effect. Canopy tree plantings shall be diverse in nature and a mixture of native/naturalized species shall be used.

On site lighting will be provided along driveways and in parking lot areas.

8. *Sewer/Water*

A new sewer easement will provide access to the existing sanitary sewer main located along the Enoree River that is owned and maintained by ReWa. A new extension that ties into the ReWa main will serve the site. Public water is available along Gibbs Shoals Road to serve the development and is owned and maintained by Greer Commission of Public Works. The new sewer and water mains will be built to public standards and turned over to Greer Commission of Public Works.



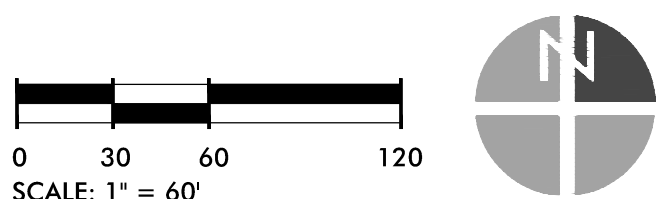
VICINITY MAP (NOT TO SCALE)



ZONING DATA:	
TMS #	0529030101303
EXISTING ZONING:	I-1
PROPOSED ZONING:	DRD
PROPOSED ACREAGE:	± 18.53 Ac.
PROPOSED UNITS:	252 Units
PROPOSED DENSITY:	13.6 DU/Ac.

EXHIBIT
C

SITE DATA:			
BUILDING TYPE:	# UNITS	# OF BUILDINGS	TOTAL UNIT
COUNT			
I	24	7	168
II	28	3	84
			252
City of Greer Parking Requirement = 2 spaces per unit			
Total Required Parking = 504 spaces			
Total Parking Provided = 510 spaces (includes 25 garage spaces)			



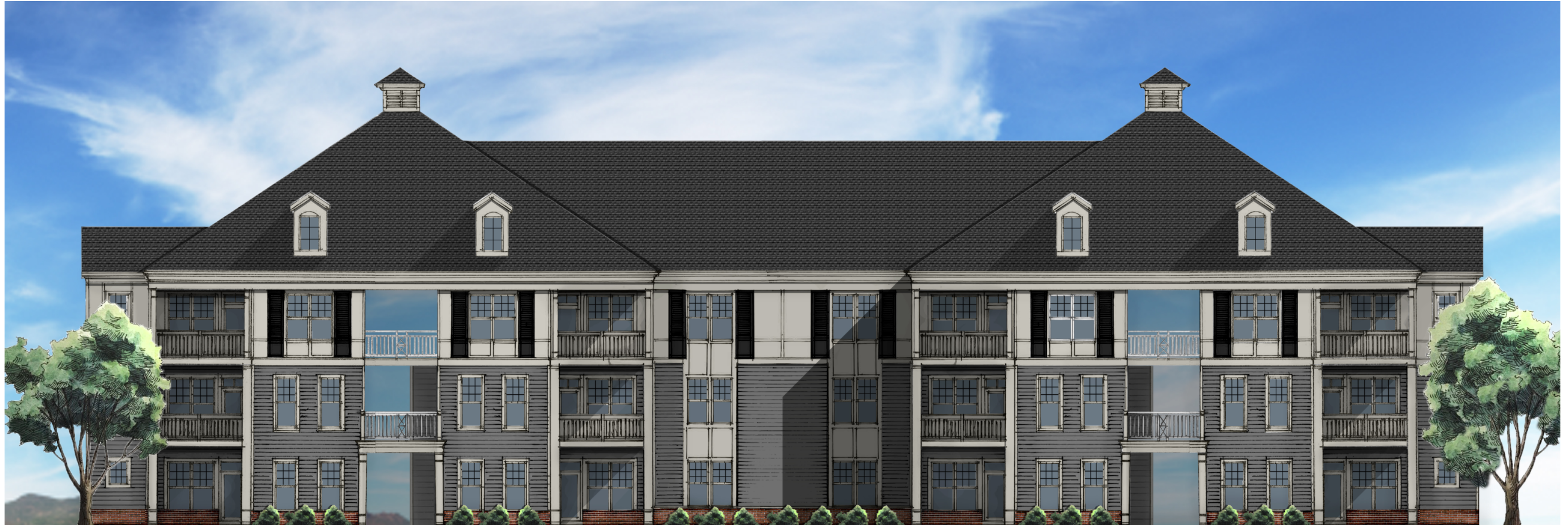
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



GIBBS SHOALS MULTI-FAMILY

HOMES URBAN, LLC
GREER, SC
PRJCT#CL1043 | 02.06.2020

EXHIBIT
D



- FRONT ELEVATION -

SCALE: NTS

GIBBS SHOAL APARTMENTS
GREER, SOUTH CAROLINA
03-05-2020

SGA
NarmourWright
DESIGN



**ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)**

Date 1/3/2020

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

Tax Map Number(s) #0529030101300, 0529030101303

Property Address(s) 1940 Gibbs Shoal Road

Acreage of Properties 18.53 Ac (Total) County Greenville

Applicant Information

Name Cmt Investors, LLC
Address 1940 Gibbs Shoal Rd
Greer, SC 29650
Contact Number 404-444-1183
Email bstreet@lazyfarm.com


Property Owner Information

(If multiple owners, see back of sheet)
Name Cmt Investors, LLC
Address 1940 Gibbs Shoal Rd
Greer, SC 29650
Contact Number 404-444-1183
Email bstreet@lazyfarm.com

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 I-1 to RM-1.

Existing Use: Single Family / Agricultural Proposed Use: Multi Family Residential

Signature(s) 

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

OFFICE USE ONLY

Date Filed

Case No.

Meeting Date

See Reverse

ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, FEBRUARY 17, 2020

DOCKET: RZ 2020-05

APPLICANT: Trey Little, PE, Seamon Whiteside

PROPERTY LOCATION: Gibbs Shoal Road

TAX MAP NUMBER: 0529030101303

EXISTING ZONING: I-1, Industrial District

REQUEST: Rezone to DRD, Design Review District

SIZE: 18.53 acres

COMPREHENSIVE PLAN: Employment Center

ANALYSIS: RZ 2020-05

RZ 2020-05 is a rezoning request for one parcel located on Gibbs Shoal Rd near the intersection with W Phillips Rd. The request is to rezone the parcel from I-1, Industrial District to DRD, Design Review District for a multi-family apartment complex.

The proposed statement of intent for this development is requesting up to 252 units with a mix of one to three bedroom units, which equates to a maximum density of 13.6 dwelling units per acre. Due to existing topography on-site, split-level buildings will be utilized with a maximum height of 45'. The exterior building materials may consist of fiber cement or an equal composite siding, with a fiber cement trim, stone or brick accents and architectural asphalt shingles with some standing seam roofing accents.

Proposed setbacks and yards are as follows:

- 25' Building Setback (applies to Primary and Accessory Buildings)
- 30' Front yard along Gibbs Shoals Road
- 15' Side yard along all other property boundaries

There will be two access points into the development, both from Gibbs Shoals Rd. The developer will provide a traffic impact analysis, which will identify appropriate improvements to mitigate additional traffic loads created by the proposed development.

Surrounding land uses and zoning include:

North: I-1, Industrial District – Single-family residential use
East: R-S, Residential Suburban, Greenville County – Single-family residential use
South: S-1, Services District (Environs) - Vacant
West: I-1, Industrial District, Greenville County - Our Lady of La Vang Catholic Church

The land use map in the Comprehensive Plan defines the area as an Employment Center. These centers serve as locations for employment in the community. The types of employment centers can range from retail uses to manufacturing uses. The intent of these centers is to provide employment opportunities for city residents as well as for people who may commute to these locations for work. Employment centers can also range in scale from single use buildings to large mixed use buildings to multiple- building complexes possibly containing office, commercial, service, warehousing and industrial uses. In addition to providing employment and shopping opportunities, employment centers can also include living possibilities as well. Supportive uses such as recreational, educational, and other public uses can be found in employment centers as well. Therefore most of the city's zoning district allowed land uses are permitted. Design standards may come into play when typical incompatible land uses are in close

proximity to one another. The land use balance is about 10% residential and 90% non-residential.

When considering the requested DRD zoning, staff should determine the following:

- A. That the spirit of the zoning district shall not be violated.
- B. That the proposed development will harmonize with existing developments.
- C. That the proposed development will be a desirable addition to the physical pattern of the neighborhood.
- D. That the design be such that additional traffic will not be a burden on existing streets.
- E. That no adverse environmental impacts will be created by the proposed development.
- F. That the visual appearance of the development will harmonize with the existing development.
- G. That the architectural character blends with the surrounding area.

After review, staff has determined that the current zoning of I-1, Industrial is incompatible with existing land uses to the north of the proposed development, which is predominantly residential in character. The area to the south/west of this parcel includes service-oriented businesses and apartments along S. Batesville Rd and The Parkway within Greenville County.

The Future Land Use map defines this parcel as the start of an Employment Center. Since the majority of the properties to the north are identified as Residential Land Use 2, staff concludes that this project could serve as a transition between existing and likely future additional residential uses, and service and/or industrial uses. Therefore, this is a compatible land use with the Comprehensive Plan.

In accordance with the guidelines set forth in these plans and after a detailed study of the area, Staff can support the proposed rezoning request. All comments from other agencies and departments in the City of Greer must also be met and a Final Development Plan must be approved before a grading permit can be issued.

STAFF RECOMMENDATION: Approval

ACTION – Mr. Wright made a motion to approved RZ 2020-05. Mr. Holland seconded the motion. The motion carried with a vote of 4 to 1. Ms. Jones seconded the motion. The motion passed.

Category Number: XII.
Item Number: C.



AGENDA
GREER CITY COUNCIL
3/10/2020

First Reading of Ordinance Number 8-2020

Summary:

AUTHORIZING THE RELOCATION OF CERTAIN ALLEYS AND A QUITCLAIM DEED FOR PORTIONS OF THE SAID ALLEYS; AND OTHER RELATED MATTERS. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 8-2020	3/4/2020	Ordinance

ORDINANCE 8-2020

AUTHORIZING THE RELOCATION OF CERTAIN ALLEYS AND A QUITCLAIM DEED FOR PORTIONS OF THE SAID ALLEYS; AND OTHER RELATED MATTERS.

WHEREAS, the City Council (“City Council”) for the City of Greer, South Carolina, (“City”) enacted Ordinance 38-2017 and entered into the “Development Agreement for Sycamore Greer, LLC Downtown Development,” dated October 10, 2017 (“Development Agreement”), by and between the City and Sycamore Greer, LLC (“Developer”);

WHEREAS, according to the Development Agreement, Developer is to redevelop various parcels in the area in the City described in the Development Agreement as the “Development” for a privately-owned hotel and privately-owned commercial/retail facilities, and the City is to redevelop various parcels in the Development for a publicly-owned parking facility and publicly-owned pedestrian walkways;

WHEREAS, by deed, dated January 5, 1954, and recorded on November 22, 1954, in the Greenville County Register of Deeds Office in Deed Book 512 at Page 497, D. & D. Motors, Incorporated conveyed to the City property for public use as only alleys (collectively, “Alleys”);

WHEREAS, the Alleys are located in the Development and shown on the Recombination Survey recorded in Plat Book 1360 at Page 10 (“Recombination Survey”) in two places as “15’ ALLEY”;

WHEREAS, by various grants, various properties located on East Poinsett Street were granted a private access easement (“Private Access Easement”) to connect to the southern terminus of the Alleys to access Jason Street;

WHEREAS, according to the Development Agreement, the City and the Developer have designed the parking facility on Lot 3 of the Recombination Survey and the hotel on Lot 1 of the Recombination Survey and, based on those designs, portions of the Alleys will need to be relocated and other portions of the Alleys will need to be closed;

WHEREAS, the Developer holds title to all of the lots shown on the Recombination Survey, but as part of the Development (and according to the Development Agreement), the Developer will convey Lot 3 to the City for the parking facility, pedestrian walkways, and the relocation of the portions of the Alleys located on Lot 3; and

WHEREAS, City Council has determined that (i) the Development will create capital investment and full-time employment in the City, (ii) the Development will provide public parking for the City’s downtown along with other additional public benefits, and (iii) the relocation and closure of portions of the Alleys are necessary for the Development and the improvement of the City.

NOW, THEREFORE, CITY COUNCIL ORDAINS:

Section 1. The portions of the Alleys located on Lot 3 of the Recombination Survey are relocated to a new access point on Jason Street at the eastern corner of Lot 3 to run along the eastern and southern boundaries of Lot 3 between the referenced boundaries and the eastern and southern portions of the to-be-constructed parking facility, a location which will finally be determined upon completion of the construction of the parking facility and to connect to the Private Access Easement.

Section 2. The portions of the Alleys located on Lot 3 of the Recombination Survey are closed and the City relinquishes any and all rights to those portions of the Alleys to the Developer, the titleholder of the property adjoining those portions of the Alleys, and successor-in-interest to the original grantor of the Alleys.

Section 3. The Mayor and the City Administrator are, each acting alone or in concert, authorized to take whatever actions and execute and deliver whatever documents as either of them deems appropriate to affect this Ordinance's intent, specifically to relinquish any claim to the portions of the Alleys located on Lot 1 of the Recombination Survey, including the execution and delivery of a quitclaim deed, the substantially final form of which is attached as Exhibit A, with any minor changes as are not materially adverse to the City and as the appropriate City official determines as are not inconsistent with the matters contained in this Ordinance, with that City officials' executing the quitclaim deed constituting conclusive evidence of the City's approval of any changes to the quitclaim deed from the form attached as Exhibit A.

Section 4. The City repeals each ordinance, resolution, and any part of the same, in conflict with this Ordinance, but only to the extent of that conflict.

Section 5. This Ordinance is effective after second reading of the City Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

**[SEAL]
ATTEST:**

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: March 10, 2020
Second Reading / Final Approval: March 24, 2020

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
Kozlarek Law LLC

EXHIBIT A
SUBSTANTIALLY FINAL FORM OF QUITCLAIM DEED

Grantee's Mailing Address: 407 N. Main Street
Greenville, SC 29601

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF GREENVILLE)	QUITCLAIM DEED

WHEREAS, by that certain deed, dated January 5, 1954 and recorded on November 22, 1954 in the Greenville County Register of Deeds Office in Deed Book 512 at Page 497, D. & D. Motors, Incorporated conveyed to the City of Greer certain property for public use as alleys only (the "Alleys"); and

WHEREAS, the Alleys are shown on that certain Recombination Survey recorded in Plat Book 1360 at Page 10 ("Recombination Survey") in two places as "15' ALLEY"; and

WHEREAS, the City of Greer has determined that the closure of the portions of the Alleys located within Lot 1 shown on the Recombination Survey are necessary for the improvement of the City of Greer.

KNOW ALL MEN BY THESE PRESENTS, that the **City of Greer**, in consideration of Ten and No/100ths (\$10.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, quitclaimed, and released, and by these presents does grant, bargain, sell, quitclaim and release unto **Sycamore Greer, LLC**, its successors and assigns forever, (i) any and all interests of the City of Greer in those portions of the Alleys located within Lot 1 shown on the Recombination Survey and (ii) all that certain piece, parcel or tract of land being described in Exhibit "A" attached hereto and incorporated herein by reference.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any way incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee herein and grantee's heirs or successors and assigns, forever so that neither the said grantor, nor grantor's assigns, nor grantor's successors nor any other person or persons, claiming under grantor or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the premises before mentioned or appurtenances thereto, or any part or parcel thereof, forever.

IN WITNESS WHEREOF the Grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officer, this _____ day of March, 2020.

SIGNED, sealed and delivered
In the presence of:

City of Greer

Witness

By: _____
Name: _____
Title: _____

Witness

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)
) **ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Rick Danner, the Mayor of the City of Greer, a body corporate and politic in the State of South Carolina, on behalf of the City of Greer.

Notary Public for South Carolina
My commission expires:_____

EXHIBIT "A"

ALL that certain piece, parcel or tract of land, lying, being and situate in the City of Greer, County of Greenville, State of South Carolina on North Main Street and being shown as Lot 1 (0.71 acres/31.010 square feet) on that certain survey entitled "Recombination Survey for Sycamore Greer, LLC" prepared by W. R. Williams, Jr. Engr./Surveyor, Inc. on November 26, 2019 and recorded in the Register of Deeds Office for Greenville County in Plat Book 1360 at Page 10 and having the following metes and bounds, to wit:

Beginning at a point at the intersection of the eastern right-of-way of SC Hwy #14 (North Main Street) and the southern right-of-way of Jason Street; thence along the southern right-of-way line of Jason Street S 57-15-27 E for 185.56 feet to an iron pin; thence leaving said right-of-way along the following courses and distances: S 32-01-15 W for 63.64 feet to an iron pin; thence N 58-22-41 W for 19.16 feet to an iron pin; thence S 74-07-18 W for 24.91 feet to an iron pin; thence N 57-33-33 W for 15.12 feet to an iron pin; thence S 32-26-27 W for 100.68 feet to an iron pin; thence N 57-33-33 W for 3.16 feet to an iron pin; thence S 31-49-07 W for 12.88 feet to an iron pin; thence N 57-47-33 W for 10.30 feet to an iron pin; thence N 53-06-44 W for 136.80 feet to an iron pin on the eastern right-of-way of SC Hwy #14 (North Main Street); thence along the eastern right-of-way of SC Hwy #14 (North Main Street) the following courses and distances: N 36-58-32 E for 10.40 feet to a point; thence N 36-58-33 E for 25.77 feet to a point; thence N 36-52-34 E for 150.88 feet to a point being the Point of Beginning. Said tract contains 0.71 acres (31,010 sq. ft.), more or less.



AGENDA
GREER CITY COUNCIL
3/10/2020

Benson Development Agreement

Summary:

Approval requested. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▣ Benson Development Agreement	3/4/2020	Backup Material

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), effective February 25, 2020, is by and among (a) 313 Memorial Drive, LLC, a South Carolina Limited Liability Company, (b) Benson Chrysler Plymouth, Inc, a South Carolina Corporation, each by and through James H. Benson, Jr., their authorized agent (collectively, "Benson"), and (c) the City of Greer, South Carolina ("City"), a South Carolina body corporate and politic.

WITNESSETH

WHEREAS, Benson is the owner of real property at 415 W. Wade Hampton Boulevard, in the City of Greer ("Property");

WHEREAS, Benson has relocated to the Property and expanded Benson's existing Chrysler-Dodge-Jeep-Ram motor vehicle dealership facility ("Dealership") in the City by investing more than \$10 million in construction of a new dealership, retaining 90 employees, hiring an additional 15 employees, and made certain public infrastructure improvements at Benson's own expense on the Property related to Dealership;

WHEREAS, the City has agreed (i) to provide a financial incentive to encourage Benson to construct Dealership in the City creating economic benefits including jobs for the residents of the City, (ii) to expand the tax base of the City by annexing the Property; and

WHEREAS, the parties have reached an agreement concerning the incentive to be provided to Benson by the City in return for annexation of the Property into the City of Greer.

NOW THEREFORE, in consideration of the consents, mutual covenants and agreements set forth below, Benson and the City agree:

1. Financial Inducement. To induce Benson to relocate, expand, and provide for public infrastructure related to its Dealership in the City, and subject to the conditions below, the City agrees to reimburse Benson the actual costs of public improvements on the Property, in an amount not to exceed \$100,000. Reimbursements shall be made in annual installments which shall equal the amount of each year's (or portion thereof in the case of the last installment) City business license tax paid by Benson related to Property. One hundred percent of such reimbursement payment shall be made to 313 Memorial Drive, LLC within one month after the payment to the City by Benson of such City business license tax. No reimbursement shall be made by the City for any real property or personal property taxes payable to any governmental entity, including the City. The City's commitment to provide this incentive is limited to the actual costs to complete the infrastructure described above. Benson shall provide the City with a formal, annual request for reimbursement accompanied by paid invoices to document the actual costs of improvements to be reimbursed. No interest shall be paid by the City on any reimbursement commitments.

2. Designation of Utilities Provider. Benson agrees that the Greer Commission of Public Works ("CPW") will be the sole provider, as applicable, of Electric, Water, Wastewater and Natural Gas utility services to the Property.

3. Cooperation and Good Faith. Each party shall cooperate and deal fairly and in good faith with each other.

4. User Fees Not Included. This Agreement does not involve or address any tap fees, impact fees, or any other service or user fees to be paid by Benson, their respective heirs or assigns, builders, owners, or occupants associated with the Property that are not specifically addressed in this Agreement.

5. Notices. All notices requests, demands or other communications under this Agreement shall be in writing and deemed given (a) by depositing same in the United States mail, certified mail, return receipt requested, with postage prepaid, addressed to the party at the address shown below, (b) when delivered

personally, or (c) the day following the date said in communication is deposited for next morning delivery with a nationally recognized overnight courier service, as follows:

CITY OF GREER

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

(with a copy to, which does not constitute notice)

Kozlarek Law LLC
ATTN: Michael E. Kozlarek, Esq.
Post Office Box 565
Greenville, South Carolina 29602-0565

BENSON

Benson Chrysler Plymouth, Inc.
ATTN: James H. Benson, Jr.
415 West Wade Hampton Blvd.
Greer, South Carolina 29650

(with copy to, which does not constitute notice)

Brian A. Martin, LLC
ATTN: Brian A. Martin
212 Trade Street
Greer, South Carolina 29651
brian@martinlawsc.com

6. Absence of Certain Commercial Practices. Neither Benson nor any officer, member, director, employee or agent of them (nor any person acting on behalf of any of the foregoing), has given or agreed to give any gift or similar benefit, including, without limitation, any contribution, payment or expenditure, of more than normal value to any customer, supplier, the CPW, City or other governmental employee or official or any other person who is or may be in a position to help or hinder the foregoing entities or assist them in connection with any actual or proposed activity described in this Agreement.

7. Attorneys' Fees. Each party is responsible for its own professional fees and expenses incurred in connection with drafting, reviewing, and, except as slated above, enforcing this, and any amendments to this, Agreement.

8. No Joint Venture. Neither this Agreement nor any agreements, instruments, documents or transactions contemplated shall in any respect be interpreted, deemed or construed as making Benson a partner or joint venturer with the City or as creating any similar relationship or entity. No party has the authority to act on behalf of or bind any other party concerning this Agreement.

9. Mediation. The parties agree to mediate any dispute concerning this agreement and will share equally the costs for the mediation except that each will pay its own attorney.

10. No Third-Party Beneficiaries. This Agreement's terms are solely for the benefit of the parties to this Agreement. It is specifically further intended that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties to this Agreement.

11. Organization and Power. Benson represents and warrants to the City that (i) 313 Memorial Drive, LLC is a limited liability company organized, validly existing, and in good standing under the laws of South

Carolina and Benson Chrysler Plymouth, Inc, is a corporation organized, validly existing, and in good standing under the laws of South Carolina, (ii) it has the power to engage in the transactions contemplated; and (iii) it has the full power, authority and legal right to execute and deliver this Agreement and related documents and to perform and observe the terms and provisions of the same. The City represents and warrants to Benson that it has the right, power and authority to execute and deliver this Agreement and to perform and observe the terms of the same. This Agreement, when executed and delivered by the parties, is a valid and binding obligation of the parties and is enforceable in accordance with its terms, subject to the conditions precedent set forth in this Agreement.

12. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, include all other genders, the singular includes the plural, and the plural includes the singular. Titles of articles and sections in this Agreement are for convenience and neither limit nor amplify this Agreement's terms, and all references in this Agreement to articles, sections, subsections, paragraphs, clauses, subclauses or exhibits refer to the corresponding article, section, subsection, paragraph, clause, subclause of, or exhibit attached to, this Agreement unless specific reference is made to the articles, sections or other subdivisions of an exhibit to another document or instrument.

13. Indemnification. Benson shall indemnify, defend and hold the City and its elected or appointed officials, employees and agents harmless with respect to any and all suits, claims, liabilities of every kind, nature and description arising out of this Agreement except as may arise out of (i) the willful misconduct of the City, or its elected or appointed officials, employees, agents or contractors; (ii) acts performed by the City which are outside of the authority of the City under this Agreement; or (iii) the failure of the City fully to perform its obligations under this Agreement. This indemnity includes all costs and expenses incurred by the indemnitee arising from any suit, claim or liability, including all reasonable attorneys' fees.

14. Miscellaneous.

A. In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws, regulations, moratoriums, or orders, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an engineer, war or other reason beyond such party's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the reasonable control of such party.

B. This Agreement, and all of its exhibits and incorporated documents, constitutes the entire integrated agreement among the parties relating to the work and items described herein, and supersede all prior negotiations, representations, understandings and agreements, either written or oral.

C. The City and Benson acknowledge that they and their counsel have reviewed and had the opportunity to revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments.

D. Failure of any party to exercise any right given under this Agreement or to insist on strict compliance with regard to any term, does not constitute a waiver by a party of its right to exercise that right or to demand strict compliance with any term of this Agreement.

E. This Agreement is governed by and construed and enforced in accordance with the laws of the State of South Carolina.

F. The unenforceability of a particular provision of this Agreement does not affect the other provisions, and this Agreement is enforceable in all respects as if any unenforceable provision were omitted.

G. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays and any state or national holidays. If the date or last date to perform any act or to give any notice is a Saturday, Sunday, or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not Saturday, Sunday, or state or national holiday.

H. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Executed counterparts of this Agreement transmitted by facsimile shall be deemed to constitute an original for all purposes.

I. This Agreement cannot be amended, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties to this Agreement.

J. The commitments made by the City in this Agreement are commitments to Benson only and are nontransferable.

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

[CITY SIGNATURE PAGE: DEVELOPMENT AGREEMENT]

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

[COMPANY SIGNATURE PAGE: DEVELOPMENT AGREEMENT]

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

313 MEMORIAL DRIVE, LLC

By: _____

Its: Authorized Member

BENSON CHRYSLER PLYMOUTH, INC.

By: _____

Its: President



AGENDA
GREER CITY COUNCIL
3/10/2020

Seeking Approval of Grant Application Recommendations

Summary:

The Greer Accommodations Tax Committee met Tuesday, February 25, 2020, to discuss the applications received for grants from the State Accommodations Taxes received for fiscal year June 30, 2019. The committee respectfully submits the attached recommendations for Council's consideration and approval.
(Action Required)

Presented by David Seifert, Chief Financial Officer

ATTACHMENTS:

Description	Upload Date	Type
▣ 03-10-2020 Recommendation Summary	3/5/2020	Cover Memo
▣ 03-10-2020 Minutes of Accommodations Tax Advisory Committee	3/5/2020	Cover Memo

City of Greer
Disbursement of State Accommodations Taxes
Allocation Distribution Recommendations
March 10, 2020

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, 2019. If the recommendations are approved, there will be remaining funds of \$0.39 available for allocation and distribution to future qualified events and projects.

			<u>Funding Available</u>
			\$24,329.39
<u>Applications Received</u>	<u>Project</u>	<u>Amount</u>	<u>Recommendation</u>
Footprints to the Future	2 Day Seminar	\$10,000.00	Denial
Greer Cultural Arts Council	Art Gallery Lighting	\$3,750.00	Denial
Greer Chamber of Commerce	Visitor Information Center	\$14,000.00	Denial
South Carolina Charities Inc.	BMW Charity Pro-Am, Advertising	\$15,000.00	\$15,000.00
Greer Farmers Market	Advertising	\$20,000.00	\$5,000.00
Foothills Philharmonic	Advertising	\$ 4,500.00	\$1,443.00
Greer Chamber of Commerce	Greer Family Fest 5K Fun Run	\$10,000.00	\$ 1,443.00
The Edge Skate School	Learn to Figure Skate	\$10,550.00	\$1,443.00
			<u>Remaining Funds Available</u>
			\$0.39

Accommodations Tax Advisory Committee

February 25, 2020

Minutes of Business Meeting

Conference Room 200, Greer City Hall

I. CALL TO ORDER – 2:00 PM

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

Bill Tyler called the meeting to order and the floor was opened for nominations of committee Chair and Vice-chair.

Reno Deaton made a motion, seconded by Scott Stevens, to appoint Barbara Bohley as Chair. Motion carried unanimously.

Reno Deaton made a motion, seconded by Barbara Bohley, to appoint Scott Stevens as Vice-Chair. Motion carried unanimously.

II. OLD BUSINESS

Catrina Woodruff and David Seifert reported on the status of the grants funded for Fiscal Year 2018.

III. NEW BUSINESS

Catrina Woodruff reported on the State Accommodations tax funds received and available to grant for Fiscal Year 2019. The committee reviewed the eight applications received and made the following recommendations to present to City of Greer Council:

1. South Carolina Charities Inc. - BMW Charity Pro-Am presented by SYNEX

Organization requested \$15,000. Reno Deaton made a motion, seconded by Bill Tyler, to approve the application as presented. Motion carried, 3 to 1.

Yes – Bill Tyler, Barbara Bohley, and Reno Deaton

No – Scott Stevens

2. Greer Farmers Market 2020 Season

Organization requested \$20,000. Reno Deaton made a motion, seconded by Bill Tyler, to approve \$5,000.

Motion carried unanimously.

3. Foothills Philharmonic 2020-21 Season

Organization requested \$4,500. Scott Stevens made a motion, seconded by Bill Tyler, to approve \$1,443.00.

Motion carried unanimously.

4. Greater Greer Chamber of Commerce - Greer Family Fest 5K Fun Run

Organization requested \$10,000. Scott Stevens made a motion, seconded by Bill Tyler, to approve \$1,443.00.

Motion unanimously approved.

5. The Edge Skate School: Learn to Figure Skate

Organization requested \$10,550. Scott Stevens made a motion, seconded by Bill Tyler, to approve \$1,443.00.

Motion unanimously approved.

6. Footprints to the Future - 2 Day Seminar

Organization requested \$10,000. No action was taken on this application.

7. Greater Greer Chamber of Commerce – Visitor Information Center

Organization requested \$14,000. No action was taken on this application.

8. Greer Cultural Arts – Art Gallery Lighting

Organization requested \$3,750. No action was taken on this application.

IV.ADJOURNMENT – 3:00 PM

Bill Tyler made a motion, seconded by Scott Stevens, to adjourn. Motion was unanimously approved.