AGENDA
GREER CITY COUNCIL

March 24, 2020

MEETING LOCATION: Remote Access Meeting

Join Zoom Meeting: https://zoom.us/j/3337188295 Or call +1 929 205 6099. Meeting ID: 333 718 8295

6:30 PM

COUNCIL REGULAR MEETING

I. CALL TO ORDER OF REGULAR MEETING

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

A. Councilmember Wayne Griffin

IV. FIRST ORDER OF BUSINESS

A. First and Final Reading of Ordinance Number 9-2020

AN EMERGENCY ORDINANCE TO TEMPORARILY SUSPEND THE NORMAL OPERATING PROCEDURES OF THE CITY OF GREER COUNCIL MEETINGS AND TO AUTHORIZE THE GREER CITY ADMINISTRATOR AND MAYOR TO TAKE ACTIONS TO ENSURE CONTINUITY IN THE DELIVERY OF GOVERNMENT SERVICES AND TO PROVIDE FOR THE HEALTH AND SAFETY OF THE CITIZENS OF GREER IN LIGHT OF THE COVID-19 OUTBREAK; AND MATTERS RELATED THERETO. (Action Required)

V. PUBLIC FORUM

VI. MINUTES OF COUNCIL MEETING

A. March 10, 2020

(Action Required)

VII. DEPARTMENTAL REPORTS

A. Building and Development Standards Activity Report - February 2020

B. Financial Activity Report - February 2020

Link to Detail Financial Reports

C. Fire Department Activity Report - February 2020

D. Municipal Court Activity Report - February 2020

E. Parks and Recreation Activity Report - February 2020

F. Police Department Activity Report - February 2020

G. Public Services Activity Report - February 2020

H. Website Activity Report - February 2020

VIIIADMINISTRATOR'S REPORT

A. Ed Driggers, City Administrator

IX. APPOINTMENTS TO BOARDS AND COMMISSIONS

A. Board of Architectural Review

Marney Hannon has resigned 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)

X. OLD BUSINESS

A. Second and Final 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)

B. Second and Final 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)

XI. NEW BUSINESS

A. First and Final Reading of Resolution Number 6-2020

CONSIDERATION OF A PROPOSED ROAD CLOSURE (Action Required)
Presented by Ed Driggers, City Administrator

B. First and Final Reading of Resolution Number 7-2020

ALLOCATION OF GREENVILLE COUNTY CDBG AND HOME FUNDS FOR PROGRAM YEAR 2020 (Action Required)
Presented by Mike Sell, Deputy City Administrator

C. First and Final Reading of Resolution Number 8-2019

A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF LEASE AGREEMENTS (Action Required)
Presented by Ed Driggers, City Administrator

XII. EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

XIII ADJOURNMENT

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

Category Number: III.
Item Number: A.

AGENDA
GREER CITY COUNCIL
3/24/2020

Councilmember Wayne Griffin

ATTACHMENTS:

Description	Upload Date	Type
Invocation Schedule	3/9/2020	Backup Material

Greer
City of Greer, SC

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: IV.
Item Number: A.

AGENDA
GREER CITY COUNCIL
3/24/2020

First and Final Reading of Ordinance Number 9-2020

Summary:

AN EMERGENCY ORDINANCE TO TEMPORARILY SUSPEND THE NORMAL OPERATING PROCEDURES OF THE CITY OF GREER COUNCIL MEETINGS AND TO AUTHORIZE THE GREER CITY ADMINISTRATOR AND MAYOR TO TAKE ACTIONS TO ENSURE CONTINUITY IN THE DELIVERY OF GOVERNMENT SERVICES AND TO PROVIDE FOR THE HEALTH AND SAFETY OF THE CITIZENS OF GREER IN LIGHT OF THE COVID-19 OUTBREAK; AND MATTERS RELATED THERETO. (Action Required)

ATTACHMENTS:

	Description	Upload Date	Type
	Ordinance Number 9-2020	3/23/2020	Ordinance

ORDINANCE NUMBER 9-2020

AN EMERGENCY ORDINANCE TO TEMPORARILY SUSPEND THE NORMAL OPERATING PROCEDURES OF THE CITY OF GREER COUNCIL MEETINGS AND TO AUTHORIZE THE GREER CITY ADMINISTRATOR AND MAYOR TO TAKE ACTIONS TO ENSURE CONTINUITY IN THE DELIVERY OF GOVERNMENT SERVICES AND TO PROVIDE FOR THE HEALTH AND SAFETY OF THE CITIZENS OF GREER IN LIGHT OF THE COVID-19 OUTBREAK; AND MATTERS RELATED THERETO.

WHEREAS, it is well recognized that SARS-CoV-2, the virus that causes the disease COVID-19, presents a public health concern that requires extraordinary protective measures and vigilance; and

WHEREAS, these matters have taken many forms across the nation including travel bans, school closures, individual quarantines, and cancellation of major events, among other measures; and

WHEREAS, the City of Greer is working with other government agencies in an effort to prevent the spread of the disease; and

WHEREAS, on March 17, 2020, the Governor of the State of South Carolina, Henry McMaster, imposed a ban of in-restaurant dining and encouraged and recommended curbside and takeout services at restaurants throughout the State of South Carolina due to the Covid-19 outbreak effective March 18, 2020; and,

WHEREAS, Section 5-7-250(d) of the South Carolina Code of Laws and Greer City Ordinance Sec. 2-77 empowers Council to enact emergency ordinances affecting life, health, or safety; and

WHEREAS, in light of the foregoing, Greer City Council deems it proper and necessary to adopt this emergency ordinance in order to: (a) temporarily suspend the normal operating

procedures of Greer City Council; (b) to authorize the Greer City Administrator and Mayor to take actions they deem necessary to ensure continuity in the delivery of government services and to provide for the health and safety of the citizens of Greer; and (c) authorize the Greer City Administrator to revoke special events permits for a temporary period.

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

1. The City of Greer temporarily suspends the normal operating procedures of City Council meetings and hereby allows for the Mayor and Councilmembers to remotely participate in voting and operational procedures by telephone or other means of electronic communication provided that the provisions of the South Carolina Freedom of Information Act are complied with.

2. Action by council may be taken as long as a quorum is present even if some or all of the council members are not physically present, but are participating remotely by telephone or other means of electronic communication.

3. All deadlines imposed by City Ordinance, applicable to the municipality or applicant, shall be suspended, during this temporary period.

4. The City Administrator is authorized to develop and enact a plan in order to ensure continuity in the delivery of government services in light of the COVID-19 outbreak.

5. The City Administrator is authorized to make emergency purchases to prevent interruption of a city project or service consistent with Greer City Ordinance Sec. 2-295.

6. The City Administrator is authorized to cancel and revoke any special events permits issued prior to the date of this ordinance for events taking place until _____, 2020.

7. The Mayor is authorized to establish a mandatory or voluntary curfew, which shall restrict travel and public gatherings from 11:00 p.m. until 6:00 a.m. with the exception of persons traveling to and from work and for medical treatment; for banking operations; police officers; firefighters; active duty military; health care providers; public works and utility workers employed by any public utility; and, any government employee in the performance of their job duties.

8. This emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance, whichever date is earlier.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 2020.

This Ordinance shall be effective from the date of first and final reading.

Introduced: _____

Final Reading: _____

CITY OF GREER, SOUTH CAROLINA

BY: _____
Rick W. Danner, Mayor

ATTEST:

_____
Tammela Duncan, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel R. Hughes, City Attorney

Category Number: VI.
Item Number: A.

AGENDA
GREER CITY COUNCIL
3/24/2020

March 10, 2020

Summary:

(Action Required)

ATTACHMENTS:

	Description	Upload Date	Type
	March 10, 2020 Council Meeting Minutes	3/17/2020	Backup Material

CITY OF GREER, SOUTH CAROLINA

MINUTES of the FORMAL MEETING of GREER CITY COUNCIL
March 10, 2020

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

I. CALL TO ORDER OF THE PUBLIC HEARING Mayor Rick Danner – 6:35 P.M.

The following members of Council were in attendance: Jay Arrowood, Wayne Griffin arrived at 6:51 pm, Mark Hopper, Lee Dumas, Wryley Bettis and Judy Albert.

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

Subject: Imma Nwobodu, Program Manager with Greenville County Redevelopment Authority presented the Greenville County Program Year 2020 Annual Action Plan for the City of Greer. (attachment)

Discussion held.

Mayor Danner opened the Public Hearing for public comment. No one chose to speak.

The Public Hearing adjourned 7:17 P.M.

II. CALL TO ORDER OF THE REGULAR MEETING Mayor Rick Danner – 7:17 P.M.

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

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

III. PLEDGE OF ALLEGIANCE Councilmember Jay Arrowood

IV. INVOCATION Councilmember Jay Arrowood

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V. SPECIAL RECOGNITION

A. 2020 Black History Month Essay Contest Winners

High School:
3rd Place – Haley Bobo, Riverside High School with an essay about Ella Baker.
2nd Place – Parker Sloan, Riverside High School with an essay about Neil DeGrasse Tyson.
1st Place – Katja Gross, Riverside High School with an essay about Alvin Ailey.

Middle School:
2nd Place – Presley Hart with an essay about Jackie Robinson.
1st Place – Mason Scroggs with an essay about Emmett Till.

VI. PUBLIC FORUM

Daryl Rishforth, 306 Medford Drive spoke in opposition to Ordinance Number 7-2020.
Charlie Runion, 1940 Gibb Shoals Road spoke in favor of Ordinance Number 7-2020.
Matt Cardone, 1 Garver Court, shared his concerns regarding Ordinance Number 7-2020.
Alexandra Byrd, 10 Gladstone Way spoke in opposition to Ordinance Number 7-2020.
Mark Yost, 204 Trask Court, spoke in opposition to Ordinance Number 7-2020.

VII. MINUTES OF THE COUNCIL MEETING February 25, 2020

ACTION – Councilmember Wryley Bettis made a motion that the minutes of February 25, 2020 be received as written. Councilmember Judy Albert seconded the motion.

VOTE - Motion carried unanimously.

VIII. PRESENTATIONS

A. Kirsten Pressley highlighted her monthly activity report.

B. Steve Grant, City Engineer presented his Annual Report. (attached)

IX. ADMINISTRATOR'S REPORT

Ed Driggers, City Administrator presented the following:

Employee Notice – yesterday we issued a notice to all employees relative to the protocols that we are following in response to the Coronavirus concerns. Those protocols are established primarily as our need to maintain a safe workplace. Also, as we encourage and adopt practices protecting the health of our employees, customers, visitors and others. There will be continued discussions with Mayor Danner about what our protocols would be if we begin to experience more of a community experience to the Coronavirus

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there are certain authorities that are provided in health emergencies that are delegated to the Mayor of a community. We will continue to have those conversations. It is a situation we don't know what is around the corner and so our best prevention is to be prepared with practices and protocols in place. Some of those would include things like don't report to work sick, we have very dedicated employees and often times people will come to work even though they may should not be here. In consideration of our coworkers and community at large we are requiring those employees that do report to work with flu like symptoms, we are immediately sending them home. Not that we suspect they have the coronavirus it is simply to prevent the spread of flu like symptoms in our workplace. We are taking those types of precautions as well. You will see sanitizers and disinfecting equipment throughout the city, we are providing that in all areas where the public is entering public buildings, all elevator areas, all workstation areas, every employee at the city at their respective workstations have been provided hand sanitizer for their immediate areas. Our employees that have interaction with the general public relative to frontline operations their protocol is that after the exchange of every transaction they are required to sanitize. We exchange a lot of items forms, blueprints, money, and documents, again we are exchanging those constantly through an environment that we may not know what someone else coming into our facility exposures may or may not have been previously. Those are some of the thing we are involved in we certainly want to make sure that if our community is affected in a more widespread area or in a fashion, we want to make sure that we can continue operations of local government services especially those relative to public safety. We are making sure we are doing everything we can to protect not only our employees as they continue to operate but having them here so that they can provide those protections to our community as well. We hope that this exercise is overkill in the end but are absolutely convinced that is the appropriate measures for us to take to be prepared if the situation in our community should worsen. We are getting daily updates from the CDC and DHEC to make sure we are informed about what is going on around us.

ACE Environmental under our contract with ACE Environmental periodically there needs to be an adjustment to the routing schedules. We look at housing starts additional multi-family, single residential whatever is happening in the community it is increasing the number of stops, households that they are providing service to and that doesn't always coincide exactly where the routing currently is. About three years ago we made some adjustments to the routing, where we are right now is our Monday collection is 3512, Tuesday is 5500+, and Wednesday is 1600+. We need to rebalance that a bit so effective April 6th we will have some rerouting that will take us to 4500+ on Mondays, 4300 on Tuesdays and 2200 on Wednesdays. That number will continue to grow as we continue to grow as a municipality. All affected households that may have a change to their collection day will receive a direct communication from ACE Environmental as a door hanger and will be provided with a notice on their garbage container. We will also utilize social media and other means that we have of contacting our public on that process. They are hoping to get that process changed over by April 6th. If we have misses, they will be dispatched to make those collections. This information will be posted on our website.

Statement of Economic Interest Report is due March 30th. The report must be completed online.

CenterG our streetscape project downtown has been impacted by rain; we are not behind schedule but we are no longer ahead of schedule. We are moving along; they are keeping

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crews out there on a regular basis. They have remobilized to be able to keep crews in on Saturdays when necessary.

Municipal Garage – we are expecting to mobilize in April. That is a moving target as well due to rain.

Hotel Project is mobilized and on site. They are in the early stages of installing footers. I will be meeting with the developer tomorrow to make sure we are all on the same page.

X. APPOINTMENT TO BOARDS AND COMMISSIONS

A. Board of Architectural Review

Marney Hannon has resigned effective immediately his term expires 6/30/2020.

No Action was taken.

B. Planning Commission

District 3 Mark Hopper resigned effective 12/31/2019 his term expires 6/30/2021.

No action was taken.

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

Ashley Kaade, Planner stated there was no new information.

ACTION – Councilmember Wayne Griffin made a motion to approve Second and Final Reading of Ordinance Number 5-2020. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

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.

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Ashley Kaade, Planner presented the request. She stated a public hearing will be held by the Planning Commission March 23, 2020.

ACTION – Councilmember Lee Dumas made a motion to approve First Reading of Ordinance Number 6-2020. Councilmember Judy Albert seconded the motion.

Brief discussion held.

VOTE – Motion carried unanimously.

B. <u>First Reading of Ordinance Number 7-2020</u>
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).

Mayor Danner spoke regarding the process and procedure of the City and stated State Law dictates much of what the City does, how it is done and when it is done. He also spoke regarding the 2010 Comprehensive Plan and the 2015 update to the plan. He referred to the Zoning Code as well as the Planning Commissions responsibilities.

Ashley Kaade, Planner presented the request. She stated the Planning Commission held a Public Hearing February 17, 2020 and recommended approval. The owner was present.

Lengthy discussion held.

ACTION – Councilmember Jay Arrowood made a motion to approve First Reading of Ordinance Number 7-2020. Councilmember Wryley Bettis seconded the motion.

VOTE – Motion carried 5-2 with Councilmembers Hopper and Albert voting in opposition.

Councilmember Wayne Griffin left Council Chamber at 9:15 p.m.

C. <u>First Reading of Ordinance Number 8-2020</u>
AUTHORIZING THE RELOCATION OF CERTAIN ALLEYS AND A QUITCLAIM DEED FOR PORTIONS OF THE SAID ALLEYS; AND OTHER RELATED MATTERS.

Ed Driggers, City Administrator presented the request.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 8-2020. Councilmember Judy Albert seconded the motion.

VOTE – Motion carried unanimously.

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D. <u>Benson Development Agreement</u>

Reno Deaton, Executive Director of Greer Development Corporation presented the request.

ACTION – Councilmember Wryley Bettis made a motion to approve the Benson Development Agreement as presented. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

E. <u>Seeking Approval of Grant Application Recommendations (attached)</u>

David Seifert, Chief Financial Officer presented the request.

ACTION – Councilmember Mark Hopper made a motion to approve the Grant Application Recommendations as presented. Councilmember Judy Albert seconded the motion.

Lengthy discussion held.

VOTE – Motion carried 5-2 with Councilmembers Arrowood and Bettis voting in opposition.

XIII. EXECUTIVE SESSION

ACTION – In (9:38 p.m.)

(A) Economic Development Matter – Project Blakely
(B) Economic Development Matter – Project Homecoming
(C) Economic Development Matter – Project Hot Stove

Councilmember Lee Dumas made a motion to enter into Executive Session to discuss two Economic Development matters pertaining to Project Blakely and Project Homecoming (Project Hot Stove was not needed); as allowed by State Statute Section 30-4-70(a)(5). Councilmember Mark Hopper seconded the motion. Motion carried unanimously.

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

ACTION - Out (10:12 p.m.) – Councilmember Wryley Bettis made a motion to come out of Executive Session. Councilmember Lee Dumas seconded the motion. Motion carried unanimously.

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XIV. ADJOURNMENT

10:12 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, March 6, 2020.

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Category Number: VII.
Item Number: A.

AGENDA
GREER CITY COUNCIL
3/24/2020

Building and Development Standards Activity Report - February 2020

ATTACHMENTS:

	Description	Upload Date	Type
	Building and Development Standards Activity Report - February 2020	3/9/2020	Backup Material

Building and Development Standards

MONTHLY REPORT: FEBRUARY 2020

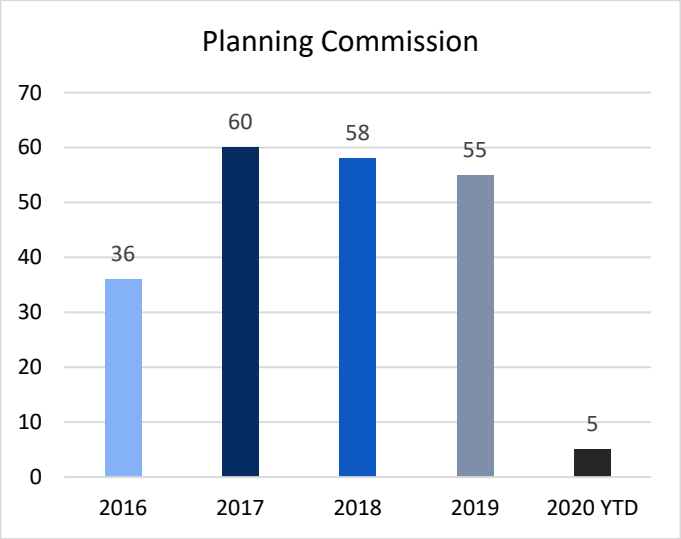
Greer
City of Greer, SC

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

Planning & Zoning

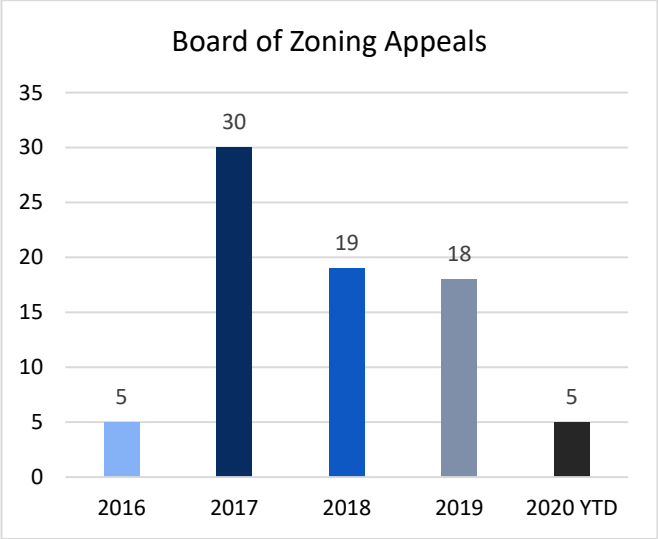
Planning Commission

The Planning Commission reviewed **one** case in February.



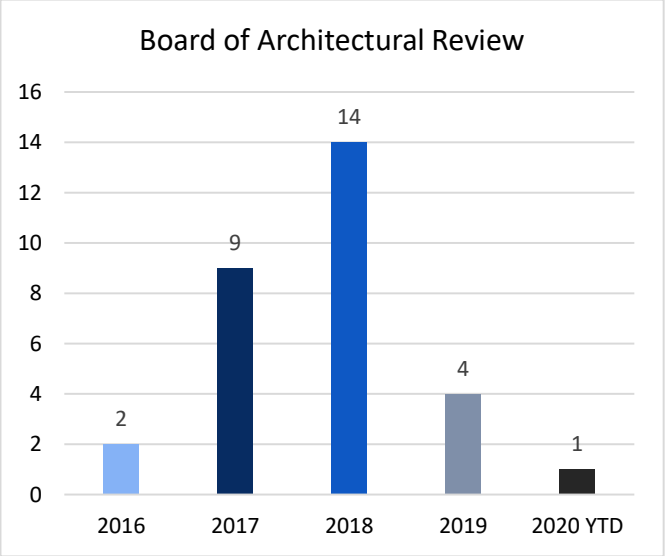
Board of Zoning Appeals

The Board of Zoning Appeals reviewed **three** cases in February.



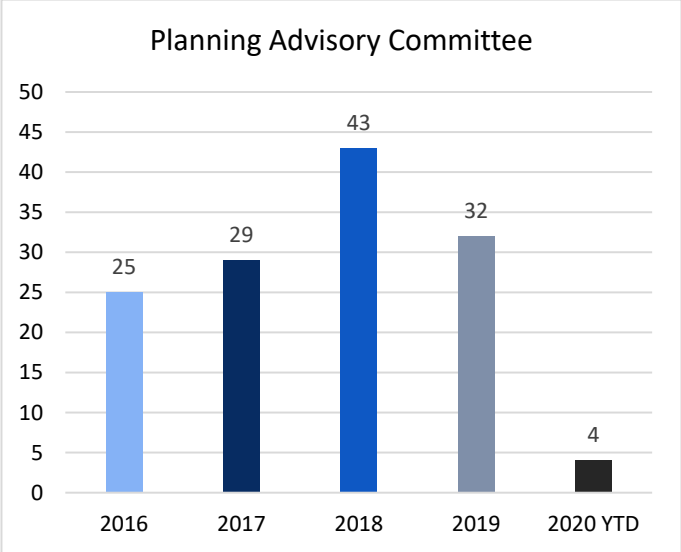
Board of Architectural Review

The Board of Architectural Review reviewed **zero** cases in February.

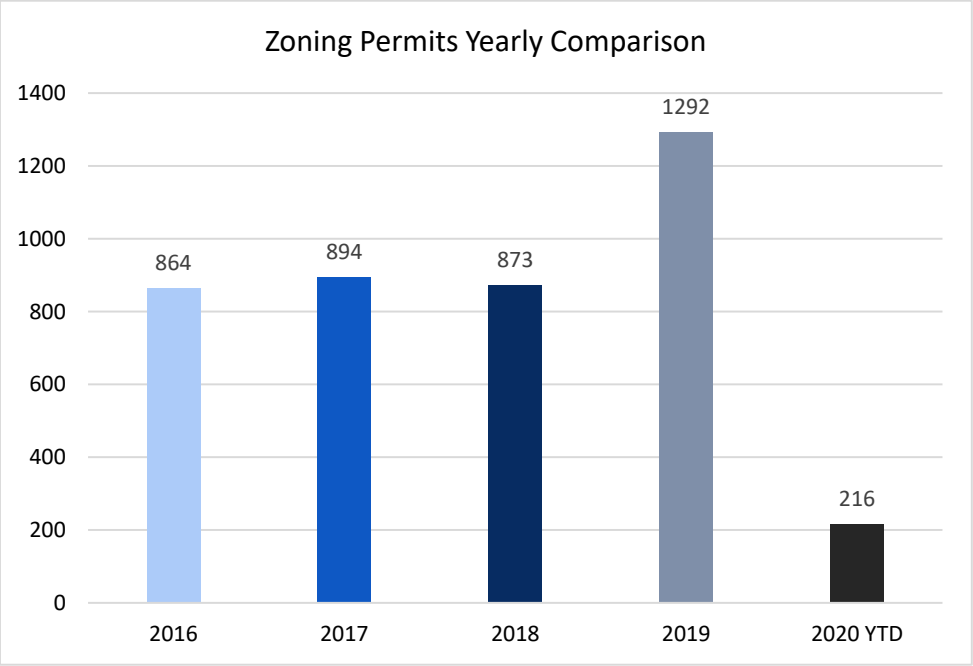


Planning Advisory Committee

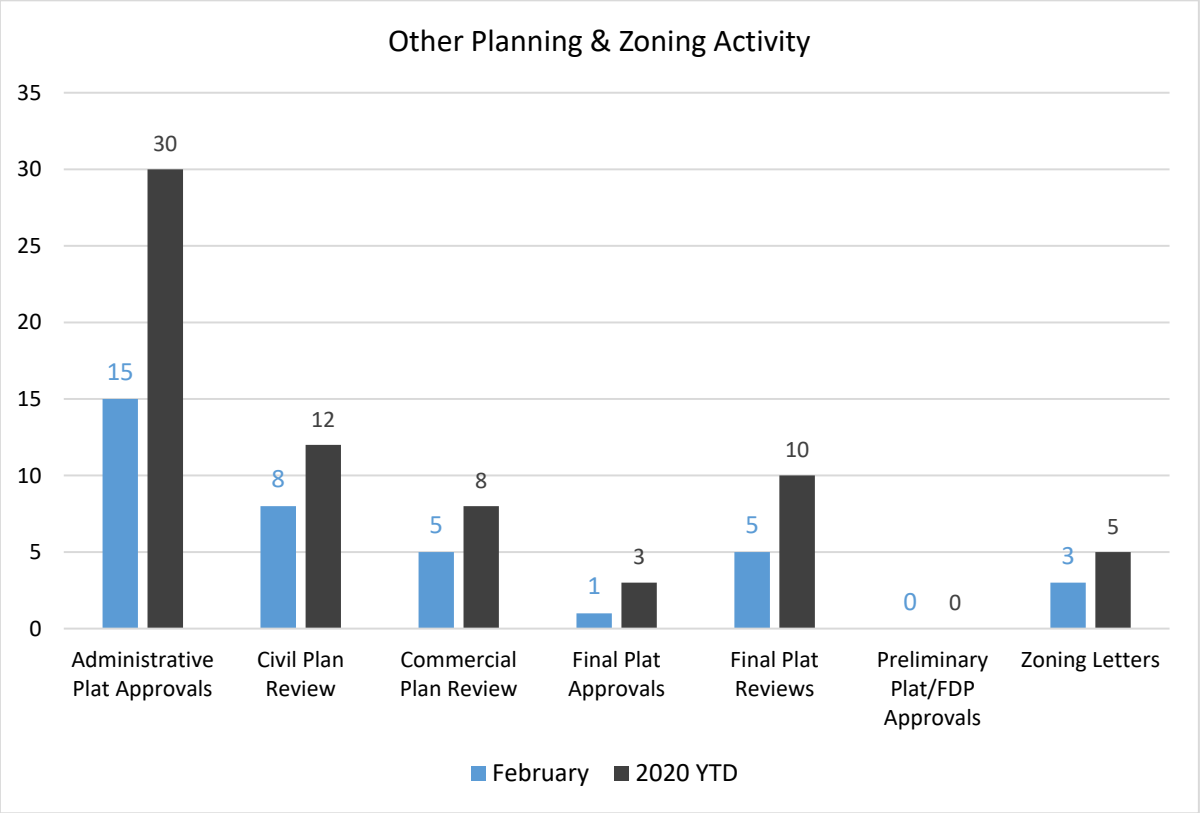
The Planning Advisory Committee reviewed **one** case in February.



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



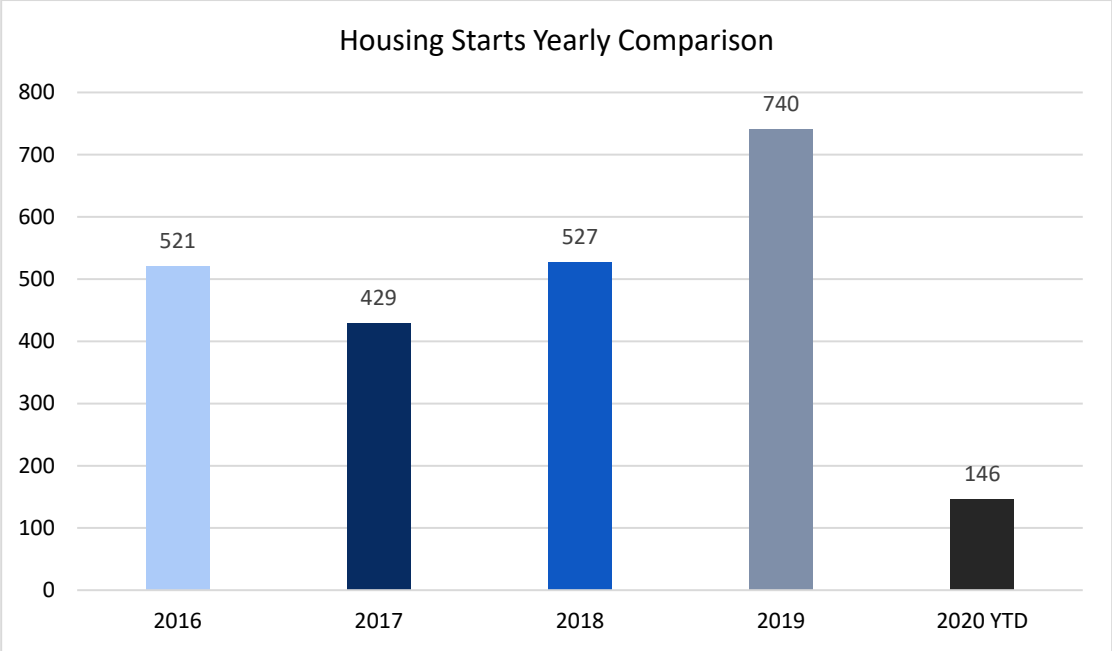
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	97	119	0	0	0	0	0	0	0	0	0	0



Building Inspections & Code Enforcement

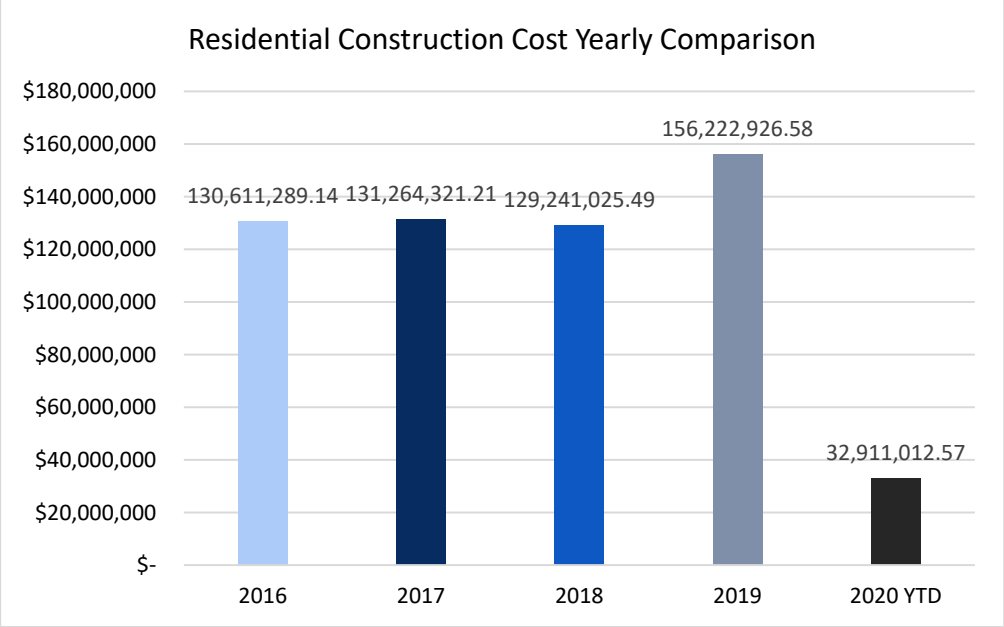
Commercial Plan Review	Address
Life Safety Plan Old Kingz of Wingz	305 S Buncombe Road
Cannon Street	110 A & B Cannon Street
Cannon Street	112 Cannon Street
Walmart	14055 E Wade Hampton Blvd
MacBuilt	202 Ford Street
Rockbridge Townhomes	200,202,204,206 Wrightwood Lane
Chick-fil-A	1379 W Wade Hampton Blvd
Waffle House	2412 S Hwy 14
South Main Townes	400,402,404,406,408 Teresa Gem Lane
Tribe 513	215 Trade Street
Palms @ Brushy Creek	10 Moorlyn Lane
T-Mobile Antena	1511 Highway 101 S

Housing Starts



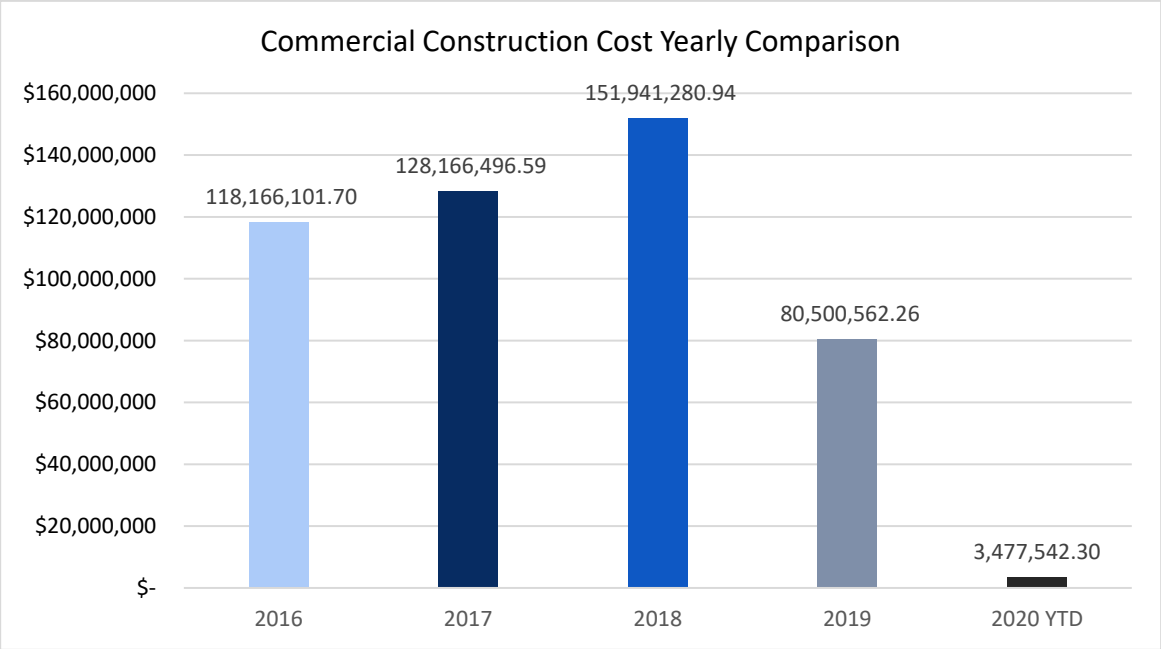
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	66	80	0	0	0	0	0	0	0	0	0	0

Residential Construction Costs



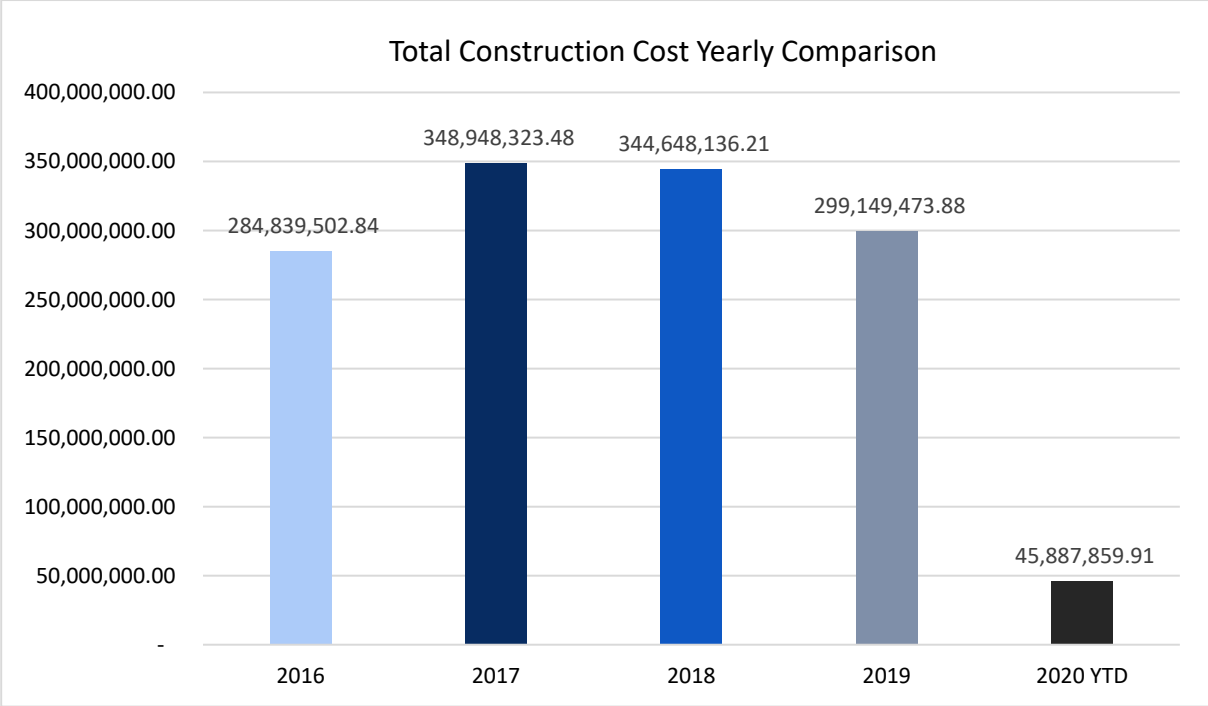
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	14,955,266.04	17,955,746.53	0	0	0	0	0	0	0	0	0	0

Commercial Construction Costs



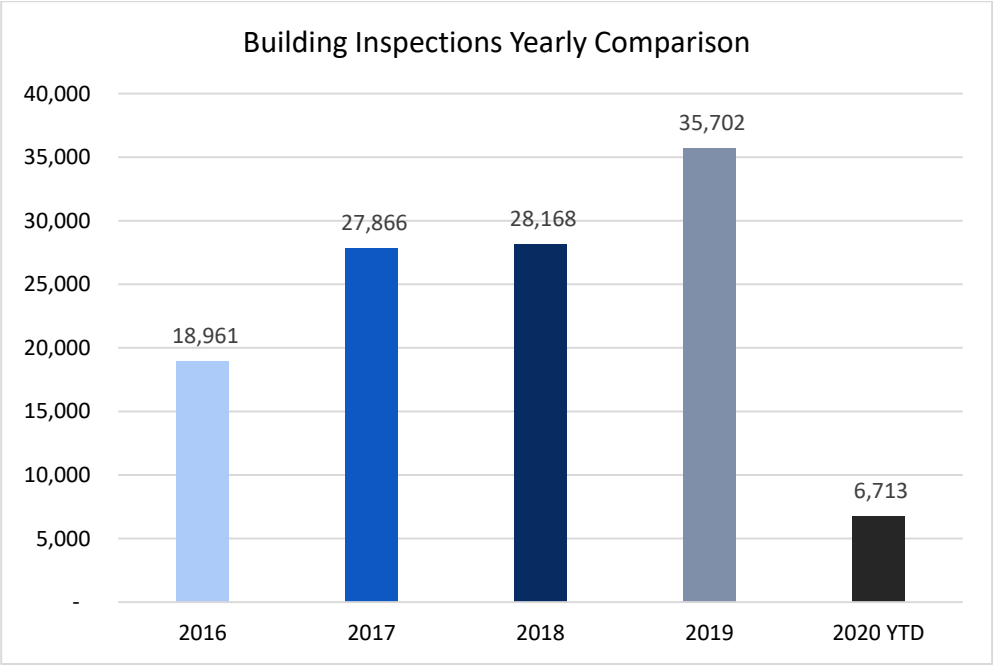
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	3,327,804.00	149,738.30	0	0	0	0	0	0	0	0	0	0

Total Construction Costs



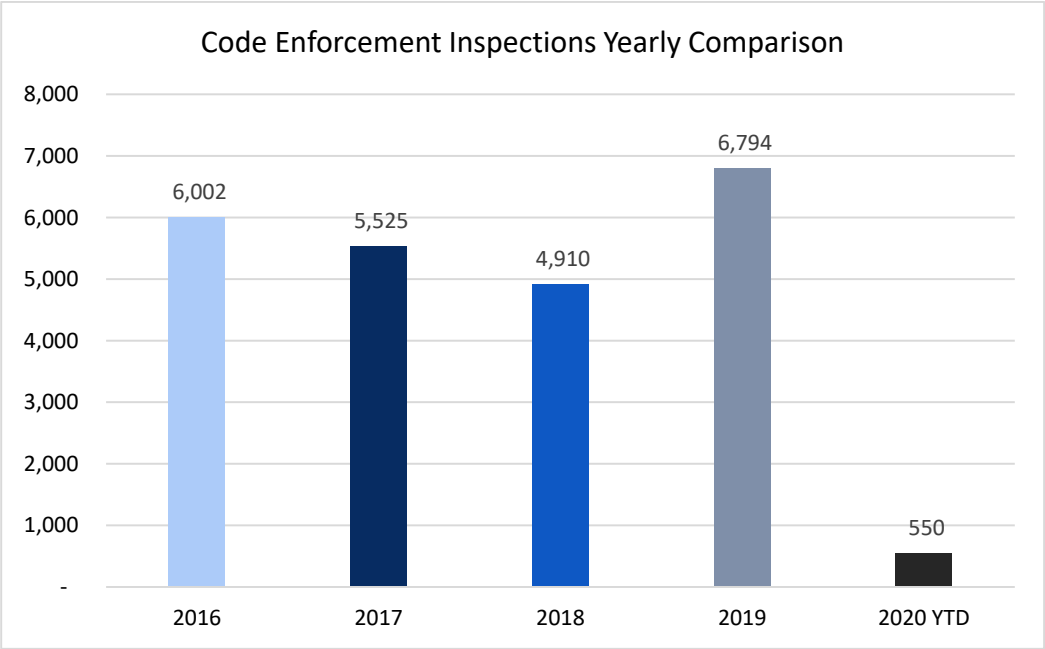
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	24,679,383.71	21,208,476.20	0	0	0	0	0	0	0	0	0	0

Building Inspections



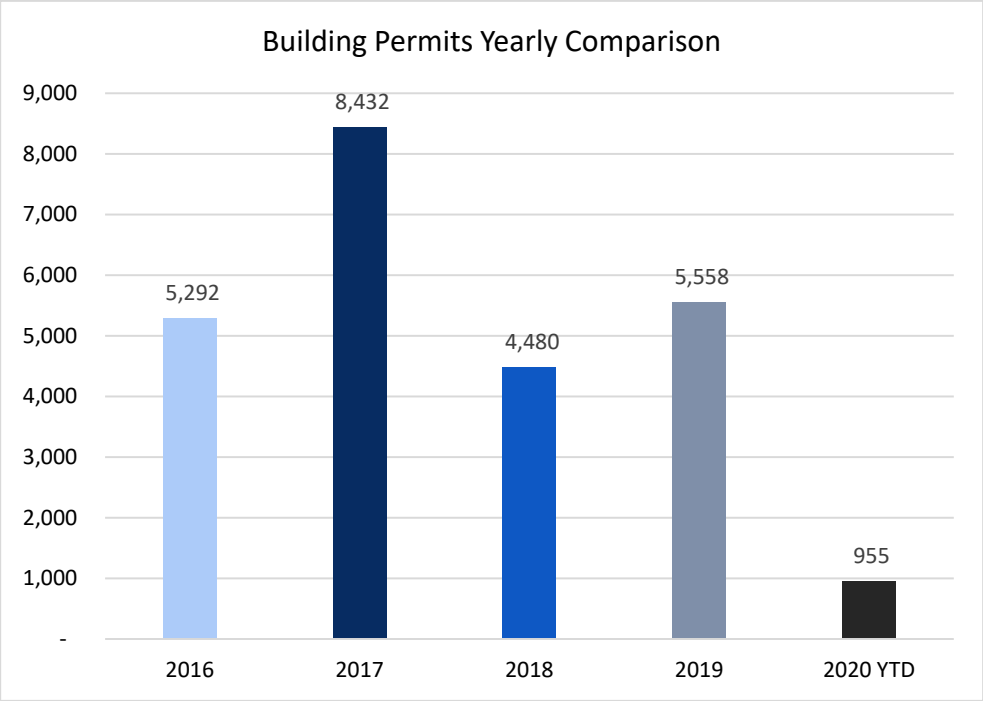
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	3,757	2,956	0	0	0	0	0	0	0	0	0	0

Code Enforcement Inspections



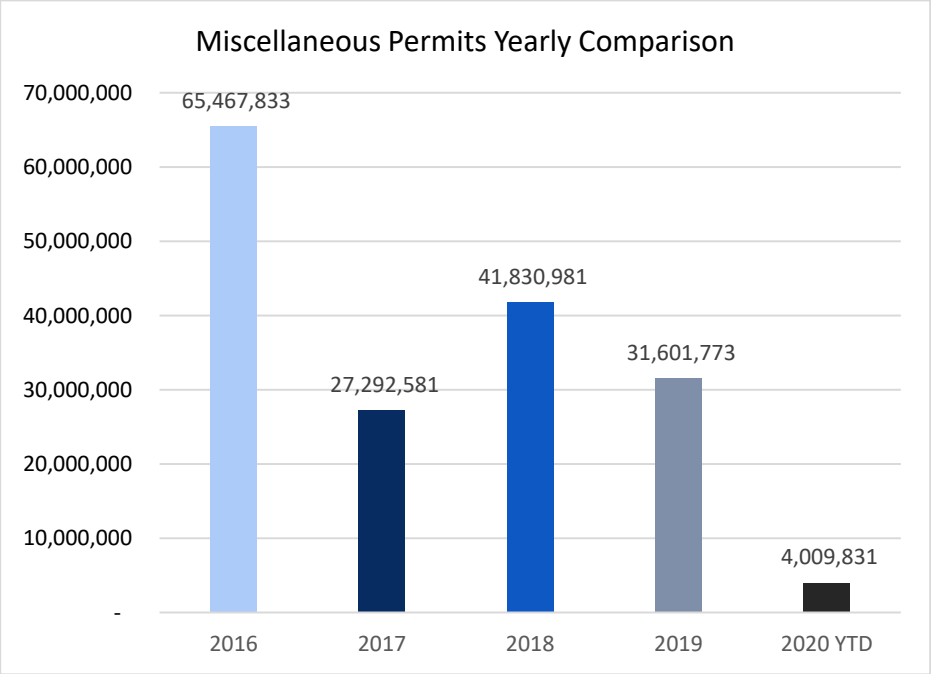
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	304	246	0	0	0	0	0	0	0	0	0	0

Building Permits



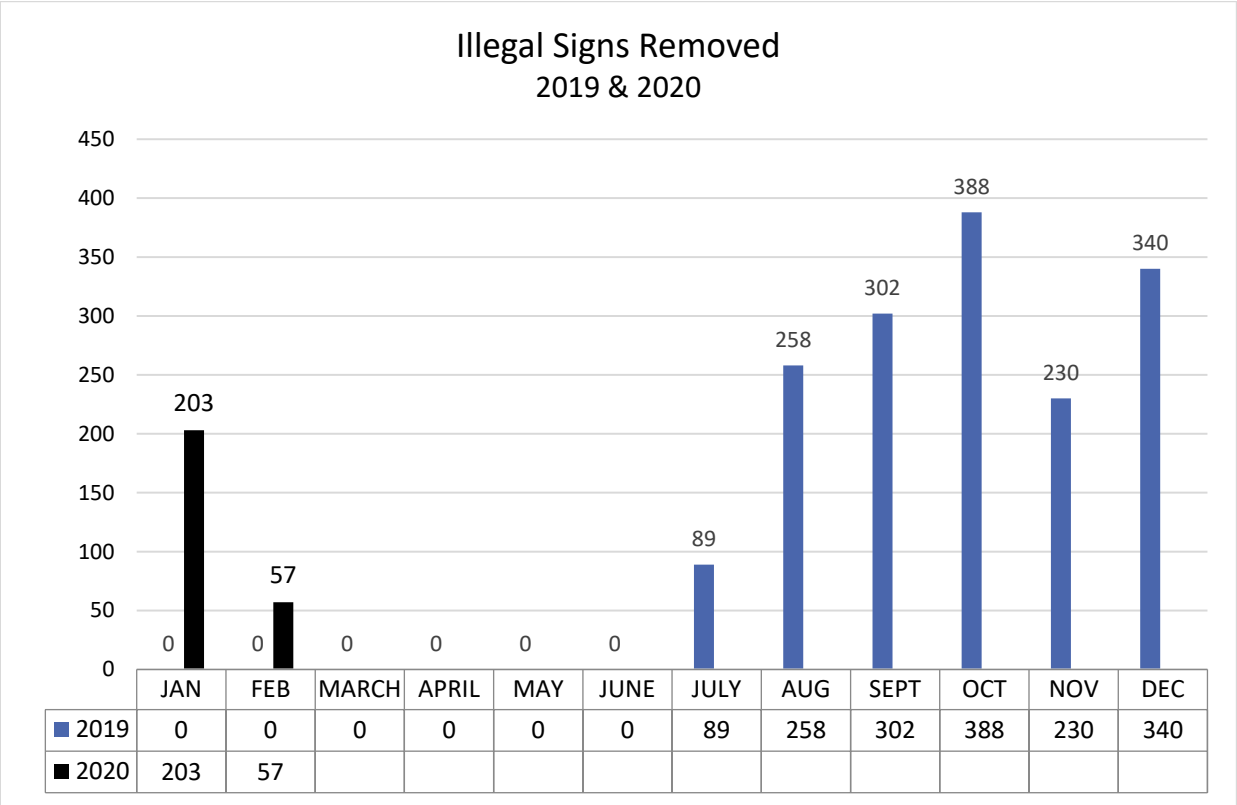
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	436	519	0	0	0	0	0	0	0	0	0	0

Miscellaneous Permits



	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 YTD	3,181,381.91	828,449.00	0	0	0	0	0	0	0	0	0	0

Illegal Signs



	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2019	0	0	0	0	0	0	89	258	302	388	230	340
2020	203	57										

Category Number: VII.
Item Number: B.

AGENDA
GREER CITY COUNCIL
3/24/2020

Financial Activity Report - February 2020

Summary:

Link to Detail Financial Reports

ATTACHMENTS:

	Description	Upload Date	Type
	February 2020 Summary Financial Report	3/19/2020	Backup Material

Greer

City of Greer, SC

February 2020 Summary Financial Report

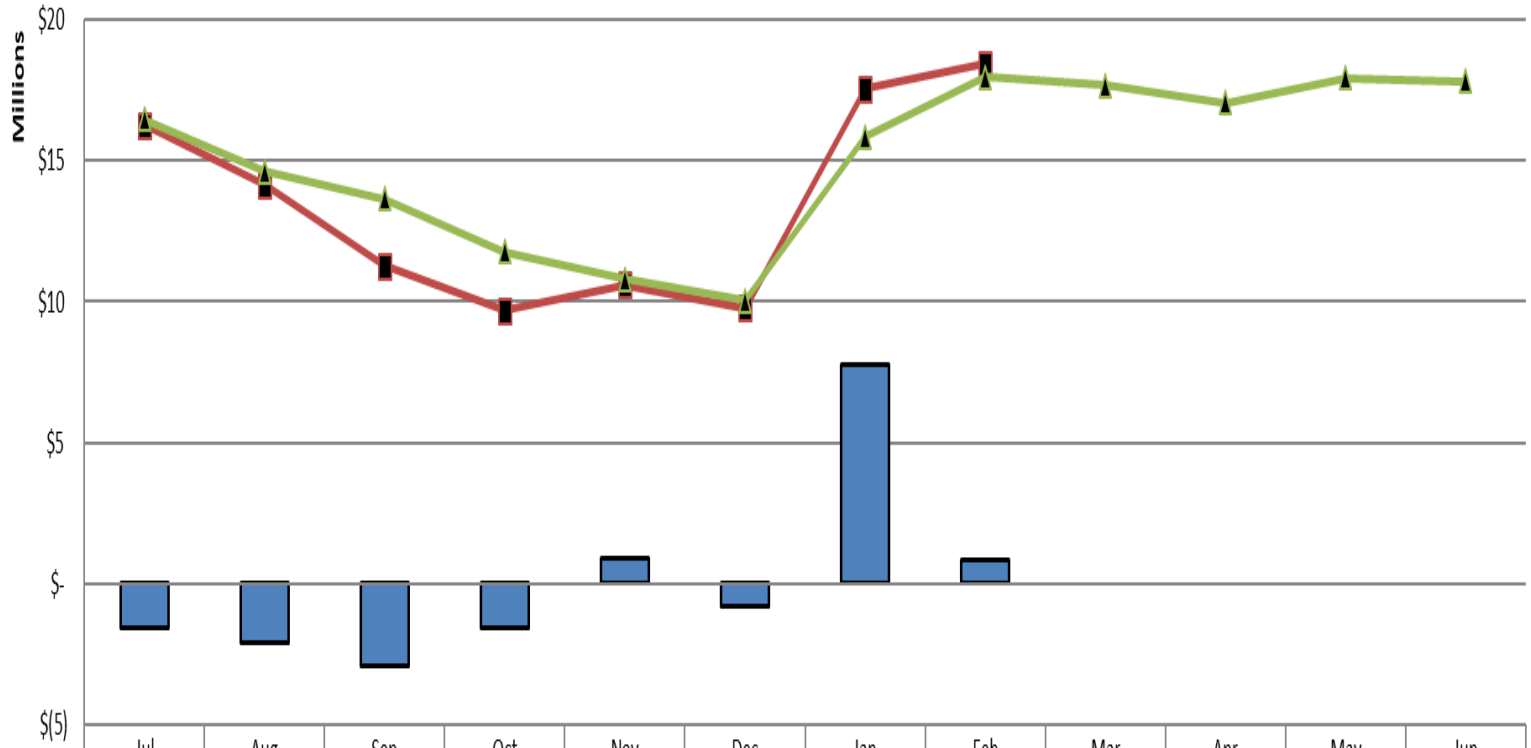
Financial Performance Summary

As of Month End February, 2020

Quick Look Indicators	**This Month**	**This Year**	**Balance**
General Fund Cash Balance	↑	↑	$ 18,412,476
General Fund Revenue	↓	↑	$ 19,951,503
General Fund Expenditures	↓	↑	$ 19,894,462
Budget Percentage (Over) / Under	↑	↓	(3 %)
Revenue Benchmark Variance	↓	↑	$ 1,345,132
Expenditure Benchmark Variance	↑	↓	$ (2,454,355)
Overall Benchmark Variance	↓	↓	$ (1,109,223)
Hospitality Fund Cash Balance	↑	↓	$ 1,005,540
Hospitality Fund Revenue	↓	↑	$ 1,654,804
Hospitality Fund Expenditures	↓	↑	$ 1,868,039
Storm Water Fund Cash Balance	↑	↓	$ 1,466,341
Storm Water Fund Revenue	↓	↑	$ 1,325,493
Storm Water Fund Expenditures	↓	↑	$ 941,744

Cash Balance - General Fund

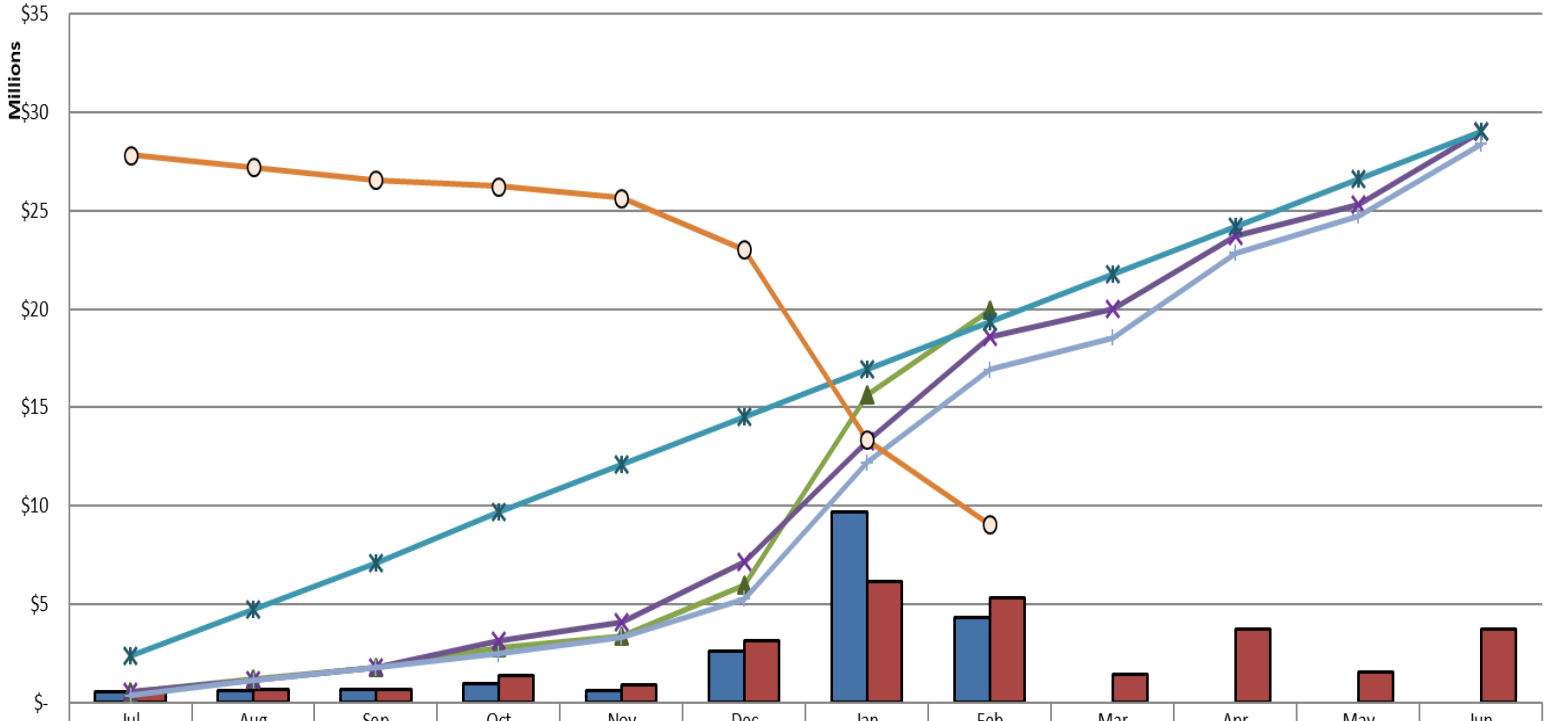
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	(1,562,204)	(2,096,628)	(2,881,770)	(1,563,870)	904,327	(819,651)	7,760,100	870,676				
Current Fiscal YTD Balance	16,239,290	14,142,663	11,260,893	9,697,023	10,601,351	9,781,700	17,541,800	18,412,476				
Prior 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	17,795,970

Revenue - General Fund

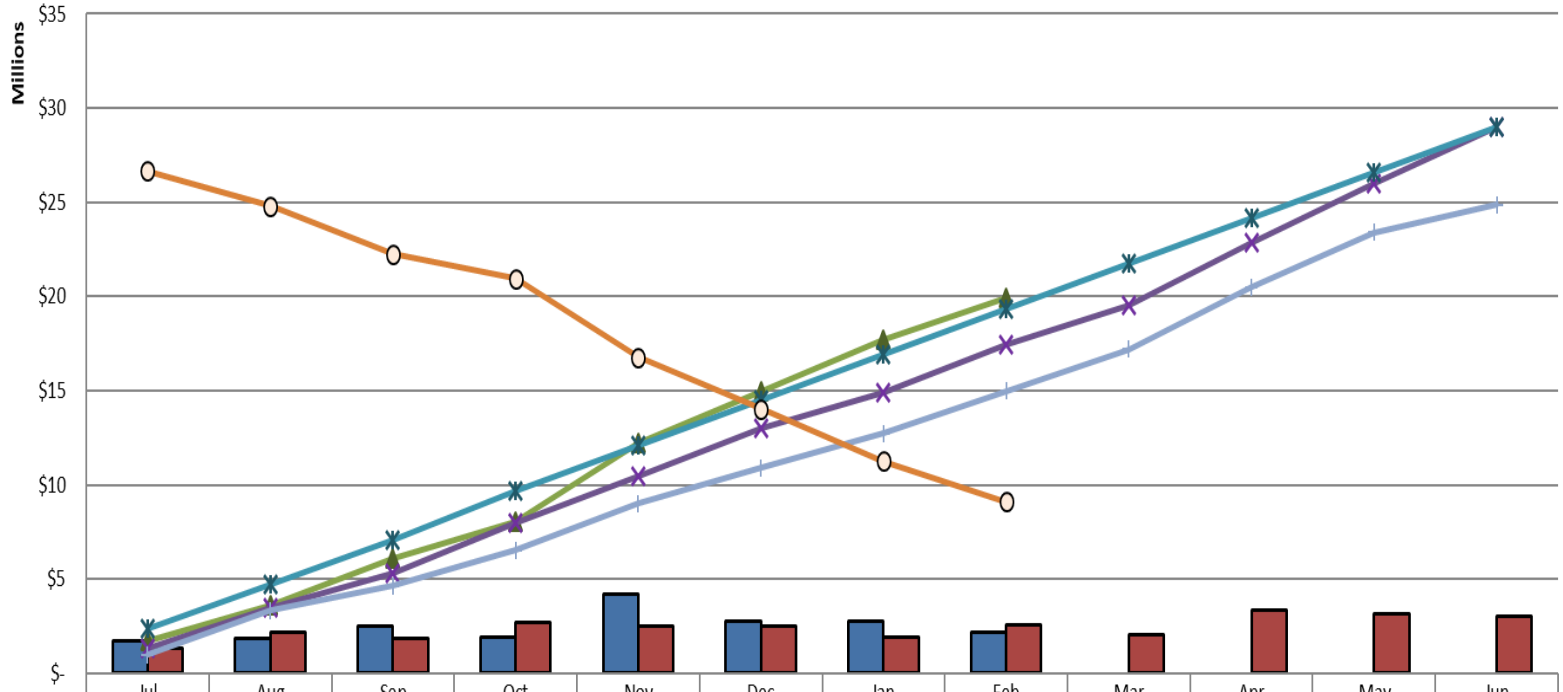
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	552,078	609,281	644,999	952,397	603,664	2,605,610	9,682,052	4,301,423				
Monthly Benchmark	513,635	634,169	639,311	1,367,769	900,101	3,119,466	6,125,860	5,306,060	1,402,711	3,730,883	1,552,700	3,705,974
YTD Actual	552,078	1,161,359	1,806,357	2,758,754	3,362,419	5,968,029	15,650,081	19,951,503				
YTD Benchmark	513,635	1,147,804	1,787,115	3,154,884	4,054,985	7,174,451	13,300,311	18,606,371	20,009,082	23,739,965	25,292,665	28,998,639
YTD Prorated Budget	2,364,952	4,729,905	7,094,857	9,666,213	12,082,766	14,499,320	16,915,873	19,332,426	21,748,979	24,165,533	26,582,086	28,998,639
Prior 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	28,379,467
Balance to Collect	27,827,350	27,218,068	26,573,070	26,239,885	25,636,220	23,030,610	13,348,558	9,047,136				

Expenditures - General Fund

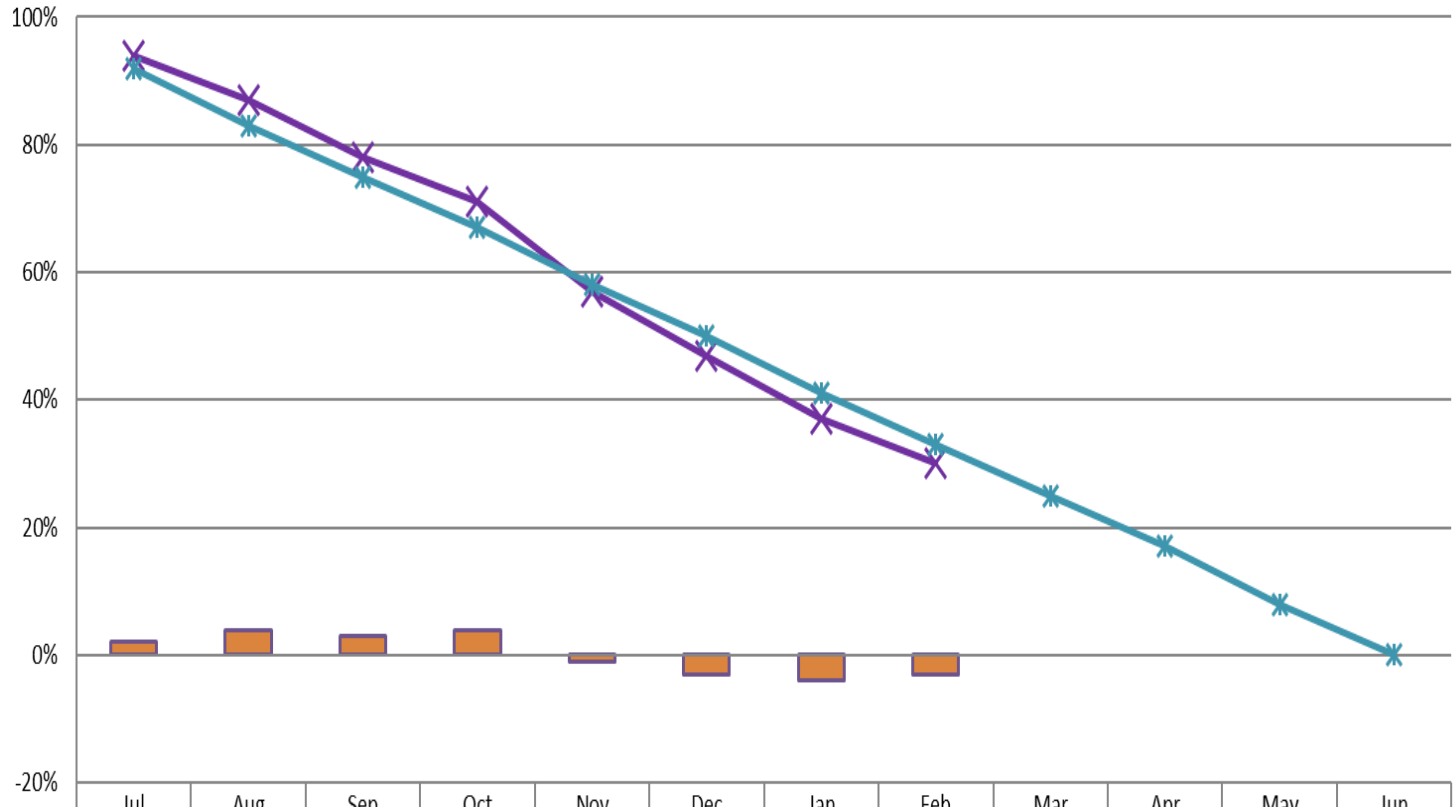
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	1,719,924	1,869,667	2,523,435	1,936,790	4,189,728	2,733,515	2,756,538	2,164,865				
Monthly Benchmark	1,292,761	2,184,312	1,845,049	2,666,061	2,467,223	2,531,005	1,892,128	2,561,568	2,060,201	3,355,186	3,120,272	3,022,873
YTD Actual	1,719,924	3,589,591	6,113,026	8,049,816	12,239,544	14,973,059	17,729,597	19,894,462				
YTD Benchmark	1,292,761	3,477,073	5,322,122	7,988,183	10,455,406	12,986,411	14,878,539	17,440,107	19,500,308	22,855,494	25,975,766	28,998,639
YTD Prorated Budget	2,364,952	4,729,905	7,094,857	9,666,213	12,082,766	14,499,320	16,915,873	19,332,426	21,748,979	24,165,533	26,582,086	28,998,639
Prior 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	24,871,117
Balance to Expend	26,659,503	24,789,836	22,266,401	20,948,823	16,759,095	14,025,580	11,269,042	9,104,177				

Budget Percent Remaining - General Fund

Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
(Over) Under Budget	2	4	3	4	-1	-3	-4	-3				
Actual Percent Remaining	94	87	78	71	57	47	37	30				
Prorated Percent Remaining	92	83	75	67	58	50	41	33	25	17	8	0

2019-20 Financials

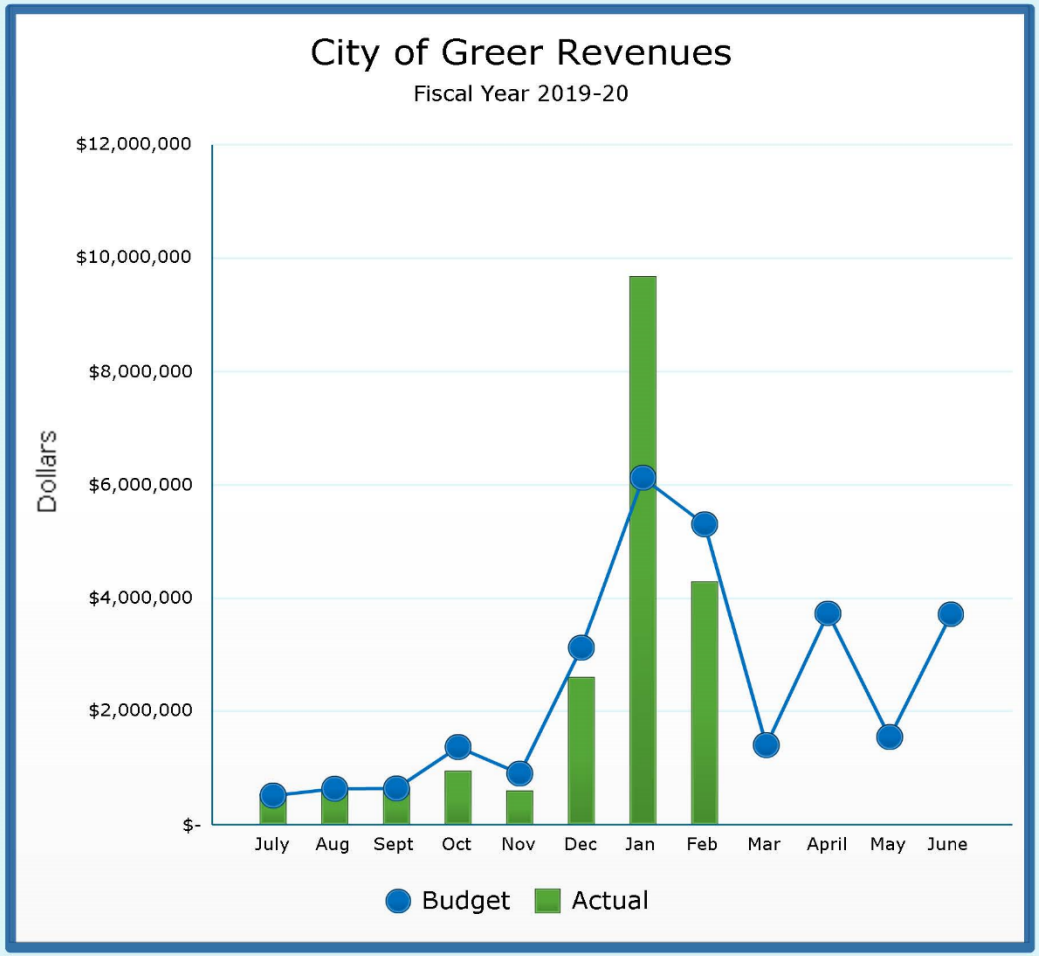
Revenues | Expenditures

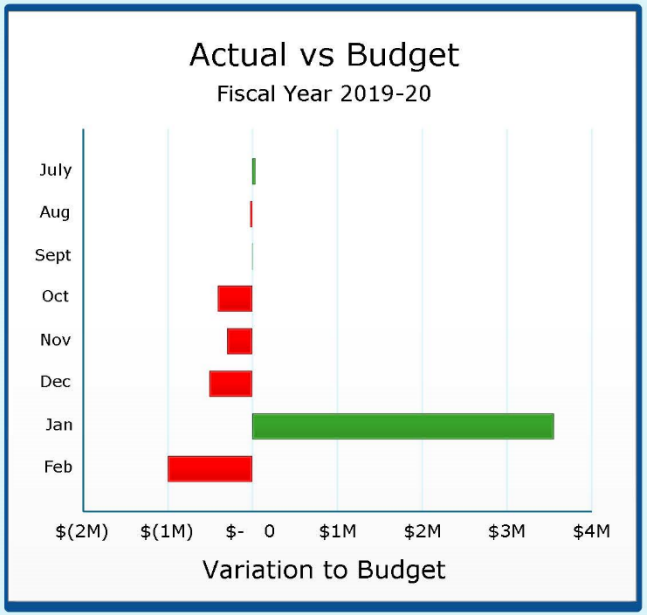
Greer
City of Greer, SC

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

YTD Actual	YTD Budget	Difference
$19,951,503	$18,606,371	$1,345,132





2019-20 Financials

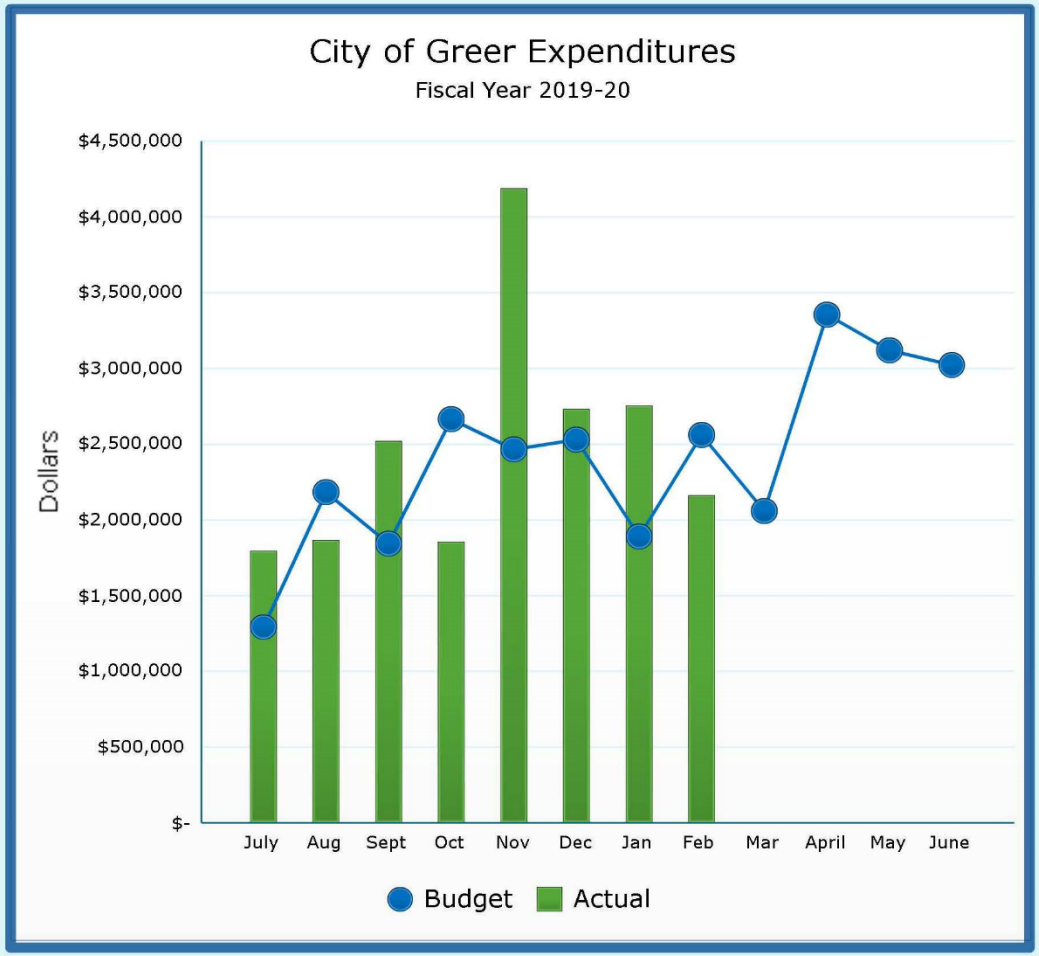
Revenues | Expenditures

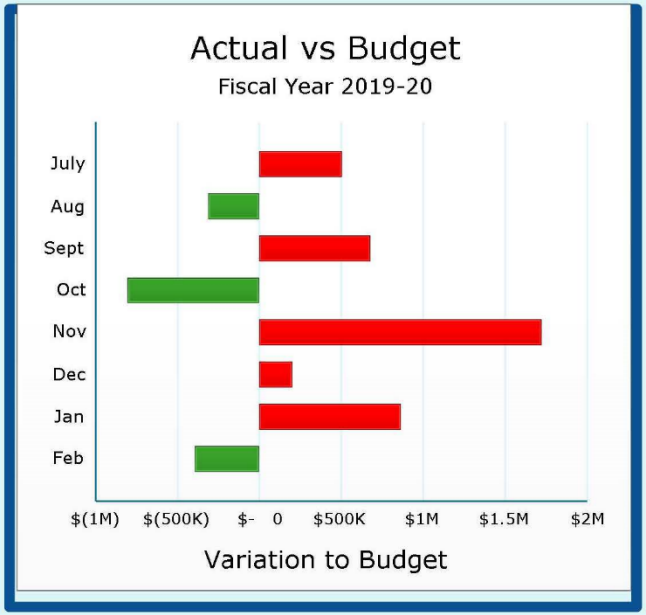
Greer
City of Greer, SC

Expenditures

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

YTD Actual	YTD Budget	Difference
$19,894,462	$17,440,107	$2,454,355





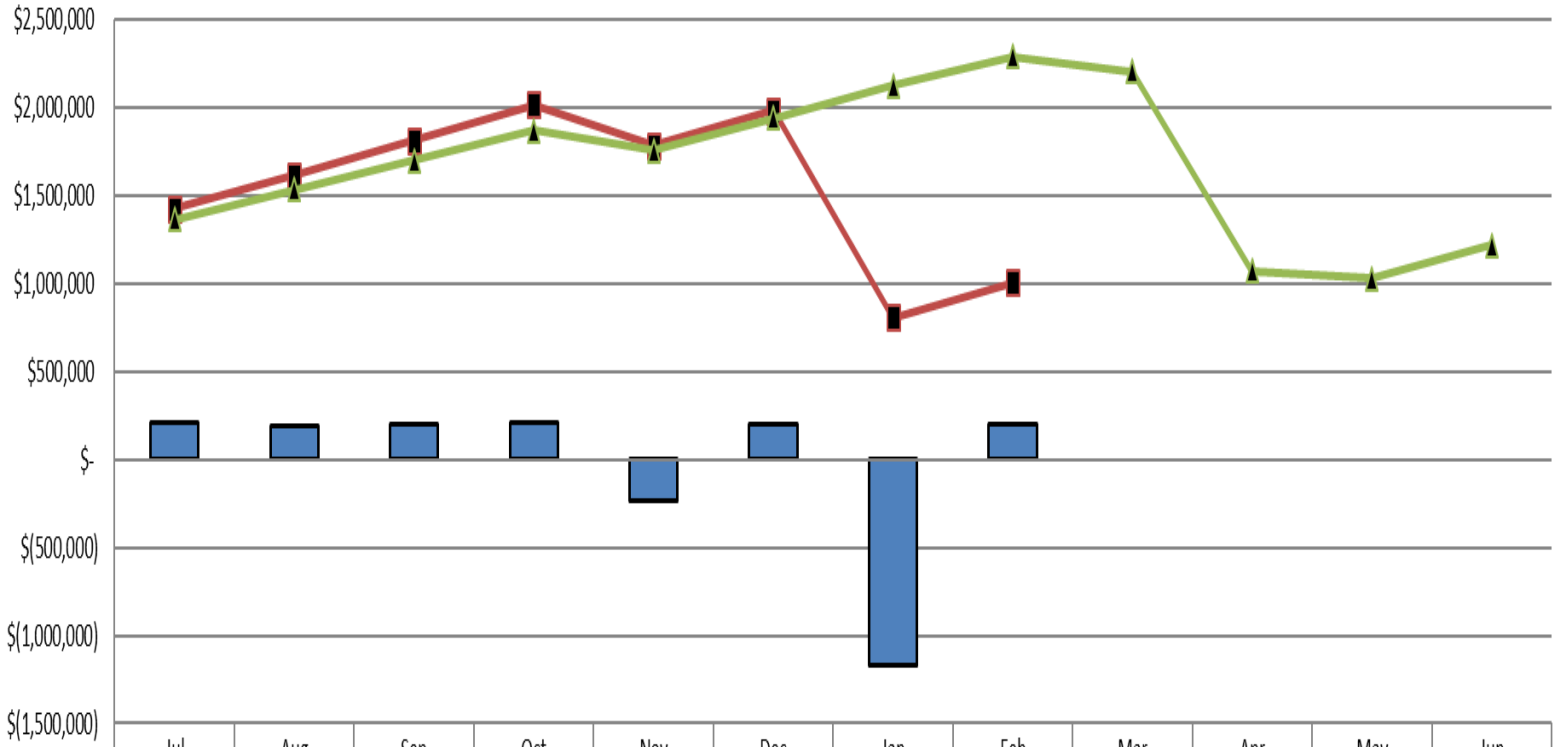
Greer

City of Greer, SC

Hospitality Taxes Fund

Cash Balance - Hospitality Taxes Fund

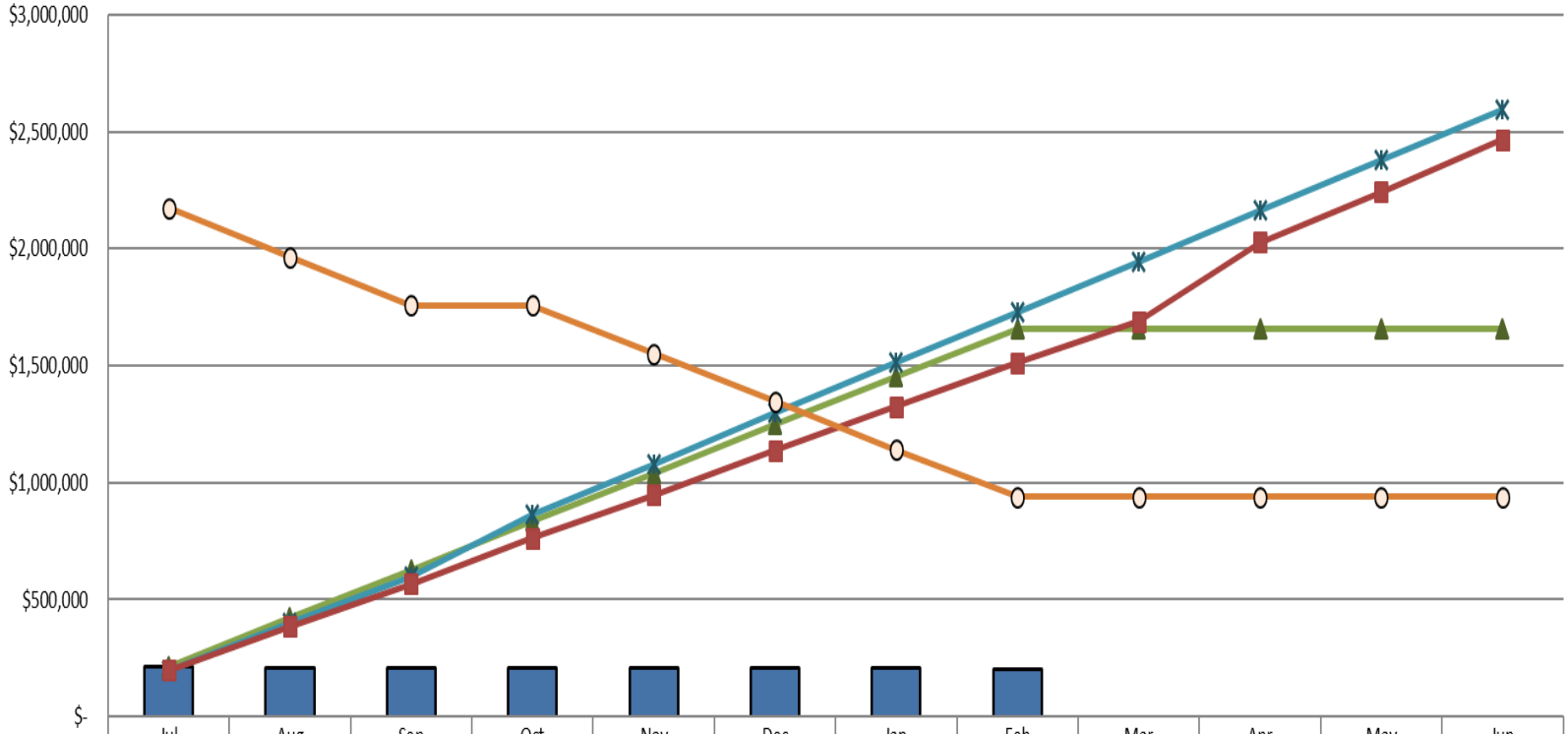
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	205,554	189,490	195,526	205,390	(233,835)	199,500	(1,172,308)	196,971				
Current Fiscal YTD Balance	1,424,805	1,614,295	1,809,821	2,015,211	1,781,376	1,980,877	808,568	1,005,540				
Prior 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	1,219,251

Revenue - Hospitality Taxes Fund

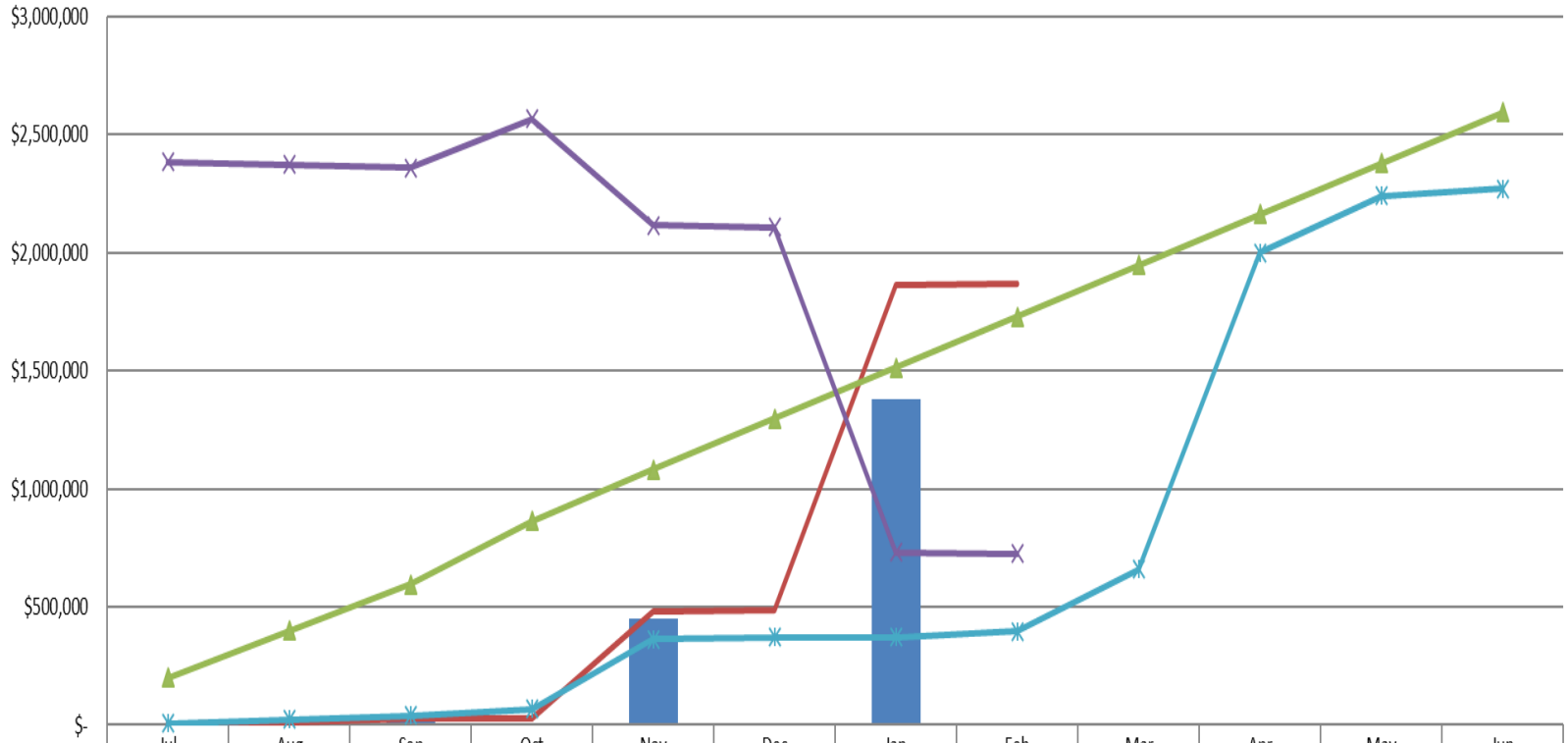
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	212,168	208,710	207,320	207,728	206,309	205,675	206,564	200,331				
YTD Actual	212,168	420,878	628,198	835,926	1,042,235	1,247,910	1,454,473	1,654,804	1,654,804	1,654,804	1,654,804	1,654,804
YTD Prorated Budget	198,830	397,660	596,490	864,729	1,080,911	1,297,093	1,513,275	1,729,457	1,945,640	2,161,822	2,378,004	2,594,186
Prior 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	2,465,129
Balance to Collect	2,173,791	1,965,081	1,757,761	1,758,260	1,551,951	1,346,276	1,139,713	939,382	939,382	939,382	939,382	939,382

Expenditures - Hospitality Taxes Fund

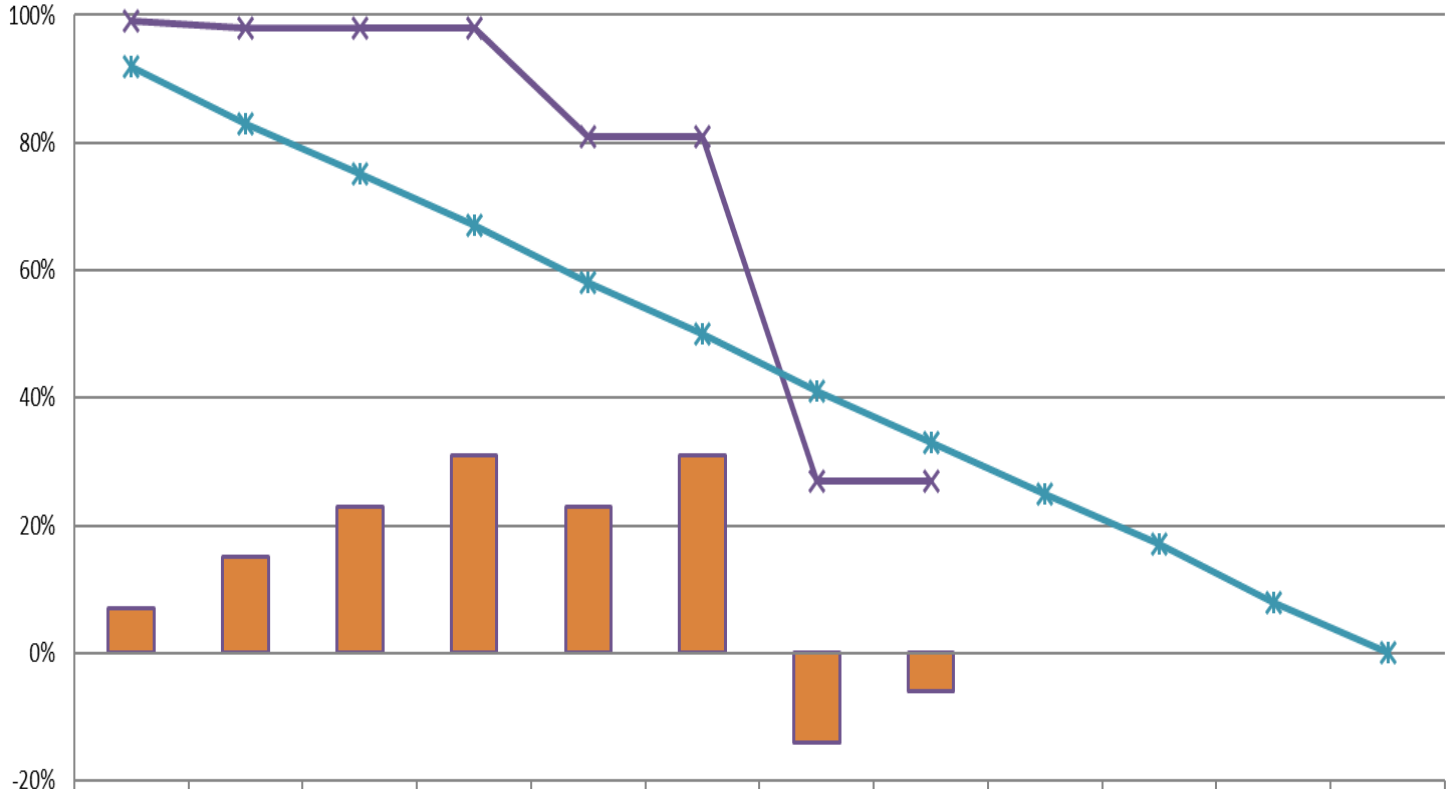
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	3,725	9,025	14,423	2,329	450,569	5,820	1,378,872	3,275				
YTD Actual	3,725	12,750	27,173	29,502	480,071	485,892	1,864,764	1,868,039				
YTD Prorated Budget	198,830	397,660	596,490	864,729	1,080,911	1,297,093	1,513,275	1,729,457	1,945,640	2,161,822	2,378,004	2,594,186
Prior 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	2,270,671
Balance to Expend	2,382,234	2,373,209	2,358,786	2,564,684	2,114,115	2,108,294	729,422	726,147				

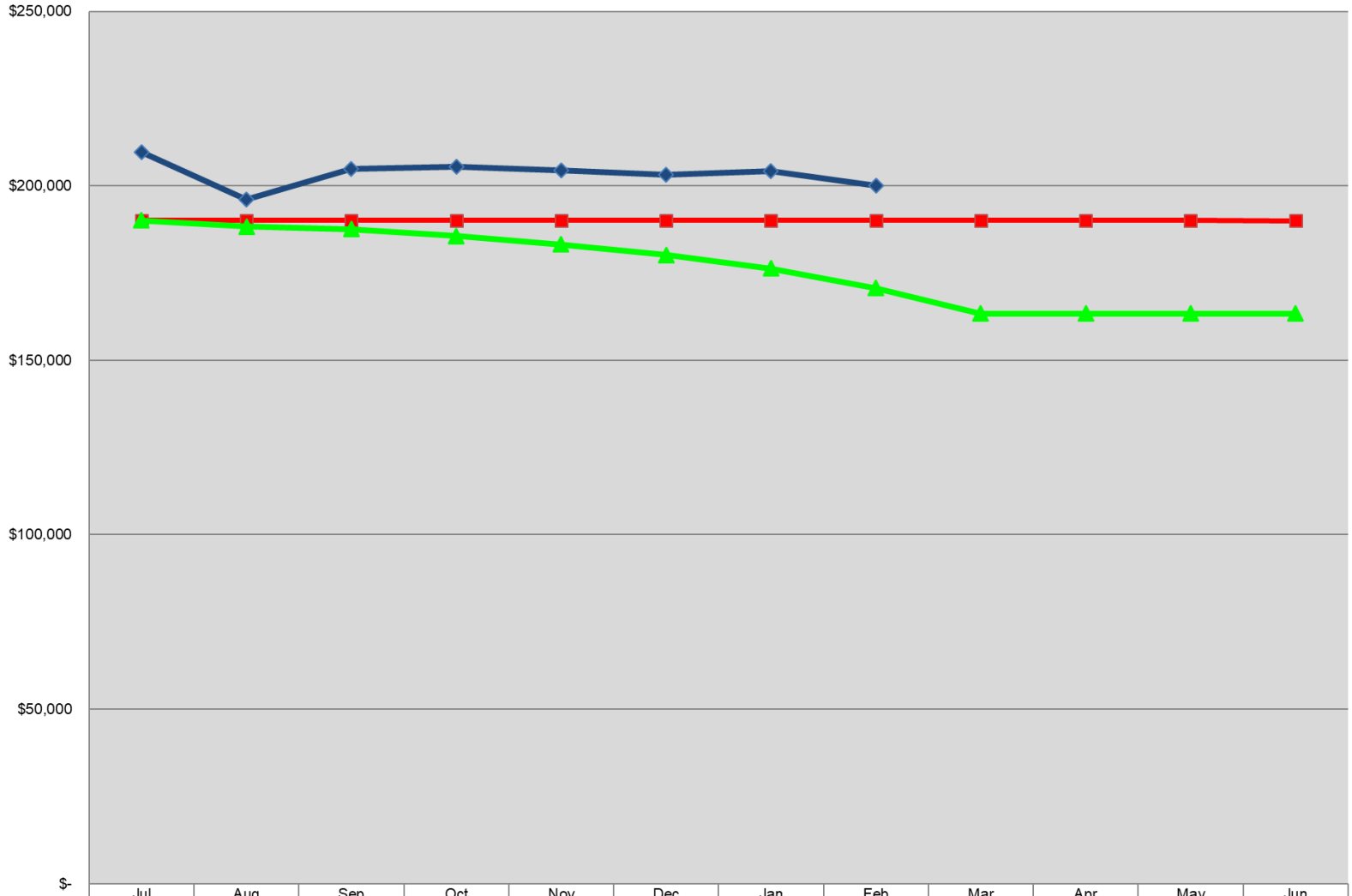
Budget Percent Remaining - Hospitality Taxes Fund

Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
(Over) Under Budget	7	15	23	31	23	31	-14	-6				
Actual Percent Remaining	99	98	98	98	81	81	27	27				
Prorated Percent Remaining	92	83	75	67	58	50	41	33	25	17	8	0

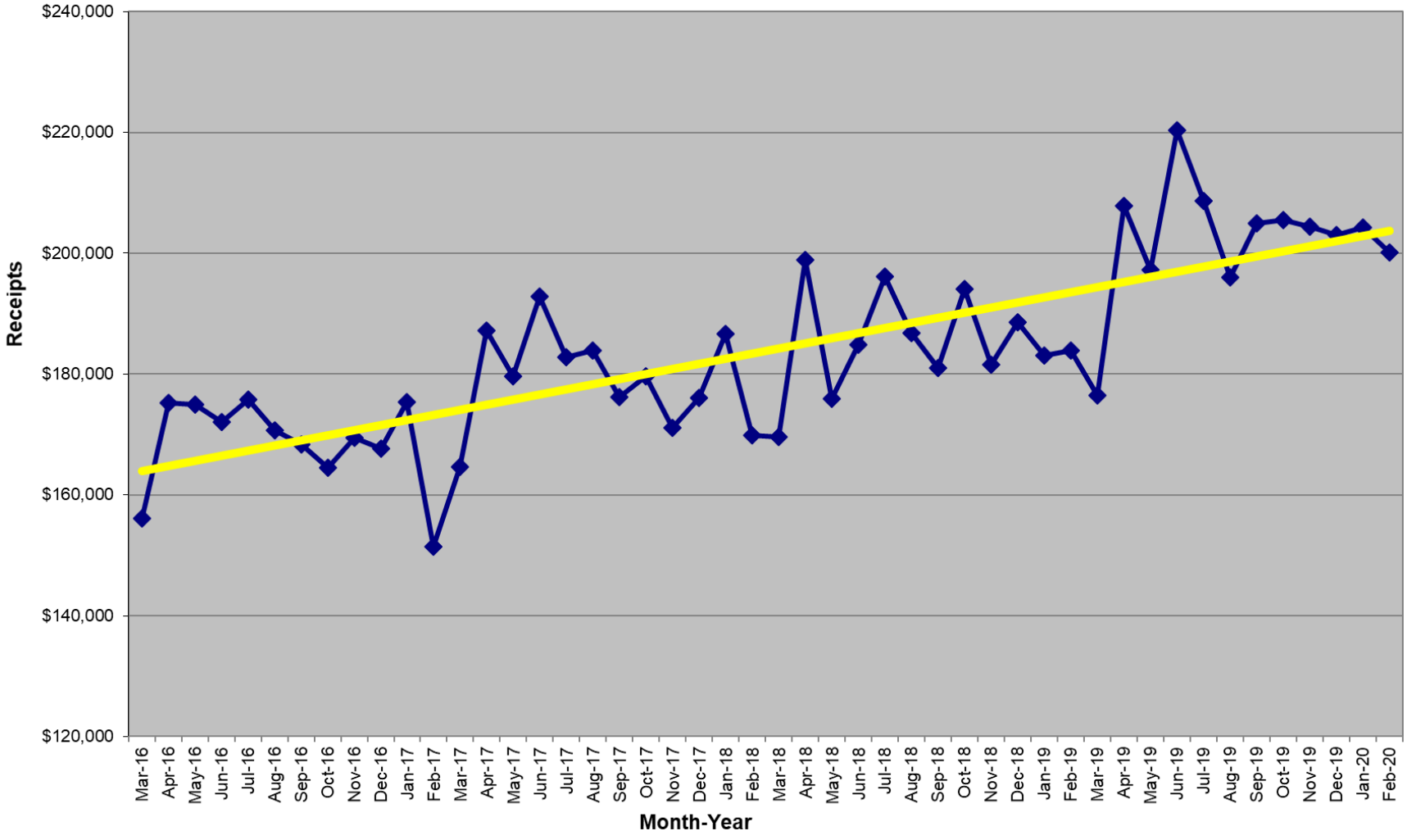
Hospitality Taxes
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	209,551	196,167	204,941	205,411	204,389	203,089	204,206	200,103				
Monthly Budget	190,107	190,107	190,107	190,107	190,107	190,107	190,107	190,107	190,107	190,107	190,107	190,104
Budget Requirement	190,107	188,339	187,556	185,625	183,152	180,118	176,289	170,706	163,356	163,356	163,356	163,357

Hospitality Tax

4 - Year Trending



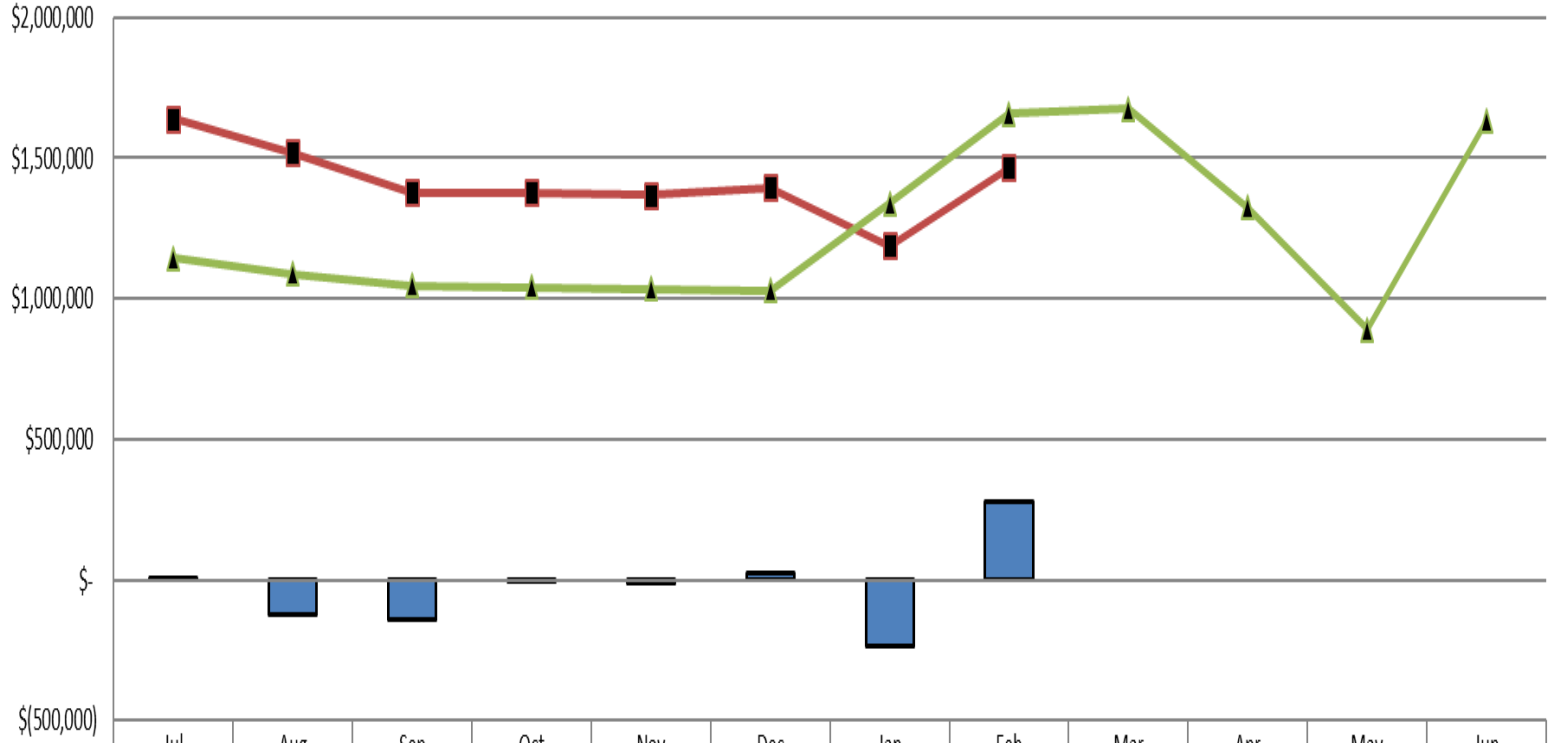
Greer

City of Greer, SC

Storm Water Fund

Cash Balance - Storm Water Fund

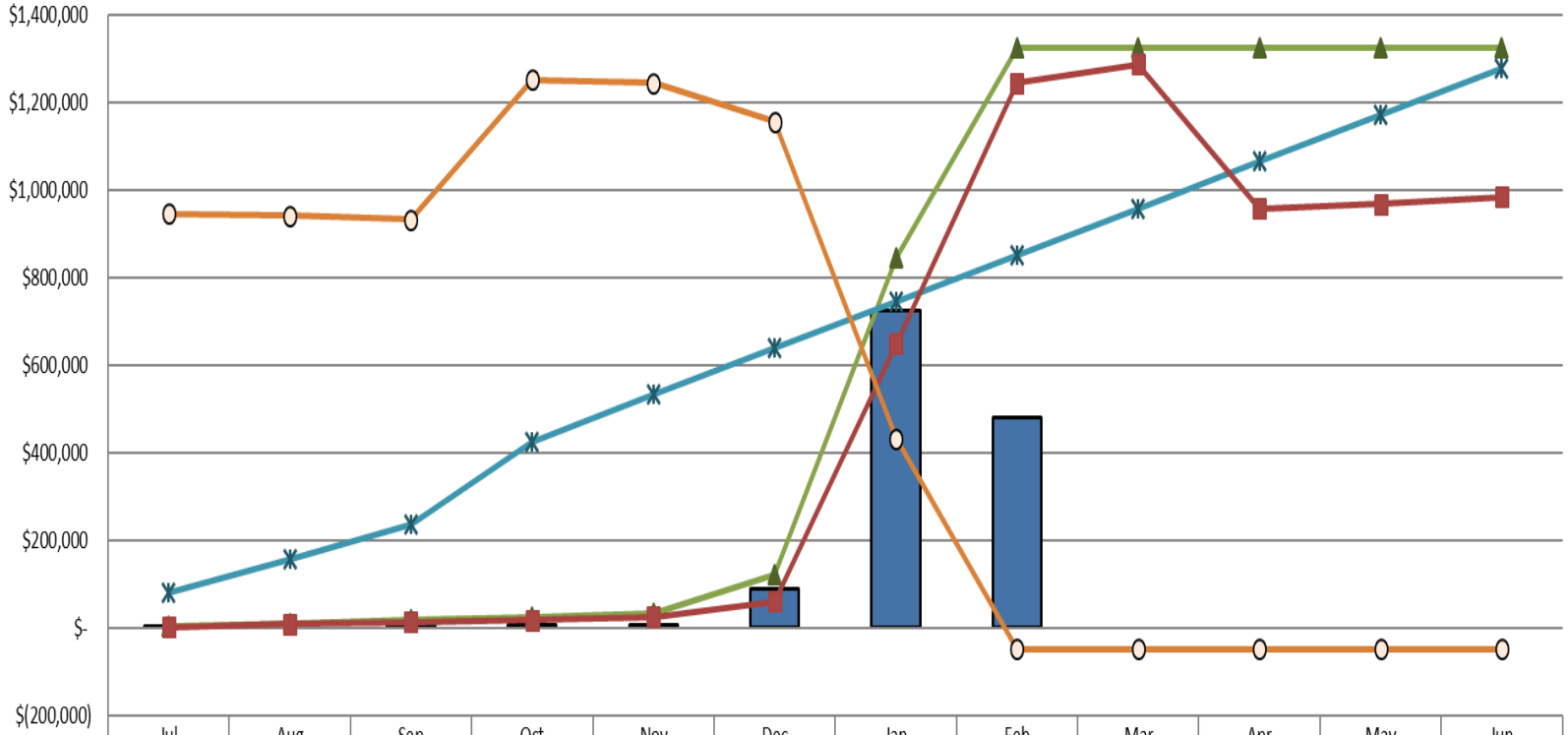
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	7,390	(120,644)	(140,433)	(796)	(9,046)	25,594	(235,382)	276,802				
Current Fiscal YTD Balance	1,639,474	1,518,829	1,378,396	1,377,601	1,368,554	1,394,148	1,189,538	1,466,341				
Prior 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	1,632,084

Revenue - Storm Water Taxes Fund

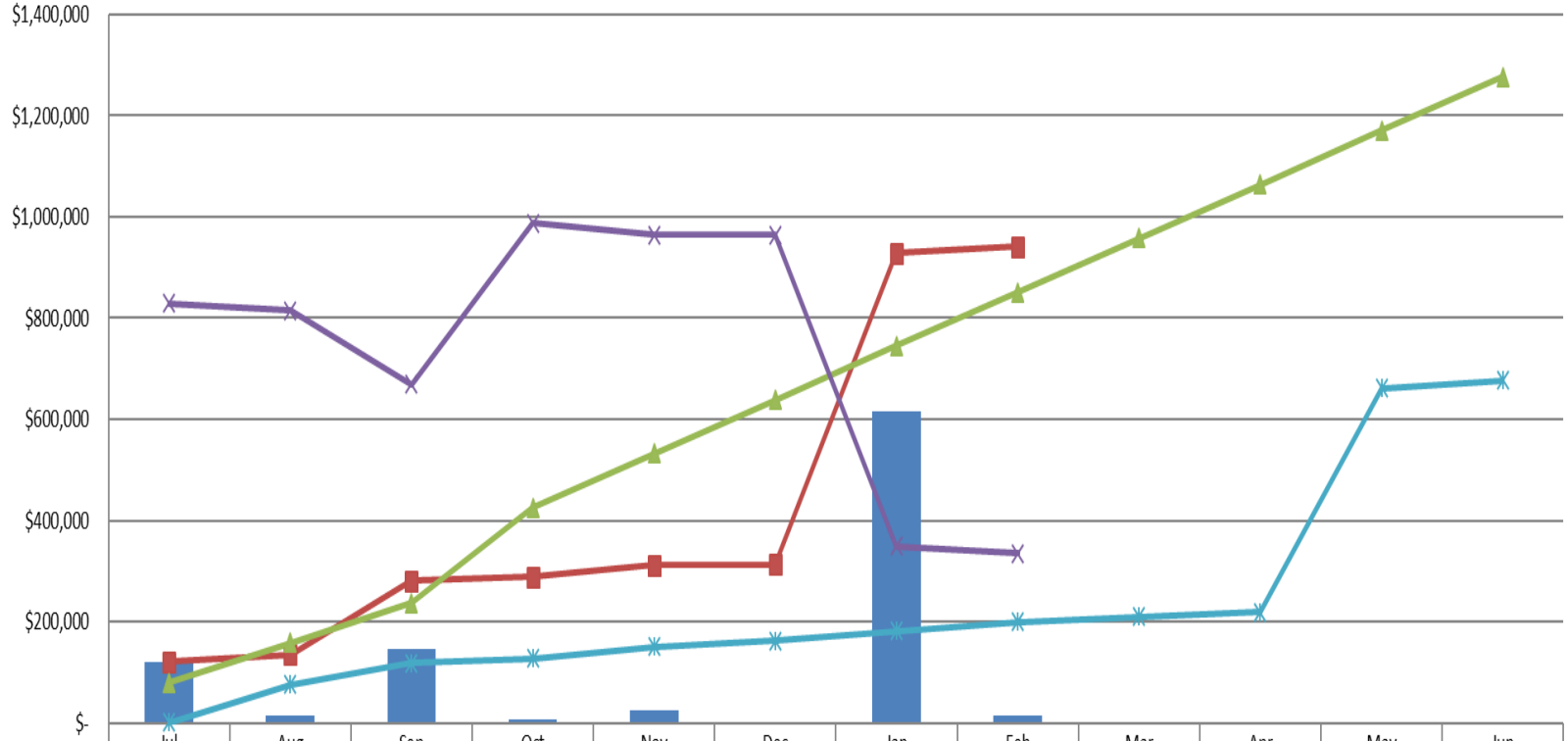
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	3,916	5,316	9,098	7,637	6,687	87,934	723,857	481,049				
YTD Actual	3,916	9,233	18,330	25,967	32,654	120,587	844,444	1,325,493	1,325,493	1,325,493	1,325,493	1,325,493
YTD Prorated Budget	79,167	158,333	237,500	425,692	532,115	638,538	744,960	851,383	957,806	1,064,229	1,170,652	1,277,075
Prior 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	984,462
Balance to Collect	946,084	940,768	931,670	1,251,108	1,244,421	1,156,488	432,631	(48,418)	(48,418)	(48,418)	(48,418)	(48,418)

Expenditures - Storm Water Fund

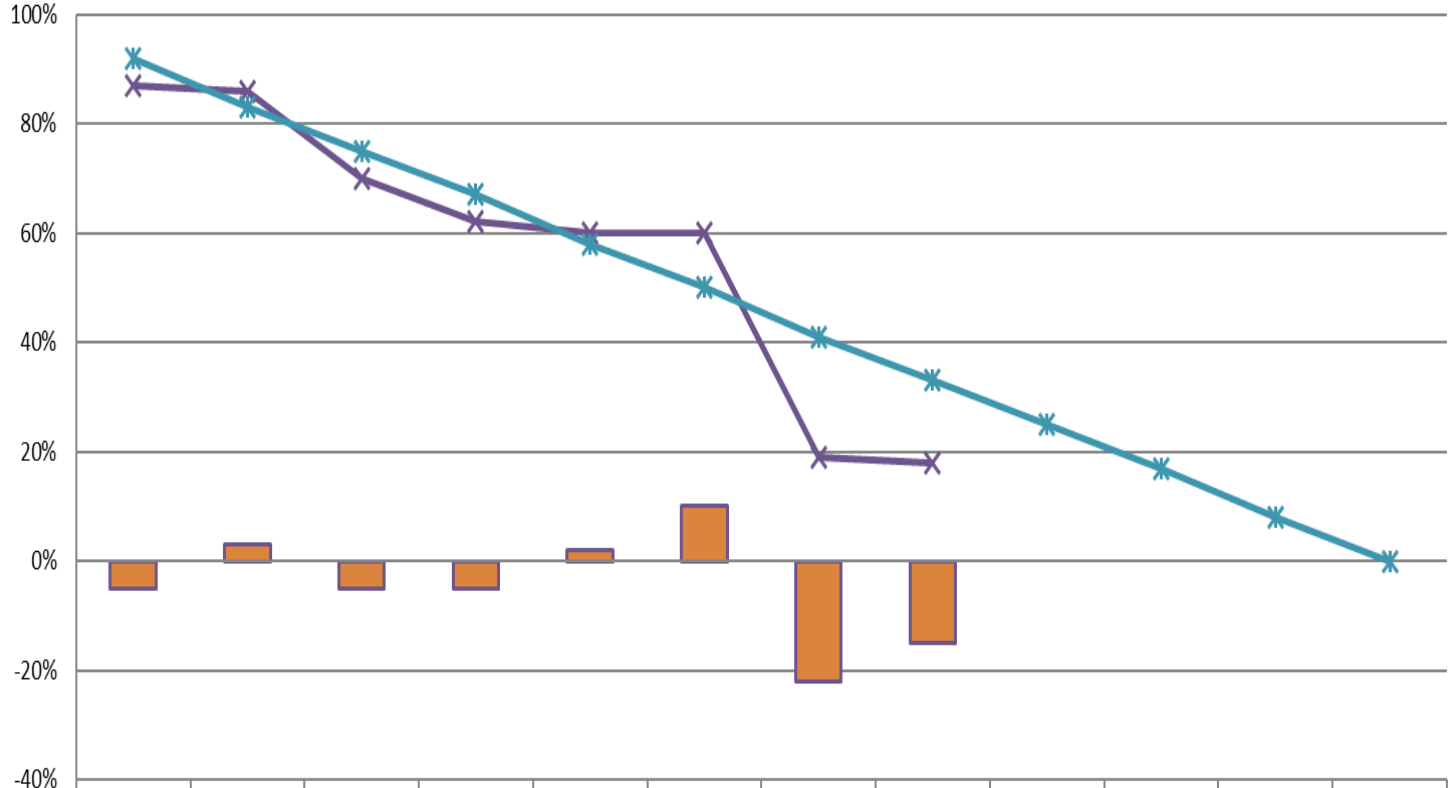
Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	120,599	14,549	146,153	7,560	23,436	805	614,571	14,071				
YTD Actual	120,599	135,148	281,301	288,860	312,297	313,102	927,673	941,744				
YTD Prorated Budget	79,167	158,333	237,500	425,692	532,115	638,538	744,960	851,383	957,806	1,064,229	1,170,652	1,277,075
Prior YTD Actual	269	75,100	117,864	127,171	150,525	162,554	180,811	198,815	210,066	218,653	660,808	676,345
Balance to Expend	829,401	814,852	668,699	988,215	964,778	963,973	349,402	335,331				

Budget Percent Remaining - Storm Water Fund

Fiscal Year 2019/20



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
(Over) Under Budget	-5	3	-5	-5	2	10	-22	-15				
Actual Percent Remaining	87	86	70	62	60	60	19	18				
Prorated Percent Remaining	92	83	75	67	58	50	41	33	25	17	8	0

Category Number: VII.
Item Number: C.

AGENDA
GREER CITY COUNCIL
3/24/2020

Fire Department Activity Report - February 2020

ATTACHMENTS:

	Description	Upload Date	Type
	Fire Department Activity Report - February 2020	3/9/2020	Backup Material

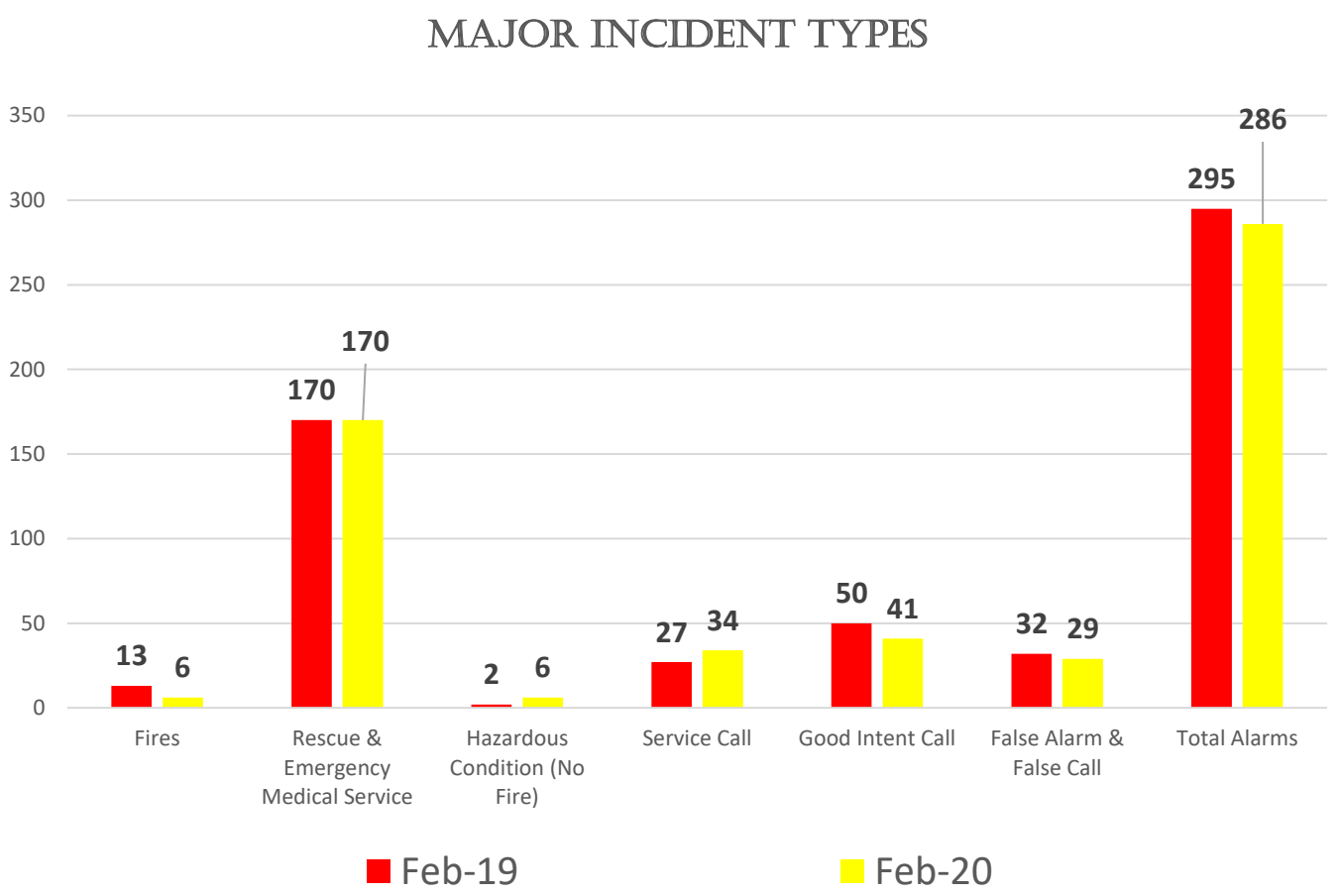
CITY OF GREER

FIRE DEPARTMENT

MONTHLY REPORT

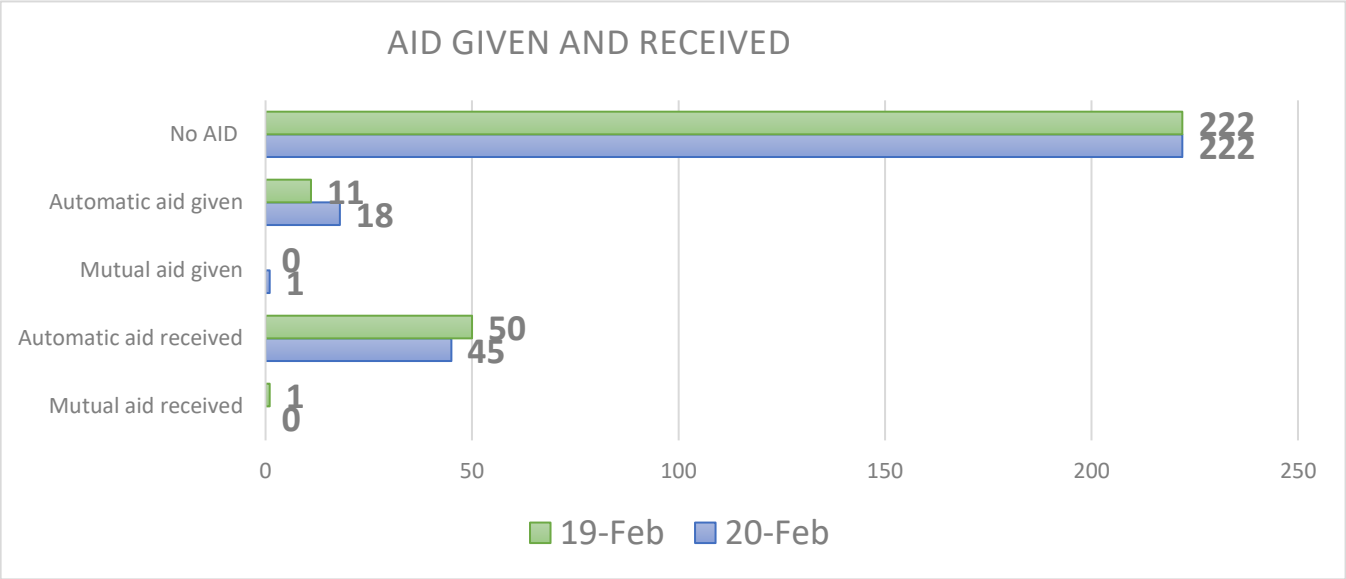
FEBRUARY 2020

City of Greer Fire Department
Monthly Report
February 2020

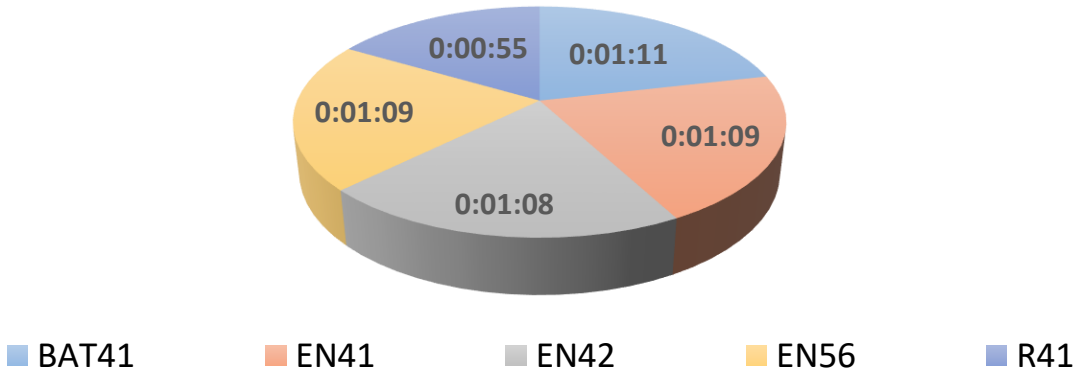


On Saturday, February 8, 2020 the City of Greer Fire Department Explorer Post 103 participated in 2020 Winterfest in Gatlinburg, TN. They placed in the following areas:
Cherokee Drill - Third Place
Rapid Dress Individual - Second Place Chandler Bradshaw
Rapid Dress Team - Second Place
Triple Lay Drill - Thrid Place

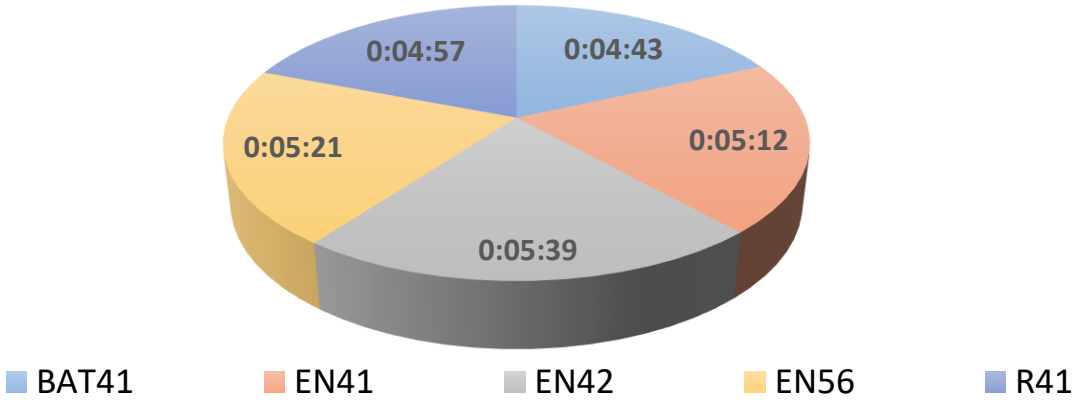
City of Greer Fire Department
Monthly Report
February 2020



APPARATUS TURNOUT TIME (min)
(Dispatch to Enroute)

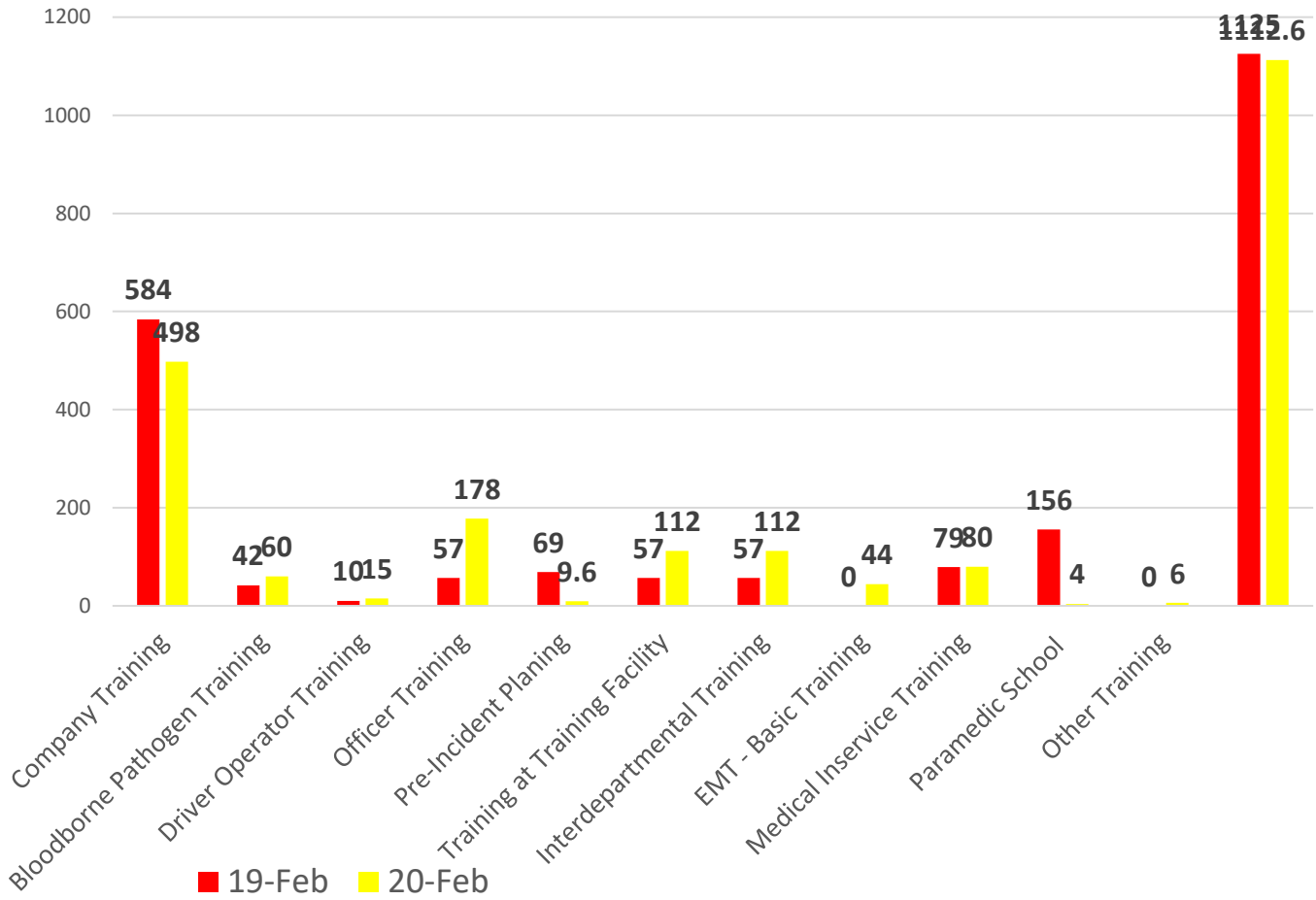


AVERAGE RESPONSE TIME, minutes
(Dispatch to Arrived)



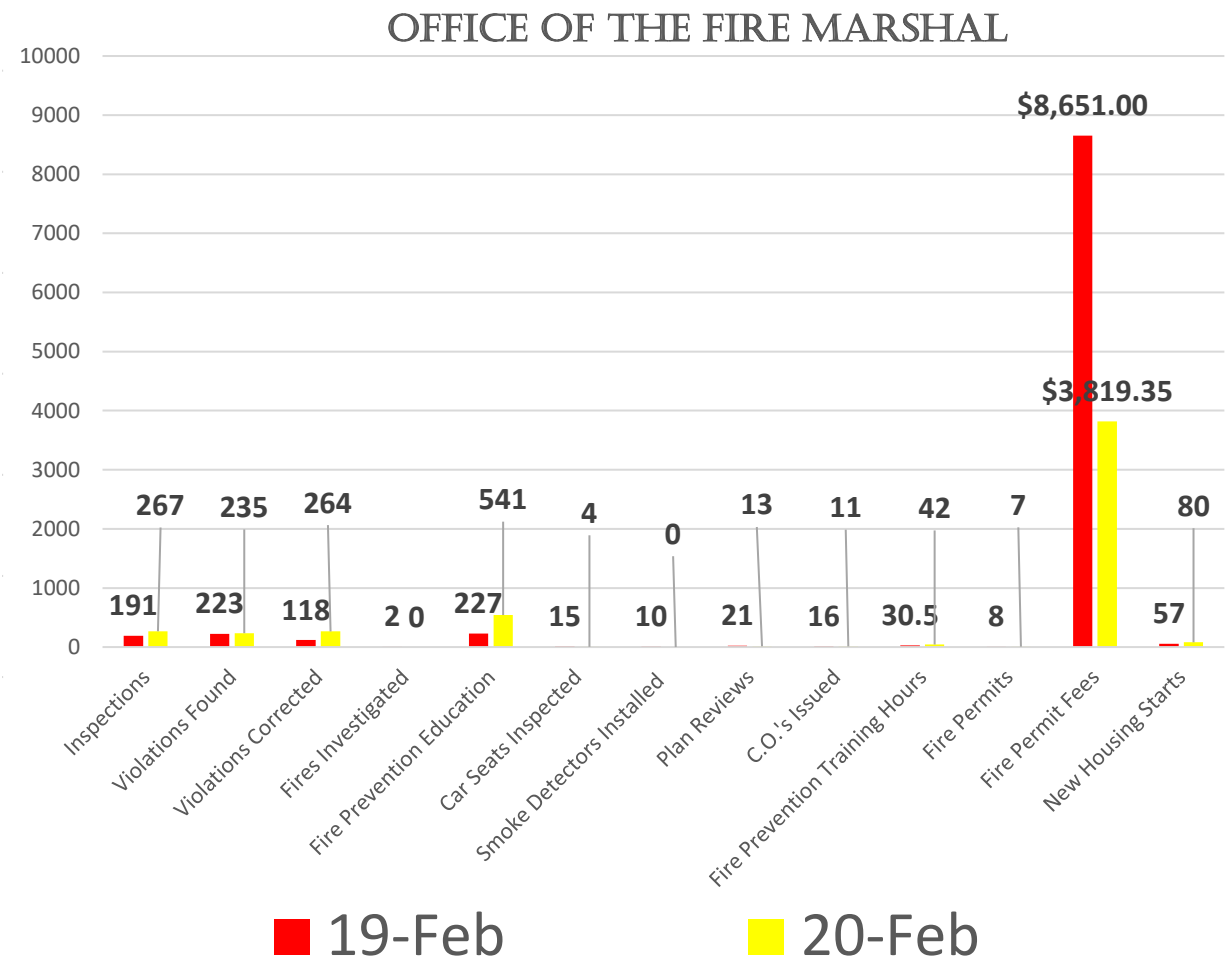
City of Greer Fire Department
Monthly Report
February 2020

DEPARTMENT TRAINING



Companies participated in extrication training at LKQ Junkyard this month

City of Greer Fire Department
Monthly Report
February 2020



City of Greer Fire Department
Monthly Report
February 2020

	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)	3	0	0	$0.00
2	Apartments (3 or more families) (FPU 429)	0	0	0	$0.00
3	Hotels and Motels (FPU 449)	1	0	0	$0.00
4	All Other Residential (domirtories, boarding houses, tents, etc.) (FPU 400, 439, 459-499)	0	0	0	$0.00
5	TOTAL RESIDENTIAL FIRES (Sum of lines 1 through 4)	4	0	0	$0.00
6	Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)	0	0	0	$0.00
7	Schools and Colleges (FPD 200-299)	0	0	0	$0.00
8	Health Care and Penal Institutions (hospitals, nursing homes, prisons, etc.) (FPU 300-399)	0	0	0	$0.00
9	Stores and Offices (FPU 500-599)	0	0	0	$0.00
10	Industry, Utility, Defense, Laboratories, Manufacturing (FPU 600-799)	1	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)	1	0	0	$0.00
13	TOTAL FOR STRUCTURE FIRES (Sum of lines 5 through 12)	6	0	0	$0.00
14a	Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137)	5	0	0	$20,000.00
14b	Fires in Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.) (IT 130, 133-135, 138)	0	0	0	$0.00
15	Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc.) (IT 140, 141, 161, 162, 164, 170-173)	0	0	0	$0.00
16	Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved (IT 142-143)	0	0	0	$0.00
17	Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved (IT 150-155)	0	0	0	$0.00
18	All Other Fires (IT 100, 160, 163)	1	0	0	$0.00
19	TOTAL FOR FIRES (Sum of lines 13 through 18)	12	0	0	$20,000.00
20	Rescue, Emergency Medical Responses (ambulances, EMS, rescue) (IT 300-381)	340	0	0	$0.00
21	False Alarm Responses (malicious or unintential false calls, malfunctions, bomb scares) (IT 700-746)	52	0	0	$0.00
22	Mutual Aid Responses Given	1	0	0	$0.00
23a.	Hazards Materials Responses (spills, leaks, etc.) (IT 410-431)	8	0	0	$0.00
23b	Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.) (IT 440-482, 400)	7	0	0	$0.00
24	All Other Responses (smoke scares, lock-outs, animal rescues, etc.) (IT 200-251, 500-699, 800-911)	158	0	0	$35,000.00
25	TOTAL FOR ALL INCIDENTS (Sum of lines 19 through 24)	578	0	0	$55,000.00

CITY OF GREER
FIRE DEPARTMENT

AWARDS AND
RECOGNITION PROGRAM

Battalion Chief Jody Norris and Engineer McCauley Hannah were awarded Medal of Gallantry for incident on 9/25/2019 on E. Fairview Avenue.

Lieutenant Scott Tompkins, Engineer Richie Bradshaw, and Firefighter Dillon Blackwell were awarded Company Citation for efforts at an MVA on 5/24/2019.

Lieutenant Todd Wilson, Lieutenant John Polson, Engineer McCauley Hannah, Firefighter's Noah Sanford and Tyler Collins were awarded the Life Saving Award for efforts at a Cardiac Arrest on 4/28/2019.

Battalion Chief Paul Brown, Engineer Joe Borrelli, Engineer Doug Bryant (PBFD), Firefighter/Paramedic Alston Blanchard, and Firefighter Andrew Morgan were awarded the Life Saving Award for efforts on MVC on 7/3/2019.

Lieutenant Colby Means, Lieutenant Taylor Graham, Engineer Brian Collins, Engineer Matt Field, Firefighter Tyler Collins, Firefighter Thomas Gregory and Citizen Sam Wilder were awarded the Life Saving Award for a cardiac arrest call on 11/10/2019. Pictured in the center is survivor Mark Clayton.

2019 Tele-Communicator of the Year – Brittany Eggleston

2019 Firefighter of the Year – Firefighter/Paramedic Alston Blanchard (Not Pictured)

(Pictured Left to Right)

2019 – Engineer of the Year – Engineer Brian Collins

2019 Chief Officer of the Year – Battalion Chief Jody Norris

2019 Officer of the Year – Lieutenant Mat Tidwell

Lieutenant Carl Howell – Distinguished Service Award (Polson Award)

Category Number: VII.
Item Number: D.

AGENDA
GREER CITY COUNCIL
3/24/2020

Municipal Court Activity Report - February 2020

ATTACHMENTS:

	Description	Upload Date	Type
	Municipal Court Monthly Report February 2020	3/12/2020	Backup Material

GREER MUNICIPAL COURT

MONTHLY REPORT FEBRUARY 2020

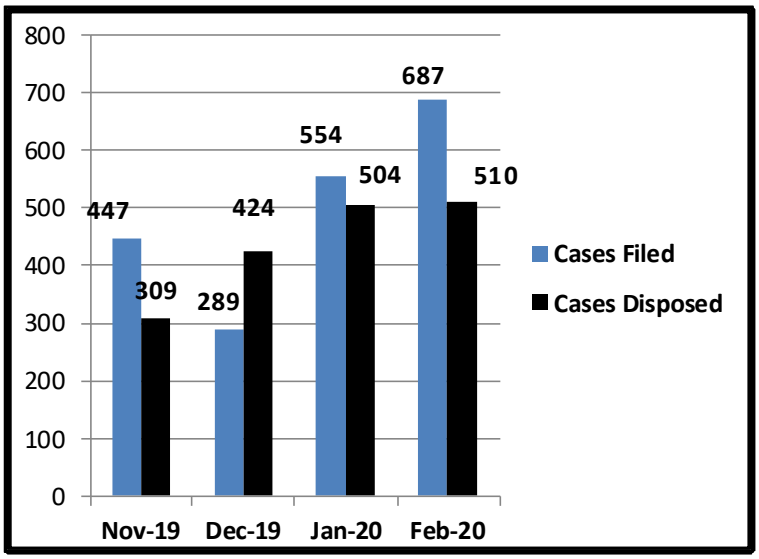
Greer
City of Greer, SC

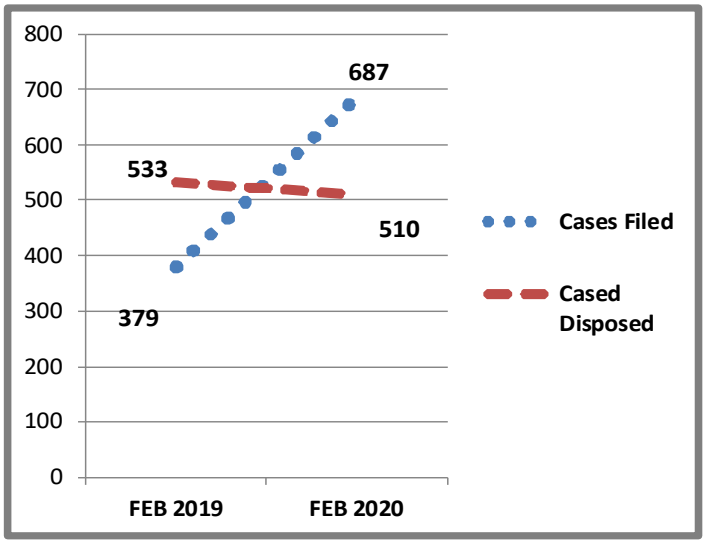
CASE LOAD

Traffic, Criminal and City Ordinances

Total Cases disposed/processed: 510

Total cases filed by officers: 687





Arrest Warrants, Bench Warrants & Search Warrants

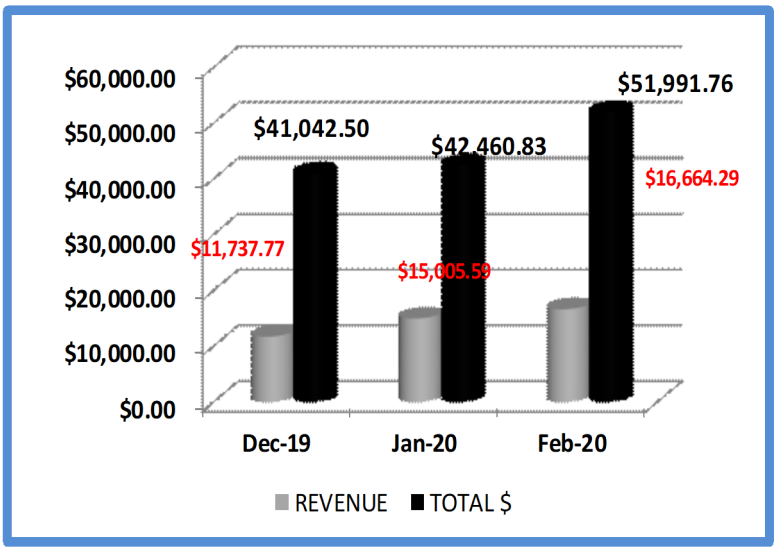
Arrest Warrants issued	136
Arraignments – # of defendants	140
Arraignments – # of charges	225
Bench Warrants issued	14
Bench Warrants served/disposed	11
Search Warrants issued	6

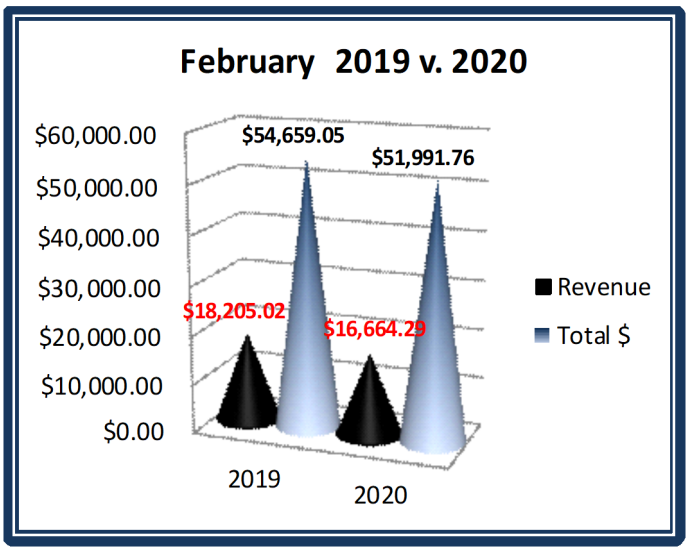
Greer
City of Greer, SC

FINANCIALS

Revenue

Total Revenue	$16,664.29
Sent to State Treasurer	$24,352.55
Victim Assistance Funds	$ 2,599.21
Total $ Collected	$51,991.76





ACTIVITY

- Traffic Court was held on February 5, 12, 19 and 26, 2020.
- General Sessions Preliminary Hearings were held on February 7, 2020.
- Domestic Violence Court was held on February 13, 2020.
- K. Pressley, T. Murray, E. Demko, T. Kelley, K. Hiles and A. McElrath attended SC Gun Law training in Spartanburg on February 21, 2020.
- K. Pressley instructed MCAA 101 classes February 19 and 20, 2020, at the Municipal Association in Columbia.
- New A/V system was installed in the courtroom.

Greer
City of Greer, SC

Category Number: VII.
Item Number: E.

AGENDA
GREER CITY COUNCIL
3/24/2020

Parks and Recreation Activity Report - February 2020

ATTACHMENTS:

	Description	Upload Date	Type
	Parks and Recreation Activity Report - February 2020	3/19/2020	Backup Material

City of Greer Parks & Recreation Department

Monthly Report for February 2020

8U Basketball All Star Team Western District Champions

"Creating Community through People, Parks and Programs"

Bids

- Bid opening for Greer City Park landscape bed mulch was held on February 14. The bid was awarded to Dreamscape Landscaping, Woodruff, SC.

Department Projects

- Kids Planet:
  - Council approved Raby Construction as the low bidder for both grading and site work on February 11.
  - Demolition is 100% complete.
  - Pre-construction meeting was held, on February 12 at the Operations Center, with grading contractor, GCRA, playground equipment provider and engineer.
  - Staff walked the site with the demolition contractor and the grading/site work contractor on February 17. Currently working on drafting the contracts for grading and site work, mobilization and permitting for Raby Construction and permitting for Cunningham Recreation.
- Greer Golf Club:
  - Pricing for projects and operations at the Greer Country Club are currently being obtained.
  - Locks were changed, carpet cleaned, and kitchen equipment cleaned.
  - Obtaining quotes for pressure washing, painting, ceiling tile, and other course projects.
  - Facility is operating under "business as usual" while work continues towards the complete transition to the City of Greer.
  - Greer City Council Retreat was hosted at Greer Country Club on February 19.
  - The operation budget and logistics of running the pool and restaurant are currently in progress.
- Greer Awning began installation of the Victor Field batting cage on February 24.
- GCRA grants were finalized and submitted for youth and senior programs for the FY 20/21.

Department Trainings

- Gary Melton, Marty Knighton and Brian Wilson attended a pesticide certification course at Ewing Irrigation on February 4. Each received their yearly CEU's for their licensing.
- Cory Holtzclaw attended the SC LEAD training in Columbia, SC on February 6 and 7.
- Staff members completed NIMS 400 certifications at Greer City Hall on February 20 and 21.
- Staff attended the Bloodborne Pathogens training at Greer City Hall on February 25 and PPD reads on February 27.
- Meredith Anzur attended the SCRPA Programming Summit in Hilton Head, SC on February 26-28.

Department Participation

- On February 5, Robin Byouk and Sara Odom attended the Greer Comprehensive Plan roundtable representing the arts in a discussion about Natural and Cultural Resources and Community Facilities.
- Ann Cunningham and Red Watson attended the TRENDS conference in Columbia, SC on February 6 and 7.
- Justin Miller attended the Park Hop Committee meeting on February 11 to discuss the upcoming season program.
- Staff met with Elizabeth Adams, February 13, to discuss the Grand Opening of the Streetscapes Project.
- Staff members attended the Wellness Dodgeball event on February 17 at Victor Gym.
- Ann Cunningham and Red Watson attended the Greer City Council retreat on February 18 at the Center for the Arts.

Division Highlights

Athletics:

- FSCG academy soccer practices and games were facilitated at Greer City Stadium on Mondays, Tuesdays, Thursdays and Saturdays. These teams compete in the South Carolina Youth Soccer Association and travel throughout the state. The spring season will continue through mid-May.
- Youth basketball practices and games were held at Victor Gym on Monday through Sunday for 8U, 10U, and 12U age divisions. The Greer Parks and Recreation regular season was completed on February 24.
- Youth 8U and 10U All-Star basketball practices were held at Victor Gym. The 8U All-Star District Championship was held at Victor Gym on February 28 and 29 with teams from Laurens, Greenwood, Simpsonville and Fountain Inn. The Greer 8U All-Star team won the Western District Championship and will compete at the State Tournament in March at Mauldin. The 10U All-Star competed in the Western District Tournament at Laurens and finished as the Western District Runner-Ups.
- Youth wrestling (Tomahawk Youth Wrestling) practices were facilitated at Riverside High School on Tuesday and Thursday night. The wrestling season was completed for most of the participants with the inter-squad duals at Victor Gym on February 1 and 15. Six wrestlers will compete in the South Carolina Youth Wrestling Association Upper State and State Tournaments to be held on March 7 and 14 in Anderson, SC.
- Spring registration for youth soccer, baseball and girls softball was completed.
- Youth baseball evaluations were held at Century Park for 6U and 10U participants on February 17. The evaluation night, on February 18, for 8U and 12U participants was cancelled due to rain.
- Soccer drafts for U8, U10, and U12 teams was held on February 10 at the Operations Center.
- Youth recreational soccer practices on Monday and Thursday nights was held at South Suber Road Park. Age divisions are U6, U8, U10 and U12. Games will begin in mid-March and should be completed in mid-May.
- Baseball drafts were held on February 22 for all age divisions at the Operations Center. Practices are scheduled to begin on March 2.

Recreation:

- Interviews for Summer Camp Counselors began in preparation for the summer program.
- Summer Camp registration packets were completed and distributed to the public.
- Presidential Democratic Primary was held at the Needmore Recreation Center with 252 voters.
- The Recreation Division continued to facilitate the following programs:
    - Senior Action – Needmore Recreation Center, Mondays-Fridays (200 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)
    - Ham Radio Amateur class – Victor Gym (20 students monthly)
    - Indoor Pickleball – Victor Gym, Tuesdays and Thursdays (237 participants monthly)
    - Adaptive Pickleball Clinic – Victor Gym (26 participants)
    - Pickleball Coaching Clinic – Victor Gym (66 participants)

- SOAR (Seniors Out and ARound)

- There were 3 Line Dance Classes this month on February 5, 12 and 26 with an average of 28 seniors in attendance.
- Bingo was held on February 6 and 27 with 29 members in attendance each day.
- The monthly Movie Day was held on February 10 with 32 seniors in attendance to watch the movie "Playing with Fire".
- On February 14, the SOAR 5th Annual Valentine's Day Party was held at Greer City Hall. The lunch was catered by Stax's Catering and a performance by the "Old Men of Swing" was attended by 77 seniors for this fun event.
- A trip to Gaffney Outlets and lunch at the Cracker Barrel was enjoyed by 15 seniors on February 18.
- The month concluded with a Lunch Bunch visit to Fried Green Tomatoes in Greenville, SC on February 25. There were 19 seniors in attendance to enjoy great food and fellowship that day.
- The average attendance for the month was 33.

- Rentals for the month of February:
  - Recreation Centers: 10

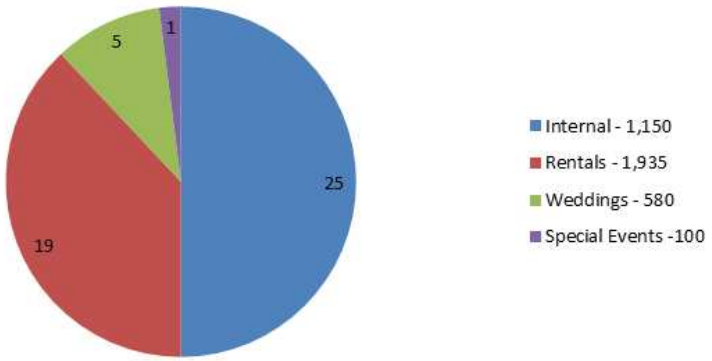
Cultural Arts:

- Daydrie Lane Osorio's artwork, a series of Van Dyke photographs titled "Conquering SCD: Portraits of Individuals with Sickle Cell Disease" was hung in the Wall Gallery at Greer City Hall. The Reception was held the evening of February 4 and featured guest speaker, Dr. Alan Anderson of Prisma Health Systems. The subject was Sickle Cell Disease. (SCD) Toyanita Jones, an individual with SCD and a subject of one of the portraits, was another featured speaker. Several of the men and women featured in the portraits were present at the reception, along with their families and support teams. Approximately 50 people were in attendance.
- The Ceramics Kilns were fired for the first time on February 4.
- At the Center for the Arts, Watercolor classes continued on Saturdays through February 8, and Ceramics classes continued on Thursdays through the end of the month. Patricia Sexton and Sara Odom alternated staffing the classes on Saturdays and staffing the Frozen JR rehearsals being held at Tryon Recreation Center simultaneously.
- On February 12, the Greer Station Association held their monthly breakfast at the Center for the Arts during which Robin Byouk gave all the members a tour of the facility and surrounding park.
- The 2nd Parent/Cast meeting for Frozen Jr was held on Feb 17. Rehearsals for Greer Children's Theater Frozen Jr continued every Monday, Tuesday, Thursday, and Saturday at the Tryon Recreation Center. Toward the end of the month, rehearsals were moved to the J. Harley Bonds Career Center.
- Two artists were interviewed for the Ceramics Studio; Ishmael Alfredo Gallegos and Jim Cullen.
- Robin Byouk and the Artistic Staff of Godspell Jr. had several organizational meetings. The GCT production is being conducted by GCAC Student Board. They were all interviewed for the roles they will be holding including; Asst. Director, Music Director, Choreographer, Stage Manager, Production Manager and Costume Designer.
- A meeting with the Artists at the Center for the Arts was held to discuss scheduling open studios and regular hours to be open to the public. The group also decided to give themselves a name, the "Greer Visual Artists" or "GVA" and invite other artists in Greer to join them, regardless of whether or not they rent a studio.
- The Foothills Philharmonic String Quartet performed on February 29 at the Center for the Arts. The Artists had their studios open during this event. Patricia Sexton staffed the event while Robin Byouk and Sara Odom worked Tech Day and Cue to Cue for Frozen JR at the J. Harley Bonds Center.

Events:

- The Events Division hosted 50 events, at which an estimated 3,765 guests visited the City of Greer Events Center.
- The First Greer City Hall Open House was hosted with over 50 people in attendance. Guests were able to view rental spaces, meet with staff, and view the facilities set up as a wedding. The event resulted in the scheduling of 3 weddings.

Rentals



Google Review

★★★★★ 2 weeks ago
We got married in the gazebo and it was AMAZING!!!
Best kept and cleanest park in the Upstate!!

Like

Survey Monkey Response

Are there any areas of improvement that you'd like to share with us?

Keep doing what you do! Your team is excellent!

Ambassador

February Monthly Numbers

Monthly totals	1st Shift Total	2nd Shift Total	Daily Total	1st Shift Avg	2nd Shift Avg	Daily Avg
Tuesday 1 Shuttle	54	30	84	13.50	7.50	21.00
Wednesday 1 Shuttle	42	23	65	10.50	5.75	16.25
Thursday 2 Shuttles	47	49	96	11.75	12.25	24.00
Friday 2 Shuttles	70	**202**	272	17.50	**50.50**	68.00
Saturday 2 Shuttles	**70**	139	209	17.50	34.75	52.25
Sunday 1 Shuttle	44		44	11.00		11.00
Total	327	443	770	13.63	22.15	32.08

Grounds Maintenance

- Division Staff:
    - Trimmed shrubs along Stevens Field outfield wall.
    - Rebuilt pitching mound at Stevens Field to prepare for baseball season.
    - Sprayed for winter weeds at Victor Field.
    - Built trash roll cart containers for Century Park Disc Golf course.
    - Installed janitorial shelving in the supply closet at Center for the Arts.
    - Replaced a control cable on the department JLG lift.
    - Installed permanent insulation to the louvers in Victor Gym.
    - Prepared Century Park for baseball evaluations.
    - Began winter weed clean up in turf area at various facilities.
    - Applied Spring pre-emerge to Center for the Arts landscape beds.
    - Calibrated push spreaders for application of Spring pre-emerge in March.
    - Installed new tires on the department JLG scissor lift.

Upcoming Events

- Food Truck Rollout – May 15 (City Park)
- Kids Planet Dedication/Opening – (Date TBD)
- Camp ARK – June and July (Location TBD)
- Tunes in the Park/Greer Idol – June 14-July 28 (City Park)
- Moonlight Movies – June 11-August 2 (City Park)
- Freedom Blast – June 27 (City Park)
- Streetscapes Grand Opening and Block Party – July 10 (Downtown Greer)
- Food Truck Rollout – August 21 (City Park)
- Spotlight on the Arts Gala – September TBA (Center for the Arts)
- Railfest – September 26 (City Park)
- Food Truck Rollout – October 16 (City Park)
- Artisan Makers Market – October 17 (City Park)
- Giving Thanks Art Show – November 10 (City Hall)
- Christmas Tree Lighting – December 4 (City Park)
- Breakfast with Santa – December 5 (Cannon Centre)

Current Projects

- Kids Planet Playground Renovation
- Greer Golf Club Project
- Parking Garage Project
- Streetscapes Ambassador Program
- H. R. Turner Field and Victor Park Restroom Facilities
- H. R. Turner Field Accessible Parking Area
- Springwood Park ADA Renovation

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
3/24/2020

Police Department Activity Report - February 2020

ATTACHMENTS:

	Description	Upload Date	Type
	Police Department Activity Report - February 2020	3/12/2020	Backup Material

GREER POLICE DEPARTMENT

February 2020 Monthly Report

Command Staff

Chief Hamby

Captain Pressley

Lt. Fortenberry-

Administrative Division

Lt. Blackwell-

Operations Division

Lt. Richardson-

Patrol Division

Lt. Varner-

Investigations Division

GREER POLICE DEPARTMENT

February 2020 Monthly Report

Lt. Fortenberry- Administrative Division

Staffing Report

2020 Greer Police Department Staffing Report				
Department	**Total Allocated Positions**	**Current Staffing Level**	**Individuals on Light Duty, FMLA, or Military Leave**	**Positions to Fill**
Sworn Officers	62 FT / 1 PT	59 FT / 0 PT	2	3 FT / 1 PT
Communications	12 FT	10 FT	0	2 FT
Detention	7 FT	5 FT	0	2 FT
Administrative	7 FT / 1 PT	7 FT / 0 PT	0	0 FT / 1 PT
Animal Control	1 FT	1 FT	0	0
Total	**89 FT / 2 PT**	**82 FT/ 0 PT**	**2**	**7 FT / 2 PT**

Volunteer Hours

Citizen's Academy Volunteer Hours 2020		
Month	**Monthly Total**	**Total YTD**
January	151.5	151.5
February	91	242.5
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Departmental Training Report

Month	Classes	# Of Students	# Of Class Hours	Total Training Time
Jan. 2020	11	191	76	1,444
Feb. 2020	11	194	112	1,282
Mar. 2020				
Apr. 2020				
May 2020				
June 2020				
July 2020				
Aug. 2020				
Sept. 2020				
Oct. 2020				
Nov. 2020				
Dec. 2020				
Total YTD				

Lt. Fortenberry- Administrative Division

Records & Data Entry - February 2020	
Reports Coded	472
Traffic citations entered into Database	2
Record Requests / FOIA	222
Incident & Supplemental Reports Entered/ Copied Over	402
Expungements Received	8
Expungements Researched/ Completed/ Sealed	9
Total Expungements Remaining (Started with 306)	297
Criminal History Checks	18
SLED Submittal	1

NGU Career Fair

Lt. Blackwell- Operations Division

Communications Center

Dispatch and Call Frequency	Jan-20	Feb-20	% Change From Previous Month	Year to Date 2019	Year to Date 2020	% Change from previous year
Number of 911 Calls	1,224	1,148	-6.2%	2,479	2,372	-4.3%
Incoming 7-Digit Line Calls	4,854	4,714	-2.9%	10,304	9,568	-7.1%
Police Calls for Service	2,836	3,136	10.6%	5,744	5,972	4.0%
Fire Calls for Service	761	711	-6.6%	1,536	1,472	-4.2%
Total Dispatched Calls	3,597	3,847	7.0%	7,907	7,444	-5.9%

Detention Center

Inmate and Process Total	Jan-20	Feb-20	% Change From Previous Month	Year to Date 2019	Year to Date 2020	% Change from previous year
Number of Adults Processed	103	134	30.1%	229	237	3.5%
Transported to Greenville	34	47	38.2%	88	81	-8.0%
Transported to Spartanburg	22	29	31.8%	63	51	-19.0%
Inmates Transport by Det. Off.	26	31	19.2%		57	
Inmates Transport by Patrol	30	45	50.0%		75	
Juveniles Processed	0	3	100.0%	3	3	0.0%
Hours Covered by Patrol	0	0	0.0%	0	0	0.0%

Detention Officers transported 40.8% of the inmates in February

Detention Officers tranported 43.2% of inmates year to date 2020

***Notable: Arrests up 30% and we booked 48 females**

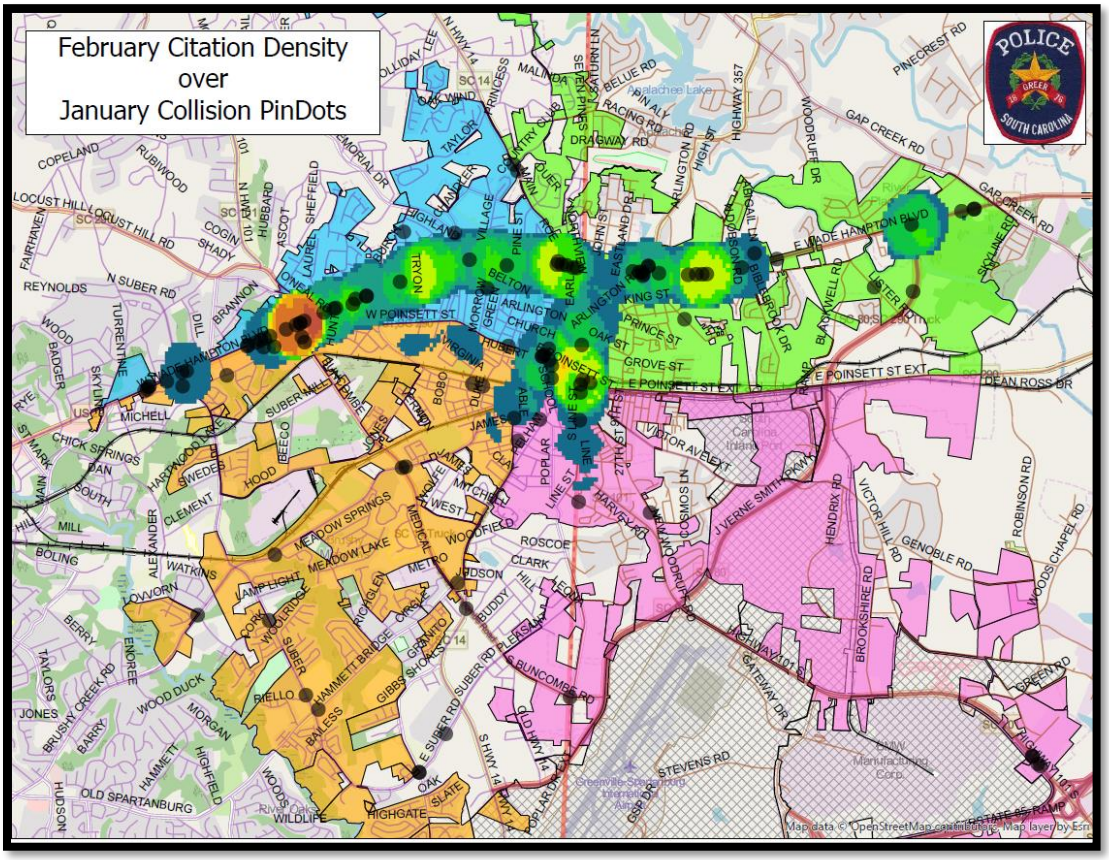
Animal Control Services

Animal Control Activity	Jan-20	Feb-20	% Change From Previous Month	Year to Date 2019	Year to Date 2020	% Change from previous year
Calls for Service	158	122	-22.8%	260	280	7.7%
Live Dogs Picked Up	8	6	-25.0%	19	14	-26.3%
Live Cats Picked Up	4	6	50.0%	11	10	-9.1%
Traps Delivered	6	6	0.0%	9	12	33.3%
Follow Up Calls	15	7	-53.3%	29	22	-24.1%
Citations Issued	0	1	0.0%	1	1	0.0%

Lt. Richardson- Patrol Division

Police Patrol Activity	February-19	February-20	% Change	Last YTD	YTD	% Change
Citations issued	283	641	126.50%	702	1,122	59.83%
Arrests	206	146	-29.13%	336	252	-25.00%
Incident Reports	290	328	13.10%	603	642	6.47%
Collision Reports	114	120	5.26%	258	256	-0.78%
Warning Citations	206	531	157.77%	615	976	58.70%
Patrol Miles	26,564	38,149	43.61%	56,385	73,458	30.28%
Warrants Served	82	102	24.39%	195	169	-13.33%

February 2020 Traffic Collision And Enforcement Efforts



The blue dots show where the proactive enforcement took place during the month of February. The density shows where collisions took place during January.

Lt. Richardson- Patrol Division

Proactive Efforts

Patrol Proactive Policing for February				
DUI Arrests	**Drug Charges**	**Driving Under Suspension**	**General Session Charges**	**Warrants Obtained**
7	35	82	56	70

Drugs Seized	**Weight**
Marijuana	120.8 grams
Meth	36.86 grams
Heroin	.4 grams
Cocaine	24.65 grams

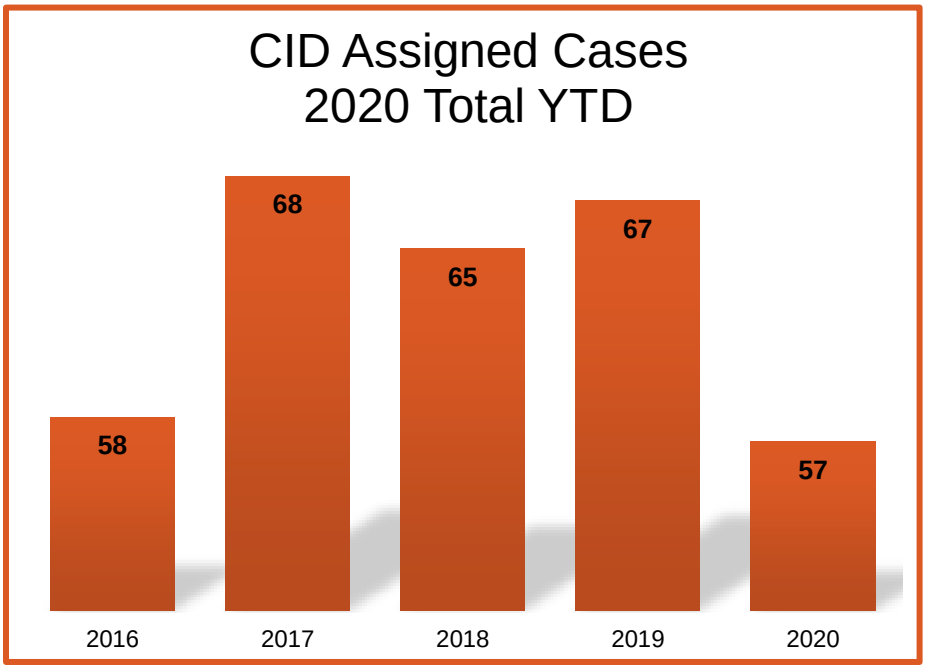
Patrol Community Engagement

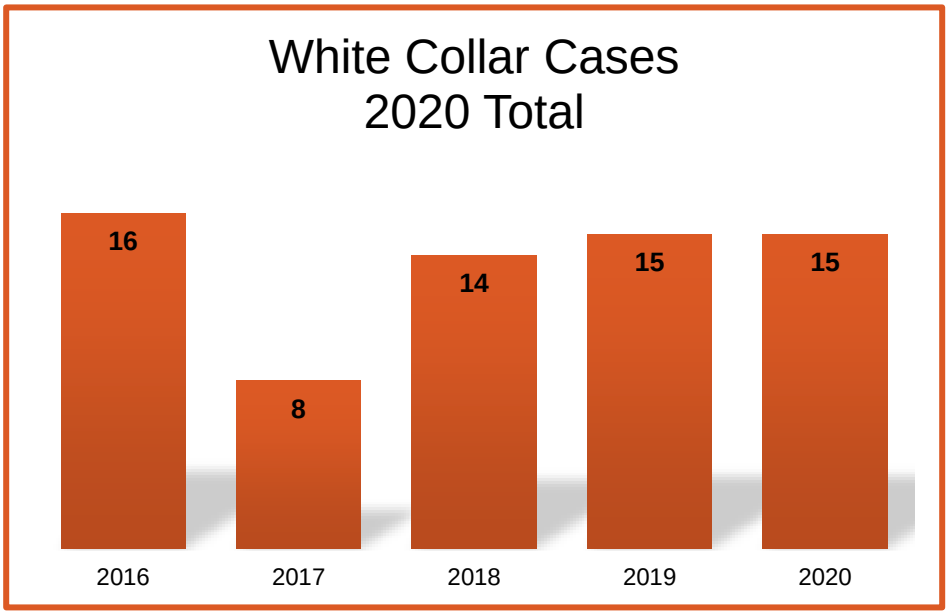
K9 Officer Stryker working at Greer Middle School

Lt. Varner- Investigations Division

Cases Assigned YTD

There were a total of 19 new cases assigned to CID in February 2020. Assigned cases were fairly evenly distributed case types this month, with white collar crimes and CSC cases being the highest two types. Burglaries to the new homes under construction are a concern and the items taken are new appliances.





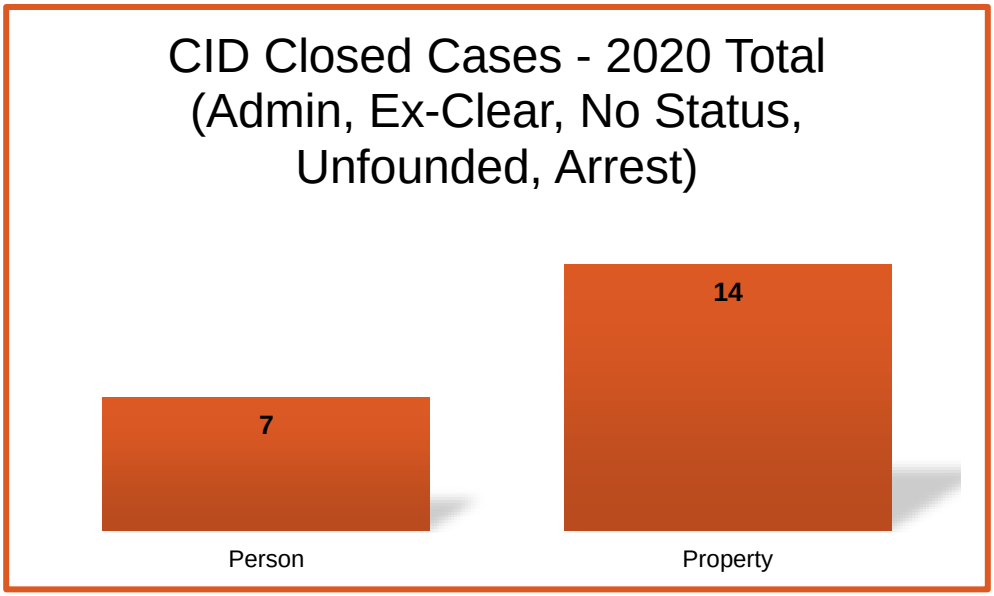
White Collar Crimes

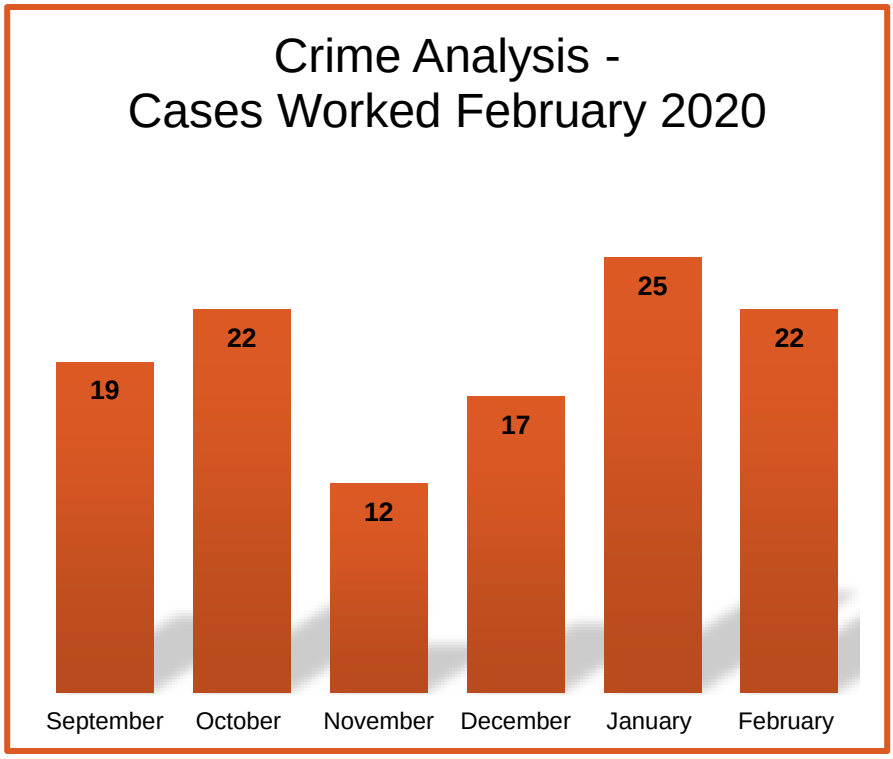
The case assignment for white collar crimes is consistent with the past couple years and will continue to be monitored in case Detective Bash needs additional assistance with working an overbearing caseload.

Lt. Varner- Investigations Division

CID Closed Cases

The chart represents the total number of closed CID cases through February 2020; broken down by crimes against persons and property crimes.





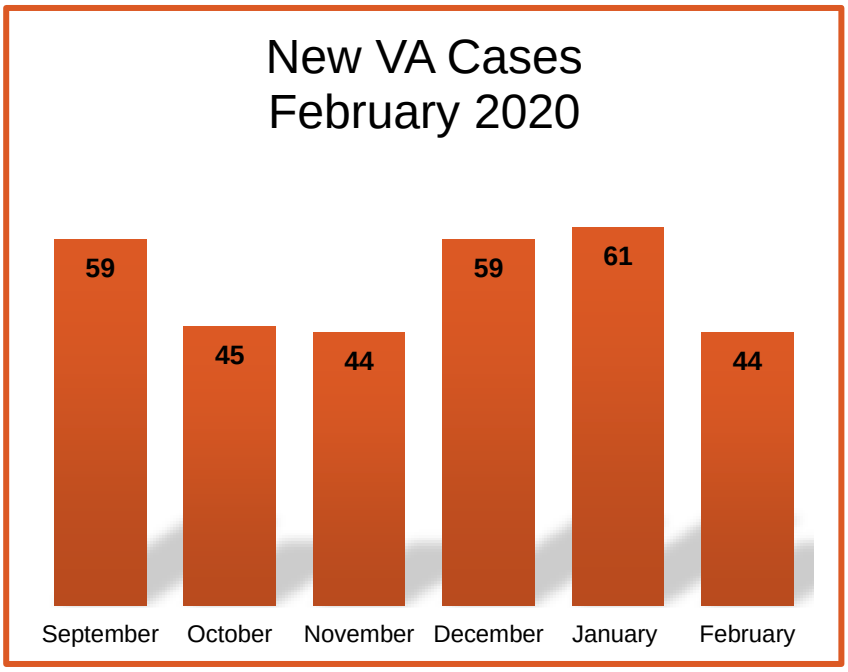
Crime Analyst Cases Worked

Crime Analyst Ellis worked 22 cases during the month of February, along with assisting officers with 9 analysis requests, and 6 bulletins created. Ellis created the presentation for the first Compstat meeting of this year and gathered info and created graphs for this year's departmental annual report.

Lt. Varner- Investigations Division

New Victim Advocate Cases

There were 44 new cases assigned in February 2020. The average number of cases in the last six months are 52 cases a month. Both victim advocates have been proactive in court appearances with victims in municipal court and DV court. There have been several incidences where they have assisted with DSS cases during February.



CID TRAINING/OTHER

- Lt. Varner, Sgt. Forrester, Crime Analyst Ellis, Victim Advocates Weibel and Eison all attended the supervisor retreat Feb. 6-7.
- Det. Hemric attended a multi-day Active Shooter Response training.
- All CID staff attended Blood borne Pathogen training.
- CID staff attended Compstat on Feb. 27.
- CID personnel worked within their areas of responsibilities and vehicles in preparation of the departmental inspection.
- Detectives covered Preliminary Hearing for Spartanburg County each Thursday of the month.
- Det. Arterburn attended Greenville County Grand Jury.
- Det. Prino attended Spartanburg Grand Jury.
- Det. Arterburn and Sgt. Forrester met with US Secret Service for several hours in reference to the email scamming case involving suspects from Nigeria and Ghana.

Category Number: VII.
Item Number: G.

AGENDA
GREER CITY COUNCIL
3/24/2020

Public Services Activity Report - February 2020

ATTACHMENTS:

	Description	Upload Date	Type
	Public Services Activity Report - February 2020	3/17/2020	Backup Material

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

FROM: PUBLIC SERVICES DEPARTMENT

SUBJECT: ACTIVITY REPORT FOR February, 2020

DATE: March 19, 2020

PUBLIC SERVICE CREW

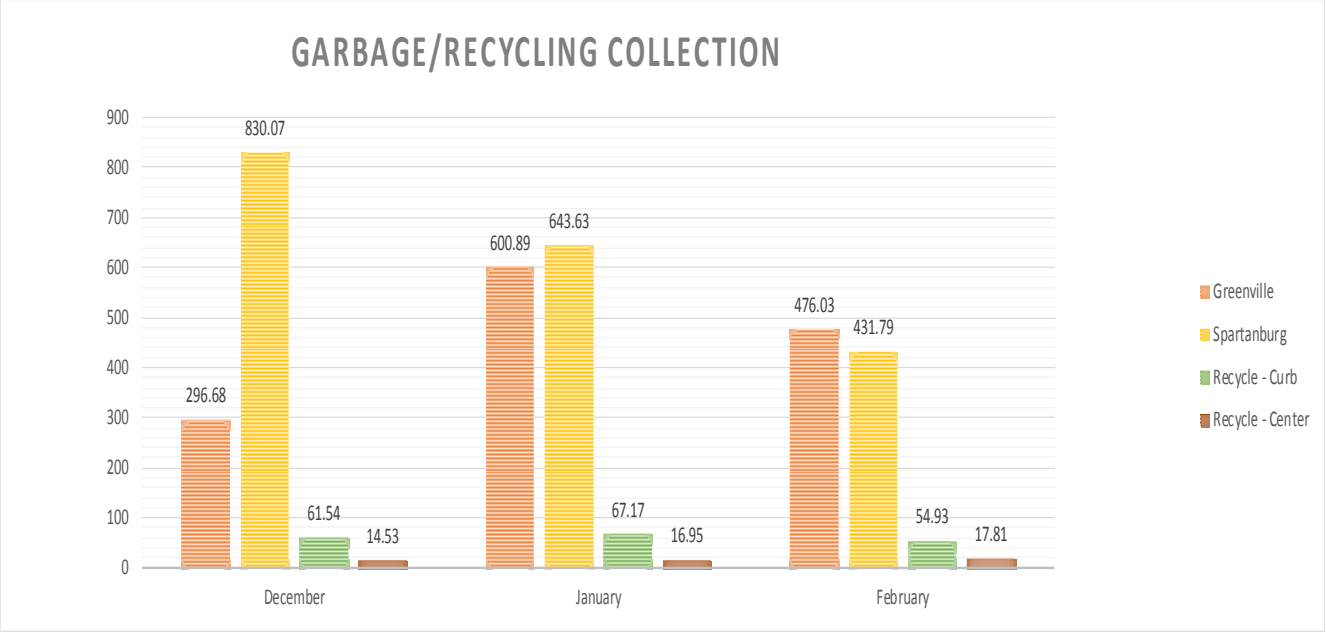
- Leaf trucks were run throughout the month
- Cut tree limbs back to curb line in Maplewood Subdivision
- Barricades were placed on Suber Road at Sweetbriar due to flooding
- Sand spreader and plows were prepped and ready for snow
- Pick up trash and car parts along Hwy 29
- Installed fence at Fire Dept on Poinsett
- Sprayed for weeds along curb lines throughout City
- Street sweeping debris, 5 loads of construction debris, 2 loads of brush, and 2 loads of e-waste were taken to the landfill.
- Painted line at Hwy 14 & Westmoreland
- Cleanup of snow removal equipment
- Ran skid steer broom on bridge at Biblebrook

CARTS DELIVERED

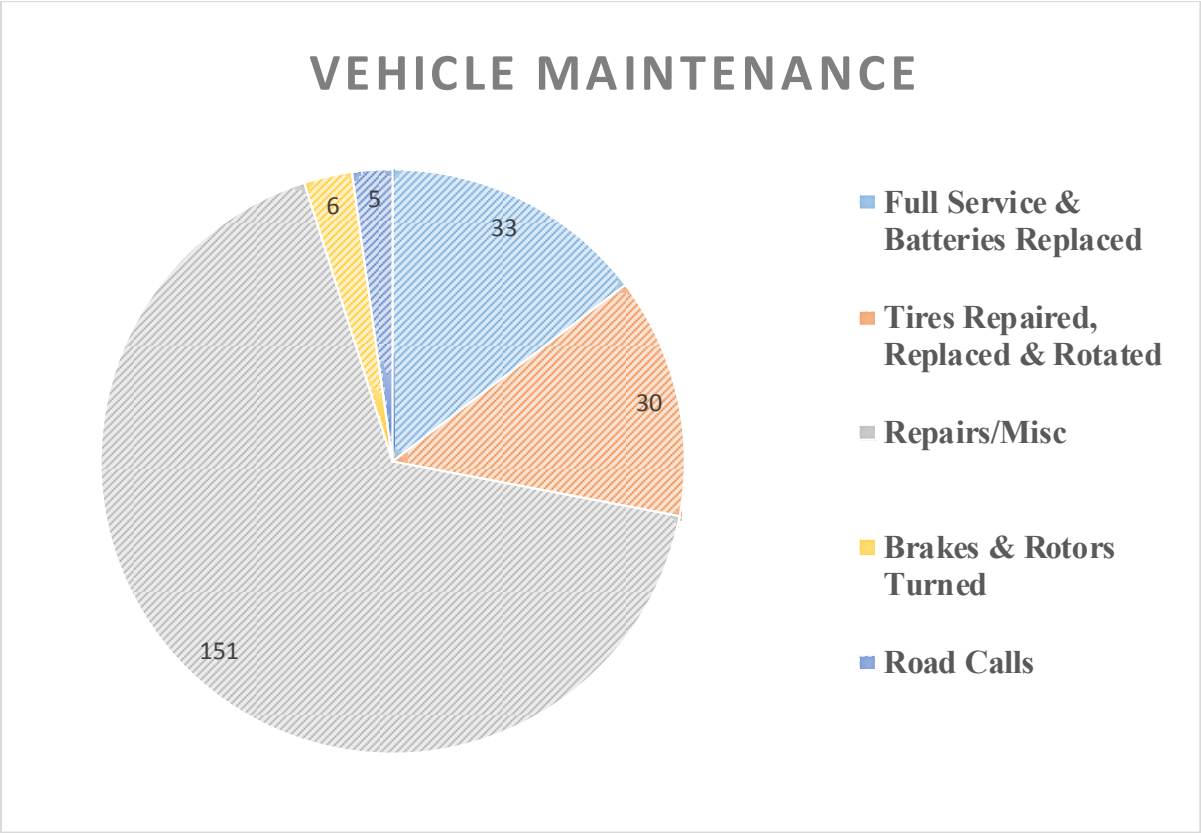
NEW HOME CARTS: 36 REPLACEMENT CARTS: 17

RECYCLE BINS: 65 CARTS REPAIRED: 19

YARD WASTE CARTS: 0



YTD Fiscal Year Totals: Greenville 5107.31 + Spartanburg 3258.36 = **8,365.67 Tons**



STORM DRAINS & CATCH BASINS

- Crews were sent out to clean out flow ditch on Bobo St. and Mt. View Cemetary
- Cleaned creek bank and cross over pipe on Circle Dr.
- Jet truck was run on Bobo St and Circle Dr.

STREET SWEEPER

- Street sweeper was run periodically throughout the month

POTHOLES

- Patched/repaired potholes on Moore St., Trade St., E. Bearden, E. Fairview, Ashdale Way, Wilson St., and Hampton

SIGNS REPAIRED/REPLACED

- Repaired/replaced street signs on Brushy Creek, Buncombe St., Mulberry, McCall, and S. Miller
- Stop signs repaired or replaced on Westmoreland & Marcie Ruch; Rose Haven

CITY BUILDING, AND CUSTODIAL MAINTENANCE

- Replaced all exterior door locks at golf course
- Worked on lighting at golf course
- Cleaned carpets at Police Department
- Painted 2 offices at the Police Department: Roll Call and Training Room
- Roofing repairs at Victor Gym, Museum, and Operations Center
- Cleaned Carpet on 2nd floor City Hall
- Sprinkler systems annual inspections: Police Department, Courts, City Hall, Cannon Center, and Operations Center

CITY ENGINEER

CITY ENGINEER –

Ongoing Engineering Projects:

- Blackwell Rd bridge – Coordinating inspections
- Pavement Evaluation for 2020-contract signed

Blackwell Rd bridge

- CSX Railroad bridge at Biblebrook road/bridge closure –planning and prelim design
- Mt. Vernon Rd @ Poinsett right turn lane – getting cost est.
- Faye Court drainage issue – waiting on cost est.
- Road Improvement Program – Consultant starting work
- Downtown Streetscape project – Site visits, inspections and coordination
- Trakit Project Management Software – On site training, testing (3-5 hrs/wk)
- US 29 Accel/Decel lanes – Coordinating with DOT
- Recycle Center Upgrade Phase 2 – on hold
- Lemon Creek speed humps – getting field data

Public Works Projects & Activities:

- Met with fuel system supplier
- Recycle Center monthly inspection completed for February

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:

- Views at Mt. Vernon – met with developer about site issues
- Hartwood Lake – sidewalk construction issues
- Cypress Landing – Sidewalk construction issues

Other:

- PAC site reviews (1)
- Road/drainage complaints checked (1)
- Annual Report prep
- Freedom Blast planning meeting
- Attended Comp Plan roundtable
- Stormdrain system evaluation planning meetings
- Budget preparation
- Attended GPATS 101 training
- Attended City Council retreat
- Bloodborne pathogen training
- Annual report video with Steve O.

STORMWATER MANAGER

STORMWATER MANAGER – (Robert Roux, Assistant City Engineer)

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

Pre-submittal Meetings		
Development Type	**Project Name**	**# Lots/Units**
Commercial	Carolina Rage Headquarters	NA
Residential	Gilbert St Townhomes (Grady Manor)	8
Commercial	Freeman Farms Industrial Site Prep	NA

Plan Reviews			
Development Type		**Review Type**	**# Lots/Units**
Commercial	Waffle House	Follow up	NA
Residential	Park Avenue Townhomes	Follow up	12
Residential	Walnut Hill Townes	Follow up	113
Residential	Walnut Hill Townes	Follow up	113
Commercial	Duke Energy BMW 100kW Reconductor	Follow up	NA
Commercial	Greer High Fire Lane	Follow up	NA
Commercial	Spinx 161 Major Mod	Initial	NA
Commercial	Carolina Rage Headquarters	Initial	NA
Residential	Gilbert St Townhomes (Grady Manor)	Initial	8
Commercial	Freeman Farms Industrial Site Prep	Initial	NA

Pre-Construction Meetings		
Development Type	**Project Name**	**# Lots/Units**
Residential	Paxton Meadows	51

2020 Stormwater Summary January 1st through February 29th, 2020		
Projects Submitted	**Plan Reviews**	**Preconstruction Meetings**
7	26	5

Historical Project Submittals	
Year	**Projects Submitted**
2020	7
2019	41
2018	46
2017	37
2016	41

2015	35
2014	34

As-Built Reviews		
Development Type	**Project Name**	**Review Type**
Commercial	The Southern Growl	Follow up
Commercial	GHS Greer Pediatrics	Follow up
Residential	Crosswinds Subdivision	Initial

Miscellaneous – Stormwater and Engineering

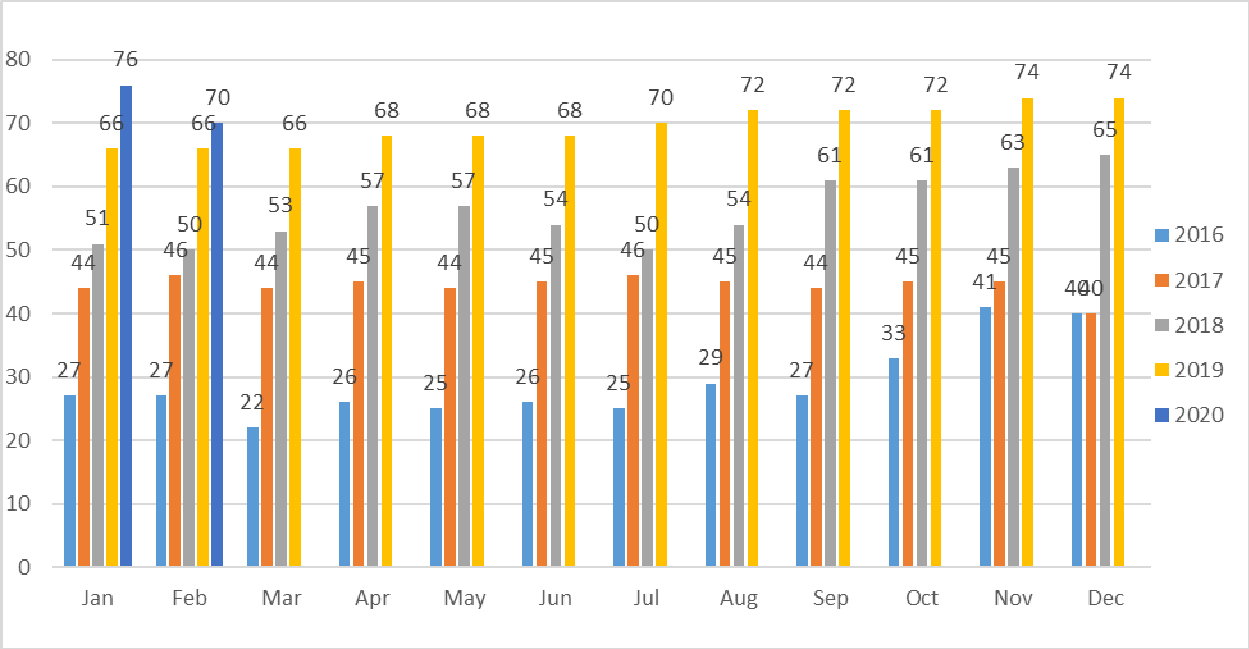
1) Investigated flooding areas from the February 6th storm event. Coordinated with Public Services staff on road closures. Picture right is the flood overtopping the Harvey Rd. bridge →

2) Numerous meetings and testing periods in preparation for Trakit Go Live date in March.
3) Capital Improvement projects – Meetings for Streetscape, Springwood Park Improvements, and City Hall ADA Improvements.
4) Attended City Comprehensive Plan Roundtable discussions.
5) Met at SCDOT District Office for the Wade Hampton Turn Lane project.
6) Attended Greenville-Pickens Area Transportation Study (GPATS) 101 Training Session at Greenville County Square.
7) Attended Bloodborne Pathogen Training.
8) Met with Post Office representative to discuss cluster mailbox requirements in new developments.
9) Final Plat Reviews for Mayfair Station, Brushy Creek Townes Ph 2, Sudduth Farms Phase 1A, and O'Neal Village Phase 3 Section 2.
10) Conducted the Roadway Dedication Inspections of Hartwood Lake and Cypress Landing.
11) Completed the site plan Engineering Reviews for the Spinx 161 Major Mod, Grady Manor Townhomes, and Carolina Rage Headquarters projects.
12) Working to analyze traffic speeds and counts in various subdivisions where speed bumps have been requested. Pictured below is the traffic analysis device.

STORMWATER INSPECTION

STORMWATER INSPECTION: Anthony Copeland/Brian Hunter

70 Active Site Inspected (Per Month)

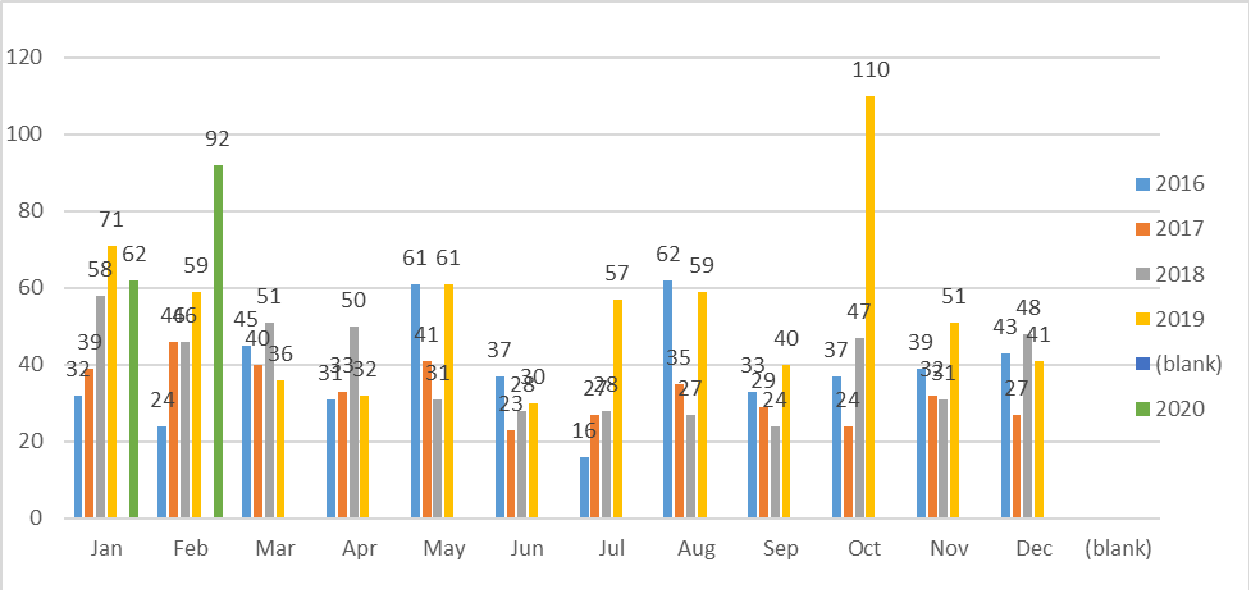


1. Jones Creek Gardens	2. Le Jardin Subd.	3. Crosswinds Subd.
4. Belshires Subd. Ph-2	5. Old Woodruff Rd. Ind. WH	6. API Box
7. Cranky Yankey Ph-2 WH	8. POM Storage	9. Cypress Landing Subd.
10. Franklin Point Subd.	11. Riverside Crossx OutParcel 3	12. Freeman Farms Subd.
13. Heatherfield Subd.	14. RV and Boat Storage Ph-III	15. Greer Express Carwash
16. Manor At Abner Crk. Subd.	17. Braeburn Orchard Subd.	18. Gibbs Cancer Center
19. Mayfield Crossing Subd.	20. Pleasant Dr. Subd.	21. Pelham Glen Subd.
22. Oneal Village Subd. Ph-1	23. Global Commerce Park Ph-II	24. Reserves At Richglen Subd.
25. Oneal Village Subd. Ph-2	26. Darrien Properties Lot 3	27. New Hope Baptist Church
28. Oneal Village Subd. Ph-3	29. Briar Ridge	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. Reserves at Redcroft
40. Views At Mt. Vernon	41. Hammett Bridge Town	42. Town City Retail
43. The Ledges	44. Hammett Bridge Res. Subd.	45. Creekside Manor
46. Brushy Creek Towns	47. Hartwood Lake Subd.	48. STI Phase II
49. Ozellas Ridge	50. Netzero	51. Hampton Inn
52. Piedmont Point Apt.	53. GHS GME Residence	54. O'Hare Project
55. O'Hare Project Utilities	56. Carolina Commerce	57. Magnolia Greens
58. Lear Corporation Addit.	59. Global Commerce	60. Affordable Suites
61.Brockman McClimon Rd.	62. Katherine's Garden	63. Branchwood Subd.
64. Sudduth Farms	65. Niffty Lift	66. Greer High School Addition
67. Overton Park	68. Abner Creek Elem. Addit.	69. Crescent Park Commons

70. Chick-fil-a		

STORMWATER INSPECTION: Anthony Copeland

92 Individual LOT Drainage Plan Reviews (Per Month)



Addressed Citizen Complaints: Anthony Copeland

Issue	Complaint Date	Address	Resolution	Completed
Receiving Stormwater Runoff from Dick Brooks Honda / Cemetery	2-4-2020		Swale located at the rear of Cemetery should redefined and the concrete ditch easement. Swale located at the rear of Cemetery.	On-Going

Addressed Citizen Complaints: Anthony Copeland

Issue	Complaint Date	Address	Resolution	Completed
Receiving Stormwater Runoff	2-7-2020	426 Issaqueena Dr. (Jamestown Estate)	Homeowner is receiving water neighboring Lot but this area is wetlands with underground springs, so there is nothing that City of Greer can do.	1-3-2020
Clogged Stormwater Pipes	2-7-2020	280 Old Woodruff Rd.	Visited this road during the large 5" storm event and it was determine that due to large amount rainfall and the speed of the water flow was creating sur-charge within the swales and inlets.	2-7-2020

Asphalt Activities Inspection: Anthony Copeland

Subd. / Project Name	Date	Operation
Saddle Brook (Road-E)	2/4/2020	Proof-roll Stone-base /Asphalt
Sudduth Farms (Sudduth Farm Dr.)	2/14/2020	Proof-roll Stone-base
Sudduth Farms (Sudduth Farm Dr.)	2/15/2020	Placement Asphalt Binder
Magnolia Greens (Magnolia Green Dr, Long Grove Ln	2/18/2020	Proof Roll Sub-grade
Freeman Farms (Road: B,D) Road: C-Sta: 0+00 to 5+50	2/28/2020	Proof Roll Sub-grade

Category Number: VII.
Item Number: H.

AGENDA
GREER CITY COUNCIL
3/24/2020

Website Activity Report - February 2020

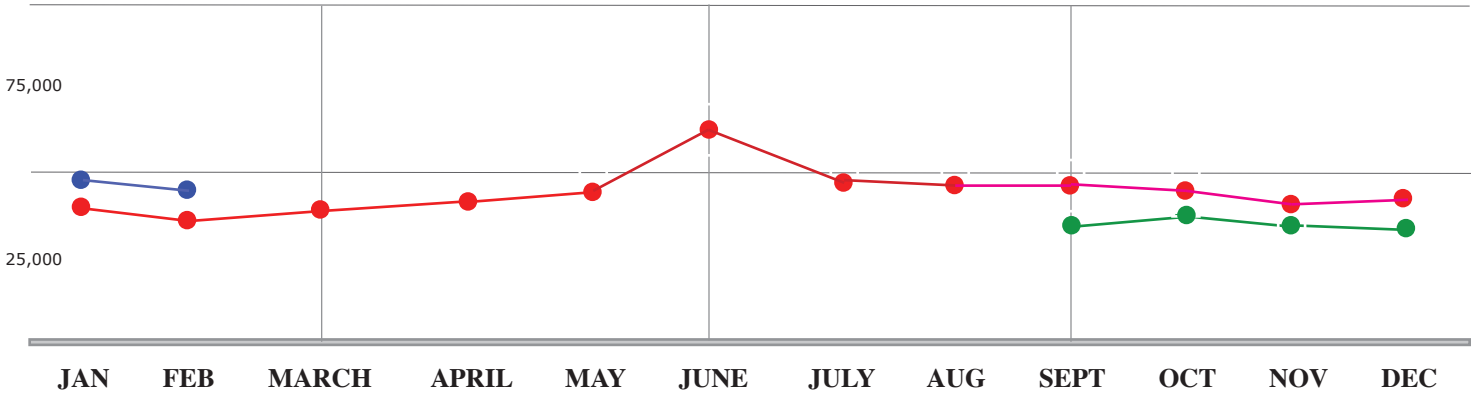
ATTACHMENTS:

	Description	Upload Date	Type
	Website Activity Report - February 2020	3/12/2020	Backup Material

City of Greer Website

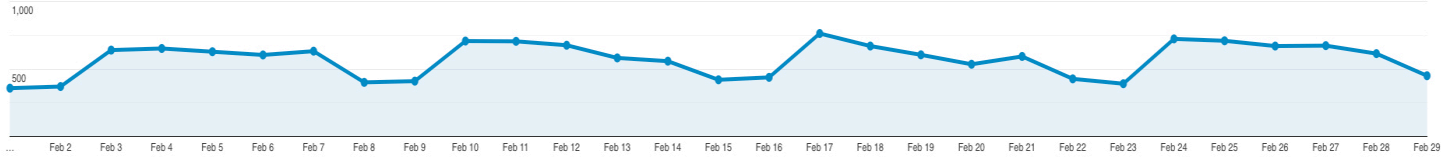
February 2020 Monthly Report

Total Page Views by Month



2020 2019 2018

Daily sessions at www.cityofgreer.org February 1-29, 2020



Visitors to www.cityofgreer.org

Total Users:	14.029 from 80 countries
Desktop:	47.4 %
Mobile:	49.6 %
Tablet:	3.0 %

Retention

Monthly Page Views:	45,451
Avg Pages per Session:	2.42
Average Time per Session:	2 minutes

Traffic Sources

Search Engines	65.5 %
Direct Traffic:	29.6 %
Social/Other:	4.9 %

Most Viewed Pages

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

Category Number: IX.
Item Number: A.

AGENDA
GREER CITY COUNCIL
3/24/2020

Board of Architectural Review

Summary:

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

ATTACHMENTS:

	Description	Upload Date	Type
	Hannon resignation	3/12/2020	Backup Material
	Board of Architectural Review	3/12/2020	Backup Material

From: Marney Hannon <marney.hannon@lafargeholcim.com>
Sent: Monday, February 10, 2020 12:51 PM
To: Brandon McMahan <bmcmahan@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

CITY OF GREER BOARD OF ARCHITECTURAL REVIEW
3 Year Terms

	DATE OF APPOINTMENT	TERM EXPIRATION
David Langley	May 14, 2019	**June 30, 2022**
106 Sandy Creek Court	June 28, 2016	June 30, 2019
Greer, SC 29650	June 11, 2013	June 30, 2016
	April 13, 2010	June 30, 2013
Residence 244-6899	Business 968-0224	Email dlangley@la-architects.com
Eddie Burch	August 13, 2019	**June 30, 2021**
116 Vandiventer Dr.		
Greer, SC 29650		
Cell 864-608-9991	Fax 864-404-2174	Email eburch@cdanjoyner.com
Brandon Price	June 12, 2018	**June 30, 2021**
124 Vandiventer Drive	June 9, 2015	June 30, 2018
Greer, SC 29650	June 26, 2012	June 30, 2015
Residence 877-7341	Business 877-6525	Email Brandon@smithandjames.com
Linda Wood	July 11, 2017	**June 30, 2020**
243 Cannon Street	June 24, 2014	June 30, 2017
Greer, SC 29651	June 14, 2011	June 30, 2014
Residence 877-9463	Cell 864-905-5244	Email Lwood9@aol.com
Marney Hannon	July 11, 2017	**June 30, 2020**
304 N. Miller Street	June 24, 2014	June 30, 2017
Greer, SC 29650	June 14, 2011	June 30, 2014
Residence 877-2644	Cell 864-420-7202	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.

Updated: August 14, 2019

Category Number: IX.
Item Number: B.

AGENDA
GREER CITY COUNCIL
3/24/2020

Planning Commission

Summary:

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

ATTACHMENTS:

	Description	Upload Date	Type
	Hopper resignation	3/12/2020	Backup Material
	Planning Commission Members	3/12/2020	Backup Material

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 <bmcmahan@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

CITY OF GREER PLANNING COMMISSION

Four Year Terms

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

Updated: June 14, 2019

Category Number: X.
Item Number: A.

AGENDA
GREER CITY COUNCIL
3/24/2020

Second and Final 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)

ATTACHMENTS:

Description	Upload Date	Type
Ordinance Number 7-2020	3/12/2020	Ordinance
Ord 7-2020 Exhibit A Map	3/12/2020	Exhibit
Ord 7-2020 Exhibit B Statement of Intent	3/12/2020	Exhibit
Ord 7-2020 Exhibit C Site Plan	3/12/2020	Exhibit
Ord 7-2020 Exhibit D Elevation	3/12/2020	Exhibit
Ord 7-2020 Rezoning Application	3/12/2020	Exhibit

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

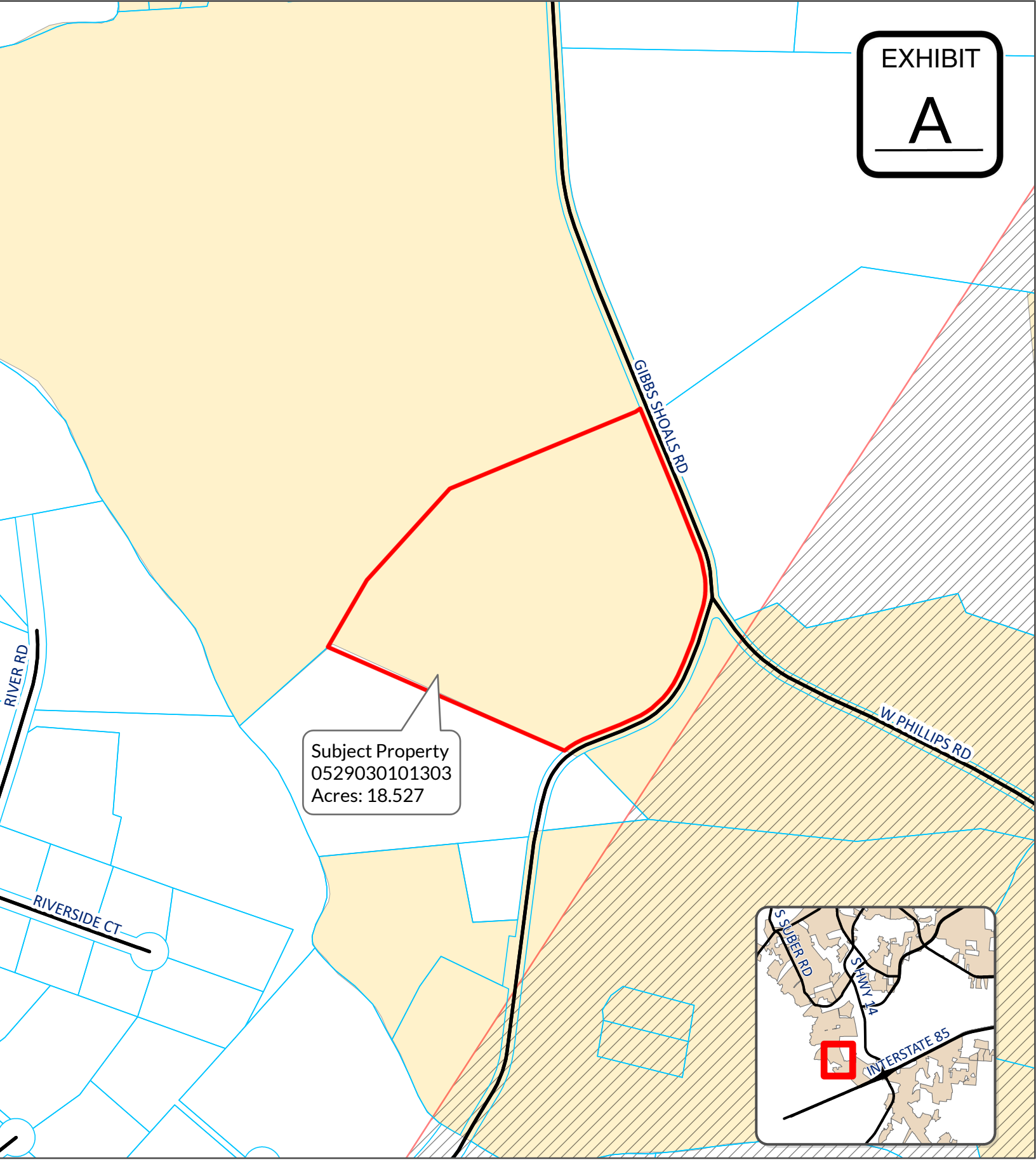
Introduced by: Councilmember Jay Arrowood

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

N

0 140 280 420 560 Feet

Streets

City Limits

Parcels

Created 2/28/2020 by City of Greer GIS

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.

EXHIBIT

B

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)

EXHIBIT C

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.

SITE DATA:

BUILDING TYPE: COUNT	# UNITS	# OF BUILDINGS	TOTAL UNIT
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)

0 30 60 120
SCALE: 1" = 60'

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

SEAMONWHITESIDE

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

Greer
City of Greer, SC

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@lazyrfarm.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@lazyrfarm.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

Category Number: X.
Item Number: B.

AGENDA
GREER CITY COUNCIL
3/24/2020

Second and Final 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	3/12/2020	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: Councilmember Wryley Bettis

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)
) **QUITCLAIM DEED**
COUNTY OF GREENVILLE)

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)

) **ACKNOWLEDGMENT**

COUNTY OF GREENVILLE)

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.

Category Number: XI.
Item Number: A.

AGENDA
GREER CITY COUNCIL
3/24/2020

First and Final Reading of Resolution Number 6-2020

Summary:

CONSIDERATION OF A PROPOSED ROAD CLOSURE (Action Required)
Presented by Ed Driggers, City Administrator

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution Number 6-2020	3/17/2020	Resolution
	Res 6-2020 Exhibit A Map	3/17/2020	Exhibit
	Res 6-2020 Exhibit B Attorney Letter	3/17/2020	Exhibit
	Res 6-2020 Exhibit C Email Greer CPW	3/17/2020	Exhibit

RESOLUTION NUMBER 6-2020

CONSIDERATION OF PROPOSED ROAD CLOSURE

WHEREAS, pursuant to an agreement between the City of Greer, CSX Railroad, and AHOP 143, LLC and Timberlake Properties, LLC, property owners of the property located at 690 Biblebrook Drive, the City proposes to close a portion of Biblebrook Drive, a city owned street, to demolish the wooden bridge over the railroad track, and to install a turnaround on Biblebrook Drive as shown on the drawing attached hereto as Exhibit "A;" and,

WHEREAS, pursuant to Ordinance 78-11, the City Attorney notified the public utilities companies, AT&T, Greer Commission of Public Works, and Duke Energy, of the proposed road closure as shown by the letter attached hereto as Exhibit "B"; and,

WHEREAS, Greer Commission of Public Works and Duke Energy do not object to the road closure as shown by their responses attached hereto as Exhibit "C." AT&T acknowledged receipt of the request for closure, but did not provide a response; and,

WHEREAS, Mayor and City Council have determined that it is in the best interests of the City to move forward with a public hearing for the proposed road closure; and,

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

Section 1. That the request for the closure and/or abandonment of a portion of Biblebrook Drive as shown in the survey attached hereto as Exhibit "A" shall be forwarded to the City Attorney and set for a public hearing pursuant to Ordinance 78-11.

DONE AND RATIFIED this 24th day, of March, 2020.

_____
Richard W. Danner, Mayor

ATTEST:

_____
Tammela Duncan, Municipal Clerk

Introduced by:

First and Final Reading: March 24, 2020

Approved as to Form:

_____

Daniel R. Hughes
City Attorney

EXHIBIT

A

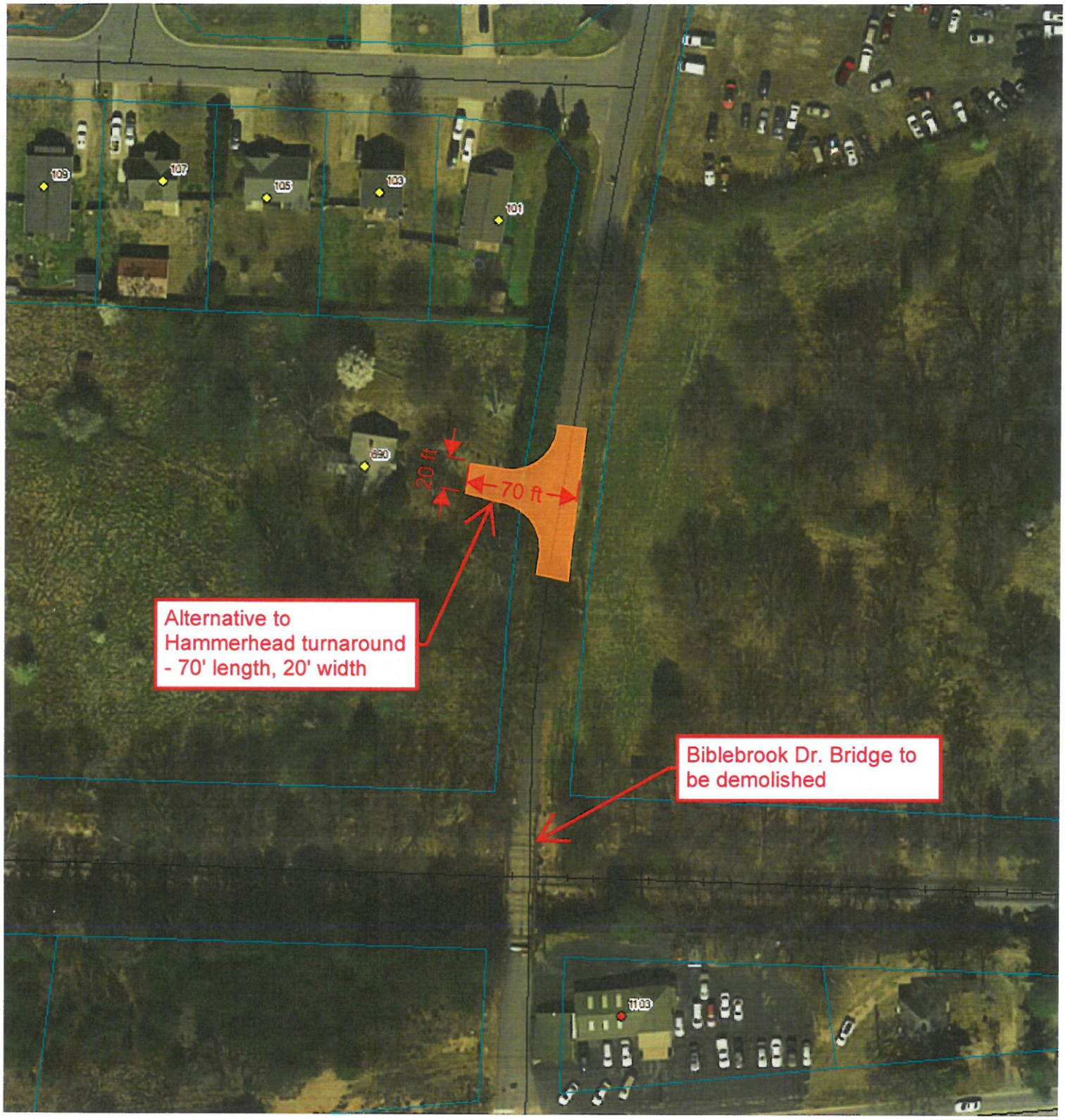

109
107
105
103
101
20 ft
70 ft
Alternative to Hammerhead turnaround - 70' length, 20' width
Biblebrook Dr. Bridge to be demolished
1103

EXHIBIT
B

PENGAD 800-631-6989

DUGGAN & HUGHES, LLC
ATTORNEYS AND COUNSELORS AT LAW

John B. Duggan
Daniel R. Hughes
Evan C. Bramhall

457-B Pennsylvania Avenue
Greer, South Carolina 29650
Telephone: (864) 879-0144 or (864) 334-2500
Facsimile: (864) 879-0149

Mailing Address
Post Office Box 449
Greer, S.C. 29652

February 20, 2020

AT&T
c/o C.T. Corporation System
2 Office Park
Columbia, SC 29223

Greer CPW
301 McCall Street
Greer, SC 29650

Duke Energy Carolinas, LLC
c/o C.T. Corporation System
2 Office Park
Columbia, SC 29223

Re: Biblebrook Drive
Our File No.: GR99.0456

TO WHOM IT MAY CONCERN:

This firm represents the City of Greer. Pursuant to Section 78-11 of the City of Greer Code of Ordinances, the City is working with CSX Railroad to close a Biblebrook Drive, a city owned street, and the wooden bridge structure over the railroad track identified as FRA Cross Number 640692H. Attached hereto is a drawing showing the location of the road closure property at or near the property located at 690 Biblebrook Drive and identified by Spartanburg County Tax Map No. 5-18-00-001-00 This area will become a turnaround for vehicles. Also attached is a letter from CSX that further identifies the Agreement between the City and CSX regarding this closure.

Pursuant to the requirements of Code Section 78-11, I am notifying all public utilities which may have an interest in this property to provide you an opportunity to respond to the request to close this portion of Biblebrook Drive. Pursuant to our ordinance, you have one week from the date of this letter to respond to this request. Please contact me directly at (864) 334-2501.

Sincerely,

DUGGAN & HUGHES, LLC

Daniel R. Hughes, Esquire

DRH/tab

EXHIBIT
C

PENGAD 800-631-6989

Daniel Hughes

From: Mark Harvey <Mark.Harvey@greercpw.com>
Sent: Tuesday, March 03, 2020 11:52 AM
To: Daniel Hughes
Cc: Marc Regier
Subject: Biblebrook Drive Closure
Attachments: 20200303_114417.pdf

Daniel:

Greer CPW has no utilities or facilities that will be effected by this road closure and bridge demolition, so no objection to this closure.

Let us know if you need anything else.

Thanks.

Mark

-----Original Message-----
From: smtprelay <smtprelay@GreerCPW.onmicrosoft.com>
Sent: Tuesday, March 3, 2020 11:44 AM
To: Mark Harvey <Mark.Harvey@greercpw.com>
Subject: Scanned image from Greer CPW

Reply to: smtprelay@greercpw.com <smtprelay@greercpw.com> Device Name: Greer CPW-Operations-85506165
Device Model: MX-3070V
Location: Greer CPW-Operations

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/
Email correspondence including any attachments to and from this address may be subject to disclosure to third parties under the South Carolina Freedom of Information Act. If you are not the intended recipient, you are not authorized to read, print, copy or disseminate this email or any attachments. If you receive this email in error, please notify the sender at this email address and destroy this email along with any attachments. Thank you for your cooperation.

Daniel Hughes

From: Cook, Cynthia J <Cynthia.Cook@duke-energy.com>
Sent: Monday, March 02, 2020 7:51 AM
To: Daniel Hughes
Cc: Farha, Demitra Sourlis; Cook, Cynthia J
Subject: RE: Duke Energy Carolinas comments on Railroad Crossing Closure Biblebrook Privileged and Confidential
Attachments: City of Greer RR closure 2020.02.24 Log 537253985.pdf

RE: Biblebrook Drive, Greer, SC Road Closure

Good Morning Mr. Hughes,

Duke Energy Progress ("DEP") has conducted a review of the proposed road and bridge closure as stated in the attached Notification letter.

As presented, DEP determined that the road and bridge closure will not affect access to DEP facilities. If plans change, please contact DEP so the project can be re-evaluated.

Thank you for seeking DEP's input.

Best Regards,

Cynthia

Cynthia J. Cook
Senior Paralegal|NC State Bar Certified | Duke Energy Office of General Counsel | Mail Code NC20
Duke Energy Corporation | 410 S. Wilmington Street | Raleigh, NC 27601
o: 919.546.5819 | f: 919.546.2169 | cynthia.cook@duke-energy.com

*****CONFIDENTIALITY NOTICE*****

This message is being sent by or on behalf of a lawyer. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

From: Daniel Hughes <dhughes@dugganhughes.com>
Sent: Wednesday, February 26, 2020 1:10 PM
To: Cook, Cynthia J <Cynthia.Cook@duke-energy.com>
Cc: Farha, Demitra Sourlis <Demitra.Farha@duke-energy.com>
Subject: RE: Duke Energy Carolinas comments on Railroad Crossing Closure Biblebrook Privileged and Confidential

Category Number: XI.
Item Number: B.

AGENDA
GREER CITY COUNCIL
3/24/2020

First and Final Reading of Resolution Number 7-2020

Summary:

ALLOCATION OF GREENVILLE COUNTY CDBG AND HOME FUNDS FOR PROGRAM YEAR 2020 (Action Required)
Presented by Mike Sell, Deputy City Administrator

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution Number 7-2020	3/17/2020	Resolution
	Res 7-2020 Subrecipient Recommendations	3/18/2020	Cover Memo
	Program Year 2020 Annual Action Plan Presentation	3/12/2020	Backup Material
	Public Hearing Notice	3/12/2020	Backup Material

RESOLUTION NUMBER 7-2020

ALLOCATION OF GREENVILLE COUNTY CDBG AND HOME FUNDS FOR PROGRAM YEAR 2020

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE **CITY OF GREER**

WHEREAS, the City of Greer participates in the Greenville County Urban County Program; and

WHEREAS, the funds received by Greenville County available for allocation by the City of Greer are as follows:

	CDBG	HOME
County Allocation	**$307,336**	**$108,263**
Program Income	**$105,000**	**$298,000**
Total	**$412,336**	**$406,263**

WHEREAS, the HOME funds may only be used to increase the supply of decent affordable housing for modest income persons, and CDBG funds may only be used to assist low and moderate income persons, reduce or eliminate slum and community blight, or meet an urgent community need where no other funding is available; and

WHEREAS, a public hearing was held at **6:30 PM on March 10, 2020** at Greer City Hall to provide opportunity for the public and the Mayor and Council of the City of Greer to review, discuss, and propose projects and activities for which these funds should be allocated by Greenville County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Greer accepts the allocation of funds as set forth above and budgets use of the funds as follows:

HOME funds – the amount of **$406,263** or such other amount as may be received in HOME funds in the **2020** program year to be used for new home construction and

owner-occupied rehabilitation activities for eligible low- and moderate-income applicants in the City of Greer;

CDBG funds – the amount of **$412,336** or such other amount as may be received in CDBG funds in the **2020** program year to be used for the following activities: **$292,336** for infrastructure improvements and public works projects; **$10,000** for Façade Improvement; **$25,000** for Economic Development Loans, and **$25,000** for the Investor Program to provide incentives for rehabilitation of rental properties. A total of **$60,000** in sub-recipient funding for public services/special programs will be allocated as follows: **$7,000** to the City of Greer Needmore Youth Summer Program; **$2,500** to the City of Greer Needmore Senior Program; **$13,600** to Creative Advancement Center; **$15,000** to Greer Community Ministries; **$14,900** to Greer Relief and Resources Agency, and **$7,000** to Communities in Schools in Greer.

ANY CHANGE in CDBG and HOME funding allocations, increase or decrease in funding, will be distributed on a pro rata basis to all activities.

PASSED, ADOPTED AND APPROVED, by the Council of the City of Greer on this 24th day of March 2020.

CITY OF GREER, SOUTH CAROLINA

_____
Richard W. Danner, Mayor

Attest:

_____
Tammela Duncan, Municipal Clerk

Reviewed:

_____
Ed Driggers, City Administrator

faGCRA
Greenville County Redevelopment Authority

March 18, 2020

Ed Driggers
City Administrator
City of Greer
301 E. Poinsett Street
Greer, SC 29651-3708

Re: Subrecipient applications received for Public Services in the City of Greer Program Year 2020-2021

Dear Mr. Driggers:

The Greenville County Redevelopment Authority (GCRA) received and reviewed six total applications submitted by organizations interested in providing community services in the City of Greer, using the Community Development Block (CDBG) for Fiscal Year 2020-2021. A total amount of $76,000 was requested from the six organizations. As always, GCRA receives funding request that exceed the amount available, despite the City of Greer's increase in funding for Fiscal Years 2019 and 2020. In 2019, the City of Greer increased its CDBG Public Service allocation to $60,000 from prior years of $41,000.

GCRA staff reviewed and scored each application to determine if submittal met GCRA requirements for application completeness, use of funds eligibility, experience, administration of funds, and project design. Staff also reviewed the number of persons served, any significant increase in service, the total project budget for each application, and reviewed the other funding sources identified in each application. Enclosed you will find a short description of the activities and request, along with the scoring sheet, and expenses to date. Our recommendations are as follows:

1. City of Greer Parks and Recreation -Needmore Summer Camp
   The application request was for $7,000 in operational costs, specifically for Needmore Community Summer Program, supplies, and activities.

   Recommendation: $7,000 for supplies and activities.

2. City of Greer Parks and Recreation -Cannon Senior Center Program
   The application request for $7,200 to provide Virtual Reality initiative for seniors.

   Recommendation: Staff recommends $2,500 in funding for eligible senior activities.

3. Creative Advancement Centers
   The application is for $20,000 to operate an afterschool program. The request is for after school counselor, 5 scholarships for low income families, and operational costs including supplies and materials.

Recommendation: $13,600 for After school counselor, 5 scholarships for low income families, lease of facility, supplies and materials.

4. Greer Community Ministries, Inc.
The application submission is for $20,000 toward the purchase of food for Greer Community Ministries' mobile meals, senior dining, and food pantry programs as well as equipment.

Recommendation: $15,000 toward purchase of food for mobile meals, senior dining, and food pantry programs.

5. Greer Relief and Resou rces Agcncv, Inc.
The application is for $14, 900 for emergency financial assistance towards rent/utility payments or prescriptions for low income residents, case management, and Charity Tracker services.

Recommendation: $14,900 for case management and Program services.

6. Communities in Schools in Greer (Chandler Creek Elementarv)
The application is for $7,000 for student services addressing scholastic achievement family support network via student support specialist.

Recommendation: Staff recommends funding $7,000 for student support specialist.

Additionally, two HOME applications were received and reviewed for FY 2020 funding period for two new construction of affordable housing units in Needmore and Sunnyside Communities from the following non-profit agencies:

1. Nehemiah CRC: To construct one new homeownership unit in the Needmore Community. The housing unit is targeted for family earning from 61% - 80% Area median Income. The total development cost is $188,209 and funding request is for $80,000. Funding request breakdown is $40,000 from HOME fund and $40,000 from the Greenville County Affordable Housing (GCAHF). Staff recommends funding of $40,000 fund from previously allocated HOME fund and $26,000 from GCAHF.

2. Greer Community Outreach: To construct one new rental unit in the Sunnyside Community. The proposed housing unit is targeted for family earning between 51% - 60% Area median Income. The total development cost is $1401,335 and the funding request is for $104,505. Staff recommends funding of $64,000 from HOME fund.

ifa GCRA

Greenville County Redevelopment Authority

As always, the Greenville County Redevelopment Authority Board and staff appreciates the great working relationship with the City of Greer. If you have any questions or need additional information, please let me know. I can be reached at 242-9801, extension 114.

Sincerely,

cjL/a

John Castile
Executive Director

ENCLOSURES

Recycled Fiber

FY 20-21 Greer - CDBG Subrecl 1>lents (Page 1 of 1)

Total Rl muested: a.n.100

	Name of sutliNdaMnfs	PriJPOSiil # Hiuseholds/Pi opletD be served	Target Poallfdon	Eflglble c:atllgory of a-M..M..	FY 17-18	FY 18-19	FY 19-20	ram1	Detallifor	20-21 Amount R	Staff Recommendation
1	Cty ol Greer· Summer Camp Program Needmore CommunltyCt!nter	SO children	Below 80% AMI	Youth Services	$1000.00	SI 000.00	<t:9160.00	PnMdes summere<1mp that will operate 6/21-8/21 will enjoy 11d trips, cultural activities and lunch.	Supplies $4SOD Activities ("""""	,.17,0 OO–	gllQ0.00
2	Ctv of Greer·Senior	200Seniors	Seniors from SOAR and Senior Action 1Jfoaram	Senior Se!"ices	7 000.00	7 000.llO	5.,280.DO	Virtual Reality lnltlallve using technolosv to discover the worlds through travel, guided tours In various countries, and allow seniors to interact with past generation of music pets and nature through virtual realilv,	(3) MYND VR Units $300/month for 24 months	S7 z00.m	O.UIO.flO
3	Creative Advancement	100Children	Families Below 80% AMI	Youth Services	(10 000.llO	t:10000.00	$10960.00	Provides afterschool prosram for disadvantaged chlldren at risk.	After School Counselor $6,000 Supplies $4,200 Operations/Lease of Facility $6,800 5Scholarships $3,000 Total J11....., Costs :S6436	20000.00	$13 60000
4	Greer Rlef	70 HH/140 duals	!!Jow 80% AMI	Emergency lance	7000.00	$1.600.00	$7 000 llO	PJV!!!QeS ernetJlency assistance to Greater Greer community In Greenville CO!ilnt\l for financial assistance with rent or utilities, and prescriptions &s wI as new RENEW program and Charity Tracker database.	$10,000 for financial aulstance for low Income/ elderly/disabled $2,000e<1se management $600for Charity Tracker Total Pl1:ii..rtCmts:S19780	S14 900.00	&!JOQ.00
5	Greer Community Ministries	300 miv!!luals	Homebound/ ElderhlJ Disabled	Hand1eapped Services/ Seniors	SU OOO.OO	$15000.00	$15 000.00	Operations to run me1ls on wheels nmaram for Greer.	$20,000 for food purchases Total Costs: 150 000	$20 ODO.DO	$15 000.00
6	Communllles In Schools- Chandler Creek ElernentaN	977Chlldren	Students with Free r reduced lunch	I Youth Services	Ria	$0.DO	$7.000.llO	Pr011rammin1 ran&ln1 from physical and mental wI-being. to those addressln1 scholutk achievement, to family and community support nellNorks, there has been continuous success In helping students and families Identify and reach 11s.	$7,000 for Student Support Specialist Total Project Costs: U41S""..	$7,000.00	$7 000.00
Total										Sn ioo.oo	UAriMOO
Balance											moo

2020 - 2021 C:DBG - FI1NDING TOTALS FOR GREER SCORING SHEETS

AGENCl'	Al'PLICATION (501	ELIGIBlkn (125}	EXPERIENCE(751	AllMINISTRATION < 1001	PRO.IECT (1501	G RAND TOTAL (500}
Parks & R :creation Cannon Center {Sr)	54	15	18	95	144	446
Parks &. Rccrcetmn Nccdmorc Ccnler (Y)	60	147	90	119	175	591
Creallvc Advancement	60	150	90	118	177.5	5%
Greer Community Ministries	60	147	90	119	177	593
Greer Relief & Resources Agency	60	154	90	120	177S	602
Communities In Schools· Greer	60	146	90	119	173	588

City of Greer
FY 2020 Annual Action Plan Public Hearing

GCRA

Date: March 10, 2020

Location: City of Greer City Hall

Greenville County

2020-2024 Consolidated Planning Process

FY 2020 Annual Action Plan

- The Annual Action Plan is Greenville County's Application to the Federal Government (US Department of Housing and Urban Development) proposing the use of Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG).
- FY 2020 funds is for the period beginning July 1, 2020 to June 30, 2021.
- This funding period also marks the 1st year allocation of funds and activities for the Greenville County's 2020-2024 Consolidated Plan.

Entitlement Federal Funds Administered

- **Community Development Block Grant (CDBG):** Provides decent housing, suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons (by area, for limited clientele, or presumed benefit). At least 70% of CDBG funds must be used for activities that benefit individuals with low to moderate incomes.
- **Home Investment Partnership Program (HOME)** – 1990: used to increase the supply of decent affordable housing for low-and-moderate income persons. Used for homeownership or rental units, homebuyer assistance or rehabilitation housing units. Each participating household must be income-qualified.
- **Emergency Solutions Grant (ESG) -** 2011 (Replaced previous Emergency Shelter Grant -1989 – 2010): broadens existing emergency shelter and homelessness prevention activities and **adds short and medium-term rental assistance and services to rapidly re-house homeless people. Places a greater focus on homelessness prevention for persons at risk of homelessness and rapid re-housing assistance for homeless persons.**

FY 2020 – 2024 Consolidated
What is a Consolidated Plan?

Definition

- The Consolidated Plan is a five-year planning document that establishes a unified and coordinated effort from the jurisdiction.
- Describes the housing needs of the low- and moderate-income residents, homelessness and Community Development activities.
- Outlines strategies to meet the needs and allocates all resources available to implement the strategies.

Purpose

- This document is required to receive HUD Community Planning and Development funds.
- All entitlement communities are required to prepare Annual Action Plan for each year of the 5-Year Plan.
- The Consolidated Plan also serves as the application mechanism and budgetary document for the CDBG, HOME and ESG programs.

Consolidated Plan Contents

Consolidated Plan Goals

- To provide decent Housing
- To provide suitable living conditions
- To expand Economic opportunities
- To promote neighborhood revitalization

Consolidated Plan Components

- Citizen Participation Component
- Demographic data & analysis
- Needs assessment
- Market Analysis & Assessment
- Neighborhood Revitalization/Selection Process
- Five Year Strategic Plan - Goals, Objectives and Strategies

FY 2020- 2024 Greenville County Consolidated Plan Citizen Participation process

- Greenville County Redevelopment Authority Staff conducted Kick off session – January 30, 2020

- GCRA conducted Citizen Participation – Needs Assessment in Greer on February 27, 2020 @ 6:300 pm in the Public Library Hall. (Residents of Sunnyside and Needmore communities were in attendance).

- Comments are still being solicited; monkey survey is also available via GCRA website – link .
  - https://www.surveymonkey.com/r/9785TSM

Greenville County, SC
FY 2014 - 2018
5- Year Summary - Accomplishments

107,006 – Assisted via Public Service programs.

21 - Business assisted via ED Loans & FIP

Housing Units
890 Units Total

- 547 Homeownership /Homeowner Units
- 343 Rental Units

Infrastructure and Facility Improvements completed in Unincorporated Areas and Municipalities

ESG – Program – addressing homelessness
123 – Rehousing
185 – Prevention
3,278 – shelter
7,870 – Outreach activities

360 Households were assisted with Home Repairs, Owner Occupied Rehab & Mortgage Loans.

Key Takeaways from Volume 1 – SC Housing Needs Assessment

- One in four SC renters experiences severe cost burden.
- The average renter cannot afford a basic two-bedroom apartment in 41 of 46 counties statewide.
- We have, by far, the highest eviction rate in the nation.
- There are only enough subsidized rental units to serve one in five low-income renter households.
- Thousands of people experience homelessness nightly.
- Shelter poverty afflicts 32 percent of SC households, costing the state's economy $8.4 billion annually.

Severe Cost Burden

- **22.8%** of Greenville County renters spend more than half of their income on rent and utilities.
- **14,341** households are severely rent burdened.
- **Two thirds** of the county's extremely low-income* households are severely cost burdened.

* 30% of area median, or about $15,000 for a single adult

GCRA Housing Programs

- **First Time-Homebuyer Down Payment/Closing Cost Assistance**
- **Owner-Occupied Rehabilitation**
- **Home Repair**
- **Permanent Mortgage to Homebuyers** at or below market rate interest.
- **Affordable Housing Development** for eligible home buyers and tenants.
- **Housing Partner** – Development Gap Financing
- **Rapid Re-Housing and Homeless Prevention** – Rental Assistance

2019 HUD Income Limits: Greenville County

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Greenville-Mauldin-Easley, SC HUD Metro FMR Area	$71,700	Very Low (50%) Income Limits ($) Explanation	25,100	28,700	32,300	**35,850**	38,750	41,600	44,500	47,350
		Extremely Low Income Limits ($)* Explanation	15,050	17,200	21,330	**25,750**	30,170	34,590	39,010	43,430
		Low (80%) Income Limits ($) Explanation	40,150	45,900	51,650	**57,350**	61,950	66,550	71,150	75,750

City of Greer
Proposed funding

FY 2020 Annual Action Plan
Budget

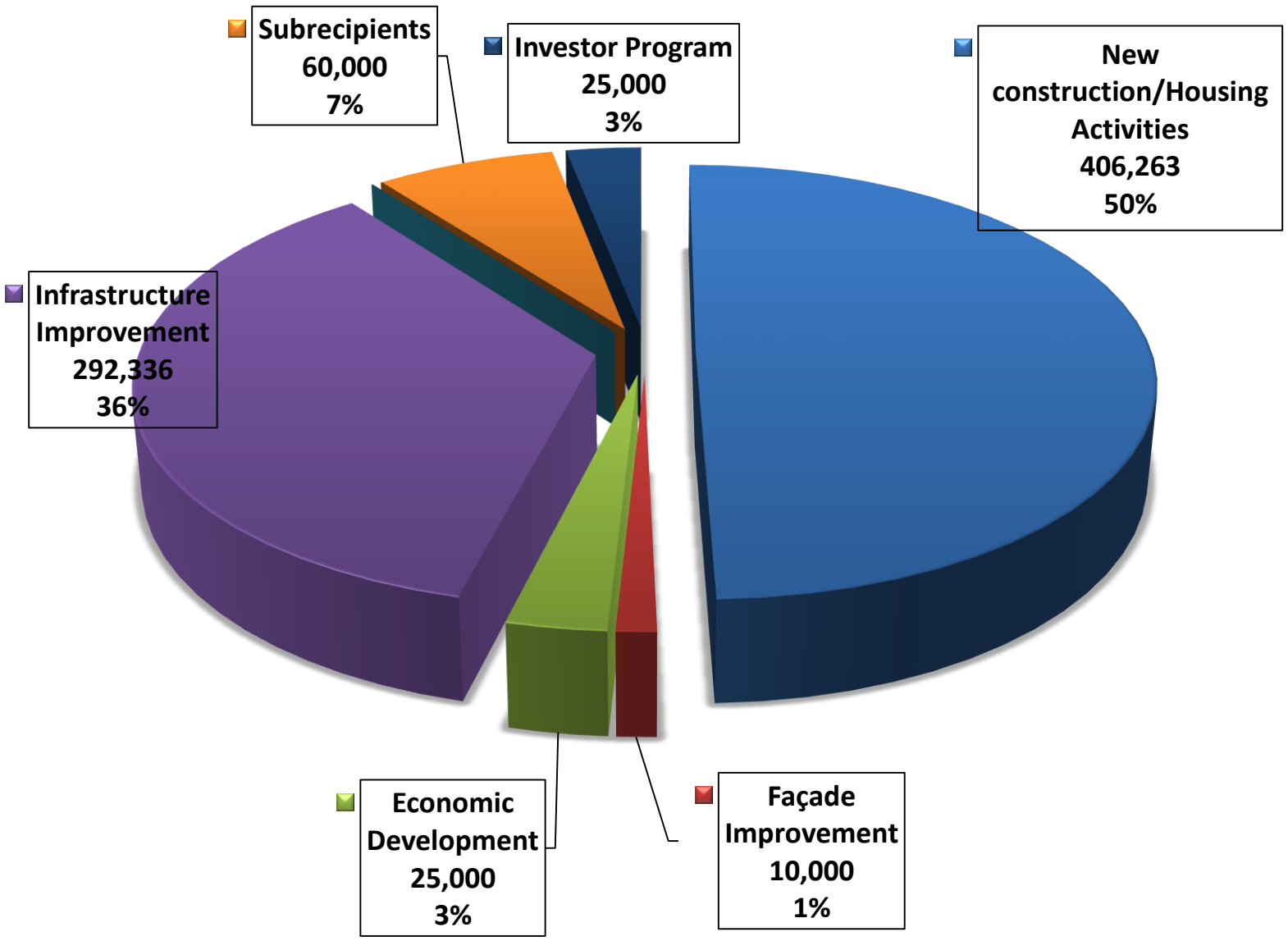
FY 2020 AAP Budget

City of Greer

Greer - Allocation						
PROJECT / ACTIVITY	CDBG	CDBG-PI	HOME	HOME-PI	TOTAL	Percent
Planning	-				-	0
Acquisition	-				-	0
New construction	-	-	108,263	298,000	406,263	50
Façade Improvement	10,000	-	-	-	10,000	1
Economic Development	25,000	-			25,000	3
Infrastructure Improvements	187,336	105,000			292,336	36
Facility Improvements	-	-			-	0
Subrecipients	60,000				60,000	7
Investor Program	25,000				25,000	3
TOTAL ALL FUNDING SOURCES	**307,336**	**105,000**	**108,263**	**298,000**	**818,599**	**100**

FY 2020 Budget Breakdown

$818,599



City of Greer
FY 2019 Proposed CDBG fund
Subrecipients Allocations: $60,000

	Name of Public Service Agency	Proposed Use CDBG fund	Recommended Allocation
1	Greer Parks and Recreation – Needmore Youth Summer Program	Summer Program – supplies and materials Requested $7,000	$7,000 (Summer supplies and Activities)
2	Greer Parks and Recreation – Needmore Senior Program	Virtual Reality Initiative Requested $7,200	$2,500 for an eligible Senior Program
3	Creative Advancement Center	Afterschool Program – lease of facility, counselor, scholarships, supplies and materials Requested $20,000	$13,600 – lease of facility, supplies, materials and scholarship for LMH.

City of Greer
FY 2020 Proposed – CDBG Fund
Subrecipients' Allocations

	Name of Public Service Agency	Proposed Use CDBG fund	Recommended Allocation
4	Greer Community Ministries, Inc.	Home Bound Meals, Food Pantry Program, Requested $20,000	$15,000
5	Greer Relief & Resources	Emergency financial assistance towards rent/utility payments, prescription for LMI, case management and Charity Tracker. Requested $14,900	$14,900

City of Greer
FY 2020 Proposed – CDBG Fund
Subrecipients Allocations

	Name of Public Service Agency	Proposed Use CDBG fund	Recommended Allocation
6	Communities in Schools in Greer (Chandler Creek Elementary)	Programs – mental & physical wellbeing, addressing scholastic achievements, family and community support. Linking families & students with support networks. Request $7,000	$7,000
	Total	**Total request: $76,100**	**$60,000**

City of Greer
FY 2020 Proposed – HOME & AHF fund
Housing Partner Allocations

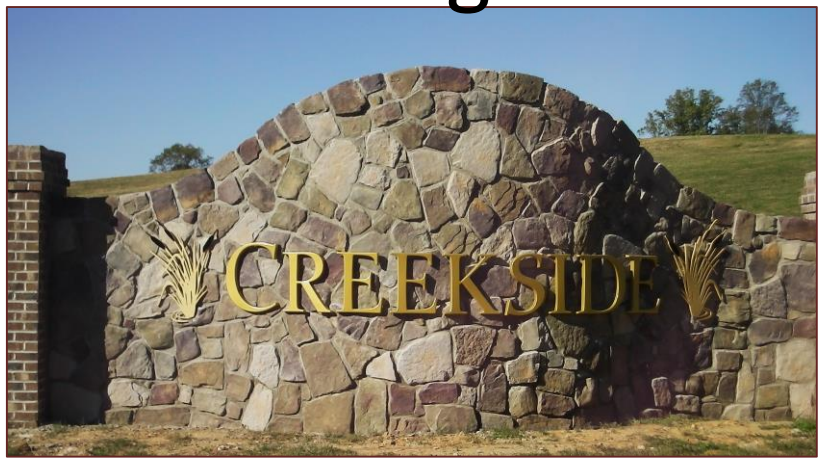
	Name of Organization	Proposed Use HOME fund	Amount of Request	Amount Recommended
1	Nehemiah CRC Target population: 61-80% AMI Needmore Community	New construction – Homeownership. 1 Unit Total Project Cost: 188,209	**$80,000** $40,000 – HOME $40,000 – GC Affordable Housing Fund	Total 66,000 $40,000 – HOME $26,000 – GCAHF
2	Greer Community Outreach Target Population: 51-60% AMI Sunny Side Community	New Construction – Rental Unit. 1 Units Total project Cost: $141,335	**$ 83,180** $83,180 - HOME	Total $64,000 $64,000 – HOME
	Total	**Total project Cost** **$326,544**	**$163,180**	**$130,000** **$104,000 – HOME** **$26,000 - GCAHF**

Economic Development & Façade Improvement Program: Greer

Empire LTD

Façade Improvement Program: Greer

Housing



Homeownership units
FY 2018 07/1/2018 – 06/30/2019
5 Homes sold
3 homes in Creekside Community
1 home in Needmore Community
1 in Sunnyside Community

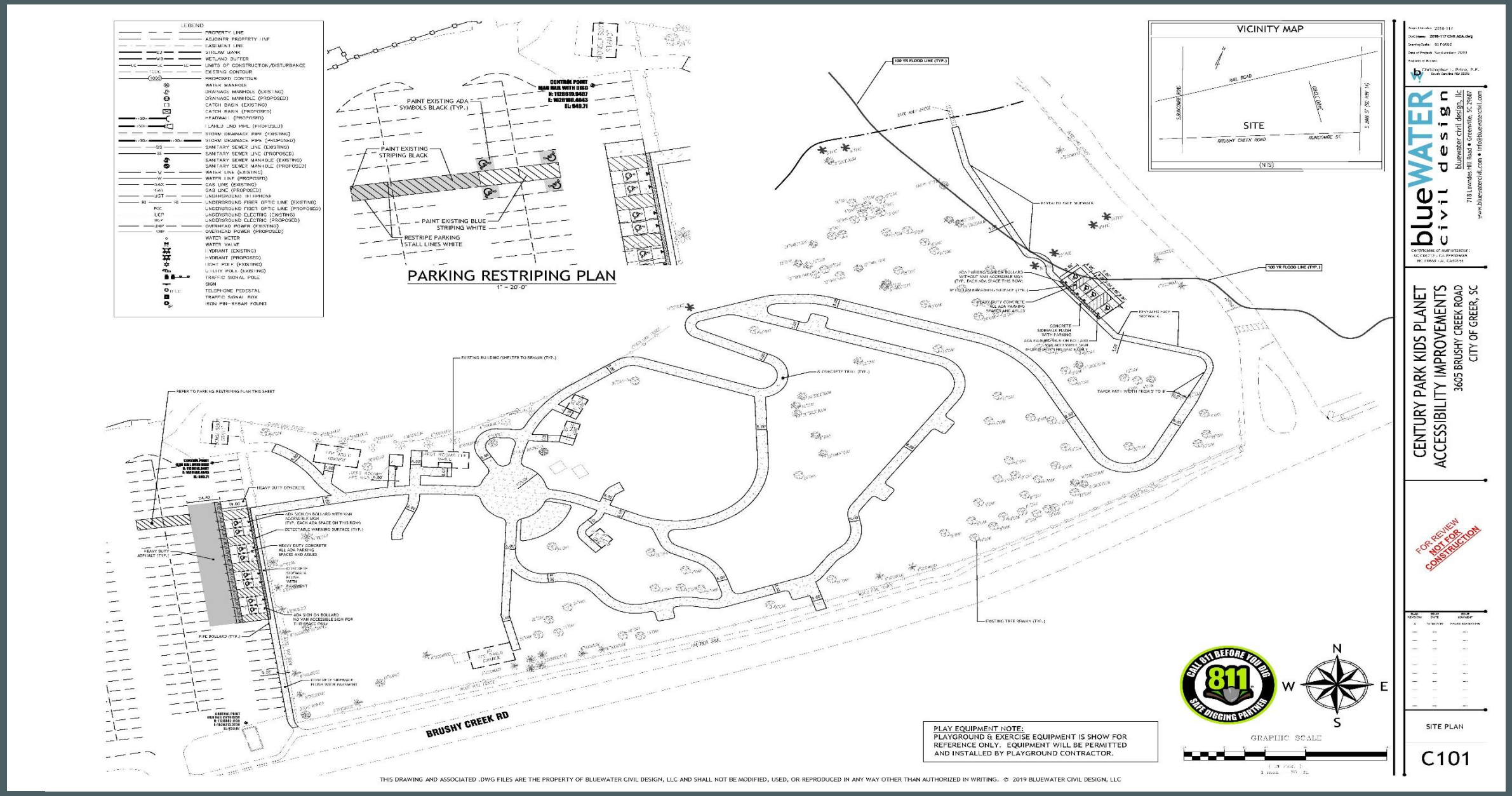
FY 2019- 07-01/2019 – 6/30/2020
5 homes sold.
4 – Creekside
1 - Needmore
4 homes under construction
2 under sales contract - Creekside

Infrastructure Improvement: Needmore Community

Greer- Spring Street

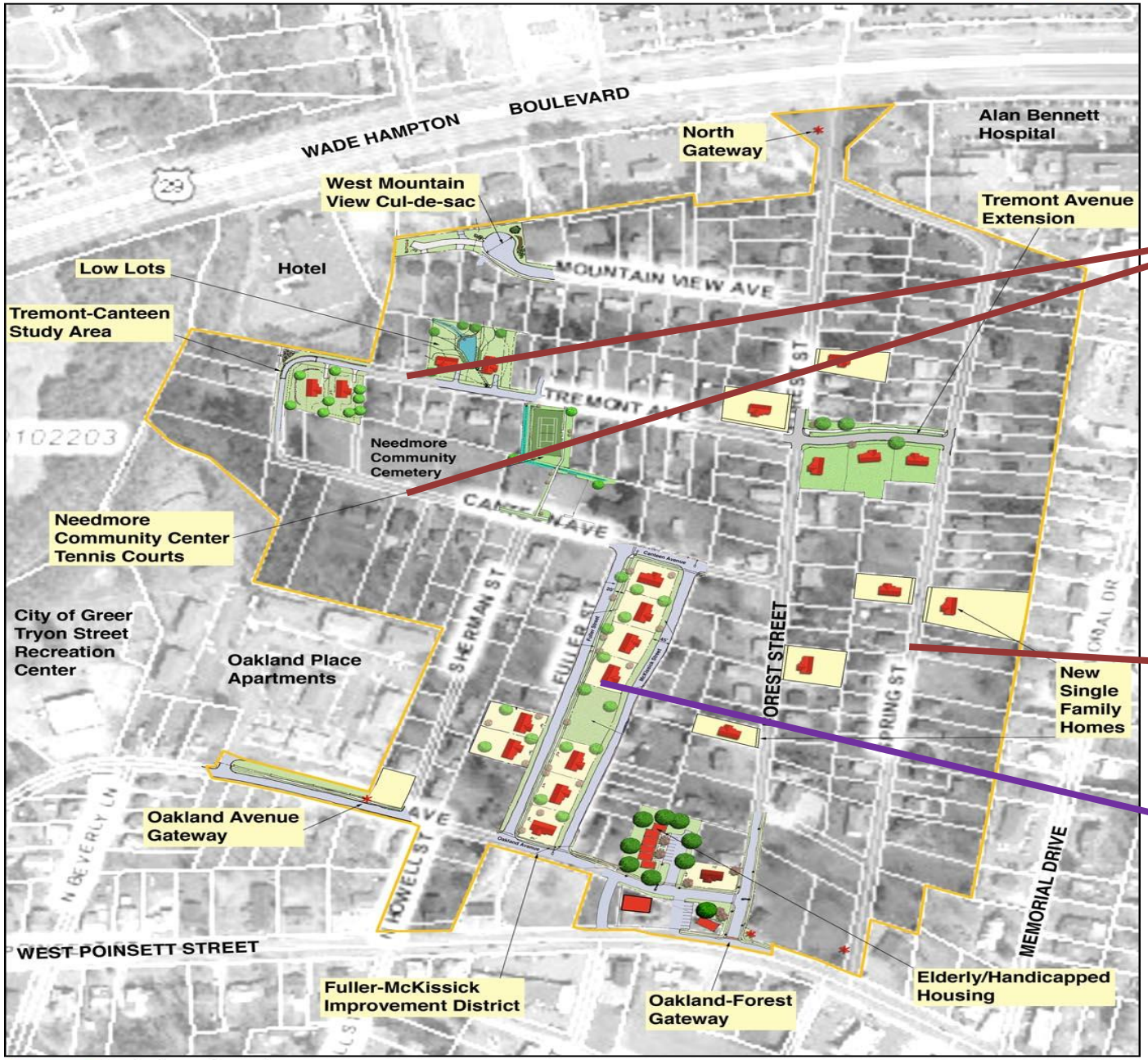
3605 Brushy Creek Rd – Kids Planet Location

Facility Improvement Kids Planet



MASTER PLAN

The Needmore Community
Greer, SC

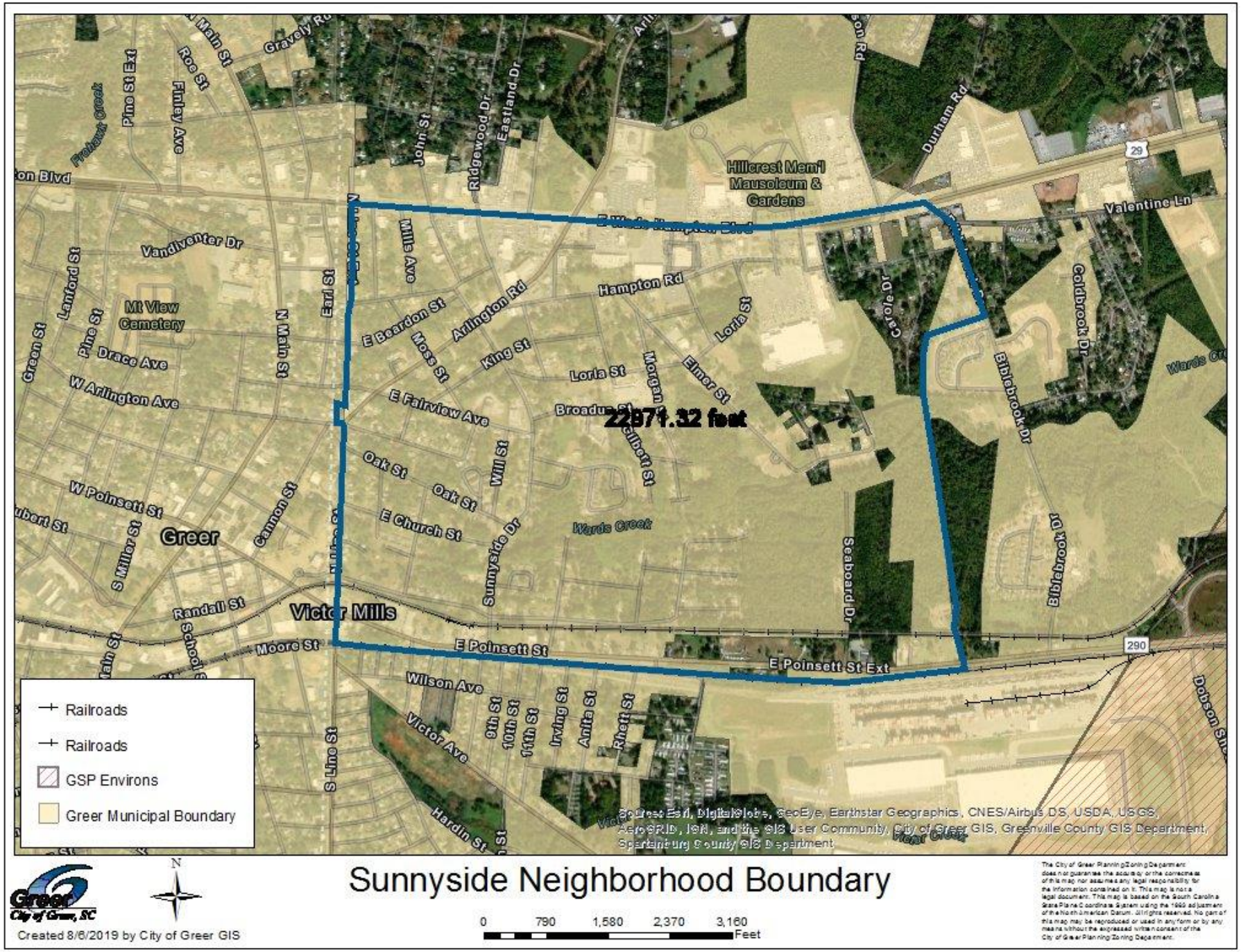


Study Area Boundary

Design by Robert W. Bainbridge
South Carolina Design Arts Partnership
Clemson University Center for Community Growth and Change

Needmore Revitalization Implementation Strategies

- **Completed** - Canteen and Tremont Avenue – GLDTC & CDBG (Approx. Cost $900,000)
- **Completed – Several infill homeownership units - sold**
- **Completed - Spring Street Improvement – GLDTC & CDBG funds (Approx. Completed**
- Nehemiah Housing Development – In progress - 1 new homeownership unit



Sunnyside Community – Revitalization Strategies – To be Planned.

On going….

- Habitat for Humanities - 3 homeownerships units completed & sold.
- Greer Community Outreach – 2 Rental housing units.
- Prospective multi-units homeownership project in discussion.

Building better futures …

Greenville County Redevelopment Authority
301 University Ridge, Suite 2500
Greenville, SC 29601
Phone: 864-242-9801
Website: www. gcra-sc.org

GCRA

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.

Category Number: XI.
Item Number: C.

AGENDA
GREER CITY COUNCIL
3/24/2020

First and Final Reading of Resolution Number 8-2019

Summary:

A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF LEASE AGREEMENTS (Action Required)
Presented by Ed Driggers, City Administrator

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution Number 8-2020	3/18/2020	Resolution
	Res 8-2020 Lease 2a	3/18/2020	Backup Material
	Res 8-2020 Lease 2b	3/18/2020	Backup Material
	Res 8-2020 Lease 3a	3/18/2020	Backup Material
	Res 8-2020 Lease 3b	3/18/2020	Backup Material
	Res 8-2020 Lease 4a	3/18/2020	Backup Material
	Res 8-2020 Lease 4b	3/18/2020	Backup Material

RESOLUTION NUMBER 8 – 2020

A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF LEASE AGREEMENTS

WHEREAS, as part of the Asset Purchase Agreement between the City of Greer and Greer Golf and Country Club, Inc., the City agreed to assume lease agreements for turf equipment and golf carts through PNC Equipment Finance, LLC ("Lessor"); and,

WHEREAS, the lease agreements are identified as Lease Numbers 98989312-2; 98989312-3; and 98989312-4, copies of which are attached hereto (hereinafter "Lease Agreements"); and,

WHEREAS, the turf equipment and golf carts identified in the Lease Agreements are needed to maintain and carry out activities of the Greer Country Club and golf course; and,

WHEREAS, the City finds and determines that the equipment subject to the Lease Agreements are appropriate and necessary for the functions and operations of the Greer Country Club and golf course.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Greer, as follows:

Section 1. The Lease Agreements are hereby approved and the City Administrator, or his designee, is hereby authorized to execute and deliver the Lease Agreements and any related documents on behalf of the City.

Section 2. The City Administrator, or his designee, is hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, and to comply with and perform the duties of the City with respect to the Lease Agreements.

Section 3. The City's obligations under the Lease Agreements shall be expressly subject to annual appropriation by the City, and such obligations under the Agreement shall not constitute a general obligation of the City or indebtedness of the City within the meaning of the Constitution and laws of the State of South Carolina.

ADOPTED this _____ day of March, 2020.

CITY OF GREER, SOUTH CAROLINA

BY: _____
Richard W. Danner, Mayor

ATTEST:

_____
Tammela Duncan, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel R. Hughes, City Attorney

PNC EQUIPMENT FINANCE

February 11, 2020

The City of Greer
301 E. Poinsett St.
Greer, SC

RE: Lease Number 98989312-2

To Whom It May Concern:

Thank you for choosing PNC Equipment Finance, LLC as your financing source. Enclosed you will find the following documentation:

- **Lease Agreement:** Please sign, print name, title and date.
- **Rider to Lease Agreement:** Please sign, print name, title and date.
- **Resolution and Certificate of Incumbency:** Please sign, print name, title and date with authorized signors.
- **Sales Tax Exemption:** Please provide proof of exemption if applicable.
- **Insurance:** Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Simply forward a copy of the signed page to your insurance carrier, so that they may issue the appropriate certificate on a timely basis.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return.
- **Meeting Minutes:** Please provide copy of the council's approval.

We appreciate this opportunity to serve you and look forward to working with you in the future. Should you have any questions before sending the documents, please feel free to contact me at gwixted@leaserv.com.

Sincerely,

Gillian Wixted
Sales Specialist

Lease Agreement

Dated as of February 11, 2020
Lease Number 98989312-2

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee: LESSEE FULL LEGAL NAME
The City of Greer
301 E. Poinsett St.
Greer, SC 29651

FEDERAL TAX ID
576001042

Equipment Description
1 Toro Groundsmaster 3500-D
1 Toro Groundsmaster 4500-D
3 Toro GR3150 14 Blade Cutting Unit (Extra)

Rent
Lease Term is for **33** months, with Rent payments due ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; each in the amount of $1,997.32 (plus applicable taxes) beginning _____.

Payment Schedule
Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

X _____
Authorized Signature

_____
Print Name

_____
Title:

655 Business Center Drive, Suite 250
Horsham, PA 19044

The City of Greer
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

301 E. Poinsett St.
Greer,SC 29651

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

PNC EQUIPMENT FINANCE

Rider to
Lease Agreement No. 98989312-2 ("Agreement")
dated February 11, 2020
by and between
PNC Equipment Finance, LLC ("Lessor")
and
The City of Greer ("Lessee")

This Rider is executed and delivered by Lessor and Lessee in regard to the Agreement.

Return Provisions – Turf Equipment

Pursuant to the Agreement, Lessee may return all, but not less than all, of the Equipment at the expiration of the lease term with respect thereto, at Lessee's expense to such location as Lessor may designate, in the condition required pursuant to the Agreement and any applicable Rider. If, in the opinion of Lessor, any item of the Equipment fails to meet the standards set forth in the Agreement, any applicable Rider, Lessee agrees to pay on demand all costs and expenses incurred in connection with repairing the Equipment and restoring it to such condition, including its assembly and delivery.

Until Lessee has fully complied with the notice and purchase requirements set forth herein, Lessee's Rent payment obligation and all other obligations under the Agreement shall continue from month to month notwithstanding the expiration or termination of the term of the Agreement. Lessor may terminate Lessee's right to use the Equipment upon ten days' notice to Lessee.

A. RETURN REQUIREMENTS. In addition to the requirements of the Agreement relating to the condition of the Equipment upon return thereof by the Lessee to Lessor, the following return conditions shall apply to turf equipment:

- The disassembly of the Equipment shall be according to manufacturer's recommendations and by a licensed rigger/erector specializing in such Equipment, including the proper blueprinting, mapping, tagging and labeling of each individual part (including cables, electrical and wires). All process fluids and/or any hazardous materials will be removed from the Equipment and disposed of in accordance with the then current local, state and Federal waste disposal laws, rules or regulations (including, but not limited to, any Environmental Protection Agency rules and regulations). Lessor shall be held harmless from any property damages to the disassembly site and public liability arising therefrom.
- Notwithstanding anything to the contrary contained in the Agreement, and in addition to the terms and conditions contained herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of such Equipment to Lessor immediately upon the expiration of the Initial Term of Lease or any extensions and with respect to each item of Equipment, as applicable, the following must be true:
    - All safety equipment must be in place and meet applicable federal, state and other governmental standards.
    - All covers and guards must be in place with no sheet metal, plastic or cowling damage.
    - All parts, pieces, components and optional equipment must be present, installed and operational.
    - All accessories shall be returned in proper order.
    - All motors shall operate smoothly without overheating and shall have good bearings and bushings.
    - All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
    - All electrical systems shall be able to provide electrical output as specified by the manufacturer.
    - All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries shall hold a charge and provide adequate power to operate the equipment.
    - All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches.
    - All oil and grease seals must contain lubrication in the manufacturers designed reservoir.

- All Equipment must have a relatively clean appearance.
- All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operation/maintenance manuals.
- All Equipment shall be free from structural damage or bent frames.
- Any usage or metering devices must not have been altered in any way.
- All Equipment attachments, if any, must be in good operating condition.
- All hydraulic cylinders must not be bent, nicked, gouged or leaking.

B. RETURN PERFORMANCE. Each item of Equipment must be able to complete the following tests:

- Operate normally in forward and reverse directions through all its speed ranges or gears.
- Steer normally right and left in both forward and reverse.
- Have all functions and controls work in normal manner.
- Be able to stop with its service brakes in a safe distance in both forward and reverse.
- Operate without leaking any fluids.
- Perform its designed functions in a satisfactory manner.
- All cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do.

C. REQUIRED PURCHASE. If any item of Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the Stipulated Loss Value of such item of Equipment.

D. ANNUAL USAGE. Annual hour usage shall be limited to 600 hours. Additional hours used will be chargeable to Lessee at the rate of $10.00 per hour.

E. PROOF OF PERFORMANCE. Proof in writing is required from a manufacturer's representative or qualified technical service representative that the Equipment has passed performance tests within the manufacturer's specifications and has been recertified for continued maintenance.

Dated: _____, 20__

PNC Equipment Finance, LLC	**The City of Greer**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 98989312-2

Lessee: The City of Greer

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____	_____
Name	Title
_____	_____
Name	Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: The City of Greer

_____
Signature of Secretary/Clerk of Lessee

Print Name:_____

Official Title:_____

Date: _____

PNC EQUIPMENT FINANCE

Request for Insurance

February 11, 2020

The City of Greer
301 E. Poinsett St.
Greer, SC 29651

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and The City of Greer

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
1	**Toro Groundsmaster 3500-D**	
1	**Toro Groundsmaster 4500-D**	
3	**Toro GR3150 14 Blade Cutting Unit (Extra)**	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.

2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed $10,000 per occurrence.

3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.

4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

PNC EQUIPMENT FINANCE

Customer Information

Lease # 98989312-2

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: The City of Greer	Federal Tax ID Number: 576001042		
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

☐ Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
☐ Monthly Invoice (Email)	Email:
Billing Contact:	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	**Date**
Email:	

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250 • Horsham, PA 19044
Questions? Call (800) 559-2755
Fax: (888) 888-3695

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Equipment Finance, LLC a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.

☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.

☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.

☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).

☐ Location: State _____

Taxing District _____

Additional comments**:**

_____

_____

_____

Lease Number 98989312-2

Lessee: The City of Greer

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM

PNC EQUIPMENT FINANCE

AMENDMENT TO LEASE AGREEMENT 98989312-2

This Amendment ("Amendment"), dated and effective as of March 16, 2020, is to that certain Lease Agreement 98989312-2 (the "Lease") between The City of Greer, with its principal place of business at 301 E. Poinsett Street, Greer, SC 29651 ("Lessee"), and PNC Equipment Finance, LLC, with an address at 655 Business Center Drive, Suite 250, Horsham, PA 19044 ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

Section 9. INDEMNITY the following sentence is deleted in its entirety: “To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses.”

Section 14. REMEDIES is amended and restated as follows: “Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) cancel or terminate the Lease; (c) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the Lessee’s current fiscal year; (b) cancel or terminate the Lease; (c) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the Lessee’s current fiscal year; (d) enforce performance of, and/or recover damages for the breach of, Lessee’s covenants; (e) repossess the Equipment wherever located, without notice or legal process; (f) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee’s obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment.”

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

CITY OF GREER	**PNC EQUIPMENT FINANCE, LLC**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title

PNC EQUIPMENT FINANCE

February 11, 2020

The City of Greer
301 E. Poinsett St.
Greer, SC 29651

RE: Lease Number 98989312-3

To Whom It May Concern:

Thank you for choosing PNC Equipment Finance, LLC as your financing source. Enclosed you will find the following documentation:

- **Lease Agreement:** Please sign, print name, title and date.
- **Resolution and Certificate of Incumbency:** Please sign, print name, title and date with authorized signors.
- **Resale Certificate:** Please provide proof of exemption if applicable.
- **Insurance:** Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Simply forward a copy of the signed page to your insurance carrier, so that they may issue the appropriate certificate on a timely basis.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return.
- **Meeting Minutes:** Please provide copy of the council's approval.

We appreciate this opportunity to serve you and look forward to working with you in the future. Should you have any questions before sending the documents, please feel free to contact me at gwixted@leaserv.com.

Sincerely,

Gillian Wixted
Sales Specialist

Lease Agreement

Dated as of February 11, 2020
Lease Number 98989312-3

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee: LESSEE FULL LEGAL NAME
The City of Greer
301 E. Poinsett St.
Greer, SC 29651

FEDERAL TAX ID
576001042

Equipment Description (**1) 2016 New Cushman Hauler Pro Vehicle**

Rent Lease Term is for **7** months, with Rent payments due in ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; each in the amount of **$171.00** (plus applicable taxes) beginning _____.

Payment Schedule
Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

X _____
Authorized Signature

_____
Print Name

_____
Title:

655 Business Center Drive, Suite 250
Horsham, PA 19044

The City of Greer
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

301 E. Poinsett St.
Greer,SC 29651

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

PNC EQUIPMENT FINANCE

Request for Insurance

February 11, 2020

The City of Greer
301 E. Poinsett St.
Greer, SC 29651
Attn:

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and The City of Greer

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
1	2016 New Cushman Hauler Pro Vehicle	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.

2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed $10,000 per occurrence.

3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.

4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 98989312-3

Lessee: The City of Greer

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____	_____
Name	Title
_____	_____
Name	Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: The City of Greer

_____
Signature of Secretary/Clerk of Lessee

Print Name:_____

Official Title:_____

Date: _____

PNC EQUIPMENT FINANCE

Customer Information

Lease # 98989312-3

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: The City of Greer	Federal Tax ID Number: 576001042		
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

☐ Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
☐ Monthly Invoice (Email)	Email:
Billing Contact:	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	**Date**

Email:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250 • Horsham, PA 19044
Questions? Call (800) 559-2755
Fax: (888) 888-3695

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Equipment Finance, LLC a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.

☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.

☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.

☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).

☐ Location: State _____

Taxing District _____

Additional comments**:**

_____

_____

_____

Lease Number 98989312-3

Lessee: The City of Greer

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM

PNC EQUIPMENT FINANCE

AMENDMENT TO LEASE AGREEMENT 98989312-3

This Amendment ("Amendment"), dated and effective as of March 16, 2020, is to that certain Lease Agreement 98989312-3 (the "Lease") between The City of Greer, with its principal place of business at 301 E. Poinsett Street, Greer, SC 29651 ("Lessee"), and PNC Equipment Finance, LLC, with an address at 655 Business Center Drive, Suite 250, Horsham, PA 19044 ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

Section 9. INDEMNITY the following sentence is deleted in its entirety: “To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses.”

Section 14. REMEDIES is amended and restated as follows: “Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) cancel or terminate the Lease; (c) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the Lessee’s current fiscal year; (b) cancel or terminate the Lease; (c) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the Lessee’s current fiscal year; (d) enforce performance of, and/or recover damages for the breach of, Lessee’s covenants; (e) repossess the Equipment wherever located, without notice or legal process; (f) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee’s obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment.”

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

CITY OF GREER	**PNC EQUIPMENT FINANCE, LLC**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title

PNC EQUIPMENT FINANCE

February 11, 2020

The City of Greer
301 E. Poinsett St.
Greer, SC 29651

RE: Lease Number 98989312-4

To Whom It May Concern:

Thank you for choosing PNC Equipment Finance, LLC as your financing source. Enclosed you will find the following documentation:

- **Lease Agreement:** Please sign, print name, title and date.
- **Resolution and Certificate of Incumbency:** Please sign, print name, title and date with authorized signors
- **Sales Tax Exemption:** Please provide proof of exemption if applicable.
- **Insurance:** Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Simply forward a copy of the signed page to your insurance carrier, so that they may issue the appropriate certificate on a timely basis.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return.
- **Meeting Minutes:** Please provide copy of the council's approval.

We appreciate this opportunity to serve you and look forward to working with you in the future. Should you have any questions before sending the documents, please feel free to contact me at gwixted@leaserv.com.

Sincerely,

Gillian Wixted
Sales Specialist

Lease Agreement

Dated as of February 11, 2020
Lease Number 98989312-4

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee:

LESSEE FULL LEGAL NAME
The City of Greer
301 E. Poinsett St. Greer,
SC 29651

FEDERAL TAX ID
576001042

Equipment Description

60 E-Z-GO TXT 48v
Golf Cars

Rent Lease Term is for **14** months, with Rent payments due ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; each in the amount of $5,113.20 (plus applicable taxes) beginning _____.

Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

X _____
Authorized Signature

_____
Print Name

_____
Title:

655 Business Center Drive, Suite 250
Horsham, PA 19044

The City of Greer
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

301 E. Poinsett St.
Greer,SC 29651

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 98989312-4

Lessee: The City of Greer

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____	_____
Name	Title
_____	_____
Name	Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: The City of Greer

_____
Signature of Secretary/Clerk of Lessee

Print Name:_____

Official Title:_____

Date: _____

PNC EQUIPMENT FINANCE

Customer Information

Lease # 98989312-4

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: The City of Greer	Federal Tax ID Number: 576001042		
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

☐ Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
☐ Monthly Invoice (Email)	Email:
Billing Contact:	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	**Date**
Email:	

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250 • Horsham, PA 19044
Questions? Call (800) 559-2755
Fax: (888) 888-3695

PNC EQUIPMENT FINANCE

Request for Insurance

February 11, 2020

The City of Greer
301 E. Poinsett St.
Greer, SC 29651
Attn:

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and The City of Greer

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
60	E-Z-GO TXT 48v Golf Cars	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.

2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed $10,000 per occurrence.

3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.

4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Equipment Finance, LLC a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.

☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.

☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.

☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).

☐ Location: State _____

Taxing District _____

Additional comments**:**

_____

_____

_____

Lease Number 98989312-4

Lessee: The City of Greer

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM

PNC EQUIPMENT FINANCE

AMENDMENT TO LEASE AGREEMENT 98989312-4

This Amendment ("Amendment"), dated and effective as of March 16, 2020, is to that certain Lease Agreement 98989312-4 (the "Lease") between The City of Greer, with its principal place of business at 301 E. Poinsett Street, Greer, SC 29651 ("Lessee"), and PNC Equipment Finance, LLC, with an address at 655 Business Center Drive, Suite 250, Horsham, PA 19044 ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

Section 9. INDEMNITY the following sentence is deleted in its entirety: “To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses.”

Section 14. REMEDIES is amended and restated as follows: “Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) cancel or terminate the Lease; (c) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the Lessee’s current fiscal year; (b) cancel or terminate the Lease; (c) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the Lessee’s current fiscal year; (d) enforce performance of, and/or recover damages for the breach of, Lessee’s covenants; (e) repossess the Equipment wherever located, without notice or legal process; (f) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee’s obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment.”

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

CITY OF GREER	**PNC EQUIPMENT FINANCE, LLC**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title