



**AGENDA**  
**GREER CITY COUNCIL**

March 12, 2024

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

**6:30 PM**

**COUNCIL REGULAR MEETING**

**Call to Order**

Mayor Rick Danner

**Invocation and Pledge of Allegiance**

Councilman Karuam Booker

**Public Forum**

**Minutes of Council Meeting**

1. February 27, 2024 (Workshop)  
(Action Required)
2. February 27, 2024  
(Action Required)

**Petitioner**

1. Beau Highfill  
Business related noise disturbance.

**Administrator's Report**

Andy Merriman, City Administrator

**Old Business**

1. Second and Final Reading of Ordinance number 10-2024  
AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A CERTAIN  
PROPERTY OWNED BY IGLESIA PENTECOSTES FUENTE DE AGUA VIVA,

INC. LOCATED ON ARLINGTON ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF OFFICE PROFESSIONAL FOR SAID PROPERTY (Action Required)

2. Second and Final Reading of Ordinance Number 11-2024

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A CERTAIN PROPERTY OWNED BY SAMANTHA T. BENNETT LOCATED AT 145 FERNWOOD DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF SN (SUBURBAN NEIGHBORHOOD) FOR SAID PROPERTY (Action Required)

**New Business**

1. First Reading of Ordinance Number 12-2024

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PORTION OF A CERTAIN PROPERTY OWNED BY WOOD MEMORIAL PARK LOCATED AT 863 GAP CREEK ROAD FROM SN (SUBURBAN NEIGHBORHOOD) TO CC (COMMERCIAL CORRIDOR) (Action Required)

Ordinance 12-2024 is a rezoning request for a portion of one parcel located at 863 Gap Creek Road. The request is to rezone the parcel from SN, Suburban Neighborhood to CC, Commercial Corridor. The intent is to allow for a crematorium on the site of an existing cemetery. The Planning Commission conducted a public hearing on February 26, 2024 for the rezoning of a portion of the parcel and recommended approval.  
Heather Stahl, Planner

2. First Reading of Ordinance Number 14-2024

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED THE CITY'S CONSTITUTIONAL DEBT LIMITATION AS THAT LIMIT MAY CHANGE FROM TIME TO TIME, TO PROVIDE FOR THE FUNDING OF VARIOUS CAPITAL PROJECTS AS PART OF AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; PROVIDING AUTHORITY FOR THE CITY TO REIMBURSE ITSELF FOR EXPENDITURES PRIOR TO BORROWING; PROVIDING FOR THE CREATION AND/OR UTILIZATION OF ONE OR MORE ENTITIES TO FACILITATE AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; PROVIDING FOR OTHER RELATED MATTERS. (Action Required)

Andy Merriman, City Administrator

3. First and Final Reading of Resolution Number 6-2024

A RESOLUTION PURSUANT TO SECTION 4-1-170(C), CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, CONSENTING TO THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF GREER IN A JOINT INDUSTRIAL AND BUSINESS PARK OF SPARTANBURG AND CHEROKEE COUNTIES. (Action Required)

Reno Deaton, Economic Development Director

4. First and Final Reading of Resolution Number 8-2024

A RESOLUTION TO ACCEPT PAXTON MEADOWS SUBDIVISION STREETS, NAMELY LIFESTYLE COURT, AND COURTYARD COURT INTO THE CITY OF GREER STREET SYSTEM (Action Required)

David Buchanan, Civil Engineer

5. First and Final Reading of Resolution Number 9-2024

A RESOLUTION OF THE CITY OF GREER, SOUTH CAROLINA, (A) DECLARING REALLOCATING FUNDS AND REDESIGNATING PROJECTS RELATED TO EXPENDITURES MADE AS PART OF A 2021 LEASE PURCHASE PLAN OF FINANCE; AND (B) PROVIDING FOR OTHER RELATED MATTERS. (Action Required)

David Seifert, Chief Financial Officer

### **Executive Session**

Council may take action on matters discussed in executive session.

### **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 Keith Choate, ADA Coordinator at (864) 848-5386 as soon as possible, but no later than 48 hours prior to the scheduled event.**

Category Number:  
Item Number:



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**Councilman Karuam Booker**

**ATTACHMENTS:**

Description	Upload Date	Type
📎 2024 Council Invocation Schedule	2/29/2024	Backup Material





## **Greer City Council 2024 Invocation Schedule**

January 9, 2024	Councilmember Wryley Bettis
January 23, 2024	Councilmember Judy Albert
February 13, 2024	Mayor Rick Danner
February 27, 2024	Councilmember Jay Arrowood
March 12, 2024	Councilmember Karuiam Booker
March 26, 2024	Councilmember Mark Hopper
April 9, 2024	Councilmember Lee Dumas
April 23, 2024	Councilmember Wryley Bettis
May 14, 2024	Councilmember Judy Albert
May 28, 2024	Mayor Rick Danner
June 11, 2024	Councilmember Jay Arrowood
June 25, 2024	Councilmember Karuiam Booker
July 9, 2024	Councilmember Mark Hopper
July 23, 2024	Councilmember Lee Dumas
August 13, 2024	Councilmember Wryley Bettis
August 27, 2024	Councilmember Judy Albert
September 10, 2024	Mayor Rick Danner
September 24, 2024	Councilmember Jay Arrowood
October 8, 2024	Councilmember Karuiam Booker
October 22, 2024	Councilmember Mark Hopper
November 12, 2024	Councilmember Lee Dumas
November 26, 2024	Councilmember Wryley Bettis
December 10, 2024	Councilmember Judy Albert

Category Number:  
Item Number: 1.



**AGENDA**  
**GREER CITY COUNCIL**  
3/12/2024

February 27, 2024 (Workshop)

**Summary:**

(Action Required)

**ATTACHMENTS:**

Description	Upload Date	Type
❏ February 27, 2024 (Workshop)	3/5/2024	Backup Material

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

### **MINUTES of the WORKSHOP MEETING of GREER CITY COUNCIL February 27, 2024**

**Meeting Location: Greer City Hall, 301 East Poinsett Street, Greer, SC 29651**

#### **Call to Order of the Workshop Meeting**

Mayor Rick Danner – 6:05 P.M.

The following members of Council were in attendance: Jay Arrowood, Karuam Booker, Mark Hopper, Wryley Bettis and Judy Albert.

Councilmember Lee Dumas was absent.

Others present: Andy Merriman, City Administrator, Tammela Duncan, Municipal Clerk and various other staff.

#### **Subject: Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023**

David Seifert, Chief Financial Officer and Lee Grissom, CPA, CFE, CISA presented the report. (Attached)

Discussion was held.

Mayor Danner asked if anyone would like to speak and no one indicated an interest in speaking.

#### **Adjournment – 6:26 P.M.**

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Tammela Duncan, Municipal Clerk

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Richard W. Danner, Mayor

Notifications: Agenda posted in City Hall and email notifications sent to The Greenville News, The Greer Citizen, GreerToday.com and the Spartanburg Herald Journal Tuesday February 23, 2024.

Category Number:  
Item Number: 2.



**AGENDA**  
**GREER CITY COUNCIL**  
3/12/2024

February 27, 2024

**Summary:**

(Action Required)

**ATTACHMENTS:**

Description	Upload Date	Type
☐ February 27, 2024 Council Meeting Minutes	3/5/2024	Backup Material

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

### **MINUTES of the FORMAL MEETING of GREER CITY COUNCIL February 27, 2024**

**Meeting Location: Greer City Hall, 301 East Poinsett Street, Greer, SC 29651**

#### **Call to Order of the Formal Meeting**

Mayor Rick Danner – 6:37 P.M.

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

Others present: Andy Merriman, City Administrator, Tammela Duncan, Municipal Clerk, and various other staff.

#### **Invocation and Pledge of Allegiance**

Councilman Jay Arrowood

#### **Public Forum**

No one signed up to speak during the Public Form Session.

#### **Minutes of the Council Meeting**

February 13, 2024

**ACTION** – Councilmember Wryley Bettis made a motion that the minutes of February 13, 2024 be received as written. Councilmember Jay Arrowood seconded the motion.

**VOTE** - Motion carried unanimously.

#### **Departmental Reports**

Building and Development Standards, Engineering, Finance, Fire Department, Municipal Court, Parks, Recreation & Tourism, Police Department, Public Services and the Website Activity Reports for January 2024 were included in the packet for informational purposes.

Finance

Susan Howell, Budget & Audit Manager presented the Financial Report for January 31, 2024. (Attached)

General Fund Cash Balance: \$18,112,482.  
Revenue: \$23,621,235.  
Total Expenditures: \$25,253,902.  
Total Percentage: 5% Under Budget

Revenue Benchmark Variance: \$(441,840.)  
Expenditure Benchmark Variance: \$(365,641.)  
Overall Benchmark Variance: \$(807,481.)

Hospitality Fund Cash Balance: \$1,945,629.  
Storm Water Fund Cash Balance: \$2,397,173.

Councilman Jay Arrowood invited Council to review the Fire Department Report regarding EMS Arrival Delays graph provided by Chief Flowers. He is concerned with EMS arrival times.

**Andy Merriman, City Administrator presented the following:**

**The Greer Children's Theatre** presents Finding Nemo Jr. on Friday March 1<sup>st</sup> at 7pm, Saturday March 2<sup>nd</sup> at 2pm & 7pm, and Sunday March 3<sup>rd</sup> at 2pm at the Cannon Centre.

**Statement of Economic Interest Reports** are due by March 30, 2024.

**Fire Department** - Fire Chief Dorian Flowers informed Council the City of Greer Fire Department maintained their ISO Rating of 1.

**Mr. Merriman** thanked Council and Staff for their participation during the Council Planning Retreat last week.

**OLD BUSINESS**

**Second and Final Reading of Ordinance Number 9-2024**

**AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A CERTAIN PROPERTY OWNED BY J & A HOLDINGS GROUP, LLC LOCATED AT 107 EAST BEARDEN STREET FROM CG (COMMERCIAL GENERAL) TO TN (TRADITIONAL NEIGHBORHOOD)**

Andy Merriman, City Administrator stated there were no updates.

**ACTION** – Councilmember Mark Hopper made a motion to approve Second and Final Reading of Ordinance Number 9-2024. Councilmember Judy Albert seconded the motion.

**VOTE** – Motion carried unanimously.

## **NEW BUSINESS**

### **Bid Summary – Turf Maintenance Products – Greer Golf**

The Parks, Recreation & Tourism Department solicited bids for Turf Maintenance Products at Greer Golf. Staff recommends the bid be awarded to Corbin Turf. (Attachment)

Red Watson, Assistant Director of Parks, Recreation & Tourism.

**ACTION** – Councilmember Judy Albert made a motion to approve the bid from Corbin Turf in the amount of \$24,216.53. Councilmember Wryley Bettis seconded the motion.

**VOTE** – Motion carried unanimously.

### **First Reading of Ordinance Number 7-2024**

#### **AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT (Lumos Fiber of South Carolina, LLC)**

David Seifert, Chief Financial Officer and Ben Breazeale, Director of Market Development with Lumos Fiber of South Carolina, LLC presented the request. (Attachment)

Lengthy discussion held.

**ACTION** – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 7-2024. Councilmember Jay Arrowood seconded the motion.

**VOTE** – Motion carried unanimously.

### **Executive Session**

Mayor Danner stated an Executive Session was not needed.

**Adjournment** – 7:28 P.M.

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Tammela Duncan, Municipal Clerk

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Richard W. Danner, Mayor

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, February 23, 2024.

Category Number:  
Item Number: 1.



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**Beau Highfill**

**Summary:**

Business related noise disturbance.

**ATTACHMENTS:**

Description	Upload Date	Type
❏ Current Noise Ordinance	2/16/2024	Backup Material



- **Sec. 62-113. - Loud noise.**

It is unlawful for any person to willfully disturb any person in the city by making or continuing unreasonably loud noises.

(Code 1982, § 19-70; Code 2007, § 62-114)



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**Second and Final Reading of Ordinance number 10-2024**

**Summary:**

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A CERTAIN PROPERTY OWNED BY IGLESIA PENTECOSTES FUENTE DE AGUA VIVA, INC. LOCATED ON ARLINGTON ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF OFFICE PROFESSIONAL FOR SAID PROPERTY (Action Required)

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣ Ordinance Number 10-2024	2/14/2024	Ordinance
▣ Ord 10-2024 Exhibit A Title to Real Estate	2/14/2024	Exhibit
▣ Ord 10-2024 Exhibit B Survey	2/14/2024	Exhibit
▣ Ord 10-2024 Exhibit C Map	2/14/2024	Exhibit
▣ Ord 10-2024 Exhibit D FIRM	2/14/2024	Exhibit
▣ Ord 10-2024 Petition for Annexation	2/14/2024	Backup Material
▣ Ord 10-2024 Planning Commission Minutes	3/7/2024	Backup Material

**ORDINANCE NUMBER 10-2024**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A CERTAIN PROPERTY OWNED BY IGLESIA PENTECOSTES FUENTE DE AGUA VIVA, INC. LOCATED ON ARLINGTON ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF OFFICE PROFESSIONAL FOR SAID PROPERTY**

**WHEREAS,** Iglesias Pentecostes Fuente De Agua Viva, Inc. are the sole owners of a certain property located on Arlington Road more particularly described on the legal descriptions attached hereto marked as Exhibit A, the property description attached hereto marked as Exhibit B, the City of Greer Map attached hereto marked as Spartanburg County Parcel Number 9-03-00-071.00 containing approximately 2.81 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Number 45045C0354F attached hereto marked as Exhibit D; and,

**WHEREAS,** the property currently has zero (0) occupants; and,

**WHEREAS,** Iglesias Pentecostes Fuente De Agua Viva, Inc. has petitioned the City of Greer to annex its property by one-hundred percent (100%) method provided for by South Carolina Code Section 5-3-150(3); and,

**WHEREAS,** the property is now outside the city limits of Greer but adjoins the city limits; and,

**WHEREAS,** the property owner has requested that the subject property be zoned Office Professional; and,

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

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

1. **ANNEXATION**: The 2.81 acres +/- property shown in red on the attached map owned by Iglesias Pentecostes Fuente De Agua Viva, Inc. located on Arlington Road as described on the attached City of Greer Map as Spartanburg County Parcel Number 9-03-00-071.00 is hereby annexed into the corporate city limits of the City of Greer.

2. **ZONING ASSIGNMENT**: The above referenced property shall be zoned Office Professional pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

3. **LAND USE MAP**: The above reference property shall be designated as Suburban Commercial on the Land Use Map contained within the 2030 Comprehensive Plan for the City of Greer.

4. **FLOOD INSURANCE RATE MAP**: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45045C0354F.

5. **DISTRICT ASSIGNMENT**: The above referenced property shall be assigned to City Council District #3.

This ordinance shall be effective upon second reading approval thereof.

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

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Richard W. Danner, Mayor

**ATTEST:**

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Tammela Duncan, Municipal Clerk

Introduced by: Councilman Wryley Bettis

First Reading: February 13, 2024

Second and  
Final Reading: March 12, 2024

**APPROVED AS TO FORM:**

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Daniel R. Hughes, City Attorney

DEE-2022048161

Recorded 4 on 09/16/2022 04:40:37 PM

Recording Fee: \$15.00 County Taxes: \$385.00 St:

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

ASHLEY B. WILLIAMS REGISTER OF DEEDS

BK:DEE 138-Z PG:305-308

EXHIBIT

A

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TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

GRANTEES ADDRESS: 316 Gridley St. Greenville SC 29609

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TMS#: 9-03-00-071.00

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KNOW ALL MEN BY THESE PRESENTS, that

**ALLEN G. COLLINS AND ROY E. COLLINS, III**, in consideration of **Three Hundred Fifty Thousand and No/100ths (\$350,000.00) DOLLARS**, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto:

**IGLESIA PENTECOSTÉS FUENTE DE AGUA VIVA, INC.**, its successors and/or assigns;

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Tract 3, containing 2.810 acres on plat of CCST, LLC, recorded in the ROD Office for Spartanburg County in Plat Book 173 at Page 244 and having metes and bounds as shown on said plat. Reference to said plat is made for a more complete description.

This being the same property conveyed to Allen G. Collins and Roy E. Collins, III by Deed of CCST, LLC recorded September 15, 2022 in Deed Book 138-Y at Page 771, Spartanburg County ROD Office.

TMS No: 9-03-00-071.00

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, to have and to hold all and singular the premises before mentioned unto the grantee (s), and the grantee's (s) heirs or successors and assigns, forever. And, the grantor (s) do (es) hereby bind the grantor(s) and the grantor's (s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's (s) heirs or successors against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

GRANTEES ADDRESS: 316 Gridley St. Greenville SC 29609

---

TMS#: 9-03-00-071

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KNOW ALL MEN BY THESE PRESENTS, that

**ALLEN G. COLLINS AND ROY E. COLLINS, III**, in consideration of **Three Hundred Fifty Thousand and No/100ths (\$350,000.00) DOLLARS**, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto:

**IGLESIA PENTECOSTÉS FUENTE DE AGUA VIVA, INC.**, its successors and/or assigns;

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Tract 3, containing 2.810 acres on plat of CCST, LLC, recorded in the ROD Office for Spartanburg County in Plat Book 173 at Page 244 and having metes and bounds as shown on said plat. Reference to said plat is made for a more complete description.

This being the same property conveyed to Allen G. Collins and Roy E. Collins, III by Deed of CCST, LLC recorded September \_\_\_\_\_, 2022 in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, Spartanburg County ROD Office.

TMS No: 9-03-00-071

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, to have and to hold all and singular the premises before mentioned unto the grantee (s), and the grantee's (s) heirs or successors and assigns, forever. And, the grantor (s) do (es) hereby bind the grantor(s) and the grantor's (s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's (s) heirs or successors against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's (s') hand (s) and seal (s) this the 8 day of September 2022.

SIGNED, sealed and delivered  
in the presence of:

[Signature]  
NOTARY MUST SIGN HERE  
[Signature]  
WITNESS MUST SIGN HERE

[Signature]  
ALLEN G. COLLINS

Roy E. Collins III & Throughs  
ROY E. COLLINS, III BY AND  
THROUGH ATTORNEY IN FACT,  
ALLEN G. COLLINS  
[Signature]  
agent

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

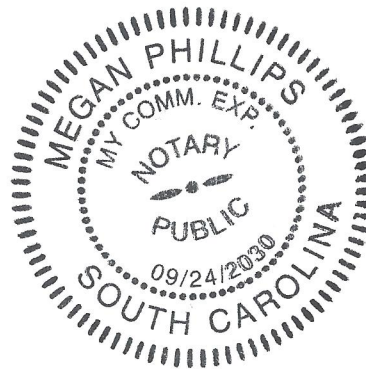
ACKNOWLEDGEMENT

I, a Notary Public of the County and State aforesaid, certify that the Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp this 8 day of September 2022.

[Signature]

Notary Public for South Carolina  
My commission expires: 9/24/2030





PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2 The property being transferred is located at 613 Arlington Road, Greer, SC 29651, bearing County Tax Map Number 9-03-00-071.00, was transferred by Allen G Collins and Roy E Collins III to IGLESIA PENTECOSTES FUENTE DE AGUA VIVA, INC on September 8, 2022.

3. Check one of the following: The deed is

- (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.  
(c) \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit): \_\_\_\_\_

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$350,000.00.  
(b) The fee is computed on the fair market value of the realty which is \_\_\_\_\_.  
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_

5. Check Yes \_\_\_\_\_ or No XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$350,000.00  
(b) Place the amount listed in item 5 above here: \_\_\_\_\_-0-\_\_\_\_\_  
(If no amount is listed, place zero here.)  
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$350,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:  
\$1,295.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
\_\_\_\_\_  
Attorney

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

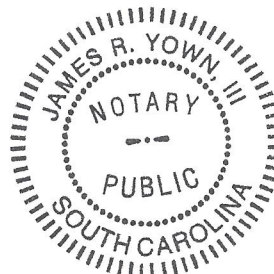
[Signature]  
Responsible Person Connected with the Transaction

Mr. Calvin C. Noon  
Print or Type Name Here

SWORN to and subscribed before me this

8 day of Sept 20 22

Notary (L.S.): [Signature]  
Notary (printed name): JR YOUNG  
Notary Public for SC  
My Commission Expires: 10-3-27



## **INFORMATION**

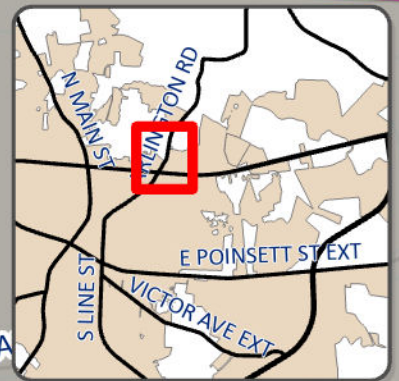
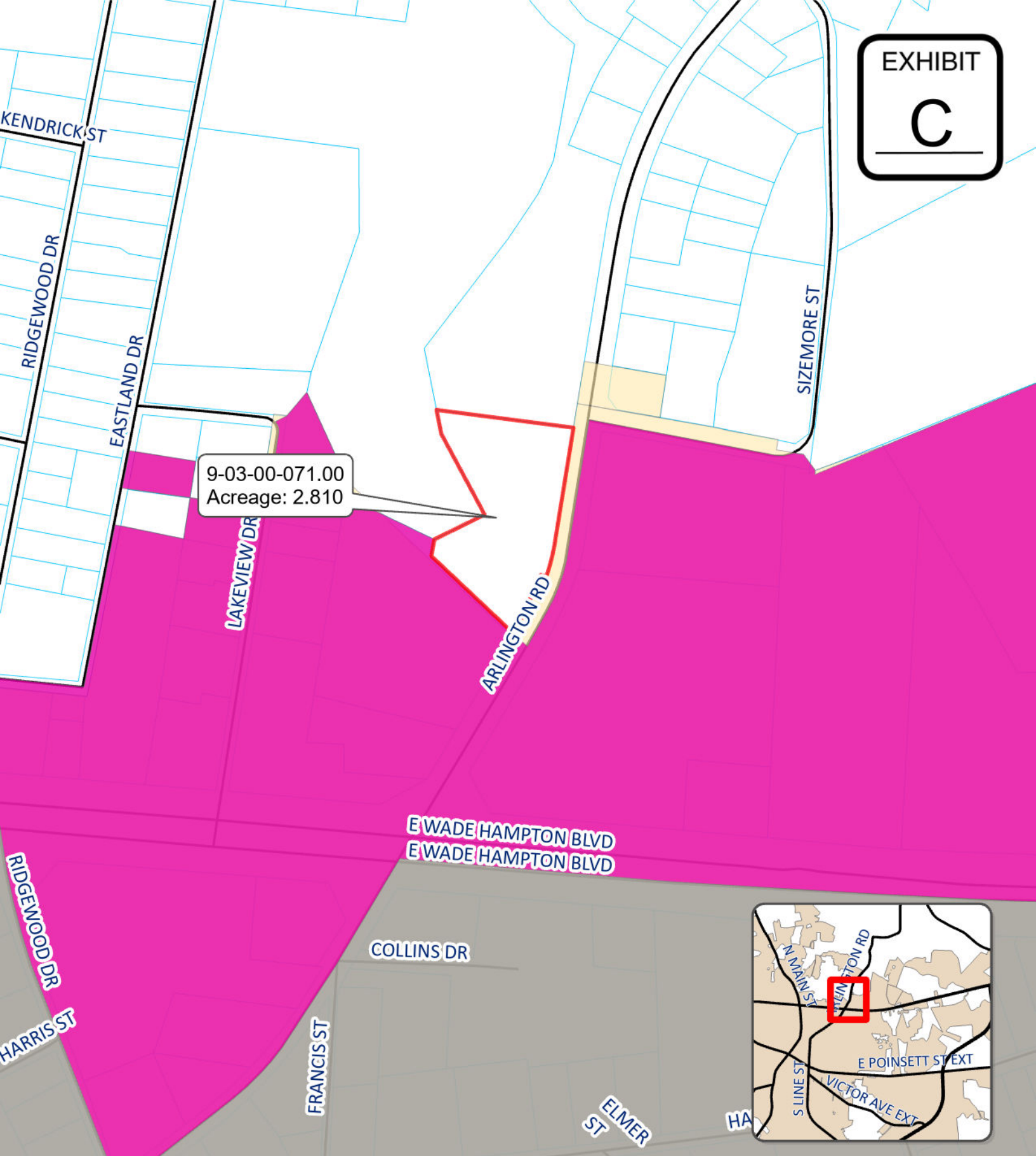
Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### **Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.







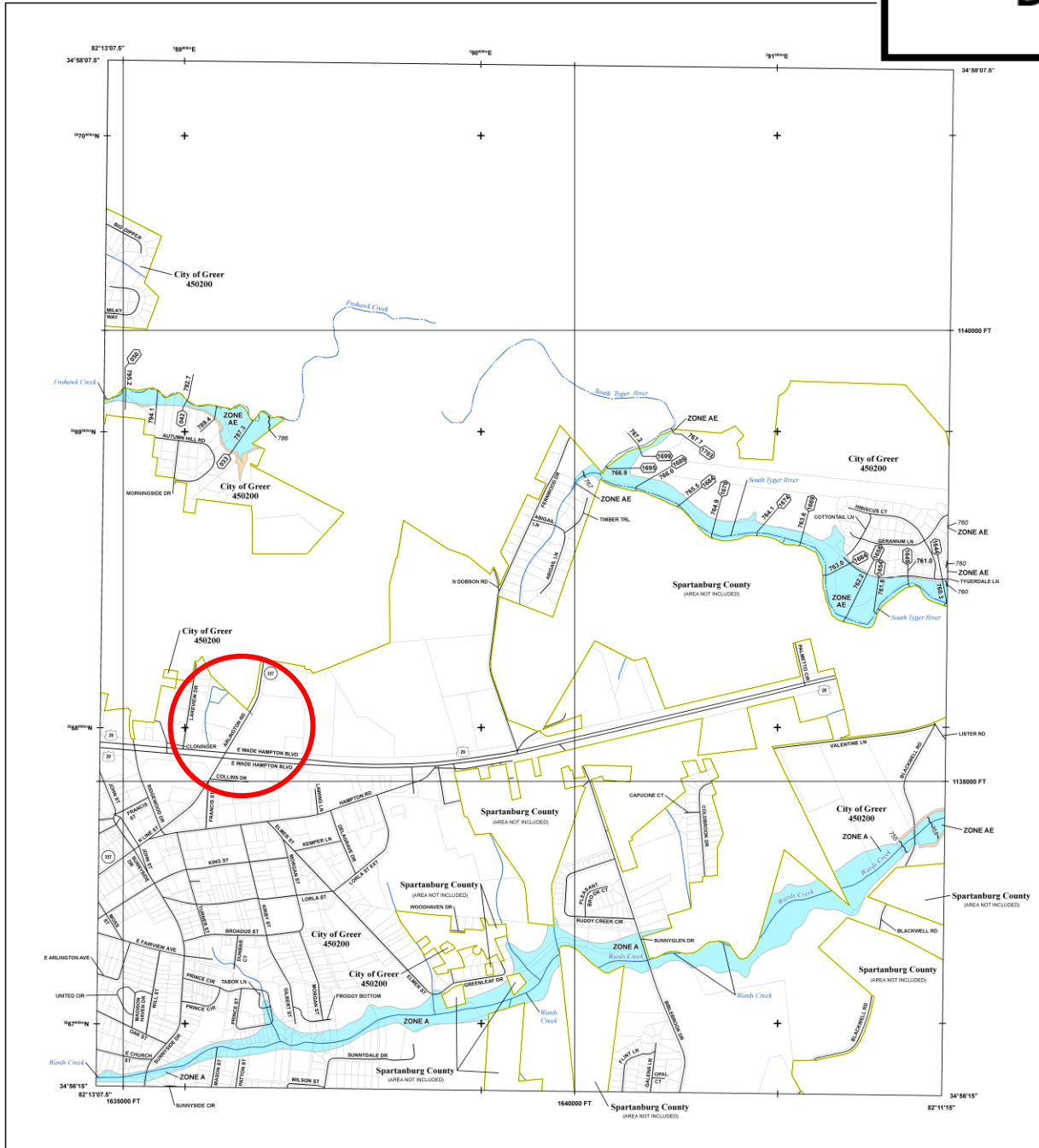
# Ordinance 11-2024

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

Council Districts			
1	4		
2	5		
3	6		

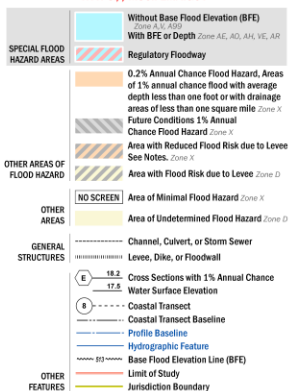


# EXHIBIT D



## FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT  
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING  
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT  
[HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)



## NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information Exchange at 1-877-FIRM-MAP (1-877-376-6257) or visit the FEMA Flood Map Service Center website at [www.fema.gov](http://www.fema.gov). Available products may include previously issued editions of Map Change, if flood insurance data report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

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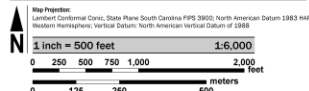
For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-435-8620.

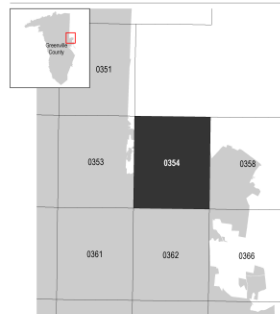
State map information shown on this FIRM was provided by FEMA, dated 2014, at a scale of 1:12,000, and the Greenville County GIS Department, dated 2010, at a scale of 1:12,000.

The digital Flood Insurance Rate Map (FIRM) was produced through a unique cooperative partnership between the State of South Carolina and the Federal Emergency Management Agency (FEMA). The State of South Carolina has implemented a long term approach of floodplain management to decrease the costs associated with flooding. This is demonstrated by the State's commitment to map floodplain areas at the local level. As a part of this effort, the State of South Carolina has entered into a Cooperative Technical State Agreement with FEMA to produce and maintain this digital FIRM. <http://www.dcr.state.sc.us>

## SCALE



## PANEL LOCATOR



**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP  
GREENVILLE COUNTY,  
SOUTH CAROLINA  
and Incorporated Areas  
PANEL 354 of 625

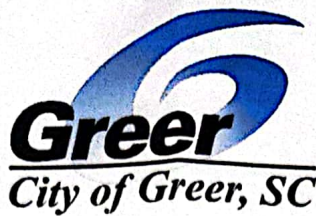
**FEMA**  
National Flood Insurance Program

Panel Contains:  
COMMUNITY  
GREER, CITY OF

NUMBER PANEL SUFFIX  
450200 0354

VERSION NUMBER  
2.3.3.3  
MAP NUMBER  
45045C0354F  
MAP REVISED  
MAY 4, 2021





## Petition for Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at Arlington RD Greer SC 29651 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 9-03-00-071-00 attached hereto marked as Exhibit C containing approximately 2.81 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

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

DATE OF PETITION: This petition is dated this 19 day of December, 2023 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

The applicant hereby requests that the property described be zoned to Office Professional

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

☐ Yes ☒ No

Hector Rodriguez

Print Name: Iglesia Pentecostas Fuente de Vida  
Signature: [Signature]  
Address: 1710 Buncombe RD Greenville SC  
Witness: [Signature] 29651  
Date: 12-19-2023  
Phone number: 864-276-1801  
Email: Rodriguezrealt4@att.net

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

**ZONING REPORT**  
**STAFF REPORT TO THE GREER PLANNING COMMISSION**  
**Monday, February 26, 2024**

---

**DOCKET:** AN 24-01

**APPLICANT:** Iglesia Pentecostes Fuente De Agua Viva Inc

**PROPERTY LOCATION:** **Arlington Rd.**

**TAX MAP NUMBER:** 9-03-00-071.00

**REQUEST:** **Annex and zone to Office Professional (OP)**

**SIZE:** 2.81 acres

**COMPREHENSIVE PLAN:** Adjacent to Suburban Commercial

**ANALYSIS:** **AN 24-01**

**AN 24-01** is a request to annex one parcel with an acreage of 2.81 located on Arlington Rd. The applicant is requesting to annex into the city and zone to Office Professional (OP). The purpose of the annexation is to develop a church.

Surrounding land uses and zoning include:

- North: unzoned Spartanburg County – residential
- East: Commercial Corridor –South Carolina Department of Motor Vehicles
- South: Commercial Corridor –residential
- West: unzoned Spartanburg County –vacant

Suburban Commercial are arterial-oriented commercial centers that serve community-wide shopping and service needs. As newer shopping centers age out, they become candidates for adaptive redevelopment into denser, mixed-use centers, particularly where access to high-frequency transit is provided. This is also true for large infill sites. Site improvements should emphasize design quality, connectivity, walkability, amenities, and efficient use of infrastructure.

- **Primary Uses:** Regional commercial, neighborhood commercial, office, multi-family apartments
- **Secondary Uses:** Small-scale apartment buildings, civic and institutional facilities
- Transportation Automobiles, sidewalks, trail connections, transit, park-and-ride lots, street network
- **Parking:** Surface parking lots, structured parking, onstreet in walkable town centers
- **Open Space:** Community and regional parks, neighborhood greenspaces

The request is compatible with surrounding land uses and would serve as a buffer between commercial and residential uses; therefore, staff supports the request.

**STAFF RECOMMENDATION:** **Approval**

**PLANNING COMMISSION RECOMMENDATION:** **Approval**

**ACTION** – Mr. Lavender made a motion to approve the request. Mr. Lamb seconded the motion. The motion carried with a vote of 6 to 0. The motion passed.



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**Second and Final Reading of Ordinance Number 11-2024**

**Summary:**

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A CERTAIN PROPERTY OWNED BY SAMANTHA T. BENNETT LOCATED AT 145 FERNWOOD DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF SN (SUBURBAN NEIGHBORHOOD) FOR SAID PROPERTY (Action Required)

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣ Ordinance Number 11-2024	2/14/2024	Ordinance
▣ Ord 11-2024 Exhibit A Deed	2/14/2024	Exhibit
▣ Ord 11-2024 Exhibit B Plat	2/14/2024	Exhibit
▣ Ord 11-2024 Exhibit C Map	2/14/2024	Exhibit
▣ Ord 11-2024 Exhibit D FIRM	2/14/2024	Exhibit
▣ Ord 11-2024 Petition for Annexation	2/14/2024	Backup Material
▣ Ord 11-2024 Planning Commission Minutes	3/7/2024	Backup Material



**ORDINANCE NUMBER 11-2024**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A CERTAIN PROPERTY OWNED BY SAMANTHA T. BENNETT LOCATED AT 145 FERNWOOD DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF SN (SUBURBAN NEIGHBORHOOD) FOR SAID PROPERTY**

**WHEREAS**, Samantha T. Bennett is the sole owner of a certain property located at 145 Fernwood Drive more particularly described on the legal descriptions attached hereto marked as Exhibit A, the property description attached hereto marked as Exhibit B, the City of Greer Map attached hereto marked as Spartanburg County Parcel Number 9-03-00-032.00 containing approximately 0.638 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Number 45083C0204E attached hereto marked as Exhibit D; and,

**WHEREAS**, the property currently has two (2) occupants; and,

**WHEREAS**, Samantha T. Bennett has petitioned the City of Greer to annex her property by one-hundred percent (100%) method provided for by South Carolina Code Section 5-3-150(3); and,

**WHEREAS**, the property is now outside the city limits of Greer but adjoins the city limits; and,

**WHEREAS**, the property owner has requested that the subject property be zoned SN (Suburban Neighborhood); and,

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

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

1. ANNEXATION: The 0.638 acres +/- property shown in red on the attached map owned by Samantha T. Bennett located at 145 Fernwood Drive as described on the attached City of Greer Map as Spartanburg County Parcel Number 9-03-00-032.00 is hereby annexed into the corporate city limits of the City of Greer.

2. ZONING ASSIGNMENT: The above referenced property shall be zoned SN (Suburban Neighborhood) pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

3. LAND USE MAP: The above reference property shall be designated as Traditional Neighborhood on the Land Use Map contained within the 2030 Comprehensive Plan for the City of Greer.

4. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45083C0204E.

5. DISTRICT ASSIGNMENT: The above referenced property shall be assigned to City Council District #3.

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: Councilman Mark Hopper

First Reading: February 13, 2024

Second and  
Final Reading: March 12, 2024

**APPROVED AS TO FORM:**

---

Daniel R. Hughes, City Attorney

EXHIBIT

A

When Recorded Mail to:

GRANTEES ADDRESS:145 FERNWOOD DRGREER, SC 29651

DEE-2018-53962



DEE BK 121-X PG 678-679

Recorded 2 Pages on 11/27/2018 09:03:31 AM

Recording Fee: \$10.00 County Taxes: \$104.50 State Taxes: \$247.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

**SOUTH CAROLINA GENERAL WARRANTY DEED**

COUNTY: SPARTANBURG

CITY: GREER

TAX MAP NUMBER: 9-03-00-032.00

DATE: NOVEMBER 16, 2018

Grantor

ELIJAH TERRY

Grantee

SAMANTHA T. BENNETT

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of **NINETY FIVE THOUSAND AND 00/100 Dollars (\$ 95,000.00)** paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, ***SUBJECT TO*** the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, the real estate (the "Premises") described as follows:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, ON THE WEST SIDE OF FERNWOOD DRIVE, ABOUT ONE MILE EASTWARD FROM THE CITY OF GREER, AND BEING THE GREATER PART OF LOT NO. 7, HILL-N-DALE ACRES, SECTION A, AS SHOWN AND DESIGNATED ON THAT CERTAIN PLAT ENTITLED "PROPERTY OF TRACY COLEMAN", PREPARED BY JONES ENGINEERING SERVICE, DATED FEBRUARY 19, 1986 AND RECORDED IN PLAT BOOK 96, AT PAGE 279 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA, AND HAVING THE FOLLOWING METES AND BOUNDS, TO-WIT, WITH REFERENCE BEING MADE THERETO:

BEGINNING ON THE WESTERN SIDE OF FERNWOOD DRIVE AT THE JOINT FRONT CORNER OF LOTS NO. 6 AND NO. 7, RUNNING THENCE AS THE COMMON LINE OF SAID LOTS, N. 65-00 W. 139.00 FEET TO A PIN; THENCE N. 25-00 E. 200 FEET TO A NEW CORNER IN LINE OF LOT NO. 7; THENCE A NEW LINE, S. 65-00 E. 139.00 FEET TO THE WESTERN SIDE OF FERNWOOD DRIVE; THENCE ALONG SAID DRIVE, S. 25-00 W. 200 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY AND ALL RESTRICTIONS, EASEMENTS, COVENANTS, AND RIGHTS-OF-WAY, IF ANY, AFFECTING SAID PROPERTY.

TMS: 9-03-00-032.00

THIS BEING THE SAME PROPERTY CONVEYED TO ELIJAH TERRY BY DEED OF HARRY LEE TATE SR. DATED 3/9/2015 AND RECORDED 3/25/2015 IN DEED BOOK 108-N AT PAGE 786 IN THE ROD OFFICE FOR SPARTANBURG COUNTY.

This conveyance is made ***SUBJECT TO***: subject to the easements, restrictions, reservations and conditions of record.

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

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

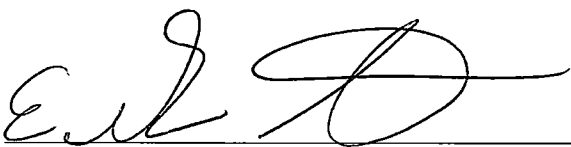
And, ***SUBJECT TO*** the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed under seal this 16<sup>th</sup> day of November, 2018.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

GRANTOR:

  
Witness #1-DIANE MOSES

  
ELIJAH TERRY

  
Witness # 2-HEATHER H. WELCH

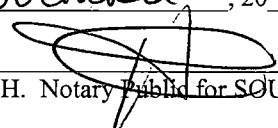
STATE OF SOUTH CAROLINA

Acknowledgment for Individual Grantor

COUNTY OF GREENVILLE

I, a Notary Public for SOUTH CAROLINA, do hereby certify that THE ABOVE SIGNED Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16<sup>th</sup> day of November, 2018.

  
HEATHER H. WELCH. Notary Public for SOUTH CAROLINA

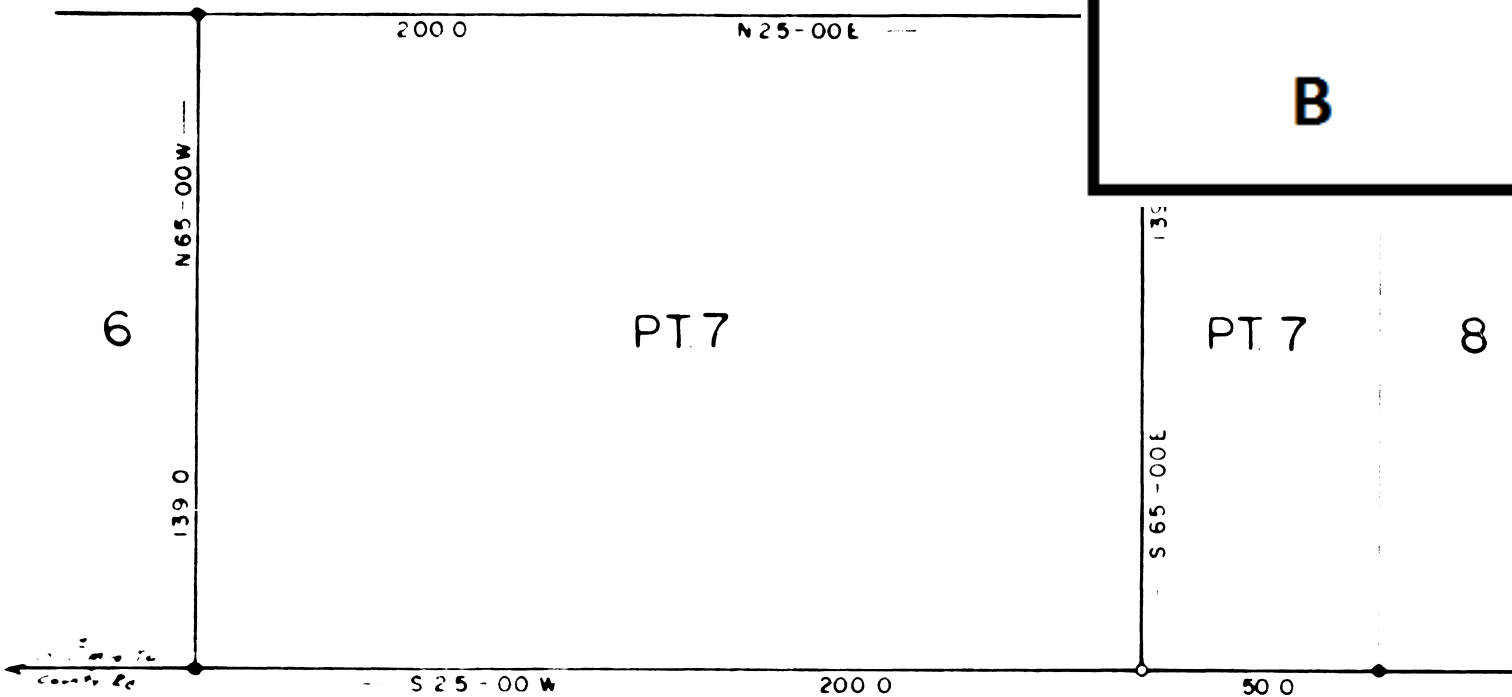
My Commission Expires:

1/4/20

Heather H. Welch  
Notary Public for South Carolina  
My Commission Exp: January 4, 2020

See Book 87-127 p. 899

**EXHIBIT**  
**B**

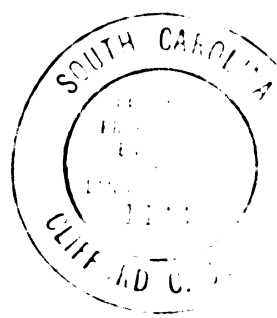
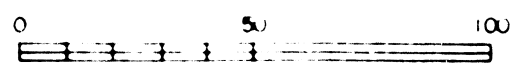


FERNWOOD DR.

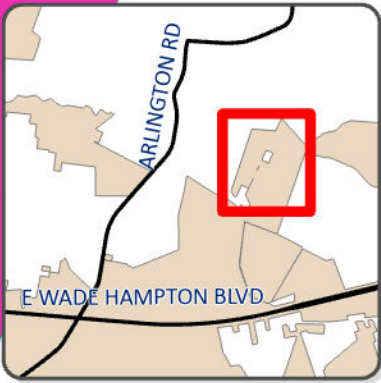
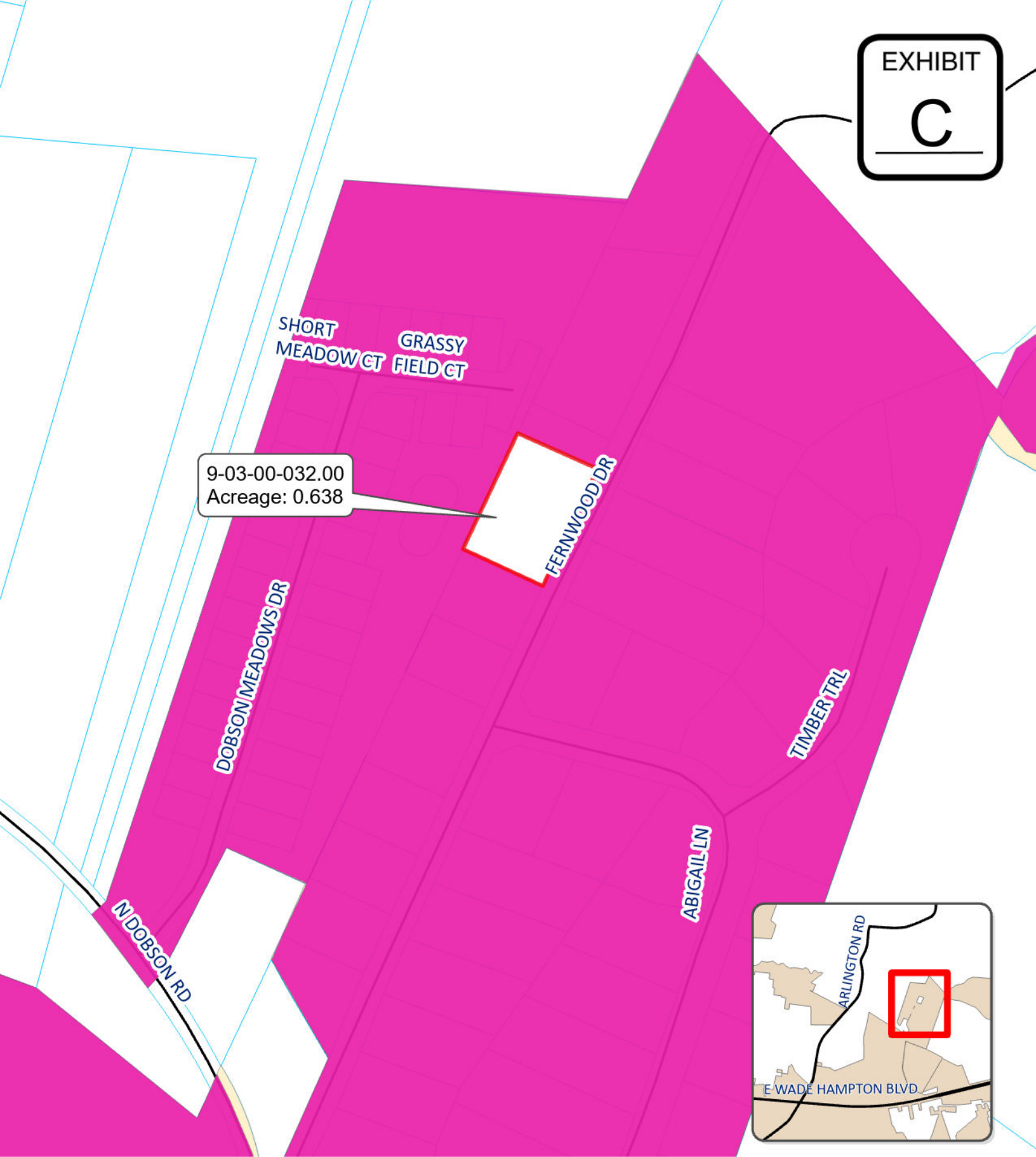
RECORDED  
MAR 10 PM 12:56  
SPARTANBURG, S.C.

PROPERTY OF  
TRACY COLEMAN  
SPARTANBURG CO., S. C.

FEB 19, 1986 SCALE 1" = 40'



PD 053 3100a 31048



# Ordinance 11-2024

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- Council Districts
- |   |   |
|---|---|
| 1 | 4 |
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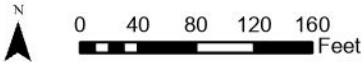
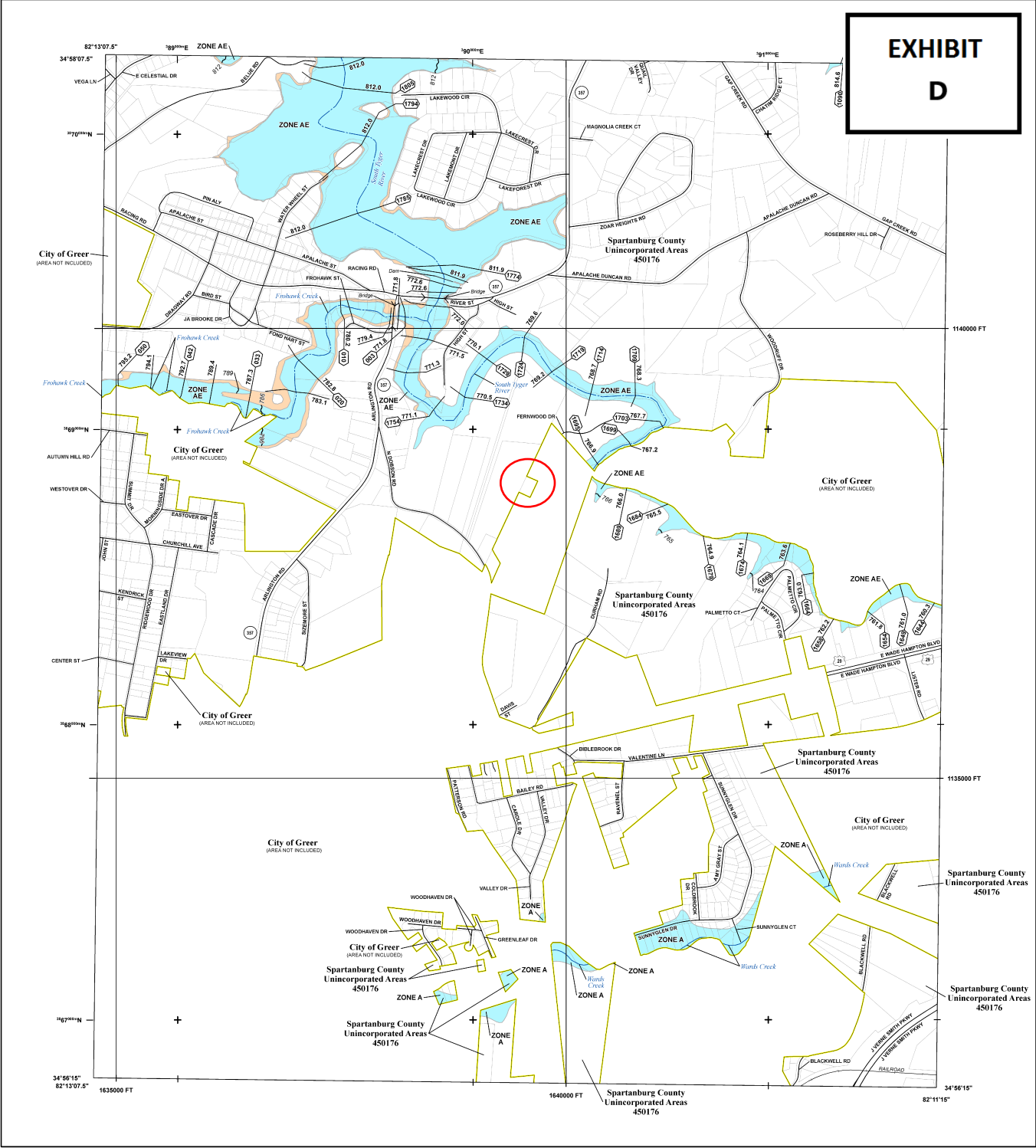


EXHIBIT  
D



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT  
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING  
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT  
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) (Zone A.V., AG)
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes, Zone X
	Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
OTHER FEATURES	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

NOTES TO USERS

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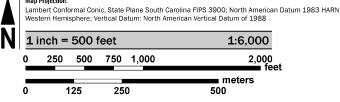
For community and countywide map data refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-658-8823.

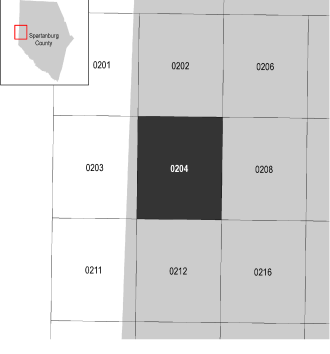
Base map information shown on this FIRM was provided by NFHL, dated 2011, at a scale of 1:12,000, and the Spartanburg County GIS Department, dated 2016, at a scale of 1:12,000.

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SCALE



PANEL LOCATOR



**FEMA**  
National Flood Insurance Program

**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP  
SPARTANBURG COUNTY,  
SOUTH CAROLINA  
UNINCORPORATED AREAS

PANEL 204 OF 555

Panel Contains:  
COMMUNITY  
SPARTANBURG COUNTY

NUMBER PANEL SUFFIX  
450176 0204 E

VERSION NUMBER  
2.3.3.3  
MAP NUMBER  
45083C0204E  
MAP REVISED  
MAY 4, 2021





### Petition for Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 145 Fernwood Drive Greer, SC 29651 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 9-03-00-032.00 attached hereto marked as Exhibit C containing approximately 0.68 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

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

DATE OF PETITION: This petition is dated this 29 day of January, 2024 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

The applicant hereby requests that the property described be zoned to (SN) Suburban Neighborhood

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

☐ Yes ☒ No

Print Name: Samantha T. Bennett  
Signature: [Signature]  
Address: 145 Fernwood Drive Greer SC 29651  
Witness: Samuel Terry  
Date: 1-29-2024  
Phone number: 254-380-2484  
Email: stpxrp44@live.com

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

**ZONING REPORT**  
**STAFF REPORT TO THE GREER PLANNING COMMISSION**  
**Monday, February 26, 2024**

---

**DOCKET:** AN 24-02

**APPLICANT:** Samantha Bennett

**PROPERTY LOCATION:** 145 Fernwood Dr.

**TAX MAP NUMBER:** 9-03-00-032.00

**REQUEST:** Annex and zone to Suburban Neighborhood (SN)

**SIZE:** 0.638 acres

**COMPREHENSIVE PLAN:** Adjacent to Traditional Neighborhood

**ANALYSIS:** **AN 24-02**

---

**AN 24-02** is a request to annex one parcel with an acreage of 0.638 located at 145 Fernwood Dr. The applicant is requesting to annex into the city and zone to Suburban Neighborhood. The existing single-family dwelling will remain, and the purpose of the annexation is to access city services.

Surrounding land uses and zoning include:

North: Suburban Neighborhood – residential  
East: Suburban Neighborhood – residential  
South: Suburban Neighborhood – residential  
West: Suburban Neighborhood – residential

Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, four-plexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

- **Primary Uses:** Single-family attached and detached residential, multiplexes, townhomes, parks
- **Secondary Uses:** Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses
- Transportation Automobile, transit, pedestrian, on-street bicycle facilities, interconnected street grid
- **Parking:** On-street, driveways, garages off alleys, off street parking to the rear of buildings
- **Open Space:** Neighborhood parks, greens, & boulevards

The request is compatible with surrounding land uses; therefore, staff supports the request.

**STAFF RECOMMENDATION:** Approval

**PLANNING COMMISSION RECOMMENDATION:** Approval

**ACTION** – Ms. Jones made a motion to approve the request. Mr. Acierno seconded the motion. The motion carried with a vote of 6 to 0. The motion passed.



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**First Reading of Ordinance Number 12-2024**

**Summary:**

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PORTION OF A CERTAIN PROPERTY OWNED BY WOOD MEMORIAL PARK LOCATED AT 863 GAP CREEK ROAD FROM SN (SUBURBAN NEIGHBORHOOD) TO CC (COMMERCIAL CORRIDOR) (Action Required)

**Executive Summary:**

Ordinance 12-2024 is a rezoning request for a portion of one parcel located at 863 Gap Creek Road. The request is to rezone the parcel from SN, Suburban Neighborhood to CC, Commercial Corridor. The intent is to allow for a crematorium on the site of an existing cemetery. The Planning Commission conducted a public hearing on February 26, 2024 for the rezoning of a portion of the parcel and recommended approval.

Heather Stahl, Planner

**ATTACHMENTS:**

Description	Upload Date	Type
▣ Cover Memo	3/7/2024	Cover Memo
▣ Ordinance Number 12-2024	3/7/2024	Ordinance
▣ Ord 12-2024 Exhibit A Map	3/7/2024	Exhibit
▣ Ord 12-2024 Exhibit B Title to Real Estate	3/7/2024	Exhibit
▣ Ord 12-2024 Exhibit C Survey	3/7/2024	Exhibit
▣ Ord 12-2024 Rezoning Application	3/7/2024	Backup Material
▣ Ord 12-2024 Planning Commission Minutes	3/7/2024	Backup Material

# Memorandum

**To:** Mr. Andrew Merriman, City Administrator

**From:** Heather Stahl, Planner

**Subject:** Ordinance #12-2024

**Date:** March 4, 2024

**CC:** Tammy Duncan, Clerk to City Council

---

Ordinance 12-2024 is a rezoning request for a portion of one parcel located at 863 Gap Creek Road. The request is to rezone the parcel from SN, Suburban Neighborhood to CC, Commercial Corridor. The intent is to allow for a crematorium on the site of an existing cemetery.

The Planning Commission conducted a public hearing on February 26, 2024 for the rezoning of a portion of the parcel and recommended approval.

**ORDINANCE NUMBER 12-2024**

**AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PORTION OF A CERTAIN PROPERTY OWNED BY WOOD MEMORIAL PARK LOCATED AT 863 GAP CREEK ROAD FROM SN (SUBURBAN NEIGHBORHOOD) TO CC (COMMERCIAL CORRIDOR)**

The City Council of Greer makes the following findings:

This ordinance pertains to a portion of a certain property owned by Wood Memorial Park located at 863 Gap Creek Road and more clearly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 5-14-00-047.00 containing approximately 2.71 +/- acres attached hereto marked as Exhibit A, the Title to Real Estate attached hereto marked as Exhibit B; and the Survey attached hereto marked at Exhibit C.

1. The owner desires to change the zoning classification of its property and has shown the need for such use to the Greer Planning Commission at a public hearing held on February 26, 2024.
2. To accomplish the desired change in use in the most effective manner, the zoning classification should be changed to CC (Commercial Corridor).
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 a portion of a property located at 863 Gap Creek Road more particularly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 5-14-00-047.00 containing approximately 2.71 +/- acres attached hereto marked as Exhibit A shall be changed from SN (Suburban Neighborhood) to CC (Commercial Corridor).

This ordinance shall be effective upon second reading approval thereof.

**CITY OF GREER, SOUTH CAROLINA**

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Richard W. Danner, Mayor

**ATTEST:**

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Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: March 12, 2024

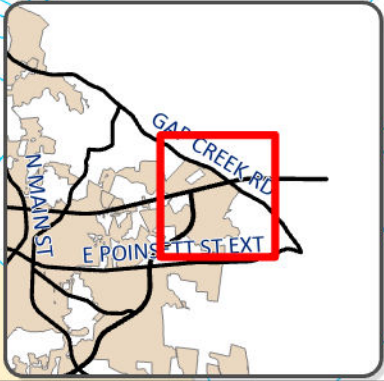
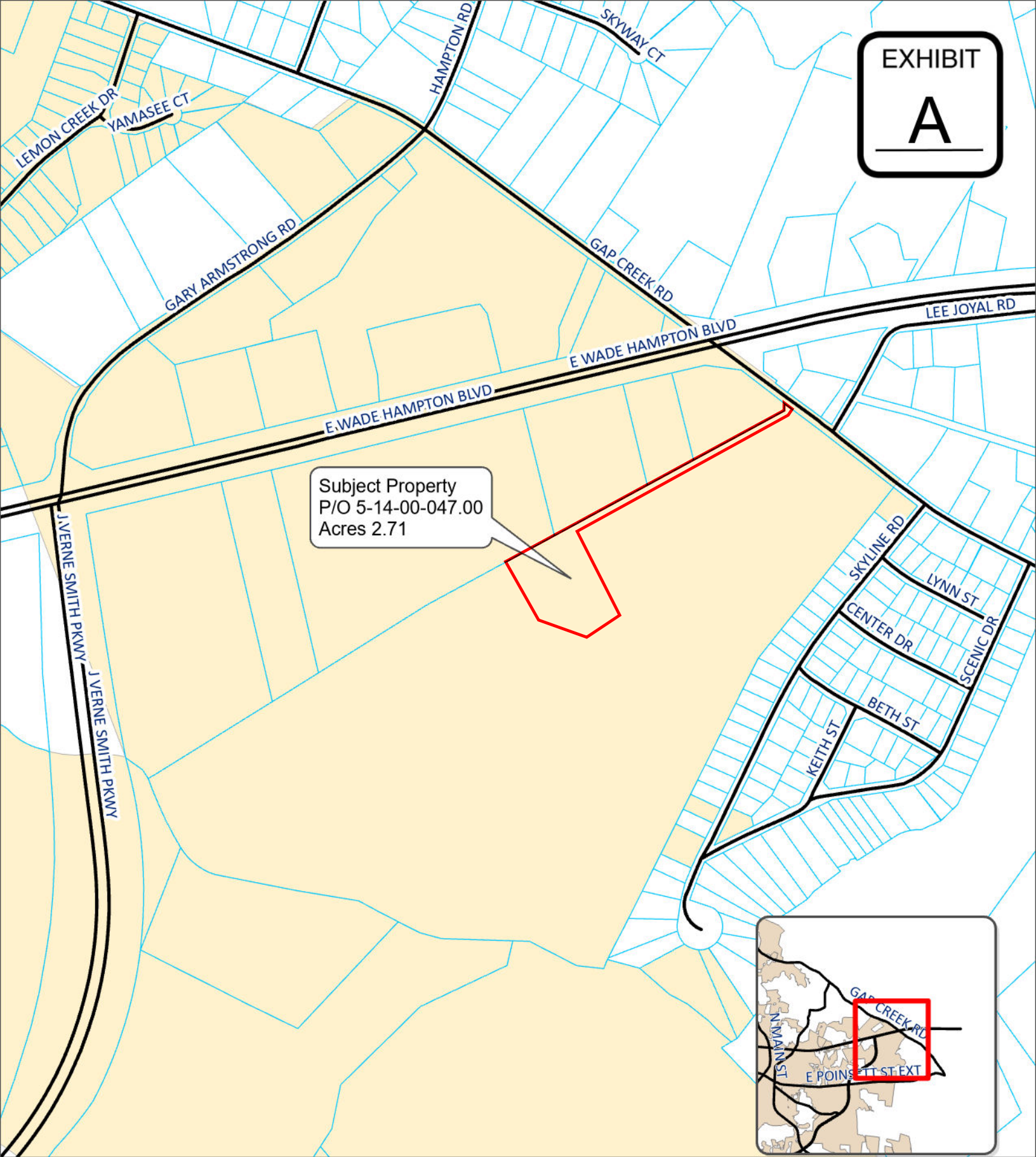
Second and  
Final Reading: March 26, 2024

Approved as to Form:

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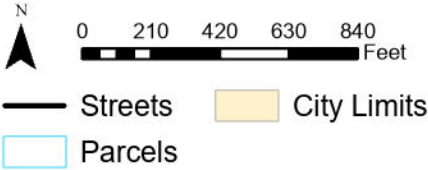
Daniel R. Hughes, City Attorney





# Ordinance 12-2024

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.





TITLE TO REAL ESTATE—Band &amp; White, Printers, Spartanburg, S. C.—30940—2M—3-50

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

RECORDED

DULY ENTERED IN THIS OFFICE

Nov 1 1951

Harold Mumph

COUNTY AUDITOR

Know all Men by these Presents, That I, S.C. Dickson,

in the State aforesaid, in consideration of the sum of Seventy-five Hundred (\$7500.00)

Dollars

to me

in hand paid at and before the sealing of these presents by

The Wood Memorial Park, Inc.,

(the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said The Wood Memorial Park, Inc., its successors and assigns forever:

All that certain parcel or tract of land containing One Hundred and Three and one-fourth ( $103\frac{1}{4}$ ) Acres, more or less, situated on the West side of the Gap Creek Road, about  $1\frac{1}{2}$  miles Northward from Duncan, in Beech Springs Township, Spartanburg County, State of South Carolina, and having courses and distances according to a survey and plat thereof by J.H. Atkins, Surveyor, dated August 11-14, 1921, recorded in Plat Book 25, page 405, R.M.C. Office for Spartanburg County, as follows, to wit: Beginning at a stone on bank of Gap Creek Road, corner of Jas. Center land, and running thence along the line of the Center land, S. 39.00 W. 15.53 chains to stone; thence S. 26.07 W. 25.21 chains to stone on bank of South Tyger River; thence up said river as a line to stone on bank, corner of Dobson land; thence along the line of the Dobson land, N. 58.59 E. 23.22 chains to stone; thence N. 60.53 E. 29.60 chains to iron pin; thence S. 74.10 E. 3.00 chains to center of Gap Creek Road; thence along said road, S. 51.40 E. 7.06 chains to the beginning corner.

This is the same property conveyed to S.C. Dickson by deed of J.C. Groce, Trustee under the Will of Vera G. Cantrell, recorded in Deed Book 11-V, page 489, R.M.C. Office for Spartanburg County.

The Grantor is to pay the taxes for the year of 1951.



TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said  
The Wood Memorial Park, Inc., and its successors

~~XXXX~~ and Assigns forever



And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said  
**The Wood Memorial Park, Inc., its successors**

~~Heirs~~ and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof

Witness my hand and seal this 2nd day of November in the year  
of our Lord One Thousand Nine Hundred and fifty-one and in the One Hundred and  
seventy-sixth year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

*H.D. Hawkins*

*Ansel M. Hawkins*

\_\_\_\_\_(SEAL)

*S.C. Dickson* \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

**State of South Carolina**  
**County of Spartanburg**

Personally appeared before me **Ansel M. Hawkins** and made oath that  
he saw the within named **S.C. Dickson**

sign, seal and as his act and deed deliver the within written deed, and that he, with  
**H.D. Hawkins** witnessed the execution thereof

Sworn to before me this 2nd  
day of November, A. D. 1951  
*H.D. Hawkins* (SEAL)  
Notary Public for S. C.

*Ansel M. Hawkins*

**State of South Carolina**  
**County of Spartanburg**

### RENUNCIATION OF DOWER

I, **Ansel M. Hawkins, a Notary Public for S.C.** do hereby certify  
unto all whom it may concern, that Mrs. **Sallie Dickson**  
wife of the within named **S.C. Dickson**  
did this day appear before me, and, upon being privately and separately examined by me, did declare that she does  
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce,  
release and forever relinquish unto the within named **The Wood Memorial Park, Inc., its**  
**successors**, ~~Heirs~~ and Assigns, all her interest and estate, and also all her right and  
claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this 2nd  
day of November, A. D. 1951  
*Ansel M. Hawkins* (SEAL)  
Notary Public for S. C.

*Sallie Dickson*



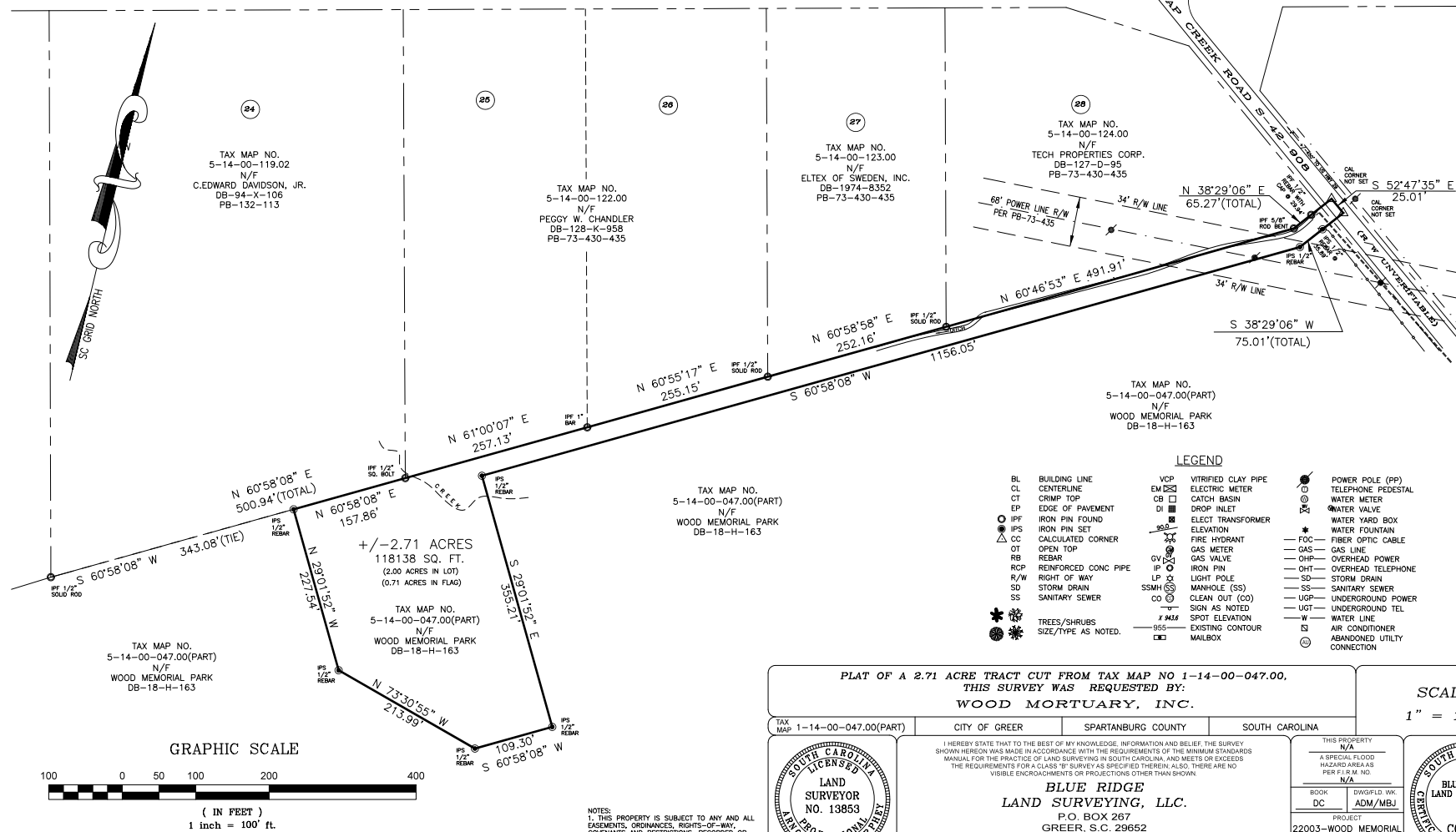
**C**

THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENT INSPECTION BY SURVEYOR.

-TO GREER

US HWY 29

TO LYMAN



NOTES:  
1. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, ORDINANCES, RIGHTS-OF-WAY, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY.  
2. ALL IPF/IPs ARE NO. 4 REBAR UNLESS OTHERWISE NOTED.

PLAT OF A 2.71 ACRE TRACT CUT FROM TAX MAP NO 1-14-00-047.00,  
THIS SURVEY WAS REQUESTED BY:  
WOOD MORTUARY, INC.

SCALE:  
1" = 100'

A circular professional seal for a land surveyor. The outer ring contains the text "SOUTH CAROLINA" at the top and "ARNOLD DELL MURPEY" at the bottom. The inner circle contains the text "LICENSED" at the top, "LAND SURVEYOR" in the center, and "NO. 13853" at the bottom. The word "PROFESSIONAL" is written along the bottom inner edge of the seal.

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

**BLUE RIDGE  
LAND SURVEYING, LLC.**  
P.O. BOX 267  
GREER, S.C. 29652

ARNOLD DELL MURPHEY, S.C.P.L.S. NO 13853

THIS PROPERTY  
N/A  
A SPECIAL FLOOD  
HAZARD AREA AS  
PER F.I.R.M. NO.  
N/A

BOOK DC	DWG./FLD. WK. ADM./MBJ
PROJECT 22003-WOOD MEMORIAL	
DATE JAN 14, 2022	

BLUE RIDGE LAND SURVEYING, LLC.



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

Date 1.18.24

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

Tax Map Number(s) 5-14-00-047.00

Property Address(s) 863 GAP CREEK ROAD

Acreage of Properties 1.03 County SPARTANBURG

**Applicant Information**

Name GABE WATERS (AGENT)  
Address 135 S. MAIN ST  
GREENVILLE SC 29601  
Contact Number 864.444.5005  
Email gabe@h2osdevelopment.com

**Property Owner Information**

*(If multiple owners, see back of sheet)*

Name WOOD MEMORIAL PARK  
Address 300 W. POINSETT ST  
GREER SC 29651  
Contact Number 864.877.3351  
Email 128jones@hellsbuth.net

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 X

The applicant hereby requests that the property described be zoned *(in the case of Annexation)* or rezoned from RESIDENTIAL to CORRIDOR COMMERCIAL.

Existing Use: CEMETARY Proposed Use: CREMATORY

Signature(s) [Signature]

All zoning classifications, permitted uses and fees are available at [www.cityofgreer.org](http://www.cityofgreer.org)

**OFFICE USE ONLY**

Date Filed \_\_\_\_\_

Case No. \_\_\_\_\_

Meeting Date \_\_\_\_\_

See Reverse

Complete the section below if multiple property owners

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Number \_\_\_\_\_  
Signature \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Number \_\_\_\_\_  
Signature \_\_\_\_\_


Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Number \_\_\_\_\_  
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Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Number \_\_\_\_\_  
Signature \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Number \_\_\_\_\_  
Signature \_\_\_\_\_

Name GARY C. WATERS (AGENT)  
Address 135 S. MAIN ST  
Contact Number 864.444.5005  
Signature 

**ZONING REPORT**  
**STAFF REPORT TO THE GREER PLANNING COMMISSION**  
**MONDAY, February 26, 2024**

---

**DOCKET:** RZ 24-01

**APPLICANT:** Wood Memorial Park

**PROPERTY LOCATION:** 863 Gap Creek Rd

**TAX MAP NUMBER:** P/O 5-14-00-047.00

**EXISTING ZONING:** SN, Suburban Neighborhood

**REQUEST:** Rezone to CC, Commercial Corridor

**SIZE:** 2.71 acres

**COMPREHENSIVE PLAN:** Traditional Neighborhood

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**ANALYSIS:** **RZ 24-01**

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**RZ 24-01** is a rezoning request for a portion of the parcel located at 863 Gap Creek Road. The request is to rezone the property from Suburban Neighborhood to Corridor Commercial. The intent of the rezoning is to allow for a crematorium.

Surrounding land uses and zoning include:

North:	Unzoned Spartanburg County – Commercial & Residential
East:	Unzoned Spartanburg County - Residential
South:	Manufacturing and Logistics - Industrial
West:	Commercial Corridor–vacant

Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, fourplexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

- Primary Uses: Single-family attached and detached residential, multiplexes, townhomes, parks
- Secondary Uses: Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses

The request is compatible with surrounding land uses; therefore, staff supports the request. The parcel is flanked to the east by heavy commercial uses with a large buffer and to the west by the existing cemetery.

**STAFF RECOMMENDATION: Approval**

**PLANNING COMISSION RECOMMENDATION: Approval**

**ACTION** – Mr. Lamb made a motion to approve the request. Mr. Lavender seconded the motion. The motion carried with a vote of 6 to 0. The motion passed.



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**First Reading of Ordinance Number 14-2024**

**Summary:**

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED THE CITY'S CONSTITUTIONAL DEBT LIMITATION AS THAT LIMIT MAY CHANGE FROM TIME TO TIME, TO PROVIDE FOR THE FUNDING OF VARIOUS CAPITAL PROJECTS AS PART OF AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; PROVIDING AUTHORITY FOR THE CITY TO REIMBURSE ITSELF FOR EXPENDITURES PRIOR TO BORROWING; PROVIDING FOR THE CREATION AND/OR UTILIZATION OF ONE OR MORE ENTITIES TO FACILITATE AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; PROVIDING FOR OTHER RELATED MATTERS. (Action Required)

**Executive Summary:**

Andy Merriman, City Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance Number 14-2024	3/11/2024	Ordinance

**CITY OF GREER, SOUTH CAROLINA**

**ORDINANCE NO. 14-2024**

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED THE CITY'S CONSTITUTIONAL DEBT LIMITATION AS THAT LIMIT MAY CHANGE FROM TIME TO TIME, TO PROVIDE FOR THE FUNDING OF VARIOUS CAPITAL PROJECTS AS PART OF AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; PROVIDING AUTHORITY FOR THE CITY TO REIMBURSE ITSELF FOR EXPENDITURES PRIOR TO BORROWING; PROVIDING FOR THE CREATION AND/OR UTILIZATION OF ONE OR MORE ENTITIES TO FACILITATE AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; PROVIDING FOR OTHER RELATED MATTERS.**

**ADOPTED: MARCH 26, 2024**

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## AN ORDINANCE

**PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED THE CITY'S CONSTITUTIONAL DEBT LIMITATION AS THAT LIMIT MAY CHANGE FROM TIME TO TIME, TO PROVIDE FOR THE FUNDING OF VARIOUS CAPITAL PROJECTS AS PART OF AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF PROPERTY RELATED TO THE BONDS; PROVIDING AUTHORITY FOR THE CITY TO REIMBURSE ITSELF FOR EXPENDITURES PRIOR TO BORROWING; PROVIDING FOR THE CREATION AND/OR UTILIZATION OF ONE OR MORE ENTITIES TO FACILITATE AN INSTALLMENT PURCHASE-TYPE ARRANGEMENT; PROVIDING FOR OTHER RELATED MATTERS.**

### **THE CITY OF GREER, SOUTH CAROLINA, CITY COUNCIL ORDAINS:**

**SECTION 1. *Findings.*** The City Council ("Council") of the City of Greer, South Carolina ("City"), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each city may incur general obligation bonded indebtedness on such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of that city ("Bonded Debt Limit").

(b) Pursuant to Title 5, Chapter 21 ("Municipal Bond Act"), Code of Laws of South Carolina, 1976, as amended ("Code"), the city council of any city of the State may issue general obligation bonds for any corporate purpose of that city up to any amount not exceeding that city's Bonded Debt Limit.

(c) The Municipal Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11 of the Code ("Article X Enabling Act"), provides that if an election be prescribed by the provisions of the Municipal Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the Municipal Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The City has acquired real property, or determined to acquire real property in all counties in which the City has municipal limits (now and in the future) and to design, construct, install, renovate, furnish, equip, and make various improvements to real property, and, in some cases, acquiring real property and/or interests in real property, for those items listed in Exhibit A hereto (by whatever classification designated in Exhibit A hereto, for purposes of this Ordinance, collectively, "Projects") to be used by the City on real property owned, or to be acquired, by the City, and the City has determined that it may form and use one or more entities, on the behalf and for the benefit of the City, to accomplish the purposes of this Ordinance (collectively, "Entity"),

including the issuance of bonds and the execution and delivery of various documents to effect, as and to the extent necessary or prudent, the transfer of real property interests in the Projects to, or from (or both), the City, the Entity, and other related matters, all intended to accomplish an installment purchase-type arrangement; and

(e) The assessed valuation of all property in the City as of June 30, 2023, for purposes of computation of the Bonded Debt Limit, is not less than \$211,861,060. Eight percent of this assessed valuation is \$16,948,885 (“City’s Bonded Debt Limit”). As of the enactment of this Ordinance, the City has outstanding no more than \$6,973,000 of general obligation indebtedness subject to the City’s Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the City’s Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the City’s Bonded Debt Limit is the amount of general obligation indebtedness which the City may incur without a referendum, which is no less than: \$9,975,885.

(f) The Council has found it is in the best interest of the City for the Council to provide for the issuance of one or more general obligation bonds of the City, pursuant to the provisions of the Constitution and laws of the State of South Carolina in the aggregate principal amount not to exceed the City’s Bonded Debt Limit for the purpose of: (i) funding the Projects, including by refunding any existing indebtedness related to the Projects; (ii) funding the acquisition of an interest in the Projects, if held by the Entity; (iii) providing for capitalized interest, if any, on the Bonds or BANs; (iv) defraying additional costs of the Projects; and (v) paying the costs of issuance related to the Bonds or BANs (as described in Section 16, below).

**SECTION 2. *Authorization and Details of Bonds and the Projects.*** Pursuant to the Constitution and laws of the State of South Carolina, the City is authorized to issue not exceeding the City’s Bonded Debt Limit in general obligation bonds of the City to be designated “General Obligation Bonds of the City of Greer, South Carolina” (“Bonds”) for the purposes set forth in Section 1, herein. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the City Administrator; may be in such denominations as the City Administrator determines not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the City Administrator; and shall mature as determined by the City Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the City Administrator.*** The Council expressly delegates to the City Administrator determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs), whether to issue taxable or tax-exempt bonds, whether the Bonds will be held under a book-entry only system, and whether to issue bonds as provided by any, if any, state or federal economic recovery or “stimulus” laws. The City Administrator is further directed to consult with King Kozlarek Law Root LLC, the City’s bond counsel, in making any such decisions.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Municipal Clerk or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The City shall cause books (“registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the City, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the City shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the City nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the City shall execute, and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the City nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The City establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the City and the Registrar/Paying Agent evidence or proof satisfactory to the City and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the City and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen, or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry Only System.***

(a) Notwithstanding anything to the contrary herein, if and for so long as any Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor

securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the Securities Depository nominee for the Bonds. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as a book-entry system is in effect for any Bonds, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) if the Bonds are to be redeemed in part, selecting the portions of such Bonds to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

(c) The City shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The City shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bonds.

(e) In the event that the City determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository of such determination. In such event, the City shall appoint a Registrar/Paying Agent which shall authenticate, register, and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the City or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the City or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. *Execution of Bonds.*** The Bonds shall be executed in the City’s name with the manual or electronic signature of the Mayor and attested by the manual or electronic signature of the Municipal Clerk under a facsimile of the seal of the City which shall be impressed, imprinted, or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

**SECTION 10. *Form of Bond.*** The Bonds shall be in the form as determined by the City Administrator pursuant to Section 3 herein.

**SECTION 11. *Security for Bond.*** The full faith, credit and taxing power of the City are irrevocably pledged for the payment of the principal and interest of the Bonds as they respectively mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all

taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. *Exemption from Taxation.*** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 13. *Sale of Bond, Form of Notice of Sale.*** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code, as the City Administrator may determine, using a Notice of Sale, Notice of Private Sale, or other similar Notice, as the City Administrator may determine.

**SECTION 14. *Deposit and Application of Proceeds.*** It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the City and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Projects. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray the costs of the Projects or, if not so required, to pay principal on the Bonds.

**SECTION 15. *Defeasance.***

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the City is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) (“Escrow Agent”) shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the City shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the City shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may

be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the City for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the City.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the City shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the City has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The City covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 16. *Authority to Issue Bond Anticipation Notes (“BANs”).*** If the City Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code (“BAN Act”) rather than the Bonds would result in savings in interest cost under prevailing market conditions or for other reasons would be in the best interest of the City, the City Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the



maturity thereof, the City Administrator should determine that further issuance of BANs rather than the Bonds would result in savings in interest cost under then prevailing market conditions or for other reasons would be in the City's best interest, the City Administrator is requested to continue the issuance of BANs until the City Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

**SECTION 17. *Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the City Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the City Administrator.

(b) The BANs shall be numbered from one upwards for each issue and may be in such denominations as the City Administrator determines and as requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the City or, at the option of the City, designated by the purchaser of the BAN.

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the City, as shall be determined by the City Administrator. In such event, the City may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The City Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the City Administrator pursuant to Section 3 herein.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the City, or at the option of the City, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the City may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the City, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the City evidence of such loss, theft or destruction satisfactory to the City, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the City may pay the same without surrender thereof. The City may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully registered form shall be transferable only upon the books of registry of the City, which shall be kept for that purpose at the office of the City as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the City as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the City shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with

respect thereto. As to any BAN in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the City shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the City (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the City, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the City may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the City shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the City. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the City may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 18. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the City covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 19. *Tax and Securities Laws Covenants.*** To the extent the City determines to issue tax-exempt bonds, with respect to those bonds:

(a) The City covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended, and to that end the City shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The City further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The City covenants to file Internal Revenue Service (“IRS”) form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(d) The City may reimburse itself for any expenditures under IRS regulations according as previously described in Resolution Number 8-2023, adopted by Council, as the governing body of the City, on June 27, 2023.

**SECTION 20. *Building Purchase/Sale and Appropriation of Funds.*** The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials to negotiate in good faith to purchase, sell and develop the real property on which the Projects are to be located, take all steps reasonably necessary and proper to purchase, sell and develop the Projects. Further, the City Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the City, to take whatever further actions

and execute whatever further documents, including purchase-sale agreements, option contracts, deeds or other similar agreements, as the City Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance, and assist in purchasing, selling and developing the Projects.

**SECTION 21. *Authorization for City Officials to Execute Documents.*** The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials to execute and consent to such documents and instruments, including, as and if applicable, a bond purchase agreement and/or applicable general certificate(s), a base lease, a purchase and use agreement, continuing disclosure certificate/agreement, and further including, *e.g.*, purchase-sale agreements, option contracts, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

**SECTION 22. *Consent to Action by Third Parties.*** The Council authorizes the creation and/or utilization of the Entity and the undertakings by the Entity regarding the Projects and the issuance by the Entity of revenue bonds, including the form of those revenue bonds. Further, the Council acknowledges that the initial board of directors of the Entity is anticipated to have no more than five members. The Council consents to and approves the issuance, sale, execution, and delivery of bonds, by the Entity, in one or more series and/or sub-series of taxable or tax-exempt obligations, in an amount or amounts to be set pursuant to a resolution to be adopted by the board of directors of the Entity to provide for the payment of the costs of the Projects and the costs of issuance and all expenses in connection therewith. The Council also agrees to accept the Projects at such time as the bonds issued by the Entity are retired. The Entity is not authorized to move forward with consummation of the installment purchase-type arrangement unless and until the Council approves a resolution in the substantially final form attached to this Ordinance as Exhibit B. The Council authorizes the Mayor, Municipal Clerk, City Administrator, and other City Officials take all steps reasonably necessary and proper to effect the intent of this Section 22.

**SECTION 23. *Publication of Notice of Adoption of Ordinance pursuant to Section 11-27-40, paragraph 8, of the Code.*** Pursuant to the provisions of Section 11-27-40 of the Code, the City Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 24. *Retention of Bond Counsel and Other Suppliers.*** The Council authorizes the City Administrator to retain the law firm of King Kozlarek Root Law LLC, as bond counsel.

The Council further authorizes the City Administrator to enter into other contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution, and delivery of the Bond as is necessary and desirable. The City Administrator is authorized to make these arrangements without regard to further restrictions under the City's procurement process, based on the advice of bond counsel.

**SECTION 25. *General Repealer.*** All ordinances, rules, regulations, resolutions, and parts thereof, procedural, or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]  
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[SEAL]  
ATTEST:

First Reading: March 12, 2024  
Second Reading / Final Approval: March 26, 2024

Michael E. Kozlarek, Esq.  
King Kozlarek Root Law LLC

## **EXHIBIT A** **LISTS OF PROJECTS**

The following sites and projects are subject to the Base Lease and the Purchase and Use Agreement, each as described in the Resolution adopted by The Greer Trust on March 19, 2024, subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement (as described in the Resolution adopted by The Greer Trust on March 19, 2024), by the Chair/President of the Entity, if any, in consultation with the City Administrator, but with the present intention that these Projects be ordered in the following groups.

### Initial Bond Issue

Public Safety Training Facilities	\$17,000,000
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### Subsequent Bond Issue(s)

Sports and Event Center	\$47,000,000†
Fire Station	\$10,000,000
Parking Garage	\$14,000,000

## LIST OF ANCILLARY PROJECTS

The following sites and projects, which are exempt from the Trust Estate, and which are subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, by the Chair/President of the Entity, if any, in consultation with the City Administrator, but with the present intention that these Ancillary Projects be ordered in the following groups.

### Initial Bond Issue

Sports and Event Center	\$13,000,000†
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### Subsequent Bond Issue(s)

None

## ADDITIONAL PROJECTS

The Chair/President of the Entity, if any, in consultation with the City Administrator, may amend, in any respect, the list of Projects and/or Ancillary Projects to include and/or substitute one or more of the following projects and may otherwise amend the list of Projects and/or Ancillary Projects as and if provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, which Additional Projects, if any, may or may not be exempt from the Trust Estate depending on whether such Additional Projects are designed as Projects or Ancillary Projects.

### Initial Bond Issue

None

### Subsequent Bond Issue(s)

None

†The City contemplates the portion of the Sports and Event Center being financed as part of the initial bond issue will be an Ancillary Project, but that initial portion along with the remainder of the Sports and Event Center being financed as part of one or more subsequent bond issues will be, in total, a “Project” for purposes of treatment under a subsequent base lease, purchase and use agreement, and trust agreement.

**EXHIBIT B**  
**FORM OF APPROVING RESOLUTION**

**A RESOLUTION OF THE CITY OF GREER, SOUTH CAROLINA  
CONFIRMING ITS PARTICIPATION IN AN INSTALLMENT  
PURCHASE-TYPE ARRANGEMENT AND PLAN OF FINANCE  
RELATING TO VARIOUS CAPITAL PROJECTS IN THE CITY; AND  
OTHER RELATED MATTERS.**

WHEREAS, the City Council (“Council”) of the City of Greer, South Carolina (“City”) previously enacted Ordinance No. []-2024, on March 26, 2024 (“Ordinance”);

WHEREAS, pursuant to the Ordinance, the City authorized the issuance of general obligation bonds in support of, and provided its consent to, an installment purchase-type arrangement for various capital projects in the City;

WHEREAS, The Greer Trust, a South Carolina nonprofit corporation (“Corporation”) was previously formed solely for the purpose of supporting the governmental mission and certain activities of the City of Greer, South Carolina (“City”);

WHEREAS, the City understands the Corporation desires to assist the City by designing, constructing, installing, renovating, furnishing, equipping, and making various improvements to real property and, in some cases, acquiring real property and/or interests in real property (i) for the items listed as “Projects” in Exhibit A hereto (collectively, “Projects”) to be used by the City on real property owned, or to be acquired, by the City (“City Real Property,” and, with the Projects, collectively, “Facilities”), (ii) for the items listed as “Ancillary Projects” in Exhibit A hereto, which are certain additional facilities to be used by the City, on real property owned, or to be acquired, by the City, which are exempt from the Trust Estate (as described in the Trust Agreement (“Trust Agreement”), as described in the Resolution adopted by the Corporation on March 19, 2024 (“Resolution”) and certain aspects of the Purchase and Use Agreement (as described in the Resolution) (collectively, “Ancillary Projects”), and (iii) such “Additional Projects,” if any, as may be listed in Exhibit A hereto, which projects may or may not be exempt from the Trust Estate and certain aspects of the Purchase and Use Agreement depending on whether such Additional Projects, if any, are designated as “Projects” or “Ancillary Projects,” as defined above (collectively, “Additional Projects”);

WHEREAS, to provide funds for the payment of the costs of the Projects, the Ancillary Projects, and any, if any, Additional Projects, the City understands the Corporation intends to issue taxable or tax-exempt Installment Purchase Revenue Bonds (City Improvement Projects) in one or more series, with such series and subseries designation as may be appropriate (collectively, “Bonds”) under and by the terms of one or more trust agreements (each, a “Trust Agreement”) by and between the Corporation and [], as initial trustee (as such trustee may be separate and distinct for each series and/or subseries of Bonds, collectively, “Trustee”);

WHEREAS, to effectuate the financing of the Projects, the Ancillary Projects, and any, if any, Additional Projects, the City and the Corporation desire to enter into (i) one or more base lease and conveyance agreement(s) or other similar agreement(s) (each, a “Base Lease”), pursuant to which the City will lease to the Corporation the City Real Property and convey to the Corporation any existing facilities, as may be described in the Base Lease, and (ii) one or more installment purchase and use agreement(s) or other similar agreement(s) (each, a “Purchase and Use Agreement”) pursuant to which the City understands the Corporation will make certain improvements and renovations on the City Real Property in the form of the Projects, the Ancillary Projects, and any, if any, Additional Projects, and the City would then purchase from the Corporation the Facilities and will be entitled to occupy the Projects pending completion of the payment therefor; and



WHEREAS, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement are, collectively, “Financing Documents”;

WHEREAS, the City desires to adopt this Resolution approving the Base Lease, the Purchase and Use Agreement, and consenting to the Trust Agreement and the sale, issuance, and delivery of the Bonds, pursuant to United States federal law and regulation and the provisions of the Constitution and laws of the State of South Carolina and to satisfy the requirements of Section 22 of the Ordinance;

NOW, THEREFORE, the Council resolves:

## ARTICLE I AUTHORIZATION OF AND CONSENT TO FINANCING DOCUMENTS

**SECTION 1.01. *Base Lease and Purchase and Use Agreement.*** The City is authorized to enter Financing Documents with the Corporation to effect the Transaction and the sale, issuance, and delivery of the Bonds. The Mayor, and the City Administrator, and designees, are each authorized to negotiate and approve the form, terms, and provisions of the Financing Documents on behalf of the City and the Mayor and Municipal Clerk are authorized to execute the Financing Documents on behalf of the City and deliver the same to the Corporation.

**SECTION 1.02. *Consent to Trust Agreement.*** The Council consents to the Corporation’s execution of a Trust Agreement pursuant to which the Corporation will issue the Bonds to effect the Transaction.

**SECTION 2.01. *Official Statement.*** The City acknowledges and consents to the Corporation’s preparation, distribution, and use offering documents (including any amendments or supplements as may be requested, collectively, “Official Statement”) prepared in conjunction with the issuance of the Bonds, which may include certain information and data relating to the City, in connection with the offer and sale of the Bonds. After the acceptance of an offer to purchase the Bonds, the City acknowledges and consents to the Corporation’s preparation, distribution, and use of a final Official Statement. The Mayor, the City Administrator, and their designees, are each authorized to deem “final” the preliminary Official Statement, and any amendments or supplements, for purposes of S.E.C. Rule 15c2-12. The City approves and consents to the execution and delivery by the Corporation and the Mayor and the City Administrator, or either of them acting alone, of a final Official Statement.

**SECTION 2.02. *Bond Sale.*** The City acknowledges that the Corporation may engage appropriate professionals to assist the Corporation in arranging for the sale, issuance, placement, and distribution of the Bonds and consents to the Corporation’s engagement of those professionals and the execution of documents necessary or desirable to effect the sale, issuance, placement, and distribution, of the Bonds.

**SECTION 2.03. *Use of Bond Proceeds.*** The City acknowledges that the proceeds of the Bonds, net of original issue discount and premium, and underwriter’s discount as provided in any bond purchase agreement, or other similar agreement, between the Corporation and the underwriter/placement agent for the Bonds, shall be applied, as provided in the Trust Agreement, to (i) provide the amounts necessary for the Corporation to lease the City Real Property from the City, (ii) pay the costs of the Facilities, the Ancillary Projects, and any, if any, Additional Projects (including any capitalized interest with respect thereto), (iii) provide for reserve funds, if any, to further secure the Bonds, which provision may be made by surety bond or other financial guaranty, (iv) pay the premium of a municipal bond insurance policy, if any, issued in connection with the Bonds, and (v) pay costs of issuance of the Bonds. The Projects, the Ancillary Projects, and any, if any, Additional Projects, shall be listed generally in the Official Statement prepared in conjunction with the issuance of the Bonds. The City authorizes each of the Mayor and the City Administrator, and designees, to work with the Corporation to determine and fix any details of the Bonds and the Projects, Ancillary Projects, and any, if any, Additional

Projects, as may be necessary or desirable to effect the Transaction and the sale, issuance, and delivery of the Bonds.

### ARTICLE III GENERAL AUTHORIZATION

**SECTION 3.01. General Authorization.** The Mayor, the City Administrator, and the Municipal Clerk, and their designees, are each authorized to execute and deliver whatever documents and take whatever actions are necessary or desirable to effect the Transaction, and the intent of this Resolution.

**SECTION 3.02. Financing Terms and Professionals.** The City consents to the retention by the Corporation of King Kozlerek Root Law LLC, as bond counsel, disclosure, special tax, and issuer's counsel, and waives any conflict with that firm serving in these roles while still serving as the City's bond and economic development counsel, in connection with the issuance and sale of the Bonds. The City Administrator, and designees, are authorized to hire other professionals, including other financial professionals and legal counsel, as may be necessary or prudent to facilitate the Transaction, and the sale, issuance, and delivery of the Bonds, and the execution and delivery of the Financing Documents.

**SECTION 3.03. Effective Date.** This Resolution is immediately effective and no further authorization is required to execute and deliver all documents necessary or desirable to effect the Transaction and the sale, issuance, and delivery of the Bonds. This Resolution satisfies the requirements of Section 22 of the Ordinance. This Resolution shall be construed liberally to effect the Council's intent.

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

Adopted: March 26, 2024.

**CITY OF GREER, SOUTH CAROLINA**

---

Richard W. Danner, Mayor

**[SEAL]**  
**ATTEST:**

---

Tammela Duncan, Municipal Clerk

## EXHIBIT A LIST OF PROJECTS

The following sites and projects are subject to the Base Lease and the Purchase and Use Agreement, each as described in the Resolution adopted by The Greer Trust on March 19, 2024, subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement (as described in the Resolution adopted by The Greer Trust on March 19, 2024), by the Chair/President of the Entity, if any, in consultation with the City Administrator, but with the present intention that these Projects be ordered in the following groups.

### Initial Bond Issue

Public Safety Training Facilities	\$17,000,000
-----------------------------------	--------------

### Subsequent Bond Issue(s)

Sports and Event Center	\$47,000,000†
Fire Station	\$10,000,000
Parking Garage	\$14,000,000

## LIST OF ANCILLARY PROJECTS

The following sites and projects, which are exempt from the Trust Estate, and which are subject to adjustment, as provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, by the Chair/President of the Entity, if any, in consultation with the City Administrator, but with the present intention that these Ancillary Projects be ordered in the following groups.

### Initial Bond Issue

Sports and Event Center	\$13,000,000†
-------------------------	---------------

### Subsequent Bond Issue(s)

None

## ADDITIONAL PROJECTS

The Chair/President of the Entity, if any, in consultation with the City Administrator, may amend, in any respect, the list of Projects and/or Ancillary Projects to include and/or substitute one or more of the following projects and may otherwise amend the list of Projects and/or Ancillary Projects as and if provided in the Base Lease, Purchase and Use Agreement, or Trust Agreement, which Additional Projects, if any, may or may not be exempt from the Trust Estate depending on whether such Additional Projects are designed as Projects or Ancillary Projects.

### Initial Bond Issue

None

### Subsequent Bond Issue(s)

None

†The City contemplates the portion of the Sports and Event Center being financed as part of the initial bond issue will be an Ancillary Project, but that initial portion along with the remainder of the Sports and Event Center being financed as part of one or more subsequent bond issues will be, in total, a “Project” for purposes of treatment under a subsequent base lease, purchase and use agreement, and trust agreement.



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**First and Final Reading of Resolution Number 6-2024**

**Summary:**

A RESOLUTION PURSUANT TO SECTION 4-1-170(C), CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, CONSENTING TO THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF GREER IN A JOINT INDUSTRIAL AND BUSINESS PARK OF SPARTANBURG AND CHEROKEE COUNTIES. (Action Required)

**Executive Summary:**

Reno Deaton, Economic Development Director

**ATTACHMENTS:**

Description	Upload Date	Type
❏ Resolution Number 6-2024	3/7/2024	Resolution

## RESOLUTION NUMBER 6-2024

### **A RESOLUTION PURSUANT TO SECTION 4-1-170(C), CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, CONSENTING TO THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF GREER IN A JOINT INDUSTRIAL AND BUSINESS PARK OF SPARTANBURG AND CHEROKEE COUNTIES.**

**WHEREAS**, Spartanburg County desires to enlarge the boundaries of a joint county industrial and business park (the "**Park**") of Spartanburg and Cherokee Counties (together, the "**Counties**") created pursuant to an Agreement for the Development of Joint Industrial and Business Park dated as of April 20, 2009, as amended, delivered pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "**Code**"), in order to locate certain parcel(s) of real property in Spartanburg County therein; and

**WHEREAS**, the parcels described in the attached Exhibit A (the "**City Parcel**") are located within the corporate limits of the City of Greer (the "**City**") and is among the parcels of land that the Counties desire to include within the Park; and

**WHEREAS**, pursuant to Section 4-1-170(C) of the Code, the City must consent to the inclusion of the City Parcels in the Park prior to such inclusion;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Greer, South Carolina, in meeting duly assembled, that the inclusion of the City Parcels in the Park is hereby consented to by the City pursuant to all requirements of South Carolina law, including Section 4-1-170(C) of the Code.

This Resolution shall become effective immediately. All orders, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Done in meeting duly assembled this 12<sup>th</sup> day of March, 2024.

**CITY OF GREER, SOUTH CAROLINA**

(SEAL)

---

Richard W. Danner. Mayor

Attest:

---

Tammela Duncan, Municipal Clerk

Approved as to form:

---

Daniel Hughes, City Attorney



EXHIBIT A

**Atlas AT IPG, LLC**

5-24-00-036.02

All that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Spartanburg, containing a 15.196 acre parcel of land, more or less, as shown on a plat prepared by Site Design, Inc., dated August 2, 2022, for Atlas Capital, and recorded on October 6, 2022 in Plat Book 182, Page 334, in the Office of the Register of Deeds for Spartanburg County, South Carolina, to which plat reference is made for a more complete description.

**STATE OF SOUTH CAROLINA**

**COUNTY OF GREENVILLE**

I, the undersigned Municipal Clerk of the City of Greer, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of resolution duly adopted at a meeting of said City Council held on March 12, 2024, at which meeting a quorum was at all times present.

**WITNESS MY HAND** this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Tammela Duncan, Municipal Clerk,  
City of Greer, South Carolina



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**First and Final Reading of Resolution Number 8-2024**

**Summary:**

A RESOLUTION TO ACCEPT PAXTON MEADOWS SUBDIVISION STREETS, NAMELY LIFESTYLE COURT, AND COURTYARD COURT INTO THE CITY OF GREER STREET SYSTEM (Action Required)

**Executive Summary:**

David Buchanan, Civil Engineer

**ATTACHMENTS:**

Description	Upload Date	Type
❑ Resolution Number 8-2024	3/7/2024	Resolution
❑ Res 8-2024 Transfer of Street document	3/7/2024	Backup Material
❑ Res 8-2024 GIS Photo Paxton Meadows	3/7/2024	Backup Material
❑ Res 8-2024 Picture Paxton Meadows	3/7/2024	Backup Material
❑ Res 8-2024 Paxton Meadows Recorded Plat	3/7/2024	Backup Material
❑ Res 8-2024 Two Year Warranty	3/7/2024	Backup Material

**RESOLUTION NUMBER 8 – 2024**

**A RESOLUTION TO ACCEPT PAXTON MEADOWS SUBDIVISION  
STREETS, NAMELY LIFESTYLE COURT, AND COURTYARD  
COURT INTO THE CITY OF GREER STREET SYSTEM**

**WHEREAS**, the streets within the subdivision have been constructed in accordance with approved plans and maintained by the developer; and

**WHEREAS**, the lots within the subdivision shall be built upon to City standards;

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council duly assembled this 12th day of March, 2024 that the certain streets within **PAXTON MEADOWS** subdivision, more specifically described as follows, be accepted into the City of Greer street system:

**LIFESTYLE COURT** from its intersection with Brushy Creek Road to its end, a length of approximately 744.5 feet with a right-of-way width of 44 feet.

**COURTYARD COURT** from its intersection with Red Horse Way to its end, a length of approximately 700.0 feet with a right-of-way width of 44 feet.

**CITY OF GREER, SOUTH CAROLINA**

\_\_\_\_\_  
Richard W. Danner, Mayor

Attest:

\_\_\_\_\_  
Tammela Duncan, Municipal Clerk

Approval Date: \_\_\_\_\_

**STATEMENT OF DEDICATION AND TRANSFER OF  
STREETS AND ROADS TO THE CITY OF GREER  
FOR PUBLIC USE BY A CORPORATION  
STATE OF SOUTH CAROLINA  
COUNTY OF**

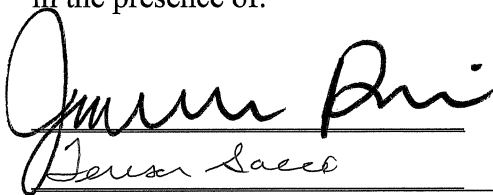
We, the undersigned, do hereby state that we are duly authorized officers of and that said corporation is the owner in fee simple of the lands which it has caused to be subdivided into a subdivision named Paxton Meadows, as shown on a plat which is on file in the office of the Planning Commission of City of Greer, and which upon approval by said Commission will be recorded in the office of the County Register of Mesne Conveyance.

NOW, THEREFORE, KNOW ALL MEN, that the corporation freely offers and dedicates to those who may purchase said property or any part of it, to the general public and to local authorities who have responsibility for maintenance, the use and control of the streets and roads shown on said plat of property for public use.

The property shown on said plat is not encumbered by a mortgage, judgment, or other  
lien or encumbrance, except:

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its duly authorized partner(s) and has caused its common seal to be affixed thereto this 22 day of February, 2024.

Signed, Sealed and Delivered  
in the presence of:

  
Janelle Price

NewStyle Paxton Meadows, LLC (SEAL)  
Name of Corporation

By: 

Bo Maney, COO

North Carolina  
STATE OF SOUTH CAROLINA  
COUNTY OF Gaston

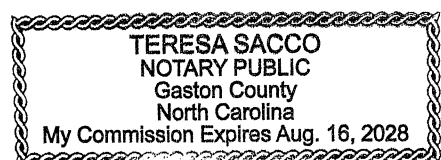
PROBATE

PERSONALLY appeared before me Teresa Sacco who  
being first duly sworn, deposes and says that (s)he saw the within named  
Bo maney, by its duly authorized officers, sign, seal and as its act and deed,  
deliver the within Dedication and that (s)he, with Janelle Price  
witnessed the execution thereof.

SWORN to before me this 22nd day of February, 2024

Teresa Sacco (L.S.)  
Notary Public for South Carolina North Carolina

My Commission Expires: August 16, 2028







CARROLLTON CT

BRUSHY CREEK RD

LIFESTYLE CT

GOLF MARSH CT

- 328, 341, 337, 333, 329, 325, 321, 317, 313, 309, 305, 301, 225, 221, 217, 213, 209, 205
- 304, 308, 312, 316, 320, 324, 328, 332, 336, 340
- 100, 104, 108, 112, 116, 120, 124, 125, 121, 117, 113, 109, 105, 101, 204, 208, 212, 216, 220, 224, 228, 232, 236, 240, 244, 248, 252, 256, 260, 264, 268, 272, 276, 280, 284, 288, 292, 296, 300, 304, 308, 312, 316, 320, 324, 328, 332, 336, 340
- 1, 2, 6, 10, 14, 18, 22, 26, 30, 34, 38, 42, 46, 50, 54, 58, 62, 66, 70, 74, 78, 82, 86, 90, 94, 98, 102, 106, 110, 114, 118, 122, 126, 130, 134, 138, 142, 146, 150, 154, 158, 162, 166, 170, 174, 178, 182, 186, 190, 194, 198, 202, 206, 210, 214, 218, 222, 226, 230, 234, 238, 242, 246, 250, 254, 258, 262, 266, 270, 274, 278, 282, 286, 290, 294, 298, 302, 306, 310, 314, 318, 322, 326, 330, 334, 338, 342, 346, 350, 354, 358, 362, 366, 370, 374, 378, 382, 386, 390, 394, 398, 402, 406, 410, 414, 418, 422, 426, 430, 434, 438, 442, 446, 450, 454, 458, 462, 466, 470, 474, 478, 482, 486, 490, 494, 498, 502, 506, 510, 514, 518, 522, 526, 530, 534, 538, 542, 546, 550, 554, 558, 562, 566, 570, 574, 578, 582, 586, 590, 594, 598, 602, 606, 610, 614, 618, 622, 626, 630, 634, 638, 642, 646, 650, 654, 658, 662, 666, 670, 674, 678, 682, 686, 690, 694, 698, 702, 706, 710, 714, 718, 722, 726, 730, 734, 738, 742, 746, 750, 754, 758, 762, 766, 770, 774, 778, 782, 786, 790, 794, 798, 802, 806, 810, 814, 818, 822, 826, 830, 834, 838, 842, 846, 850, 854, 858, 862, 866, 870, 874, 878, 882, 886, 890, 894, 898, 902, 906, 910, 914, 918, 922, 926, 930, 934, 938, 942, 946, 950, 954, 958, 962, 966, 970, 974, 978, 982, 986, 990, 994, 998









## TWO YEAR WARRANTY AGREEMENT

CITY OF GREER

DATE	RECORDED:	PLAT
BK _____	PAGE	INST NO: _____

This agreement is entered into this 22 day of February, 2024, between the City of Greer, SC, hereinafter referred to as the City of Greer and NewStyle Paxton Meadows, LLC, hereinafter referred to as the Developer.

WITNESSETH:

WHEREAS, NewStyle Paxton Meadows is the developer of record for a project known as Paxton Meadows, located at 2941 Brushy Creek Road; Tax Map No. T035.00-01-012.00; T035.00-01-013.04 and T035.00-01-013.07; T035.00-01-013.08

WHEREAS, the City of Greer requires that all improvements, including grading, drainage, paving of roads, sidewalks, and curbing in such developments be completed and properly certified by the appropriate agencies as a condition of receiving final plat approval; and WHEREAS, all grading, drainage, paving of roads, sidewalks, and curbing in such development have been inspected by the City of Greer and have been certified as meeting all City of Greer construction and engineering standards; and WHEREAS, the Developer has applied to the City of Greer for final plat approval of such development; and offered Lifestyle Court and Courtyard Court (road(s)); between lots 1-49 for dedication.

WHEREAS, the City of Greer further requires as a condition of final plat approval the Developer enter into an agreement with the City to repair, upon written notice by the City of Greer at the Developer's expense, all defects in materials and workmanship which may occur in any grading, drainage, paving of roads, sidewalks, and curbing accepted by the City of Greer for a period of two (2) years from the date such work is accepted by and dedicated to the City of Greer. This date commences at the termination of any bond work once the roads are complete.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. The Developer agrees to promptly repair, upon written notice by the City of Greer at the Developer's expense, all defects in materials and workmanship which occur in any grading, drainage, paving of roads, sidewalks, and curbing accepted by the City of Greer to the project described in Paragraph 1 above for a period of two (2) years from the date such Final Plat is recorded in the Register of Deeds Office of the appropriate county evidencing the dedication to the City of Greer of such improvements. Such repairs shall be commenced within thirty (30) days of receipt of written notification by Developer, provided however, that such length of time may be extended by the City of Greer for good cause shown. If the Developer fails to correct any defects pursuant to these provisions, the City of Greer shall be free to pursue all other available remedies provided for by law.
2. Written notification by the City of Greer to the Developer may be given and shall be deemed to have been duly given if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope containing the below stated address:

To Developer at: NewStyle Paxton Meadows, LLC  
96 E. Catawba St  
Belmont, NC 28012

The Developer may at any time change the address for notices by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the change.

This contract cannot be assigned without the prior written approval of the City and such written approval shall not be unreasonably withheld.

This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

City of Greer Planning Staff or Department Head

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTESTED:

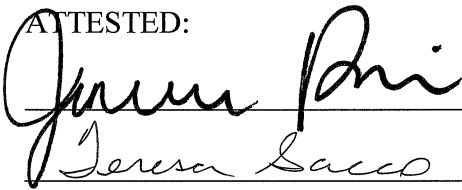
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER

By: Bo Maney

Title: Chief Operating Officer

Its officer or agent duly authorized to execute  
this Contract on its behalf.

ATTESTED:  
  
\_\_\_\_\_  
Jerrisa Sacco



**AGENDA**  
**GREER CITY COUNCIL**  
**3/12/2024**

**First and Final Reading of Resolution Number 9-2024**

**Summary:**

A RESOLUTION OF THE CITY OF GREER, SOUTH CAROLINA, (A) DECLARING REALLOCATING FUNDS AND REDESIGNATING PROJECTS RELATED TO EXPENDITURES MADE AS PART OF A 2021 LEASE PURCHASE PLAN OF FINANCE; AND (B) PROVIDING FOR OTHER RELATED MATTERS. (Action Required)

**Executive Summary:**

David Seifert, Chief Financial Officer

**ATTACHMENTS:**

Description	Upload Date	Type
☐ Resolution Number 9-2024	3/7/2024	Resolution



## **RESOLUTION NUMBER 9-2024**

### **A RESOLUTION OF THE CITY OF GREER, SOUTH CAROLINA, (A) DECLARING REALLOCATING FUNDS AND REDESIGNATING PROJECTS RELATED TO EXPENDITURES MADE AS PART OF A 2021 LEASE PURCHASE PLAN OF FINANCE; AND (B) PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, on or about July 30, 2021, the City consummated a lease purchase transaction in the amount of \$2,635,234 ("Financing"), in which some Financing proceeds were used to pay for 5-year assets and some Financing proceeds were used to pay for 10-year assets;

**WHEREAS**, following consummation of the Financing, because of various changes in project costs and other financial market conditions, the City found it appropriate to make adjustments to the allocation of Financing proceeds to certain updated projects and the designation of those Financing proceeds to certain updated classes of assets; and

**WHEREAS**, the City intends for this Resolution to provide formal reallocation of funds to the updated projects and a redesignation of the same to 5-year or 10-year asset classes;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREER, SOUTH CAROLINA, CITY COUNCIL RESOLVES:**

**SECTION 1.** The list of projects provided for in the Financing is updated to reflect the following revised allocation of Financing proceeds and redesignation of asset classes for those projects as follows:

- a. \$32,701.00 is allocated to "Procurement Software," and the Procurement Software is designated as a 10-year asset;
- b. \$5,912.40 is allocated to a "Flail Mower," and the Flail Mower is designated as a 10-year asset;
- c. \$7,589.97 is allocated to a "Leaf Box," and the Leaf Box is designated as a 10-year asset; and
- d. \$137,000.00 with-in the 10-year asset class remains unallocated and will be allocated by subsequent City Resolution.

**SECTION 2.** The City Administrator, or the City Administrator's designee, is directed to provide this Resolution to the financial institution that participated with the City in the Financing as evidence of the City's intention to reallocate and redesignate.

**SECTION 3.** All resolutions and parts thereof in conflict herewith are, to the extent of such conflict, repealed.

**[ONE SIGNATURE PAGE FOLLOWS]**

**[REMAINDER OF PAGE SUBSTANTIVELY BLANK]**

Adopted: March 12, 2024.

**CITY OF GREER, SOUTH CAROLINA**

---

Richard W. Danner, Mayor

**[SEAL]**  
**ATTEST:**

---

Tammela Duncan, Municipal Clerk

APPROVED AS TO FORM:

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Michael E. Kozlarek, Esq.  
King Kozlarek Root Law LLC