



# City Council Agenda

Agenda Of 3-9-2020

Documents:

[AGENDA OF 3-9-2020.PDF](#)

Draft - Formal Minutes Of 2-24-2020

Documents:

[DRAFT - FORMAL MINUTES OF 2-24-2020.PDF](#)

Item 11a

Documents:

[ITEM 11A - Z-26-2018M MODIFY ADAMS HILL PLANNED DEVELOPMENT \(HAYWOOD ROAD AND PELHAM ROAD\).PDF](#)

Item 11b

Documents:

[ITEM 11B - APPROPRIATION - 20,104 AND AMEND GOVERNOR SCHOOL, FURMAN COLLEGE WAY AGREEMENT.PDF](#)

Item 11c

Documents:

[ITEM 11C - AB-8-2019 - ABANDON A PORTION OF FRANK STREET.PDF](#)

Item 15a

Documents:

[ITEM 15A - AX-1-2020 - ANNEXATION WEBB ROAD.PDF](#)

Item 15b

Documents:

[ITEM 15B - AX-3-2020 - ANNEXATION OF WOODRUFF ROAD.PDF](#)

Item 15c

Documents:

**ITEM 15C - PROPERTY SALE - 159 WELBORN STREET.PDF**

Item 15d

Documents:

**ITEM 15D - AGREEMENT - RECIPROCAL EASEMENT WITH REWA.PDF**

Item 15e

Documents:

**ITEM 15E - APPROPRIATION - 38,275,836 AND 35,433,270 CONSTRUCTION OF UNITY PARK.PDF**

Item 15f

Documents:

**ITEM 15F - 37,000,000 THIRD SUPPLEMENTAL ORDINANCE HOSPITALITY TAX REVENUE BONDS.PDF**

Item 15g

Documents:

**ITEM 15G - APPROPRIATION - 160,000 POLICE FIRING RANGE FACILITIES.PDF**

Item 15h

Documents:

**ITEM 15H - AGREEMENT - SECOND AMENDMENT WITH GREENVILLE HOUSING FUND (AFFORDABLE HOUSING).PDF**

Item 15i

Documents:

**ITEM 15I - MORATORIUM - ACCEPTANCE OF APPLICATIONS IN CERTAIN AREAS ADJACENT TO UNITY PARK.PDF**

Item 16a

Documents:

**ITEM 16A - FY2021 PRIORITIES OF CITY COUNCIL.PDF**

Item 16b

Documents:

**ITEM 16B - STRUCTURAL ENCROACHMENT PERMIT WITH WINDWARD PARTNERS XVI LLC.PDF**

*Questions on an agenda item? Contact Camilla Pitman, city clerk, at [cpitman@greenvillesc.gov](mailto:cpitman@greenvillesc.gov). All media inquiries, please contact Leslie Fletcher, city public information officer, at [lfletcher@greenvillesc.gov](mailto:lfletcher@greenvillesc.gov)*



- c. Ordinance to abandon a portion of Frank Street (AB-8-2019)  
*(Presented by Engineering Services Manager Dwayne Cooper)*  
(Roll Call)

**12. NEW BUSINESS -- (Ordinances – First Reading)**  
None

**13. NEW BUSINESS -- (Resolutions – First and Final Reading)**  
None

<b>REGULAR AGENDA</b>
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**14. UNFINISHED BUSINESS -- (Ordinances – Second and Final Reading)**  
None

**15. NEW BUSINESS -- (Ordinances – First Reading)**

- a. Ordinance to annex approximately 2.795 acres of real property on Webb Road and to provide the zoning designation of S-1, Service District (Tax Map Number 0545010100101) (AX-1-2020)  
*(Presented by Economic Development Project Manager Kevin Howard)*  
(Roll Call)
- b. Ordinance to annex approximately 4.43 acres of real property on Woodruff Road and to provide the zoning designation of RM-2, Multifamily Residential District (Tax Map Numbers 0261000100601, 0261000100602, and 0261000100603) (AX-3-2020)  
*(Presented by Economic Development Project Manager Kevin Howard)*  
(Roll Call)
- c. Ordinance approving the sale of property located at 159 Welborn Street to Drew Parker, Rion Smith, and Ray Foral (Tax Map Numbers 0055000100302 and 0055000100210)  
*(Presented by Interim Community and Economic Development Director Ginny Stroud)*  
(Roll Call)
- d. Ordinance to approve a Reciprocal Easement Agreement between Renewable Water Resources and the city of Greenville for purposes of access, parking, and temporary improvements (Tax Map Numbers M014010100200 and M014010100300)  
*(Presented by Operations Manager Wayne Owens)*  
(Roll Call)
- e. Ordinance to appropriate \$38,275,836 in the Capital Projects Fund and \$35,433,270 in the Hospitality Tax Fund for the Construction of Unity Park  
*(Presented by OMB Deputy Director Matt Efir)*  
(Roll Call)

- f. Ordinance: Third Supplemental Ordinance providing for the issuance and sale of not exceeding \$37,000,000 City of Greenville, South Carolina Hospitality Tax Revenue Bonds, in one or more series; and other matters relating thereto  
*(Presented by OMB Director Kai Nelson)*  
(Roll Call)
- g. Ordinance to appropriate \$160,000 in the Miscellaneous Grants Fund for reimbursement from the United States Department of Justice Federal Bureau of Investigation for the upgrade and use of the police firing range facilities located on Mauldin Road  
*(Presented by Interim Chief Howie Thompson)*  
(Roll Call)
- h. Ordinance to approve a second amendment to the Agreement between the City of Greenville and the Greenville Housing Fund for affordable housing initiatives and services *(Presented by Interim Community and Economic Development Director Ginny Stroud)*  
(Roll Call)
- i. Ordinance to impose a temporary moratorium on acceptance of applications for permits, licenses, certificates of appropriateness, and other approvals for an eating establishment or brewery, or for a development which includes such use, in certain areas adjacent to Unity Park which were not rezoned as part of the adoption of the Unity Park Neighborhood District Code  
*(Presented by Interim Community and Economic Development Director Ginny Stroud)*  
(Roll Call)

**16. NEW BUSINESS -- (Resolutions – First and Final Reading)**

- a. Resolution of the Greenville City Council to adopt Fiscal Year 2021 Priorities  
*(Presented by City Manager John McDonough)*
- b. Resolution to approve a structural encroachment permit for Windward Partners, XVI, LLC to install a canopy located on its property at 578 Perry Avenue, which will encroach into the public right of way on Perry Avenue (Tax Map Number 0120000100200)  
*(Presented by Engineering Services Manager Dwayne Cooper)*

**17. STAFF REPORTS**

- a. Small Cell Wireless Update

**18. ADJOURN**



# MINUTES

## FORMAL MEETING OF CITY COUNCIL

CITY HALL, 206 S. MAIN STREET, COUNCIL CHAMBERS  
Monday, February 24, 2020 - 5:30 p.m.

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1. **CALL TO ORDER**

Mayor Pro Tem Lillian B. Flemming

2. **INVOCATION**

Councilmember Russell Stall

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

The following members of City Council were in attendance: John DeWorken, Lillian Flemming, Ken Gibson, Russell Stall, and Dorothy Dowe

Absent: Knox White, Wil Brasington

5. **APPROVAL OF THE MINUTES**

February 10, 2020; Approved as submitted

6. **COMMUNICATIONS / ANNOUNCEMENTS FROM THE MAYOR AND COUNCIL**

None

7. **CITIZENS WISHING TO ADDRESS COUNCIL**

See Item 16a for comments by citizens.

8. **PRESENTATION**

a. **LEGO Robotics Competition Recognition**

The LEGO Robotics team received a Commendation by the Mayor honoring their achievements in creating an app to assist the disabled community in locating ADA accessible parking, buildings, and other locations in the city of Greenville.

b. **2019 Silver Palmetto Award**

Executive Director Tyler Rex and Members of Thrive Upstate were recognized for their nomination of the city of Greenville in receiving the 2019 Silver Palmetto Award during the Municipal Association of South Carolina luncheon recently held in Columbia. The Award recognizes the City's support for the disabled community.

9. **PUBLIC HEARING**

None

**10. APPOINTMENTS – Boards and Commissions**

- a. Green Ribbon Advisory Committee

Councilmember Stall recommended Nathan Galbreath to fill an unexpired term ending September 30, 2020. There being no further nominations, Mr. Galbreath was appointed by unanimous consent.

**CONSENT AGENDA**

*There will be no discussion of Consent Agenda items unless a Council member so requests in which event the item in question will be considered separately.*

Councilmember DeWorken moved, seconded by Councilmember Stall, to approve second and final reading of agenda items 11a and 11b of the Consent Agenda. The motion carried unanimously.

**11. UNFINISHED BUSINESS – (Ordinances – Second and Final Reading)**

- a. Ordinance to appropriate program income in the amount of \$17,138 earned in Community Development Fund 118  
*(Presented by Community Development Financial Coordinator Rebecca Edwards)*
- b. Ordinance to appropriate program income in the amount of \$70,474 awarded in Community Development Fund 119  
*(Presented by Community Development Financial Coordinator Rebecca Edwards)*

**12. NEW BUSINESS – (Ordinance – First Reading)**

None

**13. NEW BUSINESS – (Resolutions – First and Final Reading)**

None

**REGULAR AGENDA**

**14. UNFINISHED BUSINESS – (Ordinances – Second and Final Reading)**

None

**15. NEW BUSINESS – (Ordinances – First Reading)**

- a. Ordinance to modify the Adam's Hill Planned Development at the intersection of Haywood Road and Pelham Road (Tax Map Numbers 0278000200300 and 0278000200301) (Z-26-2018M)  
*(Presented by Interim Planning and Development Services Director Jay Graham)*

Councilmember DeWorken moved, seconded by Councilmember Stall, to approve first reading.

Interim Planning and Development Services Director Jay Graham stated this Ordinance is a major modification of the original plan with the developers having eliminated the senior housing which was proposed and replacing it with all multi-family units. Mr. Graham also stated the project density has been reduced, all of the development must comply with the traffic study, and each project that is proposed will go back through the City Planning Commission.

Mayor Pro Tem Flemming asked about the price point regarding the units. Mr. Graham responded the information had not been presented, but there is an age restriction on some of the units for ages 55 and older.

Councilmember Dowe asked if the decrease in density meant an increase in greenspace. Mr. Graham replied yes and stated the current plan makes better use of the topography.

After discussion, the motion carried unanimously.

- b. Ordinance to approve Amendment of Reimbursement Agreement between the City of Greenville and the Governor's School for the Arts Foundation, Inc. for Furman College Way Improvements and to appropriate \$20,104 from the Capital Projects Fund to fund additional improvements  
*(Presented by Engineering Services Manager Dwayne Cooper)*

Councilmember Stall moved, seconded by Councilmember DeWorken, to approve first reading. The motion carried unanimously.

- c. Ordinance to abandon a portion of Frank Street (AB-8-2019)  
*(Presented by Engineering Services Manager Dwayne Cooper)*

Councilmember Stall moved, seconded by Councilmember Dowe, to approve first reading. The motion carried unanimously.

## 16. **NEW BUSINESS – (Resolution – First and Final Reading)**

All speakers made comments prior to the reading of this item.

**John McBurney, 200 South Academy Street**, spoke in opposition of Item 16a stating he does not believe the plan provides recommendations which address non-motorized transportation in a meaningful way. Mr. McBurney requested the plan not be approved until the public can further review it.

**James Thomas, 8 Mangum Drive**, spoke regarding Item 16a expressing concern about sharrows being used in the plan. Mr. Thomas stated it is confusing for a bike lane to switch to a sharrow and then back to a bike lane and that protected bike lanes would be a better use of resources.

**Sam Davis, 106 Tremont Avenue**, spoke as a representative of the Upstate Greenways Trail Alliance and against the use of sharrows. Mr. Davis stated bike infrastructure should be built to reflect a bike rider's concerns regarding traffic.

**Frank Mansbach, 202 Hope Street**, spoke as the Bike Walk Greenville representative and referred to a partnership with the City in 2016 to create protected bike lanes as well as the City's embrace of multi-use paths. Mr. Mansbach spoke in opposition to sharrows and asked for postponement of the plan to allow further public response to it.

Councilmember DeWorken thanked Mr. Mansbach for his contributions to the community and asked him to explain what a sharrow is. Mr. Mansbach explained a sharrow is a piece of plastic on the road with a bicycle symbol on it and said bike riders are familiar with it, but drivers are not.

**Mary McGowan, 12 Berkley Avenue**, spoke about moving to Greenville to ride her bike more and stated the City needs to make meaningful infrastructure without the use of sharrows.

**Kimberly Poole, 309 Waterton Way, Simpsonville**, spoke in opposition to sharrows and stated there would be more bicyclists if not for the sharrows.

**Aaron Barr, 109 Butler Avenue**, Green Ribbon Advisory Committee Chair, GVL2040 Advisory Committee member, and Bike Walk Greenville member, spoke regarding Item 16a and the amount of traffic in his neighborhood. Mr. Barr presented four recommendations for the transportation plan including eliminating a right-turn only lane on Buncombe Avenue steering traffic onto Butler Avenue, reducing the current speed limit from 30 to 20 miles an hour, considering additional traffic calming, and replacing the current sharrows on Butler Avenue with a real bike lane.

Mayor Pro Tem Flemming asked Mr. Barr if he had shared his recommendations with the individuals working on the plan.

**Clarence Thornton, 114 Douthit Street**, commented regarding having better transportation for the City.

- a. Resolution to adopt the Downtown Transportation Master Plan  
(Presented by Engineering Services Manager Dwayne Cooper)

Councilmember Stall moved, seconded by Councilmember DeWorken, to approve first and final reading.

Councilmember Stall questioned how the sharrows could be addressed while moving forward with approval. Mr. Cooper stated he agreed with the issues addressed by the speakers and said he is not in favor of sharrows either. Mr. Cooper advised the plan is a high-level document meant to give guidance on future road planning and pedestrian and bicycle projects and added the sharrows included in the plan are from a previous plan. Mr. Cooper also advised that any additional projects would require further design and research before being implemented.

Councilmember Gibson asked if approval of the plan meant the City is giving approval to the use of sharrows. Mr. Cooper responded no, advising the plan is more about connections and safety, however, Council could make changes to the plan if it was considered necessary. Councilmember Dowe clarified the plan is presented as a Resolution, rather than an Ordinance, and perhaps it might be more appropriate to offer an amendment removing Table 11 which deals with sharrows.

Mayor Pro Tem Flemming asked if the plan needed to be adopted tonight. Mr. Cooper responded his timeline was getting the item on the next policy committee meeting of GPATS (Greenville-Pickens Area Transportation Study), but said the plan is just a document for guidance. Mayor Pro Tem Flemming expressed concern over adopting the plan believing it might cause confusion. Mr. Cooper reminded everyone any project related to the plan would require approval through the Capital Improvements Plan of the budget.

City Attorney Michael Pitts recommended an amendment suggesting adoption of the plan in principle with the exception of the part endorsing sharrows.

Councilmember Dowe moved, seconded by Councilmember DeWorken, to amend the Resolution to adopt the Downtown Transportation Master Plan with the exception of any mention of sharrows. The motion was approved unanimously.

After discussion, the motion to approve, as amended, carried unanimously.

## **17. STAFF REPORTS**

City Manager John McDonough provided the following updates.

- a. Introduction of Beth Brotherton as the new Communications Director.
- b. Pricing for the Unity Park project will be received from the Harper Brothers and a recommendation will be brought to Council on March 9.

## **18. ADJOURN.** There being no further business, the meeting adjourned at 6:21 p.m.

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KNOX H. WHITE, MAYOR

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CAMILLA G. PITMAN, MMC, Certified PLS  
CITY CLERK

MEETING NOTICE POSTED AND MEDIA NOTIFIED ON FEBRUARY 21, 2020.



## REQUEST FOR COUNCIL ACTION City of Greenville, South Carolina

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Agenda Item No.

11a

Ordinance/First Reading
  Ordinance/Second & Final Reading
  Resolution/First & Final Reading
  Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE TO MODIFY THE ADAM'S HILL PLANNED DEVELOPMENT AT THE INTERSECTION OF HAYWOOD ROAD AND PELHAM ROAD (TAX MAP NUMBERS 0278000200300 AND 0278000200301) (Z-26-2018M)

**SUMMARY BACKGROUND:**

City Council originally approved the Adam's Hill Planned Development (PD) on August 12, 2019, under Ordinance Number 2019-59. The approved development concept, under the currently approved zoning, consists of a senior living facility, multifamily residential component, a medical/dental office, and sit-down restaurant. As part of the PD approval, the developer committed to significant traffic mitigation and right-of-way improvements along Haywood Road and Pelham Road in order to offset the traffic impacts of the project. In addition, the developer agreed to meet all comments and conditions from staff as well as those requested by the Planning Commission.

With changes in demand in the senior housing market, and upon preliminary site and ground work, the developer now proposes to remove the senior living component from the PD and shift to conventional multifamily across the site; some of the units are proposed to be age-restricted for adults ages 55+. The overall density for the project is reduced from 448 units to 382. In addition, the PD modification provides for flexibility in the configuration of the medical/dental and restaurant uses across parcels C and D. The development is required to comply with the limitations of the previously approved traffic impact study. All traffic improvements will still be completed as part of the PD modification. Final Development Plans for all portions of the project are required to be presented to the Planning Commission for review and approval.

**IMPACT IF DENIED:**

The PD modification will not be approved, and development at this site will be required to comply with the previously approved Adams Hill PD.

**FINANCIAL IMPACT:**

None

### REQUIRED SIGNATURES

**Department Director**   
DocuSigned by:  
219319F5AC3C445...

**City Attorney**   
DocuSigned by:  
5E0F2A267E2D413...

**OMB Director** \_\_\_\_\_

**City Manager**   
DocuSigned by:  
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AN ORDINANCE

TO MODIFY THE ADAM’S HILL PLANNED DEVELOPMENT AT THE INTERSECTION OF HAYWOOD ROAD AND PELHAM ROAD (TAX MAP NUMBERS 0278000200300 AND 0278000200301) (Z-26-2018M)

WHEREAS, Joe Bryant (the “Applicant”), on behalf of the owner, Beacon Hill Development LLC (the “Owner”), has applied to the City Planning Commission and City Council to modify the Adam’s Hill Planned Development (the “PD”), a mixed-use development located on property zoned PD, Planned development district, and consisting of approximately 19.388 acres at the northwest corner of the intersection of Haywood Road and Pelham Road (Tax Map Numbers 0278000200300 and 0278000200301) (“the Property”); and

WHEREAS, City Council approved the rezoning of the Property from R-6, Single-family residential district, to its current PD classification at its regular meeting on August 12, 2019, under Ordinance Number 2019-59, with a development concept consisting of a senior living facility, multifamily residential component, a medical/dental office, and sit-down restaurant; and

WHEREAS, the proposed modification removes the senior living facility, reduces the overall density, breaks up and reorients the large building masses, increases the amount of open space and pervious area, and better preserves the unique topography of this hilltop location; and

WHEREAS, under the proposed PD modification, the project will not exceed the daily or peak hour traffic trips under the previously approved traffic impact study, and the developer is still required to complete all traffic improvements and mitigation as under the previously approved PD; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on January 16, 2020, to consider the proposed PD modification, and the Commission unanimously recommended approval, subject to the conditions listed in the staff report and included in the Planning Commission motion for approval; and

WHEREAS, City Council finds the PD modification to be compatible with the City’s Comprehensive Development Plan and with the zoning of surrounding properties; and

WHEREAS, City Council additionally finds that the PD meets the criteria set forth in Section 19-3.2.2(N) of the Code of Ordinances of the City of Greenville;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the modification of the Adam’s Hill PD, previously approved under Ordinance 2019-59, is hereby approved as set forth in Exhibit A, subject to the comments and conditions of the Planning Staff Report, which is attached hereto as Exhibit B, and further provided that there may be a mix of Medical/Dental Office and Sit Down Restaurant uses across lots C and D so long as there is one (1) such restaurant use on Lot C or D, but not both.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

**Exhibit A**

**ADAMS HILL DEVELOPMENT  
(MAJOR MODIFICATION)**

Pelham Road at Haywood Road  
City of Greenville  
TMS#0278000200301 and 0278000200300

Phoenix Property Company  
5950 Sherry Lane, Suite 320  
Dallas, TX 75225



PHOENIX  
PROPERTY COMPANY

## 1. INTRODUCTION:

This Statement of Intent (“SOI”) is to describe in detail the proposed planned development of a +/- 19.4-acre site located at the northwest corner of Pelham Road (“Pelham”) and Haywood Road (“Haywood”) (the “Adams Hill Planned Development” or the “Site”). The Site consists of two parcels with the following tax sheets:

- 0278000200300 (existing R-6 zoning)
- 0278000200301 (existing R-6 zoning)

The Site is currently owned by Beacon Hill Development, LLC (the “Master Developer”), which is a real estate development, investment, and management company and is leading the efforts for development of the Site. The Master Developer is comprised of principals that have extensive experience in developing real estate properties in the Greenville area and the Southeastern United States. Mr. Dan Bruce, president of the Master Developer, has owned and assembled numerous properties surrounding the Site; including assembling the land for Haywood Mall and developing Orchard Park. His relationship to the site and the previous owners (Adams family) date back to the 1970’s. It was at that time Mr. Bruce arranged the donation of 18 acres that was restricted and designated as a buffer for future development including Orchard Park and the Adams property.

The Master Developer will be partnering with developers of the multifamily (**market rate and age restricted and senior living components**). Together, the “Adams Hill Developers” are excited to bring a modern, mixed-use development to this prominent Site, which sits at the highest point within the City of Greenville. The site is bordered by multifamily residential to the northeast, self-storage to the northwest, Haywood to the east, and Pelham to the south.

The Site will be subdivided into 4 parcels, each with its own unique use:

- Lot A (~~+/- 10.0 acres~~ +/- 15.7 acres): Multifamily.
- ~~Lot B (+/- 5.7 acres): Senior Living.~~
- Lot C (+/- 1.4 acres): Medical / Dental Office **and/or Sit Down Restaurant**
- Lot D (+/- 2.3 acres): **Medical / Dental Office and/or Sit Down Restaurant.**

The intent of the Adams Hill Developers is to put forth a master-planned, mixed-use development that would otherwise not be possible under standalone zoning for each of the ~~four~~ uses. Please refer to bold, underlined green text throughout this document to review the Adams Hill Developers plan to achieve this intent.

## 2. EXISTING ZONING & SITE CONDITIONS

The Site has the following zoning-related attributes:

- Existing zoning: R-6 (single-family residential)
- Existing use: two single-family residences in a wooded setting
- Neighboring zoning:
  - North & west: PD
  - South (across Pelham & Haywood intersection): C-3
  - South (along Pelham): O-D & PD
  - East (across Haywood): R-6 separated by a buffer with permanent, restrictive covenants
  - School district: Greenville County School District
  - Schools: East North Street Elementary, Greenville Middle Academy, and Eastside High

- The Greenville County School District has confirmed these assignments & service for the Adams Hill Planned Development

### **3. TRANSPORTATION, DRAINAGE, & UTILITIES**

#### *3.1 Transportation*

The Site currently has the following transportation-related attributes:

- Existing road frontage: ~750' along Haywood Road & ~1,545' along Pelham
- Existing curb-cuts: 1 on Pelham. None on Haywood
- Existing sidewalk: None along property; however, there is sidewalk along the southside of Pelham

The Master Developer proposes the following transportation-related improvements:

- Proposed curb-cuts: 4 points of ingress / egress in total.
  - Driveway 1 (northern driveway on Haywood): Full access
  - Driveway 2 (southern driveway on Haywood): Right-in & right-out
  - Driveway 3: (eastern driveway on Pelham): Right-in & right-out
  - Driveway 4: (western driveway on Pelham): Full access, signalized. Located at the existing T-intersection with Villa Road
- Proposed, external sidewalk: Along Pelham & Haywood ROWs connecting to crosswalks at the intersection of Pelham & Haywood
- Proposed crosswalk: Across Pelham, connecting pedestrian traffic from Pelham and Villa Road
- Deceleration lane on Pelham Road for new ingress/egress points.
- Improvements and signalization to maintain a comparable level of service
- Restriping for additional turn lane at Pelham and Haywood south bound
- Concrete median divider on Haywood Road from the Haywood Rd / Pelham Rd intersection to the northern driveway (Driveway 1).
- Concrete median divider on Pelham Road across from eastern driveway on Pelham (Driveway 3) to prevent left turn movement at the Driveway 3 encroachment.

#### *3.2 Drainage*

A new stormwater drainage system will be designed to meet and exceed local, state, and federal regulations involving stormwater flow/discharge, siltation, and erosion control. The Site does not lie within designated flood zones or delineated wetlands. Stormwater peak runoff will be addressed with stormwater detention ponds and underground detention. Existing stormwater flow from the Site is conveyed to two discharge locations: (i) a portion of the Site discharges to the north and enters the existing stormwater system of Beacon Ridge Apartments and (ii) the remaining portion of the Site discharges to the SCDOT right of way of Pelham and Haywood. The discharge points will remain unchanged.

#### *3.3 Utilities*

The Master Developer proposes the following utility-related improvements:

- Proposed Sanitary sewer: New extension will be constructed to serve the Site. The sanitary sewer system will be owned & maintained by Metro Connects
- Water: To be provided by the Greenville Water System
- Electricity: To be provided by Duke Energy
- Natural Gas: To be provided by Piedmont Natural Gas

#### **4. DEVELOPMENT SCHEDULE**

The Adams Hill Developers propose the following:

- Site-wide infrastructure: to be constructed in one phase beginning in 2019 when permits have been approved (to include sanitary sewer, domestic water, data, and electricity)
- Lot A – Multifamily: Beginning construction in ~~2019~~ 2020 with a +/- 20-month construction schedule
- ~~Lot B – Senior: Beginning construction in 2019 with a +/- 20-month construction schedule~~
- Lot C – Medical / Dental Office and/or Sit Down Restaurant: Schedule unknown at this time
- Lot D – ~~Medical / Dental Office~~ and/or Sit Down Restaurant: Schedule unknown at this time

#### **5. DEVELOPMENT CONCEPT**

##### *5.1 Landscape Architecture*

The intent of landscape guidelines within the PD is to provide an aesthetically pleasing environment for property owners and residents of the PD that meet or exceed the minimum requirements of The City of Greenville. These guidelines are intended to maintain and enhance property values, enhance the appearance of all development, provide adequate buffers between different land uses, improve the character, appearance, and micro-climate of the city, address heat and noise abatement, and reduce erosion and stormwater runoff.

The following area general requirements for landscaping within the PD:

- All planting areas shall be protected from vehicle damage by the installation of curbing or other methods.
- The plant materials used in and around parking lots and adjacent to street rights-of-way and pedestrian ways shall be designed to ensure visibility at intersections and safety of pedestrians.
- All planting areas shall be stabilized with ground covers, mulches, or other approved materials to prevent soil erosion and to allow rainwater infiltration.
- All plants shall be placed in such a manner as to ensure maintenance access, to maintain unobstructed sight distances, and shall be a species suitable for proposed location, including conflicts with all utility easements and rights-of-way.
- All planting areas shall be automatically irrigated, rain sensors shall be required on all automatic irrigation systems that will receive city water.
- Canopy trees shall have a minimum size at planting of 3" caliper, 14' height and 5' of clear trunk. Ornamental/understory trees shall have a minimum size at planting of 2" caliper, 10' height and 5' clear trunk.
- All trees shall be native or naturalized species.
- Seasonal plantings may be used to provide color and enhanced appearance around signage and at intersections.
- Enhanced foundation plantings and ornamental plantings around the ~~senior-living~~ and multifamily parcels.

The public road frontage streetscape will incorporate improvements along Pelham Road which will include a min. 5' wide sidewalk with a 5' wide lawn strip. The public road frontage streetscape along Haywood Road will include a 5' lawn strip and 5' sidewalk to help activate the streetscape. With the exception of the area contained within the sight distance triangle (as shown on site plans) along Pelham Road, street trees shall be planted at a spacing of 40 feet on-center for shade trees or 20 feet on-center for ornamental and understory trees along the entire length of the street frontage along Pelham Road and Haywood Road. Ornamental and understory trees shall be used as street trees only when there is an overhead obstacle which would preclude the use of taller-growing shade trees.

Parking areas will be landscaped to exceed City of Greenville requirements by requiring a minimum of 1.2 trees and 10 shrubs per 2,000 sf, or portion thereof, vehicular use area. Emphasis will be placed on locating canopy trees to break up parking areas and reduce the urban heat island effect. No more than ten continuous parking spaces shall be allowed without an island (minimum 180 sf) containing a canopy tree. Canopy trees shall be diverse in nature and a mixture of naturalized species shall be used. Parking areas visible from any public right of way shall be screened with a 2'-3' high evergreen hedge or berm. Lighting in parking areas shall be provided to meet the functional needs of safe circulation of vehicles and pedestrians, and provide protection of people and property. Poles shall be no taller than 18' above grade. Fixtures shall be of the cut off variety to minimize glare off site. Light selection, including bollards and other site lighting, shall be of a uniform selection and design to create a cohesive appearance. Pedestrian paths and walkways shall be illuminated for safety.

The primary Pelham entrance to the site will consist of a median divided drive and will include street trees and outdoor lighting to enhance the entrance. Crosswalk areas will be enhanced with specialty paving. An art form and monument sign for the development will be located at the corner of Pelham and Haywood outside of the sight triangle. The entrance drive will provide access to the multifamily units, ~~senior living facility~~, medical / dental office, and sit-down restaurant. ~~This junction will be enhanced with specialty paving, detailed landscaping, an art element and lighting.~~ In addition interior roads will feature 5'-wide sidewalks, which will encourage pedestrian connectivity throughout the Site, which is a key component of the Planned Development proposal that would not be possible with standalone zoning. Please refer to the PD regulating plan depicting these internal sidewalks.

Each of the components of the Site will be heavily-amenitized with the inclusion of:

- Lot A – Multifamily (Market-rate and age-restricted):
  - Both shared and separate amenities will be provided for the enjoyment of the market-rate and age-restricted multifamily residents.
  - Shared amenities will include a centrally located leasing office, private garages, and activated greenspace including pet areas and exercise paths.
  - Amenities exclusive to the market-rate residents will include the following:
    - ~5,500 ft<sup>2</sup> of activated, external lawn and amenity deck for residents including a resort-style pool, outdoor grills with seating, fire pits, and greenspace for outdoor games including cornhole, bocce ball, etc.
    - ~6,000 ft<sup>2</sup> of interior amenity space for residents distributed through multiple residential buildings. Potential amenities may include a club room, mail room, fitness center, and business center.
  - Amenities exclusive to the age-restricted residents will include the following:
    - ~5,500 ft<sup>2</sup> of activated, external lawn and amenity deck for residents including a resort-style pool, outdoor grills with seating, fire pits, and greenspace for outdoor games including cornhole, bocce ball, etc.

- ~6,000 ft<sup>2</sup> of interior amenity space for residents distributed through multiple residential buildings. Potential amenities may include a club room, mail room, fitness center, and business center.
  - ~~~17,000 ft<sup>2</sup> of activated, external courtyard & amenity deck space for multifamily residents. Amenities to include the following:~~
    - ~~Resort style pool with sunshelf and semi-private cabanas~~
    - ~~Outdoor, community dining area with grills & family seating~~
    - ~~Greenspace for outdoor games including cornhole, bocce ball, etc.~~
    - ~~Pet areas with exercise paths~~
  - ~~2,000 ft<sup>2</sup> interior space for a cooperative working space available to not only multifamily residents, but also the wider community~~
  - ~~8,000 ft<sup>2</sup> of interior space for the use of multifamily residents including:~~
    - ~~24-hour, state-of-the-art fitness center~~
    - ~~Standalone separate yoga / cross training room~~
    - ~~Indoor, tiled pet spa area~~
    - ~~Multiple gathering areas with community seating and automated mail & package access~~
- ~~Lot B – Senior living:~~
  - ~~10,000 ft<sup>2</sup> of motor court space to serve as an outdoor amenity directly access from the shared round-a-bout~~
  - ~~30,000 ft<sup>2</sup> of activated, external courtyard & amenity deck space for senior living residents. Amenities to include:~~
    - ~~Outdoor, community dining area with grills & family seating~~
    - ~~Play area for children and outdoor games~~
    - ~~Secure Memory Care courtyard with outdoor space for residents and their family members~~
  - ~~25,000 ft<sup>2</sup> of interior space for the senior living residents. Amenities to include:~~
    - ~~Multiple dining venues and a café~~
    - ~~Spa/salon~~
    - ~~Fitness and exercise~~
    - ~~Onsite rehab services~~
    - ~~Multipurpose room for movies, speakers, church and other activities~~
    - ~~Arts & crafts~~
  - ~~Various social and entertainment engagement areas~~
- Lot C – Medical / Dental Office and/or Sit Down Restaurant:
- Lot D – Medical / Dental Office and/or Sit Down Restaurant:
  - Art form at the corner of Pelham & Haywood. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning
  - Outdoor benches and/or tables
- Other amenities shared between Lots:
  - Activated greenspace to serve as an outdoor amenity between the market-rate and age-restricted multifamily & senior uses for enjoyment of the public. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning
  - Master-developed entrance road lined by parallel angled parking creating a feeling of organic, mixed-use development leading to a shared round-a-bout via internal, interconnected roadways to each of the 4 Lots. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning

- The site's family history originated with settlers from Beacon Hill of Boston, which is also the highest point in Boston, Massachusetts. Art Pieces will be chosen to reflect "Adams Hill" as the highest point in the City of Greenville. The Art Pieces will be placed ~~in the Round-a-bout and~~ at the corner of Pelham and Haywood.

Please refer to each subsection below for additional detail above on these amenity spaces. Additionally, this application includes an exhibit on the open spaces proposed within the Site.

Foundation landscaping shall be provided along all sides of buildings. These plantings shall have a minimum depth of 6 feet. Foundation planting shall compliment the building's architecture, emphasizing vertical elements while not blocking views from windows.

Screening shall be provided for all exterior equipment, service and/or delivery areas, trash storage, and accessory uses and structures that may produce noise, odors, glare, vibration, etc.. This screening shall comprise of evergreen plant material, fencing or a combination there of.

Total open space will be comprised of common open space and private open space. Total open space will exceed City of Greenville requirements by requiring a minimum of 240 sf per dwelling unit, of which private open space may be provided at a rate of 100 sf per dwelling unit. The remaining difference of the open space must be common open space. The common open space may be comprised of green space, hardscape, and/or canopy trees for usable areas of walking or gathering. Connectivity shall be provided between these spaces and the buildings and parking areas to provide easy accessibility and to form an uninterrupted network of "vehicle free areas". Sidewalks shall be a minimum of 4' wide. Entry points and intersections of pedestrian walkways should be framed by enhanced landscaping, lighting, and hardscape materials scaled to the pedestrian context. Art elements are encouraged at strategic points throughout the development. Access to public transportation shall be provided as necessary. Additionally, the landscape architecture for all lots will complement one another. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.

## 5.2 Lot A – Multifamily

The multifamily portion of the Site will be primarily accessed from Driveway #4 (the signalized intersection at Pelham); however, the multifamily residents will also enjoy use of the interconnected, internal roads from each of the four points of ingress & egress across the larger Site. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.

The multifamily project is comprised of larger, 3/4-story residential buildings, smaller 3-story residential buildings (up to 55' in height as defined by 19-5.2.9) throughout Lot A. ~~One-story accessory garages and amenity pavilions are located at the rear of the site.~~ The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.

The multifamily project will feature ~280 units with a mix of one, two, and three bedroom units. The clubhouse and leasing facility will be approximately ~10,000 ft<sup>2</sup> and is integrated into the courtyard building. ~~Of the 10,000 ft<sup>2</sup> of internal amenity space, the multifamily project will dedicate ~2,000 ft<sup>2</sup> of this space for a cooperative & collaborative workspace with semi-private offices and community working spaces.~~

Regarding construction, the ~~courtyard~~ larger 3/4-story buildings will be stepped to work with the natural topography of the Site and positioned to frame the outdoor amenity areas and screen parking ~~the courtyard~~

~~will also have a level change which will create an interesting landscape and hardscape design for the pool area. Entering this project from Pelham residents will drive uphill with the front of the Clubhouse-Leasing office in view at the top of the hill. A cluster of smaller 3-story residential buildings at the top of the hill will surround a central outdoor amenity area for the market-rate multifamily residents. This portion of the development will recall the pattern of the former family homes that occupied the site, and also transition the building scale from the larger residential buildings to the smaller commercial parcels at the perimeter of the site. There will be a parallel angled parking street wrapping the hill top between the courtyard building and the angled building creating the feel of an urban streetscape. This main street will provide access to other portions of the site. At the end of that streetscape there will be a round-a-bout that will access the parking areas for both buildings as well as giving a connection to the adjacent Senior housing project. The large residential buildings will provide "tuck-under" garages on the parking lot sides of the building that will have direct access to the corridors leading to the units.~~

~~The architectural style for the multifamily project will have consistent finishes consisting of a masonry base, complimenting fiber cement fields, warm wood tone accents (on fiber cement materials), and dark soffits, windows, and balcony details similar to current transitional design trends is "mountain rustic" meets "industrial" and mixes elements like wood brackets, stone columns, steep peaked roof elements and earth tones along with red brick, larger window elements and flat roofed areas found in both mountain and industrial styles. The multifamily elevations shall be comprised of at least 15% non siding materials. None of the siding will be vinyl.~~

~~\*Architecture design standards will be generally consistent with city design guidelines and will meet or exceed the non-residential development standards set forth in Section 19-6.5 of the City's Code of Ordinances. Additionally, the architecture for Lot A will complement the architecture featured in Lots B, C, and D. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~\*All signage shall conform to the signage standards set forth in 19-6.6 of the City of Greenville Ordinances. Additionally, the signage design for Lot A will complement the signage featured in Lots B, C, and D. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

### ~~5.3 — Lot B — Senior Living~~

~~The senior living portion of the Site will be primarily accessed from Driveway #1 (the full access intersection on Haywood); however, the senior living residents will also enjoy use of the interconnected, internal roads from each of the four points of ingress & egress across the larger Site. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~The senior living project will feature independent living ("IL") units will be generally on the northern portion of the senior site, primarily facing the northern property line and the internal streets to the west. The tallest portion of IL units will be four stories, the bottom level accommodating private garages. The majority of the building will be three stories. The IL units will create a common use amenity courtyard with two levels of amenity and open spaces abutting the central, two-story commons building. The courtyard will open to Haywood on the East, reducing the presence of the structure along the street front. The central commons building will serve as the center of hospitality for all residents, housing functions such as main entry/lobby, dining, living rooms, fitness centers, back of house, etc. The main entry faces a hospitality style motor court for resident drop-off and short-term visitor parking.~~

~~The senior living project will feature its main motor court connecting to the central round-a-bout, creating a focal element for the primary entrance to the development. The southern portion of the building will house assisted living ("AL") and memory care ("MC") units. The AL and MC unit portion of the building will be three stories and create an internal courtyard for AL residents that faces the commons building and dining rooms. MC will be on the ground level and AL will occupy the second and third levels. MC will have its own courtyard at the southeast corner of the facility which serves outdoor space requirements for MC residents. It will be a fenced courtyard, compatible with the architecture, and continuously monitored by staff. The facility will have consistent finishes consisting of a masonry base, complimenting fiber cement fields, warm wood tone accents (on fiber cement materials), and dark soffits, windows, and balcony details similar to current transitional design trends. The commons building at the center of the facility will be primarily warm wood finishes (on fiber cement materials) to better identify the entry and hospitality portion of the facility.~~

~~\*Architecture design standards will be generally consistent with city design guidelines and will meet or exceed the non-residential development standards set forth in Section 19-6.5 of the City's Code of Ordinances. Additionally, the architecture for Lot B will complement the architecture featured in Lots A, C, and D. The Beacon Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~\*All signage shall conform to the signage standards set forth in 19-6.6 of the City of Greenville Ordinances. Additionally, the signage design for Lot B will complement the signage featured in Lots A, C, and D. The Beacon Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~5.4 — Lot C — Medical / Dental~~

~~The Medical / Dental Office portion of the Site will be primarily accessed from Driveways #2 & #3 (the right-in, right-out on Haywood & the right-in, right-out on Pelham); however, the medical / dental customers will also enjoy use of the interconnected, internal roads from each of the four points of ingress & egress across the larger Site. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~\*Architecture design standards will be generally consistent with city design guidelines and will meet or exceed the non-residential development standards set forth in Section 19-6.5 of the City's Code of Ordinances. Additionally, the architecture for Lot C will complement the architecture featured in Lots A, B, and D. The Beacon Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~\*All signage shall conform to the signage standards set forth in 19-6.6 of the City of Greenville Ordinances. Additionally, the signage design for Lot C will complement the signage featured in Lots A, B, and D. The Beacon Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~5.5 — Lot D — Sit Down Restaurant (drive thru prohibited)~~

~~Lot D is restricted to a sit-down type restaurant, which drive-through order and pick-up windows are prohibited. The sit-down restaurant portion of the Site will be primarily accessed from Driveways #2 & #3 (the right-in, right-out on Haywood & the right-in, right-out on Pelham); however, the restaurant customers will also enjoy use of the interconnected, internal roads from each of the four points of ingress & egress across the larger Site. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~Additionally, the southeast corner of Lot D will feature an art feature that faces the intersection of Pelham & Haywood and ties into the art feature in the central round-a-bout. The Adams Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~\*Architecture design standards will be generally consistent with city design guidelines and will meet or exceed the non-residential development standards set forth in Section 19-6.5 of the City's Code of Ordinances. Additionally, the architecture for Lot D will complement the architecture featured in Lots A, B, and C. The Beacon Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

~~\*All signage shall conform to the signage standards set forth in 19-6.6 of the City of Greenville Ordinances. Additionally, the signage design for Lot D will complement the signage featured in Lots A, B, and C. The Beacon Hill Developers believe this is a key component of the Planned Development Proposal that would not be possible with standalone zoning.~~

*5.6 Lots C and D – Medical / Dental Offices and or Sit Down Restaurant (drive thru prohibited)*

Lots C and D of the Site will be primarily accessed from Driveways #2 & #3 (the right-in, right-out on Haywood & the right-in, right-out on Pelham); however, customers for both Lots will also enjoy use of the interconnected, internal roads from each of the four points of ingress & egress across the larger Site. The Adams Hill Developers believe this is a key component to the existing Planned Development Zoning.

The sit-down restaurant and the medical / dental offices approved traffic impacts shall remain limited to a combined customer and employee capacity not to generate more than 868 daily vehicle trips, 23 total new AM peak hour trips, and 54 total new PM peak hour trips.

Additionally, the southeast corner of Lot D will feature an art feature that faces the intersection of Pelham & Haywood and ties into an additional art feature located within the Residential portion of the Development. The Adams Hill Developers believe this is a key component to the existing Planned Development Zoning

\*Architecture design standards will be generally consistent with city design guidelines and will meet or exceed the non-residential development standards set forth in Section 19-6.5 of the City's Code of Ordinances. Additionally, the architecture for Lots C and D will complement the architecture featured in Lots A and B.

\*All signage shall conform to the signage standards set forth in 19-6.6 of the City of Greenville Ordinances. Additionally, the signage design for Lots C and D will complement the signage featured in Lots A and B.

**SITE DATA:**

Acreage: 19.4 Ac. EX. ZONING

TMS#'s: 0278000200300 (18.39 Ac.) PD  
 0278000200301 (0.99 Ac.) PD

Proposed Land Use: Planned Development (PD)

**BUILDING SETBACKS:**

<u>USE</u>	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
MULTI-FAMILY	20	20	40
SENIOR LIVING	20	20	40
COMMERCIAL	10	10	15

**MAX. BUILDING HEIGHTS:**

<u>USE</u>	<u>HEIGHT</u>
MULTI-FAMILY	55'
SENIOR LIVING	55'
COMMERCIAL	40'

**OPEN SPACE:** 91,600 SF Required (240 SF per unit)  
 263,391 SF Provided On site

**% IMPERVIOUS AREAS:**

Total Impervious Area: 12.0 Ac. (61.8%)  
 Total Site: 19.4 Ac

**PARKING REQUIRED:**

**STREE**

**USE**

**PARKING REQUIRED ( MIN PER ORDINANCE):**

MULTI-FAMILY (± 382 UNITS)  
COMMERCIAL

MIN. 1.3 PER UNIT  
BY USE PER TABLE 19-6.1.1-1 CITY OF GREENVILLE ORDINANCE

HA)

**PARKING PROVIDED:**

**UNIT TABULATION**

TOTAL PARKING PROVIDED:	585 Spaces (including 12 ADA Spaces)
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<i>Surface Parking:</i>	<i>573 Spaces</i>
<i>Garage Parking</i>	<i>12 Spaces (6 per building)</i>
<i>Bicycle Parking:</i>	<i>Per City of Greenville Ordinance</i>

BUILDING A:	55 Units
BUILDING B:	49 Units
BUILDING C:	55 Units
BUILDING D:	51 Units
BUILDING E:	71 Units
BUILDING F:	42 Units x 4 Bldgs
BUILDING G:	59 Units

TOTAL:	382 UNITS
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**STREET TREES:**

PELHAM ROAD:

1490 LF of road frontage (75 understory trees required-Ex. Overhead Lines)  
**65 street tress provided (SCDOT sight distance prevents additional trees)**

HAYWOOD ROAD:

730' LF of road frontage (37 understory trees required-Ex. Overhead Lines)  
**33 street tress provided (understory will be used if overhead power remains)**







MOUNTAIN VIEW, SC  
GREENVILLE, SC  
SUMMERVILLE, SC



CITY OF GREENVILLE, SOUTH CAROLINA  
**ADAM'S HILL PLANNED  
DEVELOPMENT**

DATE PROJECT: 05/06/2020  
DRAWN BY: JIM WELLS  
CHECKED BY: JASON  
REVISION HISTORY



**Exhibit B**

**Planning Staff Report to  
Greenville Planning Commission  
January 10, 2020**  
*for the January 16, 2020 Public Hearing*

<b>Docket Number:</b>	<b>Z-26-2018M</b>
<b>Applicant:</b>	Dan Bruce
<b>Property Owner:</b>	BEACON HILL DEVELOPMENT LLC
<b>Property Location:</b>	Haywood Road & Pelham Road
<b>Tax Map Number:</b>	0278000200300; 0278000200301
<b>Acreage:</b>	19.4 Acres
<b>Zoning:</b>	PD, Planned Development District
<b>Proposal:</b>	<b>Request approval for a Major Modification of the Adams Hill PD</b>
<b>Staff Recommendation:</b>	<b>Recommend Approval to City Council with Comments and Conditions</b>

**Applicable Sections of the City of Greenville Code of Ordinances:**

*Sec. 2-372, Function, Powers, and Duties of the Planning Commission*  
*Sec. 19-1.3, Purpose and Intent*  
*Sec. 19-2.1.2, Planning Commission Powers and Duties*  
*Sec. 19-6.5, Design Standards for Nonresidential Development*  
*Sec. 19-6.8, Design Standards for Multifamily Residential*  
*Sec. 19-2.3.3, Planned Development District*

**Background**

The Adams Hill PD was originally presented to the Planning Commission on December 20, 2018, but was deferred to a future meeting. Over the next several months, the applicant submitted several revisions before receipt of a formal recommendation for approval from the Planning Commission on March 21, 2019. At first reading before City Council on April 22, 2019, the item was tabled and remanded back to Planning Commission for additional study. The applicant subsequently presented their revised application to the Planning Commission on June 20, 2019, and received a recommendation for approval. Council ultimately approved the PD rezoning on August 8, 2019.

The current PD is approved with 280 multifamily units and 170 senior living units for a total of 450 units. In addition, the project includes two corner parcels with approvals for a sit-down restaurant and dental/medical use. Approval of the PD was contingent on the developer agreeing to various traffic and right-of-way improvements along Haywood Road and Pelham Road.

According to the applicant, the market in senior housing has shifted in favor of more independent living since the original work on this project in 2018. The applicant has identified a single developer that will construct the entire residential portion of the project. In a search for tenants for the approved commercial uses, the applicant has determined that more flexibility in the size and location is needed in order to develop

the highly visible corner parcels. In discussion of these issues with staff, and with a new developer involved in the project, the applicant has determined that a major modification of the PD is warranted in order for the project to proceed.

A preliminary plat (SD 19-015) to divide the property into the residential tract and two commercial parcels was approved by the Planning Commission on November 21, 2019. This subdivision is not affected by the proposed PD modification.

### PD Modification

The applicant proposes to modify the approved PD with the following changes:

- **Reconfiguration of building mass and reconfiguration of the overall site.** The most significant change requested is to break up the large multifamily and senior living buildings and replace them with smaller buildings in a new layout. Upon more thorough ground investigation after the original PD approval, project engineers determined that the topographic conditions and the presence of stone would have made site preparation for buildings with such large mass and footprints extremely difficult. The decision to provide more, smaller buildings, allows the development to follow the existing terrain and help preserve the hilltop. Stepped 3-4 buildings will also help retain some of the existing slopes. This reconfiguration places more buildings along Pelham Road, and moves the previous parking areas in these locations to the project interior.
- **Removal of the senior-living component.** The senior living component is proposed to be removed from the project entirely. In the original PD, this was considered an “Institutional” use, which had different development requirements than traditional multifamily. The applicant requests to change this institutional use to multifamily, with up to 177 units being age-restricted for adults ages 55+. These age-restricted units are considered independent senior living, and are treated as multifamily units in the Land Management Ordinance. At the neighborhood meeting, the applicant indicated the age-restricted units would be located in Buildings D, E, and F.
- **Reduction in density.** The original PD was approved with 278 multifamily units and 170 senior living units—448 total. Under the modification, the total number of residential units is proposed at 382. This is anticipated to result in lower traffic impacts for the project as well.
- **Flexibility in the corner parcels.** Currently, Lot C is limited to a dental or medical use, and Lot D may only be developed as a sit-down restaurant. The scale of development on both parcels is restricted based on the traffic impact study that was approved with the original PD. The applicant requests the option of switching or combining these uses across the two parcels. Regardless of the configuration, the applicant is still obligated to construct the access point and drive to Pelham Road, which currently separates the two.
- **Increased parking.** The approved PD provided parking at a rate of 1.3 spaces per multifamily unit, which is lower than the ordinance requirement of 1.5 spaces per unit. The multifamily units will now be supplied with parking in accordance with the standard 1.5 ratio.

### Items Not Proposed for Modification:

- **Architecture.** The architectural inspirations submitted with the PD modification are very similar to the original senior living designs approved under the original PD. The Planning Commission complimented the architecture of the senior living building previously, noting that it is new and unlike many of the other multifamily developments in Greenville. Architectural renderings have not been prepared for the PD modification; instead, the design and elevations will be reviewed at the Final Development Plan stage, as previously approved.
- **Access Points.** The access points to Haywood Road and Pelham Road, including the connection to the new lighted intersection at Villa Road, are the same as the current approved PD.
- **Traffic Impacts.** Traffic shall not exceed the counts of the previously approved traffic study, including total trips or peak hour trips. In addition, the developer is still responsible for the completion of all right-of-way, intersection, and signal improvements as outlined under the existing PD.
- **Height and setbacks.** The application does not request any changes from the original PD.

### Staff Analysis:

The modified layout better preserves the existing topography of the property in its current form. The proposed 3-4 stepped buildings, smaller footprints, and distribution of buildings throughout the site help accomplish this and reduce the need for excessive grading.

Historically, the City of Greenville has required detailed design drawings for initial PD zoning approval. Planning staff submits that such detailed information is not necessary for the initial zoning request. Instead, zoning approval should be based on the project concept, with detailed plans presented as part of the Final Development Plan stage. So, while the applicant has not included conceptual building elevations, staff is comfortable with a recommendation to approve the PD modification with the architectural inspirations submitted. Because the Planning Commission and City Council have already required all Adams Hill FDPs to be presented to the Planning Commission for approval, there will be adequate oversight and review provided as this project is developed.

A revised traffic study has not been prepared for this PD modification. However, with the reduction in density, the project is not anticipated to generate traffic in excess of the original traffic study. Moreover, the developer is still required to complete all traffic improvements agreed to as part of the original PD approval.

### **Neighborhood Meeting**

The applicant presented the proposed PD modification at a neighborhood meeting held January 7, 2020, at the Hilton Hotel on W Orchard Park Drive. Approximately 5 members of the community attended. Overall, attendees seemed receptive to the changes, with primary questions focused on the transition from the senior living component to age-restricted multifamily. The developer explained that they will still include public art, will attempt to save existing trees when possible, and plan to develop an interconnected trail/sidewalk network throughout the project as previously required. The residents expressed concerns about cut-through traffic, and they would like to see the overhead power lines undergrounded as part of this project.

### **Department Recommendations, Comments, and Conditions for Revised Application**

**Planning Department:** *Recommend Approval with Comments and Conditions*

#### Comments and Conditions:

1. Permitted uses shall be limited to those reflected on the PD Regulating Plan and Statement of Intent.
2. The commercial parcels shall not exceed the total combined daily or peak hour trips for a sit-down restaurant or medical/dental office as specified in the traffic study from the originally approved PD.
3. At the time of FDP submittal, architectural details shall be consistent with the architectural samples submitted with the application. A common material palette shall carry throughout the project and apply to the two commercial parcels. Any other applicable multifamily design standards or non-residential design standards shall be addressed for staff and Planning Commission review and approval.
4. A comprehensive sign package shall be submitted that complies with the intent of the PD and the City's Sign Ordinance.
5. Any trees, that are protected under the City's ordinances, must receive proper review and permits prior to any site grading or tree removal.
6. All Fire Department, Civil Engineer, and City Engineer review comments must be addressed as part of each FDP.
7. Per 19-2.2.13. Conditions of approval. General. As a condition of the approval, the proposed use, and the premises to be developed or used, pursuant to such approval, is required to comply with the general goals and policies of this chapter or with particular standards of this chapter to prevent or minimize adverse effects from the proposed development on surrounding lands.

#### Additional Conditions (as recommended by Planning Commission on March 21, 2019):

8. Special consideration should be given for a clear and direct route to provide access from the public transit stop to the interior of the site
9. The water retention facilities should be treated as an amenity, rather than something that would detract from the development, and must be maintained
10. All building designs, including those for the commercial parcels, must be presented as FDPs to the planning commission for review and approval
11. Special design consideration should be given to any retaining walls, especially those visible from the public right-of-way.

12. Service and garbage areas shall be located away from amenity areas and screened in accordance with the Land Management Ordinance.
13. Consideration of light pollution potential and photo metrics must be presented as part of the permit and review process for each FDP.

**City Engineer:** *Approve with Conditions*

**Comments:**

All previous comments apply. See additional comments by Traffic and Environmental Engineering.

Comments and Conditions:

The Development will have to comply with all City and State requirements including street improvements, sewer capacity improvements, and stormwater management facilities. The following improvements must be completed as a condition of approval for the PD zoning:

- 1) A mast arm signal is to be installed at the Villa/Pelham intersection.
- 2) Dual left lanes are to be installed on the southbound Haywood approach to Pelham Road.
- 3) Signal timing shall be adjusted as approved by City Traffic Engineering and the SCDOT.
- 4) Concrete medians to be added on Haywood Road north of Pelham Rd.
- 5) Deceleration lanes to be added for right turns into the development.
- 6) Any other improvement required by the SCDOT or by the standard requirements for road construction.

The applicant has agreed to all of the items that the Engineering staff has requested, short of grade separating the intersection, or adaptive signal controls on the Haywood corridor. The existing level of service (LOS) of the intersection at Pelham/Haywood is an F at peak hours. The installation of these items and timing changes to the signals do not fully mitigate all of the impacts from the proposed development on the intersection, but do reduce the impacts.

**Civil Engineering:** *Approve with Conditions*

Comments and Conditions:

- 1) All proposed public and private improvements shall meet the requirements of Section 19-6.7 Site Development and Related Infrastructure of the City's Land Management Ordinance. The design and construction of the public and private infrastructure shall conform to all applicable federal and state regulations and the requirements of the City's design and specifications manual.
- 2) All improvements proposed within the City's public right of way shall be subject to the requirements of Articles I and II of Chapter 36 – Streets, Sidewalks and Other Public Places of the City of Greenville Code of Ordinances. As required, all improvements or construction activity performed within the public right of way require an approved encroachment permit.
- 3) A Site Plan Permit will be required for the development detailing the demolition, grading and stormwater, utility improvements and site access.
- 4) A traffic impact analysis will be required as a condition of site permit approval if the administrator determines that a proposed development will generate 100 or more traffic trips during the peak hour or if the administrator determines that a proposed development involving substantial improvement or change of use will generate 125 or more traffic trips during the peak hour. Improvements to the existing transportation infrastructure by a developer will be required as a condition of permit issuance if the projected level of service for the build-out year of the development descends below level "D" for any intersection within the study area as a result of the proposed development.
- 5) The improvements shall comply with Chapter 11 of the International Building Code for site accessibility. Per Section 1104, a minimum of one accessible route shall be provided from each site arrival point (public transportation stops, accessible parking, accessible passenger loading zones and public streets or sidewalks) to the accessible building entrance served. Additionally, an accessible route shall be provided within the site to connect accessible buildings, facilities, elements and spaces on the site.

Major Modification Comments

6) Major modification to the PD is approved subject to the previously agreed upon traffic mitigation improvements of the original PD.

**Traffic Engineering:** *Approve with Conditions*

Comments and Conditions:

Based on the updated impact analysis, the revised scope of the project indicates that the proposed improvements will sufficiently mitigate the future traffic generated by the development. Only minor increases in delay are expected.

All proposed improvements as recommended in the study are to be implemented.

The developer is to restudy the network 6 months after the development is completed in order to ensure that the proposed timings and infrastructure improvements are adequate.

**Environmental Engineering:** *Approve with Comments*

This approval is for the re-zoning of this property only. The required sanitary sewer upgrades to serve this development must be completed prior to site plan approval. The overall layout of this development will be reviewed more thoroughly when the development plans are submitted.

Comments and Conditions:

- 1) Wastewater – Wastewater service for the development will be subject to the following conditions:
  - a. A revised PSSAR must be submitted to include the sit down restaurant. There are existing City sewer mains available to serve this development. The developer must confirm that the existing sewer system/treatment plant has available flow from the City and ReWa.
  - b. The wastewater permitting and acceptance process shall meet those requirements set forth in the City of Greenville Design and Specifications Manual Chapter 8.
  - c. Each building shall have a separate and direct connection to the City's sanitary sewer main.
  - d. Prior to using an existing lateral, the existing lateral must be tested to ensure that it conforms to City of Greenville performance requirements. Provide a video documenting the condition of the existing service connection prior to its reuse. A new lateral will be required if the existing lateral is in poor condition. The final Certificate of Occupancy will not be issued until the lateral is shown to be in good condition or a new lateral is installed.
  - e. Each building shall require a new service fee through ReWa.
- 2) Stormwater Management – The development is considered a larger common plan and must be performed in conformance with the City's stormwater ordinance (Article 19-7: Stormwater Management). Specifically, you will need to have a Professional Engineer prepare a non-single family site plan for the development and it will be subject to the following conditions:
  - a. A stormwater plan is required to be submitted with the non-single family site plan permit. Submit the major, minor or the soil erosion and sediment control stormwater plan as appropriate.
  - b. At a minimum, a stormwater plan should include:
    - i. Proposed layout.
    - ii. Appropriate erosion control best management practice standard details.
    - iii. A construction entrance.
    - iv. A concrete washout.
    - v. Silt fence
  - c. The plan should also show any drainage details needed to ensure the development will not adversely impact adjacent properties and will adequately control runoff from offsite.
    - a. If the proposed development creates a new impervious surface greater than or equal to 0.25 acres, water quantity will be required for the 2, 10 & 25 year 24 hour storm event with no significant increase in the 100 year 24 hour storm event.
    - b. Any stormwater drainage system conveying offsite water shall be designed in compliance with the Stormwater Ordinance.
    - c. Water quality treatment is required when either:
      - The proposed development has a total impervious surface area ratio of 60% or greater and disturbs 50% or more of the parcel or larger common plan over a five year period; or;

- The proposed development creates a new impervious surface greater than or equal to 0.25 acres.
- 3) Floodplain – A portion of the subject property is not located in a FEMA floodplain as determined utilizing 2014 Flood Insurance Rate Maps.

**Fire Marshal:** *Approve with Comments*

Comments and Conditions:

**Comments:**

No opposition to rezoning. Site plan will have to be compliant with all IFC codes and city standards in regards to fire department access, aerial access requirements and drive aisles.



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

Agenda Item No.

11b

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading 
  Ordinance/Second & Final Reading 
  Resolution/First & Final Reading 
  Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE TO APPROVE AN AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF GREENVILLE AND THE GOVERNOR'S SCHOOL FOR THE ARTS FOUNDATION, INC. FOR FURMAN COLLEGE WAY IMPROVEMENTS AND TO APPROPRIATE \$20,104 FROM THE CAPITAL PROJECTS FUND TO FUND ADDITIONAL IMPROVEMENTS

**SUMMARY BACKGROUND:**

In 2018, the City of Greenville appropriated \$32,892 from the Capital Projects Fund and entered into an agreement with the South Carolina Governor's School for the Arts and Humanities ("School") to reimburse the School for the cost of improvements to Furman College Way and its cul-de-sac necessary for improved fire access ("Agreement"). Following execution of the Agreement it was determined that the remaining asphalt on the Furman College Way cul-de-sac should be removed and replaced due to unsuitable condition.

The cost for the additional improvements is \$20,104 and is available in the Economic Development Project in the Capital Projects Fund.

This Ordinance:

1. Authorizes an amendment to the original agreement
2. Authorizes the City Manager and/or the City Attorney to make minor modifications to the agreement attached to the Ordinance
3. Appropriates \$20,104 in the Capital Projects Fund for this amendment

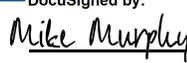
**IMPACT IF DENIED:**

The City will not be able to complete the project already started on Furman College Way near the Governor's School.

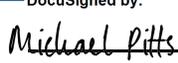
**FINANCIAL IMPACT**

This Ordinance authorizes an additional \$20,104 from the Economic Development Project in the Capital Projects Fund for this amendment.

#### REQUIRED SIGNATURES

**Department Director**   
DocuSigned by: B8351B3CF7524D2...

**OMB Director**   
DocuSigned by: 41A49000329242C...

**City Attorney**   
DocuSigned by: 5E0F2A267E2D413...

**City Manager**   
DocuSigned by: FDC2AC15040F440...

## A N O R D I N A N C E

TO APPROVE AN AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF GREENVILLE AND THE GOVERNOR'S SCHOOL FOR THE ARTS FOUNDATION, INC. FOR FURMAN COLLEGE WAY IMPROVEMENTS AND TO APPROPRIATE \$20,104 FROM THE CAPITAL PROJECTS FUND TO FUND ADDITIONAL IMPROVEMENTS

WHEREAS, pursuant to Ordinance 2018-83, the City of Greenville ("City") appropriated \$32,892 from the Capital Projects Fund and entered into an agreement with the South Carolina Governor's School for the Arts and Humanities ("School") to reimburse the School for the cost of improvements to Furman College Way and its cul-de-sac necessary for improved fire access ("Agreement"); and

WHEREAS, following execution of the Agreement it was determined that the remaining asphalt on the Furman College Way cul-de-sac should be removed and replaced due to unsuitable condition ("Work"); and

WHEREAS, the contracted cost of the Work is \$20,104; and

WHEREAS, the City wishes to assist the School with the Work by providing reimbursement of the costs associated with the Work on substantially the same terms and conditions as provided in the First Amendment to Governor's School for the Arts Foundation, Inc. Reimbursement Agreement for Furman College Way Improvements ("Amendment"), attached hereto as Attachment A and incorporated herein by reference; and

WHEREAS, the City has the funding available in the Economic Development Project in the Capital Projects Fund to fund the Amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

Section 1. The City Manager is authorized to enter into an amendment to the Agreement in substantially the same form as the Attachment A.

Section 2. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is not compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

Section 3. The amount of \$20,104 is appropriated in the Capital Project Fund for the purpose of funding additional improvements to Furman College Way as reflected in Attachment B, attached hereto and incorporated herein by reference.

Section 4. This Ordinance shall become effective upon passage of the second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

ATTACHMENT A

STATE OF SOUTH CAROLINA     )   FIRST AMENDMENT TO GOVERNOR'S  
   )   SCHOOL FOR THE ARTS FOUNDATION,  
 COUNTY OF GREENVILLE     )   INC. REIMBURSEMENT AGREEMENT  
   )   FOR FURMAN COLLEGE WAY  
   )   IMPROVEMENTS

This FIRST AMENDMENT to Governor's School for the Arts Foundation, Inc. Reimbursement Agreement for Furman College Way Improvements (the "Amendment") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF GREENVILLE, a municipal corporation under the laws of South Carolina (the "City"), and GOVERNOR'S SCHOOL FOR THE ARTS FOUNDATION, INC., a South Carolina non-profit corporation (the "Owner").

WHEREAS, the City and the Owner entered into an agreement on December 12, 2018, whereby the City would reimburse the Owner for improvements to Furman College Way and its cul-de-sac (the "Agreement"); and

WHEREAS, following execution of the Agreement it was determined that the remainder of the asphalt on the Furman College Way cul-de-sac should be replaced; and

WHEREAS, the City wishes to reimburse the Owner for the costs associated with paving the remainder of the Furman College Way cul-de-sac; and

NOW, THEREFORE, in consideration of and for the mutual exchange of promises herein set forth, and intending to be legally bound hereby, the parties hereto hereby agree that the Agreement is amended as follows:

1. Paragraph 2 of the Agreement shall be changed to read as follows:

*City Contributions and Commitments.* The City agrees to reimburse the Owner in the lesser amount of: (a) the actual substantiated cost of the Work or (b) Fifty Two Thousand, Nine Hundred Ninety-Five and 02/100 Dollars (\$52,995.02). As a condition to precedent to reimbursement, the Owner shall provide the City with the following: a certificate from the City Engineer to the effect the Work has been completed in accordance with all applicable standards; copies of all invoices from the Contractor relating to the Work and evidence that the Owner has paid same; the conveyance of additional needed right of way, if any; and the dedication of the widened portion(s) of the Road. The City shall have forty-five (45) days from its receipt of the last deliverable listed in the preceding sentence to make the reimbursement payment to the Owner.

2. Exhibit B to the Agreement shall be modified to include AIA Document G701 – 2017 Change Order, attached to this Amendment as Exhibit 1 and made a part hereof ("Change Order"). Final location of the Work described in Change Order must be verified on-site by

the City Engineer. All Work described in the Change Order must be observed by the City Engineer or his designee.

This Amendment shall be incorporated into the Agreement and all other terms of the Agreement shall remain in full force and in effect, unaltered and unchanged by this Amendment.

CITY OF GREENVILLE, SOUTH CAROLINA

By: \_\_\_\_\_  
John McDonough  
City Manager

GOVERNOR'S SCHOOL FOR THE ARTS  
FOUNDATION, INC.

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

**EXHIBIT 1 TO AMENDMENT**



**Change Order**

<b>PROJECT:</b> <i>(Name and address)</i> South Carolina Governor's School for the Arts and Humanities Foundation Greenville, SC	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: November 13, 2019	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: 02/04/2020
<b>OWNER:</b> <i>(Name and address)</i> South Carolina Governor's School for the Arts and Humanities Foundation Greenville, SC	<b>ARCHITECT:</b> <i>(Name and address)</i>	<b>CONTRACTOR:</b> <i>(Name and address)</i> Clayton Construction Company, Inc

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*  
Per city, replace remainder of asphalt cul de sac. The city is requiring this work stating the existing asphalt is not in good enough shape to tie into. The existing alligating was present before construction started. See COR 46

The original Contract Sum was	\$ 32,891.45
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 32,891.45
The Contract Sum will be increased by this Change Order in the amount of	\$ 20,103.57
The new Contract Sum including this Change Order will be	\$ 52,995.02
The Contract Time will be increased by Fifty (50) days.	
The new date of Substantial Completion will be	

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

_____ <b>ARCHITECT</b> <i>(Firm name)</i>	Clayton Construction Company, Inc _____ <b>CONTRACTOR</b> <i>(Firm name)</i>	South Carolina Governor's School for the Arts and Humanities Foundation _____ <b>OWNER</b> <i>(Firm name)</i>
_____ <b>SIGNATURE</b>	 _____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
_____ <b>PRINTED NAME AND TITLE</b>	Josh Kalc, V.P. _____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>
_____ <b>DATE</b>	2/4/2020 _____ <b>DATE</b>	_____ <b>DATE</b>

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ATTACHMENT B

BUDGET AMENDMENT - SC Governor's School Furman College Way					
BUDGET	Capital Projects Fund		REQUESTED BY	Parks & Recreation	
FISCAL YEAR	2019-20		DATE		
<b>INCREASE</b>			<b>DECREASE</b>		
Description			Description		
<b>Capital Projects Fund</b>					
Transfer from Capital Projects Fund (Rev)		20,104			
Construction (Exp)		20,104			
Explanation: To appropriate \$20,104 in the Capital Projects fund to reimburse the SC Governor's School for the Arts for additional costs associated with the improvements of Furman College Way.					
DATE			APPROVED BY	City Council/City Manager Camilla Pitman/City Clerk	
FOR OMB POSTING PURPOSES ONLY					
<b>Budget Adjustments</b>		Increase (Decrease) Amount	<b>Journal Entry</b>		
Project Code	Account	Amount	Project Code	Account	Amount
PR4190	341-0000-391.81-41	20,104	ED3500	341-9010-491.81-41	DF 20,104
PR4190	341-9010-455.68-04	20,104	PR4190	341-0000-391.81-41	CF 20,104
Total		-	Total		-
Prepared By			Number		
Posted By					
Date					



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Agenda Item No.

11c

Ordinance/First Reading
  Ordinance/Second & Final Reading
  Resolution/First & Final Reading
  Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE TO ABANDON A PORTION OF FRANK STREET (AB-8-2019)

**SUMMARY BACKGROUND:**

The city of Greenville has received a petition from Coleman Shouse requesting the abandonment of a portion of Frank Street between Keat Avenue and Pete Hollis Boulevard. Coleman Shouse is the developer of a proposed 16-unit townhome development commonly referred to as Pinckney Townes located on several properties between Keat Avenue and Pete Hollis Boulevard and will incorporate the abandoned right-of-way into the townhome development. This portion of Frank Street was closed to traffic by the South Carolina Department of Transportation as part of the SC Highway 183 Widening Project (Western Corridor Project) and currently functions as a pedestrian access only between Buncombe Street and the Hampton-Pinckney Neighborhood. The right-of-way for the existing pedestrian access will be retained, and the abandonment of the remainder of the right-of-way will not result in any adverse impacts on traffic circulation or operations of the City's street system.

NOTE: After receiving public comments during the Formal Meeting on January 13, 2020, Council requested the item be deferred for further review prior to taking a vote. The item is returning to the Agenda following discussions with city staff and community residents.

**IMPACT IF DENIED:**

The right-of-way will not be abandoned which will result in a portion of the proposed private road for the townhome development being located in the City's public right-of-way.

**FINANCIAL IMPACT**

None

#### REQUIRED SIGNATURES

Department Director Mike Murphy  
DocuSigned by:  
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City Attorney Michael Pitts  
DocuSigned by:  
5E0F2A267E2D413...

OMB Director \_\_\_\_\_

City Manager John McDonough  
DocuSigned by:  
FDC2AC15040F440...

AN ORDINANCE

TO ABANDON A PORTION OF FRANK STREET (AB-8-2019)

WHEREAS, the city of Greenville may have rights and/or entitlements to Frank Street to the extent that it is public right-of-way; and

WHEREAS, the City has received a petition from Coleman Shouse requesting the abandonment of a portion of Frank Street between Keat Avenue and Pete Hollis Boulevard; and

WHEREAS, Coleman Shouse is the developer of a proposed 16-unit townhome development commonly referred to as Pinckney Townes located on several properties between Keat Avenue and Pete Hollis Boulevard and will incorporate the abandoned right-of-way into the townhome development; and

WHEREAS, this portion of Frank Street was closed to traffic by the South Carolina Department of Transportation as part of the SC Highway 183 Widening Project commonly referred as the Western Corridor Project and currently functions as a pedestrian access only between Buncombe Street and the Hampton-Pinckney Neighborhood; and

WHEREAS, the existing pedestrian access is not included in the proposed right-of-way abandonment area and will continue to be owned and maintained by the City; and

WHEREAS, the right-of-way will be abandoned and combined with the existing property identified as Tax Map Number 0028000101800 as shown in Exhibit A; and

WHEREAS, pursuant to properly published notice, a public hearing was held before City Council on Monday, January 13, 2020, at which time Council provided the opportunity to hear from the public regarding the proposed abandonment;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, 1,941 square feet (0.045 acre) of Frank Street identified more particularly on Exhibit A, which is attached hereto and incorporated herein, shall be abandoned and closed as a public right-of-way. Further, the abandonment and any subsequent conveyance by way of City quitclaim deed shall be subject to a full width utility easement preserving the currently existing rights and benefits for the present providers of water, sewer, electricity, telephone, and natural gas, if any, including maintenance easements for the same utilities. The City Manager is herewith authorized to execute such documents as reasonable to implement the purposes of this Ordinance.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

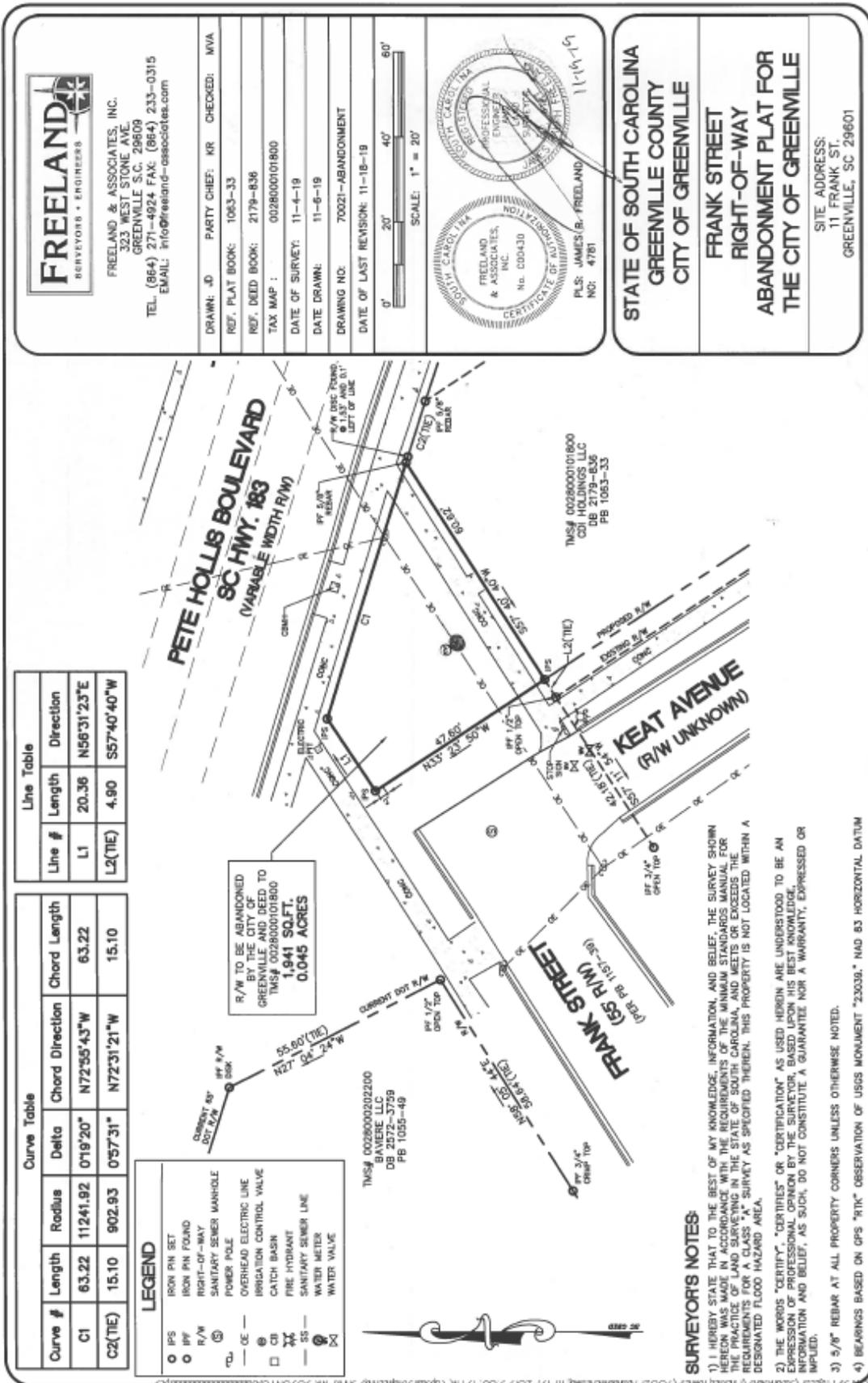
APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

EXHIBIT A





## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

Agenda Item No.

15a

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading   
 Ordinance/Second & Final Reading   
 Resolution/First & Final Reading   
 Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

AN ORDINANCE TO ANNEX APPROXIMATELY 2.795 ACRES OF REAL PROPERTY ON WEBB ROAD AND TO PROVIDE THE ZONING DESIGNATION OF S-1, SERVICE DISTRICT (TAX MAP NUMBER 0545010100101) (AX-1-2020)

**SUMMARY BACKGROUND:**

John C Cothran Revocable Trust, as owner of subject property, applied for annexation of approximately 2.795 acres of real property located on Webb Road (the "Property"), and applied for rezoning of the Property from county zoning designation S-1, Service district, to city zoning designation of S-1, Service district. Planning Staff recommended approval of the annexation with a zoning designation of C-3, Commercial district, instead of S-1.

The City Planning Commission, pursuant to public notice, held a public hearing on December 19, 2019, to consider the annexation and proposed rezoning. A motion by the Planning Commission to annex and zone the property to City zoning designation C-3, Commercial district, was denied by a motion of 2-3.

Planning Staff Recommendation: Approval with a zoning designation of C-3, Commercial district  
 Planning Commission Recommendation: Denial of motion to annex and zone the property C-3 by a vote of 2-3

**IMPACT IF DENIED:**

The Property will not be annexed and rezoned.

**FINANCIAL IMPACT:**

The Property annexed by this Ordinance shall be subject to an intergovernmental agreements with Wade Hampton Fire District and Metropolitan Sewer Subdistrict and governed by their terms.

#### REQUIRED SIGNATURES

Department Director Ginny Stroud  
DocuSigned by: FE9DC7E5A9C7477...

City Attorney Michael Pitts  
DocuSigned by: 5E0F2A267E2D413...

OMB Director \_\_\_\_\_

City Manager John McDonough  
DocuSigned by: FDC2AC15040F440...

## A N O R D I N A N C E

TO ANNEX APPROXIMATELY 2.795 ACRES OF REAL PROPERTY ON WEBB ROAD AND TO PROVIDE THE ZONING DESIGNATION OF S-1, SERVICE DISTRICT FOR TAX MAP NUMBER 0545010100101 (AX-1-2020)

WHEREAS, John C. Cothran Revocable Trust, as owner of subject property, applied for annexation of approximately 2.795 acres of real property located on Webb Road (the "Property"), and applied for rezoning of the Property from county zoning designation S-1, Service district, to city zoning designation of S-1, Service district; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on February 20, 2020, to consider the annexation and proposed rezoning; and

WHEREAS, taking the Planning Staff recommendation of C-3, Commercial district, into account, a motion by the Planning Commission to annex and zone the property to city zoning designation C-3, Commercial district, was denied by a motion of 2-3; and

WHEREAS, City Council, has reviewed the application of the owner and the recommendations of the Planning Commission and has found the proposed zoning change of S-1, Service district, to be compatible with the City's Comprehensive Development Plan; and

WHEREAS, City Council, having given the Planning Commission's recommendation due consideration, has nevertheless determined that annexation of the property would promote the City's policy of planned growth and development;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Property shall be annexed into the corporate limits of the city of Greenville. The Property is identified more particularly on the attached Exhibits A and B, providing the annexation plat and property description for a portion of Tax Map Number 0545010100101. The annexed Property is provided the zoning designation of S-1, Service district, and shall be included in City Council District 4.

Upon annexation, the Property shall become subject to the City's jurisdiction for the rendition of all municipal services, and all official maps regarding flood and storm water control shall be amended to include the Property in such manner as the City Engineer determines to be in compliance with the criteria set forth in the City's Flood Plan Management Regulations, as from time to time amended.

The Property shall be subject to an intergovernmental agreement with Wade Hampton Fire District and Metropolitan Sewer Subdistrict and governed by their terms.

This Ordinance shall take effect upon second and final reading and shall be effective for the 2020 tax year.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER



## EXHIBIT B

**AS—SURVEYED DESCRIPTION**TMS:0261000100601

BEGINNING AT AN IRON PIN SET 5/8 REBAR ON THE RIGHT OF WAY OF WOODRUFF ROAD (S.C. HWY 146), SAID POINT BEING THE POINT OF BEGINNING (P.O.B.); THENCE S 81°24'51" E FOR A DISTANCE OF 136.60 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN SET 5/8 REBAR; THENCE S 08°59'18" W FOR A DISTANCE OF 397.15 FEET TO AN IRON PIN SET 5/8 REBAR; THENCE S 62°59'02" W FOR A DISTANCE OF 180.00 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN OLD 3/4 OPEN TOP; THENCE N 10°01'09" E FOR A DISTANCE OF 487.08 FEET TO AN IRON PIN OLD 1/2 REBAR; THENCE N 09°58'12" E FOR A DISTANCE OF 15.00 FEET TO AN IRON PIN SET 5/8 REBAR; BACK TO THE POINT OF BEGINNING (P.O.B.) SAID PARCEL CONTAINS 1.45 ACRES OR 63,193 SQUARE FEET.

TMS:0261000100603

BEGINNING AT AN IRON PIN SET 5/8 REBAR ON THE RIGHT OF WAY OF WOODRUFF ROAD (S.C. HWY 146), SAID POINT BEING THE POINT OF BEGINNING (P.O.B.); THENCE S 81°24'51" E FOR A DISTANCE OF 43.19 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN SET 5/8 REBAR; THENCE S 66°52'46" E FOR A DISTANCE OF 139.46 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN SET 5/8 REBAR; THENCE S 81°24'51" E FOR A DISTANCE OF 104.76 FEET ALONG EXISTING CITY LIMIT LINE TO A POINT; THENCE S 37°21'59" W FOR A DISTANCE OF 34.71 FEET TO A POINT; THENCE S 20°01'29" W FOR A DISTANCE OF 52.34 FEET TO A POINT; THENCE S 40°31'08" W FOR A DISTANCE OF 62.86 FEET TO A POINT; THENCE S 25°50'11" W FOR A DISTANCE OF 46.20 FEET TO A POINT; THENCE S 77°33'17" E FOR A DISTANCE OF 12.51 FEET TO A POINT; THENCE S 21°39'36" E FOR A DISTANCE OF 10.54 FEET TO A POINT; THENCE S 32°08'50" W FOR A DISTANCE OF 13.78 FEET TO A POINT; THENCE S 62°59'02" W FOR A DISTANCE OF 9.64 FEET TO AN IRON PIN OLD 1 CRIMP TOP; THENCE S 62°59'02" W FOR A DISTANCE OF 265.83 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN SET 5/8 REBAR; THENCE N 08°59'18" E FOR A DISTANCE OF 397.15 FEET TO AN IRON PIN SET 5/8 REBAR; BACK TO THE POINT OF BEGINNING (P.O.B.) SAID PARCEL CONTAINS 1.63 ACRES OR 71,019 SQUARE FEET

TMS:0261000100602

BEGINNING AT AN IRON PIN OLD 1/2 REBAR ON THE RIGHT OF WAY OF WOODRUFF ROAD (SC HWY 146), AND/OR THE EXISTING CITY LIMIT LINE, SAID POINT BEING THE POINT OF BEGINNING (P.O.B.) LABELED HEREON; THENCE ALONG THE RIGHT OF WAY AND EXISTING CITY LIMIT LINE S 81°24'51" E FOR A DISTANCE OF 138.54 FEET TO AN IRON PIN OLD 1/2 REBAR; THENCE LEAVING THE RIGHT OF WAY AND EXISTING CITY LIMIT LINE S 10°01'09" W FOR A DISTANCE OF 487.08 FEET TO AN IRON PIN OLD 3/4 OPEN TOP ON THE EXISTING CITY LIMIT LINE; THENCE ALONG THE EXISTING CITY LIMIT LINE S 62°14'44" W FOR A DISTANCE OF 107.19 FEET TO AN IRON PIN OLD 3/4 OPEN TOP; THENCE LEAVING THE EXISTING CITY LIMIT LINE, BACK TO THE POINT OF BEGINNING (P.O.B.) N 04°25'42" E FOR A DISTANCE OF 551.90 FEET; SAID PARCEL CONTAINS 1.35 ACRES 58,765 SQUARE FEET..



**REQUEST FOR COUNCIL ACTION**  
**City of Greenville, South Carolina**

Agenda Item No.

15b

**TO: Honorable Mayor and Members of City Council**  
**FROM: John F. McDonough, City Manager**

Ordinance/First Reading  Ordinance/Second & Final Reading  Resolution/First & Final Reading  Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

AN ORDINANCE TO ANNEX APPROXIMATELY 4.43 ACRES OF REAL PROPERTY ON WOODRUFF ROAD AND TO PROVIDE THE ZONING DESIGNATION OF RM-2, MULTI-FAMILY RESIDENTIAL DISTRICT (TAX MAP NUMBERS 0261000100601, 0261000100602, AND 0261000100603) (AX-3-2020)

**SUMMARY BACKGROUND:**

South Creek Development, LLC, on behalf of property owners Karen B. Lawson, Carole H. Bullington, Charles V. Harden, James H. Hardin, and Cynthia H. Tucker, applied for annexation of approximately 4.43 acres of real property located on Woodruff Road (the "Property"), and applied for rezoning of the Property from county zoning designation S-1, Service district, to city zoning designation of C-3, Commercial district. Planning Staff recommended approval of the annexation with a zoning designation of RM-2, Single-family and multifamily residential district.

The City Planning Commission, pursuant to public notice, held a public hearing on February 20, 2020, to consider the annexation and proposed rezoning, and a motion by the Planning Commission to annex and zone the property to city zoning designation RM-2, Multi-family residential district, was approved by a motion of 5-0.

Planning Staff Recommendation: Approval with a zoning designation of RM-2, Multi-Family Residential District

Planning Commission Recommendation: Approval of motion to annex and zone the property RM-2 by a vote of 5-0

**IMPACT IF DENIED:**

The Property will not be annexed and rezoned.

**FINANCIAL IMPACT:**

The Property annexed by this Ordinance shall be subject to an intergovernmental agreements with Wade Hampton Fire District and Metropolitan Sewer Subdistrict and governed by their terms.

**REQUIRED SIGNATURES**

Department Director Ginny Stroud  
DocuSigned by: FE9DC7E5A9C7477...

City Attorney Michael Pitts  
DocuSigned by: 5E0F2A267E2D413...

OMB Director \_\_\_\_\_

City Manager John McDonough  
DocuSigned by: FDC2AC15040F440...

## A N O R D I N A N C E

TO ANNEX APPROXIMATELY 4.43 ACRES OF REAL PROPERTY ON WOODRUFF ROAD AND TO PROVIDE THE ZONING DESIGNATION OF RM-2, MULTI-FAMILY RESIDENTIAL DISTRICT (TAX MAP NUMBERS 0261000100601, 0261000100602, AND 0261000100603) (AX-3-2020)

WHEREAS, South Creek Development, LLC, on behalf of property owners Karen B. Lawson, Carole H. Bullington, Charles V. Harden, James H. Hardin, and Cynthia H. Tucker, applied for annexation of approximately 4.43 acres of real property located on Woodruff Road (the "Property"), and applied for rezoning of the Property from county zoning designation S-1, Service district, to city zoning designation of C-3, Commercial district; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on February 20, 2020, to consider the annexation and proposed rezoning; and

WHEREAS, taking the Planning Staff recommendation of RM-2, Single-family and multifamily residential district, into account, a motion by the Planning Commission to annex and zone the property to city zoning designation RM-2, Multi-family residential district, was approved by a motion of 5-0; and

WHEREAS, City Council has reviewed the application of the owner and the recommendations of the Planning Commission and has found the proposed zoning change of RM-2, Multi-family residential district, to be compatible with the City's Comprehensive Development Plan; and

WHEREAS, City Council has determined that annexation of the Property would promote the City's policy of planned growth and development;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Property shall be annexed into the corporate limits of the city of Greenville. The Property is identified more particularly on the attached Exhibits A and B, providing the annexation plat and property description for a portion of Tax Map Numbers 0261000100601, 0261000100602, & 0261000100603. The annexed Property is provided the zoning designation of RM-2, Multi-family residential district, and shall be included in City Council District 4.

Upon annexation, the Property shall become subject to the City's jurisdiction for the rendition of all municipal services, and all official maps regarding flood and storm water control shall be amended to include the Property in such manner as the City Engineer determines to be in compliance with the criteria set forth in the City's Flood Plan Management Regulations, as from time to time amended.

The Property shall be subject to an intergovernmental agreement with Wade Hampton Fire District and Metropolitan Sewer Subdistrict and governed by their terms.

This Ordinance shall take effect upon second and final reading and shall be effective for the 2020 tax year.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER



## EXHIBIT B

**AS-SURVEYED DESCRIPTION**TMS:0261000100601

BEGINNING AT AN IRON PIN SET 5/8 REBAR ON THE RIGHT OF WAY OF WOODRUFF ROAD (S.C. HWY 146), SAID POINT BEING THE POINT OF BEGINNING (P.O.B.); THENCE S 81°24'51" E FOR A DISTANCE OF 136.60 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN SET 5/8 REBAR; THENCE S 08°59'18" W FOR A DISTANCE OF 397.15 FEET TO AN IRON PIN SET 5/8 REBAR; THENCE S 62°59'02" W FOR A DISTANCE OF 180.00 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN OLD 3/4 OPEN TOP; THENCE N 10°01'09" E FOR A DISTANCE OF 487.08 FEET TO AN IRON PIN OLD 1/2 REBAR; THENCE N 09°58'12" E FOR A DISTANCE OF 15.00 FEET TO AN IRON PIN SET 5/8 REBAR; BACK TO THE POINT OF BEGINNING (P.O.B.) SAID PARCEL CONTAINS 1.45 ACRES OR 63,193 SQUARE FEET.

TMS:0261000100603

BEGINNING AT AN IRON PIN SET 5/8 REBAR ON THE RIGHT OF WAY OF WOODRUFF ROAD (S.C. HWY 146), SAID POINT BEING THE POINT OF BEGINNING (P.O.B.); THENCE S 81°24'51" E FOR A DISTANCE OF 43.19 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN SET 5/8 REBAR; THENCE S 66°52'46" E FOR A DISTANCE OF 139.46 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN SET 5/8 REBAR; THENCE S 81°24'51" E FOR A DISTANCE OF 104.76 FEET ALONG EXISTING CITY LIMIT LINE TO A POINT; THENCE S 37°21'59" W FOR A DISTANCE OF 34.71 FEET TO A POINT; THENCE S 20°01'29" W FOR A DISTANCE OF 52.34 FEET TO A POINT; THENCE S 40°31'08" W FOR A DISTANCE OF 62.86 FEET TO A POINT; THENCE S 25°50'11" W FOR A DISTANCE OF 46.20 FEET TO A POINT; THENCE S 77°33'17" E FOR A DISTANCE OF 12.51 FEET TO A POINT; THENCE S 21°39'36" E FOR A DISTANCE OF 10.54 FEET TO A POINT; THENCE S 32°08'50" W FOR A DISTANCE OF 13.78 FEET TO A POINT; THENCE S 62°59'02" W FOR A DISTANCE OF 9.64 FEET TO AN IRON PIN OLD 1 CRIMP TOP; THENCE S 62°59'02" W FOR A DISTANCE OF 265.83 FEET ALONG THE EXISTING CITY LIMIT LINE TO AN IRON PIN SET 5/8 REBAR; THENCE N 08°59'18" E FOR A DISTANCE OF 397.15 FEET TO AN IRON PIN SET 5/8 REBAR; BACK TO THE POINT OF BEGINNING (P.O.B.) SAID PARCEL CONTAINS 1.63 ACRES OR 71,019 SQUARE FEET

TMS:0261000100602

BEGINNING AT AN IRON PIN OLD 1/2 REBAR ON THE RIGHT OF WAY OF WOODRUFF ROAD (SC HWY 146), AND/OR THE EXISTING CITY LIMIT LINE, SAID POINT BEING THE POINT OF BEGINNING (P.O.B.) LABELED HEREON; THENCE ALONG THE RIGHT OF WAY AND EXISTING CITY LIMIT LINE S 81°24'51" E FOR A DISTANCE OF 138.54 FEET TO AN IRON PIN OLD 1/2 REBAR; THENCE LEAVING THE RIGHT OF WAY AND EXISTING CITY LIMIT LINE S 10°01'09" W FOR A DISTANCE OF 487.08 FEET TO AN IRON PIN OLD 3/4 OPEN TOP ON THE EXISTING CITY LIMIT LINE; THENCE ALONG THE EXISTING CITY LIMIT LINE S 62°14'44" W FOR A DISTANCE OF 107.19 FEET TO AN IRON PIN OLD 3/4 OPEN TOP; THENCE LEAVING THE EXISTING CITY LIMIT LINE, BACK TO THE POINT OF BEGINNING (P.O.B.) N 04°25'42" E FOR A DISTANCE OF 551.90 FEET; SAID PARCEL CONTAINS 1.35 ACRES 58,765 SQUARE FEET..



# REQUEST FOR COUNCIL ACTION

## City of Greenville, South Carolina

Agenda Item No.

15c

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading  Ordinance/Second & Final Reading  Resolution/First & Final Reading  Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE APPROVING THE SALE OF PROPERTY LOCATED AT 159 WELBORN STREET TO DREW PARKER, RION SMITH, AND RAY FORAL (TAX MAP NUMBERS 0055000100302 AND 0055000100210)

**SUMMARY BACKGROUND:**

This Ordinance approves the sale of City-owned property located at 159 Welborn Street pursuant to a Real Estate Contract dated February 19, 2019.

**IMPACT IF DENIED:**

The sale of property will not be approved.

**FINANCIAL IMPACT:**

The City will not receive \$635,350 for the property.

### REQUIRED SIGNATURES

Department Director *Ginny Stroud*  
DocuSigned by:  
FE9DC7E5A9C7477...

OMB Director \_\_\_\_\_

City Attorney *Michael Pitts*  
DocuSigned by:  
5E0F2A267E2D413...

City Manager *John McDonough*  
DocuSigned by:  
FDC2AC15040F440...

A N O R D I N A N C E

APPROVING THE SALE OF PROPERTY LOCATED AT 159 WELBORN STREET TO DREW PARKER, RION SMITH, AND RAY FORAL (TAX MAP NUMBERS 0055000100302 AND 0055000100210)

WHEREAS, the city of Greenville (the "City") owns property that is land, and all improvements erected thereon, set forth on that survey entitled "Survey for the City of Greenville, South Carolina" prepared by C.O. Riddle Surveying, Co., Inc. dated September 29, 2014, and recorded in the Greenville County Register of Deeds Office at Plat Book 1189, Page 86 located on Welborn Street; and

WHEREAS, pursuant to a Real Estate Contract dated February 19, 2019, the City agreed, subject to certain contingencies including approval of the transaction by City Council, to sell the aforementioned land and improvements, less and except that triangular portion of land in the Northwest corner shown as a hatched area on Exhibit A of the Real Estate Contract, a copy of which is attached hereto and incorporated herein by reference as Attachment 1 (collectively, the "Property"), to Drew Parker, Rion Smith, and Ray Foral; and

WHEREAS, City Council desires to approve the transaction and authorize the sale of the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the sale of the Property is hereby authorized and approved. The City Manager, with the advice and counsel of the City Attorney, is authorized to execute such documents as are necessary to consummate the sale including, but not limited to, a limited warranty deed. The City Manager, in consultation with the City Attorney, may make or accept any minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

ATTACHMENT 1

**REAL ESTATE CONTRACT**

This REAL ESTATE CONTRACT (hereinafter the "Contract") is made and entered into by and between Drew Parker, Rion Smith, and Ray Foral and/or their Assigns (hereinafter "Buyer") and THE CITY OF GREENVILLE (hereinafter "Seller").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants, agreements, and undertakings herein set forth, of the Earnest Money Deposit paid herewith and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller all of Property described in Paragraph 1 below on the terms and conditions herein set forth:

1. Description of Property. The Property is that land, and all improvements erected thereon, set forth on that survey entitled "Survey for the City of Greenville, South Carolina" prepared by C.O. Riddle Surveying, Co., Inc. dated September 29, 2014 and recorded in the Greenville County Register of Deeds Office at Plat Book 1189, Page 86 – less and except that triangular portion of land in the Northwest corner shown as a hatched area on Exhibit A, attached hereto and incorporated herein (collectively, the "Property"). Further identified as 159 Welborn Street, shown as Tax Map Numbers 0055000100302 and 0055000100210.

2. Purchase Price. The purchase price of Property shall be **SIX HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$635,250.00)** and shall be paid by Buyer as follows:

(a) Buyer will pay a deposit of Six Thousand Five Hundred Dollars and No Cents (\$6,500.00) to Bell Carrington Price & Gregg, LLC, as Escrow Agent, within two (2) business days of the Effective Date (the "Earnest Money Deposit") which shall be deposited in a federally-insured account at a bank to be held and disbursed in accordance with the terms of Contract;

(b) The balance of the purchase price shall be paid by Buyer to Seller in cash or electronically wired funds at the time of Closing plus or minus net adjustments as provided herein.

3. Closing. Closing of the transaction herein provided shall be held on or before (at Buyer's election) the later of (a) the forty-fifth (45<sup>th</sup>) day after the expiration of the Feasibility Period (as hereinafter defined) and any extensions thereof or (b) the adoption of the City Development Plan (as that term is defined below) by the City Council of the City of Greenville (the "City Council") (hereinafter the "Closing" or the "Closing Date").

Closing shall occur at the offices of Buyer's attorney in Greenville, South Carolina or at such other time and place as may be mutually agreed upon by the parties. The parties shall endeavor to close by mail so that neither party's physical presence is required at Closing. It is understood and agreed, however, that no funds will be disbursed by the closing agent until (i) title

1

Buyer DP Seller rw

to Property has been updated; (ii) the conveyance documents have been recorded in the appropriate public records and (iii) the closing agent is in a position to issue the final title insurance policy(ies) per the requirements of Buyer's lender and/or title company.

4. Survey. Buyer shall obtain a current survey of Property made by a registered surveyor or engineer. The survey shall indicate the boundary lines of Property, the location of all easements, roadways and other rights of way, flood plain areas, any existing building setback line, any encroachments and any other matters affecting Property. The survey shall contain a legal description of Property which shall be used in the deed conveying title to Buyer.

5. Title. At Closing, Seller shall deliver to Buyer good, marketable and insurable fee simple title to Property by way of a Limited Warranty Deed, free and clear of all liens and encumbrances except for: (a) taxes for the year in which Closing occurs; (b) easements, covenants, and restrictions of record as of the Effective Date which are acceptable to Buyer; and (c) the rights of tenants, as tenants only, under any restrictive covenants recorded and affecting the Property which ensure that the Property used in a manner that is consistent with the City Development Plan (hereinafter defined) existing at the time of purchase (collectively, the "Permitted Exceptions"). For the purposes of Contract, the term "insurable title" means title that a title insurance company acceptable to Buyer ("Title Company") is willing to insure by issuing to Buyer a commitment for an American Land Title Association ("ALTA") owner's insurance policy in the amount of the purchase price, at standard rates, insuring Buyer's title to Property, without exception other than those mentioned above. If Seller is unable to deliver indefeasible, good and insurable fee simple absolute title to Property subject only to the Permitted Exceptions at Closing, Buyer may terminate Contract and the entire Earnest Money Deposit will be returned to Buyer by the Escrow Agent.

6. Buyer's Rights Prior to Closing – Feasibility Period.

(a) From the Effective Date of Contract to, until, and including the One Hundred and Eightieth (180<sup>th</sup>) day thereafter (which period is referred to herein as the "Feasibility Period"), Buyer, its authorized agents and employees, as well as others authorized by Buyer, shall have full and complete access to Property and shall be entitled to enter upon Property and make such marketing, financial, surveying, architectural, engineering, topographical, geological, soil, subsurface, non-invasive environmental, water drainage, and traffic studies and any other audits, investigations, inspection, evaluations, studies, tests, borings, and measurements as Buyer deems necessary or advisable, so long as the same do not result in any material adverse change to the physical characteristics of Property or disrupt the operation of Property or the tenants thereon. Buyer shall pay for any actual and documented damages to Property caused by Buyer or its agents during any investigation of Property pursuant to this paragraph if Buyer elects not to buy Property.

(b) Notwithstanding the foregoing items of Paragraph 6(a), the Feasibility Period shall be automatically extended without notice to or approval from any party for so long as the City Development Plan (as defined below) remains in draft form and has not been approved by the City Council. Upon approval of the City Development Plan by the City Council and the Seller's provision of the same to Buyer, the Feasibility Period shall terminate at the close of business on the fifteenth (15<sup>th</sup>) calendar day from the date Seller provides Buyer the final, approved City Development Plan.

Buyer DP Seller NPW

(c) Notwithstanding the foregoing items of Paragraph 6(a), the Buyer shall obtain Seller's consent to perform any environmental testing beyond the assessment and investigation customarily associated with a Phase I environmental study.

(d) Buyer has the exclusive right to terminate Contract at any time during the Feasibility Period for any reason. If Buyer elects to terminate pursuant to this paragraph, it shall give written notice of such termination to Seller and to the Escrow Agent prior to the end of the Feasibility Period and upon such termination, the Escrow Agent shall return the Earnest Money Deposit to Buyer and the parties shall have no further obligation to each other, except as otherwise set forth herein.

(e) Once the initial Feasibility Period, and any extensions thereof, has expired, the Earnest Money Deposit shall be non-refundable to Buyer, *except* in the event that Seller breaches the Contract or any of the conditions to Buyer's obligation to close as set forth herein are not met or waived as provided herein. If, however, the transaction proceeds to Closing, the Earnest Money Deposit shall be credited against the purchase price. Once the Feasibility Period has expired and the Contract has not been terminated, Buyer shall have the right to continue to access Property as provided herein until the Closing Date.

7. Documents and Records to be Furnished by Sellers. Within ten (10) days of the Effective Date, Seller shall deliver to Buyer legible copies (including all exhibits) of any of the following documents which are in Sellers possession or obtainable at no cost to Seller:

- (a) A copy of the most current draft of the City Park & Reedy River Redevelopment Area Community Character ~~Plan~~ <sup>\*Plan/Code *now*</sup> and all other land use regulations which are specific to Unity Park (collectively, the "City Development Plan"), it being recognized that the City Development Plan is a work in progress and subject to change prior to formal adoption by City Council;
- (b) All real property and other ad valorem tax bills and utility bills for the two-year period preceding the Effective Date of Contract.
- (c) Copies of all Service Agreements and Permits.
- (d) Copy of any appraisals of the Property.
- (e) Copies of all architectural drawings and structural reports.
- (f) Copies of all REAs, cross access agreements or other documents relating to the title to Property.
- (g) Copies of any existing Phase I and/or Phase II Environmental Reports plus any other environmental reports or information (collectively, the "Environmental Reports").
- (h) Copies of all existing title insurance commitments or title insurance policies, surveys, roof, HVAC or other structural or inspection reports of any kind.

Buyer DP Seller now

8. Warranties, Representations and Additional Covenants of Seller. Seller represents, warrants and covenants to and with Buyer, knowing that Buyer is relying on each such representation, warranty and covenant, that:

- (a) Seller is a governmental subdivision of the State of South Carolina.
- (b) Seller has, or will have at Closing, the lawful right, power, authority and capacity to sell Property in accordance with the terms, provisions and conditions of Contract.
- (c) There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against, by or affecting Seller which affect title to Property or which question the validity or enforceability of Contract or of any action taken by Seller under Contract, in any court or before any governmental authority, domestic or foreign.
- (d) The execution of and entry into Contract, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under Contract and of all other acts necessary and appropriate for the full consummation of the purchase and sale of Property as contemplated by and provided for in Contract, are consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound, or the partnership agreement of Seller; and Contract, and the covenants and agreements of Seller under Contract, are the valid and binding obligations of Seller, enforceable in accordance with their terms.
- (e) Provided the contingency set forth below in Section 32 is satisfied on or before the Closing Date, all necessary action will have been taken by Seller pursuant to its operational documents authorizing and approving the execution of and entry into Contract, the execution and delivery by Seller of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under Contract and of all other acts necessary and appropriate for the consummation of the purchase and sale of Property as contemplated by and provided for in Contract.
- (f) Seller has good and marketable fee simple title to Property, subject only to the Permitted Exceptions.
- (g) To the best of Seller's actual knowledge without investigation, Property is not subject to any deferred taxes or assessments.
- (h) To the best of Seller's actual knowledge without investigation, no portion of Property is subject to any other classification, designation or preliminary determination of any agency of any federal, state or local government, or pursuant to any federal, state or local law, which would restrict the use, development, occupancy or operation of Property as it is currently being used, occupied or operated, including, without limitation any designation or classification as an archeological site, any classification or determination under the Endangered Species Act, or any designation as an historical site.
- (i) To the best of Seller's actual knowledge without investigation, Property is not subject to any use, development or occupancy restrictions (except those imposed by all

Buyer DP Seller mpw

applicable laws including, but not limited to, applicable zoning, stormwater and subdivision laws and regulations), special taxes and assessments or utility "tap-in" fees (except those generally applicable throughout the tax district in which Property is located), or charges or restrictions, whether existing of record or arising by operation of law, unrecorded agreement, the passage of time or otherwise (other than the Permitted Exceptions).

(j) RESERVED.

(k) RESERVED.

(l) To the best of Seller's actual knowledge without investigation, Property is not currently, occupied, used or operated in violation of, is not otherwise in violation of, and Seller has received no notice of any violations or potential violation of any zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any city, county, state or other governmental authority having jurisdiction thereof, or any private restrictive covenants affecting Property; and to the best of Seller's actual knowledge without investigation, all certificates, licenses, permits, authorizations, consents and approvals required by any such governmental authority for the continued use, occupancy and operation of Property have been obtained, are paid for, and are free of restrictions.

(m) To the best of Seller's actual knowledge without investigation, there are no pending, threatened or contemplated condemnation actions involving all or any portion of Property; and, to the best of Seller's actual knowledge and belief, there are no existing plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land.

(n) RESERVED.

(o) To the best of Seller's actual knowledge without investigation, access to the Land from streets and roads adjoining the Land is not limited or restricted except as otherwise set forth in any license agreements with adjoining landowners and highway encroachment permits.

(p) To the best of Seller's actual knowledge without investigation, there are no management, maintenance, service or other contracts with respect to Property other than the Service Agreements.

(q) Between the date hereof and the Closing Date, Seller shall operate Property in the ordinary course of business and shall maintain and repair Property in accordance with its standard practices so that, on the Closing Date, Property will be in the same condition as it now exists, natural wear and tear and loss by insured casualty excepted.

(r) To the best of Seller's actual knowledge without investigation all information and data furnished by Seller to Buyer with respect to Property will be materially true, correct and complete.

(s) Seller will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties or covenants to be untrue or unperformed on the Closing Date.

Buyer DP Seller npw

Seller acknowledges and agrees that no examination or investigation of Property or of the operation of Property by or on behalf of Buyer prior to Closing shall in any way modify, affect or diminish Seller's obligations under the representations, warranties, covenants and agreements set forth in Contract. Buyer acknowledges that Seller, except as otherwise expressly provided in Contract, gives no guarantee or warranty of any kind, express or implied, as to the physical or other condition of Property, or to the conditions or existence of improvements, or as to the merchantability or fitness for a particular purpose as to Property, and any implied warranty is hereby disclaimed by Seller. Buyer agrees to purchase Property "AS IS".

9. Closing Documents and Deliveries. At Closing, Seller shall deliver to Buyer the following:

(a) A duly executed Limited Warranty Deed conveying insurable fee simple title to Property free and clear of all liens and encumbrances except for the Permitted Exceptions, said deed to include restrictions to ensure that the Property is used in strict conformity with the City Development Plan existing at the time of Closing.

(b) Any documents that Buyer's counsel may reasonably determine are necessary to assign any easements, licenses, Service Agreements and Permits relating to the use of Property, which Buyer's and Seller's counsel determines are assignable;

(c) A bill of sale with general warranty of title conveying the Personalty;

(d) Such written evidence of authority to execute and deliver the deed;

(e) Such reasonable owner's affidavit regarding the payment of bills for labor and materials rendered for improvements on Property as may reasonably be required by Buyer's title insurance company in order to issue the owners policy and to insure the title without exception for unfilled mechanics' and materialmens' liens and without exceptions for rights of possession in any third party, as well as any other documents reasonably required by Buyer's title insurance company to issue Buyer's owner's and/or loan policy of insurance;

(f) A duly executed "non-foreign person" affidavit as required by the Internal Revenue Service with respect to the sale of real property;

(g) Any Seller's affidavits related to withholding taxes that are required by federal or state law;

(h) Duplicate originals of a settlement statement prepared by Buyer's counsel and approved by Seller;

(i) a certificate, in form and substance reasonably satisfactory to Buyer, confirming that Sellers representations and warranties are true and correct as of the Closing Date;

(j) the originals of any Permits in Seller's possession;

(k) the originals of all books, records, correspondence, memoranda, reports and other information and data pertinent to the continued use, occupancy and operation of Property,

including, without limitation, all records, information and data relevant to income and operating expenses for Property and all service manuals;

(l) all keys (and instructions as to which locks the keys operate), all combinations or pass-codes (and instructions as to the location of all locks to which they apply);

10. Possession. Exclusive possession of Property shall be delivered to Buyer at Closing.

11. Taxes and Other Prorations. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, all with respect to the cash portion of the Purchase Price:

(a) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against Property, hereinafter called the "Taxes", for the year in which Closing occurs shall be the responsibility of the Buyer. In the event that, after the Closing Date, any additional Taxes are levied, imposed upon or assessed against Property for periods prior to the Closing Date but during the time period of Seller's ownership, Buyer shall give Seller written notice of such Taxes, and Seller shall be responsible for payment of such additional Taxes in full within the time fixed for payment thereof and before the same become delinquent.

(b) All utility charges for Property (including, without limitation, telephone, water, storm and sanitary sewer, electricity, gas, garbage and waste removal) shall be prorated as of the Closing Date, transfer fees required with respect to any such utility shall be paid by or charged to Buyer, and Seller shall be credited with any deposits transferred to the account of Buyer; provided, however that at either party's election (and subject to reasonable notice prior to Closing) any one or more of such utility accounts shall be closed as of the Closing Date, in which event Seller shall be liable and responsible for all charges for service through the Closing Date and shall be entitled to all deposits theretofore made by Seller with respect to such utility, and Buyer shall be responsible for reopening and reinstating such service in Buyer's name, and shall be responsible for any fees, charges and deposits required in connection with such new account.

(c) All amounts payable, if any, under any of the Service Agreements shall be prorated as of the Closing Date.

(d) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to Property shall be prorated as of the Closing Date.

12. Closing Costs. Buyer shall be responsible for the cost of any third-party inspections ordered by Buyer, the survey referred to in Paragraph 4 , the title insurance search and policy premium, the cost of documentary transfer taxes or like taxes on the warranty deed of conveyance and the cost to record the deed. Buyer shall have the right at Closing to apply the sales proceeds toward the payment of any existing monetary liens. Each party shall be responsible for the fees of its own attorneys and for any other costs incurred by such party in connection with Closing.

13. Condemnation. If, after the execution of Contract and prior to the Closing Date, Seller receives notice of the commencement or threatened commencement of eminent domain or

Buyer DP Seller MPW

any other proceeding against Property or any portion thereof, Seller shall immediately notify Buyer in writing and Buyer shall elect either:

(a) Not to close the transaction contemplated hereby in which event the Earnest Money Deposit shall be refunded to Buyer and Contract shall be void and of no further force and effect, or

(b) To close the transaction contemplated hereby in accordance with its terms but subject to such proceedings in which event Buyer shall be entitled to any condemnation award or proceeds paid with respect to Property.

14. Remedies Upon Breach. In the event that the terms and conditions of Contract have been satisfied and Buyer does not purchase Property in accordance with the requirements of Contract within the time limits herein set forth due to circumstances which constitute a breach by Buyer of its obligations hereunder, and if Buyer fails to cure such breach within ten (10) days following receipt of written notice from Seller specifying such breach, then Seller, as its sole and exclusive remedy, shall declare Contract cancelled in which event any Earnest Money Deposits held by the Escrow Agent shall be forfeited and paid to Seller as full liquidated damages and not as a penalty, the parties acknowledging that Seller's damages would be difficult to ascertain precisely, and the parties hereto shall have no further rights or obligations with respect to each other. In the event of Seller's breach of any of the terms, conditions, warranties or representations hereof and if Seller fails to cure such breach within ten (10) days following receipt of written notice from Buyer specifying such breach, Buyer shall have the right to (a) immediately terminate Contract upon written notice to Seller and receive a refund of the entire Earnest Money Deposit and upon return of the same the parties hereby shall have no further rights and obligations or liabilities to each other hereunder, (b) seek specific performance or similar legal proceedings if necessary to effectuate the immediate conveyance of Property by Seller in compliance with the terms and conditions of Contract and/or (c) pursue all remedies available to it under law or equity.

15. Governing Law. Contract shall be governed, interpreted, and construed under the substantive laws of the State of South Carolina.

16. Time of Essence. Time is of the essence in the performance of the terms and conditions of Contract. If any date set forth in Contract should fall on a Saturday, Sunday, or legal holiday, compliance with any obligation or delivery due on that date will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. In Contract, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of South Carolina. In Contract, the term "business day" means any day other than a Saturday, Sunday, or legal holiday.

17. Notices. All notices which are required hereunder to be in writing shall be effective with respect to the party who is to receive them as of the date on which such notice is (i) received by mail in care of such party or their counsel in any United States Post Office by certified or registered mail, postage prepaid or (ii) received by messenger, overnight service or otherwise to the office of the party or their counsel. The addresses for such notices are as follows:

AS TO BUYER: Drew Parker, Ray Foral, Rion Smith  
123 Welborn Street, Suite 201

Buyer DP Seller RFW

Greenville, SC 29601

With copy to: Bell Carrington Price & Gregg  
408 E. North Street  
Greenville, SC 29601

AS TO SELLER: City of Greenville  
Nancy P. Whitworth, Interim City Manager  
206 S. Main Street, 10th Floor  
Greenville, SC 29601

With copy to: City of Greenville  
Michael S. Pitts, City Attorney  
206 S. Main Street, 9th Floor  
Greenville, SC 29601

18. Further Assurance: Survival of Warranties At Closing, and if necessary thereafter, Seller shall do such additional and further acts, and shall execute and deliver such additional and further deeds, affidavits, instruments, certificates and documents, as Buyer, Buyer's counsel or Buyer's title insurer may reasonably require to vest in and assure to Buyer full right, title and interest in and to Property to the full extent contemplated by Contract and otherwise to effectuate the purchase and sale of Property as contemplated by and provided for in Contract.

19. Brokerage Commission. The parties represent to each other that, except as stated above, neither party has done anything nor will do anything which will entitle any person to receive any broker's fees or real estate commission as a result of the transactions provided for under Contract.

20. Headings. The headings or captions set forth in Contract are for the convenience of the parties only, do not form a part of Contract, and are not to be considered a part of Contract for any purpose.

21. Entire Understanding. Contract constitutes the entire understanding and agreement between the parties. Contract shall not be modified or amended in any way except by written instrument executed by both parties.

22. Effective Date. The Effective Date of Contract shall be the date Contract is signed by both parties and if both parties do not sign on the same date, it shall be the date on which the Contract is signed by the last party to sign. If one of the parties fails to date its signature in the blank provided, the Effective Date shall be the date of the other party's signature.

23. Binding Effect. Contract shall be binding on the parties and their successors and assigns.

24. No Recording. Contract shall not be recorded in any public records.

Buyer DP Seller mw

25. Counterparts. Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Time Limit. Contract shall be null and void if not signed by 5:00 PM on Friday, February 22, 2019.

27. Escrow Agent. *The parties acknowledge that Escrow Agent represents Buyer in this transaction. Seller and Buyer agree that Escrow Agent may act in this dual capacity.* If Closing does not occur, and Escrow Agent receives a notice requesting release of the Earnest Money Deposit from either party, Escrow Agent is hereby authorized to release the Earnest Money Deposit to the requesting party, provided that: (a) the notice sets forth the basis on which the Earnest Money Deposit is to be released; (b) the notice is simultaneously sent to the other party; and (c) the request is not refuted by the non-requesting party within ten (10) days after delivery of the notice. If the parties cannot agree as to the disposition of the Earnest Money Deposit, Escrow Agent is authorized to hold the Earnest Money Deposit until the parties reach agreement or until a court of competent jurisdiction establishes the rightful disposition. Escrow Agent shall also be authorized to file an action in interpleader to determine the proper party entitled to the Earnest Money Deposit. In consideration of Escrow Agent's services, Buyer agrees to indemnify and hold Escrow Agent harmless from and against all liabilities, damages, costs, expenses (including all attorneys' fees and expenses incurred by Escrow Agent or any of Escrow Agent's employees or agents), causes of action, suits, demands, judgments, and claims of any nature whatsoever that might arise at any time out of Escrow Agent's holding, investing, reinvesting, payment, or other disposition of the Earnest Money Deposit, except those which result from Escrow Agent's willful misconduct or neglect. Escrow Agent may act in reliance on any writing or instrument or signature which it in good faith believes to be genuine and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in this escrow nor as to the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to safekeeping of the Earnest Money Deposit, and for the disposition of the same in accordance with Contract.

28. Risk of Loss and Insurance. Between the Effective Date and Closing, the risks and obligations of ownership and loss of Property and the correlative rights against insurance carriers and third parties shall belong to Seller. In the event of the damage or destruction of any portion of Property prior to Closing, Buyer shall have the right, at Buyer's option, to terminate Contract by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money Deposit shall be refunded to Buyer immediately upon request, all rights and obligations of Seller and Buyer under Contract shall expire, and Contract shall become null and void. If Buyer does not so terminate Contract, the purchase price shall be reduced by the total of any insurance proceeds received by Seller prior to Closing by reason of such damage or destruction and by the amount of any deductible applicable to the policy of insurance, and, at Closing, Seller shall assign to Buyer all insurance proceeds to be paid or to become payable after Closing by reason of such damage or destruction.

29. Conditions of Buyer's Obligations. Buyer's obligation to consummate the purchase and sale of Property on the Closing Date shall be subject to the satisfaction or performance of the

Buyer DP Seller DPW

following terms and conditions, any one or more of which may be waived in writing by Buyer, in whole or in part, on or as of the Closing Date, and which shall be deemed to have been satisfied and/or performed once Closing occurs:

- (a) Seller's agreement to reinvest the proceeds from the sale into new city park which is being developed near the Property, subject to City Council's ultimate authority to appropriate funds and direct the use of the proceeds;
- (b) Seller to use best efforts to support Buyer's efforts to obtain an encroachment permit and/or variance, subject to any land use approvals that must be obtained from the Planning Commission, City Council or any other public body, in order to utilize a certain area of land contiguous with the property along the river side, to be used for tables and outdoor seating;
- (c) Seller to use best efforts to support Buyer's efforts to obtain a parking variance to allow offsite parking to count toward the total parking requirement per governmental codes or ordinances, subject to the Planning Commission's ultimate authority to grant such a variance;
- (d) Prior to purchasing, Buyer would have the opportunity to review any new Form Based Code or zoning overlays that will affect the future use of the Property.
- (e) . All redevelopment of the Property, including all uses thereon, shall conform to the City Development Plan and the restrictions set forth in the Limited Warranty Deed referenced above in Section 9(a). In the event that the City Development Plan is modified, changed or amended at some later time, any uses which are conforming to the City Development Plan prior to such modification, change or amendment would, to the extent of controlling law and in the absence of contrary action by the City Council, be treated as non-conforming uses.
- (f) Buyer would have the ability to abandon the purchase and receive a refund of its Earnest Money if it determines, prior to Closing and in its sole discretion, that it does not wish to pursue redevelopment of the Property within the parameters of the City Development Plan.
- (g) Buyer would be granted the right to use approximately 1 acre of land owned by the Seller (as noted on the attached map) for temporary parking, subject to reasonable requirements of the Seller governing use of said property including, but not limited to, compliance with all applicable ordinances and regulations pertaining to temporary parking lots. Use of said parking would continue until permanent parking is constructed per the City Development Plan or the Seller decides, in its sole discretion, to utilize said property for other purposes, whichever event occurs earlier.
- (h) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by Contract to be kept, observed, performed, satisfied or complied with by Seller before, on or as of the Closing Date;

- (i) The representations and warranties of Seller in Contract shall be true and correct, and certified by Seller to Buyer as such, on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date;
- (j) Buyer shall not have terminated Contract pursuant to an express right so to terminate set forth in Contract.

If any of the foregoing conditions have not been satisfied or performed or waived in writing by Buyer on or as of the Closing Date, Buyer shall have the right, at Buyer's option, either: (i) to terminate Contract by giving written notice to Seller on or before the Closing Date, in which event all rights and obligations of Seller and Buyer under Contract shall expire, the Escrow Agent shall refund the Earnest Money Deposit and Contract shall become null and void (except as otherwise provided herein); or (ii) if such failure of condition constitutes a breach by Seller under Contract, to exercise such rights and remedies as may be provided for in Paragraph 14 of Contract.

30. RESERVED.

31. RESERVED.

32. Condition of Seller's Obligations. Seller's obligation to consummate the purchase and sale of the Property is made absolutely contingent upon the approval of said transaction by way of a duly enacted Ordinance by City Council. If such approval is not obtained, this Contract shall immediately terminate without further liability or obligation of the Seller, in which event Buyer shall receive a full refund of its Earnest Money Deposit.

Buyer DP Seller DPW



Escrow Agent, by the signature below, hereby acknowledges the receipt of a \$10,000.00 check, as the Earnest Money Deposit mentioned in Paragraph 2(a) of Contract. The \$10,000.00, together with all other monies escrowed in accordance with the terms of Contract, will be held in escrow pending disbursement according to the terms of Contract.

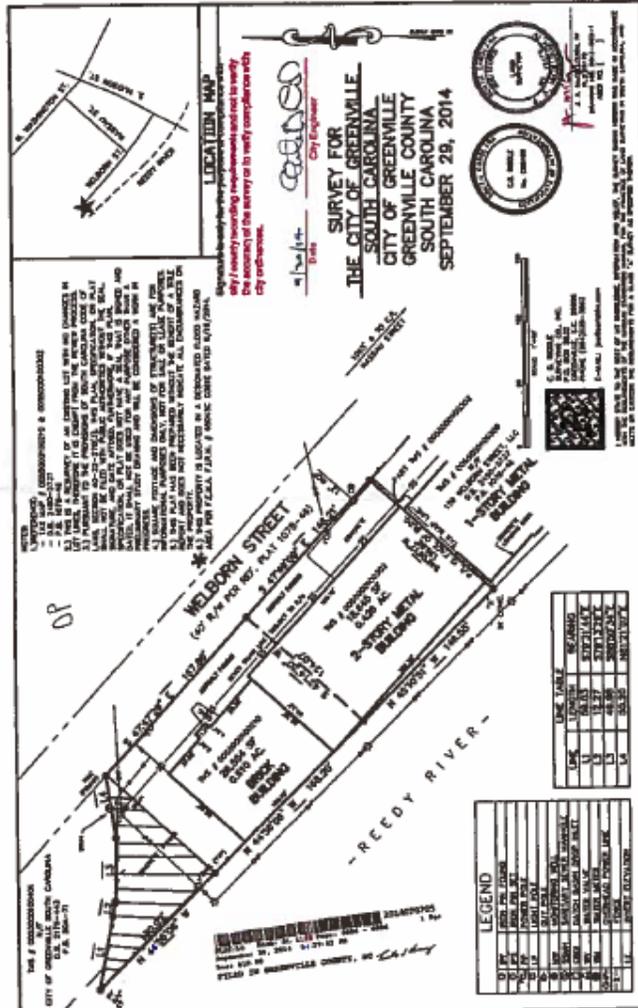
Bell Carrington Price & Gregg, LLC

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

Address of Escrow Agent:  
408 E. North Street  
Greenville, SC 29601

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

**Exhibit A**



Buyer OP Seller JPW

**Exhibit A (continued)**

**Temporary Parking Location pursuant to Section 29(g)**



OP now



# REQUEST FOR COUNCIL ACTION

## City of Greenville, South Carolina

Agenda Item No.

15d

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading  Ordinance/Second & Final Reading  Resolution/First & Final Reading  Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE TO APPROVE A RECIPROCAL EASEMENT AGREEMENT BETWEEN RENEWABLE WATER RESOURCES AND THE CITY OF GREENVILLE FOR PURPOSES OF ACCESS, PARKING, AND TEMPORARY IMPROVEMENTS (TAX MAP NUMBERS M014010100200 AND M014010100300)

**SUMMARY BACKGROUND:**

ReWa owns property on Mauldin Road, Tax Map Number M014010100200. The City owns adjoining property located on Mauldin Road, Tax Map Number M014010100300. This Ordinance formalizes an agreement between the City and ReWa pursuant to which each party would be allowed to use a portion of the other party's property for limited purposes, i.e. access, parking, and temporary improvements.

**IMPACT IF DENIED:**

The City will neither accept nor grant an easement to ReWa.

**FINANCIAL IMPACT:**

None.

**REQUIRED SIGNATURES**

Department Director Mike Murphy  
DocuSigned by:  
B8351B3CF7524D2...

OMB Director \_\_\_\_\_

City Attorney Michael Pitts  
DocuSigned by:  
5E0F2A267E2D413...

City Manager John McDonough  
DocuSigned by:  
FDC2AC15040F440...

A N O R D I N A N C E

TO APPROVE A RECIPROCAL EASEMENT AGREEMENT BETWEEN RENEWABLE WATER RESOURCES AND THE CITY OF GREENVILLE FOR PURPOSES OF ACCESS, PARKING, AND TEMPORARY IMPROVEMENTS (TAX MAP NUMBERS M014010100200 AND M014010100300)

WHEREAS, Renewable Water Resources (“ReWa”) is the owner of that certain parcel of real property located on Mauldin Road in Greenville County, South Carolina, Tax Map Number M014010100200; and

WHEREAS, the City of Greenville (“City”) is the owner of a certain adjacent parcel of real property located on Mauldin Road in Greenville County, South Carolina, Tax Map Number M014010100300; and

WHEREAS, the City and ReWa desire to enter into a reciprocal easement agreement pursuant to which each party would be allowed to use a portion of the other party’s property for the limited purpose of ingress, egress, parking, construction, and maintenance of temporary improvements;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council hereby approves the grant of an easement to the ReWa, approves acceptance of an easement from ReWa, and authorizes a reciprocal easement agreement between the City and ReWa in substantially the same form as that which is attached hereto and incorporated herein as Attachment 1 (“Reciprocal Easement”). The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the Reciprocal Easement and the exhibit thereto as may be necessary and appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

ATTACHMENT 1

Upon recording return to:  
Nelson, Mullins, Riley & Scarborough LLP  
104 S. Main Street, Suite 900  
Greenville, South Carolina 29601  
Attn: Eric J. Smith

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between RENEWABLE WATER RESOURCES, a body corporate and politic and a special purpose district organized under the laws of the State of South Carolina ("ReWa") and THE CITY OF GREENVILLE, a political subdivision of the State of South Carolina (collectively, the "City"), and their respective successors and assigns (ReWa and City may each be referred to herein as a "Party" or collectively, the "Parties").

**WITNESSETH:**

WHEREAS, ReWa is the owner of certain real property lying and being in Greenville County, South Carolina and more particularly described as approximately 74.1 acres identified as tax map # M014010100200 (the "ReWa Property");

WHEREAS, City is the owner of certain adjacent real property lying and being in Greenville County, South Carolina and more particularly described as approximately 55.525 acres identified as tax map # M014010100300 (the "City Property");

WHEREAS, the Parties desire to enter into and grant certain easements to one another on and subject to the terms and conditions set forth herein, for the limited purpose of allowing the City, its agents, employees, contractors and invitees, the right to enter upon a portion of the ReWa Property and to utilize a portion of the ReWa Property for the purposes of ingress, egress, parking, construction, and maintenance of temporary improvements, and for allowing ReWa, its agents, employees, contractors and invitees, the right to enter upon a portion of the City Property and to utilize a portion of the City Property for the purposes of ingress, egress, parking, construction, and maintenance of temporary improvements; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the Parties one to the other, the covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, ReWa and the City hereby agree as follows:

1. Reciprocal Easements.

(a) ReWa hereby grants to the City for the benefit of the City Property a perpetual, exclusive easement over, on, upon, and across that portion of the ReWa Property described and/or depicted as Easement "B" on Exhibit "A" attached hereto and by this reference made a part hereof for the purposes of vehicular and pedestrian access, ingress, and egress, parking of vehicles, and the construction and maintenance of temporary improvements all at the City's sole cost and expense (the "City Easements").

(b) City hereby grants to ReWa for the benefit of the ReWa Property a perpetual, exclusive easement over, on, upon, and across that portion of the City Property described and/or depicted as Easement "A" on Exhibit "A" attached hereto and by this reference made a part hereof for the purposes of vehicular and pedestrian access, ingress, and egress, parking of vehicles, and the construction and maintenance of temporary improvements all at ReWa's sole cost and expense (the "ReWa Easements").

2. Reservation of Rights.

(a) ReWa Reservation of Rights. ReWa hereby reserves all right, title and interest in and to the ReWa Property incident to the fee simple estate thereof and for any and all purposes not inconsistent with the easements granted herein.

(b) City Reservation of Rights. The City hereby reserves all right, title and interest in and to the City Property incident to the fee simple estate thereof and for any and all purposes not inconsistent with the easements granted herein.

3. Condition of Easement Areas. Each Party shall ensure that in its use of the other Party's property, the Party and its agents, employees, invitees and licensees keep the other Party's property in a neat, clean and safe condition, free from trash and debris.

4. Maintenance and Repair. Except as otherwise provided herein, each Party shall maintain and repair its own improvements, whether located on its own parcel or the other Party's parcel, and such maintenance and repair shall be conducted in a good and workmanlike manner. Any taxes that may be assessed against either parcel now or in the future shall be paid by the fee simple owner of such parcel.

5. Damage. To the extent that a Party causes damage to the other Party's parcel or improvements (beyond ordinary wear and tear), then the Party causing such damage shall be responsible for one hundred percent (100%) of the costs of repair or replacement related to such damage. The owner of the parcel or improvements damaged thereby may provide an invoice to the Party that caused such damage for the reasonable costs to repair such damage that is actually incurred by the owner of the damaged parcel or improvements, with appropriate back-up supporting said costs, and the Party causing such damage shall pay such invoice within thirty (30) days of receipt of such invoice.

6. Hazardous Materials. Neither Party shall bring or store, or allow to be brought or stored on the other Party's property, any Hazardous Materials (as defined below). A Party shall be solely responsible for any and all claims, costs, losses, expenses, demands, actions, or causes of action, and all liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the other Party's parcel arising from the use, handling, storage or other management of Hazardous Materials (as defined below) by such Party or its employees, agents, contractors, licensees or

invitees on the other Party's parcel. The liability contemplated by this paragraph specifically includes costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority having jurisdiction over such Parcel or the use and occupation thereof. No Party shall conduct any intrusive or invasive testing of its granted easement area on the other Party's parcel, such as a Phase II environmental site assessment, without the express written consent of the owner of that parcel, which consent may be withheld by such owner in its sole discretion. "Hazardous Material" means asbestos, petroleum products, or any toxic or hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA and RCRA. This Section shall survive any termination of this Agreement.

7. Default Remedies.

(a) Right to Cure. If a Party defaults in the performance of any of the obligations imposed on such Party by this Agreement (a "Defaulting Party"), the non-defaulting Party (a "Non-Defaulting Party") shall have the right, but not the obligation, upon the expiration of thirty (30) days' written notice to the Defaulting Party and to any mortgagee of the Defaulting Party of whom the Non-Defaulting Party has received written notice, to cure such default for the account of and at the expense of the Defaulting Party, provided that the Defaulting Party or its mortgagee has not, prior to the expiration of such thirty (30) day period, cured the default or commenced to cure the default and thereafter diligently and continuously pursues such efforts to cure to completion. Notwithstanding the provisions of the preceding sentence, in the event of emergency conditions constituting default, any Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without any advance notice, so long as notice is given as soon as reasonably practicable thereafter. Any default notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in reasonable detail the action which the Non-Defaulting Party giving such notice proposes to take in order to cure the claimed default.

(b) Legal and Equitable Relief. A Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party (provided that such Non-Defaulting Party has theretofore complied with the notice and cure provisions of Section 7(a), above), or against any other person violating or attempting to violate any of the provisions contained in this Agreement, in order to prevent the violating or Defaulting Party or any such other person from violating or attempting to violate or defaulting under the provisions of this Agreement, and to recover damages for any such violation or default. The remedies available under this subsection (b) shall include suits for damages, ex parte applications for temporary restraining orders, preliminary injunctions, and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Agreement.

(c) Costs to Cure. All costs and expenses reasonably incurred by any Non-Defaulting Party to cure a default of a Defaulting Party under the provisions of Section 7(a), above, and all costs and expenses of any proceedings at law or in equity for collection of such amount, including reasonable attorneys' fees awarded to any Party by an order of court pursuant to this Agreement, shall be assessed against and paid by the Defaulting Party (the "Cost to Cure").

(d) Remedies Cumulative. All remedies permitted or available to the Parties under this Agreement at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8. Notices. All notices required or permitted herein shall be in writing and delivered to the intended recipient at its address set forth herein by: (a) registered or certified U.S. mail, return receipt requested; (b) personal delivery; or (c) overnight delivery with a nationally recognized overnight courier. If sent by registered or certified mail, notice shall be deemed received three (3) business days following deposit of such notice in the mail. If delivered personally, the notice shall be deemed received on the date of delivery or refusal to accept delivery. If sent by overnight delivery, such notice shall be deemed received one (1) business day following the deposit of such notice with the overnight courier for delivery. All notices shall be deemed effective if properly addressed and delivered according to this Section, whether or not a notice is actually accepted or received. Either party may specify a different notice address by written notice to the other party in accordance with this Section. Each Party's address for notice is as follows:

To ReWa:	Renewable Water Resources 561 Mauldin Rd Greenville, SC 29607 Attn: Director of Business Continuity Services
With a copy to:	Nelson Mullins Riley & Scarborough LLP Attn: Rivers Stilwell 104 S. Main Street, Suite 900 Greenville, South Carolina 29601
To City:	Office of the City Attorney 206 South Main Street (29601) Post Office Box 2207 Greenville, South Carolina 29602

9. Miscellaneous.

(a) Recitals. All recitals in the opening paragraphs of this Agreement are incorporated herein by this reference and made a part of this Agreement.

(b) Time of the Essence. Time is of the essence in the performance of this Agreement and all covenants and provisions contained herein.

(c) Force Majeure. Each party hereto shall be excused from the performance of any of its obligations under this Agreement for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such party.

(d) Successors and Assigns. This Agreement may not be assigned by either Party without the express prior written consent of the other Party. The ReWa Easements shall encumber and run with title to the City Property and shall run with and be appurtenant to the ReWa Property, and shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and permitted assigns of ReWa. The City Easements shall encumber and run with title to the ReWa Property and shall run with and be appurtenant to the City Property, and shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and permitted assigns of the City.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding between ReWa and the City relating to the subject matter hereof and may not be amended or modified except by an instrument in writing executed by the Parties.

(f) Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part of such remaining portions, which shall remain in full force and effect.

(g) No Waiver. No failure of a Party to exercise any power given to such Party hereunder, or to insist upon strict compliance by the other Party of that other Party's obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, will constitute a waiver of a Party's right to demand strict compliance with the terms hereof.

(h) Headings. The section headings in this Agreement are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Greenville County, South Carolina, in any dispute arising out of this Agreement.

(j) Authorized Representative. Each individual signing on behalf of a Party to this Agreement states that he or she is the duly authorized representative of the signing Party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same document.

*[Signatures begin on following page]*



Signed, sealed and delivered in  
the presence of:

CITY:

**THE CITY OF GREENVILLE**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF GREENVILLE    )

**ACKNOWLEDGEMENT**

I, the undersigned notary public, do hereby certify that **The City Of Greenville**, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_

*[end of signatures; exhibit on following page]*





## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

Agenda Item No.

15e

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading   
 Ordinance/Second & Final Reading   
 Resolution/First & Final Reading   
 Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

TO APPROPRIATE \$38,275,836 IN THE CAPITAL PROJECTS FUND AND \$35,433,270 IN THE HOSPITALITY TAX FUND FOR THE CONSTRUCTION OF UNITY PARK

**SUMMARY BACKGROUND:**

City Staff, along with contractors MKSK and Harper Corporation, have worked to bring the Unity Park design to a substantially complete state to allow for accurate estimation of construction costs. The Hughes Agency has procured significant private financial contributions to assist in the construction of the project. City OMB and our external Financial Advisor have built a plan of finance using the available resources committed by City Council in order to execute the construction. Action is required by City Council to appropriate the aggregated resources to the project and authorize the expenditure for the construction of Unity Park.

**IMPACT IF DENIED:**

If denied, the construction of the Unity Park project will not move forward.

**FINANCIAL IMPACT:**

The appropriation will allow for the Construction of Unity Park. Ongoing debt service payments will fit within the level of ongoing Hospitality Tax support authorized by City Council resolution 2017-09.

#### REQUIRED SIGNATURES

Department Director \_\_\_\_\_

OMB Director \_\_\_\_\_

DocuSigned by:  
  
41A49000329242C...

City Attorney \_\_\_\_\_

City Manager \_\_\_\_\_

DocuSigned by:  
  
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 DocuSigned by:  
  
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A N O R D I N A N C E

TO APPROPRIATE \$38,275,836 IN THE CAPITAL PROJECTS FUND AND \$35,433,270 IN THE HOSPITALITY TAX FUND FOR THE CONSTRUCTION OF UNITY PARK

WHEREAS, City Council has supported the development of the Unity Park project for multiple years by appropriating funding for planning, design and property acquisition; and

WHEREAS, the project has reached a point of substantially complete design to enable accurate construction cost estimates; and

WHEREAS, Harper Corporation General Contractors has been retained as a Construction Manager at Risk (CMAR) to work along with the park designer, MKSK, to procure and manage the construction of the park; and

WHEREAS, the primary method of funding Unity Park construction is anticipated to be Hospitality Tax bonds; and

WHEREAS, certain elements of private fundraising and other sources of revenue need to be recognized in the project and appropriated for use, and additional appropriations may be made in the future to coincide with additional private fundraising; and

WHEREAS, City Council desires to appropriate the funding necessary to release Harper and MKSK to move forward with construction of Unity Park;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of \$38,275,836 is appropriated in the Capital Projects Fund and \$35,433,270 is appropriated in the Hospitality Tax Fund as reflected in the attached Exhibit. This Ordinance shall become effective upon passage on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER





## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

Agenda Item No.

15f

**TO:**           Honorable Mayor and Members of City Council  
**FROM:**       John F. McDonough, City Manager

Ordinance/First Reading   
 Ordinance/Second & Final Reading   
 Resolution/First & Final Reading   
 Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

THIRD SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$37,000,000 CITY OF GREENVILLE, SOUTH CAROLINA HOSPITALITY TAX REVENUE BONDS, IN ONE OR MORE SERIES; AND OTHER MATTERS RELATING THERETO.

**SUMMARY BACKGROUND:**

The City has issued a certificate expressing its intention to issue debt to reimburse the City for costs related to the costs of the acquisition, construction, renovation, installation and equipping of various capital improvements in order to create and expand Unity Park, a regional park owned and operated by the City; and partially defraying the costs of the acquisition, construction, renovation, installation and equipping of various capital improvements in order to create a consolidated Parks and Recreation Maintenance Facility to serve Unity Park, Falls Park and other tourism-related facilities.

The Project has been included in the City's adopted budgets and CIP with funding provided through the issuance of Hospitality Tax revenue bonds, among other sources.

The attached ordinance authorizes the issuance of the Series 2020 Hospitality Tax Revenue Bonds in an amount not exceeding \$37 million with a final maturity date not later than 2041 (approximately twenty years). There is sufficient capacity in the Hospitality Tax fund to accommodate the estimated annual debt service. The repayment structure is based on level debt service payments of approximately \$2,000,000 in principal and interest.

First Tryon Advisors is serving as the City's financial consultant and solicited bids for the purchase of the Series 2020 bonds in February 2020. The expected closing date for the purchase is late April 2020. Haynsworth Sinkler Boyd is serving as the City's bond counsel.

**IMPACT IF DENIED:**

If denied, the City will be unable to reimburse the expenses incurred in the above named projects. If approved, the City will issue debt to reimburse the expenditures for these projects.

**FINANCIAL IMPACT:**

The annual debt service payments for the Hospitality Tax Fund will increase by an estimated \$2,000,000 annually beginning in FY22. Sufficient debt service coverage and revenue capacity is available in the Fund.

#### REQUIRED SIGNATURES

Department Director \_\_\_\_\_

OMB Director \_\_\_\_\_

DocuSigned by:  
  
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City Attorney \_\_\_\_\_

City Manager \_\_\_\_\_

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**THIRD SUPPLEMENTAL ORDINANCE****PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$37,000,000 CITY OF GREENVILLE, SOUTH CAROLINA HOSPITALITY TAX REVENUE BONDS, IN ONE OR MORE SERIES; AND OTHER MATTERS RELATING THERETO**

**BE IT ORDAINED** by the City Council of the City of Greenville (the "**Council**"), the governing body of the City of Greenville, South Carolina (the "**City**"):

**Section 1. Findings of Fact.**

As an incident to the enactment of this ordinance, and the issuance of the bonds provided for herein, the Council finds that the facts set forth in this **Section 1** exist and the following statements are in all respects true and correct:

(a) On January 14, 2011, the Council enacted a General Bond Ordinance (the "**General Bond Ordinance**") providing for the issuance of Hospitality Tax Revenue Bonds.

(b) On January 14, 2011, the Council also enacted a First Supplemental Ordinance providing for the issuance and sale of its \$17,715,000 Hospitality Tax Revenue Refunding and Improvement Bonds, Series 2011 (the "**Series 2011 Bonds**"), which are currently Outstanding in the principal amount of \$7,215,000.

(c) On July 23, 2012, the Council enacted a Second Supplemental Ordinance providing for the issuance and sale of its \$3,967,000 Hospitality Tax Revenue Refunding Bond, Series 2012 (the "**Series 2012 Bond**"), which is currently Outstanding in the principal amount of \$1,801,000.

(d) The Council has determined that it is in the best interest of the City to issue a Series of Bonds for the purposes of (i) defraying the costs of the acquisition, construction, renovation, installation and equipping of various capital improvements in order to create and expand Unity Park, a regional park owned and operated by the City; (ii) partially defraying the costs of the acquisition, construction, renovation, installation and equipping of various capital improvements in order to create a consolidated Parks and Recreation Maintenance Facility to serve Unity Park, Falls Park and other tourism-related facilities (collectively, the "**Project**"), and (iii) paying Costs of Issuance related thereto

**Section 2. Definitions.** The terms defined above and in this **Section 2** and all words and terms defined in the General Bond Ordinance (the General Bond Ordinance, as from time to time amended or supplemented by Supplemental Ordinances, being defined as the "**Ordinance**") (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this Third Supplemental Ordinance have the respective meanings given to them in the Ordinance and in this **Section 2**.

"**2020 Construction Fund**" shall mean the Construction Fund established pursuant to **Section 6** hereof.

"**Completion Date**" shall be that date established pursuant to **Section 7** hereof.

**“Commitment Letter”** shall mean the commitment letter, term sheet, bond purchase agreement or purchase contract, as the case may be, of the Purchaser relating to the purchase of the Series 2020 Bonds.

**“Continuing Disclosure Undertaking”** means that certain Continuing Disclosure Undertaking, if any, relating to the Series 2020 Bonds, hereby authorized to be executed by the City Manager on behalf of the City and dated the date of issuance and delivery of the Series 2020 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

**“Interest Payment Date”** shall mean, with respect to the Series 2020 Bonds, October 1, 2020, and any April 1 or October 1 thereafter until the principal of the Series 2020 Bonds has been paid in full.

**“Project”** shall mean the acquisition, construction, renovation, installation and equipping of (i) various capital improvements in order to create and expand Unity Park, a regional park owned and operated by the City, and (ii) a portion of a consolidated Parks and Recreation Maintenance Facility to serve Unity Park, Falls Park and other tourism-related facilities.

**“Purchaser”** shall mean the successful purchaser of the Series 2020 Bonds pursuant to a commitment letter or term sheet of the successful purchaser, if privately placed, or pursuant to a purchase contract or bond purchase agreement between the City and the successful investment banking firm, if publicly offered.

**“Series 2020 Bonds”** shall mean the City’s Hospitality Tax Revenue Bonds, Series 2020, in the aggregate principal amount of not exceeding \$37,000,000 authorized to be issued hereunder in one or more Series.

**“Trustee”** shall mean U.S. Bank National Association, its successors or assigns.

**Section 3. Authorization of Series 2020 Bonds, Maturities and Interest Rate.**

(a) There is hereby authorized to be issued one or more Series of Bonds designated “Hospitality Tax Revenue Bonds, Series 2020” (the **“Series 2020 Bonds”**) in the total principal amount of not exceeding Thirty-Seven Million Dollars (\$37,000,000) for the purpose of providing funds for (A) defraying the Project Costs and (B) paying the Costs of Issuance of the Series 2020 Bonds. The Series 2020 Bonds may be issued in one or more Series for the purpose described in this **Section 3**.

(b) The Series 2020 Bonds shall be issued in one or more Series and, at the direction of the City Manager, upon advice of the City’s Financial Advisor, as either fully-registered Bonds in the denominations of \$5,000 and integral multiples of \$5,000 or as a single fully-registered Bond in the denomination of \$37,000,000 or such lesser amount as is actually issued. If more than one Series of Bonds is issued hereunder, the Series designation will reflect such multiple Series as deemed appropriate by the City Manager by naming such subsequent Series “Series 2020A Bonds” and so forth. The Series 2020 Bonds shall be dated as of their date of delivery, shall mature on April 1 in the years and in the principal amounts, and shall be subject to mandatory sinking fund redemption on such dates and in such amounts, if any, as approved by the City Manager, upon advice of the Financial Advisor, provided that the aggregate principal amount may not exceed \$37,000,000 and the final maturity date shall not be later than April 1, 2041. The Series 2020 Bonds shall bear interest at such rate or rates as agreed to by the City and the Purchaser to be set forth in the Commitment Letter of the Purchaser; provided that the net interest rate shall not exceed 4.0% per annum. The Series 2020 Bonds shall be numbered R-1 and upward, as needed.

(c) Principal of and premium, if any, on the Series 2020 Bonds when due, shall be payable at the corporate trust office of the Trustee, in the City of St. Paul, Minnesota. Interest on the Series 2020 Bonds shall be payable from the date of initial issuance of the Series 2020 Bonds. No accrued interest shall be due. Interest on the Series 2020 Bonds (calculated on the basis of a 360-day year of twelve 30-day months) shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, interest to be paid by the Trustee by check or draft mailed to each Holder at his address as it appears on the Books of Registry maintained at the corporate trust office of the Trustee, in the City of St. Paul, Minnesota; provided that payment to a Holder of \$1,000,000 or more may be made by wire transfer to an account within the continental United States in accordance with written instructions filed with the Trustee no later than the Record Date.

(d) The Series 2020 Bonds shall be executed on behalf of the City by the City Manager and attested by the City Clerk and be in substantially the form attached hereto as **Exhibit A**, with any necessary or appropriate variations, omissions, and insertions as are incidental to the series, numbers, denominations, maturities, interest rate or rates, redemption provisions, the purpose of issuance, and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Third Supplemental Ordinance.

#### **Section 4. Optional and Mandatory Redemption of the Series 2020 Bonds.**

(a) The Series 2020 Bonds shall be subject to redemption prior to maturity upon the terms directed by the City Manager, upon advice of the City's Financial Advisor, and such terms shall be included or provided for in the Commitment Letter.

(b) A portion of the Series 2020 Bonds (the "**Term Bonds**") may be subject to mandatory sinking fund redemption as directed by the City Manager, upon advice of the City's Financial Advisor. Such Term Bonds shall be payable from amounts accumulated in the Bond Redemption Account in the Debt Service Fund in amounts sufficient to redeem such Term Bonds in the years specified in the Commitment Letter.

At its option, to be exercised on or before the sixtieth (60th) day next preceding any mandatory redemption date, the Council may (i) deliver to the Trustee for cancellation Series 2020 Bonds of a maturity subject to mandatory redemption in part on such redemption date, in any aggregate principal amount desired, or (ii) receive a credit in respect of its mandatory redemption obligation for any Series 2020 Bonds of a maturity subject to mandatory redemption in part on such redemption date, which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the Council and cancelled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Each such Series 2020 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such respective mandatory redemption obligations in chronological order, and the principal amount of such Series 2020 Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

**Section 5. Book-Entry System; Recording and Transfer of Ownership of Series 2020 Bonds.** If the Series 2020 Bonds are sold as publicly offered Bonds and at the direction of the City Manager, upon advice of the City's Financial Advisor, the Series 2020 Bonds will be available only in book-entry form in principal amounts of \$5,000 or any integral multiple thereof. In such case, the Depository Trust Company, New York, New York ("**DTC**"), will act as securities depository for the Series 2020 Bonds, and the ownership of one fully registered Series 2020 Bond for each maturity, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Series 2020 Bonds, references in this Supplemental Ordinance to the Bondholders or registered owners of the Series 2020 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners. The City, the Trustee, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2020 Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Series 2020 Bonds, giving any notice permitted or required to be given to Bondholders under the Ordinance, registering the transfer of Series 2020 Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Trustee, the Registrar and the Paying Agent shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Series 2020 Bonds under or through DTC or any DTC Participant, or any other person which is not shown on the registration books kept by the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment by DTC or any DTC Participant of any amount in respect of the principal of or interest or premium, if any, on the Series 2020 Bonds; any notice which is permitted or required to be given to Bondholders thereunder or under the conditions to transfers or exchanges adopted by the City or the Trustee; or any consent given or other action taken by DTC as a Bondholder.

While the book-entry system is used for the Series 2020 Bonds, the Trustee will give any notice of redemption or any other notice required to be given to holders of the Series 2020 Bonds only to DTC.

Neither the City, the Trustee, the Registrar nor the Paying Agent will have any responsibility or obligation to such DTC Participants, or the persons for whom they act as nominees, with respect to payments actually made to DTC or its nominee, Cede & Co., as registered owner of the Series 2020 Bonds in book-entry form, or with respect to the providing of notice for the DTC Participants, the Indirect Participants, or the Beneficial Owners of the Series 2020 Bonds in book-entry form.

For every transfer and exchange of a beneficial ownership interest in the Series 2020 Bonds, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. If for any such reason the system of book-entry-only transfers through DTC is discontinued, Series 2020 Bond certificates will be delivered in fully registered form in denominations of \$5,000 or any integral multiple thereof in the names of Beneficial Owners or DTC Participants; provided, however, that in the case of any such discontinuance the City may within 90 days thereafter appoint a substitute securities depository which, in the City's opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms.

In the event the book-entry system is discontinued, the persons to whom Series 2020 Bond certificates are delivered will be treated as "Bondholders" for all purposes of the Ordinance, including the giving to the City or the Trustee of any notice, consent, request or demand pursuant to the Ordinance for any purpose whatsoever. In such event, the Series 2020 Bonds will be transferable to such Bondholders, interest on the Series 2020 Bonds will be payable as provided in Section 3(c) hereof.

**Section 6. 2020 Construction Fund.**

(a) There is hereby created and established the 2020 Construction Fund to be held by a Custodian selected by the City. The Trustee may serve in this capacity if determined by the City.

(b) Withdrawals from the 2020 Construction Funds shall be made only upon written certificate of an Authorized Representative. Except as set forth in paragraph (e) below, the City hereby authorizes the Trustee to disburse the moneys in the 2020 Construction Fund to the persons entitled

thereto in accordance with instructions of an Authorized Representative in the form referred to below, only for the purpose of paying Project Costs and Costs of Issuance.

(c) Payments made from the 2020 Construction Fund shall be made by the Trustee only upon receipt of the certificate below described:

1. A requisition signed by an Authorized Representative stating, with respect to each payment:

(i) the amount to be paid;

(ii) the nature and purpose of the obligation for which the payment is requested;

(iii) the person to whom the obligation is owed or to whom a reimbursable advance has been made;

(iv) that the obligation has been properly incurred and is a proper charge against the 2020 Construction Fund and has not been the basis of any previous withdrawal;

(v) that it has not received notice of any mechanic's, materialmen's or other liens or right to liens or other obligations (other than those being contested in good faith) which should be satisfied or discharged before payment of the obligation is made; and

(vi) that the payment does not include any amount which is then entitled to be retained under any holdbacks or retainages provided for in any agreement.

2. With respect to any requisition for payment for work, materials, or supplies, a certificate signed by an Authorized Representative certifying that, insofar as the obligation was incurred for work, materials, or supplies in connection with the acquisition, construction, or installation of the Project, the work was actually performed in a satisfactory manner, and the materials or supplies were actually used in or for the acquisition, construction, or installation or delivered to the Project for that purpose in accordance with the approved plans and specifications; and

3. Copies of all bills, invoices, or statements for all expenses for which the disbursement is requested.

(d) In making any payment from the 2020 Construction Fund, the Trustee may rely on directions, requisitions, and certifications delivered to it pursuant to this **Section 6**, and the Trustee shall not have any liability with respect to making payments in accordance with directions, requisitions, and certifications or any liability with respect to the proper application hereof by the City. The Trustee shall be liable only for its own negligent and willful misconduct. Any requisition made from the 2020 Construction Fund shall be in substantially the form attached hereto as **Exhibit B**.

(e) Promptly after the Completion Date, the Trustee shall transfer any moneys held in the 2020 Construction Fund and not needed to pay Project Costs or Costs of Issuance as set forth in a certificate of an Authorized Representative to the Debt Service Fund and such funds shall be used only to (i) pay the principal of, premium, if any, and interest on the Series 2020 Bonds; (ii) acquire outstanding Series 2020 Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof; or (iii)

be applied to other lawful purposes as permitted under the Enabling Act, provided an opinion of Bond Counsel is provided to the Trustee that such disposition will not jeopardize the tax-exemption of interest on the Series 2020 Bonds.

**Section 7. Establishment of Completion Date.** The Completion Date shall be evidenced to the Trustee by a certificate signed by an Authorized Representative stating that except for amounts retained for Project Costs incurred but not then due and payable, the Project has been completed in accordance with the approved plans and specifications therefor and all labor, services, materials, and supplies used in construction and improvement have been paid for, all other facilities necessary in connection with the Project have been constructed, acquired, and installed in accordance with the specifications therefor, and all costs and expenses incurred in connection therewith have been paid, and any other approvals or permits required by any government authority, for the use of the Project for its intended purposes have been obtained, including but not limited to, certificates that the construction and intended use of the Project are in compliance with all applicable zoning and building codes. Notwithstanding the foregoing, the certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of the certificate or which may subsequently come into being. It is the duty of the City to cause the certificate contemplated by this **Section 7** to be furnished as soon as the Project shall have been completed.

**Section 8. Use and Disposition of Series 2020 Bond Proceeds.** Upon the delivery of the Series 2020 Bonds and receipt of the proceeds thereof, such proceeds shall be deposited into the 2020 Construction Fund with U.S. Bank, National Association to be utilized to pay Project Costs and Costs of Issuance of the Series 2020 Bonds. Such proceeds shall be invested at the direction of the City in investments authorized for political subdivisions under State law.

**Section 9. Certain Findings and Determinations.** The City finds and determines:

(a) This Third Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of the quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The Series 2020 Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the Ordinance.

(c) The Pledged Fee Revenues pledged under the Ordinance are not encumbered by any lien or charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the General Bond Ordinance, as amended and supplemented, providing for payment and security of the Bonds.

(d) As of the date hereof, the Series 2011 Bonds and the Series 2012 Bond constitute the only Outstanding obligations of the City secured by the Pledged Fee Revenues, and the Series 2020 Bonds have been authorized to be issued pursuant to the Ordinance and this Third Supplemental Ordinance.

(e) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute an Event of Default under the Ordinance.

(f) The Series 2020 Bonds are being issued to defray the Project Costs and to pay Costs of Issuance related thereto.

(g) There is no Debt Service Reserve Requirement for the Series 2020 Bonds. The 2011 Debt Service Reserve Fund Requirement for the Series 2011 Bonds has been met.

(h) An estimate of the Project Costs is \$37,000,000.

**Section 10. Continuing Disclosure.**

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the City has covenanted to file with a central repository for availability in the secondary bond market, when requested, an annual independent audit, within 30 days of its receipt of the audit; and event specific information within 30 days of an event adversely affecting more than five (5%) percent of its revenue or tax base. The only remedy for failure by the City to comply with the covenant in this **Section 10(a)** shall be an action for specific performance of this covenant. The City specifically reserves the right to amend or repeal this covenant to reflect any change in or repeal of Section 11-1-85, without the consent of any Bondholder.

(b) In addition, if the Series 2020 Bonds are sold as publicly offered Bonds, the City hereby covenants and agrees for the benefit of the Holders of the Series 2020 Bonds that it will execute and deliver a Continuing Disclosure Undertaking to the Purchaser on the date of delivery of the Series 2020 Bonds in the form approved by the City Manager, and that it will comply with and carry out all of the provisions of such Continuing Disclosure Undertaking. Notwithstanding any other provision of this Supplemental Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default under the Ordinance; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this paragraph.

Failure to comply with either paragraph (a) or (b) of this **Section 10** shall not constitute an Event of Default hereunder or under the Series 2020 Bonds.

**Section 11. Award of Series 2020 Bonds; Official Statement.**

(a) The Series 2020 Bonds are authorized to be sold to the Purchaser pursuant to the Commitment Letter, the form of which is to be approved by the City Manager. The City Manager is authorized to execute the Commitment Letter on behalf of the City provided the terms thereof are consistent herewith.

(b) If the Series 2020 Bonds are to be sold as publicly offered Bonds, the provisions of this **Section 11(b)** will apply. In such event, the Council hereby authorizes the use and distribution of the Preliminary Official Statement of the City relating to the Series 2020 Bonds, with any modification as the City Manager approves, in connection with the sale of the Series 2020 Bonds, and hereby authorizes the City Manager to deem it final within the meaning of S.E.C. Rule 15(c)(2)-12; the Council further authorizes the preparation and distribution of the final Official Statement following the sale of the Series 2020 Bonds. The City Manager is hereby authorized and directed to execute copies of the Official Statement and deliver them to the Purchaser. The City hereby authorizes the use of the Official Statement and the information contained therein in connection with the public offering and sale of the Series 2020 Bonds by the Purchaser.

(c) A copy of this Third Supplemental Ordinance shall be filed with the minutes of this meeting.

(d) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the Ordinance and to perform all other actions as they shall consider necessary or advisable in connection with the issuance, sale, and delivery of the Series 2020 Bonds.

**Section 12. Tax Exemption of Series 2020 Bonds.**

(a) The Series 2020 Bonds and the interest thereon shall be exempt from all State, county, municipal, school district, and all other taxes or assessments in the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

(b) The City shall not take any action or permit or suffer any action to be taken if the result would be to cause the Series 2020 Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(c) The City shall not take, or permit or suffer to be taken, any action with respect to the gross proceeds of the Series 2020 Bonds which would cause the Series 2020 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) Notwithstanding anything in this Ordinance to the contrary, the City, upon the advice of its Financial Advisor, may issue all or a portion of the Series 2020 Bonds as federally taxable bonds.

**Section 13. Interested Parties.** Nothing in the Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee and the Registered Holders of the Series 2020 Bonds, any right, remedy or claim under or by reason of the Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Registered Holders of the Series 2020 Bonds.

**Section 14. Additional Provisions.** As supplemented herein, the General Bond Ordinance remains in full force and effect and shall govern the issuance of the Series 2020 Bonds.

**Section 15. Additional Documents.** The Mayor, the City Manager, the City Attorney, the Director of the Office of Management and Budget and the City Clerk, acting jointly or individually, are each fully authorized and empowered to take any further action and to execute and deliver any closing documents or agreements as may be necessary and proper to effect the issuance and delivery of the Series 2020 Bonds in accordance with the terms and conditions herein set forth, and the action of the officers or any one or more of them in executing and delivering any documents or agreements, in the form as he, she, or they shall approve, is hereby fully authorized.

**Section 16. Section Headings; Table of Contents.** The headings and titles of the several sections hereof, and any Table of Contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Third Supplemental Ordinance.

**Section 17.**    **Notices.**

(a) All notices, certificates, or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows:

If to the City:

City of Greenville  
206 South Main Street, 10<sup>th</sup> Floor (29601)  
P.O. Box 2207 (29602)  
Greenville, South Carolina  
Attention: Director of the Office of Management and Budget

If to the Trustee:

U.S. Bank National Association  
1441 Main Street, Suite 775  
Mail Code: EX-SC-WMSC  
Columbia, South Carolina 29201  
Attention: Corporate Trust Services

(b) The City and the Trustee may, by written notice given to the other party, designate any further or different addresses to which subsequent notice, certificates, or other communications shall be sent.

**Section 18.**    **Effective Date.** This Third Supplemental Ordinance shall become effective immediately upon its enactment.

[Signature page follows]

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

First Reading:        March 9, 2020  
Second Reading:     March 23, 2020

**EXHIBIT A**

**FORM OF BOND**

**UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
CITY OF GREENVILLE  
HOSPITALITY TAX REVENUE BOND  
SERIES 2020**

NO. R-1 \$ \_\_\_\_\_

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>[CUSIP]</u>
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REGISTERED HOLDER: \_\_\_\_\_

PRINCIPAL SUM: \_\_\_\_\_ and no/100 Dollars

**KNOW ALL MEN BY THESE PRESENTS**, that the City of Greenville, South Carolina (the “*City*”), a body politic and corporate and a municipal corporation organized and existing under the laws of the State of South Carolina (the “*State*”), is justly indebted, and, for value received, hereby promises to pay, but only from the Pledged Fee Revenues (as defined in the Ordinance as hereinafter defined) pledged to the payment hereof, to the Registered Holder, or registered assigns, hereof on the Maturity Date set forth above, the Principal Sum set forth above subject to the principal maturity schedule set forth below (unless this bond be subject to redemption and shall have been duly called for previous redemption and payment of the redemption price made or provided for), and to pay interest on the Principal Sum from the date hereof or from the April 1 or October 1 next preceding the date of authentication to which interest shall have been paid, unless the date of authentication is an April 1 or October 1 to which interest shall have been paid, in which case from that date, interest being payable to the maturity hereof on April 1 and October 1 of each year (those dates being hereinafter referred to as the “*Interest Payment Dates*”), commencing October 1, 2020, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months), until payment of the Principal Sum.

Principal of this Bond is payable on April 1 in each of the years and in the amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------	-------------	-------------------------

The interest so payable and to be punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the "**Regular Record Date**"), mailed to the Registered Holder hereof by U.S. Bank National Association (the "**Trustee**") at his address as it appears on the registration books (the "**Books of Registry**") of the Trustee or at any other address as is furnished in writing by the Registered Holder to the Trustee; provided that payment to any Registered Holder of \$1,000,000 or more of the Series 2020 Bonds (as hereinafter defined) may be made by wire transfer to an account in the continental United States in accordance with written instructions filed thereto no later than the Regular Record Date. The principal of and premium, if any, of this bond, when due, shall be payable without presentation or surrender. Both the principal of and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF SECTION 6-1-760 UTILIZING THE PROCEDURES OF TITLE 6, CHAPTER 17 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE "**ENABLING STATUTE**"), AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY STATE CONSTITUTIONAL PROVISIONS (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE CONSTITUTION OF THE STATE OF SOUTH CAROLINA, 1895, AS AMENDED, AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES PERMITTED THEREIN) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND.

This bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate, transfer or certain franchise taxes.

It is hereby certified and recited that all acts, conditions, and things required by the Constitution and Laws of the State to exist, to happen, and to be performed precedent to or in the issuance of this bond exist, have happened, and have been done and performed in regular and due time, form, and manner, and that the amount of this bond does not exceed any constitutional or statutory limitation thereon.

This bond shall not be entitled to any benefit under the Ordinance (as hereinafter defined) or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the signature of an authorized officer of the Trustee as Bond Registrar.

This bond is in the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "**Series 2020 Bonds**") and is issued pursuant to a General Bond Ordinance enacted by the City Council of the City on January 14, 2011, and a Third Supplemental Ordinance enacted by the City Council of the City on \_\_\_\_\_, 2020 (collectively, the "**Ordinance**"), and under and in full compliance with the Constitution and Statutes of the State, including particularly Article X, Section 14, Paragraph 10 of the Constitution of the State of South Carolina, 1895, as amended, and the Enabling Statute, to obtain

funds to (i) defray the Project Costs and (ii) pay Costs of Issuance related thereto (all as defined in the Ordinance).

[The Series 2020 Bond is issuable only as a single fully registered bond in the principal amount of \$\_\_\_\_\_.]

[The Series 2020 Bonds shall be subject to redemption prior to maturity, at the option of the City Council, \_\_\_\_\_, at the redemption price of \_\_\_\_\_, together, in each case, with the interest accrued on the principal amount to the date fixed for redemption.]

[The Series 2020 Bonds maturing on April 1, \_\_\_\_\_, are also subject to mandatory sinking fund redemption, prior to maturity, at par plus accrued interest to the redemption date on April 1, \_\_\_\_\_, and each April 1 thereafter, to and including April 1, \_\_\_\_\_, in the following principal amounts on the dates specified below:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

\_\_\_\_\_  
\*Final maturity.

The Series 2020 Bonds to be redeemed in compliance with the mandatory redemption requirements shall be selected by lot by the Trustee.]

In the event any portion or all of the Series 2020 Bonds shall be called for redemption, notice of redemption shall be given by first-class mail, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to the Registered Holder of the Series 2020 Bond to be redeemed in whole or in part at the address shown on the Books of Registry. Interest on the Series 2020 Bonds or portion thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the City defaults in making due provisions for the payment of the redemption price thereof.

All principal, interest, or other amounts due hereunder shall be payable only to the Registered Holder hereof. The City designates the Trustee as the Bond Registrar and directs the Trustee as Bond Registrar to maintain the Books of Registry for the registration or transfer of this bond. This bond may not be transferred except by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee as Bond Registrar duly executed by the Registered Holder of this bond or his duly authorized attorney. Any purported assignment in contravention of the foregoing requirements shall be, as to the City, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of and interest on this bond shall be made only to or upon the order of the Registered Holder or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the City upon this bond to the extent of the sum or sums paid. No person other than the Registered Holder shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this

bond against the City. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Holder) other than the City, as in the case where the Registered Holder is a trustee or nominee for two or more beneficial owners of an interest in this bond.

Neither the City nor the Trustee, as Bond Registrar, shall be required (a) to exchange or transfer the Series 2020 Bonds (i) from the Regular Record Date to the next succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following any selection of the Series 2020 Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption or (b) to transfer the Series 2020 Bonds called for redemption.

The principal of, premium, if any, and interest on the Series 2020 Bonds are payable solely from the Pledged Fee Revenues (as defined in the Ordinance). The pledge of and lien on the Pledged Fee Revenues made to secure the payment of the Series 2020 Bonds have priority over all other pledges of and liens on the Pledged Fee Revenues except the pledge and lien in favor of Bonds (as defined in the Ordinance) issued or to be issued under the Ordinance on a parity with the Series 2020 Bonds.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on the Series 2020 Bonds against the several funds of the City, except in the manner and to the extent provided in the Ordinance, nor shall the credit or taxing power of the City be deemed to be pledged to the payment of the Series 2020 Bonds. The Series 2020 Bonds shall not be a charge, lien, or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts, or revenues of the City, other than the Pledged Fee Revenues that have been pledged to the payment thereof, and this bond is payable solely from the Pledged Fee Revenues pledged to the payment thereof, and the City is not obligated to pay the same except from the Pledged Fee Revenues.

Whenever the terms of this bond require any action be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State or in any state where the corporate trust office of the Trustee is located, the action shall be taken on the first business day occurring thereafter.

The Ordinance contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the City made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the Registered Holder of this bond. Reference is hereby made to the Ordinance, to all the provisions of which any Registered Holder of this bond by the acceptance hereof thereby assents.

**IN WITNESS WHEREOF, THE CITY OF GREENVILLE, SOUTH CAROLINA**, has caused this bond to be signed in its name by the City Manager and attested by the City Clerk, under the Seal of the City, impressed or reproduced hereon.

**CITY OF GREENVILLE, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION**

This Bond is the Bond designated herein and issued under the provisions of the within-mentioned Ordinance.

**U.S. BANK NATIONAL ASSOCIATION  
as Bond Registrar**

\_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants in entireties  
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_  
(Cust)

Custodian \_\_\_\_\_  
(Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
(Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of the CITY OF GREENVILLE, SOUTH CAROLINA, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agent Medallion Program ("**STAMP**") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT B**

**FORM OF REQUISITION**

**§ \_\_\_\_\_**  
**City of Greenville, South Carolina**  
**Hospitality Tax Revenue Bonds**  
**Series 2020**

Requisition No.: \_\_\_\_\_

Total Requisition Amount: \$ \_\_\_\_\_

With regard to the General Bond Ordinance enacted on January 14, 2011, and the Third Supplemental Ordinance enacted on \_\_\_\_\_, 2020, (collectively, the **“Bond Ordinance”**) by the City Council of the City of Greenville, South Carolina (the **“City”**), authorizing the issuance of \$ \_\_\_\_\_ Hospitality Tax Revenue Bonds, Series 2020, of the City, the following information is submitted with respect to the Project Costs or the Costs of Issuance (as defined in the Bond Ordinance):

(a) The amount to be paid: \$ \_\_\_\_\_.

(b) The nature or purpose of the obligation for which this payment is requested is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(c) The name and address of the person, firm or corporation to whom such obligation is owed or to whom a reimbursable advance has been made and the manner of payment of such obligation or reimbursable advance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(d) This obligation has been properly incurred and is a proper charge against the 2020 Construction Fund and has not been the basis of any previous withdrawal.

(e) The City has not received notice of any mechanic’s, materialmen’s or other liens or right to liens or other obligations (other than those being contested in good faith) which should be satisfied or discharged before payment of such obligation is made.

(f) This payment does not include any amount which is currently entitled to be retained under any holdbacks or retainages provided for in any agreement.

With respect to a Project Cost, this obligation was incurred for work, material or supplies in connection with the acquisition, construction or installation of the Project (as defined in the Bond Ordinance); and such work was actually performed in a satisfactory manner and such materials or supplies were actually used in or for such acquisition, construction or installation or delivered to the Project for that purpose in accordance with the approved plans and specifications.

Attached is the written bill, invoice or statement for all expenses for which the disbursement is requested from the party providing the items or services for which payment is to be made.

**CITY OF GREENVILLE, SOUTH CAROLINA**

By: \_\_\_\_\_  
Authorized Representative

Dated: \_\_\_\_\_





# REQUEST FOR COUNCIL ACTION

## City of Greenville, South Carolina

Agenda Item No.

15g

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading    Ordinance/Second & Final Reading    Resolution/First & Final Reading    Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE TO APPROPRIATE \$160,000 IN THE MISCELLANEOUS GRANTS FUND FOR REIMBURSEMENT FROM THE UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION FOR THE UPGRADE AND USE OF THE POLICE FIRING RANGE FACILITIES LOCATED ON MAULDIN ROAD

**SUMMARY BACKGROUND:**

In late 2019, City Council approved an agreement with Federal Bureau of Investigation (FBI) for the reimbursement for upgrades at the Mauldin Road police firing range, to include replacement of its existing firing range target system. The FBI will reimburse the City up to \$160,000 for the cost of these upgrades in exchange for its ability to use the facility for 20 years following the completion of the facility improvements.

**IMPACT IF DENIED:**

The Police Department will not be able to replace its firing range target system, which is in end-of-life condition, without the commitment of a different source of funding.

**FINANCIAL IMPACT**

The Federal Bureau of Investigation will reimburse the City up to \$160,000 toward the cost of the upgrades at the firing range facility.

### REQUIRED SIGNATURES

**Department Director** DocuSigned by:  
*Howie Thompson*  
EDD8600A95F84FA...  
DocuSigned by:

**OMB Director** DocuSigned by:  
*Kari Nelson*  
41A49000329242C...

**City Attorney** DocuSigned by:  
*Michael Pitts*  
5E0F2A267E2D413...  
DocuSigned by:

**City Manager** DocuSigned by:  
*John McDonough*  
FDC2AC15040F440...

A N O R D I N A N C E

TO APPROPRIATE \$160,000 IN THE MISCELLANEOUS GRANTS FUND FOR REIMBURSEMENT FROM THE UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION FOR THE UPGRADE AND USE OF THE POLICE FIRING RANGE FACILITIES LOCATED ON MAULDIN ROAD

WHEREAS, the Greenville Police Department is in need of replacing its firing range target system; and

WHEREAS, additional site work is needed to accommodate a new target system; and

WHEREAS, the United States Department of Justice Federal Bureau of Investigation has routinely used the range facility for training its agents for more than two decades; and

WHEREAS, the United States Department of Justice Federal Bureau of Investigation wishes to continue using the Police Department firing range facility for a period of an additional twenty years; and

WHEREAS, the United States Department of Justice Federal Bureau of Investigation is willing to reimburse the City for expenses associated with its target system replacement up to an amount of \$160,000; and

WHEREAS, City Council approved the agreement with the United States Department of Justice Federal Bureau of Investigation in late 2019;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of \$160,000 is appropriated in the Miscellaneous Grants Fund for the purpose of upgrading the firing range target system as reflected in the attached Exhibit. This Ordinance shall become effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

EXHIBIT

BUDGET AMENDMENT					
BUDGET	Miscellaneous Grants Fund		REQUESTED BY		
FISCAL YEAR	2019-20		DATE		
<b>INCREASE</b>			<b>DECREASE</b>		
<u>Description</u>			<u>Description</u>		
<b>Miscellaneous Grants Fund</b>					
Federal Revenue (REV)		160,000			
Equipment (EXP)		128,000			
Contingency (EXP)		32,000			
Explanation: To appropriate funding for an upgrade of the Police Firing Range Facilities on Mauldin Road.					
DATE			APPROVED BY		
			City Council/City Manager Camilla Pitman/City Clerk		
FOR OMB POSTING PURPOSES ONLY					
<b>Budget Adjustments</b>		Increase (Decrease) Amount	<b>Journal Entry</b>		
<u>Project Code</u>	<u>Account</u>		<u>Project Code</u>	<u>Account</u>	<u>Amount</u>
PS3458	128-0000-331.10-06				
PS3458	128-4030-422.63-03				
PS3458	128-4030-422.48-99				
Total		-	Total		-
Prepared By					
Posted By					
Date			Number		



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

Agenda Item No.

15h

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading    Ordinance/Second & Final Reading    Resolution/First & Final Reading    Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE TO APPROVE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF GREENVILLE AND THE GREENVILLE HOUSING FUND FOR AFFORDABLE HOUSING INITIATIVES AND SERVICES

**SUMMARY BACKGROUND:**

The city of Greenville entered into an agreement with the Greenville Housing Fund, a wholly owned subsidiary of CommunityWorks, dated September 10, 2018, (the "Operating Agreement") to provide \$1,944,000 in funding to support the establishment of the organization and provide for various uses including equity investments in the construction and rehabilitation of existing affordable housing and the acquisition of property for affordable housing development. The Operating Agreement also provided for the establishment of an escrow account into which city contributions would be deposited and disbursed according to a process agreed to by all parties. The Operating Agreement was amended on February 11, 2019, to include a second contribution in the amount of \$1,500,000 to be used for the same purposes as stated above.

To date, the Greenville Housing Fund has expended \$2,110,174 from the escrow account and committed \$2,218,375 in funding. Since the Operating Agreement was executed, city staff has closely monitored the types of projects funded and the manner in which those funds are disbursed to ensure that funding is used for the intended purpose. City staff reviewed the annual audit from CommunityWorks and determined that city monies are being expended in a manner consistent with the agreement and that appropriate internal controls are in place to monitor compliance. City staff recommends that the Operating Agreement be amended to include the \$1,000,000 appropriated in the fiscal year 2019-2020 City General Fund Budget, that the escrow account be closed, that funds be maintained by the Greenville Housing Fund and CommunityWorks in a separate interest-bearing account, that monthly bank statements be submitted to the City and that the existing disbursement review and approval process be maintained.

**IMPACT IF DENIED:**

The Agreement between the City of Greenville and the Greenville Housing Fund will not be amended.

**FINANCIAL IMPACT:**

Appropriation was approved in the 2019-2020 City General Fund Budget.

#### REQUIRED SIGNATURES

**Department Director** Ginny Stroud  
DocuSigned by: FE9DC7E5A9C7477...

**OMB Director** Kari Nelson  
DocuSigned by: 41A49000329242C...

**City Attorney** Michael Pitts  
DocuSigned by: 5E0F2A267E2D413...

**City Manager** John F. McDonough  
DocuSigned by: FDC2AC15040F440...

## A N O R D I N A N C E

TO APPROVE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE CITY OF GREENVILLE AND THE GREENVILLE HOUSING FUND FOR  
AFFORDABLE HOUSING INITIATIVES AND SERVICES

WHEREAS, the city of Greenville entered into an agreement with the Greenville Housing Fund, a wholly owned subsidiary of CommunityWorks, dated September 10, 2018, (the "Operating Agreement") to provide \$1,944,000 in funding to support the establishment of the organization and provide for various uses including equity investments in the construction and rehabilitation of existing affordable housing and the acquisition of property for affordable housing development; and

WHEREAS, since the Greenville Housing Fund was a new start-up entity, the Operating Agreement also provided for the establishment of an escrow account into which city contributions would be deposited and disbursed according to a process agreed to by all parties; and

WHEREAS, the Operating Agreement was amended on February 11, 2019, to include a second contribution into the Greenville Housing Fund in the amount of \$1,500,000 to be used for the same purposes as stated above; and

WHEREAS, to date, the Greenville Housing Fund has expended \$2,110,174 from the escrow account and committed \$2,218,375 in funding; and

WHEREAS, since the Operating Agreement was executed, city staff has closely monitored the types of projects funded and the manner in which those funds are disbursed to ensure that funding is used for the intended purpose; and

WHEREAS, city staff reviewed the annual audit from CommunityWorks and determined that city monies are being expended in a manner consistent with the agreement and that appropriate internal controls are in place to monitor compliance; and

WHEREAS, city staff recommends that the Operating Agreement be amended to include \$1,000,000 appropriated in the fiscal year 2019-2020 City General Fund Budget; and

WHEREAS, city staff further recommends that the escrow account be closed and that funds be maintained by Greenville Housing Fund and CommunityWorks in a separate interest-bearing account, that monthly bank statements be submitted to the City and that the existing disbursement review and approval process be maintained;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council hereby approves the Second Amendment to Agreement for Affordable Housing Initiatives and Services in substantially the same form as Attachment 1, which is attached hereto and incorporated herein. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

ATTACHMENT 1

STATE OF SOUTH CAROLINA	)	SECOND AMENDMENT TO AGREEMENT
	)	FOR AFFORDABLE HOUSING
	)	INITIATIVES AND SERVICES
COUNTY OF GREENVILLE	)	

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Greenville, a duly constituted body politic of the State of South Carolina, with its principal offices located at 206 South Main Street, Greenville, South Carolina, 29601, hereinafter referred to as "CITY", and Greenville Housing Fund, LLC, hereinafter referred to as the "FUND".

In consideration of the mutual promises, covenants, and agreements stated here and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged by each of the parties and by consent of all of the parties, that certain contract entitled "AGREEMENT FOR AFFORDABLE HOUSING INITIATIVES AND SERVICES" dated September 10, 2018, as amended by the First Amendment dated February 11, 2019, shall be and is hereby amended, modified and altered, in the following respects only:

**Delete Section V(a) in its entirety and replace with the following:**

**V(a)** It is expressly agreed and understood that in no event will the sum to be paid by the CITY exceed the maximum of Four Million Four Hundred Forty-Four Thousand and 00/00 Dollars (\$4,444,000) in funding in accordance with the uses of funds set forth above in Section II(c).

**Delete Section V(c) in its entirety and replace with the following:**

**V(c)** Any funds remaining in that separate escrow account with Wyche P.A. established pursuant to the terms of the initial Agreement dated September 10, 2018, shall be transferred to CommunityWorks for the sole benefit of the FUND to be held in a separate interest-bearing account hereinafter referred to as the "Account". The additional funding referenced in section V(a), representing an amount that is \$1,000,000 greater than the First Amendment, shall be paid to CommunityWorks for the sole benefit of the FUND and held in the Account. Monthly bank statements in connection with the Account shall be provided to the City of Greenville's Community Development Manager and to the Director of the Office of Management and Budget as long as funding remains in the Account. CommunityWorks, on behalf of the FUND, shall make draw requests from the Account from time to time using the form attached hereto and made a part hereof as Exhibit A. Each draw request shall describe the specific project for which the money will be used in reasonable detail. The City will respond to each such draw request within five (5) business days, excluding the date of receipt. If the City does not respond in said timeframe, the draw request shall be deemed approved.

In all other respects, the Agreement remains unchanged and, as modified here, shall continue in full force and effect. The Agreement, as amended, is hereby adopted, ratified, and confirmed by the Parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year first above written.

WITNESSES:

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

WITNESSES:

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

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

**CITY OF GREENVILLE**

BY: \_\_\_\_\_  
John McDonough  
ITS: City Manager

**GREENVILLE HOUSING FUND LLC**

BY: \_\_\_\_\_  
F. Bogue Wallin  
ITS: Chairman

**COMMUNITYWORKS**

BY: \_\_\_\_\_  
Jennifer Derryberry  
ITS: CFO

Approved as to Form:

\_\_\_\_\_  
Legal

Reviewed:

\_\_\_\_\_  
Community Development

Reviewed:

\_\_\_\_\_  
OMB Director

Reviewed:

\_\_\_\_\_  
Risk Manager

Received:

\_\_\_\_\_  
Purchasing Administrator

**EXHIBIT A**

**Disbursement Request**

To City of Greenville

Re: Agreement for Affordable Housing Initiatives and Services

Dear \_\_\_\_\_:

This is a request for disbursement of funds pursuant to the Agreement referenced above.

CommunityWorks, on behalf of the Greenville Housing Fund ("GHF") hereby requests disbursement of \$ \_\_\_\_\_ for the project described below:

Name of Project:  
Address:

Description of Project:  
(including number of housing units and distribution of affordability  
quintiles)

Anticipated Schedule for Commencement  
and Completion of Project:

We understand that you will either respond with specific objections or requests for additional information on or before \_\_\_\_\_, 20\_\_\_\_ (five (5) business, excluding date of receipt). Otherwise, funds may be disbursed by CommunityWorks to GHF.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Copy: GHF

CommunityWorks

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

Approved by City of Greenville

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



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

Agenda Item No.

15i

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading    Ordinance/Second & Final Reading    Resolution/First & Final Reading    Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE TO IMPOSE A TEMPORARY MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR PERMITS, LICENSES, CERTIFICATES OF APPROPRIATENESS, AND OTHER APPROVALS FOR AN EATING ESTABLISHMENT OR BREWERY, OR FOR A DEVELOPMENT WHICH INCLUDES SUCH USE, IN CERTAIN AREAS ADJACENT TO UNITY PARK WHICH WERE NOT REZONED AS PART OF THE ADOPTION OF THE UNITY PARK NEIGHBORHOOD DISTRICT CODE

**SUMMARY BACKGROUND:**

At the January 13, 2020, Formal Meeting, Council referred the matter of rezoning certain parcels of real property adjacent to Unity Park ("Study Area") from OD, C2, or RDV to UPND to Planning Commission for further study and recommendation. It is anticipated that the Planning Commission will make a recommendation at its April 16, 2020, meeting.

The purpose of the moratorium is to allow time for additional study of the compatibility of uses allowed under the current regulations for the Study Area with surrounding land uses before the City determines what, if any, additional regulation is warranted for restaurants, artisan production establishments, and light manufacturing uses in the Study Area, particularly where those uses may include the sale or manufacture of alcoholic beverages.

The Ordinance would place a sixty-five (65) day moratorium on restaurants, artisan production establishments, and light manufacturing uses, and developments which include such uses, within the Study Area.

**IMPACT IF DENIED:**

If denied, restaurants, artisan production establishments, and light manufacturing uses would continue to be allowed within the Study Area as currently provided by ordinance.

**FINANCIAL IMPACT:**

None.

#### REQUIRED SIGNATURES

**Department Director** DocuSigned by:  
*Ginny Stroud*  
FE9DC7E5A9C7477...

**OMB Director** \_\_\_\_\_

**City Attorney** DocuSigned by:  
*Michael Pitts*  
5E0F2A267E2D413...

**City Manager** DocuSigned by:  
*John F. McDonough*  
FDC2AC15040F440...

A N O R D I N A N C E

TO IMPOSE A TEMPORARY MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR PERMITS, LICENSES, CERTIFICATES OF APPROPRIATENESS, AND OTHER APPROVALS FOR AN EATING ESTABLISHMENT OR BREWERY, OR FOR A DEVELOPMENT WHICH INCLUDES SUCH USE, IN CERTAIN AREAS ADJACENT TO UNITY PARK WHICH WERE NOT REZONED AS PART OF THE ADOPTION OF THE UNITY PARK NEIGHBORHOOD DISTRICT CODE

WHEREAS, the City of Greenville (“City”) Code of Ordinances contains regulations for the sale of alcohol, and the establishment of restaurants, artisan production establishments, and light manufacturing uses; and

WHEREAS, under the regulations for areas zoned OD, RDV, and C-2, eating establishments are either permitted, conditional uses, or special exceptions, with the exception of drive-through restaurants which are not permitted in OD or RDV; and

WHEREAS, artisan production establishments and light manufacturing are permitted or conditional uses in areas zoned RDV; and

WHEREAS, the sale or manufacture of alcoholic beverages may be allowed within the OD, RDV, and C-2 use classifications; and

WHEREAS, certain areas adjacent to Unity Park (“Study Area”), more particularly described in Exhibit A attached hereto and made a part hereof, are zoned OD, RDV, or C-2; and

WHEREAS, since properties within the Study Area were classified as OD, RDV, or C-2, the character and use of the surrounding area has changed, due in part to the development of Unity Park and the growth and enhancement of the surrounding community; and

WHEREAS, City Council desires to promote the health and general welfare of the City’s citizens, and encourage the most appropriate use of land within the City; and

WHEREAS, City Council is concerned that the current permitting requirements and zoning regulations for the Study Area may not adequately address the impact restaurants, artisan production establishments, and light manufacturing uses may have on the surrounding area, particularly where those uses may include the sale or manufacture of alcoholic beverages; and

WHEREAS, additional study of the compatibility of uses allowed under the current regulations for the Study Area with surrounding land uses is necessary before the City determines what, if any, additional regulation is warranted for restaurants, artisan production establishments, and light manufacturing uses in the Study Area; and

WHEREAS, at the January 13, 2020, Formal Meeting of City Council, Council referred the matter of the rezoning of the Study Area from OD, RDV, and C-2 to UPND to the Planning Commission for further study and recommendation; and

WHEREAS, it is anticipated that the Planning Commission will make a recommendation to City Council regarding the appropriate zoning classification for the Study Area at Planning Commission’s April 16, 2020, meeting; and

WHEREAS, in order to preserve the status quo during the pendency of the review the land use regulation for the Study Area, City Council finds it necessary to temporarily limit the development or establishment of restaurants, artisan production establishments, and light manufacturing uses in the Study Area so as to provide time for City Council to closely study the aforementioned issues and adopt an appropriate zoning classification for the Study Area; and

WHEREAS, City Council desires to stress this moratorium is temporary in nature and that it does not anticipate that the uses subject to this Ordinance will be prohibited outright within the Study Area;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

Section 1: *Moratorium*. There is hereby imposed a temporary moratorium on the acceptance of new applications for permits, licenses, certificates of appropriateness, and/or other approvals for (a) restaurants, artisan production establishments, or light manufacturing uses within the Study Area; or (b) development(s) which include restaurants, artisan production establishments, or light manufacturing uses within the Study Area. This moratorium shall not apply to applications or uses that are vested in accordance with either S.C. Code Ann. § 6-29-1510, et seq., or Section 19-2.2.14 of the City’s Code of Ordinances. Any city ordinances, rules, regulations, or policies that are inconsistent or conflict with this Ordinance are hereby suspended as to such inconsistency or conflict while this Ordinance is in effect.

Section 2: *Effective Period for Moratorium*. The moratorium set forth in this Ordinance shall be in effect for a period of sixty-five (65) days from the effective date of this Ordinance. This provision regarding final adoption shall in no way adversely affect the enforceability, applicability, and legality of the pending ordinance status, which shall be fully effective upon first reading approval.

Section 3: *Severability*. Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

## EXHIBIT A

PIN	GIS_ACRES	SHEET	BLOCK	LOT	PLSTRING	Shape.STArea()	Shape.STLength()
0016000200100	1.34	001600	02	00100	16-2-1	58470.26526	982.9498642
0016000200300	0.45	001600	02	00300	16-2-3	19785.67737	701.6883225
0016000200400	0.18	001600	02	00400	16-2-4	8029.608887	395.1411594
0016000200401	0.16	001600	02	00401	16-2-4.1	6835.38916	376.8395335
0016000200500	0.39	001600	02	00500	16-2-5	16866.3634	680.7752451
0016000200600	0.32	001600	02	00600	16-2-6	14093.44421	516.1370713
0016000200601	0.09	001600	02	00601	16-2-6.1	3938.210327	279.2276871
0016000200602	0.09	001600	02	00602	16-2-6.2	3938.317505	279.2326747
0016000200700	0.5	001600	02	00700	16-2-7	21638.51453	719.4302666
0016000200800	1.38	001600	02	00800	16-2-8	60270.54834	1022.310414
0051000101000	2.53	005100	01	01000	51-1-10	110113.2828	1426.507789
0051000101900	9.91	005100	01	01900	51-1-19	431802.4398	2937.046934
0051000102600	0.05	005100	01	02600	51-1-26	2156.080322	231.1017056
0051000201000	0.17	005100	02	01000	51-2-10	7569.501099	384.7024196
0051000201100	0.16	005100	02	01100	51-2-11	6967.101807	377.5254251
0051000201200	0.15	005100	02	01200	51-2-12	6728.669189	374.1667517
0051000201300	0.14	005100	02	01300	51-2-13	6305.988647	362.9584943
0051000201400	0.14	005100	02	01400	51-2-14	6280.115967	355.3615817
0051000201700	0.42	005100	02	01700	51-2-17	18468.85303	547.3626829
0051000201701	0.26	005100	02	01701	51-2-17.1	11111.71484	440.4257447
0051000201702	0.04	005100	02	01702	51-2-17.2	1728.806274	199.9782945
0051000201703	0.03	005100	02	01703	51-2-17.3	1329.834351	189.668242
0051000201704	0.03	005100	02	01704	51-2-17.4	1329.347778	189.614247
0051000201705	0.03	005100	02	01705	51-2-17.5	1306.003418	188.972021
0051000201706	0.03	005100	02	01706	51-2-17.6	1324.186401	189.3992325
0051000201707	0.03	005100	02	01707	51-2-17.7	1297.470703	188.6818544
0051000201708	0.04	005100	02	01708	51-2-17.8	1722.200562	199.6071991
0051000201709	0.39	005100	02	01709	51-2-17.9	16986.81726	1425.250238
0051000200500	0.51	005100	02	00500	51-2-5	22278.70007	668.5778105
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0051000300100	1	005100	03	00100	51-3-1	43356.60352	949.4175228
0051000301500	0.33	005100	03	01500	51-3-15	14191.59387	483.4324162
0051000301600	0.17	005100	03	01600	51-3-16	7193.948486	432.283887
0052000500100	0.62	005200	05	00100	52-5-1	27060.51807	1827.950225
0052000500101	0.05	005200	05	00101	52-5-1.1	2182.337524	217.789265
0052000500110	0.04	005200	05	00110	52-5-1.10	1954.781982	200.0008005
0052000500111	0.03	005200	05	00111	52-5-1.11	1173.831055	178.6925745
0052000500112	0.04	005200	05	00112	52-5-1.12	1906.635132	198.6641536
0052000500113	0.03	005200	05	00113	52-5-1.13	1173.169189	178.6460818
0052000500114	0.04	005200	05	00114	52-5-1.14	1906.154541	198.6278192
0052000500115	0.03	005200	05	00115	52-5-1.15	1172.881226	178.6098737
0052000500116	0.04	005200	05	00116	52-5-1.16	1953.336304	199.8916233
0052000500117	0.05	005200	05	00117	52-5-1.17	2172.55835	216.2201015
0052000500118	0.03	005200	05	00118	52-5-1.18	1302.877197	194.859873
0052000500119	0.05	005200	05	00119	52-5-1.19	2117.176636	214.8598717
0052000500102	0.03	005200	05	00102	52-5-1.2	1318.474976	196.8095052
0052000500120	0.03	005200	05	00120	52-5-1.20	1302.876953	194.859873
0052000500121	0.05	005200	05	00121	52-5-1.21	2117.174316	214.8595791
0052000500122	0.03	005200	05	00122	52-5-1.22	1302.881592	194.8598166
0052000500123	0.05	005200	05	00123	52-5-1.23	2170.104858	216.1599424
0052000500103	0.05	005200	05	00103	52-5-1.3	2142.261719	216.7898441
0052000500104	0.03	005200	05	00104	52-5-1.4	1318.165894	196.7704413
0052000500105	0.05	005200	05	00105	52-5-1.5	2140.934082	216.730872
0052000500106	0.03	005200	05	00106	52-5-1.6	1318.686768	196.7520618
0052000500107	0.05	005200	05	00107	52-5-1.7	2185.390137	217.7911498
0052000500108	0.03	005200	05	00108	52-5-1.8	1317.542603	196.7068899
0052000500109	0.05	005200	05	00109	52-5-1.9	2184.711304	217.7477447
0055000200113	1.16	005500	02	00113	55-2-1.13	50708.88672	1001.100748
0055000200102	3.05	005500	02	00102	55-2-1.2	132937.104	1763.035146
0055000200104	0.41	005500	02	00104	55-2-1.4	17702.51331	560.6533683
0055000200105	5.72	005500	02	00105	55-2-1.5	249028.0529	2944.093349
0055000200109	3.9	005500	02	00109	55-2-1.9	169918.1345	1607.613143

0055000200300	1.1	005500 02	00300 55-2-3	47724.69482	912.5139615
0055000200500	2.3	005500 02	00500 55-2-5	100314.1735	1684.372805
0056000100100	0.24	005600 01	00100 56-1-1	10495.00842	439.4797589
0056000100101	0.1	005600 01	00101 56-1-1.1	4371.812622	264.5304045
0056000100102	0.45	005600 01	00102 56-1-1.2	19472.5636	647.2570199
0056000100103	0.09	005600 01	00103 56-1-1.3	3747.514648	246.2086557
0056000100300	0.37	005600 01	00300 56-1-3	16126.16077	583.6997909
0056000100400	0.42	005600 01	00400 56-1-4	18506.22571	605.5140431
0056000100500	0.47	005600 01	00500 56-1-5	20368.23669	622.5842176
0056000200100	8.61	005600 02	00100 56-2-1	374931.0405	2887.81437
0056000200200	0.23	005600 02	00200 56-2-2	9962.375	401.5405799
0056000200201	0.11	005600 02	00201 56-2-2.1	4575.758423	297.7374624
0056000200300	0.29	005600 02	00300 56-2-3	12427.19946	541.8882422
0056000200302	0.4	005600 02	00302 56-2-3.2	17588.45593	853.7828401
0056000200601	0.83	005600 02	00601 56-2-6.1	36275.61206	1004.40448
0056000200602	0.52	005600 02	00602 56-2-6.2	22464.2771	640.8826462
0056000200800	1.2	005600 02	00800 56-2-8	52122.13245	1086.703597
0056000200900	0.4	005600 02	00900 56-2-9	17225.67065	596.0598198
0056000200901	0.13	005600 02	00901 56-2-9.1	5500.173584	493.6786379
0056000300100	14.55	005600 03	00100 56-3-1	633864.0177	4403.51196
0056000300102	5.38	005600 03	00102 56-3-1.2	234305.6818	3494.657952
0056000300200	0.06	005600 03	00200 56-3-2	2420.665161	650.3090517
0056000401300	0.08	005600 04	01300 56-4-13	3523.871338	246.8638303
0056000401701	0	005600 04	01701 56-4-17.1	166.0379639	77.09295418
0056000401800	0.01	005600 04	01800 56-4-18	646.4981689	115.0603033
0056000401900	0.03	005600 04	01900 56-4-19	1105.872437	138.3696414
0056000402000	0.03	005600 04	02000 56-4-20	1515.470581	158.8022308
0056000700500	0.03	005600 07	00500 56-7-5	1386.916138	203.7787976
0056000700501	0.52	005600 07	00501 56-7-5.1	22587.10681	1016.198484
0056000700502	0.07	005600 07	00502 56-7-5.2	3122.179565	273.7827167



# REQUEST FOR COUNCIL ACTION

## City of Greenville, South Carolina

Agenda Item No.

16a

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading  Ordinance/Second & Final Reading  Resolution/First & Final Reading  Information Only

**AGENDA DATE REQUESTED:** March 9, 2020

**ORDINANCE/RESOLUTION CAPTION:**

Resolution of the Greenville City Council to adopt Fiscal Year 2021 Priorities

**SUMMARY BACKGROUND:**

City Council conducted their Annual Retreat on February 13-14, 2020, and during that meeting identified nine (9) distinct priorities as its focus areas for the coming year. The proposed Resolution is provided for adoption to guide the City's budget process and to ensure that City Council clearly communicates its priorities to city staff and the public.

**IMPACT IF DENIED:**

Resolution will not be adopted documenting Council's FY 2021 priorities.

**FINANCIAL IMPACT**

N/A

**REQUIRED SIGNATURES**

Department Director \_\_\_\_\_

OMB Director \_\_\_\_\_

City Attorney \_\_\_\_\_

City Manager \_\_\_\_\_

DocuSigned by:

*Michael Pitts*

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DocuSigned by:

*John McDonough*

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A RESOLUTION

OF THE GREENVILLE CITY COUNCIL TO ADOPT FISCAL YEAR 2021 PRIORITIES

WHEREAS, a strategic plan consisting of the priorities of the City of Greenville (“City”) is needed to guide the City’s budget process and ensure that City Council clearly communicates its priorities to City staff and the public; and

WHEREAS, City Council has conducted strategic planning sessions to determine the priorities for the City; and

WHEREAS, during the Annual Council Retreat on February 13-14, 2020, City Council identified nine (9) distinct priorities as its priority focus areas;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

1. City Council hereby adopts as its strategic plan the following priorities:
  - a. Planning for Quality, Balanced Growth and Development that Preserves the Distinct Character of Our Downtown and Residential Neighborhoods;
  - b. Protecting our Climate, Green Space, and Natural Resources;
  - c. Maintaining a Safe and Secure Community;
  - d. Providing Excellent Customer Service;
  - e. Improving our Transportation Infrastructure;
  - f. Supporting a Better Public Transit System;
  - g. Investing in Our Public Facilities;
  - h. Enhancing our Business Environment and Economy; and
  - i. Providing Recreation, Trail, and Cultural Enhancement Opportunities.
  
2. The City Manager and City staff shall take such actions deemed necessary or advisable to further the stated priorities and to regularly report progress on the stated priorities to City Council.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

Agenda Item No.

16b

**TO:**           Honorable Mayor and Members of City Council  
**FROM:**       John F. McDonough, City Manager

Ordinance/First Reading    Ordinance/Second & Final Reading    Resolution/First & Final Reading    Information Only

**AGENDA DATE REQUESTED:**

**ORDINANCE/RESOLUTION CAPTION:**

Resolution to approve a structural encroachment permit for Windward Partners XVI, LLC to install a canopy located on its property at 578 Perry Avenue which will encroach into the public right of way on Perry Avenue (Tax Map Number 0120000100200).

**SUMMARY BACKGROUND:**

This Resolution authorizes Windward Partners XVI, LLC to install a canopy on its property located at 578 Perry Avenue, which will encroach upon the public right-of-way on Perry Avenue. City Code §36-15 authorizes the City Council by Resolution to approve such encroachments when found to comply with the criteria contained in that section.

**IMPACT IF DENIED:**

The Declaration of Encroachment Permit for Surface Encroachment for Windward Partners XVI, LLC will not be approved.

**FINANCIAL IMPACT:**

N/A

#### REQUIRED SIGNATURES

**Department Director** DocuSigned by:  
*Mike Murphy*  
B8351B3CF7524D2...

**City Attorney** DocuSigned by:  
*Michael Pitts*  
5E0F2A267E2D413...  
DocuSigned by:

**OMB Director** \_\_\_\_\_

**City Manager** DocuSigned by:  
*John McDonough*  
FDC2AC15040F440...

A R E S O L U T I O N

TO APPROVE A STRUCTURAL ENCROACHMENT PERMIT FOR WINDWARD PARTNERS XVI, LLC TO INSTALL A CANOPY LOCATED ON ITS PROPERTY AT 578 PERRY AVENUE, WHICH WILL ENCROACH INTO THE PUBLIC RIGHT OF WAY ON PERRY AVENUE (TAX MAP NUMBER 0120000100200)

WHEREAS, Windward Partners XVI, LLC is the owner of real property more fully described herein as 578 Perry Avenue (also known as Tax Map Number 0120000100200) located in the City of Greenville, South Carolina, together with the improvements constructed thereon in the form of a building; and

WHEREAS, Windward Partners XVI, LLC desires to obtain authorization for an encroachment which will encroach onto the City’s public right-of-way or public space in a manner which complies with the requirements of public right-of-way, and causes no undue interference with the lawful use of nearby premises; and

WHEREAS, under the conditions contained in Declaration of Encroachment Permit (Surface Not for Leased Property) (Contract No. 20-036), which is attached hereto as Exhibit A and incorporated herein by reference, Windward Partners XVI, LLC desires to acquire, and the City desires to grant, certain rights to install a canopy on the public right of way as shown on Attachment A to the Declaration of Encroachment Permit; and

WHEREAS, City Code §36-15 authorizes the City Council by resolution to approve such encroachments when found to comply with the criteria contained in that section; and

WHEREAS, the City Council, after reviewing the nature of the encroachment, has determined that the proposed encroachment presents no physical threat of safety or undue interference to pedestrians, motor vehicles, drivers and passengers, or to others in lawful use of City property or to their property, all as provided in §36-15; and

WHEREAS, the City Council has determined that the encroachment is compatible in use and design with the public right-of-way;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA that there is hereby approved by this Resolution, an Encroachment Permit with Windward Partners XVI, LLC for the purposes of installing a canopy located at 578 Perry Avenue (also known as Tax Map Number 0120000100200) which will encroach onto the public right of way as shown on Attachment A to the Declaration of Encroachment Permit. The Encroachment Permit will be substantially similar to that which is provided as Exhibit A to this Resolution, with the City Manager authorized to make such minor adjustments as may be consistent with the City’s interest, the purpose of this Resolution, and the rights of the public using this space.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**

STATE OF SOUTH CAROLINA ) **DECLARATION OF ENCROACHMENT PERMIT**  
 ) (Structural Air Rights)(Not for leased Property)  
COUNTY OF GREENVILLE ) (Contract No. 20-036)

**THIS DECLARATION OF ENCROACHMENT PERMIT** (“Encroachment Permit”) is made \_\_\_\_\_, 20\_\_\_\_, by the City of Greenville, South Carolina, a Municipal Corporation (“Grantor”), and Windward Partners XVI, LLC, (“Grantee”)

WHEREAS, the Grantee is the owner of certain real property described herein as Windward Partners XVI LLC (also known as Tax Map Number: 0120000100200) located in the City of Greenville, South Carolina, together with the improvements constructed thereon in the form of a building; and

WHEREAS, the building on Grantee’s Property includes balcony encroachments which extend over the Grantor’s public right-of-way or public space in a manner which complies with the requirements of public right-of-way, and is likely to promote public use of an area the Grantor has targeted for economic development; and

WHEREAS, the Grantor, after viewing the conceptual plans, deems that the encroachment encroaches over and above the public right-of-way or public space; and

WHEREAS, the Grantor has determined that the encroachment presents no physical threat to the safety of pedestrians, motor vehicle drivers and passengers, or others in lawful use of the public right-of-way or public space, or to their property; and

WHEREAS, the Grantor has determined that the encroachment is compatible in use and design with the public right-of-way or public space; and

WHEREAS, the Grantor has determined that owners and occupants of property located within 100 feet of the proposed encroachment have been notified of the encroachment and have no objections; and

WHEREAS, the Grantor has determined that the encroachment will enhance the value of the building to which it is attached and will not decrease the value of any building in the immediate vicinity; and

WHEREAS, the Grantor deems that there is no adverse impact or undue interference created by this encroachment for pedestrians and for nearby premises; and

WHEREAS, under the conditions described herein, the Grantee desires to acquire, and the Grantor desires to grant, certain rights as set forth below in paragraphs 1 and 2 subject to the terms and conditions set forth herein: To install a canopy, as provided for in Attachment A, which is attached and incorporated into this Encroachment Permit.

DocuSign Envelope ID: 0497D83A-E280-4900-93E4-D75CE68730EF

WHEREAS, the **Grantor** did pass Resolution Number: \_\_\_\_\_ on \_\_\_\_\_ authorizing this declaration of encroachment permit.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Encroachment Permit, and the payment by the **Grantee** to the **Grantor** of **One Dollar and NO/100 (\$1.00) and the permit fee**, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Encroachment on Public Property. The **Grantor** does hereby consent to said encroachment over and above public right-of-way or public property, subject to the conditions and limitations described in this document, and does hereby grant and convey an encroachment over and above the public right-of-way or public space for the limited purpose of installing and maintaining a canopy, as more fully set out in **Attachment A**.
2. Maintenance. The **Grantee** shall at all times maintain the encroachment extending over and on the public right-of-way or public space in a structurally safe condition. Whenever the **Grantor** makes a finding that the encroachment is no longer structurally safe, the **Grantor** shall issue to the **Grantee** a written notice stating the deficiencies and corrective action required. The **Grantee** shall have 30 days from the date of notice to comply. If the **Grantee** fails to achieve compliance within 30 days, the **Grantor** shall be authorized to have the encroachment removed and the costs of removal and storage, if any, assessed to the **Grantee** and this Encroachment Permit shall be deemed terminated. The foregoing notwithstanding, **Grantor** shall take whatever action it deems necessary, without liability or obligation to the **Grantee**, in the event **Grantor** determines, in its sole discretion, the encroachment presents an immediate threat to public safety.
3. Indemnification and Insurance. Notwithstanding anything herein to the contrary, the **Grantee** shall indemnify and hold the **Grantor** free and harmless from and against any and all liabilities, losses, claims, judgments, suits, causes of action and/or expenses of any kind or nature, resulting from personal injury and/or death to persons, or property damage, resulting from or in any way arising out of or in any way connected with the existence, construction, installation, or maintenance of the encroachment as contemplated by this Encroachment Permit or any additional improvements, should any be authorized in the same area, including the payment of reasonable attorneys' fees.

Should the **Grantor** be named in any suit, action or claim under the terms hereof, then the **Grantee** shall appear and defend the **Grantor** at its sole cost and expense; provided that the **Grantor** shall always have the option to appear and defend such action or claim on its own behalf, and all reasonable costs for same shall be borne by the **Grantee**. The foregoing indemnity shall survive the expiration, termination, or assignment of this Encroachment Permit.

The Grantee shall maintain liability insurance coverage with the Grantor named as an additional insured for the encroachment in an amount not less than: (1) that maintained by the Grantee for the property referenced above; (2) the maximum amount permitted for recovery by the State Tort Claims Act as from time to time amended; or (3) One Million Dollars (\$1,000,000.00), whatever is the greater amount.

Certificates showing proof of such insurance shall be submitted by the party(ies) required to provide insurance hereunder to the City prior to commencement of constructing and/or installing the encroachment granted by this Encroachment Permit, and evidence of such insurance shall be forwarded to City's Risk Manager on an annual basis during the duration of this encroachment permit. Further, it shall be an affirmative obligation upon the party(ies) required to provide insurance hereunder to advise City's Risk Manager at Fax No. 864-298-2744, e-mail [inscerts@greenvillesc.gov](mailto:inscerts@greenvillesc.gov), PO Box 2207, Greenville, SC 29602, within two days of the cancellation or substantive change of any insurance policy set out herein. Failure to maintain said liability insurance shall result in the termination of this encroachment permit.

4. Duration. The encroachment permit shall begin on the date recited in the preamble and shall be of perpetual duration, except that the rights granted under paragraph one (1) of this Encroachment Permit, shall terminate upon demolition of the structure resulting in the encroachment or upon an alteration of the structure resulting in the encroachment no longer extending under or above the public right-of-way or public space; provided that destruction by fire or other casualty shall not result in a termination of rights under this Encroachment Permit and Grantee shall be entitled to rebuild, repair, or restore the encroachment to the terms hereof, provided Grantee undertakes such efforts within a reasonable time.
5. Obligations Upon Termination. Upon termination of the term or the term as renewed, or for reasons herein provided, the Grantee shall remove the encroachments. If it fails to remove the encroachment within thirty (30) days, the Grantor shall be authorized to have the encroachment removed and the costs of removal and storage, if any, assessed to the Grantee.
6. Appurtenant. Subject to termination pursuant to paragraph 4 above, this Encroachment Permit and other rights and duties granted herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns as owners of the public right-of-way or public space and Grantee's Property, respectively. All rights and obligations granted hereunder shall run with the land and shall automatically become rights and obligations of the successors and assigns of the owner of the public right-of-way or public space and Grantee's Property, respectively; and neither Grantee nor any successor of Grantee shall remain obligated in any way for the performance of any term or condition of this Encroachment Permit after conveyance of all its interest

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in Grantee's Property, other than for an obligation to indemnify the Grantor or its successors against claims, suits, costs, damages, or expenses arising during its period of ownership of Grantee's Property. If the Grantor should convey its interest in the public right-of-way or public space, such conveyance shall in no way affect the Encroachment Permit and related privileges, rights and permits granted herein.

- 7. Cancellation of Record. Upon termination of all or part of this Encroachment Permit, pursuant to the herein provisions, the **Grantor** may record a document canceling or modifying this Encroachment Permit executed by the **Grantor**.
- 8. Additional Temporary Encroachments. The **Grantee** shall be entitled to such additional temporary encroachments over and/or on the public right-of-way or public space on a reasonable basis as may from time to time be necessary for the construction and maintenance duties and rights otherwise granted herein, the dimensions of which shall be reasonably determined in each instance by the **Grantor**, provided the **Grantee** returns the public right-of-way or public space to a safe, usable condition subject to professional standards and otherwise applicable under codes, and to an appearance at least equal to that prior to any disruption by the **Grantee** to the surface of the public right-of-way or public space.
- 9. Compliance Requirements. Nothing contained herein shall be construed to relieve the **Grantee** from the obligation to comply with the Zoning and Building Ordinances and regulations otherwise applicable to the premises and to the encroachment area or from any other federal, state, or municipal law which may be applicable.
- 10. Remedies. Either party may enforce this Encroachment Permit by an appropriate action at law or in equity, including specific performance, with the prevailing party entitled to recover reasonable attorneys' fees, court costs, and reasonably incurred expenses related to enforcement.
- 11. Notice. All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

**Grantor**

The City of Greenville  
 Attention: City Manager  
 206 South Main Street  
 Post Office Box 2207  
 Greenville, South Carolina 29602  
 Telephone:  
 Fax:  
 E-mail:

864-467-5700  
 864-467-5725  
[jmcdonough@greenville.gov](mailto:jmcdonough@greenville.gov)

[Signatures on following pages]

With a copy to (which shall not constitute notice):

Michael S. Pitts, City Attorney

P.O. Box 2207

Greenville, SC 29602

Phone: 864-467-4420

Fax: 864-467-4424

Email: [mpitts@greenvillesc.gov](mailto:mpitts@greenvillesc.gov)

**Grantee**

Name:	Harrison Horowitz
Address:	Windward Partners XVI, LLC
Telephone:	864-915-5240
E-mail:	<a href="mailto:harrison@oxcapital.com">harrison@oxcapital.com</a>

Either party may change its notice thereof to the party in the fashion described above.



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WITNESSES:  
Witness 1 [Signature]  
Witness 2 [Signature]

Windward Partners XVI, LLC (Grantee)  
BY: [Signature]  
ITS: [Signature]

STATE OF SOUTH CAROLINA )	ACKNOWLEDGMENT
COUNTY OF GREENVILLE )	
<p>The foregoing instrument was acknowledged before me this <u>14<sup>th</sup></u> day of <u>February</u>, 20<u>20</u> by <u>Henry Horowitz</u>, authorized agent/officer for <u>Windward Partners XVI, LLC</u>.</p>	
<p>SWORN to before me this <u>14<sup>th</sup></u> day of <u>February</u>, 20<u>20</u></p>	
<p><u>[Signature]</u> NOTARY PUBLIC FOR SOUTH CAROLINA (Signature)</p>	
<p><u>Lynda D. Hamer</u> (Printed Name of Notary)</p>	
<p>My Commission Expires: <u>3/10/24</u></p>	

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Contract Title: Declaration of Encroachment Permit Windward Partners XVI, LLC

Tax Map Number: 0120000100200

**APPROVED AS TO FORM:**

DocuSigned by:  
*Mike Pitts*  
Legal

**REVIEWED BY:**

DocuSigned by:  
*Erinna Williams*  
Building & Zoning

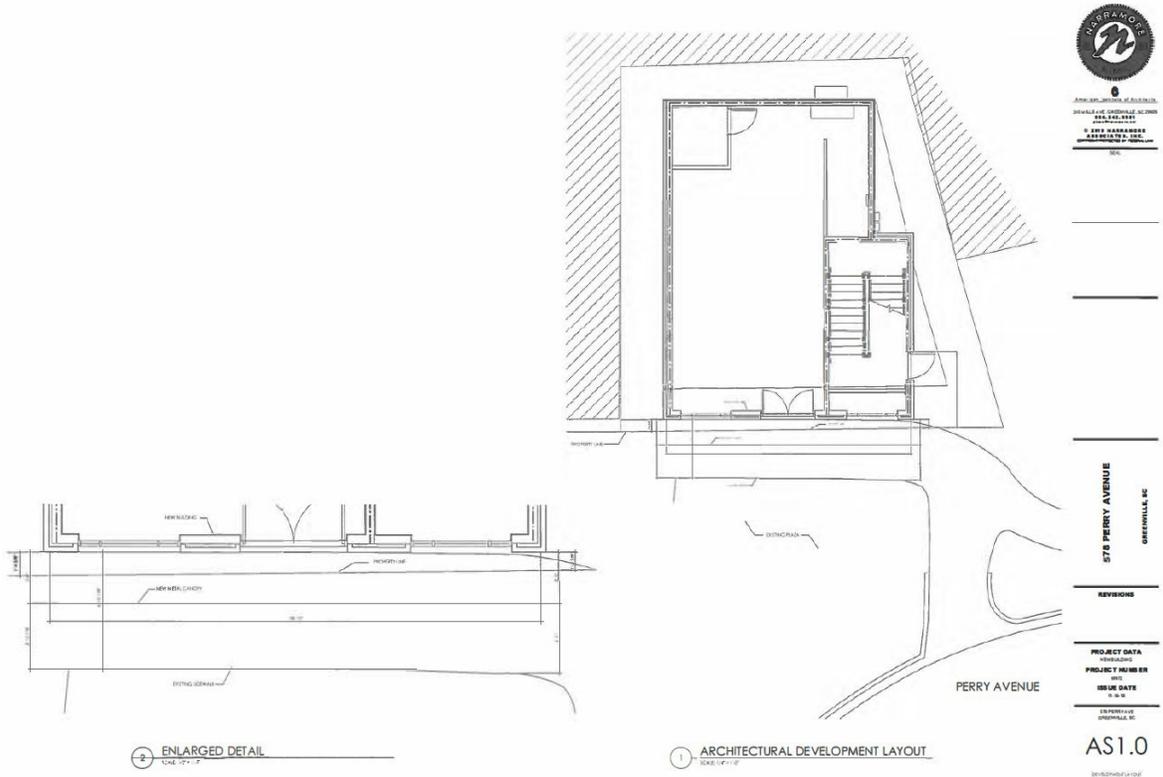
DocuSigned by:  
*Mike Jank*  
Parks Management

DocuSigned by:  
*Mary Douglas Hirsch*  
Economic Development

DocuSigned by:  
*Les Mitchell*  
Construction Engineering

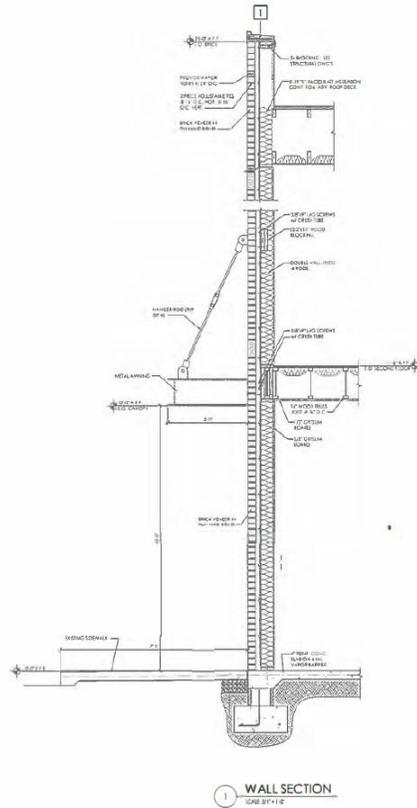


ATTACHMENT A





ATTACHMENT A



1 WALL SECTION  
SCALE: 3/4" = 1'-0"



570 PERRY AVENUE  
GREENVILLE, SC

PROJECT DATA  
 DRAWING NUMBER  
 PROJECT NUMBER  
 ISSUE DATE  
 04/20/2020  
 GREENVILLE, SC

A3.2  
 WALL SECTIONS