



AGENDA

FORMAL MEETING OF CITY COUNCIL

MONDAY, APRIL 13, 2026 - 5:30 PM

Greenville City Hall, Council Chambers, 206 S. Main Street

Citizens may access the meeting at the following web address:

<http://greenvillesc.gov/MeetingMedia>

1. **Call to Order - Mayor Knox H. White**

2. **Invocation**

3. **Pledge of Allegiance**

4. **Roll Call**

5. **Approval of Minutes**

a. Approval of Minutes for meeting on March 23, 2026

6. **Communications/Announcements from the Mayor and Council**

7. **Individuals Addressing Council regarding items on the Agenda**

Individuals wishing to address Council are requested to contact the City Clerk by 12:00 p.m. on the day of the meeting to provide their contact information and agenda item they wish to speak on. To sign up, please contact 864-467-4431 or cpitman@greenvillesc.gov.

8. **Presentations**

None

9. **Public Hearing**

None

10. **Recognitions and Appointments - Boards and Commissions**

None

CONSENT AGENDA <i>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.</i>

11. **Unfinished Business - (Ordinances - Second and Final Reading)**

- a. Ordinance to annex approximately 4.31 acres of real property at 8 Gladys Drive and 1016 Woods Crossing Road and 0.33 acre of adjacent right-of-way, and to provide the zoning designation of BG, Business General District (Tax Map Numbers 0260000104900 and 0260000102200) (AX-11-2026)
(Roll Call)
- b. Ordinance to annex approximately 3.20 acres of real property on Butler Springs Road, Carlingford Way, and Cavan Lane and 0.41 acre of adjacent right-of-way, and to provide the zoning designations of RH-D, House D District, and PK, Park District

(Tax Map Numbers 0278000106800, 0278020100300, 0278020100400, 0278020100600, and 0278020100900) (AX-13-2026)
(Roll Call)

- c. Ordinance providing for the issuance and sale of Waterworks System Revenue Bonds of the City of Greenville, South Carolina, and other matters relating thereto
(Roll Call)

12. New Business - (Ordinances - First Reading)

None

13. New Business - (Resolutions - First and Final Reading)

None

REGULAR AGENDA

14. Unfinished Business - (Ordinances - Second and Final Reading)

- a. Ordinance to rezone approximately 5.06 acres of real property located on Fork Shoals Road from RH-B, House B District, to IG, Industrial General District (Tax Map Number 0395000100610) (Z-4-2026)
(Roll Call)
- b. Ordinance to amend Chapter 19 of the Code of Ordinances of the City of Greenville and to incorporate text updates into the Greenville Development Code recommended during the thirty-month Code review process (Z-1-2026) (REVISED)
(Roll Call)

15. New Business - (Ordinances - First Reading)

- a. Ordinance to appropriate \$30,000 in the Miscellaneous Grants Fund for the FY 2025 South Carolina State Homeland Security Grant Program
(Roll Call)
- b. Ordinance to rezone approximately 0.26 acre of real property located at 212 Asbury Avenue from RH-D, House D District, to MX-2, Mixed Use 2 District (Tax Map Number 0023000101900) (Z-3-2026)
(Roll Call)
- c. Ordinance to appropriate a total of \$26,000,000 in state funds, together with cumulative and future interest, received for the Greenville Cultural and Arts Center ("Downtown Greenville Conference Center") project in the Capital Projects Fund and to authorize the disbursement of \$7,000,000 to the Museum and Gallery, Inc. as authorized by the South Carolina General Appropriations Acts for fiscal years 2019-2020, 2020-2021, and 2025-2026, and to provide for the deposit of such funds in the Capital Projects Fund
(Roll Call)

- d. Ordinance to abandon a portion of right-of-way on East Court Street and a portion of Court Square (Tax Map Number 0059000102100) (AB-3-2025)
(Roll Call)
- e. Ordinance to approve an easement agreement in favor of Duke Energy Carolinas, LLC for the purpose of providing utility service to City property located at 150 Cleveland Park Drive (Tax Map Number 006720100100)
(Roll Call)

16. New Business - (Resolutions - First and Final Reading)

- a. Resolution to authorize the purchase of property located at Willard Street and Reach Street from the Salvation Army for the purpose of retaining open space and to authorize the use of funds from the open space acquisition project (ED3555) (Tax Map Numbers 0124000600303 and 0054000400100)
- b. Resolution to authorize the execution of a purchase and sale agreement for the acquisition of certain property from Greenline Park, LLC to assist in accomplishing City Council priorities outlined in the GVL2040 Comprehensive Plan and the Greenline-Spartanburg Neighborhood Plan

17. Staff Reports

18. Individuals Addressing Council regarding items not on the Agenda

Individuals wishing to address Council must contact the City Clerk by 12:00 p.m. on the day of the meeting to provide their contact information and the item they wish to speak on. To sign up, please contact 864-467-4431 or cpitman@greenvillesc.gov.

19. Adjourn



MINUTES

FORMAL MEETING OF CITY COUNCIL

City Hall, 206 S. Main Street, Council Chambers
Monday, March 23, 2026 - 5:30 p.m.

1. **CALL TO ORDER**

Mayor Knox H. White

2. **INVOCATION**

Councilmember Lillian Flemming

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

The following members of City Council were in attendance: Mayor Knox White, John DeWorken, Lillian Flemming, Ken Gibson, Wil Brasington, Tina Belge, and Dorothy Dowe.

5. **APPROVAL OF THE MINUTES**

March 9, 2026; Approved as submitted

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

None

7. **INDIVIDUALS WISHING TO ADDRESS COUNCIL**

Bob Lloyd, 14 Pinckney Street, spoke in support of Item 16b and reflected on the legacy of Mary Duckett. Mr. Lloyd also spoke on Item 15c expressing concern regarding the continued presence of planned developments in the City zoning map.

8. **PRESENTATION**

- a. Employee Recognition – Eddie Berry, 50 years of service

Public Transportation Deputy Director Jasmin Curtis recognized Bus Operator Eddie Berry's 50 years of service in public, spoke to his character as a civil servant with Greenlink, and presented a video highlighting Mr. Berry's service.

9. **PUBLIC HEARING**

- a. Proposed Abandonment of a portion of Wilton Street (AB-1-2026)

Engineering Services Director Clint Link presented a request from the city of Greenville for a proposed abandonment of a portion of Wilton Street on the corner of Wilton Street and Ashely Avenue, in association with the Ashley Avenue improvement projects, including sidewalk repair and intersection realignment. Mr. Link advised that staff is working with the property owner of 603 and 605 Wilton Street to close a connection driveway and stated that the property owner has expressed interest in obtaining some of the right-of-way to expand his property. Mr. Link also advised that staff received inquiries and questions from the public but received no formal comments regarding the project.

Councilmember DeWorken stated that he received phone calls from constituents in the area and requested that staff connect with the neighborhood to discuss the project.

Richard Wright, 200 Ashley Avenue, thanked the City for the improvement project on Ashley Avenue and stated the right-of-way on Wilton Street is used by pedestrians as a cut through to avoid traffic in the blind bend of the street. Mr. Wright requested the City maintain this portion of right-of-way and not give the portion to the property owner, expressing concern that expanding the property could impact future development.

Councilmember DeWorken thanked Mr. Wright for his comments and suggested scheduling a meeting with Mr. Wright and Mr. Link to review the matter further.

Mr. Link advised that the abandonment would restrict vehicular access, but the cut through would still be available for use by pedestrians. Mr. Link expanded upon the implementation of sidewalks in the neighborhood and anticipated traffic calming initiatives.

10. APPOINTMENTS – Boards and Commissions

None

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 Dowe moved, seconded by Councilmember Gibson, to approve second and final reading of agenda items 11a, 11b, 11c, 11d and 11e of the Consent Agenda. The motion carried unanimously.

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

- a. Ordinance to appropriate \$500,000 in the Hospitality Tax Fund and Capital Projects Fund for the Lake Conestee Dam Restoration Project
- b. Ordinance to annex approximately 41.71 acres of real property and 6.89 acres of adjacent right-of-way located on Andrews Street, Bel Aire Drive, Easley Bridge Road, 4th Street, A Street, 3rd Street, Lyncrest Street, B Street, C, Street, 2nd Avenue, 3rd Avenue, 6th Street, Neubert Street, 5th Street, and an unnamed alley, and to provide the zoning designations of RN-A, Neighborhood A District, and IX, Industrial Flex District (AX-8-2026)
- c. Ordinance to abandon surplus right-of-way along Howe Street (AB-1-2025)
- d. Ordinance to approve a lease agreement between Tupelo Honey Hospitality Corporation and the city of Greenville for patio area located at 1 North Main Street
- e. Ordinance to appropriate \$400,000 in the Capital Projects Fund from the Neighborhood Infrastructure Bond (NIB) Interest for additional construction expenses

and the procurement of a generator to establish the Upstate's first Resilience Hub at the Nicholtown Community Center

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 annex approximately 4.31 acres of real property at 8 Gladys Drive and 1016 Woods Crossing Road and 0.33 acre of adjacent right-of-way, and to provide the zoning designation of BG, Business General District (Tax Map Numbers 0260000104900 and 0260000102200) (AX-11-2026)

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

- b. Ordinance to annex approximately 3.20 acres of real property on Butler Springs Road, Carlingford Way, and Cavan Lane and 0.41 acre of adjacent right-of-way, and to provide the zoning designations of RH-D, House D District, and PK, Park District (Tax Map Numbers 0278000106800, 0278020100300, 0278020100400, 0278020100600, and 0278020100900) (AX-13-2026)

Councilmember Brasington moved, seconded by Councilmember Dowe, to approve first reading.

Senior Development Planner Austin Rutherford stated the first annexation phase of the identified area includes four single family lots, with building permits obtained through Greenville County. Mr. Rutherford also stated the remaining properties were developed as a part of a cluster subdivision which required the open space that is included in the proposed annexation.

Councilmember Dowe asked if the area of open space would have been buildable under the County zoning designation. Mr. Rutherford responded that it was protected under the cluster subdivision covenant. Councilmember Dowe noted that assigning the zoning designation of PK preserves the property as greenspace for the City. Councilmember Flemming asked about the state of the remaining lots in the identified area, and Mr. Rutherford responded that they would be considered in future annexations.

After discussion, the motion carried unanimously.

- c. Ordinance to amend Chapter 19 of the Code of Ordinances of the City of Greenville and to incorporate text updates into the Greenville Development Code recommended during the thirty-month Code review process (Z-1-2026)

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

Planning Director Mary Douglas Hirsch recognized staff's commitment to the Development Code acknowledging this update as the fifth update to the Greenville Development Code since its implementation. Ms. Hirsch advised that the Code was only slated for reviews for 6 months, 12 months, and annually.

Councilmember Brasington moved, seconded by Councilmember DeWorken, to amend the proposed update to reject the modification designated as Section 19-3.4.4.1.2(a) concerning use standards for Banks and Financial Institutions. The motion to amend carried unanimously.

Councilmember Belge moved, seconded by Councilmember Flemming, to amend the proposed update (Article 19-3, Use Regulations) to reflect the following:

“Notwithstanding any other provisions of the Greenville Development Code, the following uses: General, indoor entertainment and recreation; General outdoor entertainment; Outdoor entertainment; Brew pub; Microbrewery, small winery, microdistillery; and Bar or nightclub, shall be considered conditional uses when located outside of the Central Business District (CBD) and as permitted uses by right when located within the CBD and if the establishment closes before 12 midnight and does not open before 5:00 a.m.

For purposes of this section, the Central Business District shall be defined as the area officially delineated on the GIS maps maintained by the city of Greenville. Any property located outside the designated CBD boundary shall be subject to the conditional use requirements applicable under the Greenville Development Code for the above-listed uses. Any establishment that is open to the public between 12:00 a.m. and 5:00 a.m. will be required to comply with the conditional use provisions outlined in this Ordinance, whether located in the CBD or not.”

Councilmember Belge stated that moving establishments from “by right” to “conditional” use would be more business friendly.

After discussion, the motion to amend carried unanimously.

Councilmember Dowe moved, seconded by Councilmember Brasington, to amend the proposed updates to Section 19-3.5.2.I.5 and Section 19-3.6.2.F.2 to read as follows:

Section 19-3.5.2.I.5 “Shipping containers are not permitted for outdoor storage except in the BH, IX, and IG districts, where they must not be visible from the primary street or multi-use trail. In all other districts, shipping containers must be unloaded and removed within 48 hours.”

Section 19-3.6.2.F.2 “Shipping containers are prohibited except when used for outdoor storage in BH, IX, and IG districts pursuant to Sec. 3.5.2.H.5.”

Councilmember Belge asked if this provision would affect any commercial property built with shipping container material. City Manager Shannon Lavrin responded that it currently would not. Planning Director Mary Douglas Hirsch stated that other than BH, IX, and IG Districts, the City allows for shipping containers for purposes other than outdoor storage. Councilmember Dowe stated that the purpose of the amendment is to protect the view from the Swamp Rabbit Trail.

Senior Development Planner Ross Zelenske stated shipping containers are prohibited for outdoor storage except for the Industrial General District and that recommended language relaxes the rules to allow shipping containers in two more districts where staff has already observed its use as storage.

Councilmember Gibson asked for clarification regarding creative use of shipping containers aside from their utilization of outdoor storage. Ms. Lavrin responded that shipping containers used for businesses similar to Gather Greenville are not true shipping containers but created to look like shipping containers and there is no prohibition with those. Ms. Lavrin offered to look at the matter further and explore its use in the thirty-six month Code update.

After discussion, the motion to amend carried unanimously.

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

- d. Ordinance to rezone approximately 5.06 acres of real property located on Fork Shoals Road from RH-B, House B District, to IG, Industrial General District (Tax Map Number 0395000100610) (Z-4-2026)

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

Councilmember Dowe requested staff reach out to the Conestee Foundation and Upstate Forever for feedback prior to second and final reading. Principal Planner Michael Frixen stated there has been active conversation with both organizations at a Project Preview Meeting. Councilmember Dowe requested further discussion regarding their input.

After discussion, the motion carried unanimously.

- e. Ordinance providing for the issuance and sale of Waterworks System Revenue Bonds of the City of Greenville, South Carolina, and other matters relating thereto

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

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

- a. Resolution to authorize the purchase of property located on Woods Lake Road from Shockley Investments, LLC for the purpose of retaining open space and to authorize the use of funds from the Open Space Acquisition Project (ED3555) (Tax Map Number 0279000201203)

Councilmember Brasington moved, seconded by Councilmember Dowe, to approve first and final reading. The motion carried unanimously.

- b. Resolution to name the Southernside Multiservice Center in honor of Mary Frances Duckett

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

Community Development Manager Monique Mattison spoke on behalf of Greenville's Empowerment Team to highlight Ms. Duckett's dedication to community development.

After discussion, the motion carried unanimously.

Councilmember DeWorken left the meeting at 6:22 p.m.

17. STAFF REPORTS

- a. Greenville Together Update. Greenville Together Director Cody Carver provided an update on the initiative. Mr. Carver advised that, in 2026, the organization has housed 14 households, equating 24 people, bringing the total of housed individuals to 178 since Greenville Together's launch. Mr. Carver shared that the organization has released its 2025 Impact Report and highlighted the launch of the Street Outreach Program and additional initiatives.
- b. Law Enforcement Accreditation. Police Chief Howie Thompson announced the Greenville Police Department has received its 10th CALEA Accreditation for Advanced Law Enforcement.
- c. Development Code. Ms. Lavrin expressed her appreciation to the Planning Department for keeping their commitment to updating the Development Code in direct response to the community's needs.

18. Individuals Addressing Council regarding items not on the Agenda

Clarence Thornton, 114 Douthit Street, spoke to advocate for honoring Mary Duckett and Councilmember Flemming and to express concern regarding gentrification in the City and the marginalization of African Americans.

19. ADJOURN. There being no further business, the meeting adjourned at 6:32 p.m.

KNOX H. WHITE, MAYOR

CAMILLA G. PITMAN, MMC, Certified PLS
CITY CLERK

MEETING NOTICE POSTED AND MEDIA NOTIFIED ON MARCH 20, 2026.



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: Shannon Lavrin, City Manager

Agenda Item No.

11a

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

AGENDA DATE REQUESTED: April 13, 2026

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE TO ANNEX APPROXIMATELY 4.31 ACRES OF REAL PROPERTY AT 8 GLADYS DRIVE AND 1016 WOODS CROSSING ROAD AND 0.33 ACRE OF ADJACENT RIGHT-OF-WAY, AND TO PROVIDE THE ZONING DESIGNATION OF BG, BUSINESS GENERAL DISTRICT (TAX MAP NUMBERS 0260000104900 AND 0260000102200) (AX-11-2026)

SUMMARY BACKGROUND:

A proper petition for annexation of contiguous real property consisting of approximately 4.31 acres located at 8 Gladys Drive and 1016 Woods Crossing Road and 0.33 acre of adjacent right-of-way, together comprising approximately 4.64 acres to be annexed, has been made to the city of Greenville by 100% percent of the freeholders owning 100% percent of the assessed value of the Property in accordance with S.C. Code of Laws Annotated Section 5-3-150(3). An application has been made to the City Planning Commission and City Council to rezone the Property from county zoning designation S-1, Services district, to city zoning designation BG, Business General District.

The City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning and recommended approval of the application by a vote of 5-0.

Planning Staff Recommendation: Approve

Planning Commission Recommendation: Motion to Approve Passed 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 the intergovernmental agreements with Metropolitan Sewer Subdistrict d/b/a MetroConnects and the Wade Hampton Fire District according to their terms while they are in effect.

REQUIRED SIGNATURES

Department Director

Signed by:

Michael Friesen

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City Attorney

DocuSigned by:

Logan Wells

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Signed by:

Chief Financial Officer

City Manager

Shannon Lavrin

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A N O R D I N A N C E

TO ANNEX APPROXIMATELY 4.31 ACRES OF REAL PROPERTY AT 8 GLADYS DRIVE AND 1016 WOODS CROSSING ROAD AND 0.33 ACRE OF ADJACENT RIGHT-OF-WAY, AND TO PROVIDE THE ZONING DESIGNATION OF BG, BUSINESS GENERAL DISTRICT (TAX MAP NUMBERS 0260000104900 AND 0260000102200) (AX-11-2026)

WHEREAS, a proper petition for annexation of contiguous real property consisting of approximately 4.31 acres located at 8 Gladys Drive and 1016 Woods Crossing Road (Tax Map Numbers 0260000104900 and 0260000102200, respectively) and 0.33 acre of adjacent right-of-way, together comprising approximately 4.64 acres to be annexed (collectively, the "Property"), has been made to the city of Greenville (the "City") by 100% percent of the freeholders owning 100% percent of the assessed value of the Property in accordance with S.C. Code of Laws Annotated Section 5-3-150(3); and

WHEREAS, an application has been made to the City Planning Commission and City Council to rezone the Property from county zoning designation S-1, Services district, to city zoning designation BG, Business General District; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning and recommended approval of the application by a vote of 5-0; and

WHEREAS, City Council has reviewed the application of the owners and the staff recommendation and has found the proposed zoning designation of BG, Business General District, to be compatible with the GVL 2040 Comprehensive 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 in the attached Exhibits A and B, providing the annexation map and property description of Tax Map Numbers 0260000104900 and 0260000102200, respectively. The annexed Property is provided the zoning designation BG, Business General District, and shall be included in City Council District 3.

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 Floodplain Management Regulations, as from time to time amended.

The Property annexed by this Ordinance shall be subject to the intergovernmental agreements with Metropolitan Sewer Subdistrict d/b/a MetroConnects and the Wade Hampton Fire District according to their terms while they are in effect.

This Ordinance shall take effect upon second and final reading and shall be effective for the 2026 tax year.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

REVIEWED

CITY MANAGER

EXHIBIT A

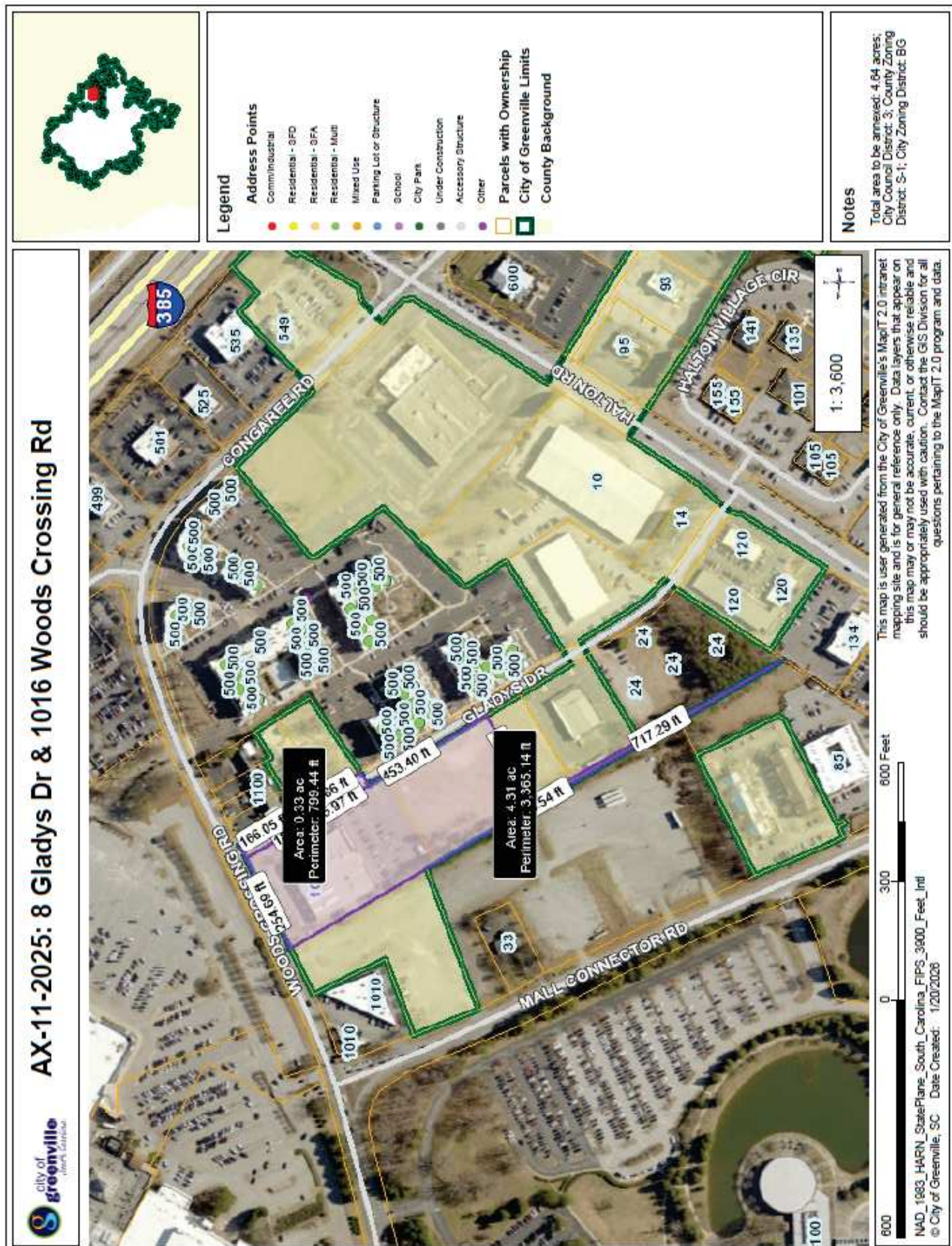


EXHIBIT B

Property Description

TMS# 0260000102200:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Southern side of Woods Crossing Road and on the Western side of Gladys Drive, containing 2.630 acres, being shown on a plat entitled "ALTA/ACSM Land Title Survey for Wilton Partners Woods Crossing, LLC, a South Carolina limited liability company", prepared by Carolina Surveying Co., dated February 25, 1998 and recorded in the ROD Office for Greenville County in Plat Book 37-P at Pages 2A and 2B; and as shown on a more recent survey entitled "ALTA/ACSM Land Title Survey for SC Woods Crossing, LLC, a South Carolina limited liability company, dated September 5, 2001 and recorded in the ROD Office for Greenville County in Plat Book 44S at Page 57 A & B; and having according to said plat, the following metes and bounds to-wit: BEGINNING at a found $\frac{3}{4}$ " crimp top iron pin at the Southwest intersection of right of way of Woods Crossing Road and Gladys Drive, thence running along the Western right of way of Gladys Drive, the following three (3) courses and distances: S 30-53-32 E 199.74 feet to a $\frac{3}{4}$ " crimp top iron pin; thence S 30-57-47 E 99.93 feet to a $\frac{3}{4}$ " crimp top iron pin; thence S 30-41-11 E 100.00 feet to a $\frac{3}{4}$ " crimp top iron pin at the Northwest property corner of Lot 30, Glad Acres Subdivision; thence turning and leaving said right of way and running along the property line of Lot 30, Glad Acres Subdivision S 59-03-44 W 236.21 feet to a found bolt; thence turning and running along Glad Acres Subdivision S 29-15-57 E crossing a found axle at distance of 599.81 feet and found $\frac{5}{8}$ " rebar iron pin at a distance of 715.97 feet for a total distance of 1017.31 feet to a found axle; thence turning and running along property now or formerly of Rosemary Martin Special Trust and property now or formerly of Haywood Mall, Inc., N 30-22-08 W 1045.63 feet to a found $\frac{3}{4}$ " crimp top iron pin; thence running along the property line now or formerly of Belk Simpson Company, N 30-23-25 W crossing a found $\frac{3}{4}$ " crimp top iron pin at 71.32 feet for a total distance of 399.90 feet to a found $\frac{3}{4}$ " crimp top iron pin on the Southern right of way of Woods Crossing Road; thence turning and running along the Southern right of way of Woods Crossing Road, the four (4) courses and distances: N 63-45-44 E 27.62 feet to a set magnetic nail; thence turning and running S 28-28-42 E 7.03 feet to a set magnetic nail; thence turning and running N 64-02-08 E 112.99 feet to a found $\frac{3}{4}$ " crimp top iron pin; thence N 64-03-28 E 112.88 feet to a found $\frac{3}{4}$ " crimp top iron pin at the Southwest intersection of Woods Crossing Road and Gladys Drive, being the point of beginning.

This is the same property conveyed to Woods Crossing Three, LLC, a South Carolina limited liability company, by deed of SC Woods Crossing, LLC, a South Carolina limited liability company, recorded February 15, 2006 in Deed Book 2189 at Page 1735 in the ROD Office for Greenville County, South Carolina.

Tax Map: 0260.00-01-022.00

TMS# 0260000104900:

ALL that certain piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the Greenville City limits, in Butler Township, about one mile beyond the Municipal Airport, and being known and designated at "Tract B" on a plat entitled "Recombination Plat for AHC Management, LLC," made by Site Design, Inc., dated July 31, 2015 and recorded in the Office of the Register of Deeds for Greenville County, South Carolina on October 8, 2018 in Plat Book 1220 at Page 92, reference being made to said plat for a more complete metes and bounds description thereof.

Property Description for Right-of-Way

To include the 0.33 acre of adjacent Gladys Drive right-of-way as shown within the associated Annexation Map exhibit.



Planning Department

City of Greenville

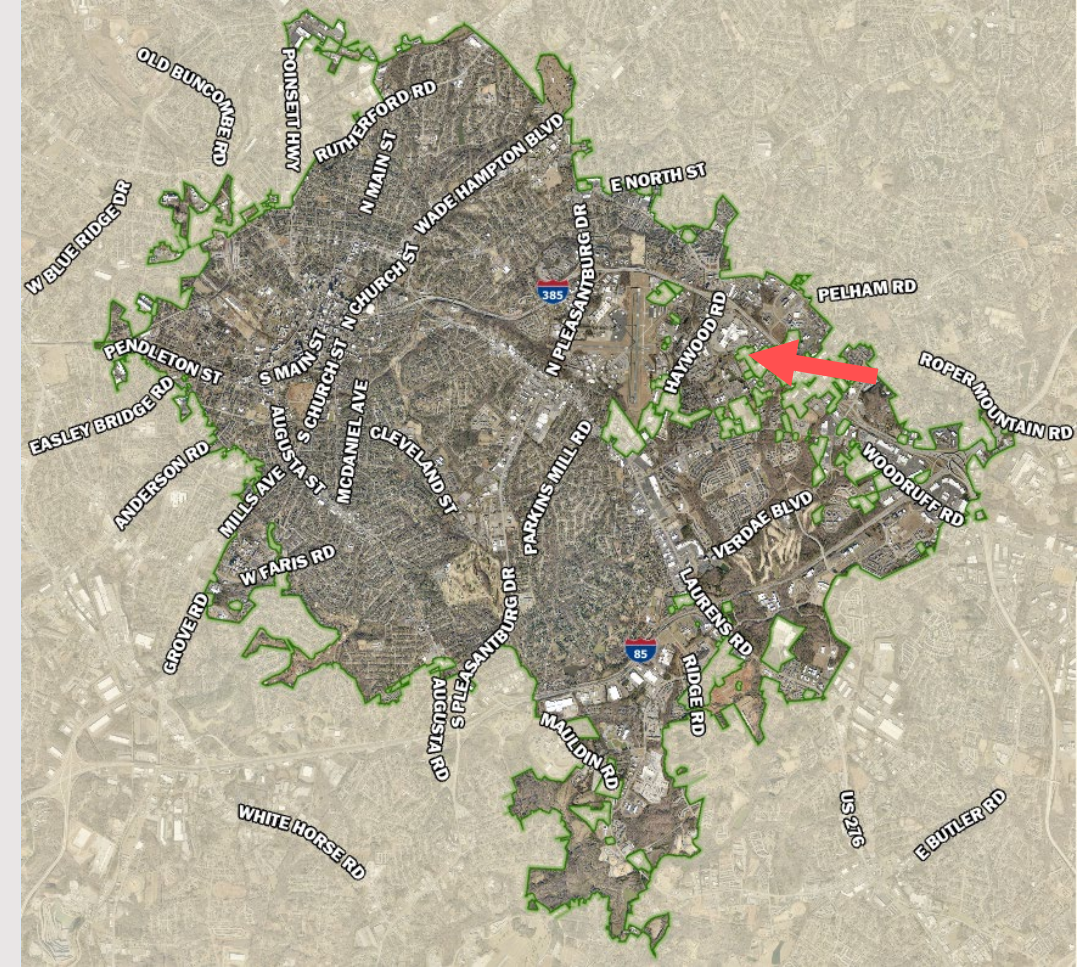
AX-11-2026

8 Gladys Drive & 1016 Woods
Crossing Road

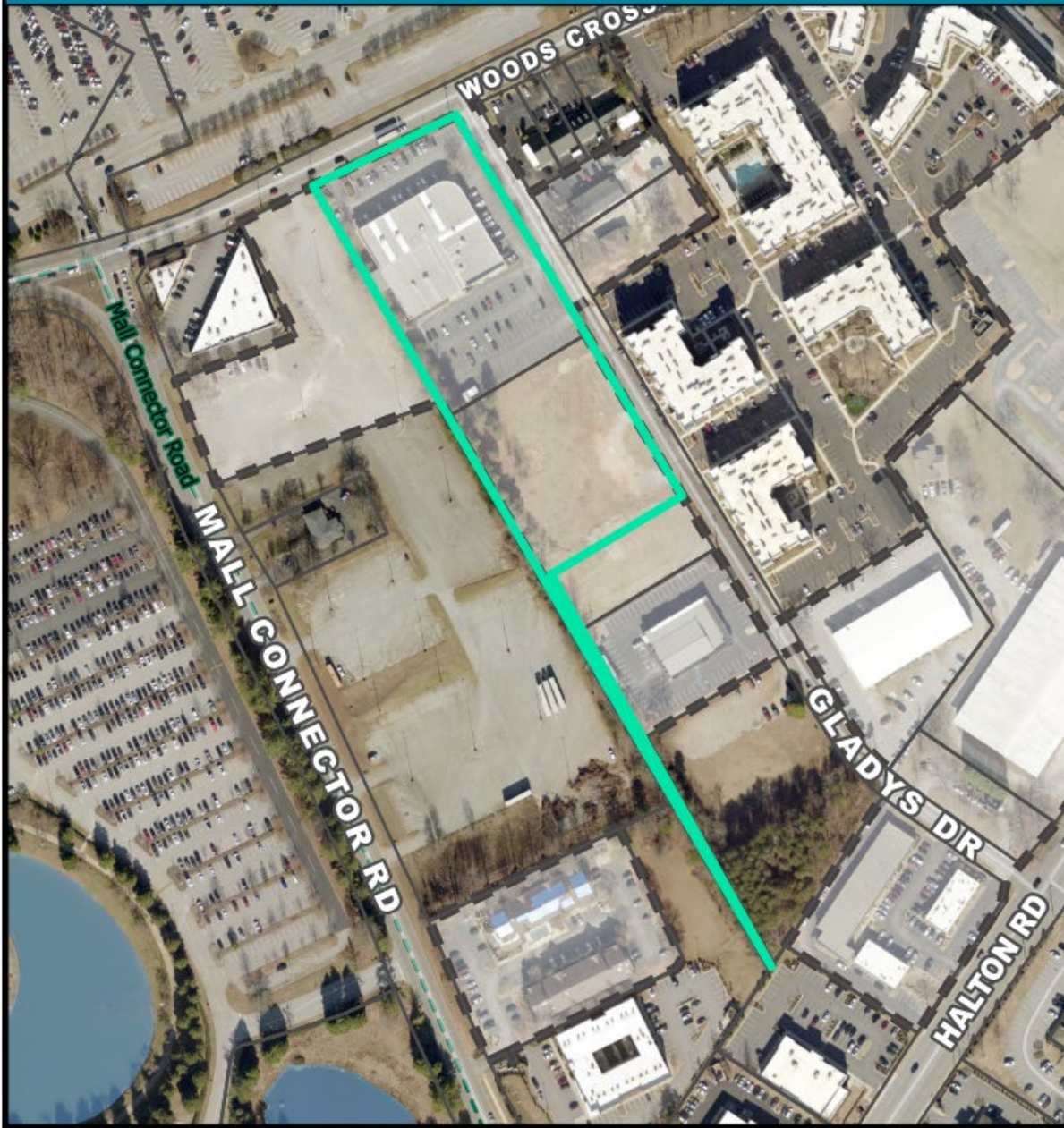
AX-11-2026 | Gladys Drive and Woods Crossing Road

REQUEST

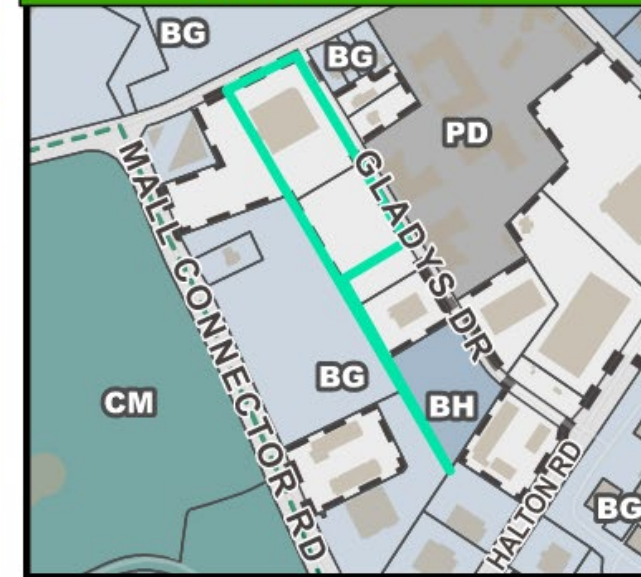
ANNEXATION and REZONE of approximately 4.31 acres located at **8 GLADYS DRIVE AND 1016 WOODS CROSSING ROAD** from S-1, Services district, in Greenville County to BG, Business General District, in the City of Greenville. (TM#s 0260000104900 and 0260000102200)



AERIAL VIEW



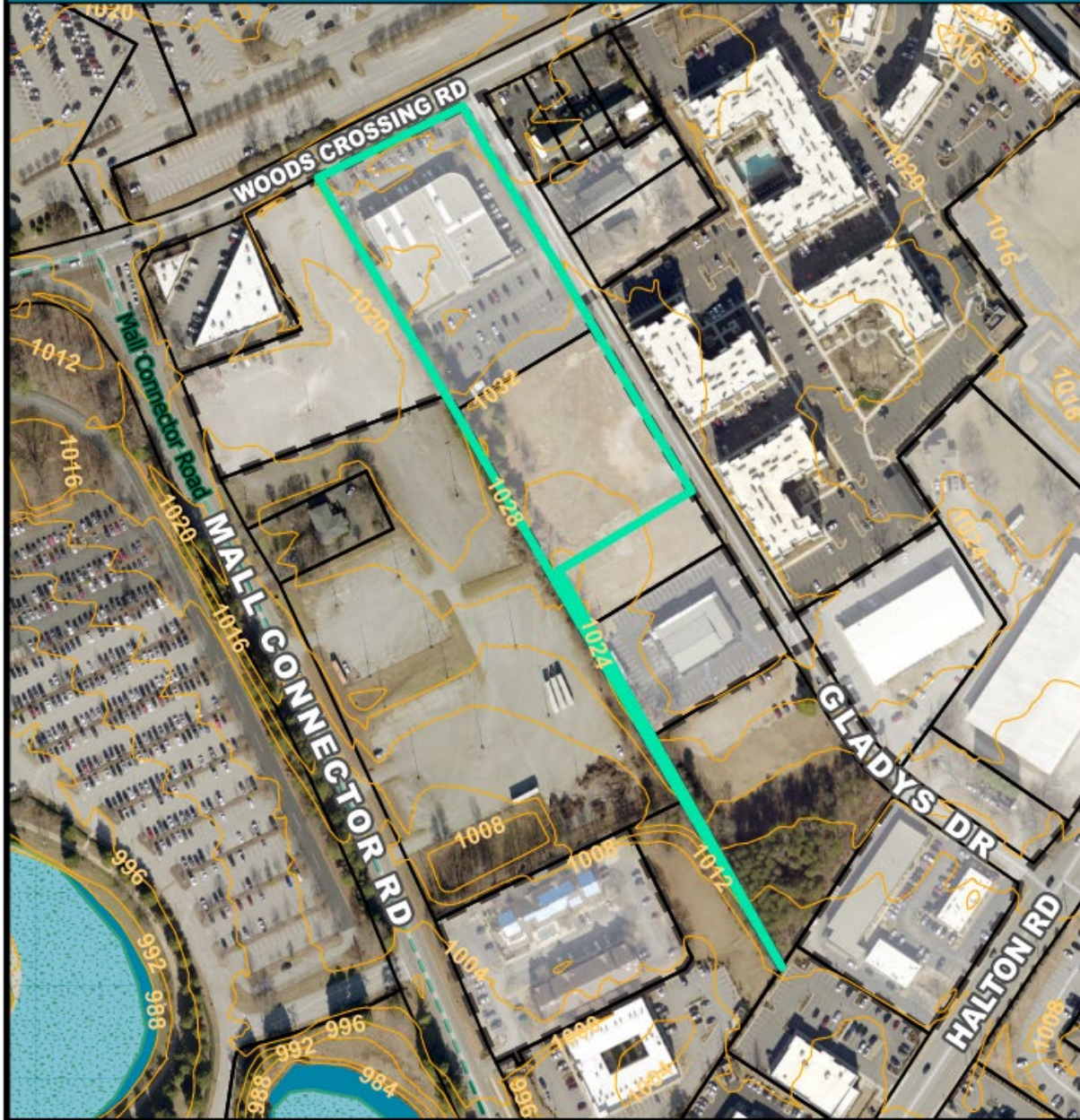
CURRENT ZONING



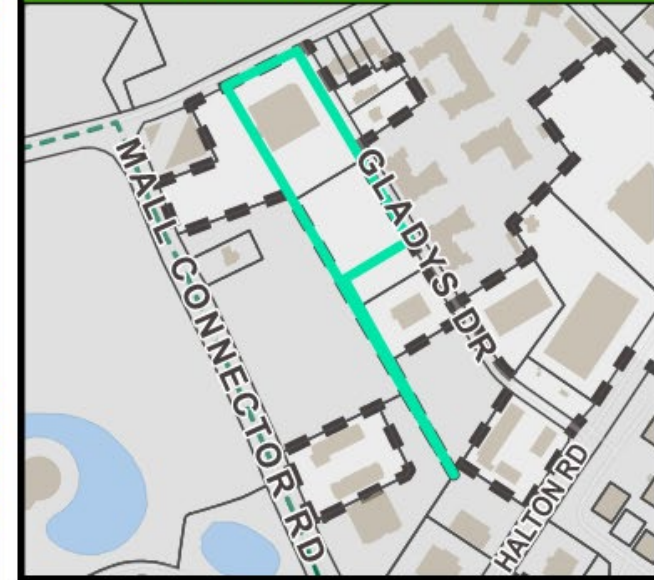
FUTURE LAND USE



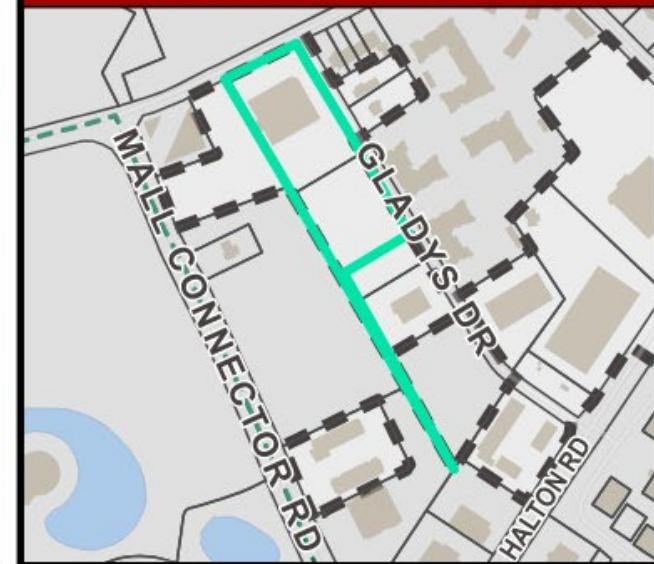
NATURAL / ENVIRONMENTAL FEATURES



SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS



AX-11-2026

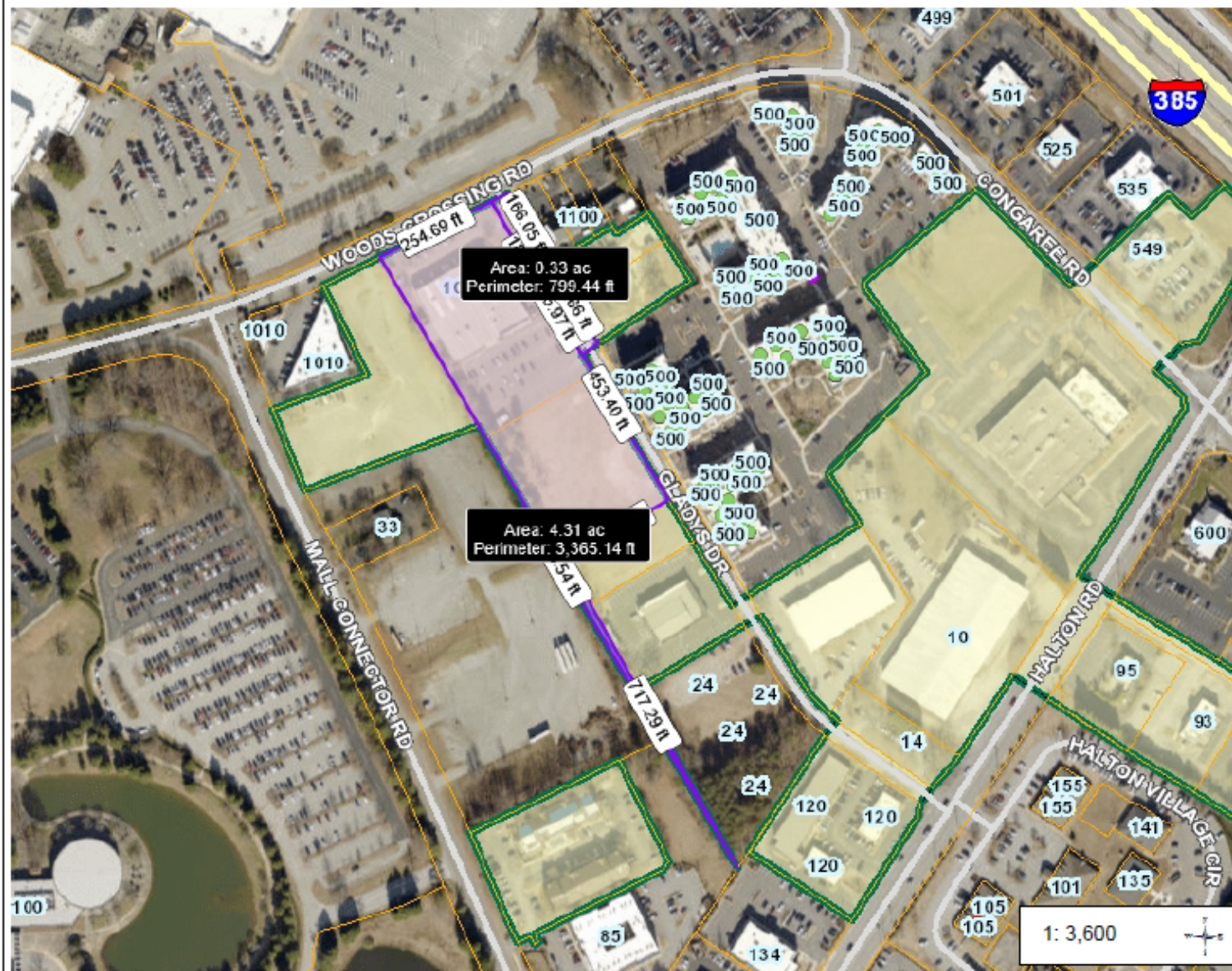
— Planning and Zoning —

- Zoning – BG, Business General District(proposed)
- Overlay Zone – N/A
- Future Land Use – N/A
- Special Emphasis – N/A

— Services —

- Fire – Wade Hampton Fire Department
- Police – City of Greenville Zone 3
- Water – Greenville Water
- Sewer – Metro
- Sanitation – Private
- City Council – District 3 (Gibson)
- Transportation – SCDOT & City





Legend

Address Points

-  Comm/Industrial
 Residential - SFD
 Residential - SFA
 Residential - Multi
 Mixed Use
 Parking Lot or Structure
 School
 City Park
 Under Construction
 Accessory Structure
 Other
 Parcels with Ownership
 City of Greenville Limits
 County Background

Notes

Total area to be annexed: 4.64 acres;
City Council District: 3; County Zoning
District: S-1; City Zoning District: BG

600	0	300	600 Feet
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NAD_1983_HARN_StatePlane_South_Carolina_FIPS_3900_Feet_Intl
© City of Greenville, SC Date Created: 1/20/2026

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AX-11-2026

— Staff Recommendation —

Recommend Approval
of annexation and rezone
to BG for the property.

— Planning Commission Decision —

Recommend approval
of the rezone request to
BG by a vote of 5-0.





REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: Shannon Lavrin, City Manager

Agenda Item No.

11b

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

AGENDA DATE REQUESTED: April 13, 2026

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE TO ANNEX APPROXIMATELY 3.20 ACRES OF REAL PROPERTY ON BUTLER SPRINGS ROAD, CARLINGFORD WAY, AND CAVAN LANE AND 0.41 ACRE OF ADJACENT RIGHT-OF-WAY, AND TO PROVIDE THE ZONING DESIGNATIONS OF RH-D, HOUSE D DISTRICT, AND PK, PARK DISTRICT (TAX MAP NUMBERS 0278000106800, 0278020100300, 0278020100400, 0278020100600, AND 0278020100900) (AX-13-2026)

SUMMARY BACKGROUND:

A proper petition for annexation of contiguous real property consisting of approximately 3.20 acres located on Butler Springs Road, Carlingford Way, and Cavan Lane and 0.41 acre of adjacent right-of-way, together comprising approximately 3.61 acres to be annexed, has been made to the city of Greenville by 100% percent of the freeholders owning 100% percent of the assessed value of the Property in accordance with S.C. Code of Laws Annotated Section 5-3-150(3). An application has been made to the City Planning Commission and City Council to rezone the Property from county zoning designation R-12, Single-family residential district, to city zoning designations RH-D, House D District, and PK, Park District.

The City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning and recommended approval of the application by a vote of 4-0.

Planning Staff Recommendation: Approve

Planning Commission Recommendation: Motion to Approve Passed 4-0

IMPACT IF DENIED:

The Property will not be annexed and rezoned.

FINANCIAL IMPACT:

The Property annexed by this Ordinance shall be subject to the intergovernmental agreements with Metropolitan Sewer Subdistrict d/b/a MetroConnects and the Wade Hampton Fire District according to its terms while it is in effect.

REQUIRED SIGNATURES

Department Director

Signed by:

Michael Friesen

8F11569CFEEA425...

City Attorney

DocuSigned by:

Logan Wells

9DCBC9A981D147E...

Signed by:

Chief Financial Officer

City Manager

Shannon Lavrin

B6D12FA1F89A405...

A N O R D I N A N C E

TO ANNEX APPROXIMATELY 3.20 ACRES OF REAL PROPERTY ON BUTLER SPRINGS ROAD, CARLINGFORD WAY, AND CAVAN LANE AND 0.41 ACRE OF ADJACENT RIGHT-OF-WAY, AND TO PROVIDE THE ZONING DESIGNATIONS OF RH-D, HOUSE D DISTRICT, AND PK, PARK DISTRICT (TAX MAP NUMBERS 0278000106800, 0278020100300, 0278020100400, 0278020100600, AND 0278020100900) (AX-13-2026)

WHEREAS, a proper petition for annexation of contiguous real property consisting of approximately 3.20 acres located on Butler Springs Road, Carlingford Way, and Cavan Lane (Tax Map Numbers 0278000106800, 0278020100300, 0278020100400, 0278020100600, and 0278020100900, respectively) and 0.41 acre of adjacent right-of-way, together comprising approximately 3.61 acres to be annexed (collectively, the "Property"), has been made to the city of Greenville (the "City") by 100% percent of the freeholders owning 100% percent of the assessed value of the Property in accordance with S.C. Code of Laws Annotated Section 5-3-150(3); and

WHEREAS, an application has been made to the City Planning Commission and City Council to rezone the Property from county zoning designation R-12, Single-family residential district, to city zoning designations RH-D, House D District, and PK, Park District; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning and recommended approval of the application by a vote of 4-0; and

WHEREAS, City Council has reviewed the application of the owners and the staff recommendation and has found the proposed zoning designations of RH-D, House D District, and PK, Park District, to be compatible with the GVL2040 Comprehensive 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 in the attached Exhibits A and B, providing the annexation map and property description of Tax Map Numbers 0278000106800, 0278020100300, 0278020100400, 0278020100600, and 0278020100900, respectively. The annexed Property is provided the zoning designation RH-D, House D District, and PK, Park District, as shown in Exhibit C, and shall be included in City Council District 1.

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 Floodplain Management Regulations, as from time to time amended.

The Property annexed by this Ordinance shall be subject to the intergovernmental agreements with Metropolitan Sewer Subdistrict d/b/a MetroConnects and the Wade Hampton Fire District according to their terms while they are in effect.

This Ordinance shall take effect upon second and final reading and shall be effective for the 2026 tax year.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

REVIEWED

CITY MANAGER

EXHIBIT A

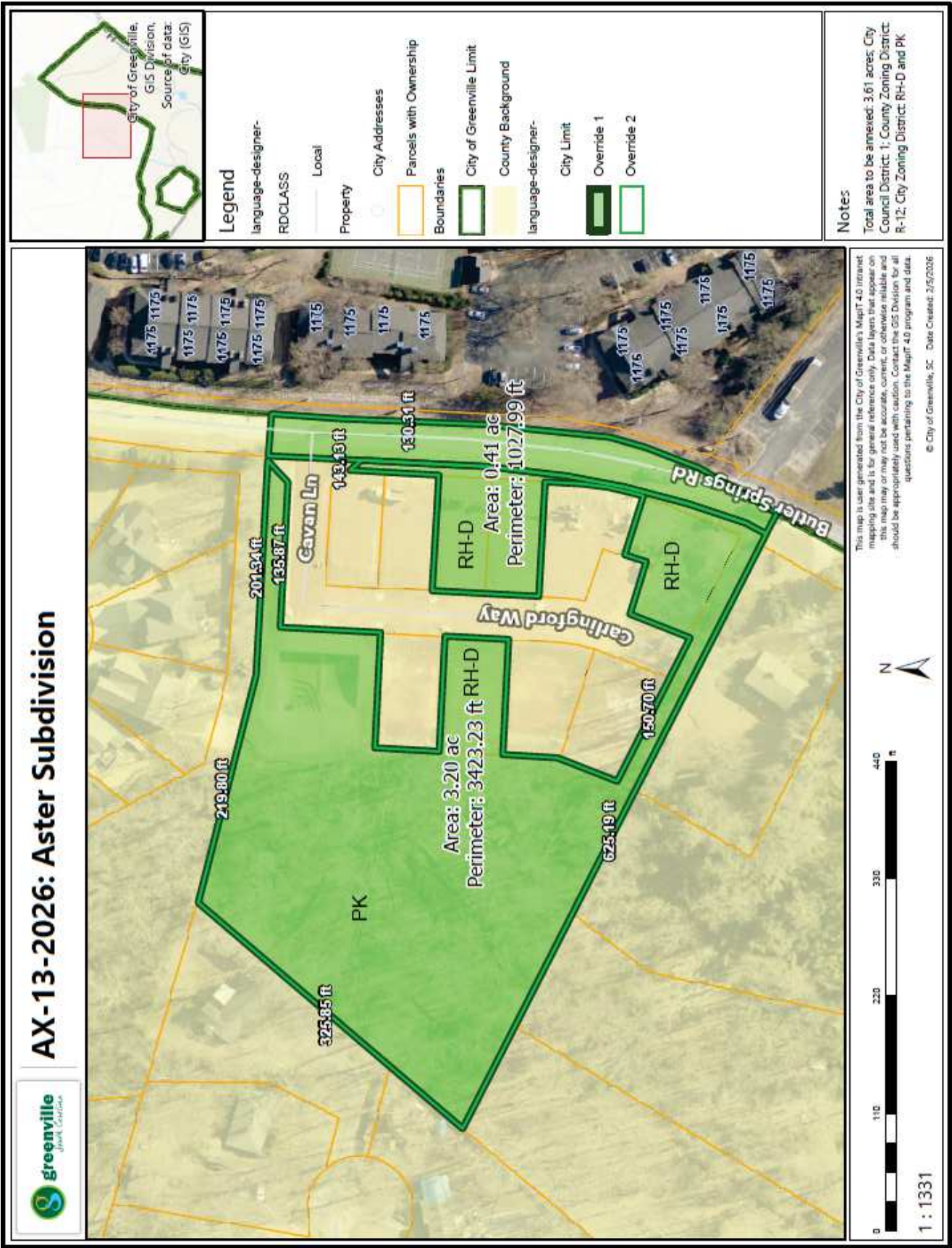


EXHIBIT B**Property Description**

All those certain pieces, parcels or lots of land situate, lying, and being in the County of Greenville, State of South Carolina, being shown on a Plat for Aster Subdivision, prepared by Arbor Land Design, LLC, dated 1/28/2025, and recorded 8/19/2025 in the Register of Deeds Office for Greenville County, SC in Plat Book 1524 at Page 45 and designated as Common Area 1, Common Area 2, and Lots 3, 4, 6, and 9. Reference to said plat is hereby made for a more complete description thereon.

Property Description for Right-of-Way

To include the 0.41 acre of adjacent Butler Springs Road right-of-way as shown within the associated Annexation Map exhibit.

EXHIBIT C

Hudson Pointe			
TMS#	Address	County District	City District
0278000106800	4 Carlingford Way	R-12	PK
0278020100300	7 Carlingford Way	R-12	RH-D
0278020100400	9 Carlingford Way	R-12	RH-D
0278020100600	13 Carlingford Way	R-12	RH-D
0278020100900	8 Carlingford Way	R-12	RH-D



Planning Department

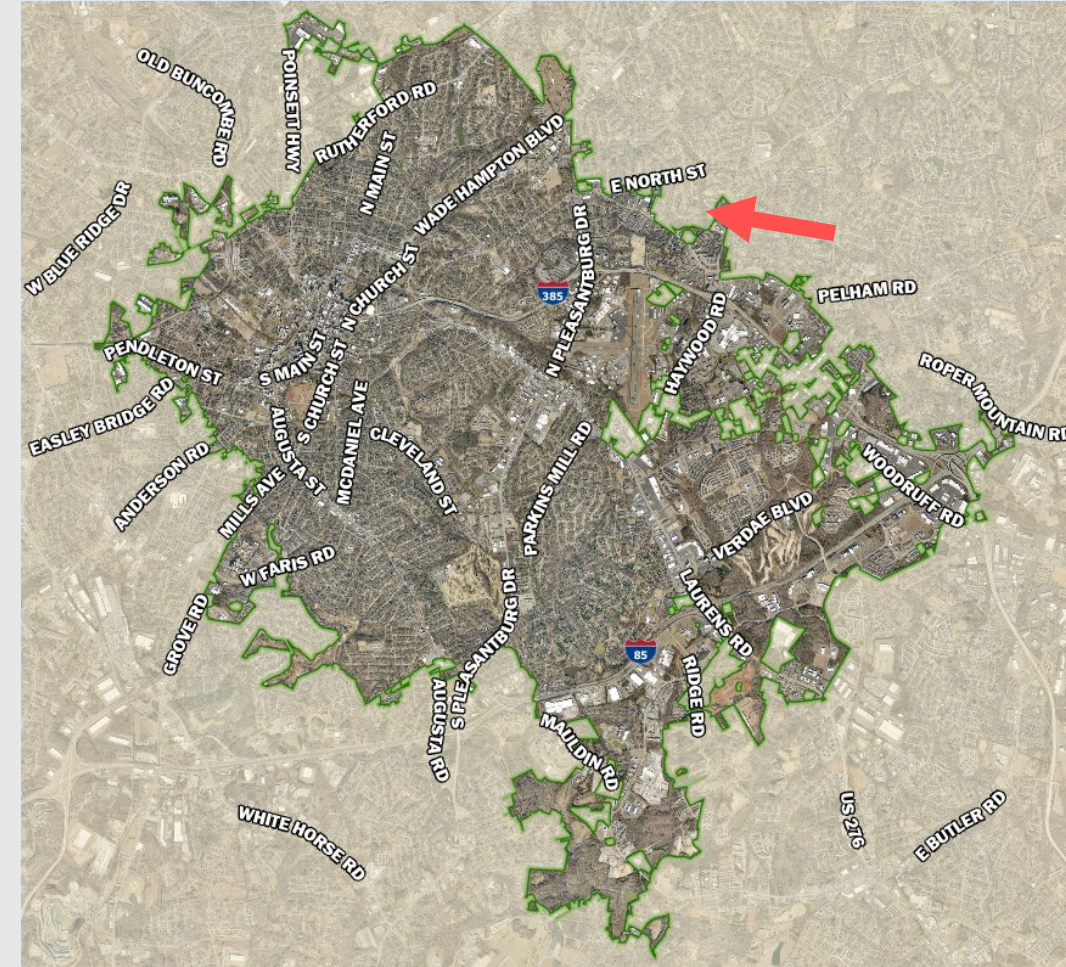
City of Greenville

AX-13-2026
Aster Subdivision

AX-13-2026 | Aster Subdivision

REQUEST

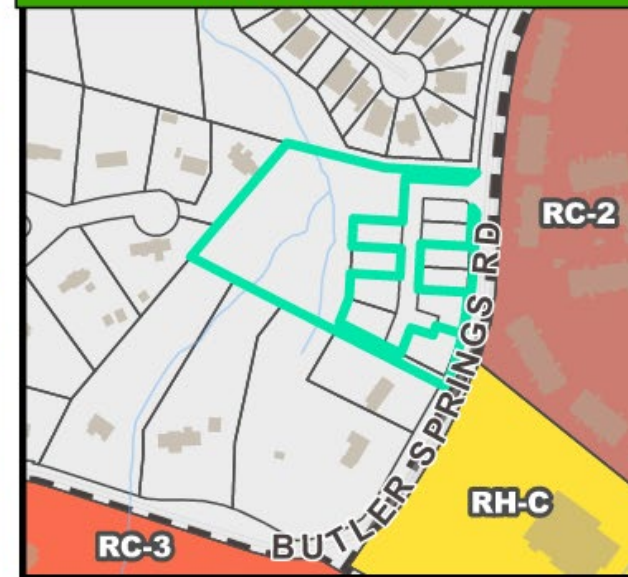
ANNEXATION and **REZONE** of approximately 3.20 acres located on **BUTLER SPRINGS ROAD, CARLINGFORD WAY, AND CAVAN LANE** from R-12, Single-family residential district, in Greenville County to RH-D, House D District, and PK, Park District, in the City of Greenville. (TM# 0278000106800, 0278020100300, 0278020100400, 0278020100600, and 0278020100900)



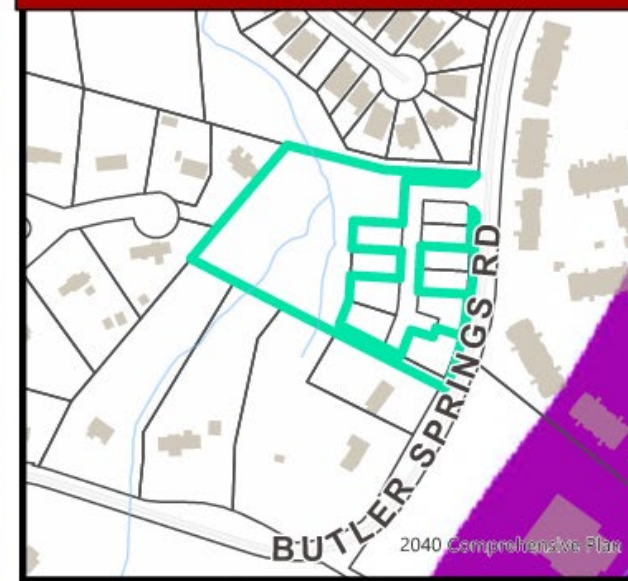
AERIAL VIEW



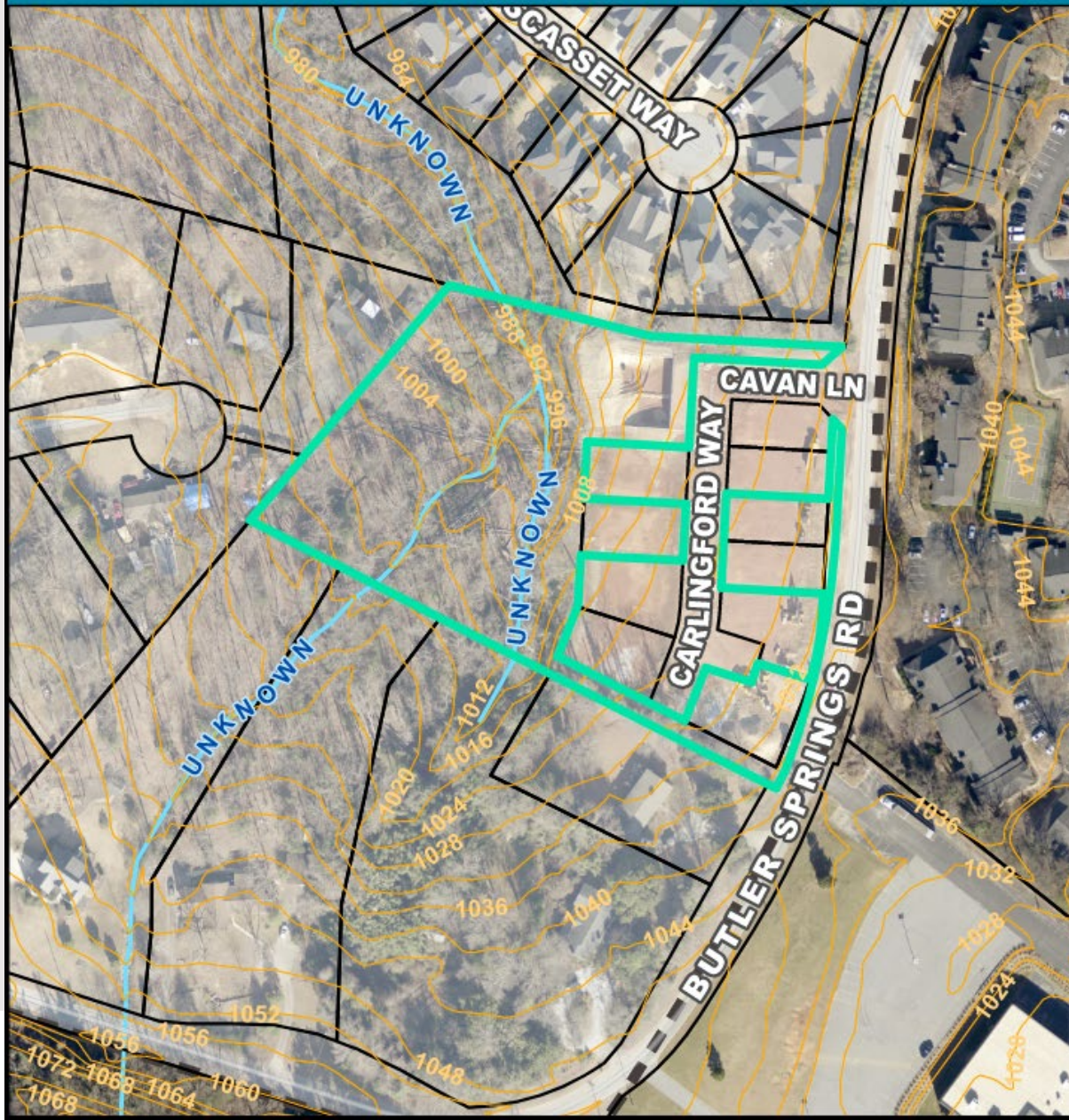
CURRENT ZONING



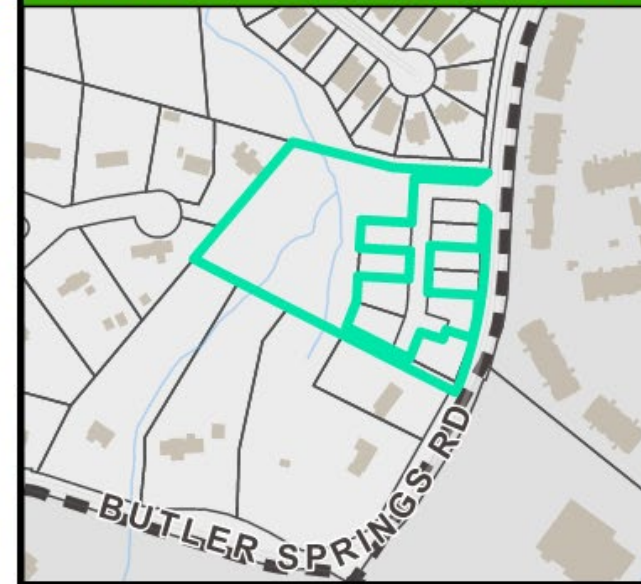
FUTURE LAND USE



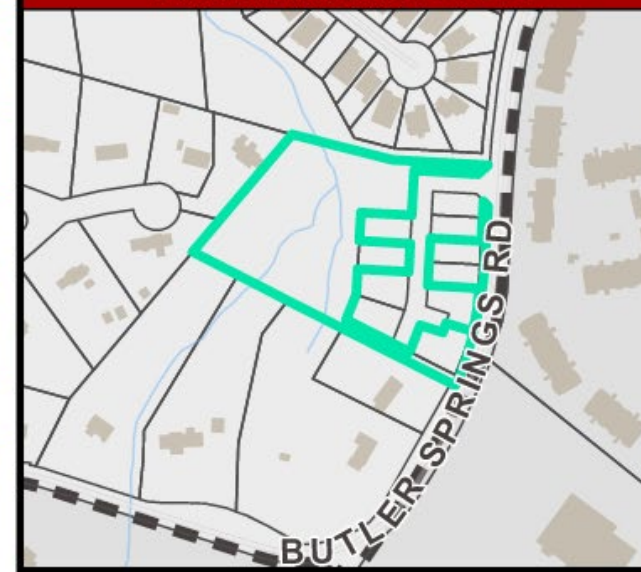
NATURAL / ENVIRONMENTAL FEATURES



SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS



AX-13-2026

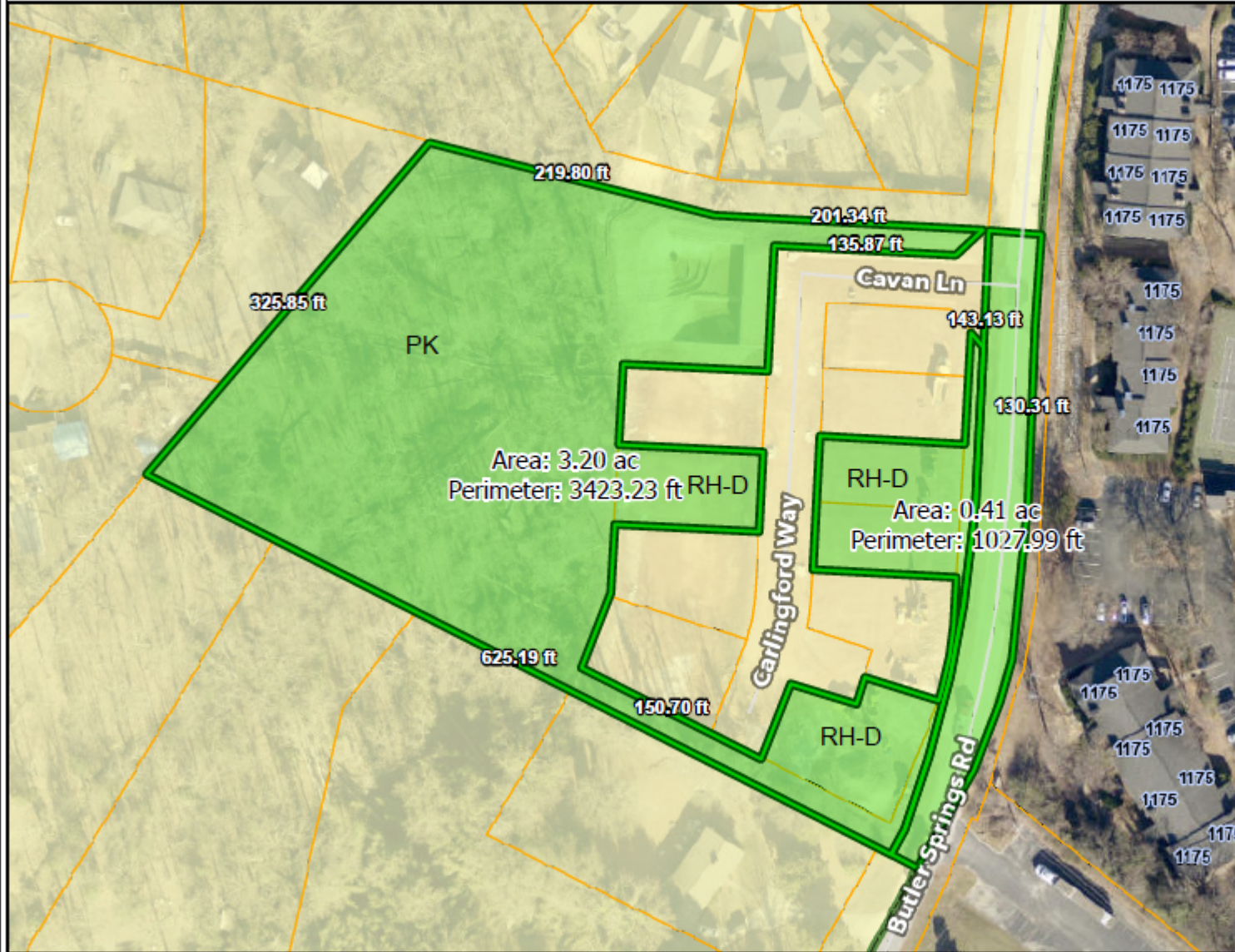
— Planning and Zoning —

- Zoning – RH-D, House D, and PK, Park District (proposed)
- Overlay Zone – N/A
- Future Land Use – N/A
- Special Emphasis – N/A

— Services —

- Fire – Wade Hampton Fire Department
- Police – City of Greenville Zone 2
- Water – Greenville Water
- Sewer – Metro
- Sanitation – Private
- City Council – District 1 (DeWorken)
- Transportation – City





Legend

language-designer-

RDCLASS

Local

Property

City Addresses

Parcels with Ownership

Boundaries

City of Greenville Limit

County Background

language-designer-

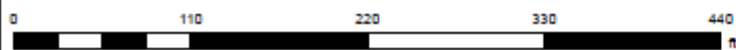
City Limit

Override 1

Override 2

Notes

Total area to be annexed: 3.61 acres; City Council District: 1; County Zoning District: R-12; City Zoning District: RH-D and PK



1 : 1331



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© City of Greenville, SC Date Created: 2/5/2026

AX-13-2026

— Staff Recommendation —

Recommend Approval
of annexation and rezone
to RH-D and PK for the
property.

— Planning Commission Decision —

Recommend approval
of the rezone request to
RH-D and PK by a vote
of 4-0.





REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: Shannon Lavrin, City Manager

Agenda Item No.

11c

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

AGENDA DATE REQUESTED: April 13, 2026

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS SYSTEM REVENUE BONDS OF THE CITY OF GREENVILLE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO

SUMMARY BACKGROUND:

This Ordinance updates the 1997 General Bond Ordinance by revising certain covenants, relocating debt service reserve fund provisions, and adding a Capital Improvement Fund within the waterfall of funds. It does not authorize new Greenville Water System bonds but acknowledges that bonds under the 2021 Series Ordinance may still be issued until that authorization expires at year-end. A new Series Ordinance will be required for debt issuances beyond 2026.

IMPACT IF DENIED:

Greenville Water's Bond Ordinance will remain unchanged.

FINANCIAL IMPACT:

None.

REQUIRED SIGNATURES

Department Director

Signed by:

Patricia Dennis

3F292597F562498...

City Attorney

DocuSigned by:

Logan Wells

9DCBC9A981D147E...

Signed by:

Shannon Lavrin

B6D12FA1F89A405...

Chief Financial Officer

City Manager

Ordinance No. _____

AN ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS SYSTEM REVENUE BONDS OF THE CITY OF GREENVILLE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

GENERAL BOND ORDINANCE
Enacted April 13, 2026

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BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01. Recitals and Statement of Purpose. Incident to the enactment of this ordinance, and the issuance of the bonds provided for herein, the City Council of the City of Greenville, South Carolina (the ***“City Council”***) finds, as a fact, that each of the statements hereinafter set forth is in all respects true and correct.

(A) The City of Greenville, South Carolina (the ***“City”***) is a municipal corporation of the State of South Carolina (the ***“State”***), located in Greenville County, South Carolina and as such possesses all general powers granted by the Constitution of the State of South Carolina, 1895, as amended (the ***“State Constitution”***), and laws of the State to municipal corporations, including the power to operate waterworks systems and to furnish water service for domestic and industrial use both within and without the corporate limits of the City.

(B) Pursuant to the favorable results of an election held in the City on July 2, 1918, the City acquired a waterworks system (the ***“System”***). Since the acquisition of the System, it has been continuously operated and managed by the City through its Commissioners of Public Works (the ***“Commissioners”***), which has had full control and management of the System as provided by Sections 5-31-210 to 5-31-270, Code of Laws of South Carolina, 1976, as now or hereafter amended.

(C) Article X, Section 14 of the State Constitution provides that a political subdivision may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license. Pursuant to Title 6, Chapter 21, Code of Laws of South Carolina, 1976, as amended (the ***“Enabling Act”***), the City may issue revenue bonds to defray the cost of making additions and improvements to the System and refunding the same.

(D) On February 10, 1997, the City Council of the City enacted Ordinance No. 97-8 (the ***“1997 Ordinance”***) authorizing the issuance of revenue bonds payable from the revenues of the System. The following are currently all of the outstanding indebtedness of the System issued pursuant to the 1997 Ordinance, secured by and payable from the revenues of the System:

(i) \$7,567,617 original principal amount State Drinking Water Revolving Loan Fund Loan dated May 6, 2022 (the ***“Series 2022 Bond”***); and

(ii) \$30,000,000 original principal amount State Drinking Water Revolving Loan Fund Loan dated February 23, 2024 (the ***“Series 2024 Bond”*** and together with the Series 2022 Bond, the ***“Prior Bonds”***).

(E) The Commissioners have advised City Council of the need to replace the 1997 Ordinance with this Ordinance in order to modernize the various covenants contained therein. In order to provide a mechanism for the issuance of Bonds to pay a portion of the costs of capital improvements to the System from time to time, the Commissioners have recommended that City Council consider a new ordinance authorizing revenue bonds of the System as contemplated by the Enabling Act.

(F) The holders of the Prior Bonds have consented to the Prior Bonds being governed by the terms, provisions and covenants of this Ordinance. Upon the enactment of this Ordinance, the Prior Bonds will be deemed to be issued hereunder subject to all of the rights, covenants and restrictions of this

Ordinance No. _____

Ordinance and are issued on a parity with Bonds issued hereunder with respect to the portion of the Gross Revenues which secure the Bonds. This Ordinance, once enacted, will replace the 1997 Ordinance.

(G) On the basis of the foregoing it has been determined to enact an Ordinance which authorizes the issuance of bonds.

[End of Article I]

ARTICLE II

DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01. Definition of Ordinance. This ordinance may be hereafter cited and is hereafter sometimes referred to as the Bond Ordinance; such term shall include all ordinances and Series Ordinances supplemental to, or amendatory of, this Bond Ordinance.

Section 2.02. Defined Terms. In the Bond Ordinance, including **Article I** hereof, unless a different meaning clearly appears from the context, the following terms shall have the following respective meanings:

“Accountant” shall mean an independent firm of certified public accountants selected by the Commissioners of suitable standing who audit the books, records, and accounts of the Commissioners.

“Accreted Value” shall mean with respect to any Capital Appreciation Bond an amount equal to the principal amount of such Capital Appreciation Bond (determined on the basis of the principal amount per \$5,000 at maturity thereof) plus the amount, assuming semi-annual compounding of earnings, which would be produced on the investment of such principal amount, beginning on the dated date of such Capital Appreciation Bond and ending at the maturity date thereof, at a yield which, if produced until maturity, will produce \$5,000 at maturity. The accreted value of any Capital Appreciation Bonds shall mean, as of any Valuation Date, the amount set forth for such date in the Series Ordinance authorizing such Capital Appreciation Bonds or in the related Series Resolution, and as of any date other than a Valuation Date, the sum of (a) the Accreted Value of the preceding Valuation Date and (b) the product of (1) a fraction, the numerator of which is the number of days having elapsed from the preceding Valuation Date and the denominator of which is the number of days from such preceding Valuation Date to the next succeeding Valuation Date, and (2) the difference between the Accreted Values for such Valuation Dates.

“Annual Budget” shall mean the budget or amended budget of the Commissioners in effect as provided in or adopted pursuant to **Section 5.01(B)** hereof.

“Annual Principal and Interest Requirement” shall mean, with respect to any Series of Bonds, and in any Fiscal Year, the aggregate of the payments to be made in respect of principal and interest on Outstanding Bonds of such Series during such period, also taking into account:

(a) with respect to Balloon Bonds, the amount of principal which would be payable in such period if such principal were amortized from the date of issuance thereof over a period of 30 years (or, if the term thereof exceeds 30 years, over a period equal to such term) on a level debt service basis at an interest rate equal to the rate borne by such Bonds on the date calculated, except that if the date of calculation is within 12 months of the actual maturity of such Bonds, the full amount of principal payable at maturity shall be included in such calculation;

(b) with respect to Outstanding Variable Rate Bonds, the interest on such Bonds shall be calculated at a fixed rate equal to the highest variable rate borne by Outstanding Variable Rate Bonds during the preceding Fiscal Year and with respect to Variable Rate Bonds proposed to be issued, both Outstanding as well as the Variable Rate Bonds proposed to be issued, shall be calculated at a fixed rate equal to the most recent Bond Buyer Revenue Bond Index preceding the date of sale of such Variable Rate Bonds, or if such index is no longer published, of a comparable index, as selected by the Commissioners. There shall be included in this definition the principal and interest portions of the Accreted Value of Capital Appreciation Bonds becoming due at maturity or by virtue of redemption requirements applicable thereafter;

(c) with respect to any credit facility securing any Bonds, to the extent that such credit facility has been used or drawn upon, the principal and interest relating to such credit facility shall be included in the Annual Principal and Interest Requirement; and

(d) with respect to any Hedge Bonds, the interest on such Bonds shall be calculated based on the payment liability of the City with respect to the Hedge Bonds (a) net of any amounts to be provided pursuant to any hedging vehicle or contract executed in connection with such Hedge Bonds and (b) taking into account any additional debt security which was executed in connection with such Hedge Bonds;

provided, however, that there shall be excluded from the determination of Annual Principal and Interest Requirement any termination payment with respect to any Hedge Bonds which payments shall be subordinate to the Bonds, interest on any Bonds to the extent the same is provided from the proceeds of the Bonds and, for purposes of **Section 5.01(B)** hereof, principal of Balloon Bonds shall be excluded from any calculation made more than 12 months prior to the actual maturity of such Bonds.

“Authorized Investments” shall mean those investments described in Section 6-5-10, Code of Laws of South Carolina, 1976, as now or hereafter amended, and shall also include the South Carolina Investment Fund established at Sections 6-6-10 to 6-6-40, Code of Laws of South Carolina, 1976, as now or hereafter amended.

“Authorized Officer” shall mean the Mayor or the City Manager of the City or the Chairman, Vice-Chairman or Secretary of the Commissioners or the Chief Executive Officer of the System or such other person designated to act in such capacity by written certificate of the City Manager delivered to the Trustee.

“Balloon Bonds” shall mean any Series of Bonds 25% or more of the principal payments of which are due in a single year, which portion of the principal is not required by the Series Ordinance pursuant to which such Series of Bonds is issued to be amortized by payment or redemption prior to such date.

“Beneficial Owner” shall mean, whenever used with respect to a Series of Bond, the person in whose name a Bond of such Series is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person’s subrogee.

“Bond Payment Date” shall mean such dates as shall be prescribed or provided for by any applicable Series Ordinance or Series Resolution on which interest and/or principal shall be payable on any of the Bonds according to their respective terms.

“Bond Payment Fund” shall mean the fund created by **Section 7.04** hereof.

“Bondholders” or ***“Holder,”*** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond.

“Bonds” shall mean, collectively, the Prior Bonds and any other indebtedness obligations, including indebtedness or obligations entered into under the provisions of long-term contracts payable from the revenues of the System pledged pursuant to **Section 4.18** hereof issued in accordance with the provisions of the Bond Ordinance. The term Bonds does not include Junior Lien Bonds or Special Facilities Bonds.

“Business Day” shall mean any day other than (i) a Saturday or a Sunday, (ii) a day on which banking institutions in the State or in New York, New York, or the city in which the designated corporate trust office of the Trustee or the custodian, as applicable, are authorized or required by law to close, (iii) a

day on which the New York Stock Exchange is closed, or (iv) a day on which the payment system of the Federal Reserve Bank is not operational.

“Capital Appreciation Bonds” shall mean any Bonds as to which interest is payable only at the maturity or prior redemption of such Bonds. For the purposes of (i) receiving payment of the redemption price of a Capital Appreciation Bond that is redeemed prior to maturity, (ii) receiving payment of a Capital Appreciation Bond if the principal of all Bonds is declared immediately due and payable following an Event of Default as provided in **Section 14.01** hereof, or (iii) computing the principal amount of Bonds held by the Holder of a Capital Appreciation Bond in giving any notice, consent, request or demand pursuant to this Ordinance for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

“Capital Improvement Fund” shall mean the fund designed to provide for capital improvements for the System, as established by the provisions of **Section 7.08** hereof.

“City” shall mean the City of Greenville, South Carolina.

“City Council” shall mean the City Council of the City of Greenville, the governing body of the City.

“City Manager” shall mean the City Manager of the City. The term shall include the Acting City Manager, Interim City Manager or Deputy or Assistant City Manager whenever, by reason of absence, illness or other reason, the person who is the City Manager is unable or unwilling to act.

“Clerk” shall mean the Clerk of the City. The term shall include the Acting Clerk, Interim Clerk or Deputy or Assistant Clerk whenever, by reason of absence, illness or other reason, the person who is the Clerk is unable or unwilling to act.

“Code” shall mean the Internal Revenue Code of 1986, as the same may from time to time be amended, and the Treasury Regulations issued thereunder, in each case, as from time to time in force.

“Commissioners” shall mean the Commissioners of Public Works of the City of Greenville, South Carolina.

“Consulting Engineers” shall mean any independent firm of consulting engineers selected by the Commissioners having a national reputation for skill and experience in utility financing and rate design, and the design and operation of water facilities.

“Date of Issue” shall mean that date established or provided for in any Series Ordinance or Series Resolution from which interest shall accrue on the Bonds of the applicable Series.

“Debt Service Fund” shall mean the fund herein so designated to provide for the payment of the principal of and interest on all Bonds issued pursuant to the Bond Ordinance, as the same respectively fall due, and as established by the provisions of **Section 7.05** hereof.

“Debt Service Reserve Fund” shall mean, with respect to the Bonds of any Series, the fund, if any, so designated and designed to insure the timely payment of the principal of and interest on all Bonds of such Series and to provide for the redemption of such Bonds prior to their stated maturity, as established by the provisions of the Series Ordinance providing for the issuance of such Bonds.

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“Depreciation and Contingent Fund” shall mean the fund designed to provide for contingencies, the replacement of depreciated or obsolete parts of the System and for improvements, betterments and extensions of the System, as established by the provisions of **Section 7.07** hereof.

“DTC” shall mean The Depository Trust Company and its successors and assigns.

“Enabling Act” shall mean Title 6, Chapter 21, Code of Laws of South Carolina, 1976, as amended, and all other statutory authorizations, as now or hereafter amended, authorizing and enabling the City to enact this Bond Ordinance.

“Fiscal Year” shall mean the period of 12 calendar months, beginning on January 1 of each year, and ending on December 31 of the same calendar year unless the same shall have been changed by the Commissioners pursuant to the authorization of **Section 3.01** hereof.

“General Revenue Fund” shall mean the account or accounts which shall be established and maintained by the Commissioners in such fashion as to adequately reflect all of the receipts and revenues derived from the operation of the System and all interest and other income earned by the Commissioners, as established by the provisions of **Section 7.02** hereof.

“Government Obligations” shall mean (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United States of the America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America), or (c) obligations bearing interest which is excludable from gross income for federal income tax purposes and which are secured by obligations described in (a), which obligations, in the case of (a), (b) and (c), are held in the name of the Trustee and are not subject to prepayment prior to maturity at the option of anyone other than the owner thereof and, in the case of (c), are not subject to prepayment prior to maturity at the option of anyone other than the owner thereof or for which irrevocable instructions to redeem have been given. Governmental Obligations shall also include Certificates of Accrual on United States Treasury Securities or United States Treasury Income Growth Receipts or other fully secured similar escrow certificates on obligations described in (a), including, without limitation, zero coupon or similar accrual certificates.

“Gross Revenues” or ***“Gross Revenues of the System”*** shall mean:

- (a) all receipts and revenues derived from the operation of the System,
- (b) all proceeds from the sale or other disposition of any property owned directly or beneficially by the System,
- (c) all interest and other income received directly or indirectly by the Commissioners which results from the ownership of the System, and
- (d) all other unencumbered money to which the Commissioners may become entitled from any source whatsoever which results from the ownership of the System.

Gross Revenues does not include Bond proceeds or their respective interest earnings.

“Hedge Bonds” shall mean Bonds which involve the issuance of securities which carry either a fixed or a variable rate together with the execution of a hedging vehicle, contract or additional debt security for the purpose of establishing a different fixed or variable rate payment liability with respect to such Bonds. The party with which the City or the Commissioners contracts shall be in either of the two highest credit quality categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) by either S&P Global Ratings or Moody’s Investors Service, Inc. or, upon the discontinuance of either or both of such services, any other nationally recognized rating service.

“Independent Consultant” shall mean an independent professional consultant having the skill and experience necessary to provide the particular certificate, report or approval required by the provision of the Bond Ordinance or any Series Ordinance in which such requirement appears including without limitation a Consulting Engineer and an Accountant.

“Junior Lien Bonds” shall mean any revenue bonds or other obligations issued by the City which are secured by a pledge of the revenues of the System which are junior and subordinate in all respects to the pledge of the revenues made to secure Bonds.

“Maximum Annual Principal and Interest Requirements” shall mean the maximum combined Annual Principal and Interest Requirements for Bonds for the then current or any succeeding Fiscal Year.

“Mayor” shall mean the Mayor of the City. The term shall include the Acting Mayor, Interim Mayor or the Mayor Pro Tempore whenever, by reason of absence, illness or other reason, the person who is the Mayor is unable or unwilling to act.

“Net Earnings” shall mean for the period in question, the net income of the System, determined in accordance with then generally accepted accounting principles, but whether or not generally accepted accounting principles so require:

(a) revenue derived from service fees (including connection and tap fees, installation and service fees, availability fees, impact fees, capacity fees, system improvement fees and any other fees established by the Commissioners applicable to the System) shall be included in income;

(b) investment income not restricted to a purpose inconsistent with the payment of operating expenses or debt service shall be included in income;

(c) amounts received from service contracts or agreements in support of debt service shall be included in income;

(d) there shall be excluded from the calculation made to determine Net Earnings:

(i) gains on the sale or other disposition of investments or fixed or capital assets, which do not result from the ordinary course of business,

(ii) investment income restricted to a purpose inconsistent with the payment of operating expenses or debt service including (whether or not so restricted) interest earned on any construction fund or construction account created with the proceeds of borrowing pursuant to this Bond Ordinance,

(iii) any amounts received by way of government grants other than such grants which are specifically designated for operating purposes, and

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- (iv) any cumulative effect of change in method for adopting any new accounting pronouncement as required by any accounting standards setting body, and
- (e) there shall be added back to such net income for the calculation made to determine Net Earnings:
 - (i) losses on the sale or other disposition of investments or fixed or capital assets which do not result from the ordinary course of business,
 - (ii) depreciation and amortization allowances,
 - (iii) amounts paid as interest on Bonds,
 - (iv) the amortization of financing expenses, underwriting discounts, call premiums, gains or losses on the extinguishment of debt due to the refinancing or retirement of the same, and other related or incidental nonrecurring expenses resulting from the issuance, refinancing or retirement of Bonds, and
 - (v) any cumulative effect of change in method for adopting any new accounting pronouncement as required by any accounting standards setting body.

“Nominee” shall mean the nominee of the Securities Depository which shall be the Holder of the Bonds while held under a book-entry only system and any successor appointed by the Securities Depository. The initial Nominee shall be Cede & Co.

“Operation and Maintenance Expenses” all expenses incurred in connection with the administration and the operation of the System, including, without limiting the generality of the foregoing, such expenses as may be reasonably necessary to preserve the System in good repair and working order, principal and interest payments with respect to lease financing arrangements under **Section 6.03** hereof, the fees and charges of the Trustee and the custodian or trustee of any fund, the costs of audits required under the Bond Ordinance, the costs of computation and payment of any arbitrage rebate, the premiums for all insurance and fidelity bonds required hereunder, salaries, wages, and any payments authorized by the Commissioners under any retirement or other plan authorized by law and adopted by the Commissioners for the benefit of its employees, and excluding expenses for extending or enlarging the System or for other purposes generally defined by public utility accountants as capital additions.

“Outstanding,” when used with reference to the Bonds, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered under this Ordinance and any Series Ordinance except:

- (a) Bonds cancelled at or prior to such date;
- (b) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered;
- (c) Bonds deemed to have been paid as provided in **Article XVI** hereof; and
- (d) for purposes of any consent or other action to be taken by the holders of a specified percentage of Bonds, Bonds held by, or for the account of the City or the Commissioners, or by any person controlling, controlled by, or under common control with the City or the Commissioners.

“Participants” shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Record Date” shall mean the fifteenth day of the month immediately preceding each Bond Payment Date (or such other time or times as shall be prescribed by any applicable Series Ordinance or Series Resolution).

“Registrar” shall mean the Trustee or any other bank, trust company, or banking association which is authorized by the Commissioners to maintain an accurate list of those who from time to time shall be the Holders of Bonds of a particular Series and shall effect the transfer of such Bonds in accordance with the provisions of the Bond Ordinance and having the duties, responsibilities, and rights provided for in the Bond Ordinance, any Series Ordinance or any Series Resolution, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to the Bond Ordinance.

“Representations Letter” shall mean the Letter of Representations from the City, the Commissioners and the Trustee to DTC, with respect to a Series of Bonds, which shall be deemed to be a part of this Bond Ordinance and shall be the binding obligation of the City, the Commissioners and the Trustee.

“Reserve Requirement” shall mean, with respect to the Debt Service Reserve Fund, if any, established for the Bonds of any Series, the amount required to be on deposit in such Fund as provided by the Series Ordinance or Series Resolution pursuant to which the Bonds of such Series were issued.

“Securities Depository” shall mean the administrator of the book-entry only system for the Bonds, as further described in this Bond Ordinance and any successor appointed as provided in this Bond Ordinance. The initial Securities Depository shall be DTC.

“Series” shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest or other provisions.

“Series Ordinance” shall mean an ordinance of City Council authorizing the issuance of one or more Series of Bonds pursuant to the Bond Ordinance in accordance with the terms and provisions hereof, enacted by the City Council in accordance with **Sections 4.01 (A) and (B)** hereof. The term “Series Ordinance” also includes Ordinance No. 2021-71 (the ***“2021 Series Ordinance”***) enacted by the City Council on November 8, 2021, which authorized the issuance of not exceeding \$175,555,000 in aggregate principal amount of the City’s Waterworks System Refunding and/or Improvement Revenue Bonds. The provisions of the 2021 Series Ordinance are deemed to have satisfied the requirements of a Series Ordinance hereunder. Any Bonds to be issued under the 2021 Series Ordinance, including the Prior Bonds, will be governed by the terms hereof.

“Series Resolution” shall mean a resolution of the Commissioners relating to the issuance of one or more Series of Bonds adopted pursuant to the authorization of the Bond Ordinance and the applicable Series Ordinance.

“Special Facilities Bonds” shall mean those obligations described in and issued in accordance with **Section 6.02** hereof.

“State” shall mean the State of South Carolina.

“System” shall mean the Waterworks System of the City as the same is now constituted, all property real and personal, used and useful therefor, all apparatus and equipment used in connection therewith, and all acquisitions, replacements, enlargements, improvements, extensions, additions and betterments that may be made thereto at any time hereafter; provided that the term “System” shall not include facilities acquired or constructed with the proceeds of Special Facilities Bonds issued to finance such facilities during the time any such Special Facilities Bonds are outstanding.

“Trustee” shall mean U.S. Bank Trust Company, National Association serving as Trustee pursuant to the Bond Ordinance and which shall have such other duties, privileges and functions as are set forth herein and shall include any successor Trustee appointed in accordance herewith.

“Valuation Date,” with respect to any Capital Appreciation Bonds, shall have the meaning ascribed to such term in the Series Ordinance or Series Resolution authorizing the issuance of such Capital Appreciation Bonds.

“Variable Rate Bonds” shall mean any portion of any Series of Bonds the interest on which is not established at the time of issuance at a fixed or constant rate until its maturity.

Section 2.03. Interpretations. In the Bond Ordinance, unless the contract otherwise requires:

(A) Articles, Sections and Paragraphs referred to by number shall mean the corresponding Articles, Sections and Paragraphs of the Bond Ordinance.

(B) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or their legal entities, including public bodies, as well as natural persons.

(C) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in the Bond Ordinance refer to the Bond Ordinance or Sections or Paragraphs of the Bond Ordinance and the term “hereafter” shall mean any date after the date of enactment of this Bond Ordinance.

(D) Reference to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity and by mandatory redemption pursuant to any sinking fund payment obligations.

(E) Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of the Bond Ordinance, even though such Authorized Investment in which money is invested pursuant to the provisions of the Bond Ordinance is evidenced by a book entry or similar record of investment.

[End of Article II]

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ARTICLE III

FISCAL YEAR

Section 3.01. Establishment and Modification of Fiscal Year. The System shall continue to be operated on a Fiscal Year basis, which, until changed, shall commence on the 1st day of January of each year and shall end on the 31st day of December of the same calendar year. The Commissioners may by resolution, duly adopted, change the Fiscal Year from that now existing to a different 12 month period.

[End of Article III]

ARTICLE IV

THE BONDS

Section 4.01. Authorization for Bonds in Series.

(A) From time to time and for the purpose of:

(1) Obtaining funds for (i) the expansion, improvement, repair and replacement of the System, including the acquisition of equipment for the use of the System and the acquisition of existing water systems and related infrastructure, and (ii) the reimbursement of funds previously expended for such purposes;

(2) Providing funds for the payment of any bond anticipation note or notes that may have been issued in anticipation of the issuance and sale of Bonds;

(3) Refunding Bonds or other obligations issued to provide land or facilities which are or are to become a part of the System or which are or were payable in whole or in part from revenues of the System;

(4) Providing funds for the payment of interest due on such Bonds;

(5) Funding, in whole or in part, a Debt Service Reserve Fund for the Bonds of any Series which may have such a Fund or restoring the value of the cash and securities in a Debt Service Reserve Fund to the amount equal to its Reserve Requirement; and

(6) Paying the costs of issuance of Bonds, including any credit enhancement therefor;

but subject to the terms, limitations and conditions herein, the City may authorize the issuance of a Series of Bonds by the enactment of a Series Ordinance, and the Bonds of any such Series may be issued and delivered upon compliance with the provisions of this **Article IV**. The Bonds of each series shall be issued in fully registered form, without coupons. The Bonds shall, in addition to the title “City of Greenville, South Carolina, Waterworks System Revenue Bonds,” bear a letter or number Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued. Bonds of any Series may be authorized to be issued in the form of serial Bonds or term Bonds, with or without mandatory sinking fund payments, or both.

(B) Each Series Ordinance shall include a statement to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended for a purpose or purposes permitted by **Section 4.01(A)** hereof. Each Series Ordinance may authorize the Commissioners to adopt a Series Resolution taking the action prescribed in subsection (C) below. In addition each Series Ordinance shall specify and determine or provide for the determination of, as the case may be:

(1) The Date of Issue of such Series of Bonds;

(2) The maximum authorized principal amount of such Series of Bonds, and the officials authorized to make such determination;

(3) The date upon which the final payment of such Series of Bonds may be made, but which date may be advanced by the Series Resolution adopted by the Commissioners;

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(4) The purposes for which such Series of Bonds is being issued, which shall be to provide funds for the purposes authorized by the Act and the Bond Ordinance:

(5) Whether such Series of Bonds shall be issued as serial bonds, term bonds or a combination of the two;

(6) The title and designation of the Bonds of such Series;

(7) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;

(8) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application;

(9) That a Construction Fund be established if the proceeds of the Bonds of any Series are intended to be used for the expansion or improvement of the System; and

(10) Any other provisions not in conflict with or in substitution for the provisions of the Bond Ordinance.

(C) Each Series Resolution shall express the approval of the Commissioners to the issuance of the particular Series of Bonds and shall express the agreement of the Commissioners to abide by all of the terms, provisions and agreement set forth in the Series Ordinance. In addition, it may, if so permitted by the Series Ordinance, specify and determine:

(1) The precise principal amount of the Series of Bonds;

(2) The specific purpose for which the proceeds of such Series will be used;

(3) The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

(4) The form or forms for the Bonds of such Series;

(5) The date or dates of maturity and the amounts thereof and the issue date of the Bonds of such Series;

(6) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series;

(7) The time for the payment of interest on the Bonds in such Series and the Record Date;

(8) The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments;

(9) The Registrar for such Bonds if other than the Trustee;

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(10) The portion of such Series that are serial Bonds and that are term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds;

(11) Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;

(12) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;

(13) Whether there shall be established a Debt Service Reserve Fund to secure the payment of such Series of Bonds and, if so, the Reserve Requirement therefor and the manner of funding thereof;

(14) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and

(15) Any other provisions deemed advisable by the Commissioners not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

Section 4.02. Conditions to Issuance of Bonds of a Series.

(A) All Bonds shall be issued in compliance with the following provisions of this **Section 4.02**:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on such dates and in the years and amounts prescribed or approved by the Series Resolution;

(2) Bonds shall bear interest at the rates and on the occasions prescribed by the Series Ordinance or the Series Resolution;

(3) Bonds shall be issued for a purpose or purposes set forth in **Section 4.01(A)(1), (2), (3), (4) or (5)** hereof;

(4) There shall exist, on the occasion of the issuance of the Bonds, no default in the payment of the principal of or interest on any Bonds or Junior Lien Bonds then Outstanding;

(5) There shall exist, on the occasion of the issuance of the Bonds, no default in the payments required to be made in **Section 8.03** hereof;

(6) There shall be on deposit in each Debt Service Reserve Fund established pursuant to any Series Ordinance the amount then required to be on deposit therein by the provisions of such Series Ordinance or applicable Series Resolution;

(7) All amounts owing under a reimbursement agreement with any provider of a surety bond, insurance policy or letter of credit as provided under any Series Ordinance or applicable Series Resolution shall have been paid; and

(8) Except in the case of the first Series of Bonds issued pursuant to this Bond Ordinance or Bonds issued for the purpose of refunding any Bonds:

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(a) Net Earnings for the most recent Fiscal Year for which audited financial statements of the System are completed, as evidenced in a certificate of an Authorized Officer of the Commissioners, shall not be less than 125% of the Maximum Annual Principal and Interest Requirements of all Bonds Outstanding and on such proposed Series of Bonds to be issued; or

(b) for each of the three Fiscal Years following the later of the date of delivery of the proposed Series of Bonds, or the period, if any, for which interest is funded from the proceeds of such Series of Bonds, Net Earnings, as has been forecasted by an Authorized Officer of the Commissioners, taking into account such circumstances and factors as he finds appropriate including, without limitation, rate adjustments or acquisitions or improvements to expand the System, shall not be less than 125% of the Maximum Annual Principal and Interest Requirements of all Bonds Outstanding and on such proposed Series of Bonds to be issued.

(B) In the case of Bonds issued for the purpose of refunding any Bonds either:

(1) The amount required in each Fiscal Year to pay the installments of principal of and interest on the refunding Bonds shall not exceed one hundred five percent (105%) of the amount of principal and interest scheduled to become due on the refunded Bonds for such Fiscal Year, until a Fiscal Year subsequent to the last maturity of any Bonds not refunded and which remain Outstanding following the issuance of the refunding Bonds; or

(2) The earnings tests prescribed by either **Section 4.02(A)(8)(a)** or **Section 4.02(A)(8)(b)** shall be complied with; or

(3) An overall net present value savings results from the issuance of the refunding Bonds.

Section 4.03. Reliance Upon Certificates Establishing Net Earnings. Each of the City, the Commissioners, and any purchaser of any Bonds shall be entitled to rely upon reports of Accountants and the reports of the Consulting Engineers, made in good faith, pursuant to any provision of this **Article IV**.

Section 4.04. Execution of Bonds.

(A) Unless otherwise prescribed by any Series Ordinance, the Bonds shall be executed in the name of and on behalf of the City by an Authorized Officer and the same shall be attested by the Clerk or an Authorized Officer who is not also executing the Bonds. Such officers may employ facsimiles of their signatures.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signatures or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

Section 4.05. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Trustee shall be entitled to any right or benefit under the Bond Ordinance. No Bond shall be valid or obligatory for any purpose unless or until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered

under the Bond Ordinance. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized officer of the Trustee.

Section 4.06. Medium of Payment. The Bonds shall be payable with respect to principal, interest, and premium, if any, in lawful money of the United States of America at the time of payment.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Commissioners and to the Trustee evidence of such loss, theft or destruction satisfactory to the Commissioners and the Trustee together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the City may pay the same with funds provided by the System. The City, the Commissioners and the Trustee may charge the Holder or owner of such Bond reasonable fees and expenses in this connection.

Section 4.08. Transfer and Registry; Persons Treated as Owners.

(A) As long as any Bonds shall be Outstanding, the Commissioners on behalf of the City shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Trustee unless there shall have been appointed a Registrar other than the Trustee to keep the books of registration for any particular Series of Bonds. The transfer of each Bond may be registered only upon the registration books of the Commissioners on behalf of the City kept for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Trustee or the Registrar, as the case may be, duly executed by the Holder or his duly authorized attorney. Upon the registration or transfer of any Bond, the Commissioners on behalf of the City shall cause to be issued, subject to the provisions of **Section 4.10** hereof, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The City, the Commissioners, the Trustee and any Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the City as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the City, the Commissioners, the Trustee and Registrar shall be affected by any notice to the contrary.

Section 4.09. Date and Payment Provisions. Each Bond of a Series shall be dated as of its Date of Issue and shall be payable both as to principal and interest at the times and in the manner provided in the Series Ordinance or Series Resolution relating to the Bonds of such Series.

Section 4.10. Interchangeability of Bonds. Bonds of a Series, upon surrender thereof at the office of the Trustee or the Registrar, as the case may be, for the Bonds of such Series with a written instrument of transfer satisfactory to the Trustee or the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to this **Section 4.10**, be exchanged for an equal aggregate principal amount of Bonds of such Series of like tenor of any other authorized denominations.

Section 4.11. Regulations With Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Trustee or the Registrar, as the case may be, shall authenticate and deliver Bonds in accordance with the provisions of the Bond Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee or the Registrar, as the case may be, to the Commissioners. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of the Bond Ordinance. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Trustee or the Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City, the Commissioners nor the Trustee or the Registrar, as the case may be, shall be required to register, transfer or exchange Bonds of a Series after the Record Date until after the Bond Payment Date or to register, transfer or exchange any Bonds called for redemption after the mailing of any notice of redemption.

Section 4.12. Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds. Upon the surrender of mutilated Bonds pursuant to **Section 4.06** hereof, or Bonds paid or surrendered, the same shall be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate evidencing such destruction shall be furnished by the Trustee or the Registrar, as the case may be, to the Commissioners. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of the Bond Ordinance.

Section 4.13. Notice of Redemption. The City or the Commissioners on behalf of the City may call Bonds for redemption, as permitted or provided by any Series Ordinance, by giving written notice to the Trustee not less than 30 days prior to the redemption date, unless the Trustee shall consent to a shorter notice period. If any of the Bonds, or portions thereof, are called for redemption, the Trustee shall give notice to the Holders of any Bonds to be redeemed (the “***Redemption Notice***”), in the name of the City, of the redemption of such Bonds, or portions thereof, which notice shall specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of such Series are to be redeemed, the numbers of the Bonds so to be redeemed, and, in the case of the Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall be given by mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Holder of each Bond to be redeemed, at the address shown on the registration books; provided, however, that failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Bond, shall not affect the validity of the proceedings for the redemption of any other Bond. Provided funds for their redemption are on deposit with the Trustee, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this **Section 4.13** to the Securities Depository. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Trustee, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines, published by the United States Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

Section 4.14. Cancellation of Bonds Which Have Been Redeemed. All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Commissioners. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of the Bond Ordinance.

Section 4.15. Selection of Bonds To Be Redeemed. In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by lot by the Trustee; provided, however, that the portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination. If there shall be drawn for redemption less than all of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon the surrender, of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination.

Section 4.16. Purchase of Bonds. The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the Commissioners at such time, in such manner and at such price as may be specified by the Commissioners. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided, that the Trustee is provided with an opinion of counsel (who may be acceptable to the Trustee) to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in the Bond Ordinance. In lieu of the sinking fund redemption of any series of Bonds issued pursuant to this Bond Ordinance, there may at the option of the Commissioners, (A) be delivered to the Trustee Bonds of such Series then subject to mandatory sinking fund redemption theretofore acquired by the Commissioners and (B) be applied as a credit against the obligation of the Commissioners to make sinking fund payments hereunder Bonds of such Series then subject to mandatory sinking fund redemption theretofore delivered to the Trustee by the Commissioners or acquired by the Trustee or redeemed otherwise than through operation of the sinking fund and not theretofore applied as a credit against any sinking fund payment.

Section 4.17. State Tax-Exempt Status of Bonds. The Bonds and the interest thereon shall be 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 inheritance, estate or transfer taxes. The provisions of this **Section 4.17** shall be deemed a part of the contract inuring to the benefit of all Holders or beneficiaries of said Bonds.

Section 4.18. Security for Payment of Bonds; Priority of Pledge and Lien. The Bonds, including the Prior Bonds, shall be payable solely from, and shall be secured by a pledge of the Gross Revenues of the System, which remain after paying Operation and Maintenance Expenses. As additional security for the payment of all Bonds, a statutory lien on the System is hereby created and granted. Such pledge and lien securing the Bonds shall at all times and in all respects be and remain superior to pledges made to secure any other bonds or other obligations payable from the revenue of the System. The Bonds shall not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the State Constitution or the laws of the State; and the faith, credit and taxing power of the City are expressly not pledged therefor. The City is not obligated to pay any of the Bonds or the interest thereon except from the pledged portion of the Gross Revenues described above. Nothing contained in the Bond Ordinance shall

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prohibit or preclude additional security for the Bonds of any Series provided that any such security shall not entail a pledge on the Gross Revenues of the System superior to that pledged for security on the Bonds.

Section 4.19. Bonds in Book-Entry Form. Notwithstanding any other provision of the Bond Ordinance with respect to the form of the Bonds to the contrary, the Commissioners may provide by Series Resolution for the issuance of one or more Series of Bonds in fully registered form registrable to a depository, a nominee or the beneficial owner of the Bonds. The Commissioners may provide by Series Resolution that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

[End of Article IV]

ARTICLE V

RATES AND CHARGES

Section 5.01. Rate Covenant.

(A) It is hereby determined that the rates and charges for services and facilities furnished by the System shall, until otherwise revised pursuant to the provisions of the Bond Ordinance, be as now established by the Commissioners. Said rates and charges are determined to be sufficient to meet the requirements of the Bond Ordinance but they shall be revised by the Commissioners whenever necessary in order that they shall at all times be maintained on a basis sufficient to meet the requirements of the Bond Ordinance, and it is specifically covenanted and agreed that the Commissioners will maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

(1) To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order;

(2) To provide for the punctual payment of the principal of and interest on all Bonds and all Junior Lien Bonds that may from time to time hereafter be Outstanding;

(3) To maintain the Debt Service Fund and thus provide for the punctual payment of the principal of and interest on the Bonds;

(4) To maintain any Debt Service Reserve Fund in the manner prescribed by the Series Ordinance establishing such Fund or applicable Series Resolution;

(5) To build and maintain a reserve for depreciation of the System and for improvements, betterments and extensions to the System;

(6) To pay all amounts owing under a reimbursement agreement with any provider of a surety bond, insurance policy or letter of credit as provided under any Series Ordinance or applicable Series Resolution; and

(7) To discharge all obligations imposed by the Enabling Act and by the Bond Ordinance.

(B) The City covenants and agrees that it will, at all times, prescribe and maintain and thereafter collect rates and charges for the services and facilities furnished by the System which, together with other income, are reasonably expected to yield annual Net Earnings in the current Fiscal Year equal to at least 125% of the Annual Principal and Interest Requirement for Bonds in such Fiscal Year; and promptly upon any material change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, the Commissioners shall review the rates and charges for its services and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement.

Prior to the beginning of each Fiscal Year, the Commissioners shall adopt an Annual Budget including amended rate schedules for such Fiscal Year which shall set forth in reasonable detail the estimated revenues and operating expenses and other expenditures of the System for such Fiscal Year. The Commissioners may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year.

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[End of Article V]

ARTICLE VI

JUNIOR LIEN BONDS AND SPECIAL FACILITIES BONDS

Section 6.01. Right to Issue Junior Lien Bonds. Notwithstanding that Bonds may be Outstanding, the Commissioners may, at any time, and without limitation and free of all conditions request the City to issue Junior Lien Bonds, in such amount as the Commissioners may from time to time determine, payable from the revenue of the System, provided that the pledge of revenues and any lien upon the System granted for the protection of said Junior Lien Bonds, shall at all times be and remain subordinate and inferior in all respects to the pledges of revenues and liens upon the System made or authorized for the Bonds.

Section 6.02. Right to Issue Special Facilities Bonds. The City, acting through the Commissioners, shall have at all times the right to enter into contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of special facilities to be financed by its issuance of Special Facilities Bonds, subject to the following conditions:

(A) Any such special facilities shall be separate and discreet from the System and shall be such that the failure of operations or loss thereof would not materially adversely affect the Commissioner's ability to operate and maintain the System or perform its other obligations under the Bond Ordinance;

(B) It shall have been determined to the satisfaction of the Commissioners that the rents, revenues or receipts to be derived from the special facilities shall be at least equal to the principal, interest and any reserve requirements contained in the ordinance authorizing such Special Facilities Bonds and to pay all operation, maintenance and other costs and expenses applicable to such special facilities; and

(C) The revenues derived from special facilities need not be deposited in the General Revenue Fund, and may be pledged to secure Special Facilities Bonds, but no debt service or other costs or expense related to any special facilities may be paid from System revenues deposited in the General Revenue Fund except pursuant to **Sections 8.05** hereof.

For purposes of this **Section 6.02**, the term "***facilities***" shall include, but not be limited to, all or a portion of water transmission and distribution, and rights to all or a portion of the use of, or the capacity available from, any such facilities.

Section 6.03. Capital Lease Financings. The Commissioners shall have at all times the right to enter into capital leases or other lease financing agreements secured by a lien on the property, plant, and equipment comprising a part of the System; provided, however, that: (1) the aggregate principal amount of such lease or other financing obligations outstanding at any time shall not exceed ten percent (10%) of the value of the property, plant and equipment of the System, less accumulated depreciation, as shown on the audited balance sheet of the Commissioners for the most recent Fiscal Year for which audited financial statements are available; and (2) the loss of the property secured by the lien will not materially adversely affect the ability of the Commissioners to meet its financial obligations under this Bond Ordinance.

[End of Article VI]

ARTICLE VII

ESTABLISHMENT OF FUNDS

Section 7.01. Requirement for Special Funds. For so long a time as any sum remains due and payable by way of principal or interest on Bonds, the following funds or accounts relating to the revenues of the System shall be established and maintained, and deposits shall be made therein in the manner herein required.

Section 7.02. The General Revenue Fund.

(A) There shall be established and maintained with the Commissioners a fund or account designated as the General Revenue Fund. This account shall be so maintained as to accurately reflect:

- (1) The Gross Revenues of the System; and
- (2) Net Earnings.

(B) Except as permitted by **Sections 10.01(E)** and **11.01(D)** hereof, all Gross Revenues of the System shall be deposited in accordance with and in the manner prescribed by **Article VIII** hereof into this fund. Money in the General Revenue Fund shall be withdrawn and made use of only in the manner and in the order of priority specified in **Article VIII** hereof. So long as the Commissioners establish from an accounting standpoint, proper records of receipts and disbursements for the General Revenue Fund, the General Revenue Fund may be used for the purposes of the Operation and Maintenance Fund, the Bond Payment Fund, the Debt Service Fund and the Depreciation and Contingent Fund.

Section 7.03. The Operation and Maintenance Fund.

(A) There shall be established and maintained with the Commissioners an Operation and Maintenance Fund. This fund is intended to provide for the payment of all expenses incurred in connection with the administration and operation of the System, including, without limiting the generality of the foregoing, such expenses as may be reasonably necessary to preserve the System in good repair and working order, the fees and charges of the Trustee and the custodian or trustee of any fund, the costs of audits required hereunder, and the premiums for all insurance and fidelity bonds required by the Bond Ordinance.

(B) Withdrawals from the Operation and Maintenance Fund shall be made by or on the order of the Commissioners in accordance, as nearly as may be practicable, with the Annual Budget then in effect.

Section 7.04. The Bond Payment Fund.

(A) There shall be established and maintained with the Trustee a Bond Payment Fund. This fund is intended to provide the method by which the Trustee may effect payment of the principal of, premium, if any, and interest on all Bonds as the same respectively come due. Withdrawals from the Bond Payment Fund shall be made only by the Trustee who shall transmit in the case of interest, or make available upon presentation, in the event of payment or redemption, to each Bondholder, at the appropriate times, the amounts required for the foregoing purposes.

(B) Money in the Bond Payment Fund shall be invested and reinvested at the direction of the Commissioners in Authorized Investments maturing not later than the date on which such money is required to pay the interest and/or the principal and interest next maturing. All earnings from such investments shall

be added to and become a part of the Bond Payment Fund, but shall be credited against payments that would otherwise be made to the Bond Payment Fund pursuant to the provisions of **Section 8.03** hereof.

Section 7.05. The Debt Service Fund.

(A) There shall be established and maintained with the Commissioners a Debt Service Fund. This fund is intended to provide for the ratable payment of the principal of, premium, if any, and interest on all Bonds as the same respectively fall due. Payments into this fund shall be made in the manner prescribed by the Bond Ordinance, including the applicable provisions of **Article VIII**, and, except as herein provided, all money in the Debt Service Fund shall be used solely to pay the principal of and interest on the Bonds, and for no other purpose.

(B) The Debt Service Fund shall be kept in the complete custody and control of the Commissioners who shall transfer to the Bond Payment Fund not later than one Business Day prior to the Bond Payment Date such amounts as enable the Trustee to make all payments becoming due on such Bond Payment Date.

(C) Money in the Debt Service Fund shall be invested and reinvested at the direction of the Commissioners in Authorized Investments maturing not later than the date on which such money is required to pay the interest and/or the principal and interest next maturing. All earnings from such investments shall be added to and become a part of the Debt Service Fund, but shall be credited against payments that would otherwise be made to the Debt Service Fund pursuant to the provisions of **Section 8.03** hereof.

(D) There may be established in the Debt Service Fund from time to time a Capitalized Interest Account to provide for the payment of interest on the Bonds of a particular Series. Any such account shall be created by the Series Ordinance or the Series Resolution relating to the issuance of the Bonds of such Series. Any earnings from investment of funds in the Capitalized Interest Account relating to the Bonds of any Series shall be deposited in the Construction Fund created by the Series Ordinance or the Series Resolution relating to such Bonds or, if such Construction Fund has been terminated or no such fund was created, such earnings shall be deposited in the Debt Service Fund.

Section 7.06 The Debt Service Reserve Funds.

(A) Each Series Ordinance or Series Resolution may create a Debt Service Reserve Fund for the Series of Bonds authorized thereby. Any such Debt Service Reserve Fund shall be for the equal and ratable benefit only of Bonds of that Series. Each such Debt Service Reserve Fund is intended to ensure the timely payment of the principal of, and premium, if any, and interest on, that issue of that Series of Bonds, and to provide for the redemption of such Bonds prior to their stated maturities. Any Debt Service Reserve Fund shall be maintained in an amount equal to the Reserve Requirement established by the Series Resolution for such Series of Bonds. Unless provided otherwise in a Series Ordinance or Series Resolution, money in a Debt Service Reserve Fund shall be used for any of the following purposes, and for no other:

(i) to prevent a default in the payment of the principal of or interest on that Series of Bonds, by reason of the fact that money in its Bond Payment Fund is insufficient for such purposes;

(ii) to pay the principal of, interest on, and redemption premium, if any, of Bonds of that Series in the event that all Outstanding Bonds of that Series be redeemed as a whole;

(iii) to effect partial redemption of Bonds of that Series; provided that subsequent to said partial redemption, the market value of the cash and securities in the Debt Service Reserve Fund shall be not less than the Reserve Requirement therefor; or

(iv) to pay towards the final payment of principal of and interest on Bonds of that Series.

Notwithstanding the provisions of **Section 7.06(A)(i) – (iv)** above and as permitted by the Code, if the Debt Service Reserve Fund was funded with cash generated by the System, then, upon the written consent of the Holders of such Series of Bonds secured by such Debt Service Reserve Fund, the monies in such Debt Service Reserve Fund may be returned to the Commissioners prior to the final maturity of such Series. The requirements for and provisions governing any Debt Service Reserve Fund in the remainder of this Bond Ordinance shall, in references to the “Debt Service Reserve Fund,” the “Reserve Requirement” and the “Bonds,” be deemed to refer to each such Debt Service Reserve Fund, if any, created by a Series Ordinance or Series Resolution, and in each case to the respective Reserve Requirement for the respective Series of Bonds, and to Bonds only of that respective Series and not to any other Bonds.

(B) Each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee or a custodian, as applicable, as selected by the Commissioners, including the Office of the South Carolina State Treasurer utilizing its local government investment pool or similar investment mechanism. Withdrawals therefrom shall be made only by the Trustee or the custodian, as applicable, who shall transmit to the Bondholders, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Bonds.

(C) Unless invested by the Office of the South Carolina State Treasurer utilizing its local government investment pool or similar investment mechanism, money in a Debt Service Reserve Fund shall be invested and reinvested by the Trustee or the custodian, as applicable, at the written direction of an Authorized Officer of the Commissioners or his designee in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Except as provided in a Series Ordinance or Series Resolution, if as of any date of calculation, the value of the securities and money in a Debt Service Reserve Fund shall exceed its Reserve Requirement, such excess shall either be used to effect partial redemption of Bonds of that Series, or shall be removed from such Debt Service Reserve Fund and, either (i) transferred into the applicable Bond Payment Fund, as directed by an Authorized Officer of the Commissioners in writing provided to the Trustee or the custodian, as applicable, or (ii) transferred to the General Revenue Fund, as permitted by the Code.

(D) Notwithstanding anything in this Bond Ordinance to the contrary, the Commissioners, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may satisfy the applicable Reserve Requirement by causing to be credited to such Fund an irrevocable and unconditional surety bond, line of credit, letter of credit or insurance policy for the benefit of the Holders of the Bonds of the applicable Series in an amount which together with other moneys on deposit in such Debt Service Reserve Fund is equal to such Reserve Requirement. The details of such surety bond, line of credit, letter of credit or insurance policy shall be provided in the applicable Series Ordinance or Series Resolution.

(E) Subject to the remaining provisions of this paragraph (E), the earnings from investments in a Debt Service Reserve Fund shall be added to and become a part of the particular Debt Service Reserve Funds. The value of the particular Debt Service Reserve Fund shall be established (i) as of December 31 of each year, and (ii) on the date of any withdrawal therefrom. Securities shall be valued at market value as of the date of such valuation; provided, however, those securities which mature in one year or less may be valued at face value; any insurance policy, surety bond or letter of credit shall be valued at the face value or stated amount thereof less the amount of any payments thereunder or draws thereon which have not been reimbursed and reinstated. Whenever, and as of any date of calculation, the value of a Debt Service Reserve Fund shall exceed the applicable Reserve Requirement, any excess, to the extent represented by cash and/or

securities, shall either be used to effect redemption of the related Series of Bonds, or shall be removed from the Debt Service Reserve Fund and transferred to the Commissioners for deposit into the Depreciation and Contingent Fund, as directed in writing by the Commissioners.

Section 7.07. The Depreciation and Contingent Fund.

(A) There shall be established and maintained with the Commissioners a Depreciation and Contingent Fund. This fund shall be maintained in an amount to be established not less frequently than annually by the Commissioners in order to provide a reasonable reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions of the System.

(B) Money in this fund shall be used solely:

- (1) For the purpose of restoring depreciated or obsolete items of the System;
- (2) For improvements, betterments and extensions to the System, other than for those things which are reasonably necessary to maintain the System in good repair and working order;
- (3) To defray the cost of unforeseen contingencies;
- (4) To prevent defaults of Bonds and Junior Lien Bonds; and
- (5) For optional redemption of Bonds.

(C) Withdrawals from this Fund shall be made by or on order of the Commissioners.

Section 7.08. The Capital Improvement Fund.

(A) There shall be established and maintained with the Commissioners a Capital Improvement Fund. This fund shall be maintained by the Commissioners in order to provide for capital needs of the System. Amounts in this fund shall be determined not less frequently than annually and established in conjunction with the Commissioners' adopted reserve policy, and any other applicable policy, to first ensure adherence to such policies before designating money to this fund.

(B) Money in this fund shall be used solely for capital improvements of the System from time to time as determined by the Commissioners.

(C) Withdrawals from this Fund shall be made by or on order of the Commissioners.

Section 7.09. Investments of Funds. Whenever, in the opinion of the Commissioners, it becomes desirable to invest money in any of the funds established by this **Article VII** (other than the Bond Payment Fund and the Debt Service Fund for which provisions have heretofore been made) the Commissioners may effect such Authorized Investments. In the event the Commissioners direct the Trustee to invest any fund or account held by the Trustee pursuant to this Bond Ordinance or any Series Ordinance or Series Resolution, the Trustee shall act in compliance with such directions to the extent such directions are not inconsistent with the expressed provisions of this Bond Ordinance or any Series Ordinance or Series Resolution. Earnings resulting from the investment of money in a particular fund shall be deposited into the General Revenue Fund or retained in the particular fund as determined by the Commissioners except as provided in **Sections 7.04, 7.05 and 7.06** hereof or as provided in any Series Ordinance or Series Resolution with respect to any fund or account established thereunder.

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[End of Article VII]

ARTICLE VIII

DISPOSITION OF REVENUES

Section 8.01. Deposits to General Revenue Fund; Dispositions Therefrom. The Gross Revenues of the System except customers' deposits and that money the disposition of which is controlled by other provisions of the Bond Ordinance are declared to be a part of the General Revenue Fund and shall from time to time be promptly deposited in a bank or depository in an account which will reflect the fact that they are a part of the General Revenue Fund. The dispositions from the General Revenue Fund required by the remaining Sections of this **Article VIII**, except as otherwise provided, shall be made on or before the last Business Day of each month following the delivery of the first Series of Bonds, issued pursuant to the Bond Ordinance and in the order of priority established by the sequence of the remaining Sections of this **Article VIII**.

Section 8.02. Deposits for Operation and Maintenance Fund. There shall be transferred to an operation and maintenance account not less than the amount required for the cost of operating and maintaining the System for the ensuing month and any amount required for an operational reserve.

Section 8.03. Payments for Bonds. Provision shall then be made for the payment of all principal of and interest on all Bonds then Outstanding, all without priority of any Bonds over others. To that end:

(A) There shall be deposited into the Debt Service Fund the monthly fraction of the aggregate amount of interest to become due on the Bonds on the next ensuing interest payment date. Provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Bonds, pursuant to any other provision of the Bond Ordinance, or any Series Ordinance or applicable Series Resolution, or by reason of investment earnings, then, in such event, the deposits required by this Paragraph may be omitted, or reduced accordingly. If, as a result of providing that any Series of Bonds shall bear interest payable for a period more frequently than semiannually, any Holder of any of such Bonds shall receive payments of interest for any period for which payments were not made to holders of Bonds bearing interest payable semiannually, then there shall be set aside in the Debt Service Fund in trust for the benefit of the Holders of Bonds bearing interest payable semiannually an amount of money equal to the interest accrued on the Bonds bearing interest payable semiannually for such period.

(B) There shall be deposited into the Debt Service Fund one-twelfth (1/12) of the aggregate amount of principal of all Bonds becoming due and payable during the next succeeding 12 months, so that on each principal maturity date, the amount of principal to be paid shall have been accumulated and be on hand. Provided, however, that if provision has been made for the payment of all or part of the next installment of principal to become due on the Bonds, pursuant to any other provision of the Bond Ordinance, or any Series Ordinance or applicable Series Resolution, or by reason of investment earnings, then, in such event, the deposits required by this Paragraph may be omitted, or reduced accordingly.

(C) If, on the occasion when the deposits required by Paragraphs (A) and (B) of this **Section 8.03**, are to be made, the sum total of the deposits required thereby plus previous monthly deposits and the remaining deposits to be made prior to the next succeeding principal and interest payment dates, will be less than the sum required to effect the payment of the next succeeding installment of either principal or interest, or both, as the case may be, a sum equal to such deficiency shall be added to the deposits so to be made.

Section 8.04. Deposits for the Debt Service Reserve Fund. Provision shall then be made for deposit to any Debt Service Reserve Fund established by any Series Ordinance or Series Resolution of such amount as shall be required by the provisions of such Series Ordinance or applicable Series Resolution.

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Section 8.05. Payments for Junior Lien Bonds. Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Bonds in the order of priority contemplated by the proceedings authorizing their issuance.

Section 8.06. Deposits for the Depreciation and Contingent Fund. There shall be deposited into the Depreciation and Contingent Fund that sum which is one-twelfth (1/12) of the sum which has been currently determined by the Commissioners to be estimated requirements therefor for the then current Fiscal Year.

Section 8.07. Deposits for the Capital Improvement Fund. There shall be deposited into the Capital Improvement Fund that sum which is one-twelfth (1/12) of the sum which has been currently determined by the Commissioners to be estimated requirements therefor for the then current Fiscal Year.

Section 8.08. Use of Surplus Money. All money remaining after making the payments required by **Sections 8.01** through **8.07**, shall be disposed of for any lawful purpose in such manner as the Commissioners shall from time to time determine.

[End of Article VIII]

ARTICLE IX**AGREEMENT TO FURNISH
INFORMATION WITH RESPECT TO SYSTEM**

Section 9.01. Keeping Records. It is recognized that those who may from time to time hereafter be Bondholders will, throughout the life of the Bonds, require full information with respect to the System, the fiscal affairs of the System, and all matters incident to each. To that end it is covenanted and agreed that the Commissioners, on behalf of the City, will install and thereafter at all times maintain proper books of records and accounts, separate and distinct from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the System, and all revenues and receipts derived therefrom, directly or indirectly. Such books and records shall be kept by the Commissioners in such fashion as to reveal in detail:

- (A) The number of customers who may from time to time make use of the System;
- (B) The Gross Revenues of the System and the source from whence derived;
- (C) All Operation and Maintenance Expenses suitably identified as to purpose;
- (D) The Net Earnings of the System;
- (E) All expenditures made from the several funds established by the Bond Ordinance and Series Ordinances authorizing the issuance of the Bonds; and
- (F) The rate schedules that may from time to time be in force.

Section 9.02. Audit Required. It is further covenanted and agreed that so long as any Bonds are Outstanding, the Commissioners, on behalf of the City, will, not later than 210 days after the close of each Fiscal Year, cause to be made and completed by the Accountants, an audit of the records, books and accounts pertaining to the System, made in accordance with recognized generally accepted accounting and auditing practices and to furnish a copy of such audit to the Trustee and the City. In connection with providing such audit, the Accountants shall also provide a report showing, among other things, Net Earnings and shall also furnish a copy of such report to the Trustee and the City. Such audit and report shall comment upon any violation of any provision of any ordinance or resolution authorizing the issuance of any Bonds or Junior Lien Bonds, including but not limited to the Rate Covenant contained in **Section 5.01** hereof, noted by the Accountants, and such other matters as to them seem pertinent. The cost of such audit and report shall be treated as a part of the cost of operating and maintaining the System. Any copies so furnished need not be certified.

[End of Article IX]

ARTICLE X

INSURANCE

Section 10.01. Insurance. The Commissioners, acting on behalf of the City, covenant and agree that so long as any Bonds are Outstanding:

(A) it will insure and at all times keep the System insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in such amount as private corporations engaged in similar endeavors would customarily insure for;

(B) it will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the City against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System, other than the Trustee or any Registrar;

(C) all premiums on all bonds or insurance policies shall be deemed a part of the cost of operating and maintaining the System;

(D) all insurance policies shall be open to the inspection of any Bondholder at any reasonable time; and

(E) all money received by the Commissioners as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the Commissioners from insurance policies covering the System may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingent Fund.

Insurance policies are not required to be filed with the Trustee. In lieu of insurance written by commercial insurance companies, the Commissioners may maintain a program of self-insurance or participate in group risk financing programs, including without limitation sponsored insurance programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or Federal insurance programs; provided, however, that the Commissioners shall obtain and maintain on file a favorable written opinion of an Independent Consultant that such alternative is reasonably acceptable under all the circumstances.

[End of Article X]

ARTICLE XI

ADDITIONAL COVENANTS

Section 11.01. Additional Covenants to Secure Bonds. The City further covenants and agrees:

(A) That neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

(B) That it will permit no free service to be rendered, or use to be made of the services and facilities of the System, provided, however, the cost and value of such services and facilities used by the City may be provided at no charge in recognition of certain municipal benefits which accrue to the Commissioners;

(C) That it will permit no water customer to be connected to the System, or to receive any service afforded by the System, unless a proper meter shall be installed, and such customer, except as provided in (B) above, shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force; provided, however, that the provisions of this covenant and the covenants in paragraph B above shall not apply to fire protection service afforded by the System;

(D) That so long as there are any Bonds outstanding and unpaid, the Commissioners, on behalf of the City, will perform all duties with reference to the System required by the State Constitution and laws of the State, and the City hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the System or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the System, necessary or useful (as determined by the Commissioners) in the operation of the System, until all Bonds shall be paid in full, or unless and until provision shall have been made for the payment of all Bonds and the interest thereon in full, and the Commissioners covenant and agree with the Bondholders to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of the Bond Ordinance. If, pursuant to this **Section 11.01**, anything belonging to the System which is not deemed by the Commissioners to be necessary or useful therefor shall be sold or disposed of, the proceeds of such sale or disposition shall be deposited at the direction of the Commissioners in either of the Depreciation and Contingent Fund or in the General Revenue Fund;

(E) That it will permit, so long as there are any Bonds Outstanding, any Bondholder to inspect the System and all records and accounts thereof under reasonable terms and conditions and after reasonable notice has been given; and

(F) That so long as there are Bonds Outstanding and unpaid, all money remaining after satisfying the requirements of the Bond Ordinance will be utilized only for lawful purposes as determined by the Commissioners.

Section 11.02. Duties and Responsibilities of the Commissioners. So long as the Commissioners fulfill the covenants and agreements set forth in this Bond Ordinance for the protection of the Bondholders, any and all duties, responsibilities and undertakings stated herein, including, without limitation, **Section 5.01** hereof, the disposition, control and investment of the funds established in **Article VII** hereof, the requirements imposed in **Article VIII** and the covenants and agreements set forth in **Articles IX, X and XI** shall be administered, exercised and undertaken by the Commissioners.

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Section 11.03. Reliance by City upon Commissioners to Discharge Duties and Responsibilities. As provided in **Section 11.02** hereof, it is the duty and responsibility of the Commissioners to fulfill the covenants and agreements set forth in this Bond Ordinance for the protection of the Bondholders. The City will rely upon the Commissioners to fulfill such covenants and agreements on its behalf until notified by the Trustee of any Event of Default pursuant to **Section 14.10(B)** hereof of which the Trustee has notice.

[End of Article XI]

ARTICLE XII

MODIFICATION OF ORDINANCE

Section 12.01. Modification Without Bondholder Approval.

(A) Provided always that the security of the Bonds shall not be lessened, or in any manner impaired, the City may for any one or more of the following purposes at any time, or from time to time, enact an ordinance, supplementing the Bond Ordinance, which ordinance shall be fully effective in accordance with its terms:

- (1) To provide for the issuance of a Series of Bonds in accordance with **Article IV** hereof;
- (2) To add to the covenants and agreements of the City in the Bond Ordinance, other covenants and agreements thereafter to be observed;
- (3) To surrender any right, power or privilege reserved to or conferred upon the City by the Bond Ordinance;
- (4) To cure, correct and remove any ambiguity or inconsistent provisions contained in the Bond Ordinance; and
- (5) To implement an addition to the System pursuant to **Section 4.01(A)(1)** hereof.

(B) It is further provided that, except for a Series Ordinance as permitted by subsection (A), such supplemental ordinance shall not become effective until a copy thereof, duly certified, shall have been filed in the office of the Clerk of Court for the County.

Section 12.02. Modification with Bondholder Approval. The rights and duties of the City and the Bondholders and the terms and provisions of the Bond Ordinance, upon recommendation of the Commissioners, may be modified or altered in any respect by an ordinance enacted by City Council with the consent of the Holders of 51% in principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Holders and duly acknowledged or proved in the manner of a deed capable of being recorded, but no such modification or alteration shall:

- (A) Extend the maturity of any payment of principal or interest due upon any Bond;
- (B) Effect a reduction in the amount which the City is required to pay by way of principal, interest or redemption premium on any Bonds;
- (C) Effect a change as to the type of currency in which the City is obligated to effect payment of the principal, interest and redemption premiums of any Bond;
- (D) Permit the creation of a pledge of the revenues of the System or lien upon the System prior to or equal to the Bonds;
- (E) Permit preference or priority of any Bonds to others;
- (F) Alter or modify the provisions of **Section 4.02** or of **Articles V, VII, and VIII** hereof; or

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(G) Reduce the percentage required for the written consent to the modification or alteration of the provisions of the Bond Ordinance,

without the consent of the Holders of all Bonds affected by such change or modification.

Section 12.03. Procedure for Procuring Bondholder Approval. The City, the Commissioners and the Trustee may rely upon the registry books maintained by the Trustee to determine who are the Holders of the Bonds. Any and all modifications made in the manner hereinabove provided for shall not become effective until there has been filed with the Clerk of Court for the County and the Trustee a copy of such amendatory ordinance hereinabove provided for, duly certified, as well as proof of consent to such modification by the Holders of 51% in principal amount of the Bonds of each Series then Outstanding.

[End of Article XII]

ARTICLE XIII

EVENTS OF DEFAULT

Section 13.01. Events of Default.

(A) Each of the following events is hereby declared an “*Event of Default*,” that is to say, if:

(1) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(2) Payment of any installment of interest on any Bonds or any Bonds shall not be made when the same becomes due and payable;

(3) Payment of any installment of either interest or principal of any Junior Lien Bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any Junior Lien Bonds;

(4) The City or the Commissioners shall for any reason be rendered incapable of fulfilling their obligations hereunder;

(5) The City or the Commissioners shall default in the performance of any of their obligations in any Series Ordinance or Series Resolution;

(6) An order or decree shall be entered with the consent or acquiescence of the Commissioners appointing a receiver, or receivers, of the System, or of the revenues thereof, or any proceedings shall be instituted with the consent or acquiescence of the Commissioners for the purpose of effecting a composition between the Commissioners and its creditors whose claims relate to the System, or for the purpose of adjusting claims of such creditors, pursuant to any federal or State Statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the Commissioners, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the Commissioners, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within 60 days after the institution of such proceedings, or the entry of such orders; and

(7) The Commissioners shall fail to operate the System in an efficient and businesslike fashion or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in the Bond Ordinance, and such default as to efficient operation or otherwise shall continue for 30 days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the Commissioners by any Bondholder, provided that in the case of default specified in this paragraph (7), if the default be such that it cannot be corrected within the said 30 day period, it shall not constitute an event of default if corrective action is instituted by the Commissioners within said 30 day period and diligently pursued until the default is corrected.

The foregoing provisions of paragraph (7) of the preceding subsection (A) are subject to the following limitations: If by reason of *force majeure* the Commissioners is unable in whole or in part to carry out its agreements herein contained (other than the obligations on the part of the City contained in any of **Section 4.02** or **Articles V, VII and VIII** hereof as to which this paragraph shall have no application), the Commissioners shall not be deemed in default during the continuance of such inability. The term “*force*

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majeure” as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of South Carolina or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Commissioners, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Commissioners, and the Commissioners shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Commissioners unfavorable to the Commissioners.

[End of Article XIII]

ARTICLE XIV**REMEDIES****Section 14.01. Acceleration; Annulment of Acceleration.**

(A) Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding shall, by notice in writing to the City and the Commissioners, declare all Bonds Outstanding immediately due and payable; and such Bonds shall become and be immediately due and payable, anything in the Bonds or in the Bond Ordinance to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Bond Ordinance, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

(1) Moneys shall have been deposited in the Debt Service Fund sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;

(2) Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

(3) All other amounts then payable by the City hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

(4) Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 14.02. Additional Remedies and Enforcement of Remedies.

(A) Upon the occurrence and continuance of any Event of Default, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under the Bond Ordinance by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(1) Requiring the City and the Commissioners to carry out its duties and obligations under the terms of the Bond Ordinance and under the Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the City and the Commissioners to account as if it were the trustee of an express trust for the Holders of Bonds;

(4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; and

(5) Enforcement of any other right of the Bondholders conferred by law or by the Bond Ordinance including the right to make application for the appointment of a receiver to administer and operate the System.

(B) Regardless of the happening of an Event of Default, the Trustee, if required in writing by the Holders of not less than 51% in aggregate principal amount of the Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised by counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under the Bond Ordinance by any acts which may be unlawful or in violation of the Bond Ordinance; or

(2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of the Bond Ordinance and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

Section 14.03. Application of Revenues and Other Moneys After Default.

(A) The City and the Commissioners covenant that if an Event of Default shall happen and shall not have been remedied, the City and the Commissioners, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee:

(1) Forthwith, all moneys and securities then held by the City or the Commissioners which is credited to any fund under the Bond Ordinance; and

(2) As promptly as practicable after receipt thereof, all Gross Revenues.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Gross Revenues, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee; and

(2) To the payment of the necessary cost of operating and maintaining the System; and

(3) To the payment of the interest and principal (and redemption premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable.

(i) First: To the payment of the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably,

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according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference; and

(ii) Second: To the payment to the persons entitled thereto of the unpaid principal installments (and redemption premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds.

Section 14.04. Remedies Not Exclusive. No remedy by the terms of the Bond Ordinance conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Bond Ordinance or existing at law or in equity or by statute (including the Act) on or after the date hereof.

Section 14.05. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under the Bond Ordinance or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of **Section 14.03** hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 14.06. Majority of Bondholders Control Proceedings. If an Event of Default shall have occurred and be continuing, notwithstanding anything in the Bond Ordinance to the contrary, the Holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of the Bond Ordinance or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is in accordance with law and the provisions of the Bond Ordinance (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this **Section 14.06** shall impair the right of the Trustee in its discretion to take any other action under the Bond Ordinance which it may deem proper and which is not inconsistent with such direction by Bondholders.

Section 14.07. Individual Bondholder Action Restricted.

(A) No holder of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of the Bond Ordinance or for the execution of any trust hereunder or for any remedy under the Bond Ordinance unless:

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(1) An Event of Default has occurred:

- (a) under **Section 13.01(A)(1)** or **Section 13.01(A)(2)** hereof;
- (b) as to which the Trustee has actual notice; or
- (c) as to which the Trustee has been notified in writing; and

(2) The Holders of at least 25% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in the Bond Ordinance or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have offered the Trustee reasonable indemnity; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceeding in its own name for a period of 60 days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of the Bond Ordinance or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in the Bond Ordinance shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond

(1) To receive payment of the principal of or interest on such Bond on the due date thereof; or

(2) To institute suit for the enforcement of any such payment on or after such due date.

Section 14.08. Termination of Proceedings. In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the City, the Commissioners, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

Section 14.09. Waiver and Nonwaiver of Event of Default.

(A) No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this **Article XIV** to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(B) The Trustee may rescind any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of the Bond Ordinance, or before the completion of the enforcement of any other remedy under the Bond Ordinance.

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(C) Notwithstanding anything contained in the Bond Ordinance to the contrary, the Trustee, upon the written request of the Holders of at least a majority of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of a majority in principal amount of all Bonds then Outstanding of each such Series), shall rescind any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in **Section 14.01(B)** hereof or **Section 14.09(B)** above, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D) In case of any waiver by the Trustee of an Event of Default hereunder, the City, the Commissioners, the Trustee and the Bondholders shall be restored to their former positions and rights under the Bond Ordinance, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this **Section 14.09**.

Section 14.10. Notice of Defaults.

(A) Within thirty (30) days after:

(1) The receipt of notice of an Event of Default as described in **Section 14.07(A)(1)(b)** or **(c)** hereof; or

(2) The occurrence of an Event of Default under **Section 13.01(A)(1)** or **(2)** hereof with respect to the Bonds, as to which the Trustee shall be deemed to have notice,

the Trustee shall, unless such Event of Default shall have theretofore been cured, given written notice thereof by first class mail to each Holder of Bonds then Outstanding, provided that, except in the case of a default in the payment of principal (together with premium, if any) of or interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the City and the Commissioners of any Event of Default known to the Trustee.

[End of Article XIV]

ARTICLE XV

TRUSTEE AND ITS FUNCTIONS; OTHER FIDUCIARIES

Section 15.01. Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee. Prior to the delivery of any Bonds pursuant to this Ordinance, the Commissioners shall appoint the Trustee. The Trustee shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder but the right of the Bondholders to appoint a trustee hereunder is limited to the circumstances contemplated by **Section 15.09** hereof.

Section 15.02. Functions of Trustee. The Trustee shall have the following additional functions:

- (A) To authenticate the Bonds of all Series that may be issued;
- (B) To act as custodian of the Bond Payment Fund;
- (C) To act as custodian of any Debt Service Reserve Fund established in connection with any Series of Bonds;
- (D) To act as Paying Agent for the Bonds;
- (E) To act as Registrar for the Bonds, and to maintain a set of registration books therefor, which shall at all times accurately reflect the names and addresses of all those who may be Holders of any Bonds;
- (F) To make reports to the Commissioners on a monthly or such other basis as may be requested by the Commissioners, but not less often than quarterly;
 - (1) Establishing balances on hand;
 - (2) Listing investments made for any fund handled by the Trustee;
 - (3) Establishing the market value of the Debt Service Reserve Fund, if any; and
 - (4) Listing all securities, if any, pledged pursuant to **Section 15.12** hereof.

The Trustee shall make such information available to the City as well upon receipt of a written request from the City.

Section 15.03. Duty of Trustee with Respect to Deficits in Bond Payment Fund. It shall be the further duty of the Trustee to give written notice to the Commissioners one Business Day prior to each Bond Payment Date, if there is any deficiency in the Bond Payment Fund which would result in a need for further moneys to meet the payment of interest and/or principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to any Debt Service Reserve Fund to meet such deficiency.

Section 15.04. Acceptance by Trustee Required. Prior to the delivery of any Bonds, the Trustee appointed pursuant to **Section 15.01** hereof shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by the Bond Ordinance, by executing and delivering to the City and the Commissioners a written acceptance thereof.

Section 15.05. Liability as to Recitals in Bond Ordinance and Bonds. The recitals of fact made in the Bond Ordinance and in the Bonds shall be taken as statements of the City on behalf of the Commissioners, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of the Bond Ordinance or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default. No provision of this Bond Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risks or liability is not reasonably assured to it.

Section 15.06. Trustee May Rely on Notices, etc. The Trustee shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 15.07. Trustee Permitted to Resign. The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving to the City, the Commissioners and the Bondholders written notice of such resignation, specifying a date (not less than 60 days after such notice) when such resignation shall take effect. Such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment and qualification of such successor.

Section 15.08 Removal of Trustee. The Trustee may be removed at any time by the Commissioners so long as no Event of Default has occurred and is continuing or by the Holders of not less than 50% of the principal amount of Bonds at such time Outstanding.

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged a bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by an Authorized Officer of the Commissioners with notice of such appointment being furnished to the City. Such successor shall in all instances be a bank duly chartered pursuant to the laws of the United States or of the State, and shall have a combined working capital and surplus of not less than \$500,000,000.

(B) Immediately following such appointment, the Commissioners shall give written notice of such appointment to the Bondholders and any Registrar other than the Trustee.

Section 15.09. When Bondholder May Seek Successor Trustee. If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to **Section 15.08** hereof, any Bondholder may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

Section 15.10. Acceptance by Successor Trustee. Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the Commissioners a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with the like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the Commissioners, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably

required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

Section 15.11. Effect of Trustee Merging with Another Bank. Any bank into which the Trustee may be merged, or with which it may be consolidated, or any bank resulting from any merger or consolidation to which it shall be a party, or any bank to which the Trustee may sell or transfer all or substantially all of its business, shall become the successor without the execution or filing of any paper or the performance of any further act; provided, always, that if the Commissioners shall be dissatisfied with the institution resulting from the merger, consolidation or other action spoken of above, then the Commissioners may at any time within 30 days after such action name a new Trustee (with the qualifications prescribed by **Section 15.08** hereof) in lieu of the Trustee then acting.

Section 15.12. Trustee to Secure Funds and Securities Held in Trust.

(A) Unless the same be secured as trust funds in the manner provided by the regulations of the Comptroller of the Currency as from time to time in effect, all funds or securities in the custody of the Trustee, in excess of the amount of such deposit insured by the Federal Deposit Insurance Corporation, shall be secured and kept secured by direct obligations of the United States of a market value at least equal to the sum on deposit and not insured as aforesaid by the Federal Deposit Insurance Corporation.

(B) All securities which shall be given to secure any fund as required by the provisions of this **Article XV**, shall be placed in the custody of a duly chartered bank, other than the Trustee, which is a member of the Federal Deposit Insurance Corporation. Such other bank shall have a combined working capital and surplus of not less than \$100 million.

Section 15.13. Disposition of Paid Bonds. It shall be the duty of the Trustee to cancel all Bonds which shall have been paid, whether upon their maturity or redemption prior to maturity; such cancellation shall be done in such fashion as to render such Bonds incapable of further negotiation or hypothecation. In any event it shall furnish appropriate certificates to the Commissioners indicating the disposition of such Bonds. Upon effecting such cancellation, the Trustee shall furnish appropriate certificates to the Commissioners setting forth the disposition made of the Bonds so cancelled.

Section 15.14. Appointment of Substitute Registrar. The Commissioners may, from time to time, appoint a Registrar or Registrars to act in the place and stead of the Trustee as Registrar of the Bonds of one or more Series. The Commissioners shall cause written notice of such appointment to be mailed to the City and to the Holders of all Bonds affected by such appointment 30 days prior to the effective date of such appointment.

Section 15.15. Certain Rights and Obligations of the Trustee. The Trustee shall (a) prior to the occurrence of an Event of Default as set forth in **Article XIV** hereof, and after the curing of all Events of Default which may have occurred, perform such duties and obligations as are specifically set forth in the Bond Ordinance, and no implied covenants or obligations shall be read into the Bond Ordinance against the Trustee, and (b) during the existence of an Event of Default (which has not been cured, rescinded, or waived) exercise the rights and powers vested in it by the Bond Ordinance and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee may consult with counsel and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Ordinance No. _____

The Trustee may rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any notice, resolution, request, consent order, certificate, report, opinion, note, or other paper or document furnished to it pursuant to any provision of this Bond Ordinance, believed by it to be genuine and to have been signed and presented by the proper party.

The Trustee shall be entitled to payment of and reimbursement by the Commissioners for reasonable fees for its services rendered hereunder and all advances and counsel fees reasonably and necessarily made or incurred by the Trustee in connection with such services.

[End of Article XV]

ARTICLE XVI

DEFEASANCE

Section 16.01. Defeasance Generally. If all of the Bonds issued pursuant to the Bond Ordinance, shall have been paid and discharged, then the obligations of the City and the Commissioners under the Bond Ordinance, the pledge of revenues made hereby, and all other rights granted hereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this **Article XVI** under each of the following circumstances, viz.:

(A) The Trustee shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof.

(B) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred on the stated maturities of such Bonds, and thereafter tender of such payment shall have been made, and the Trustee shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment.

(C) If the City shall have deposited with the Trustee, in an irrevocable trust money or Government Obligations, the principal of and interest on which when due (without reinvestment thereof) will provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and redemption premium, if any, due and to become due on and prior to the maturity or, if the Commissioners on behalf of the City has irrevocably elected to redeem Bonds, on and prior to the redemption date of such Bonds.

Section 16.02. Money to be Held in Trust – When Returnable to Commissioners. Any money which at any time shall be deposited with the Trustee, on behalf of the City, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee to forthwith return said funds to the Commissioners no later than one day prior to the date on which any such funds would by law escheat to the State.

Section 16.03. Deposits With Trustee Subject to Conditions of Article XVI. The City covenants and agrees that any money which shall be deposited with the Trustee shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this **Article XVI**, and that whenever the Commissioners shall have elected to redeem Bonds, the Commissioners on behalf of the City will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee to cause the mailing of such notice of redemption in its name and on its behalf pursuant to **Section 4.13** hereof.

Section 16.04. No Defeasance of Series of Bonds Paid by Bond Insurer. In the event that the principal and/or interest due on a Series of Bonds shall be paid by a bond insurer pursuant to a municipal bond insurance policy, such Series of Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City or the Commissioners until such bond insurer has been reimbursed in full therefor in accordance with the terms of the applicable municipal bond insurance policy, and the assignment and pledge of the portion of the Gross Revenues of the System, which remain after paying Operation and Maintenance Expenses, and all covenants, agreements and other obligations of the City or the Commissioners to the registered Holders shall continue to exist and shall run to the benefit of such bond insurer, and the bond insurer shall be subrogated to the rights of such registered Holders.

Ordinance No. _____

[End of Article XVI]

Ordinance No. _____

ARTICLE XVII**MISCELLANEOUS**

Section 17.01. Purpose of Covenants in Bond Ordinance. Every covenant, undertaking and agreement made on behalf of the City, as set forth in the Bond Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds. Each shall be deemed to partake of the obligation of the contract between the City and the Bondholders and shall be enforceable accordingly.

Section 17.02. Effect of Remedies Granted by Ordinance Not Being Available to Holders of Other Bonds. If it shall be held by any court of competent jurisdiction that any right or remedy granted by the Bond Ordinance or any Series Ordinance to the Holders of any Bond is not available to the Holders of all other Bonds, then such rights and remedies are herewith conferred upon the Holders of such other Bonds.

Section 17.03. Effect of Invalidity of Provisions of Bond Ordinance. If any section, paragraph, clause or provision of the Bond Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of the remaining provisions of the Bond Ordinance.

Section 17.04. Repealing Clause. All ordinances, or parts thereof, inconsistent herewith be and the same are hereby repealed to the extent of such inconsistencies.

[End of Article XVII]

Ordinance No. _____

DONE, RATIFIED AND ENACTED this 13th day of April, 2026.

CITY OF GREENVILLE, SOUTH CAROLINA

Mayor

City Manager

Attest:

Clerk

Approved as to form:

City Attorney

First Reading: March 23, 2026
Second Reading: April 13, 2026

Ordinance No. _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

CERTIFICATE OF ORDINANCE

I, the undersigned, City Clerk of the City of Greenville, South Carolina (the “*City Council*”), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance enacted by the City Council. The Ordinance was read at two public meetings of the City Council on two separate days. An interval of at least six days occurred between each reading. At each meeting, a quorum of the City Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand, this 13th day of April, 2026.

City Clerk
City of Greenville, South Carolina

First Reading: March 23, 2026
Second Reading: April 13, 2026



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: Shannon Lavrin, City Manager

Agenda Item No.

14a

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

AGENDA DATE REQUESTED: April 13, 2026

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE TO REZONE APPROXIMATELY 5.06 ACRES OF REAL PROPERTY LOCATED ON FORK SHOALS ROAD FROM RH-B, HOUSE B DISTRICT, TO IG, INDUSTRIAL GENERAL DISTRICT (TAX MAP NUMBER 0395000100610) (Z-4-2026)

SUMMARY BACKGROUND:

An application was made to the city of Greenville (the "City") Planning Commission and City Council to rezone property consisting of approximately 5.06 acres located on Fork Shoals Road from RH-B, House B District, to IG, Industrial General District.

The City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning and recommended approval of the application by a vote of 5-0.

Planning Staff Recommendation: Approve

Planning Commission Recommendation: Motion to Approve Passed 5-0

IMPACT IF DENIED:

The Property will not be rezoned.

FINANCIAL IMPACT:

None.

REQUIRED SIGNATURES

Department Director

Signed by:

Michael Fripen

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City Attorney

DocuSigned by:

Logan Wells

9DC8C9A981D147E

Signed by:

Chief Financial Officer

City Manager

Shannon Lavrin

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A N O R D I N A N C E

TO REZONE APPROXIMATELY 5.06 ACRES OF REAL PROPERTY LOCATED ON FORK SHOALS ROAD FROM RH-B, HOUSE B DISTRICT, TO IG, INDUSTRIAL GENERAL DISTRICT (TAX MAP NUMBER 0395000100610) (Z-4-2026)

WHEREAS, an application was made to the city of Greenville (the “City”) Planning Commission and City Council to rezone property consisting of approximately 5.06 acres located on Fork Shoals Road and as shown in Exhibit A (Tax Map Number 0395000100610) (the “Property”) from RH-B, House B District, to IG, Industrial General District; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning, and the Commission recommended approval to City Council for the proposed zoning designation of IG, Industrial General District, by a vote of 5-0; and

WHEREAS, City Council finds the IG, Industrial General District, compatible with the City’s zoning of surrounding properties and the GVL 2040 Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Property shall be rezoned from RH-B, House B District, to IG, Industrial General District. The attached Exhibit A, as prepared by the City of Greenville Planning and Development Services department, is incorporated by reference for purposes of identifying the location of the Property. This Ordinance shall be effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

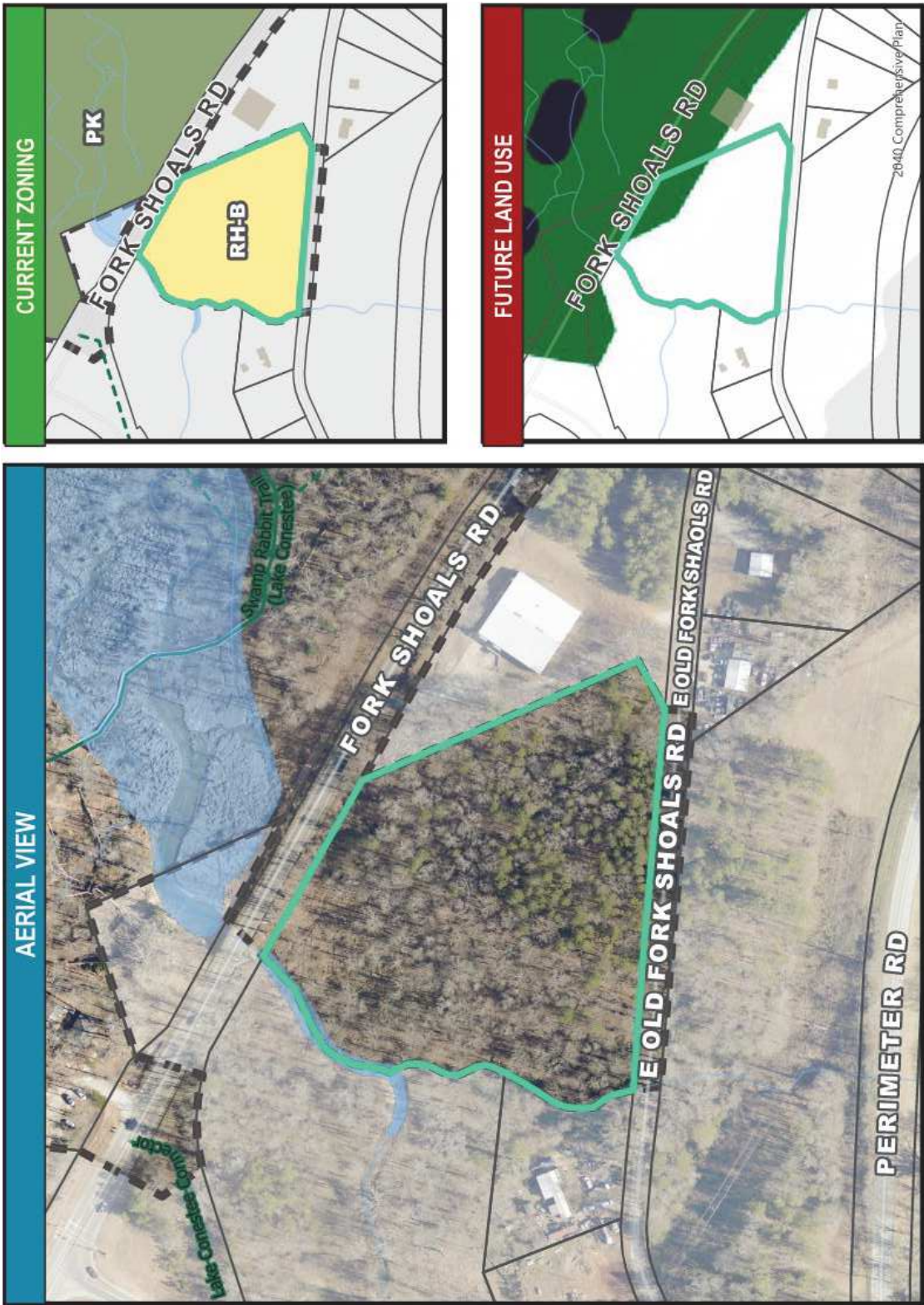
APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

EXHIBIT A





Planning Department

City of Greenville

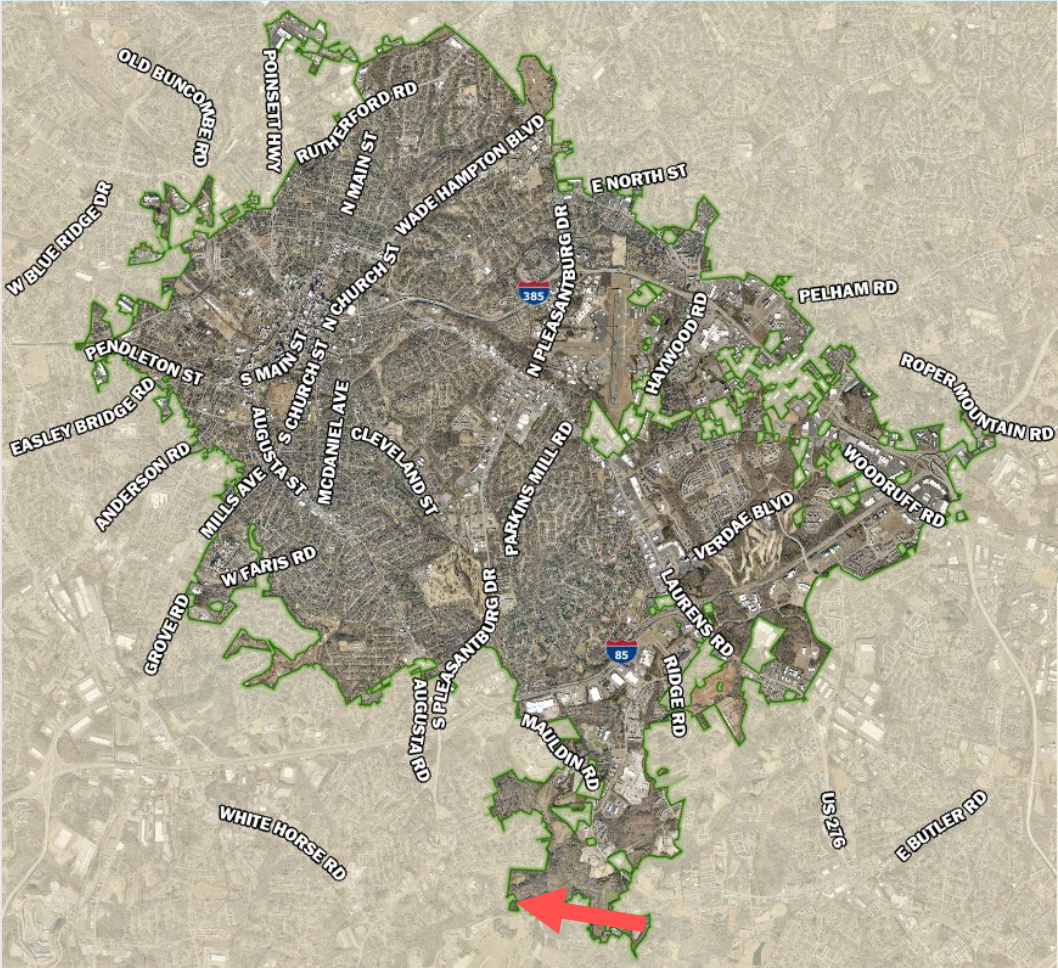
Z-4-2026

Fork Shoals Road

Z-4-2026 | Fork Shoals Road

REQUEST

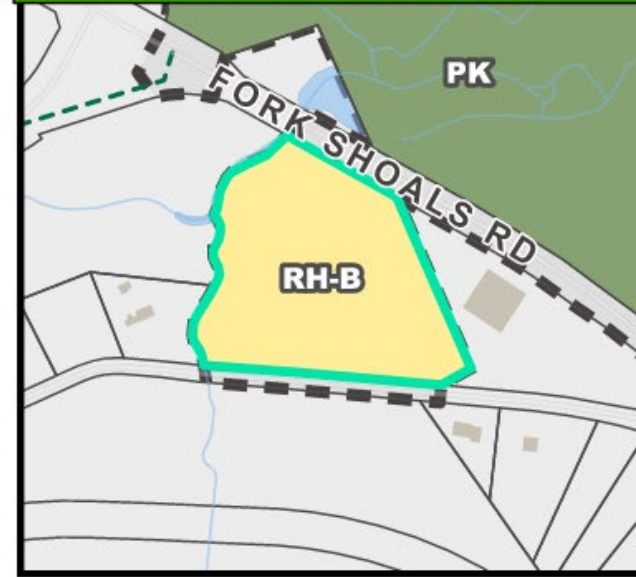
REZONE of 5.06 acres located at **FORK SHOALS ROAD** from RH-B, House B District, to IG, Industrial General District (TM# 0395000100610)



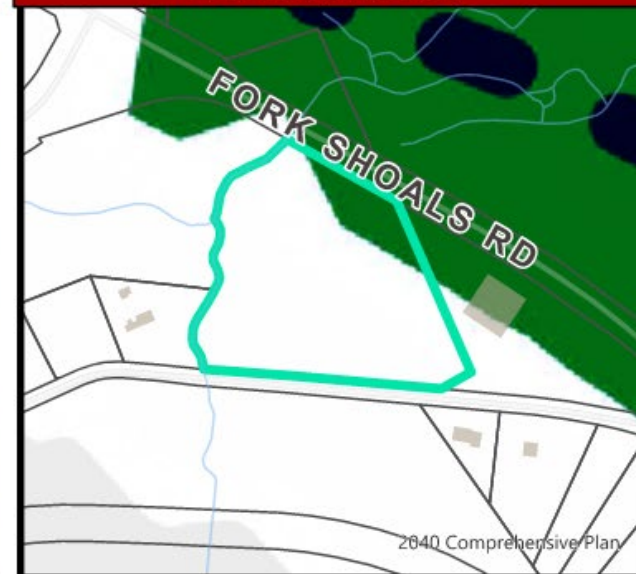
AERIAL VIEW



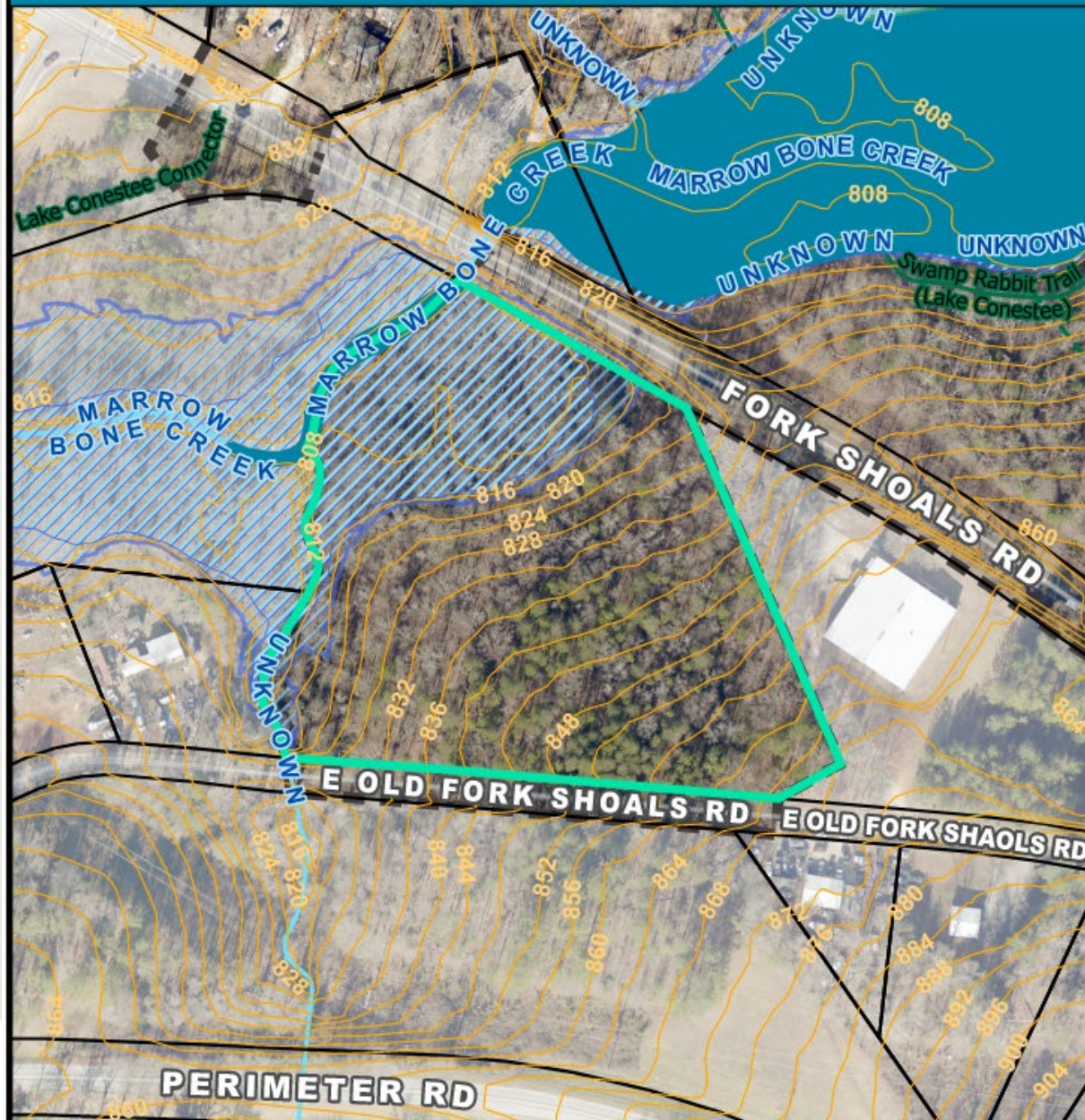
CURRENT ZONING



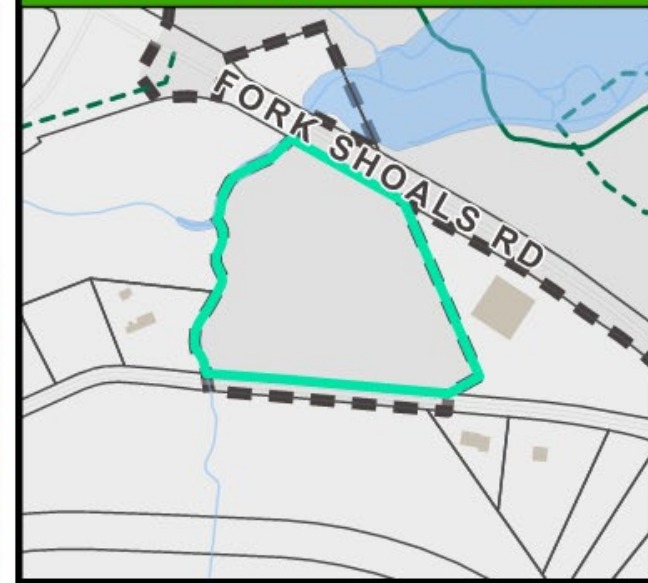
FUTURE LAND USE



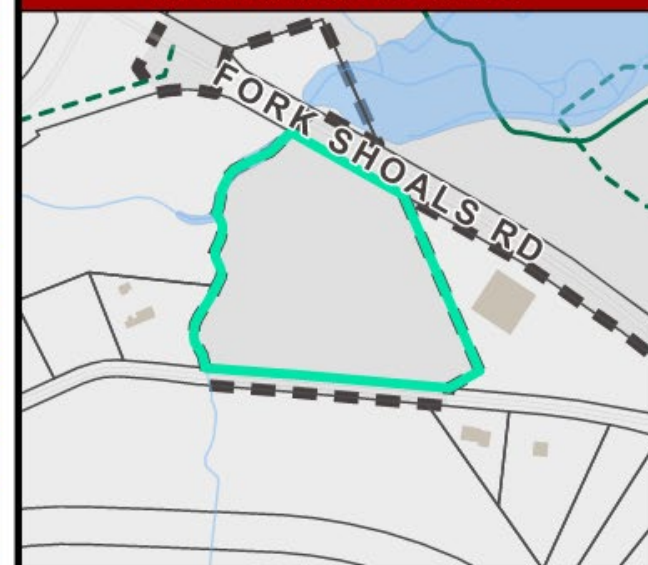
NATURAL / ENVIRONMENTAL FEATURES



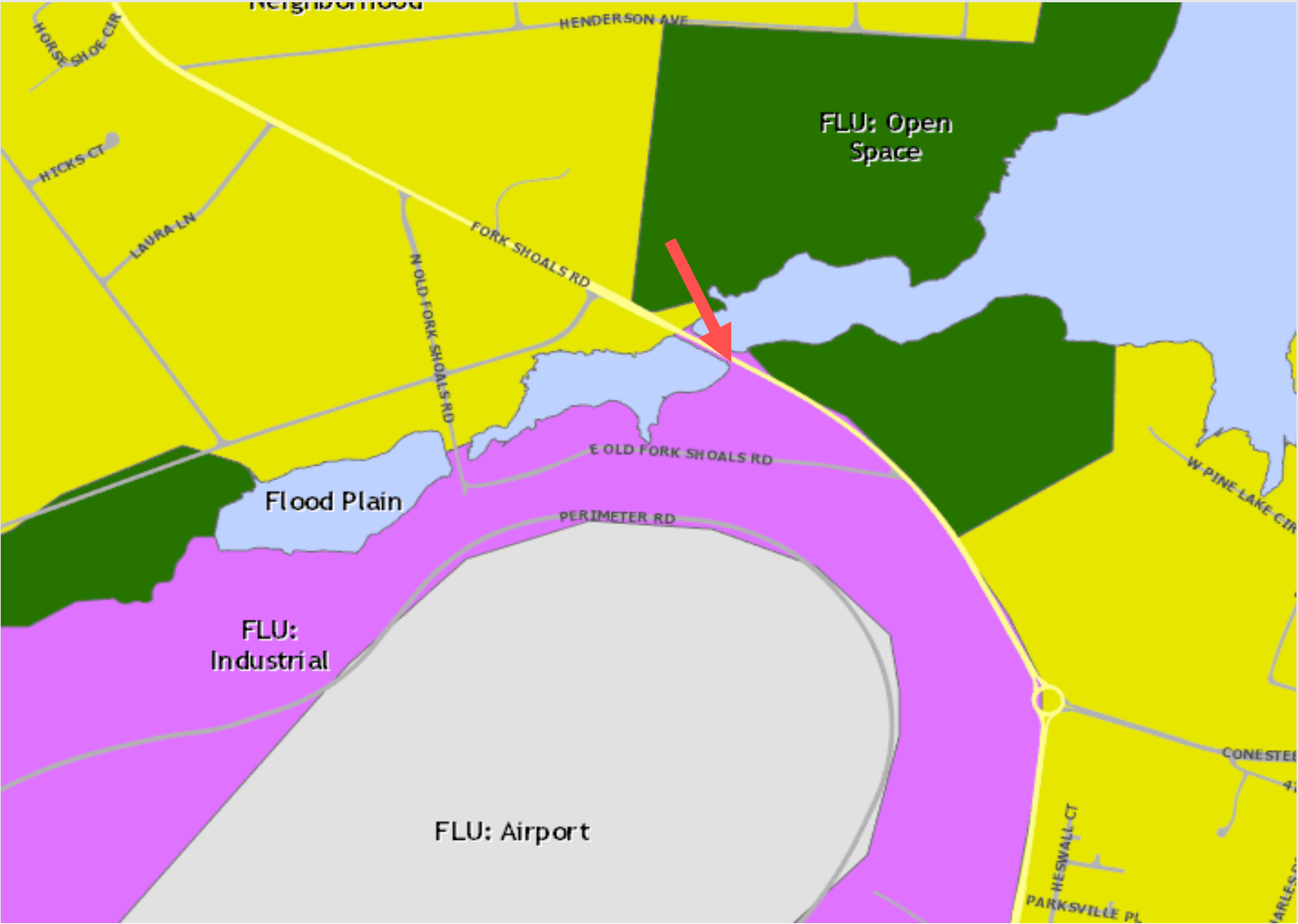
SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS



County Future Land Use



Z-4-2026

— Staff Recommendation —

Recommend Approval
of rezone to IG for the
property.

— Planning Commission Decision —

Recommend approval
of the rezone request to
IG by a vote of 5-0.





**Request for Council Action Form
City of Greenville, South Carolina**

**Agenda Item Number: 14b
Agenda Date: April 13, 2026**

To: Honorable Mayor and Members of City Council
From: City Manager Shannon Lavrin

Agenda Item Type: Ordinance, Second and Final Reading

Document Caption:

AN ORDINANCE TO AMEND CHAPTER 19 OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE AND INCORPORATE TEXT UPDATES INTO THE GREENVILLE DEVELOPMENT CODE RECOMMENDED DURING THE THIRTY-MONTH CODE REVIEW PROCESS (Z-1-2026) (REVISED)

Document Summary:

When City Council adopted the new Greenville Development Code (the "Code") through Ordinance No. 2023-39, the Code was required to be periodically reviewed to address any technical issues and ensure the Code is functioning as intended for the Greenville community. Staff has reviewed the Code over the past six months and worked with developers and property owners to ensure projects are meeting the new Code. The text amendments have been prepared by staff to ensure the Code meets the community's expectations and is consistent with the GVL2040 Comprehensive Plan.

The proposed thirty-month amendments were previewed to City Council at their February 9, 2026, Work Session, publicly noticed on the City website on February 18, 2026, shared at the February 3, 2026 Project Preview Meeting, and presented at a Coffee with the Code session on January 28, 2026, notice of which was shared with neighborhood representatives and promoted on the City's public communications platforms.

The City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning and recommended approval of the application with one modification by a vote of 5-0. City Council adopted three amendments during first reading on March 23, 2026, which have been incorporated in the revised ordinance document.

Planning Staff recommendation: Approve

Impact if Denied:

The text amendments will not be adopted, and the Greenville Development Code will remain as currently written.

Financial Impact:

None.

Required Review and Approval:

Department Director:
Mary Douglas Hirsch

Signed by:

Mary Douglas Hirsch
AF9CCB743D694BC...

Chief Financial Officer:
Patricia Dennis

City Attorney:
Leigh Paoletti

DocuSigned by:

Leigh Paoletti
5CBFADF322244F8...

City Manager:
Shannon Lavrin

Signed by:

Shannon Lavrin
B6D12FA1F89A405...

A N O R D I N A N C E

TO AMEND CHAPTER 19 OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE AND TO INCORPORATE TEXT UPDATES INTO THE GREENVILLE DEVELOPMENT CODE RECOMMENDED DURING THE THIRTY-MONTH CODE REVIEW PROCESS (Z-1-2026) (REVISED)

WHEREAS, on June 12, 2023, City Council formally adopted the new Greenville Development Code (the “Code”), which became effective on July 15, 2023; and

WHEREAS, Ordinance No. 2023-39 included a requirement for the city of Greenville (the “City”) to conduct a thorough review of the Code annually “to address any technical issues or concerns, with recommendations submitted to the Planning Commission and City Council as may be appropriate,” the purposes of such update being to ensure the Code is operational and effective for the Greenville community; and

WHEREAS, City Council previously adopted a six-month Code update through Ordinance No. 2024-16 on March 11, 2024; and

WHEREAS, City Council previously adopted a twelve-month Code update through Ordinance No. 2024-63 on October 11, 2024; and

WHEREAS, City Council previously adopted an eighteen-month Code update through Ordinance No. 2025-14 on February 10, 2025; and

WHEREAS, City Council previously adopted a twenty-four-month Code update through Ordinance No. 2025-59 on August 25, 2025; and

WHEREAS, the proposed thirty-month amendments were presented at a Coffee with the Code session on January 28, 2026, shared at the Preview Meeting on February 3, 2026, previewed to City Council at their February 9, 2026, Work Session, and publicly noticed on the City website on February 18, 2026, notice of which was shared with neighborhood representatives and promoted on the City’s public communications platforms; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed text amendments; and

WHEREAS, the Planning Commission voted unanimously five (5) to zero (0) to recommend approval of the proposed thirty-month text amendments to Chapter 19 with one modification; and

WHEREAS, City Council finds the text amendments to be compatible with the GVL2040 Comprehensive Plan;

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

Chapter 19 of the Code of Ordinances of the City of Greenville is amended as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, with the following ~~modification as requested by the Planning Commission:~~ amendments adopted by City Council prior to second and final reading:

1. ~~Section 19-3.4.4.I.2, concerning use standards for Banks and Financial Institutions, is modified to state:~~

~~a. In RNX, MX, and BG districts fronting a road classified as a thoroughfare or a district street with an annual average daily traffic (AADT) count of 20,000 or more vehicles in accordance with **Appendix B. Street Type Map**, bank or financial institution uses must be located no closer than 300 feet, measured lot line to lot line, from the nearest bank or financial institution. However, when bank or financial institutional uses are located on lots over 300 feet in width, the measurement is taken from primary street facing entry to primary street facing entry rather than measuring from lot line to lot line.~~

~~b. ATMs as a principal use are only permitted in the BG and BH districts.~~

1. Removal of proposed Section 19-3.4.4.I.2.(a) regarding the 300-foot spacing requirement for banks and financial institutions along certain roadways.
2. Modification of proposed changes to Article 19-3, Use Regulations, so as to exempt General Indoor Entertainment and Recreation, General Outdoor Entertainment and Recreation, Brewpub, Microbrewery, Small Winery, or Microdistillery, and Bar or Nightclub from the requirement of obtaining a Conditional Use Permit when located inside the Central Business District as officially delineated on the maps maintained by the City of Greenville, provided such establishments close before 12:00 midnight and do not open before 5:00 am.
3. Modification of the proposed changes to Section 19-3.5.2.I.5. so as to limit visibility of shipping containers used for outdoor storage from a multi-use trail, as well as correction of a scrivener's error in Section 19-3.6.2.F.2.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

REVIEWED

CITY MANAGER

EXHIBIT A

**Greenville Development Code
Text Amendment
30-Month Code Review**

Text Amendment Table of Contents

Page numbers shown below represent the associated pages of this text amendment document.
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USING THIS DOCUMENT

- This document contains proposed amendments to the Greenville Development Code (GDC). All amendments must be reviewed for recommendation by the City of Greenville Planning Commission, who will also conduct a public hearing on the proposed amendments. The amendments require approval of two readings of an ordinance by City Council to be formally adopted.
- Only those sections of the GDC with a proposed amendment are contained in this document. When reviewing the proposed amendments, it is recommended that you also have a copy of the GDC open to see the amendments within the context of the full code section. The GDC is available on the city website at www.greenvillesc.gov/devcode.
- Within this document, strikethrough (~~strikethrough~~) font indicates text currently in the GDC that is proposed for deletion. Underlined (underlined) font represents language that is proposed to be added to the code. When a change is proposed to a table or chart, only the rows or columns proposed for modification are typically shown.
- Staff commentary explaining changes is included at the end of each provision and is differentiated through black, italicized text (*staff commentary*). The commentary will not be added to code after its adoption.
- Upon final adoption by City Council, Planning staff will incorporate the adopted amendments into the official GDC document and publish an updated version online. Please allow several weeks for these updates to be completed.
- Please contact the Planning Department at 864-467-4476 or planning@greenvillesc.gov if you have any questions about an amendment or need help using this document.

ART. 19-1. INTRODUCTORY PROVISIONS

Div. 19-1.1. General

No changes.

Div. 19-1.2. Districts Established

In order to carry out the purposes of this Code, the following zoning districts are established.

OVERLAY	
-DD	Downtown Design
-P	Preservation
-NR	Neighborhood Revitalization
-AP	Airport Protective
-SFHA	Special Flood Hazard Area
-ENT	<u>Entertainment District</u>

Div. 19-1.3. Official Zoning Map

No changes.

ART. 19-2. ZONING DISTRICTS

Div. 19-2.1. Applicability

No changes.

Div. 19-2.2. House-Scale (RH-)

Section 19-2.2.2. RH-A House A (GDC pg. 2-8)

B. Building

3. GROUND STORY FLOOR HEIGHTS	Sec. 2.11.12.
GROUND STORY	
E. Story height (min)	9'
F. Finish floor elevation (min/max)	0' / 5'

Section 19-2.2.3. RH-B House B (GDC pg. 2-10)

B. Building

3. GROUND STORY FLOOR HEIGHTS	Sec. 2.11.12.
GROUND STORY	
E. Story height (min)	9'
F. Finish floor elevation (min/max)	0' / 5'

Section 19-2.2.4. RH-C House C (GDC pg. 2-12)

B. Building

3. GROUND STORY FLOOR HEIGHTS	<i>Sec. 2.11.12.</i>
<u>GROUND STORY</u>	
E. Story height (min)	9'
F. Finish floor elevation (min/max)	0' / 5'

[Section 19-2.2.5. RH-D House D \(GDC pg. 2-14\)](#)

A. Site

3. COVERAGE	<i>Sec. 2.11.4.</i>
C. Building coverage (max)	50% 60%

B. Building

3. GROUND STORY FLOOR HEIGHTS	<i>Sec. 2.11.12.</i>
<u>GROUND STORY</u>	
E. Story height (min)	9'
F. Finish floor elevation (min/max)	0' / 5'

[Section 19-2.2.6. House-Scale Nonresidential Design Standards](#)**Section. 19-2.2.6. HOUSE-SCALE NONRESIDENTIAL DESIGN STANDARDS****A. Purpose**

There are certain cases where the desired physical form for a specific type of allowed use is different from the predominant physical form allowed by the zoning district. An alternative set of standards and rules allow for a physical form appropriate to those permitted uses.

B. Applicability

When allowed in House-Scale (RH-) districts, Public and Institutional uses must follow the House-Scale Nonresidential Design Standards, unless otherwise determined by the Administrator that the base underlying district standards should apply.

C. Site Standards

Insert image of an example site layout

<u>1. LOT SIZE</u>	<u>Sec. 2.11.2.</u>
A. Area (min)	Set by district
B. Width (min)	Set by district
<u>2. DENSITY</u>	<u>Sec. 2.11.3.</u>
Dwellings per lot (max)	Set by district
<u>3. COVERAGE</u>	<u>Sec. 2.11.4.</u>
C. Building coverage	Set by district
D. Outdoor amenity space (min)	10%
<u>4. BUILDING SETBACKS</u>	<u>Sec. 2.11.5.</u>
E. Primary street lot line (min)	Set by district
F. Side street/side alley lot line (min)	Set by district
G. Side lot line (min)	15'
H. Rear/rear alley lot line (min)	15'
<u>5. TRANSITIONS</u>	<u>Sec. 2.11.6.</u>
Transition type	Type A*
<u>6. PARKING SETBACKS</u>	<u>Sec. 2.11.8.</u>
Primary street (min)	10'
Side street (min)	10'
<u>7. FENCES AND WALLS</u>	<u>Sec. 2.11.9.</u>
Front yard height (max)	Set by district
Side street yard height (max)	Set by district

<u>Side/rear yard height (max)</u>	<u>Set by district</u>
------------------------------------	------------------------

D. Building Standards*Insert images of an example building layout*

<u>1. HEIGHT</u>	<u>Sec. 2.11.10.</u>
<u>A. Overall height (max stories/feet)</u>	<u>Set by district</u>
<u>B. Side wall (max)</u>	<u>Set by district</u>

<u>2. MASSING</u>	<u>Sec. 2.11.11.</u>
<u>C. Building width (max)</u>	<u>Set by district**</u>
<u>D. Building depth (max)</u>	<u>Set by district</u>
<u>E. Active depth (min)</u>	
<u>Primary street</u>	<u>9'</u>
<u>Side street</u>	<u>None</u>

<u>3. FLOOR HEIGHTS</u>	<u>Sec. 2.11.12.</u>
<u>GROUND STORY</u>	
<u>G. Story height (min)</u>	<u>9'</u>
<u>H. Finish floor elevation (min/max)</u>	<u>-2' / 5'</u>

Primary St. Side St.

<u>4. TRANSPARENCY</u>	<u>Sec. 2.11.13.</u>
<u>I. Ground story (min)</u>	<u>35%</u> <u>30%</u>
<u>J. Upper story (min)</u>	<u>20%</u> <u>20%</u>
<u>K. Blank wall width (max)</u>	<u>15'</u> <u>25'</u>

<u>5. ENTRANCES</u>	<u>Sec. 2.11.14.</u>
<u>K. Ground story (min)</u>	<u>40'</u> <u>50'</u>
<u>Entry feature</u>	<u>Yes</u> <u>Yes</u>

NOTES:

*Excluding sites that are nonresidential, a Type A transition screen, in accordance with **Sec. 4.8.1.**, must be installed along side and rear lot lines.

Buildings using the Building Break Alternative, in accordance with **Sec. 2.11.11.A., may exceed the maximum district building width by two.

Div. 19-2.3. Neighborhood-Scale (RN-, RNX-)

Section 19-2.3.2. RN-A Neighborhood A (GDC pg. 2-18)

B. Building

3. GROUND-STORY FLOOR HEIGHTS	<i>Sec. 2.11.12.</i>
<u>GROUND STORY</u>	
F. Story height (min)	9'
G. Finish floor elevation (min/max)	0' / 5'

Section 19-2.3.3. RN-B Neighborhood B (GDC pg. 2-20)

B. Building

3. GROUND-STORY FLOOR HEIGHTS	<i>Sec. 2.11.12.</i>
<u>GROUND STORY</u>	
F. Story height (min)	9'
G. Finish floor elevation (min/max)	0' / 5'

Section 19-2.3.4. RNX-B Neighborhood Flex B (GDC pg. 2-22)

B. Building

3. GROUND STORY FLOOR HEIGHTS	Sec. 2.11.12.
<u>GROUND STORY</u>	
G. Story height (min)	10'
H. Finish floor elevation (min/max)	
Residential	0' / 5'
Nonresidential	-2' / 5'

[Section 19-2.3.5. RN-C Neighborhood C \(GDC pg. 2-24\)](#)

B. Building

3. GROUND STORY FLOOR HEIGHTS	Sec. 2.11.12.
<u>GROUND STORY</u>	
E. Story height (min)	9'
F. Finish floor elevation (min/max)	0' / 5'

[Section 19-2.3.6. RNX-C Neighborhood Flex C \(GDC pg. 2-28\)](#)

B. Building

3. GROUND STORY FLOOR HEIGHTS	Sec. 2.11.12.
<u>GROUND STORY</u>	
F. Story height (min)	10'
G. Finish floor elevation (min/max)	
Residential	0' / 5'
Nonresidential	-2' / 5'

Section 19-2.3.7. Neighborhood-Scale Nonresidential Design Standards**Section. 19-2.3.7. NEIGHBORHOOD-SCALE NONRESIDENTIAL DESIGN STANDARDS****A. Purpose**

There are certain cases where the desired physical form for a specific type of allowed use is different from the predominant physical form allowed by the zoning district. An alternative set of standards and rules allow for a physical form appropriate to those permitted uses.

B. Applicability

When allowed in RN-A, RN-B, and RN-C districts, Public and Institutional uses must follow the Neighborhood-Scale Nonresidential Design Standards, unless otherwise determined by the Administrator that the base underlying district standards should apply.

C. Site Standards

Insert images of an example site layout

<u>1. LOT SIZE</u>	<u>Sec. 2.11.2.</u>
A. Area (min)	Set by district
B. Width (min)	Set by district
<u>2. DENSITY</u>	<u>Sec. 2.11.3.</u>
Dwellings per lot (max)	Set by district
<u>3. COVERAGE</u>	<u>Sec. 2.11.4.</u>
C. Building coverage	Set by district
D. Outdoor amenity space (min)	10%
<u>4. BUILDING SETBACKS</u>	<u>Sec. 2.11.5.</u>
E. Primary street lot line (min)	Set by district
F. Side street/side alley lot line (min)	Set by district
G. Side lot line (min)	15'
H. Rear/rear alley lot line (min)	15'
<u>5. TRANSITIONS</u>	<u>Sec. 2.11.6.</u>
Transition type	Type A*

6. BUILD-TO	<u>Sec. 2.11.7.</u>
<u>Build-to width (min)</u>	
<u>I. Primary street</u>	<u>Set by district</u>
<u>J. Side street</u>	<u>Set by district</u>
7. PARKING SETBACKS	<u>Sec. 2.11.8.</u>
<u>Primary street (min)</u>	<u>10'</u>
<u>Side street (min)</u>	<u>10'</u>
8. FENCES AND WALLS	<u>Sec. 2.11.9.</u>
<u>Front yard height (max)</u>	<u>Set by district</u>
<u>Side street yard height (max)</u>	<u>Set by district</u>
<u>Side/rear yard height (max)</u>	<u>Set by district</u>

D. Building Standards*Insert images of an example building layout*

1. HEIGHT	<u>Sec. 2.11.10.</u>
<u>A. Overall height (max stories/feet)</u>	<u>Set by district</u>
<u>B. Side wall (max)</u>	<u>Set by district</u>
2. MASSING	<u>Sec. 2.11.11.</u>
<u>C. Building width (max)</u>	<u>Set by district**</u>
<u>D. Building depth (max)</u>	<u>Set by district</u>
<u>E. Active depth (min)</u>	
<u>Primary street</u>	<u>9'</u>
<u>Side street</u>	<u>None</u>
3. FLOOR HEIGHTS	<u>Sec. 2.11.12.</u>
<u>GROUND STORY</u>	
<u>G. Story height (min)</u>	<u>9'</u>
<u>H. Finish floor elevation (min/max)</u>	<u>-2' / 5'</u>

	<u>Primary St.</u>	<u>Side St.</u>
4. TRANSPARENCY	<u>Sec. 2.11.13.</u>	
<u>I. Ground story (min)</u>	<u>35%</u>	<u>30%</u>
<u>J. Upper story (min)</u>	<u>20%</u>	<u>20%</u>
<u>K. Blank wall width (max)</u>	<u>15'</u>	<u>25'</u>

5. ENTRANCES	<u>Sec. 2.11.14.</u>	
<u>K. Ground story (min)</u>	<u>40'</u>	<u>50'</u>
<u>Entry feature</u>	<u>Yes</u>	<u>Yes</u>

NOTES:

*Excluding abutting sites that are nonresidential, a Type A transition screen, in accordance with **Sec. 4.8.1.**, must be installed along side and rear lot lines.

Buildings using the Building Break Alternative, in accordance with **Sec. 2.11.11.A., may exceed the maximum district building width by two.

Div. 19-2.4. Community-Scale (RC-)

No changes.

Div. 19-2.5. Mixed Use (MX-)

No changes.

Div. 19-2.6. Shopfront (MXS-)

No changes.

Div. 19-2.7. Business (BG, BH)

No changes.

Div. 19-2.8. Industrial (IX, IG)

No changes.

Div. 19-2.9. Special (CM, CV, PK)

No changes

Div. 19-2.10. Overlay Districts

Section 19-2.10.1. Intent (GDC pg. 2-77)

Overlay Districts apply additional regulations within a specified geographic area. These regulations may relate to design, noise, environmental protection, or any other issue that requires additional zoning or subdivision regulation in a specific area of the City. Overlay standards may supplement or override standards applied elsewhere in this Code.

-DD	-P	-NR	-AP	-SFHA	-ENT
Downtown Design Overlay	Preservation Overlay	Neighborhood Revitalization Overlay	Airport Protective Overlay	Special Flood Hazard Area Overlay	Entertainment District Overlay
see zoning map for specific boundaries of each Overlay District					

Section 19-2.10.4. Neighborhood Revitalization Overlay (-NR) (GDC pg. 2-79)

C. Standards

1. Single-Family Detached and Duplex Dwellings.

g. Roof: ~~Shall~~ Must be gable or hipped with pitch between 3/12 and 14/12. Single or multiple mono-pitch roof forms (such as skillion, shed, and butterfly roofs) are not permitted as the structure’s primary roof form.

Add image of prohibited roof forms

Section 19-2.10.7. Entertainment District Overlay (-ENT)

A. Purpose

The Entertainment District Overlay is established to provide additional standards to protect public safety and facilities in areas with concentrations of Entertainment and Recreation uses and Food and Beverage establishments, which may include late-night use

B. Standards

1. No new ~~special exception~~ conditional use permits to operate between 12:00 a.m. (midnight) and 5:00 a.m. may be applied for or issued pursuant to ***Section 19-3.4.6*** for any use within the Entertainment District Overlay.
2. Uses with an existing special exception permit or conditional use permit to operate between 12:00 a.m. (midnight) and 5:00 a.m. may continue subject to the requirements of this Ordinance and conditions of their permit. Existing permits may be modified, provided that occupancy loads do not increase and hours are not extended later than the original approval. In the event a special exception permit or conditional use permit is revoked, a new permit will not be granted.
3. Within the Entertainment District Overlay, no encroachment permit may be issued pursuant to ***Chapter 8, Article V, Division 4*** of the City of Greenville Code of Ordinances that would allow for establishment, operation, or maintenance of an outdoor cafe located on sidewalks or public plazas between the hours of 12:00 a.m. (midnight) and 5:00 a.m. Provided, however, that such uses under an existing encroachment permit may continue. Other properly permitted outdoor seating areas are not affected by this Section.

Div. 19-2.11. Rules for Zoning Districts

Section 19-2.11.5. Building Setbacks (GDC pg. 2-100)

F. Relief

6. For undeveloped lots within an existing development that has been annexed into the city limits within the last 12 months, the Administrator may allow setbacks that are consistent with the existing development.

ART. 19-3. USE REGULATIONS

Div. 19-3.1. Applicability

No changes.

Div. 19-3.2. Permitted Use Table

Section 19-3.2.1. Use Table Interpretation (GDC pg. 3-3)

A. Use Table Key

2. Conditionally Allowed Uses

a. C* = A use that is allowed only with approval of the Administrator as a conditional use, provided it also meets the use standards in the right-hand column of the use table.

B. Use Restrictions in All Districts

2. Hours of Operation

Any use open to the public with hours of operation between 12:00 a.m. (midnight) and 5:00 a.m. requires a ~~Special Exception~~ conditional use permit and must comply with the standards of **Sec. 3.4.6.**

Section 19-3.2.2. Use Table (GDC pg. 3-5)

Use Category	RH-A	RH-B	RH-C	RH-D	RN-A	RN-B	RNX-B	RN-C	RNX-C	RC-2	RC-3	RC-5	MX-2	MX-3	MX-5	MX-D	MXS-2	MXS-3	MXS-5	MXS-D	BG	BH	IX	IG	CV	CM	PK	Intensity	Use Standards
Specific Use																													
COMMERCIAL USES																													
Entertainment and Recreation																													
General indoor entertainment and recreation (up to 6,000 SF)	-	-	-	-	-	-	-	-	-	-	-	-	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	S C*	P* C*	-	H	Sec. 3.4.4.B.
General indoor entertainment and recreation (6,000+ SF)	-	-	-	-	-	-	-	-	-	-	-	-	P* C*	P* C*	P* C*	-	-	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	P* C*	S C*	P* C*	-	H	Sec. 3.4.4.B.

KEY: P = Use allowed C = Use requires Conditional Use approval S = Use requires Special Exception approval * = Use standards apply - = Use not allowed

KEY: P = Use allowed C = Use requires Conditional Use approval S = Use requires Special Exception approval * = Use standards apply - = Use not allowed

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Use Category																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																</
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Outdoor entertainment	-	-	-	-	-	-	-	-	-	-	-	-	P*	P*	P*	P	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	-	Sec. 3.5.2.H.
---													C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	

KEY: P = Use allowed C = Use requires Conditional Use approval S = Use requires Special Exception
approval * = Use standards apply - = Use not allowed

Div. 19-3.3. Use Definitions

Section 19-3.3.3. Public And Institutional Uses (GDC pg. 3-11)

A. Civic Use Category

4. Shelter

A use that provides temporary sleeping facilities-supportive services for unhoused or displaced persons, typically for periods less than 30 days. Typical examples include soup kitchen as well as day and overnight shelters, which may include temporary sleeping facilities.

Section 19-3.3.4. Commercial Uses (GDC pg. 3-14)

H. Retail Use Category

1. General Retail

Retail uses that sell, lease or rent a variety of new or used products. Typical examples include, appliance store; bicycle sales, rental or repair; book store; clothing or shoe store; craft or fabric store; electronics store; department store; drug store or pharmacy; flower shop; home goods or furniture store; hardware store; musical instrument sales, rental or repair; optician; pet store; sporting goods store; toy store; automobile parts store; ~~bank, financial institution or ATM~~; convenience store without gasoline sales; photography, art, dance studio or gallery; farmers market; grocery store; landscape or plant nursery; and jewelry store.

3. Bank or Financial Institution

An establishment that provides retail banking services, mortgage lending, or similar financial services to individuals and businesses. This classification includes automated teller machines (ATMs) but does not include alternative financial services and bail bond services.

4. Fireworks Sales or Storage

An establishment that, as a principal use, provides for the storage or sale of fireworks as defined and subject to regulation under Title 40, Chapter 56, of the South Carolina Code of Laws.

Renumber subsequent sections accordingly.

A. Office Use Category

1. General Office

Office uses that provide space for a variety of business, professional or financial services to be conducted. Typical examples include accounting, advertising, architecture, auditing, banking administration, bookkeeping, consulting, contracting, design, employment, engineering, insurance, investment, legal, real estate, security or technology services; call centers; radio or TV broadcasting studio; and recording studio.

Modify banking in general office description to clarify banking administrative offices

Div. 19-3.4. Use Standards

Section 19-3.4.4. Commercial Use Standards (GDC pg. 3-29)

B. Entertainment and Recreation

1. General Indoor Entertainment and Recreation

c. Hours of operation must be substantially consistent with those stated by the applicant. Food service must be available until last call for establishments serving liquor by the drink.

d. e. The applicant and all of its managers and employees responsible for serving any alcoholic beverage (current and future) must participate in the merchant education/server training program offered by the ~~Phoenix Center or comparable program offered by other~~ vendors approved by the South Carolina Department of Revenue or the City Police Department. Evidence of satisfactory completion of this training for each employee must be retained on-site and available for inspection by the Administrator and the City Police Department. Current personnel must receive training within 30 days of issuance of the certificate of occupancy and future personnel must receive training within 30 days of hiring.

e. d. The Administrator may require the applicant to retain ~~outdoor~~ security persons during operation of the establishment. The security persons must possess a security officer registration certificate pursuant to South Carolina Code 1976, title 40, chapter 18, or, as an alternative, may be an off-duty

sworn law enforcement officer. No other employee may serve in the capacity of a security person unless so certified.

~~f. e.~~ Occupant capacity of the establishment must be established by the City building codes Administrator. The applicant must designate staff at all ingress/egress points to be responsible for monitoring the flow of patrons.

~~g. f.~~ Acoustic music and entertainment may be permitted in an outdoor space. Specified hours of outdoor music and entertainment are limited by the permit.

~~h. g.~~ Exterior sound amplification is prohibited except in areas specifically authorized on the approved site plan; all amplified sound must be directed inward toward the facility and away from any adjoining use or public property. Specified hours of exterior sound amplification are limited by the permit.

~~i. h.~~ Interior sound amplification must be located only as reflected on the approved floor plan and must be directed away from the principal entrance or directed toward the interior of the building. Except to provide ingress and egress, exterior doors and windows must remain closed after 10:00 p.m.

j. The applicant must designate a person to monitor decibel levels and low frequency (bass) noise coming from the use prior to and during any performance to ensure compliance with the City's noise ordinance.

k. Live music is prohibited unless the applicant provides documentation by an acoustic consultant who must certify to the city that adequate measures exist or have been taken to ensure that sound from the establishment does not transmit noise and/or vibrations to nearby residentially used properties beyond the maximum level as established in **Chapter 16, Article II, Division 3, Noise** of the Municipal Code when measured by a sound level meter.

l. A pattern of noise violations related to the business may be grounds for revocation of the permit.

~~m. i.~~ Rooftop decks must have perimeter guard railing above table surfaces.

~~n. j.~~ Loitering, solicitation, and disorderly conduct is prohibited at all times; rules consistent with the provisions of this Code must be posted in conspicuous locations on the building and throughout the parking lot and must be enforced by the proprietors.

~~o. k.~~ The application must comply with City noise, smoking, and encroachment ordinances.

p. If outside queueing of patrons on the property and along public sidewalks occurs, the staff or security person(s) shall ensure orderly behavior of patrons so as to not negatively impact surrounding lands and safe use of the public sidewalks.

~~q. l.~~ All debris and garbage from the use ~~shall~~ must be properly discarded.

~~r. m.~~ If a shared or remote parking agreement is required for the use, the applicant ~~shall~~ will be responsible for maintaining the parking agreement as long as the use remains in operation.

~~s. h.~~ Pursuant to ***Sec. 19-6.2.1.D.***, the Administrator may attach additional conditions which will protect nearby uses from any adverse impacts reasonably expected to occur as a result of the operation of the use.

C. Food and Beverage

1. General Food and Beverage

a. In RNX- and RC- districts, hours of operation between 12:00 a.m. (midnight) and 5:00 a.m. are prohibited. Where permitted in all other districts, hours of operation between 12:00 a.m. (midnight) and 5:00 a.m. require a ~~special exception~~ conditional use permit in accordance with ***Sec. 3.2.1.B.2.*** and ***Sec. 3.4.6.5.***

2. Bar or Nightclub

- a. Must comply with the location standards established by the state.
- b. Operation of the business must comply at all times with the provisions of the South Carolina Alcoholic Beverage Control Act and the regulations of the Department of Revenue.
- c. At all times during its occupancy, the applicant must assign a manager on the premises who must ensure compliance with this Code, and the applicable South Carolina Code of Laws and Regulations.
- d. Hours of operation must be substantially consistent with those stated by the applicant. Food service must be available until last call for establishments serving liquor by the drink.
- e. No patron under the age of 21 is allowed on the premises after 10:00 p.m.
- f. ~~e.~~ The applicant and all of its managers and employees responsible for serving any alcoholic beverage (current and future) must participate in the merchant education/server training program offered vendors approved by the South Carolina Department of Revenue or the City Police Department. Evidence of satisfactory completion of this training for each employee must be retained on-site and available for inspection by the Administrator and the City Police Department. Current personnel must receive training within 30 days of issuance of the certificate of occupancy and future personnel must receive training within 30 days of hiring.
- g. ~~e.~~ The Administrator may require the applicant to retain security persons during operation of the establishment. The security persons must possess a security officer registration certificate pursuant to South Carolina Code 1976, title 40, chapter 18, or, as an alternative, may be an off-duty sworn law enforcement officer. No other employee may serve in the capacity of a security person unless so certified.
- h. ~~f.~~ Occupant capacity of the establishment must be established by the City building official. The applicant must designate staff at all ingress/egress points to be responsible for monitoring the flow of patrons.
- i. ~~g.~~ Exterior sound amplification is prohibited except in areas specifically authorized on the approved site plan; all amplified sound must be directed

inward toward the facility and away from any adjoining use or public property. Specified hours of exterior sound amplification are limited by the permit.

j. h. Interior sound amplification must be located only as reflected on the approved floor plan and must be directed away from the principal entrance or directed toward the interior of the building. Except to provide ingress and egress, exterior doors and windows must remain closed after 10:00 p.m.

k. The applicant must designate a person to monitor decibel levels and low frequency (bass) noise coming from the use prior to and during any performance to ensure compliance with the City's noise ordinance.

l. Live music is prohibited unless the applicant provides documentation by an acoustic consultant who must certify to the city that adequate measures exist or have been taken to ensure that sound from the establishment does not transmit noise and/or vibrations to nearby residentially used properties beyond the maximum level as established in **Chapter 16, Article II, Division 3, Noise** of the Municipal Code when measured by a sound level meter.

m. A pattern of noise violations may be grounds for revocation of the permit.

n. i. Rooftop decks must have perimeter guard railing above table surfaces.

o. j. Loitering, solicitation, and disorderly conduct is prohibited at all times; rules consistent with the provisions of this Code must be posted in conspicuous locations on the building and throughout the parking lot and must be enforced by the proprietors.

p. k. The application must comply with City noise, smoking, encroachment, and other applicable ordinances.

q. If outside queueing of patrons on the property and along public sidewalks occurs, the staff or security person(s) must ensure orderly behavior of patrons so as to not negatively impact surrounding lands and safe use of the public sidewalks.

r. The establishment is prohibited from hosting third-party ticketed events involving live music and similar types of entertainment. Examples of prohibited third-party ticketed events include, but are not limited to, comedians and musicians. In-house ticketed events must obtain a temporary use permit for each event. In-house ticketed events are limited to no more than four (4) times in a 12-month period.

s. i. Pursuant to **Sec. 6.2.1.D.**, the The Administrator may attach additional conditions which will protect nearby uses from any adverse impacts reasonably expected to occur as a result of the operation of the use.

I. Retail

2. Bank or Financial Institution

a. In RNX, MX, and BG districts fronting a road classified as a thoroughfare or a district street with an annual average daily traffic (AADT) count of 20,000 or more vehicles in accordance with **Appendix B, Street Type Map**, bank or

~~financial institution uses must be located no closer than 300 feet, measured lot line to lot line, from the nearest bank or financial institution.~~

~~ATMs as a principal use are only permitted in the BG and BH districts.~~

Update Appendix B. Street Type Map to accurately reflect all thoroughfares and city boundaries.

3. Fireworks Sales or Storage

a. Fireworks sales or storage uses, whether permanent or temporary, are not permitted within 500 feet of any RH-, RN-, RNX-, or RC- zoned property.

Section 19-3.4.6. Additional Use Standards (GDC pg. 3-36)

A. Hours of Operation

Uses open to the public with hours of operation between 12:00 a.m. (midnight) and 5:00 a.m. must obtain a ~~special exception~~ conditional use permit per **Sec. 3.2.1.B.2.** and comply with the following:

1. On-site traffic must be directed away from abutting residential uses and residential districts between the hours of 12:00 a.m. (midnight) and 5:00 a.m.
2. Loitering, solicitation, and disorderly conduct is prohibited at all times; rules consistent with the provisions of the Greenville Code of Ordinances must be posted in conspicuous locations and enforced by the proprietors.
3. Exterior sound amplification is prohibited between the hours of 12:00 a.m. (midnight) and 5:00 a.m.
4. Interior sound amplification may be permitted but must be directed away from the principal entrance or directed toward the interior of the building. Sound baffling or other mitigations may be required.
5. Except to provide ingress and egress, exterior doors and windows must remain closed between the hours of 12:00 a.m. (midnight) and 5:00 a.m.
6. The applicant must designate a person to monitor decibel levels and low frequency (bass) noise coming from the use prior to and during any performance to ensure compliance with the City's noise ordinance.
7. Live music is prohibited unless the applicant provides documentation by an acoustic consultant who must certify to the city that adequate measures exist or have been taken to ensure that sound from the establishment does not transmit noise and/or vibrations to nearby residentially used properties beyond the maximum level as established in **Chapter 16, Article II, Division 3, Noise** of the Municipal Code when measured by a sound level meter.
8. A pattern of noise violations may be grounds for revocation of the permit.
9. ~~6-~~ Outdoor dining and seating areas must be closed between the hours of 12:00 a.m. (midnight) and 5:00 a.m., unless otherwise modified by the ~~Board of Zoning Appeals~~ Administrator based on the criteria of ~~Sec. 6.2.15.D.2.~~ Sec. 6.2.18.D.

~~10. 7.~~ Rooftop dining and seating areas must be closed between the hours of 12:00 a.m. (midnight) and 5:00 a.m., unless otherwise modified by the ~~Board of Zoning Appeals Administrator~~ based on the criteria of ~~Sec. 6.2.15.D.2.~~ Sec. 6.2.18.D.

~~11. 8.~~ Establishments serving alcoholic beverages between the hours of 12:00 a.m. and 5:00 a.m. must retain at least one security person during those hours. The number of security persons may be increased by the ~~Board of Zoning Appeals Administrator~~. The security persons must possess a security officer registration certificate pursuant to South Carolina Code 1976, title 40, chapter 18, or, as an alternative, may be an off-duty sworn law enforcement officer. No other employee may serve in the capacity of a security person unless so certified. ~~Board of Zoning Appeals Administrator~~ may modify or waive the security requirement after the use has operated for at least six (6) months.

12. If outside queueing of patrons on the property and along public sidewalks occurs, the security person(s) shall ensure orderly behavior of patrons so as to not negatively impact surrounding lands and safe use of the public sidewalks.

~~13. 9.~~ The ~~Board of Zoning Appeals Administrator~~ may require that an Applicant have a follow-up meeting with the Administrator 6-months after commencement of operation to verify that the Applicant is adequately addressing adverse impacts of the use.

~~14. 10.~~ Pursuant to ~~Sec. 6.2.1.D.~~, The ~~Board of Zoning Appeals the Administrator~~ may attach additional conditions which will protect nearby uses from any adverse impacts reasonably expected to occur as a result of the operation of the use during these hours (e.g. installation of fencing, walls, or landscaping). The ~~Board Administrator~~ may modify or add conditions that apply beyond 12:00 a.m. (midnight) and 5:00 a.m.

Div. 19-3.5. Accessory Uses and Structures

Section 19-3.5.2. Specific Standards (GDC pg. 3-39)

H. Outdoor Entertainment

Allows for an accessory outdoor entertainment stage that accommodates musical or theatrical shows or performances on the property of a permitted principal commercial use. ~~An outdoor entertainment stage is a raised unenclosed platform that accommodates musical or theatrical shows or performances.~~

1. Outdoor entertainment areas ~~stages~~ may not be located within 150 feet of a RH-, RN- or RNX- District.

2. Outdoor entertainment ~~stages~~ must comply with *Chapter 16, Art. Article II, Div. Division 3, Noise of the Municipal Code.*

I. Outdoor Storage

Allows for accessory outdoor storage of merchandise, goods, inventory, materials or equipment or other items which are not intended for immediate sale on the property of a permitted principal public and institutional, commercial, or industrial use.

5. Shipping containers are not permitted for outdoor storage except in the BH, IX, and IG districts, where they must not be visible from the primary street or multi-use trail. In all other districts, shipping containers must be unloaded and removed within 48 hours.

Div. 19-3.6. Temporary Uses and Structures

Section 19-3.6.1. General Standards (GDC pg. 3-44)

C. Rules for All Temporary Uses and Structures

10. Pursuant to **Sec. 6.2.1.D.**, the Administrator may attach additional conditions which will protect nearby uses from any adverse impacts reasonably expected to occur as a result of the operation of the temporary use.

Section 19-3.6.2. Specific Standards (GDC pg. 3-45)

A. Seasonal Sales

1. Seasonal sales, including the sale of such items as Christmas trees and pumpkins, seasonal produce, and other similar agricultural products, may be permitted for a maximum of 90 days.

2. The sale of fireworks as a temporary use are limited to the IG district and must comply with the use standards of **Sec. 3.4.4.I.3.**

F. Use of Motor Vehicle, Trailer, or Shipping Container for Sales, Service, Storage, or Other Business

1. The use of any motor vehicle, trailer, or shipping container in which, out of which, or from which any goods are sold, stored, services performed, or other businesses conducted is prohibited in all ~~RH, RN, RC, and IG Districts and on public property~~ zoning districts. However, this subsection does not prohibit the use of a motor vehicle, trailer, or shipping container for the following uses without benefit of a temporary use permit pursuant to **Div. 19-3.6:**

- a. The sale of food products at a City-approved event;
- b. Construction authorized by a building permit; or

c. The temporary loading and unloading of goods providing that no individual trailer or container is in place longer than 48 hours.

2. Shipping containers are prohibited except when used for outdoor storage in BH, IX, and IG districts pursuant to ~~Sec. 3.5.2.H.5~~ 3.5.2.I.5.

ART. 19-4. DEVELOPMENT STANDARDS

Div. 19-4.1. Applicability

No changes.

Div. 19-4.2. Development Bonus

No changes.

Div. 19-4.3. Blocks and Lots

No changes.

Div. 19-4.4. Streets

Section 19-4.4.1. Street Types (GDC pg. 4-15)

D. Streets and Access Standards

14. Driveway/Access Way Connections to Streets

Driveways and private access ways must be connected to streets via a standard concrete apron in conformance with the Design and Specifications Manual. Some commercial, industrial, and shared driveways/private access ways must be considered as creating street intersections and must comply with the relevant street design standards of this Section and the Design and Specifications Manual. Driveways must be positioned such that changes in elevation can be accomplished without grading steeper than 3H:1V or disturbing adjacent parcels. Any slope steeper than 3H:1V must be approved by the City Engineer. Retaining walls must be shown on the site plan and permitted separately.

Div. 19-4.5. Multi-Modal Access and Parking

Section 19-4.5.1. Pedestrian Access (GDC pg. 4-27)

D. Streets and Access Standards

2. Site Access

a. Site access standards apply to all street-facing entrances required by the zoning district, based on requirements in **Sec. 2.11.14**. Site access standards do not apply to non-required entrances.

b. At least one accessible route shall be provided within the site from accessible parking spaces and accessible passenger loading zones; public streets and sidewalks; and public transportation stops to the accessible building or facility entrance they serve. This includes two percent (2%) maximum cross-slope, five percent (5%) maximum longitudinal slope, ADA ramp requirements, and handrail for ramps over 6 inches in rise.

Div. 19-4.6. Vehicle Access and Parking

Section 19-4.6.1. Vehicle Access (GDC pg. 4-36)

E. Driveway Design

2. Standards

a. General Standards

i. All driveways must meet the following standards, as well as applicable requirements in the Engineering Design and Specifications Manual.

ii. Driveways located on or near the property line shall not affect the adjacent property. Grades altered near the property line shall not use slopes greater than of 3H:1V without approval from the City Engineer or utilize appropriately designed and permitted retaining walls.

Section 19-4.6.2. Vehicle Parking (GDC pg. 4-40)

C. Standards**1. Required Vehicle Parking**

a. Vehicle parking must be provided in accordance with the following table:

Use Category	Use Type	Minimum Spaces Required	Maximum Spaces Allowed

PUBLIC AND INSTITUTIONAL USES			
<i>Civic</i>	---		
	Shelter	1 per 500 <u>1,000</u> SF	--

COMMERCIAL USES			
<i>Office</i>	General office	1 per 500 SF	1 per 250 SF
	Bail bond service	1 per 600 SF	1 per 250 SF
	<u>Data center</u>	<u>3</u>	--

<i>Personal Service</i>	General personal service	1 per 500 SF	1 per 250 SF
	Animal care, outdoor	1 per 600 SF	--
	<u>Funeral home or mortuary without cremation service</u>	<u>1 per 100 SF assembly area</u>	--
	<u>Tattoo facility</u>	<u>1 per 500 SF</u>	<u>1 per 250 SF</u>

Section 19-4.6.3. Parking Design (GDC pg. 4-47)

D. Measurement

7. ADA Compliance

When a business restripes parking spaces in a parking lot or parking structure (parking facilities), it must provide accessible parking spaces as required by the ADA Standards for Accessible Design (latest edition).

Section 19-4.6.5. Garage Design (GDC pg. 4-55)

D. Relief

~~1. No administrative relief is allowed.~~

~~1.~~ 2. A change to dimensional standards of this section may be requested in accordance with ***Sec. 6.2.15.***

2. The Administrator may allow legal, nonconforming carports to be converted into garages if the modification complies with all other standards of this Chapter.

3. The Administrator may allow legal, nonconforming carports and garages to be enclosed and converted into space not used for vehicle parking if the modification complies with all other standards of this Chapter excluding parking setbacks.

Div. 19-4.7. Utilities

No changes.

Div. 19-4.8. Transitions and Screening

No changes.

Div. 19-4.9. Fences and Walls

No changes.

Div. 19-4.10. Landscape Standards

No changes.

Div. 19-4.11. Signs

Section 19-4.11.4. Permanent And Large Temporary Signs (GDC pg. 4-99)

R. Electronic Message Boards and Pre-Menu and Menu Boards

2. Pre-Menu and Menu Boards

iii. Pre-menu and menu boards are be set back a minimum of 15 feet from the street right-of-way line and from lot lines of abutting property improved with nonresidential ~~non-residential~~ uses.

[Section 19-4.11.5. Measurement \(GDC pg. 4-116\)](#)

C. Sight Triangle

1. Signs located near the intersection of a street and driveway (or an alley and driveway) cannot obstruct vision between a height of 3 feet and 9 feet within the sight triangle. The sight triangle is formed by creating a 70' line along the street right-of-way line away from the intersection, creating a second line 10' back along the curb or edge of a driveway from the intersection and then drawing a straight-line connecting the end points between the two other lines.

Insert sight distance image

2. Signs located near the intersection of two streets or a street and alley must comply with the sight distance standards established in Table 6.1: Street Design Criteria of the *Engineering Design and Specifications Manual*.

3. Signs located near an intersection with a state-maintained roadway must comply with any applicable state sight distance standards.

G. D. Relief

Div. 19-4.12. Lighting

No changes.

Div. 19-4.13. Materials

[Section 19-4.13.2. Applicability \(GDC pg. 4-126\)](#)

MATERIALS	House-Scale	Neighborhood-Scale	Community-Scale	Mixed Use	Shopfront Mixed Use	Business	Industrial	Special
--								
Vinyl siding	100**	100**	0	0	0	0	0	0

*Above first finished floor on the front facade

**0 percent on multi-unit living properties, nonresidential used properties, or in historic preservation overlay districts

*** Where buildings are more than 10,000 gross square feet, painted or split-faced concrete masonry units shall be prohibited on front facades or facades facing public streets.

ART. 19-5. ENVIRONMENTAL PROTECTION

Div. 19-5.1. General

No changes.

Div. 19-5.2. Tree Protection

No changes.

Div. 19-5.3. Stormwater Management

Section 19-5.3.6. All Development (GDC pg. 5-25)

A. Minor Stormwater Permit

5. Pollution Prevention for Construction Sites

Pollution prevention for construction sites must meet the following:

a. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.

b. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on site to precipitation and to stormwater runoff that may cause adverse impacts to water quality, and.

c. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.

d. The following discharges from sites are prohibited:

i. Wastewater from washout of concrete, unless managed by an appropriate control;

ii. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;

iii. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and

iv. Soaps or solvents used in vehicle and equipment washing.

B. Major Stormwater Permit

2. Water Quantity Performance Standards

a. The following requirements must be met:

i. Runoff calculations, release rates and discharges.

~~d) Pre Development curve numbers shall not exceed 75 within the project area.~~

d) For projects proposing greater than 0.25 acres of new impervious, the pre-development SCS Curve Number shall not exceed 75 for the contributing drainage areas to the Stormwater Control Measures.

Div. 19-5.4. Environmental Protection Appendices

No changes.

ART. 19-6. ADMINISTRATION

Div. 19-6.1. Authority

Section 19-6.1.1. Summary of Review Authority (GDC pg. 6-2)

APPROVAL PROCESS	REVIEW AND APPROVAL AUTHORITY							PUBLIC NOTICE						
	Administrator	Design Review Board	Historic Review Board	Board of Zoning Appeals	Planning Commission	City Council	Mailed	Published	Posted					

Permit Review														

Administrative Relief	---													
Conditional Use Permit	Sec. 6.2.18.	D												

Section 19-6.1.7. Administrator (GDC pg. 6-6)

A. General

The Administrator is the person(s) designated by the City Manager to administer and enforce all or portions of the provisions in this Code.

The Administrator is established as authorized in ~~Chapter 2, Administration~~ of the Municipal Code, and has the following powers and duties under this Code.

B. Authority

2. Review and Recommend

The Administrator is responsible for review and recommendation regarding:

h. Special exception permits; and

- i. Engineering Design and Specifications Manual adoption and amendments;
- j. Local Landmark Designations; and
- k. Historically Significant Structures.

3. Approval

- h. Temporary use permits; ~~and~~
- i. Administrative relief;
- j. Demolition of Historically Significant Structures; and
- k. Conditional use permits.

Section 19-6.1.8. Staff Technical Advisory Team

Section. 19-6.1.8. STAFF TECHNICAL ADVISORY TEAM

A. General

The Staff Technical Advisory Team (STAT) is a group of city staff appointed by the City Manager to prepare recommendations to the Administrator. Representatives from the following agencies may be appointed to the committee: police, fire, special events, planning, legal, economic development, building codes, business licensing, and others as deemed appropriate by the City Manager. The City Manager shall appoint the chair.

The Staff Technical Advisory Team has the following duties under this Code.

B. Authority

1. General

- a. Provision of expertise and technical assistance to the Administrator and Board of Zoning Appeals.

2. Review and Recommend

The Staff Technical Advisory Team is responsible for review and recommendation regarding:

- a. Recommendations to the Administrator regarding conditional use permits for bars or nightclubs, general indoor entertainment and recreation, general outdoor entertainment and recreation, uses open after midnight, and other uses having similar characteristics.
- b. Recommendations to the Administrator regarding existing and proposed uses that the Administrator has determined additional review is needed based on existing or potential adverse impacts to surrounding lands and city services.
- c. Recommendations to the Board of Zoning Appeals regarding special exception permits for certain uses and appeals for conditional use permits.

Div. 19-6.2. Approval Processes

Section 19-6.2.1. Common Review Procedures (GDC pg. 6-9)

B. Application Requirements

1. Public Engagement

b. Project Preview Meeting

Project preview meetings provide an opportunity for the community to learn about upcoming projects in a recurring, familiar setting.

i. Project preview meetings are required for the following applications:

g) Special exception permit or conditional use permit for projects within, or on a lot abutting, an RH-, RN-, RNX-, or RC zoning district.

Section 19-6.2.18. Conditional Use Permit

Section 19-6.2.18. CONDITIONAL USE PERMIT

Add Conditional Use Permit flow chart image

A. Applicability

Conditional use permits are required for uses, as defined in *Div. 19-3.2.*, that are generally compatible with the other uses permitted in a zoning district, but require individual review of their location, design, configuration, and density and intensity of use, and usually require the imposition of conditions to ensure the appropriateness of the use at a particular location.

B. Application Requirements

1. Application Initiation

An application for Conditional Use may be initiated by any person, firm, corporation, or agency provided they are the owner or the owner's representative of the subject property.

2. Application Submittal

To apply for a Conditional Use Permit, a complete application form, required plans, and review fees must be filed with the Planning and Development Department. Other general submittal requirements for all development review applications are listed in *Sec. 6.2.1.*

C. Review and Action Process

1. Staff Technical Advisory Team Action

a. The Staff Technical Advisory Team will consider the application, the relevant supporting materials, applicant testimony, and make a report with findings and recommendations to the Administrator.

2. Administrative Action

a. The Administrator is authorized to approve requests for a Conditional Use Permit.

b. The Administrator must review each application and approve with conditions or deny the application based on the approval criteria below.

D. Criteria for Review and Action

1. A conditional use permit may be granted for a use identified as a conditional use in ***Div. 19-3.2.***, if the Administrator finds that the applicant demonstrates the following standards are met:

a. The proposed conditional use complies with all use standards in ***Div. 19-3.4.*** and ***Div. 19-3.5.***

b. There is adequate public safety (e.g. police/security, fire, emergency medical services) capacity available to serve the proposed conditional use.

2. In approving a conditional use permit, the Administrator may impose conditions as part of the permit approval in accordance with ***Sec. 6.2.1.D.***

E. Appeal of Administrative Decision

Appeals of administrative decisions on Conditional Use Permits are taken to the Board of Zoning Appeals and must follow the procedures in ***Sec. 6.2.15.***

Div. 19-6.3. Nonconformities**Section 19-6.3.1. General (GDC pg. 6-57)**

C. Relief

1. Relief from the requirements of this Section are available through ***Sec. 6.2.14.*** and ***Sec. 6.2.15.***

5. The Historic Review Board may grant an exception for a nonconforming historic building from having to comply with ~~from~~ a development standard triggered pursuant to ***Sec. 19-6.3.1.B.*** above if the facade modification, materials, or other applicable requirement would detract from the historic character of the building.

Div. 19-6.4. Enforcement

No changes.

ART. 19-7. DEFINITIONS

Div. 19-7.1. General

No changes.

Div. 19-7.2. Defined Terms

The following words, terms and phrases, when used in this Code, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Ambient music. Low-volume, background music, which may or may not be amplified, that is not plainly audible beyond twenty-five (25) feet from any portion of the exterior of the building (including outdoor seating and dining areas), and which is intended to provide ambience and not to entertain.

Live music. Any performance of singing, playing musical instruments, or manipulating pre-existing recordings in real-time by one or more persons for an audience. Includes, but is not limited to, bands, musical ensembles, solo performers, disc jockeys, and karaoke.

Plainly audible. Any sound that can be clearly heard by a person of normal sensibilities using his or her unaided hearing facilities. It includes sounds heard at a volume level above that of normal conversation but does not include sounds that are just barely audible. In addition, with respect to music and amplified sounds, the detection of rhythmic, base-reverberating-type sound, beat, or cadence is considered plainly audible.

APPENDICES

Appendix B. Street Type Map

Update Appendix B. Street Type Map to accurately reflect all thoroughfares and city boundaries.

FORMATTING & MISCELLANEOUS CHANGES

Cover Page

The cover page (GDC pg. i) is amended by deleting “Amended following 24-month Code Review on August 25, 2025” and replacing it with adoption date of this text amendment by City Council.

Additionally, the image on the cover page is updated to reflect the current city limits boundary.

Formatting

The adoption of this amendment includes incidental formatting and layout changes necessary to incorporate the approved changes into the code document.

Page Numbers

The adoption of this amendment authorizes updates to the document page numbers and Table of Contents that may be necessary to incorporate the approved changes into the code document.

Document Date

The date in the footer section on each page is updated by replacing “August 25, 2025” with the adoption date of this text amendment by City Council.



30-MONTH REVIEW

CITY COUNCIL AMENDMENTS

The following amendments were introduced and approved by City Council during First Reading on March 23, 2026:

1. Remove the spacing requirement for banks and financial institutions along designated streets.
2. Remove the requirement for Conditional Use Permits for entertainment venues, brewpubs, bars, nightclubs, and similar uses within the Central Business District, provided they close by 12 AM midnight.
3. Where permitted, limit the visibility of shipping containers used for storage from multi-use trails.

BACKGROUND AND REVIEW PROCESS

- Greenville Development Code adopted June 2023 and effective July 2023
- Four rounds of amendments adopted since implementation, with last update effective August 2025
- Now working on the fifth and sixth rounds of amendments

TIMELINE AND PUBLIC ENGAGEMENT

January 28	Coffee with the Code
February 3	Highlights at Project Preview Meeting and 30-day notice
February 5	Highlights at Planning Commission
February 9	Highlights at City Council
February 18	15-day public notice and amendments
March 5	Planning Commission Public Hearing



AMENDMENTS PROPOSED



NONRESIDENTIAL DESIGN IN RH- AND RN- DISTRICTS

- ✓ Provide more flexibility for allowed non-residential uses in certain residential districts

*Intended to assist already permitted non-residential uses like **religious buildings, daycares, and schools***

- ✓ Current standards in these districts are tailored toward residential buildings, which is not always conducive for non-residential structures

Examples: large parking setbacks, limited building widths, etc.

- ✓ Alternative standards intended to balance the need for design flexibility, while ensuring compatibility within a neighborhood context

Trade-offs would be required, including outdoor amenity space, larger setbacks, active depth, and transition buffers when abutting existing or future residential development



ROOFS IN NEIGHBORHOOD REVITALIZATION OVERLAY DISTRICTS (NROs)

Applies to Nicholtown, West Greenville, Green Avenue, and Greater Sullivan

- Clarifies that roofs must be gable or hipped
- No butterfly, skillion, or shed roofs as primary roof form (no mono-pitched roof forms)



CONDITIONAL USE PERMITTING

Key Considerations:

- This is a new option not currently offered in the Development Code
- These permits are a zoning tool that would allow a certain land use that is likely appropriate in the zoning district, but requires further review and decision by City staff
- With approval, staff may impose conditions to ensure the use will be compatible with surrounding lands
- This process is like the special exception permit process, but City staff is the final decision-maker
- A project preview meeting would be required for applications abutting residential zoning districts

FOOD/BEVERAGE AND ENTERTAINMENT USES



Require conditional use permit for all bars, nightclubs, brewpubs, micro-breweries, small wineries, micro-distilleries, and indoor/outdoor entertainment venues *when located outside the central business district (City Council amendment).*

Currently, these uses are typically permitted by right (with conditions) in most commercial districts unless operating after midnight



Add to existing use standards for these uses

The changes aim to provide predictability to the process, with a key benefit of the code being its ability to outline specific requirements, ensuring predictability for both applicants and nearby residents.



Refine accessory outdoor entertainment use standards



LATE NIGHT USES



Require conditional use permit for uses open to the public between midnight and 5 am.

Currently, these uses require a special exception permit from the Board of Zoning Appeals. This change would reduce board workload.



Refine use standards for after midnight hours to further ongoing downtown safety initiative measures and codify best practices recommended by City staff

BANK AND ATM USES

- ✓ Move banks from the current "General Retail" use classification; create a new land use type for banks, financial institutions, and ATMs
- ✓ Banks would continue to be allowed where retail is already permitted
- ✓ ~~Add a 300' separation requirement for banks along the city's thoroughfares and high-volume district streets to limit continued clustering of banks and to encourage more commercial variety and vibrancy (PC recommendation included a modification to a 300' door to door separation on single parcels)~~ *Separation requirement removed by City Council Amendment.*
- ✓ Prohibit freestanding ATMs as principal uses in most commercial zoning districts
- ✓ Existing banks and ATMs not meeting these standards could continue as is
- ✓ ATMs would still be permitted as accessory uses to banks and grocery stores



FIREWORKS SALES USE **RESTRICTION**

Key Considerations:

- Limit fireworks sales as a principal land use within the city limits, including temporary/seasonal fireworks stands (considering allowing them in Industrial General (IG) zoning districts beyond a certain distance from residential uses).
- This regulation would address fire-related concerns from these types of businesses.



OTHER UPDATES



Z-1-2026

Staff Recommendation

Recommend approval of text amendment request.

Planning Commission Action

Recommend approval with modifications of text amendment request by a vote of 5-0.

~~Modification to Section 19-3.4.4.1.2. to change the separation requirement for bank uses if on a regulated district street or thoroughfare to 300', measured door to door~~

PC modification is no longer applicable following the City Council amendment.



QUESTIONS AND DISCUSSION

ARTICLE 19

GREENVILLE
DEVELOPMENT
CODE





**Request for Council Action Form
City of Greenville, South Carolina**

**Agenda Item Number: 15a
Agenda Date: April 13, 2026**

To: Honorable Mayor and Members of City Council
From: City Manager Shannon Lavrin

Agenda Item Type: Ordinance, First Reading

Document Caption:

AN ORDINANCE TO APPROPRIATE \$30,000 IN THE MISCELLANEOUS GRANTS FUND FOR THE FY 2025 SOUTH CAROLINA STATE HOMELAND SECURITY GRANT PROGRAM

Document Summary:

The Greenville City Fire Department received a grant in the amount of \$30,000 from the South Carolina Law Enforcement Division, as the state administrative agency for the Homeland Security Grant Program. The South Carolina State Homeland Security Program grant will be used to purchase equipment needed for the Upstate Regional Collapse Search and Rescue Team.

Impact if Denied:

If denied, the City will have to reject the grant funds.

Financial Impact:

None; the grant is fully reimbursable to the City.

Required Review and Approval:

Department Director:
Brian Horton

DocuSigned by:

Brian Horton

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City Attorney:
Leigh Paoletti

DocuSigned by:

Leigh Paoletti

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Chief Financial Officer:
Patricia Dennis

Signed by:

Patricia Dennis

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City Manager:
Shannon Lavrin

Signed by:

Shannon Lavrin

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A N O R D I N A N C E

TO APPROPRIATE \$30,000 IN THE MISCELLANEOUS GRANTS FUND FOR THE
FY 2025 SOUTH CAROLINA STATE HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the Greenville City Fire Department received a grant totaling \$30,000 from the South Carolina Law Enforcement Division through the 2025 South Carolina State Homeland Security Grant Program; and

WHEREAS, the funds received will be used to purchase equipment needed for the Upstate Regional Collapse Search and Rescue Team; and

WHEREAS, no additional funds are needed to complete purchase the equipment as contemplated;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of \$30,000 is appropriated in the Miscellaneous Grants Fund to support the Upstate Regional Collapse Search and Rescue Team 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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER



**Request for Council Action Form
City of Greenville, South Carolina**

**Agenda Item Number: 15b
Agenda Date: April 13, 2026**

To: Honorable Mayor and Members of City Council
From: City Manager Shannon Lavrin

Agenda Item Type: Ordinance, First Reading

Document Caption:

AN ORDINANCE TO REZONE APPROXIMATELY 0.26 ACRE OF REAL PROPERTY LOCATED AT 212 ASBURY AVENUE FROM RH-D, HOUSE D DISTRICT, TO MX-2, MIXED-USE 2 DISTRICT (TAX MAP NUMBER 0023000101900) (Z-3-2026)

Document Summary:

An application was made to the city of Greenville to rezone property consisting of approximately 0.26 acre located at 212 Asbury Avenue from RH-D, House D District, to MX-2, Mixed-Use 2 District.

The existing structure located on the Property was built in 1910 and is the former Mrs. W.H. Smith Tourist Home as listed in the Negro Motorist Green Book, a travel guide created in 1936 by Victor Hugo Green to help African Americans navigate safe dining, lodging, and services during the Jim Crow era.

The Property was designated as a Local Landmark by the City's Historic Review Board.

The City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning and recommended approval of the application by a vote of 5-0.

Planning Staff Recommendation:	Denial
Planning Commission Recommendation:	Motion to Approve Passed 5-0

Impact if Denied:

The Property will not be rezoned.

Financial Impact:

None.

Required Review and Approval:

Department Director:
Mary Douglas Hirsch

Signed by:

Mary Douglas Hirsch
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Chief Financial Officer:
Patricia Dennis

City Attorney:
Leigh Paoletti

DocuSigned by:

Leigh Paoletti
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City Manager:
Shannon Lavrin

Signed by:

Shannon Lavrin
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A N O R D I N A N C E

TO REZONE APPROXIMATELY 0.26 ACRE OF REAL PROPERTY LOCATED AT 212 ASBURY AVENUE FROM RH-D, HOUSE D DISTRICT, TO MX-2, MIXED-USE 2 DISTRICT (TAX MAP NUMBER 0023000101900) (Z-3-2026)

WHEREAS, an application was made to the city of Greenville (the “City”) to rezone property consisting of approximately 0.26 acre located at 212 Asbury Avenue and as shown in Exhibit A (Tax Map Number 0023000101900) (the “Property”) from RH-D, House D District, to MX-2, Mixed-Use 2 District; and

WHEREAS, the existing structure located on the Property was built in 1910 and is the former Mrs. W.H. Smith Tourist Home as listed in the *Negro Motorist Green Book*, a travel guide created in 1936 by Victor Hugo Green to help African Americans navigate safe dining, lodging, and services during the Jim Crow era; and

WHEREAS, the Property has been confirmed as eligible for listing on the National Register of Historic Places and, in December 2025, was designated as a Local Landmark by the City’s Historic Review Board; and

WHEREAS, as a designated Local Landmark pursuant to Section 19-6.2.16 of the Code of Ordinances of the City of Greenville, the Property must receive a Certificate of Appropriateness from the Historic Review Board and comply with all applicable design guidelines for Preservation Overlay Districts as well as the Secretary of Interior Standards for Rehabilitation for any modifications, demolitions, relocations, or similar treatments; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on March 5, 2026, to consider the proposed rezoning, and the Commission recommended approval to City Council for the proposed zoning designation of MX-2, Mixed-Use 2 District, by a vote of 5-0 with comments that the Commission recognizes the historic nature of the Property, expects it will be appropriately developed with a Certificate of Appropriateness and meet other city requirements, that the rezoning does not set a precedent for more intensive zoning or spot-zoning in this area or any other area of the City, and that the Commission appreciates this historic structure will be rehabilitated and restored to its original use; and

WHEREAS, City Council, with due consideration of the recommendation and comments from the Planning Commission, finds the MX-2, Mixed-Use 2 District, compatible with the City’s zoning of surrounding properties and the GVL2040 Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Property shall be rezoned from RH-D, House D District, to MX-2, Mixed-Use 2 District. The attached Exhibit A, as prepared by the city of Greenville Planning and Development Services Department, is incorporated by reference for purposes of identifying the location of the Property. This Ordinance shall be effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

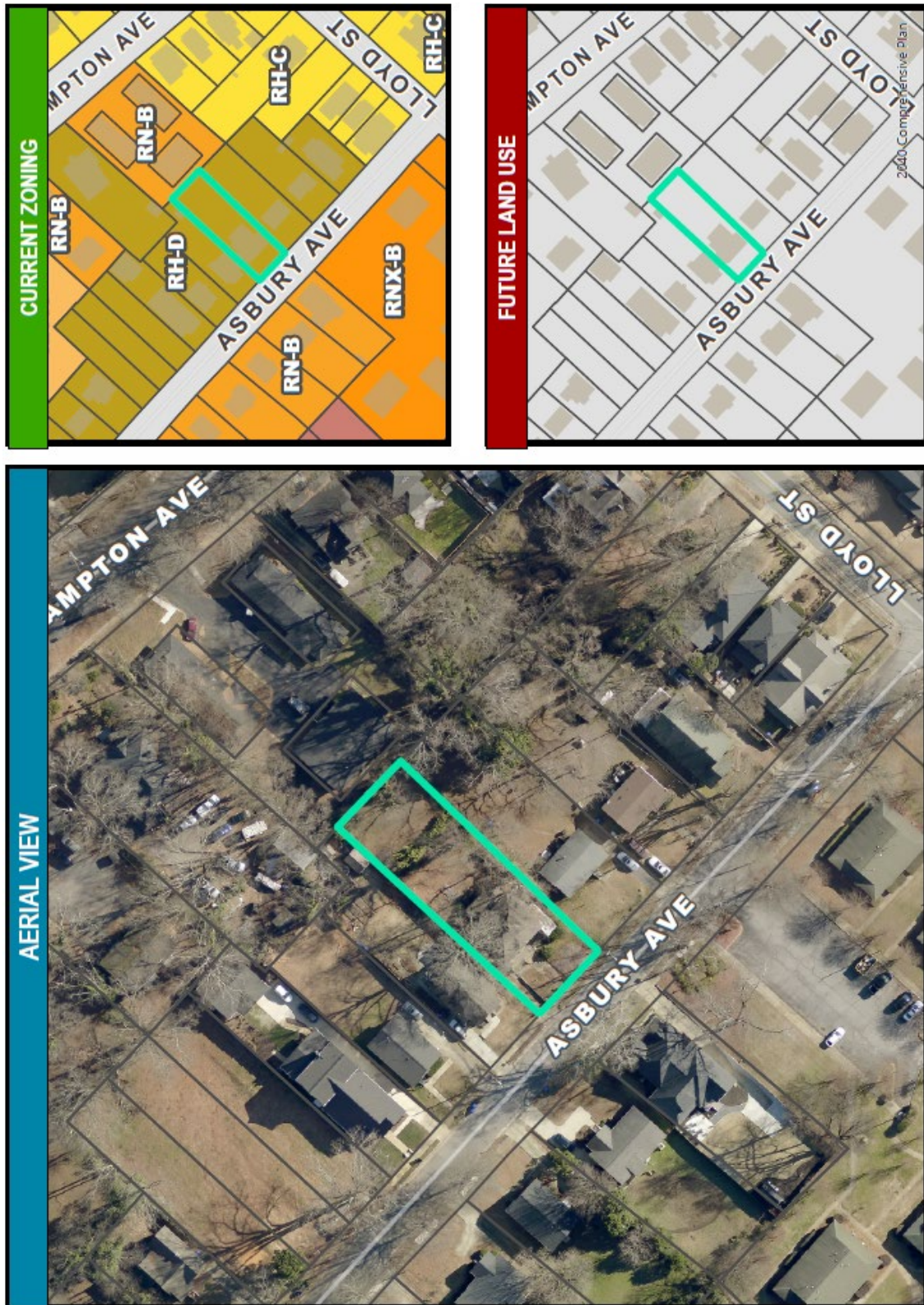
CITY ATTORNEY

REVIEWED:

CITY MANAGER

EXHIBIT A

[Map – Current Zoning and Future Land Use]





Planning Department

City of Greenville

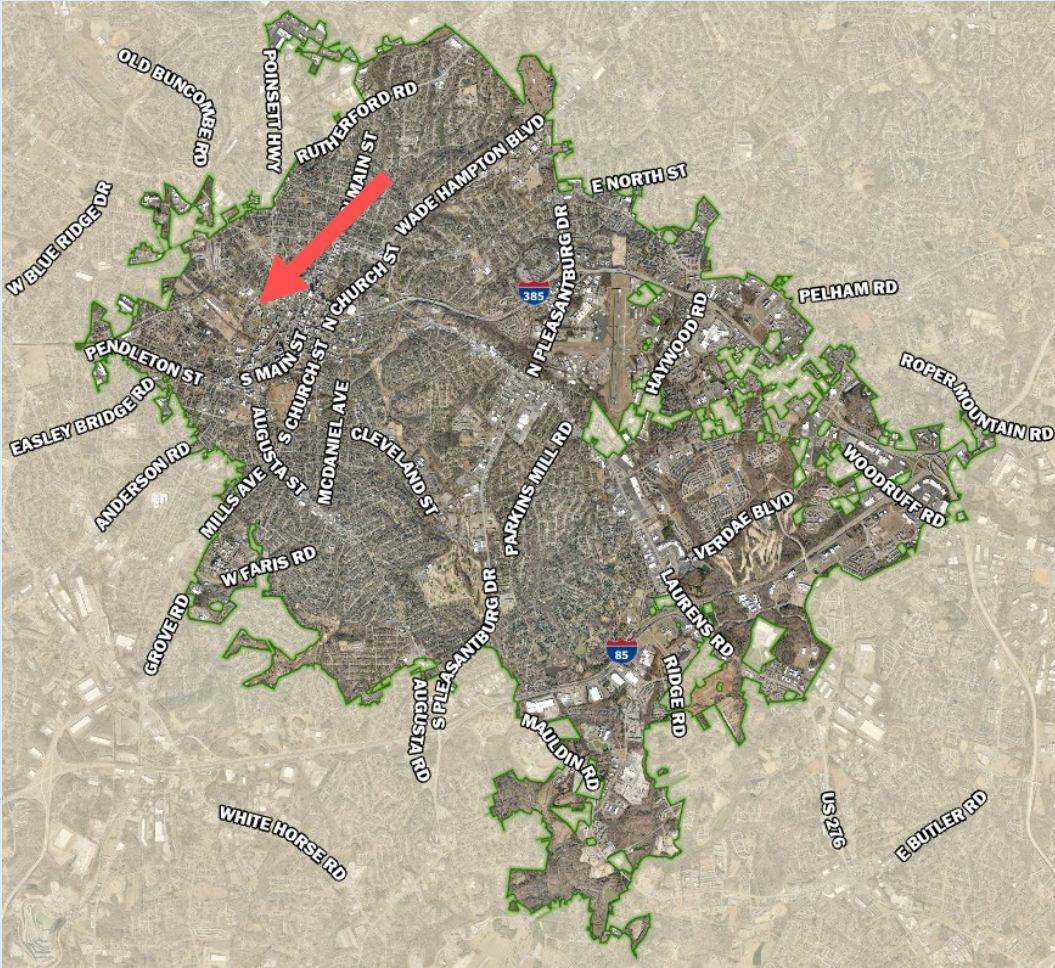
Z-3-2026

212 Asbury Avenue

Z-3-2026 | 212 Asbury Avenue

REQUEST

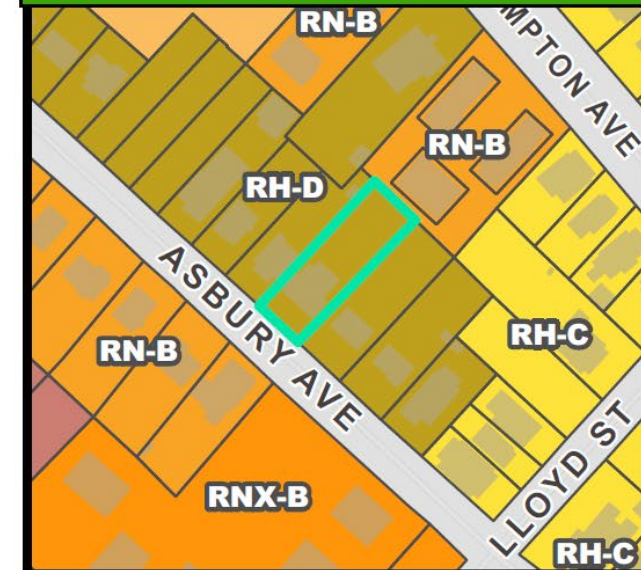
REZONE of 0.26 acre located at **212 ASBURY AVENUE** from RH-D, House D District, to MX-2, Mixed-Use 2 District (TM# 00213000101900)



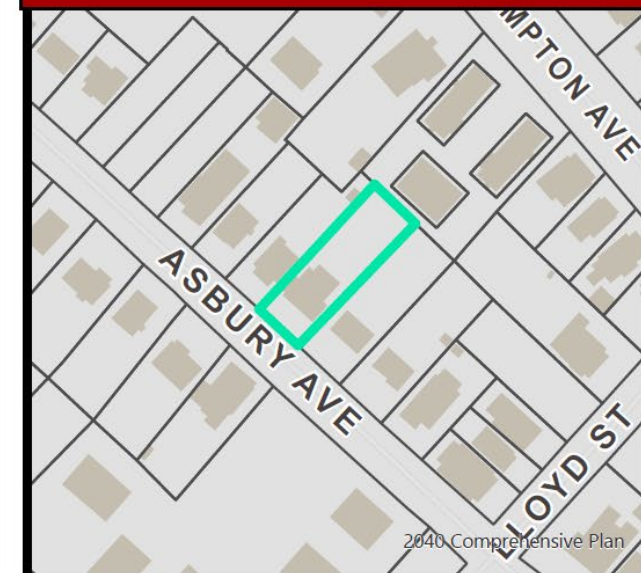
AERIAL VIEW



CURRENT ZONING



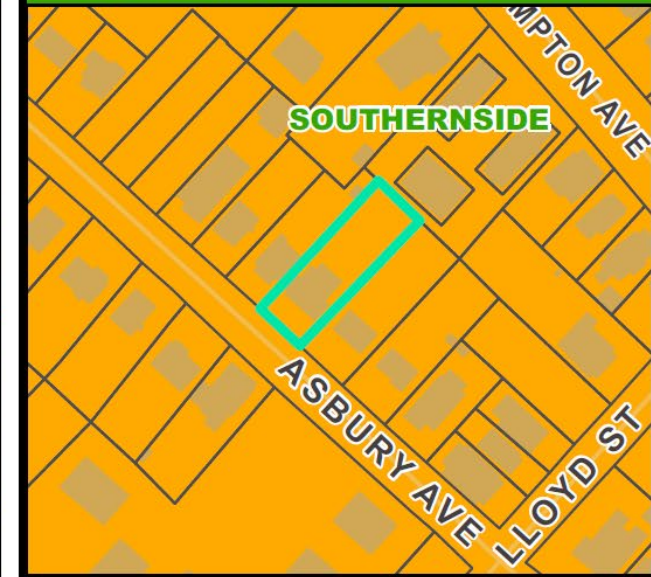
FUTURE LAND USE



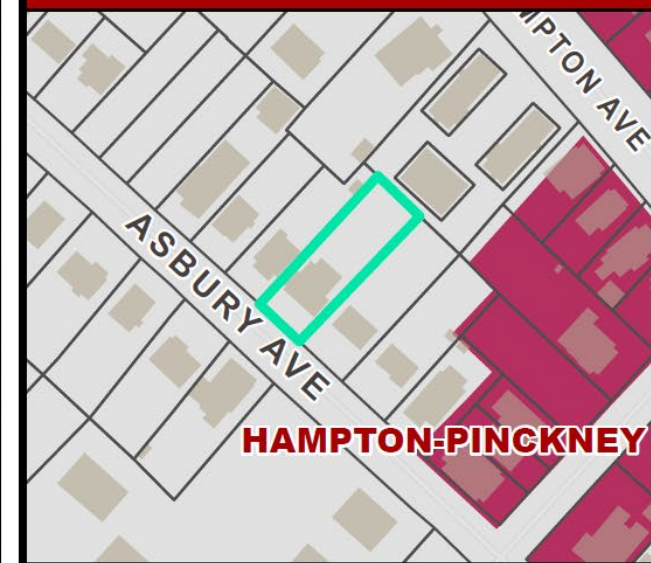
NATURAL / ENVIRONMENTAL FEATURES



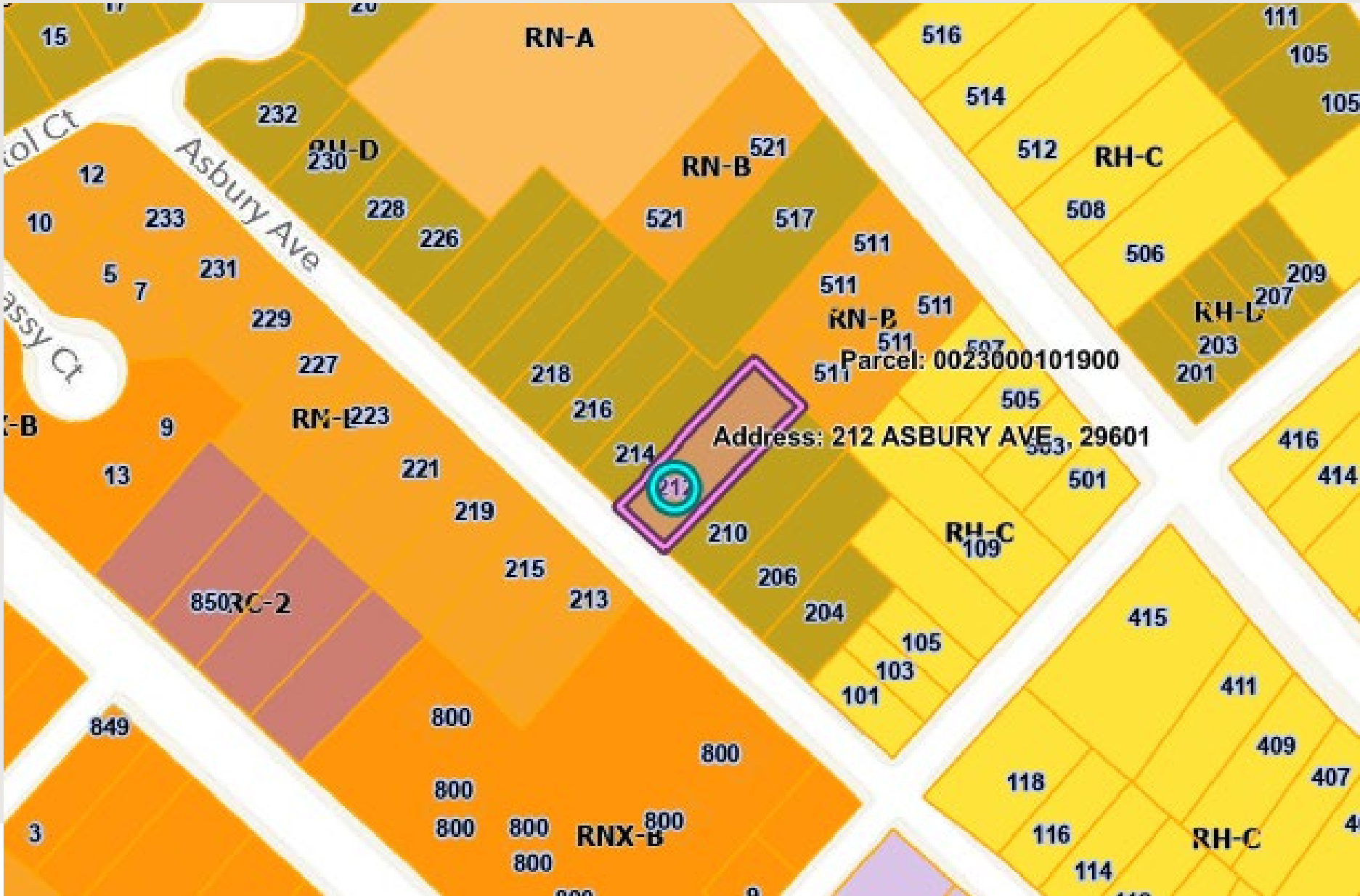
SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS



Z-3-2026 | 212 Asbury Avenue



Z-3-2026 | 212 Asbury Avenue

Local Landmark Designation

- December 2025 Approval by Historic Review Board
- Requires compliance with Design Guidelines for Preservation Overlay Districts
- Any work on property requires a Certificate of Appropriateness, including a public hearing at the Historic Review Board
- Must follow Secretary of Interior's Standards for Rehabilitation for any modifications, demolitions, or other alterations



Z-3-2026 | 212 Asbury Avenue



Z-3-2026 | 212 Asbury Avenue



Z-3-2026 | 212 Asbury Avenue



Z-3-2026

— Staff Recommendation —

Recommend Denial of
rezone to MX-2 for the
property.

— Planning Commission Decision —

Recommend approval
of the rezone request to
MX-2 by a vote of 5-0.





**Request for Council Action Form
City of Greenville, South Carolina**

**Agenda Item Number: 15c
Agenda Date: April 13, 2026**

To: Honorable Mayor and Members of City Council
From: City Manager Shannon Lavrin

Agenda Item Type: Ordinance, First Reading

Document Caption:

AN ORDINANCE TO APPROPRIATE A TOTAL OF \$26,000,000 IN STATE FUNDS, TOGETHER WITH CUMULATIVE AND FUTURE INTEREST, RECEIVED FOR THE GREENVILLE CULTURAL AND ARTS CENTER ("DOWNTOWN GREENVILLE CONFERENCE CENTER") PROJECT IN THE CAPITAL PROJECTS FUND AND AUTHORIZE THE DISBURSEMENT OF \$7,000,000 TO THE MUSEUM AND GALLERY, INC. AS AUTHORIZED BY THE SOUTH CAROLINA GENERAL APPROPRIATIONS ACTS FOR FISCAL YEARS 2019-2020, 2020-2021, AND 2025-2026, AND TO PROVIDE FOR THE DEPOSIT OF SUCH FUNDS IN THE CAPITAL PROJECTS FUND

Document Summary:

The purpose of this action is to formally recognize State appropriations designated for the Downtown Greenville Conference Center project, appropriate these funds (including any current and future accrued interest) into the City's Capital Projects Fund, and authorize the disbursement of a portion of these funds to the Museum and Gallery, Inc. in accordance with State budget directives.

Impact if Denied:

If Council does not approve the Ordinance, the City will be unable to formally recognize and appropriate the State authorized funds for the Downtown Greenville Conference Center project. This would delay or prevent the City from disbursing funds as required under the State appropriations, including the \$7,000,000 designated for the Museum and Gallery, Inc.

Financial Impact:

Approval of the Ordinance will appropriate the State provided \$26,000,000 (plus any accrued interest) into the Capital Projects Fund for the Downtown Greenville Conference Center project. A portion of which, \$7,000,000, will be disbursed to the Museum and Gallery, Inc. as directed by State's Budget proviso.

Required Review and Approval:

Department Director:

City Attorney:
Leigh Paoletti

DocuSigned by:

Leigh Paoletti
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Chief Financial Officer:
Patricia Dennis

Signed by:

Patricia Dennis
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City Manager:
Shannon Lavrin

Signed by:

Shannon Lavrin
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AN ORDINANCE

TO APPROPRIATE A TOTAL OF \$26,000,000 IN STATE FUNDS, TOGETHER WITH CUMULATIVE AND FUTURE INTEREST, RECEIVED FOR THE GREENVILLE CULTURAL AND ARTS CENTER (“DOWNTOWN GREENVILLE CONFERENCE CENTER”) PROJECT IN THE CAPITAL PROJECTS FUND AND AUTHORIZE THE DISBURSEMENT OF \$7,000,000 TO THE MUSEUM AND GALLERY, INC. AS AUTHORIZED BY THE SOUTH CAROLINA GENERAL APPROPRIATIONS ACTS FOR FISCAL YEARS 2019-2020, 2020-2021, AND 2025-2026, AND TO PROVIDE FOR THE DEPOSIT OF SUCH FUNDS IN THE CAPITAL PROJECTS FUND

WHEREAS, the city of Greenville (the “City”) received a total of \$26,000,000 in appropriations from the state of South Carolina (the “State”) for the Greenville Cultural and Arts Center (“Downtown Greenville Conference Center”) project, of which \$7,000,000 was received in accordance with the State’s General Appropriations Bill for Fiscal Year 2019-2020 and the remaining \$19,000,000 was received in accordance with the State’s General Appropriations Bill for Fiscal Year 2020-2021, as set forth in the Arts Commission section of the Appropriation Acts and related budget provisos; and

WHEREAS, in the General Appropriations Bill for Fiscal Year 2025-2026, the State authorized the City to disperse a portion of the \$7,000,000 appropriated in Act 91 of 2019 to a relevant arts entity, specifically the Museum and Gallery, Inc., as set forth in the Arts Commission section of the Appropriation Act and related budget provisos; and

WHEREAS, the City has held these funds in a dedicated account, where interest has accrued and will continue to accrue until the funds are fully expended;

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

1. The amount of \$26,000,000, plus cumulative and future interest earnings, is hereby appropriated in the Capital Projects Fund to support the Downtown Greenville Conference Center project as reflected in the attached Exhibit.
2. Of these funds, \$7,000,000 is authorized for disbursement to the Museum and Gallery, Inc. in accordance with the South Carolina 2025-2026 Appropriation Act and related budget provisos.
3. This Ordinance shall become effective upon passage on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

BUDGET AMENDMENT

Number



**Request for Council Action Form
City of Greenville, South Carolina**

**Agenda Item Number: 15d
Agenda Date: April 13, 2026**

To: Honorable Mayor and Members of City Council
From: City Manager Shannon Lavrin

Agenda Item Type: Ordinance, First Reading

Document Caption:

AN ORDINANCE TO ABANDON A PORTION OF RIGHT-OF-WAY ON EAST COURT STREET AND A PORTION OF COURT SQUARE (TAX MAP NUMBER 0059000102100) (AB-3-2025)

Document Summary:

Steve Owings, owner of Crescent Greenville, LLC, has proposed a mixed-use development ("The Crescent") on his property identified as Tax Map Number 0059000101700 at the corner of Main Street and East Court Street. The proposed development consists of approximately a 5,128 square feet of parking garage, 1,665 square feet of commercial space and 21,130 square feet of residential use.

A petition has been submitted to the city of Greenville (the "City") requesting the abandonment of a portion of right-of-way along East Court Street and a portion of the City's Court Square property ("Court Square") abutting his property frontage to accommodate the proposed parking and building improvements for The Crescent. The portions of the existing right-of-way and Court Square petitioned for abandonment currently function as part of Crescent Greenville, LLC's existing surface parking lot and the abandonment will not result in a decrease of the City's existing improved streetscape and public plaza space.

The right-of-way will be abandoned and combined with Tax Map Number 0059000101700.

Impact if Denied:

The right-of-way and Court Square will not be abandoned and would require a redesign of The Crescent mixed-use development resulting in fewer parking spaces for the proposed residential units.

Financial Impact:

None.

Required Review and Approval:

Department Director:
Clint Link

Signed by:

Clint Link

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City Attorney:
Leigh Paoletti

DocuSigned by:

Leigh Paoletti

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Chief Financial Officer:
Patricia Dennis

City Manager:
Shannon Lavrin

Signed by:

Shannon Lavrin

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A N O R D I N A N C E

TO ABANDON A PORTION OF RIGHT-OF-WAY ON EAST COURT STREET
AND A PORTION OF COURT SQUARE FROM TAX MAP NUMBER
0059000102100 (AB-3-2025)

WHEREAS, the city of Greenville (the “City”) may have rights and/or entitlements to East Court Street to the extent that it is public right-of-way; and

WHEREAS, the City may have rights and/or entitlements to Court Square as more specifically identified as Tax Map Number 0059000102100 to the extent that it was previously identified as right-of-way and thereafter assigned a Tax Map Number; and

WHEREAS, Steve Owings (the “Owner”) of Crescent Greenville, LLC, has proposed a mixed-use development known as The Crescent on his property identified as Tax Map Number 0059000101700 consisting of approximately a 5,128 square feet of parking garage, 1,665 square feet of commercial space and 21,130 square feet of residential use; and

WHEREAS, the Owner has submitted a petition to the City requesting the abandonment of a portion of right-of-way along East Court Street and a portion of the Court Square property (“Court Square”) abutting his property frontage to accommodate the proposed parking and building improvements for the mixed-use development; and

WHEREAS, the portions of the existing right-of-way and Court Square petitioned for abandonment currently function as part of Crescent Greenville, LLC’s existing surface parking lot and the abandonment will not result in a decrease of the City’s existing improved streetscape and public plaza space; and

WHEREAS, the abandonment will not result in any adverse impacts to traffic circulation, local access, or operations of the City’s street system or public plaza; and

WHEREAS, the right-of-way and portion of Court Square will be abandoned and combined with Tax Map Number 0059000101700 as shown in Exhibit A; and

WHEREAS, pursuant to properly published notice, a public hearing was held before City Council on Monday, February 23, 2026, 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, a total 231 square feet (0.005 acre) of right-of-way along East Court Street and 352 square feet (0.008 acre) of Tax Map Number 0059000102100, which is identified more particularly on Exhibit A, which is attached hereto and incorporated herein, shall be abandoned and closed as a public right-of-way and Court Square, respectively. 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 are reasonable to implement the purposes of this Ordinance.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

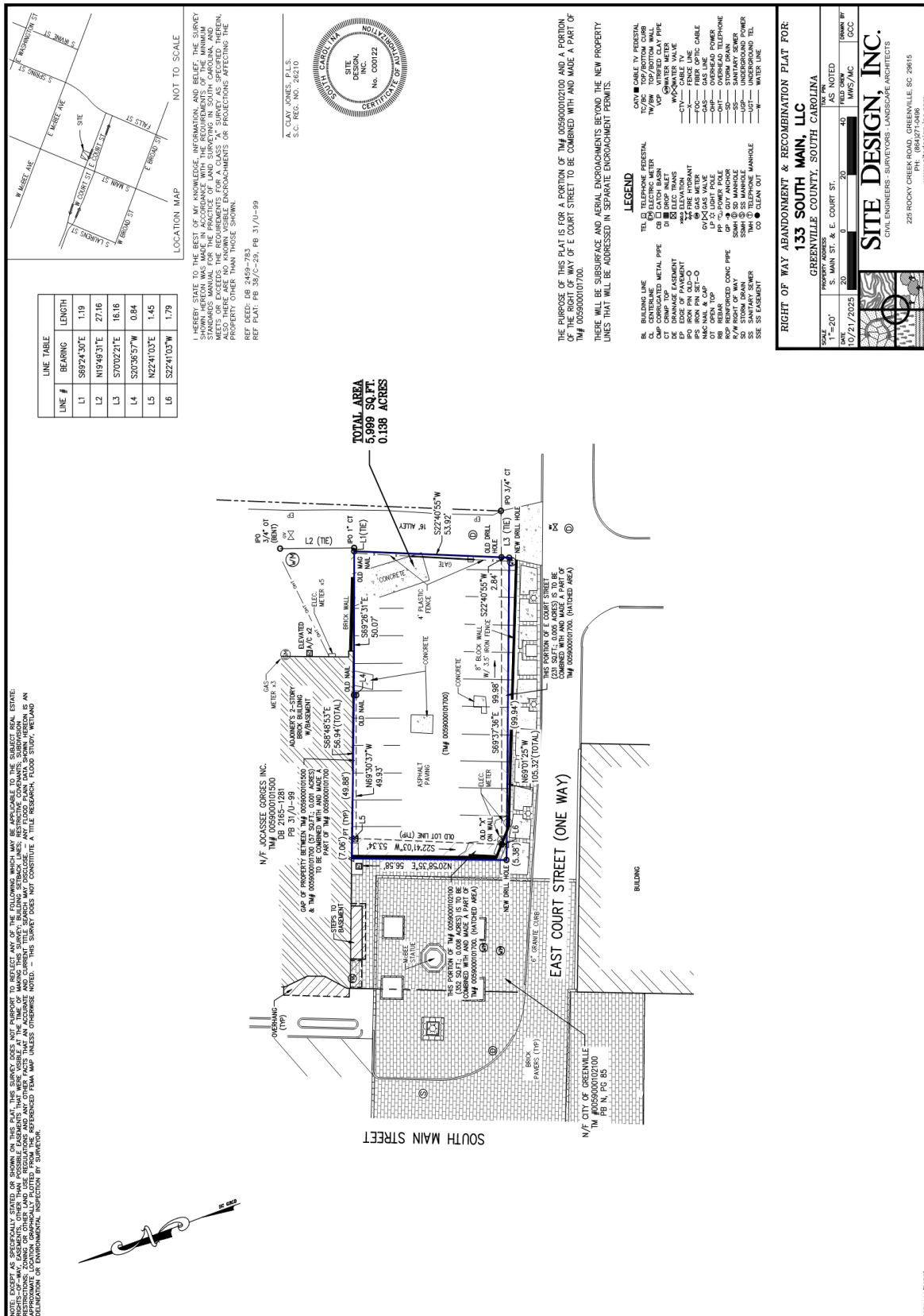
APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

[Right-of-Way Abandonment and Recombination Plat]





**Request for Council Action Form
City of Greenville, South Carolina**

**Agenda Item Number: 15e
Agenda Date: April 13, 2026**

To: Honorable Mayor and Members of City Council
From: City Manager Shannon Lavrin

Agenda Item Type: Ordinance, First Reading

Document Caption:

AN ORDINANCE TO APPROVE AN EASEMENT AGREEMENT IN FAVOR OF DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF PROVIDING UTILITY SERVICE TO CITY PROPERTY LOCATED AT 150 CLEVELAND PARK DRIVE (TAX MAP NUMBER 006720100100)

Document Summary:

The purpose of this Ordinance is to approve an Easement in favor of Duke Energy Carolinas, LLC for the purpose of providing utility service to the Greenville Zoo which is located at 150 Cleveland Park Drive

Impact if Denied:

The Easement will not be granted.

Financial Impact:

None.

Required Review and Approval:

Department Director:

Jeff Waters

Signed by:

Jeff Waters

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City Attorney:

Leigh Paoletti

DocuSigned by:

Leigh Paoletti

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Chief Financial Officer:

Patricia Dennis

City Manager:

Shannon Lavrin

Signed by:

Shannon Lavrin

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A N O R D I N A N C E

TO APPROVE AN EASEMENT AGREEMENT IN FAVOR OF DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF PROVIDING UTILITY SERVICE TO CITY PROPERTY LOCATED AT 150 CLEVELAND PARK DRIVE (TAX MAP NUMBER 006720100100)

WHEREAS, the city of Greenville (the “City”) is the owner of that certain tract of land located at 150 Cleveland Park Drive (Tax Map Number 006720100100) (the “Property”); and

WHEREAS, the Property contains the Greenville Zoo; and

WHEREAS, the City desires to have utility service to the Property and electric utility lines placed underground thereon for the purpose of providing service to the Greenville Zoo; and

WHEREAS, City Council has determined it is in the best interests of the City to enter into an Easement Agreement in favor of Duke Energy Carolinas, LLC for the purpose of providing service to, and undergrounding electric utilities on, the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council approves entering into an Easement Agreement in favor of Duke Energy Carolinas, LLC, subject to terms and conditions that are substantially similar to those as set out in Attachment 1, attached hereto and incorporated herein by reference. 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 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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

ATTACHMENT 1

[Easement Agreement]

Prepared by: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Philip Justice
1754 Woodruff Rd
PMB#145
Greenville, SC 29607

Parcel # 0067020100100

EASEMENT

State of South Carolina
County of Greenville

THIS EASEMENT ("Easement") is made this ____ day of _____, 20____, from
CITY OF GREENVILLE, a South Carolina municipal corporation ("Grantor", whether one or more),
to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 112, Page 356**, Greenville County Register of Deeds ("Property").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day
of _____, 20____.

Witnesses:

CITY OF GREENVILLE
a South Carolina municipal corporation

(Witness #1)

SHANNON LAVRIN, CITY MANAGER (SEAL)

(Witness #2)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of
_____, certify that SHANNON LAVRIN, as CITY MANAGER of CITY OF
GREENVILLE, a South Carolina municipal corporation, personally appeared before me this day and
acknowledged the due execution of the forgoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____

Commission Expires: _____

[Map of Easement Area]





**Request for Council Action Form
City of Greenville, South Carolina**

**Agenda Item Number: 16a
Agenda Date: April 13, 2026**

To: Honorable Mayor and Members of City Council
From: City Manager Shannon Lavrin

Agenda Item Type: Resolution, First and Final Reading

Document Caption:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF PROPERTY LOCATED AT WILLARD STREET AND REACH STREET FROM THE SALVATION ARMY FOR THE PURPOSE OF RETAINING OPEN SPACE AND TO AUTHORIZE THE USE OF FUNDS FROM THE OPEN SPACE ACQUISITION PROJECT (ED3555) (TAX MAP NUMBERS 0124000600303 and 0054000400100)

Document Summary:

City Council adopted the GVL2040 Comprehensive Plan ("GVL2040") as a guide to shape the growth and evolution of the city of Greenville (the "City") over the next two decades. GVL2040 identified Open Space and the Environment as a priority and set a goal to preserve as much as 35% percent of the City's remaining vacant land.

The purchase is supported by an anonymous donation and grants from the South Carolina Conservation Bank and the Greenville County Historic and Natural Resources Trust, totaling \$300,000. The City will contribute the remaining \$120,000 from its Open Space Acquisition Fund toward the overall \$420,000 purchase price.

Impact if Denied:

The Property will not be purchased.

Financial Impact:

\$120,000 from ED3555 - Open Space Acquisition

Required Review and Approval:

Department Director:

City Attorney:
Leigh Paoletti
DocuSigned by:
Leigh Paoletti
5CBFADF322244F8...

Chief Financial Officer:
Patricia Dennis

City Manager:
Shannon Lavrin

Signed by:

Patricia Dennis
3F292597F562498...

Signed by:

Shannon Lavrin
B6D12FA1F89A405...

A R E S O L U T I O N

TO AUTHORIZE THE PURCHASE OF PROPERTY LOCATED AT WILLARD STREET AND REACH STREET FROM THE SALVATION ARMY FOR THE PURPOSE OF RETAINING OPEN SPACE AND TO AUTHORIZE THE USE OF FUNDS FROM THE OPEN SPACE ACQUISITION PROJECT (ED3555) (TAX MAP NUMBERS 0124000600303 and 0054000400100)

WHEREAS, City Council adopted the GVL2040 Comprehensive Plan as a guide to shape the growth and evolution of the city of Greenville (the “City”) over the next two decades; and

WHEREAS, GVL2040 identified open space and the environment as priorities and set a goal to preserve as much as 35% percent of Greenville’s remaining vacant land; and

WHEREAS, the City desires to purchase approximately 16.81 acres located at Willard Street and Reach Street (Tax Map Numbers 0124000600303 and 0054000400100) (collectively, the “Property”) for use as open space and to satisfy conversion requirements associated with a small, partial conversion at McPherson Park, to potentially serve as replacement property in accordance with the requirements of the federal Land and Water Conservation Fund conversion process; and

WHEREAS, the City received an anonymous donation (the “Donation”) and grants from the South Carolina Conservation Bank and the Greenville County Historic and Natural Resources Trust (collectively, the “Grants”) totaling \$300,000 toward the purchase of the Property; and

WHEREAS, City Council has recognized the need for funding for acquisition of property for use as open space and has appropriated funding in the Open Space Acquisition Fund (the “Project”) over several fiscal year budgets, and City Council believes it is appropriate to fund a portion of the acquisition of the Property in the amount of \$120,000 from this Project; and

WHEREAS, City Council approves the purchase of the Property for the amount of \$420,000, of which \$300,000 is funded by the Grants and Donation and \$120,000 is paid from City funds previously appropriated to the Project Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the City shall purchase the Property located at Willard Street and Reach Street (Tax Map Numbers 0124000600303 and 0054000400100) from the Salvation Army for Four Hundred Twenty Thousand and No/100 Dollars (\$420,000), the final negotiated price, which may be adjusted based on the actual Property Taxes due at the time of closing. Further, the City’s portion of the acquisition in the amount of \$120,000 shall be funded from the Open Space Fund Project. The City Manager is authorized to proceed with the purchase in conformity with the terms and conditions of the Agreement for the purchase and sale in substantially the same form as attached as Attachment 1. The City Manager is further authorized to execute any additional documents needed to complete the transaction, provided they are in compliance with this Resolution. The City Manager may make minor adjustments to the attached Agreement after consultation with the City Attorney, provided they conform to the purposes of this Resolution.

RESOLVED THIS THE ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

ATTACHMENT 1

[Real Estate Purchase and Sale Agreement]

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of July 2025 (the "Effective Date"), by and between The City of Greenville, South Carolina, a municipal corporation and political subdivision of the State of South Carolina ("Purchaser") and The Salvation Army, a Georgia corporation ("Seller").

RECITALS:

- A. Seller is the owner and holder of two (2) parcels of land totaling approximately 16.81 acres at Willard Street and Reach Street in Greenville, South Carolina, referenced as Greenville County Tax Map Nos. 0124000600303 and 0054000400100, and as more fully described in the attached Exhibit A (the "Property"); and
- B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller for the price and upon the terms and conditions set forth hereinafter in this Agreement.

AGREEMENTS:

1. Agreement to Buy and Sell. For and in consideration of the mutual covenants, conditions, and provisions set forth hereinafter, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell the Property to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.
2. Earnest Monies. Within five (5) business days of the execution of this Agreement by both Seller and Purchaser, Purchaser shall pay to Law Office of Bruce B. (Bo) Campbell, LLC ("Escrow Holder") in collected funds the sum Ten Thousand and no/100 (\$10,000.00) Dollars (the "Earnest Monies") as earnest money, which Earnest Monies shall be held on deposit by Escrow Holder until the earlier of (i) closing of the transaction contemplated herein or (ii) termination of this Agreement, and which Earnest Monies shall be disbursed upon such occurrence in accordance with the provisions of this Agreement.
3. Purchase Price. The purchase price to be paid by Purchaser to Seller for the Property at Closing (the "Purchase Price") shall be the sum of Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00).
4. City Council Approval. The obligations of Purchaser set forth in this PSA shall be contingent upon the approval and appropriation of funds by the Greenville City Council (the "City Council") by means of formal action taken by City Council at one or more duly assembled meetings at which a quorum is present and voting throughout.
5. Seller Representations and Warranties. Seller makes the following representations and warranties to Purchaser as of the Effective Date:

- a. This Agreement is duly and properly executed and delivered by and on behalf of Seller and constitutes the valid obligation of Seller, and is legally binding upon and enforceable against Seller in accordance with its respective terms;
- b. No actions, suits or proceedings are pending or, to Seller's actual knowledge and belief, overtly threatened before any court, governmental agency or arbitrator against or affecting the Property or Seller which may, in any instance or in the aggregate, materially and adversely affect the condition of, operations at, title to, or value of the Property or Seller's ability to perform hereunder;
- c. Seller is the sole owner of fee simple title to the Property;
- d. No payments for work, materials or improvements furnished to the Property at the request of Seller will be due or owing at Closing, and no mechanics' liens, materialmen's liens or other similar liens incurred by Seller shall be of record against the Property at Closing;
- e. No other options, rights-of-first refusal, rights-of-first-offer, or purchase contracts of any nature or kind have been granted or entered into by Seller which are still outstanding and which give any other party a right to purchase or lease any interest in or portion of the Property;
- f. There are no outstanding leases or occupancy agreements (whether written or oral) of or affecting any portion of the Property or of any space within any portion of any of the Improvements upon the Property;
- g. To Seller's actual knowledge and belief, and except as disclosed in any environmental assessment, study or report of any nature or kind in the possession of Seller, all of which shall be provided to Purchaser by Seller (collectively, the "**Environmental Reports**"), no Hazardous Materials (as hereinafter defined) have been manufactured, generated, introduced, released, discharged, treated, stored, handled or disposed of at, onto or from the Property in violation of any Environmental Laws (as hereinafter defined);
- h. Neither the execution of this Agreement by Seller nor the Closing of the transactions contemplated herein by Seller will (i) violate, conflict with, or constitute a default under any term or provision of any organizational or governance documents of Seller, (ii) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party, or by which Seller may be bound, and which would materially and adversely affect Purchaser's rights under this Agreement or Purchaser's acquisition of title to the Property, or (iii) result in the creation of any lien, charge or encumbrance upon the Property;
- i. Seller has received, and shall have received as of the Closing Date, no written notice from any governmental authority, agency or official relating to existing Hazardous Materials at, upon, removed from, or migrating from or onto the Property, or claiming any violations of any Environmental Laws; relating to any health, safety, building, occupancy,

or zoning code violations; relating to the possible widening, change of grade or limitation on the use of any public roads abutting the Property; or concerning the actual or overtly threatened imposition of any special taxes or assessments upon the Property.

j. Seller has not and shall not while this Agreement is in full force and effect enter into any other sale or lease option or contract for the Property or any portion thereof. Seller agrees to indicate on any posted "For Sale" signs and any and all marketing materials for the Property that the Property is under contract. Additionally, while this Agreement is in effect, Seller shall not grant or execute any deeds, easements, restrictive covenants, right of way agreements, or apply for or consent to any zoning change affecting the Property (other than as expressly contemplated herein) or take any other action that is not necessary for the purposes contemplated herein or that would adversely affect title to or use of the Property or Purchaser's rights under this Agreement. Seller shall not grant any easement, license or right to use the Property or portion thereof without Purchaser's prior written approval which shall not be unreasonably withheld. To the best of Seller's actual knowledge, there are not currently in existence any unrecorded agreements relating to ingress, egress, or parking to, from, or across any portion of the Property.

k. Seller will not voluntarily cause or permit any action to be taken which would cause any of the foregoing representations and warranties to be incomplete or untrue in any material respect as of the date of Closing. Seller agrees to notify Purchaser immediately in writing of any event or condition which occurs prior to Closing which causes a material change in any facts or conditions set forth in any of Seller's foregoing representations and warranties, or which materially affects the truth or completeness of any such representations and warranties. If Purchaser receives such written notice, Purchaser will have twenty (20) days thereafter to terminate this Agreement by written notice to Seller, in which case all Earnest Monies will be returned to Purchaser, and, neither party will have any further rights or obligations hereunder, except those that expressly survive termination. Should Purchaser fail to timely provide written termination notice to Seller, the applicable representation shall be deemed to reflect the change in circumstances. The representations and warranties of Seller contained herein shall survive Closing for a period of twelve (12) months (the "Warranty Period") and not thereafter. Any claims by Purchaser with respect to Seller's representations and warranties herein must be filed prior to the expiration of the Warranty Period.

6. Covenants of Seller. Seller hereby covenants with Purchaser as follows:

a. From the Effective Date until the Closing Date, Seller shall not enter into any agreement with respect to the Property which will survive Closing or otherwise affect the use, operation, or enjoyment of the Property by Purchaser after the Closing.

b. At all times prior to the Closing, Seller shall maintain the Property in its current condition, repair, and order in accordance with applicable laws, ordinances, rules, and regulations affecting the Property.

c. If applicable, all tenancies shall be terminated and the residences located on the Property shall be vacant prior to closing. Seller shall use best efforts to relocate all tenants residing at the Property to other premises.

c. All actions contemplated in this Agreement which are necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by Seller.

d. As of the Effective Date, Seller shall not transfer, encumber, alienate, or cause or allow liens to attach to the Property.

7. Purchaser Representations and Warranties. Purchaser makes the following representations and warranties to Seller, each of which shall remain true, complete and correct as of the date of Closing:

- a. Purchaser is a municipal corporation and political subdivision of the State of South Carolina, with full power and authority to execute, deliver and perform its obligations under this Agreement;
- b. This Agreement is duly and properly executed and delivered by and on behalf of Purchaser for value received and, subject to City Council approvals and the appropriation of funds as set forth herein, constitutes the valid obligation of Purchaser, is legally binding upon, and enforceable against Purchaser in accordance with its respective terms. The consummation by Purchaser of the purchase of the Property in accordance with this Agreement is not in violation of or in conflict with, nor does it constitute a default under any term or provision of any agreement or instrument to which Purchaser is a party, or by which Purchaser is bound; and
- c. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy law is pending against or contemplated by Purchaser.

Purchaser will not cause or, to the best of its ability, permit any action to be taken which would cause any of the foregoing representations and warranties to be incomplete or untrue in any material respect as of the date of Closing. Purchaser agrees to notify Seller immediately in writing of any event or condition which occurs prior to Closing which causes a material change in any of the facts or conditions set forth in any of Purchaser's foregoing representations and warranties, or which materially affects the truth or completeness of any such representations and warranties. If Seller receives such written notice, Seller will have twenty (20) days thereafter to terminate this Agreement by written notice to Purchaser, in which case Seller may avail itself to all available remedies pursuant to **Section 17**. Should Seller fail to timely provide written termination notice to Purchaser, the applicable representation shall be deemed to reflect the change in circumstances.

8. Purchaser Inspections. Purchaser shall have the right, exercisable throughout the Inspection Period (identified hereinafter) to make such investigations with respect to the Property as it deems appropriate or necessary, including without limitation those investigations enumerated hereinafter in this **Section 8**, to determine in its sole discretion the suitability of the Property. Purchaser shall

have the absolute right, exercisable by written notice to Seller at any time up to the expiration of the Inspection Period, to terminate this Agreement for any reason or no reason and to receive a refund of the Earnest Monies as provided herein. Failure by Purchaser to provide written notice to Seller of its election to terminate this Agreement at or prior to the expiration of the Inspection Period shall constitute Purchaser's acceptance of the Property, subject only to the fulfillment of the Conditions Precedent to Closing set forth hereinafter. The Inspection Period shall commence upon the Purchaser's receipt of the Seller Documents set forth in **Section 8(c)** of this Agreement of this Agreement and shall conclude as of the close of business on the ninetieth (90th) day thereafter, unless such expiration date shall fall on a weekend or a national or South Carolina State holiday (in which case the Inspection Period shall be extended until the close of business of the next regular business day thereafter. Failure by Purchaser to provide written notice to Seller of its election to terminate this Agreement at or prior to the expiration of the Inspection Period (as extended) shall constitute Purchaser's acceptance of the Property, subject only to the fulfillment of the Conditions Precedent to Closing set forth hereinafter, whereupon the Earnest Monies shall thereupon become fully non-refundable, but shall be applied to the Purchase Price at Closing. Purchaser's rights exercisable during the Inspection Period shall include the following:

- a. **Title and Survey.** Purchaser shall have the right to conduct examinations of the public records and surveys of the Property as it shall deem necessary or desirable in order to determine that Seller is vested with good and marketable fee simple title to the Property. In the event that Purchaser's title examination and/or surveys disclose that title to the Property is subject to any matters, defects or objections unacceptable to Purchaser (the "**Title Objections**"), then Purchaser shall be entitled to give to Seller written notice not less than ten (10) days prior to the expiration of the Inspection Period (the "**Title Objection Notice**") of any such Title Objections, unless such date shall be a weekend or a national or South Carolina State holiday (in which case the outside date upon which Purchase may issue its Title Objection Notice shall be extended until the close of business of the next regular business day thereafter). If Purchaser delivers the Title Objection Notice to Seller in a timely manner, then Seller shall have the right within five (5) days from receipt of the Title Objection Notice to notify Purchaser in writing ("**Seller's Title Response**") whether Seller elects, in Seller's sole discretion, to (i) cure any such Title Objections on or prior to the Closing Date, or (ii) not to cure any such Title Objections. In the event Seller fails to deliver Seller's Title Response to Purchaser within such five (5) day period, Seller shall be deemed to have elected not to cure any of the Title Objections ("**Seller's Title Non-Response**"). If Seller's Title Response states that Seller elects not to cure any of the Title Objections on or prior to the Closing Date, or if Seller is deemed to have elected not to cure any of the Title Objections by virtue of Seller's Title Non-Response, then within five (5) days of Seller's Title Response or Seller's Title Non-Response, as applicable, Purchaser shall give written notice to Seller of Purchaser's election to either (x) terminate this Agreement, whereupon Escrow Holder shall promptly deliver the Earnest Monies to Purchaser, or (y) waive the Title Objections and proceed to purchase the Property with such condition of title as Seller is able to convey and/or subject to the Title Objections, without a reduction of the Purchase Price therefor, in which event the items objected to which were not cured shall be deemed to be acceptable to Purchaser. If Purchaser fails to timely make such election, then Purchaser shall be deemed to have elected not to purchase the Property pursuant to the foregoing clause (y). In any event, Seller shall be obligated to discharge

any and all mortgages and other monetary liens, claims, impositions and assessments created by Seller ("**Monetary Liens**") at or prior to Closing and shall deliver to Purchaser at or prior to Closing such payoff letters and/or instruments as shall be sufficient to enable Purchaser's closing attorney to satisfy or release such liens, claims, impositions and/or assessments of record as of the Closing.

b. Physical Inspections. Purchaser shall have the right at any time during the Inspection Period upon reasonable notice to Seller to enter upon the Property and to authorize its agents, engineers, surveyors, appraisers, inspectors, assessors, and other representatives to enter upon the Property for the purposes of inspecting the Property, obtaining appraisals and surveys thereof, conducting environmental assessments (including Phase I assessments and, subject to Seller's prior written approval, Phase II sampling, monitoring, and analyses), engineering, topographical, geological, hydrological, utility and drainage, structural, demolition, mechanical, electrical, plumbing, roofing, soils and subsurface testing, studies, assessments and measurements as shall allow Purchaser to fully determine the physical condition, structural integrity, Improvements adaptation and demolition, utility and drainage services, and other characteristics of the Property, so long as the same do not result in any material adverse change to the physical characteristics of the Property. Purchaser shall leave the Property in at least the same condition as it was prior to the entry onto the Property by Purchaser or its agents, employees or contractors or, in the event of any damage to Property (other than ordinary wear and tear), Purchaser shall immediately repair and restore Property to its prior condition. Additionally, Purchaser shall be responsible for injury to a person resulting from Purchaser's inspections and shall remain subject to liability for claims or damages arising from the actions or inactions of its employees, agents, and contractors pursuant to the South Carolina Tort Claims Act.

Seller is under no obligation to repair, alter, or make improvements to the Property and Purchaser agrees to purchase the Property in "AS IS" condition, as provided in **Section 23**.

c. Document Inspections. Seller shall deliver to Purchaser promptly but in no event later than five (5) business days following the Effective Date, for review by Purchaser during the Inspection Period, both electronic and hard copies of the following documents pertaining to the Property to the extent they are in Seller's possession (collectively, the "**Seller Documents**"): boundary/ ALTA/ topographic surveys, environmental reports, wetlands studies, title documents, deeds/ recorded documents, geotechnical reports, property inspections (collectively, the "Seller Documents"). *Time is of the essence as related to the delivery of these items.*

d. Property Operations. Purchaser and its designated representatives shall have the right at any time during the Inspection Period to engage in discussions with Seller, and its officers, managers, employees, and representatives who are knowledgeable about the Property, Seller, and any other matters addressed in this **Section 8**.

9. Environmental Definitions.

a. Environmental Laws. As used in this Agreement, the term "**Environmental Laws**" shall mean and refer to any one or more of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 *et seq.*; the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*; the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 *et seq.*; the Endangered Species Act, 16 U.S.C. §§ 1531 *et seq.*; the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 1101 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.* (to the extent the same relates to Hazardous Materials (hereinafter defined)); any amendments thereto; any guidance documents and/or regulations now or hereafter adopted, promulgated or published, pursuant thereto; or any other federal, state, or local law, regulation, rule, or ordinance that pertains to Hazardous Materials (defined hereinafter) at, in, on, under or about any portion of the Property.

b. Hazardous Materials. As used in this Agreement, the term "**Hazardous Materials**" shall mean and refer to any hazardous substance, material, pollutant, or contaminant, as defined under CERCLA, any petroleum product, crude oil or any fraction thereof, or any other substance otherwise defined, controlled or regulated under any applicable Environmental Laws (including asbestos).

10. Seller's Conditions Precedent to Closing. Prior to Closing, Seller shall (i) terminate all tenancies and the residences located on the Property shall be vacant; (ii) cause and require the Property to be used, maintained, and repaired in a careful and prudent manner in the ordinary course of business and in accordance with all applicable laws, rules, regulations and orders, and (iii) pay or cause or require to be paid all obligations of Seller arising in connection with the Property as and when the same shall become due and payable.

11. Closing. Closing of the purchase and sale of the Property shall occur in accordance with the following requirements:

a. Closing Date. The purchase and sale of the Property shall occur at a place designated by Purchaser in writing to Seller within thirty (30) days following the expiration of the Inspection Period, but subject in any event to the fulfillment of the Conditions Precedent to Closing set forth in **Section 10** above, but in no event after September 15, 2025, unless otherwise extended as provided herein.

b. Items to be Delivered by Seller. At Closing, Seller shall deliver to Purchaser the following items:

i. A fully and duly executed and recordable limited warranty deed to the Property conveying to Purchaser fee simple title to the Property, subject to (i) property taxes not yet due and payable; (ii) all matters of record; and (iii) those

matters that would be revealed by an accurate survey of the Property (collectively, the "**Permitted Exceptions**");

ii. To the extent that Purchaser's survey of the Property reveals any discrepancy between the description revealed by such survey and the description of the Property contained in the deed by which Seller acquired the Property, a fully and duly executed and recordable quitclaim deed to the Property based on Purchaser's surveyed description of the Property;

iii. Such affidavits, resolutions, and other documentation as shall be reasonably required by Purchaser's title insurance company which shall confirm that this transaction and the execution and delivery of Seller's deeds are duly authorized, that no mechanic's liens or similar liens incurred by Seller exist against the Property and that no amounts are due by Seller to any persons which could give rise to the same, that there are no parties other than Seller in possession of any portions of the Property, that no adverse matters voluntarily created by Seller shall attach to Seller's title to the Property between the issuance of a title insurance commitment to Purchaser by Purchaser's title insurance company and the date of Closing, and which shall address any other matters as shall be reasonably required by such title insurance company;

v. The actual, exclusive, full, and complete possession of the Property, which shall be delivered to Purchaser fully vacant and free of all tenancies and occupancy agreements of every nature and kind;

vi. A Reaffirmation of Seller's Representations and Warranties as set forth in this Agreement subject to changes made pursuant to **Section 5** that are acceptable to Purchaser;

vii. Counterpart originals of the Closing Statement; and

viii. Such additional documents, bills of sale, and items as may be required by the terms and provisions of this Agreement.

c. **Items to Be Delivered by Purchaser.** At Closing, Purchaser shall deliver to Seller (i) the balance of the Purchase Price, adjusted for prorations and other items as set forth in **Section 13** hereinafter, by wire transfer to an account designated by Seller, (ii) a Reaffirmation of Purchaser's Representations and Warranties as set forth in this Agreement, (iii) counterpart originals of the Closing Statement, and (iv) such additional documents and items as may be required by the terms and provisions of this Agreement.

13. **Closing Costs and Prorations.**

a. **Closing Costs.** Purchaser shall pay for the costs associated with performing its due diligence (including a boundary/topo/ALTA survey, wetlands report, environmental report and title search), deed recordation and closing costs customarily paid by Purchaser. Seller

shall pay for the costs of deed preparation, documentary/transfer taxes, commissions, and all other closing costs customarily paid by Seller.

b. Taxes. Seller and Purchaser shall prorate at Closing all ad valorem property taxes and assessments applicable to the Property (if any) for the calendar year of Closing, both pending and confirmed, based upon the actual amounts (if available) or upon best estimates (in the event actual amounts are not available), and regardless of whether or not the same may otherwise be deferred under applicable law, which prorations shall be final at Closing, absent manifest error.

14. Condemnation/Casualty. In the event that prior to Closing any action or proceeding is filed by or against Seller or notice thereof is given to Seller under which any portion of the Property may be taken pursuant to any governmental law, ordinance or regulation, or by condemnation or the right of eminent domain, including any proposed designation of any portion of the Property as "historic" under any applicable State or Federal law, which in any such event (a) materially and adversely impedes any access to or from the Property to or from any abutting public road, or (b) causes the Property to become out of compliance with any applicable zoning or other land use regulations, any permits or licenses pertaining to the Property, or any private recorded restrictive covenants or easements that affect the Property, or (c) materially affects the use of the Property, then and in any such event, Purchaser shall, at Purchaser's sole option, exercisable by written notice to Seller and Escrow Holder within twenty (20) days after Purchaser is made aware of such occurrence, have the right to either (i) reaffirm this Agreement and direct Seller to transfer and assign to Purchaser at Closing all of Seller's rights, title and interest in and to any condemnation proceeds which may be received by reason of such taking, or (ii) terminate this Agreement and receive a prompt refund of the Earnest Monies, in which case this Agreement shall thereupon become null, void and of no further force or effect and Seller shall retain the condemnation proceeds and all rights thereto (as the case may be). In the event that any material damage or destruction occurs to any of the Improvements as a result of fire or other casualty, this Agreement shall remain in full force and effect, Seller shall be entitled to receive and retain all property insurance proceeds, and Seller shall either remove all debris and damage from the Property or shall have the right to demolish and remove from the Property all Improvements thereon so damaged or destroyed.

15. Brokerage. Purchaser and Seller each represent and warrant to the other that it has had no dealings with any real estate agent or broker or any other person in connection with this Agreement or the purchase and sale of the Property which would entitle such agent, broker or other person to a commission, finder's fee or other similar compensation, except for Rob Howell of Avison Young ("Purchaser's Broker"), who has been engaged by Purchaser and to whom a brokerage commission shall be due from and payable by Seller at Closing, and Lakin Parr of Trinity Partners ("Seller's Broker"), who has been engaged by Seller and to whom a brokerage commission shall be due from and payable by Seller at Closing.

16. Assignability. Purchaser may assign its rights and obligations hereunder, in whole or in part without Seller's consent, so long as such assignment is to any entity formed or to be formed as an Affiliate or subsidiary of Purchaser. For purposes of the foregoing sentence, "Affiliate" shall mean any entity which controls, is controlled by, or is under common control with Purchaser. For the purposes of this definition, "control" shall mean that any member of Purchaser possesses,

directly or indirectly, the power to direct or cause the direction of management and policies of such Affiliate entity, whether through ownership of voting securities, by contract, or otherwise. Seller shall have no right to assign any of its rights or obligations hereunder whatsoever without the prior written consent of Purchaser in its sole discretion.

17. Failure to Close.

a. Purchaser's Failure to Close. In the event that Purchaser fails or refuses to close the transaction contemplated herein for any reason other than occurrence of such events enumerated herein which allow Purchaser to terminate this Agreement, Seller shall be entitled to terminate this Agreement by written notice to Purchaser and Escrow Holder, whereupon this Agreement shall terminate, except for those rights, liabilities and obligations that expressly survive termination, and Seller shall be entitled to receive and retain the Earnest Monies as its sole remedy. Notwithstanding the foregoing, the foregoing limitations on the amount of damages recoverable by Seller shall not apply to any of Purchaser's obligations or liabilities which expressly survive the Closing hereunder, it being acknowledged and understood that Seller shall be entitled to exercise and/or enforce any and all rights and remedies to which Seller may be entitled at law or in equity with respect to any such obligations and liabilities.

b. Seller's Failure to Close. In the event that Seller fails or refuses to close the transactions contemplated herein for any reason other than occurrence of such events enumerated herein which allow Seller to terminate this Agreement, Purchaser shall be entitled as its sole remedy to either (i) terminate this Agreement by written notice to Seller and Escrow Holder, whereupon this Agreement shall terminate except for those rights, liabilities and obligations that expressly survive termination and Purchaser shall be entitled to the prompt refund of the Earnest Monies and the recovery from Seller of all out-of-pocket fees, costs and expenditures paid and/or incurred by Purchaser pursuant to and/or in reliance upon this Agreement, or (ii) exercise its rights of specific performance and/or injunctive relief, provided that notice of a claim for specific performance is delivered within thirty (30) days after Purchaser's actual knowledge of the breach by Seller and the action is commenced within sixty (60) days of Purchaser's actual knowledge of such breach.

18. Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property, fully vacant and free of all tenancies and occupancy agreements of every nature and kind, at Closing.

19. Notices. Any notices permitted or required hereunder shall be in writing addressed to the parties at the addresses set forth below, or such other addresses as the parties may hereafter specify by notice given in the same manner as provided herein. Any such notice or communication shall be deemed given: (a) when hand delivered, receipt required, (b) the next business day after deposit with Federal Express, UPS or other nationally recognized overnight courier service, with overnight delivery charge prepaid, receipt required, or (c) three business days after the date of deposit in a regular depository for the United States mail. The addresses of the parties are as follows:

AS TO PURCHASER: Shannon Lavrin
City Manager
206 S. Main Street, 10th Floor
Greenville, SC 29602

With copies to: Leigh Paoletti, Esq.
City Attorney
206 S. Main Street, 9th Floor
Greenville, SC 29602

Bo Campbell, Esq.
Law Offices of Bruce B. (Bo) Campbell, LLC
245 East Broad Street, Suite A
Greenville, SC 29601

AS TO SELLER: Mr. Edward Jiva, Business Manager II
The Salvation Army
417 Rutherford Street
Greenville SC 29609

AS TO ESCROW HOLDER: Bo Campbell, Esq.
Law Offices of Bruce B. (Bo) Campbell, LLC
245 East Broad Street, Suite A
Greenville, SC 29601

20. Escrow Holder. In the event that there is any dispute as to if, whether or how Escrow Holder is obligated to deliver the Earnest Monies, Escrow Holder shall not be obligated to make any delivery, but, in such event, may hold the same until receipt by Escrow Holder of a written authorization signed by both Purchaser and Seller directing the disposition of the same; or, in the absence of such authorization, Escrow Holder may hold the Earnest Monies until the final determination of the rights of the parties in an appropriate judicial proceeding. Within five (5) business days after receipt by Escrow Holder of a copy of a final judgment or order of a court of competent jurisdiction, certified by the clerk of such court or other appropriate official, the Earnest Monies shall be delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or a proceeding for such determination is not begun and diligently continued, Escrow Holder shall have the right to bring an appropriate action or proceeding for leave to deposit the Earnest Monies with the clerk of court in Greenville County in the State of South Carolina and file an action of interpleader, naming the parties hereto, whereupon Escrow Holder shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence or intentional misconduct on the part of Escrow Holder, Escrow Holder shall become a party to any controversy or litigation with respect to the Earnest Monies or any other matter respecting this Agreement, Seller shall indemnify (subject to applicable law) and hold Escrow Holder harmless from and against any damages or losses incurred by Escrow Holder by

reason of or in connection with any such controversy or litigation. Seller and Purchaser consent to and waive any potential conflict of interest relating to Escrow Holder's simultaneous service as legal counsel to Purchaser in connection with the transaction contemplated herein and Escrow Holder's service hereunder as Escrow Holder. The provisions of this **Section 20** shall survive the Closing or termination of this Agreement.

21. Reserved.

22. General Provisions. No failure of Seller or Purchaser to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms hereof. Unenforceability or invalidity for any reason of any provision of this Agreement shall not limit or impair the operation, validity, or enforceability of any other provision of this Agreement. This Agreement contains the entire agreement of the parties hereto with respect to its subject matter, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect whatsoever. No amendments, modifications, or changes to or of this Agreement, or purported or alleged waiver of any provision hereof, shall be of any force or effect whatsoever unless reduced to writing and signed by the parties hereto. Subject to the City Council Approval, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence with respect to this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings and captions in this Agreement are included for convenience and reference only and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. Whenever the singular is used the same shall be construed as meaning the plural if the facts so require. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina, to which jurisdiction the parties, by their execution hereof, hereby irrevocably consent.

23. "AS IS." Purchaser hereby expressly acknowledges and agrees that Purchaser will have, as of closing, thoroughly inspected and examined the status of title to the Property and the physical condition of the Property to the extent deemed necessary by Purchaser in order to enable Purchaser to evaluate the purchase of the Property. Except for the representations and warranties set forth in this Agreement and in the documents executed and delivered by Seller at Closing, Purchaser is purchasing, and at Closing will accept, the Property on an "as is," "where is" and "with all faults" basis, without representations, warranties and/or covenants, express or implied, of any kind or nature. Purchaser acknowledges that Seller has made no agreement to alter, repair or improve the property.

Purchaser hereby further acknowledges and agrees that, except for the representations and warranties set forth in this Agreement and in the documents executed and delivered by Seller at Closing, Purchaser is relying solely upon the inspection, examination, and evaluation of the physical condition of the Property by Purchaser and has not relied upon any written or oral representations, warranties or statements, whether express or implied, made by Seller or any

affiliate, agent, employee, or other representative of Seller or by any broker or any other person representing or purporting to represent seller with respect to the Property, the condition of the Property or any other matter affecting or relating to the transactions contemplated hereby.

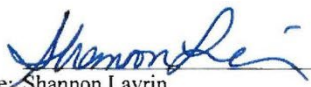
As used in the prior paragraph, the term "condition of the property" means the following matters: (i) the quality, nature and adequacy of the physical condition of the property, including, without limitation, the capacity or availability of sewer, water, or other utilities; the geology, flora, fauna, soils, subsurface conditions, groundwater, landscaping, and irrigation of or with respect to the property; the location of the property in or near any special taxing district, flood hazard zone, wetlands area, protected habitat, geological fault or subsidence zone, hazardous waste disposal or clean-up site, or other special area; the existence, location, or condition of ingress, egress, access, and parking; the condition of the personal property and any fixtures; and the presence of any asbestos or other hazardous materials, dangerous, or toxic substance, material or waste in, on, under or about the property and the improvements located thereon; and (ii) the compliance or non-compliance of seller or the operation of the property or any part thereof in accordance with, and the contents of: (a) all codes, laws, ordinances, regulations, agreements, licenses, permits, approvals and applications of or with any governmental authorities asserting jurisdiction over the property, including, without limitation, those relating to zoning, building, public works, parking, fire and police access, handicap access, life safety, subdivision and subdivision sales, and hazardous materials, dangerous, and toxic substances, materials, conditions or waste, including, without limitation, the presence of hazardous materials in, on, under or about the property that would cause state or federal agencies to order a clean up of the property under any applicable legal requirements; and (b) all agreements, covenants, conditions, restrictions (public or private), condominium plans, development agreements, site plans, building permits, building rules, and other instruments and documents governing or affecting the use, management, and operation of the property.

Except as specifically set forth in this Agreement and in the documents to be delivered by Seller at closing, Seller specifically disclaims any representation, warranty or guaranty with respect to the Property, express or implied, including, but not limited to, any representation or warranty as to the Property's condition, fitness for a particular purpose, quality, freedom from defects or contamination (whether or not detectable by inspection), compliance with zoning or other legal requirements or as to the availability or existence of any utility or other governmental or private services or as to the amount of taxes assessed to the property. The provisions of this **Section 23** shall survive the Closing and not be merged therein.

[Signature Pages to Follow]

Executed by the Seller and the Purchaser as of Effective Date set forth above.

PURCHASER:
THE CITY OF GREENVILLE, SOUTH CAROLINA

By: 
Name: Shannon Lavrin
Title: City Manager

SELLER:
THE SALVATION ARMY

By: 
Name:
Title: STEPHEN ELLIS, TREASURER

Escrow Holder joins in the execution of this Agreement for the sole purpose of acknowledging its agreement to perform and/or abide by the duties and obligations of Escrow Holder set forth in this Agreement.

ESCROW HOLDER:
LAW OFFICE OF BRUCE B (BO) CAMPBELL, LLC

By: _____
Name: Bruce B. Campbell
Title: Member

EXHIBIT A

Legal Description

Lot 1:

All that piece, parcel or lot of land containing 12.21 acres, more or less, situate, lying and being on the Southern side of East Sixth Street and the Western side of the 6600 foot radius City Limit Line of the City of Greenville, in the County of Greenville, State of South Carolina, and a portion of that property shown on plat recorded in the ROD for Greenville County in Plat Book 000, Page 65, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of East Sixth Street and running thence with the South side of said street N. 82-46 E. 452 feet to an iron pin at joint corner of property conveyed by the grantor to Woodside Mills; thence with the line of said property N. 82-46 E. 442 feet, more or less, to a point in the 6600 foot radius City Limit Line of the City of Greenville; thence in a Southwesterly direction along the City Limit Line 688 feet, more or less, to a point; thence N. 40-44 W. 35 feet, more or less, to a point; thence N. 66-07 W. 74.5 feet to a point; thence N. 87-55 W. 59 feet to a point; thence S. 29-31 W. 78 feet to a point on the Northern side of Owens Street; thence with the Northern side of Owens Street N. 68-20 W. 92.5 feet; thence S. 21-31 W. 25 feet to a point on the Southern side of Owens Street; thence S. 28-31 W. 100 feet to a point; thence S. 7-42 E. 82.9 feet to a concrete disk; thence S. 62-51 W. 153 feet to a point; thence S. 34-55 W. 84 feet to a point; thence S. 12-09 W. 128 feet to a point; thence S. 19-46 E. 29.42 feet to a point; thence N. 79-59 W. 69.67 feet to a point; thence N. 1-10 E. 858.25 feet to an iron pin in the former joint corner of Woodside Mills property and property of Southeastern Broadcasting Corporation; thence N. 7-14 W. 133.95 feet to an iron pin on the Southern side of East Sixth Street.

Tax Parcel 0124.00-06-003.03

DERIVATION: Lot 1 being a portion of the property conveyed to The Salvation Army by deed of Southeastern Broadcasting Corporation dated December 30, 1966 and recorded in Deed Book 811, Page 305, Greenville County Register of Deeds.

ALSO,

Lot 2:

All that piece, parcel or lot of land, containing 12.44 acres, more or less, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, located on the North side of Willard Street between the 6600 foot radius City Limit Line and the Reedy River, and having according to a plat prepared by Abney Mills Engineering Dept., dated November 4, 1966, and recorded in the ROD for Greenville County, South Carolina, in Plat Book 000, Page 65 the following metes and bounds:

BEGINNING at a point on the centerline of Reedy River and on the north right-of-way line of Willard Street; thence S. 52-23 W. along Willard Street right-of-way for a distance of 169.0 feet to a point; thence S. 67-16 W. along Willard Street right-of-way for a distance of 100.0 feet to a point; thence S. 80-00 W. along Willard Street right-of-way for a distance of 103.0 feet to a pin; thence N. 10-08 W. for a distance of 108.0 feet to a pin; thence S. 78-23 W. for a distance of 258.1 feet to a pin; thence S. 89-07 W. for a distance of 111.6 feet to a pin; thence S. 38-21 W. for a distance of 17.83 feet to a pin; thence N. 45-00 W. for a distance of 109.0 feet to a pin; thence S. 74-02 W. for a distance of 19.7 feet to a pin; thence S. 18-10 W. for a distance of 106.15 feet to a pin; thence N. 85-07 W. for a distance of 79.0 feet to a pin; thence N. 51-

35 W. for a distance of 31.2 feet to a pin; thence N. 40-44 W. for a distance of 400.0 feet, more or less, to a point on the 6600 foot radius City Limit Line; thence northward along the City Limit Line for a distance of 740.0 feet, more or less, to a point on the center-line of Reedy River; thence S. 30-22 E. for a distance of 20.0 feet, more or less, to a point on the center-line of Reedy River; thence S. 24-24 E. for a distance of 402.8 feet to a point on the center-line of Reedy River; thence S. 56-22 E. for a distance of 238.8 feet to a point on the center-line of Reedy River; thence S. 57-08 E. for a distance of 232.2 feet to a point on the center-line of Reedy River; thence S. 56-26 E. for a distance of 154.3 feet to a point on the center-line of Reedy River; thence S. 49-53 E. for a distance of 240.6 feet on the center-line of Reedy River to the point of beginning.

LESS AND EXCEPT those parcels of land conveyed to New Hope Baptist Church, Inc. by deed of The Salvation Army dated January 21, 2009 and recorded in Deed Book 2352, Page 1980; said parcels being shown on Plat Book 1081, Page 38, Greenville County Register of Deeds, and being portions of both Lot 1 and Lot 2 described herein.

Tax Parcel 0054.00-04-001.00

DERIVATION: Lot 2 being a portion of the property conveyed to The Salvation Army by deed of Abney Mills dated November 11, 1966 and recorded in Deed Book 809, Page 260, Greenville County Register of Deeds.



**Request for Council Action Form
City of Greenville, South Carolina**

**Agenda Item Number: 16b
Agenda Date: April 13, 2026**

To: Honorable Mayor and Members of City Council
From: City Manager Shannon Lavrin

Agenda Item Type: Resolution, First and Final Reading

Document Caption:

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF CERTAIN PROPERTY FROM GREENLINE PARK, LLC TO ASSIST IN ACCOMPLISHING CITY COUNCIL PRIORITIES OUTLINED IN THE GVL2040 COMPREHENSIVE PLAN AND THE GREENLINE-SPARTANBURG NEIGHBORHOOD PLAN

Document Summary:

The city of Greenville desires to purchase properties in the Greenline-Spartanburg Neighborhood. This acquisition will provide the site control necessary for several purposes including to enhance commercial corridors, assist in economic development initiatives, develop workforce housing opportunities, extend trails and greenways, secure open space, preserve the tree canopy, enhance roadway infrastructure, and support affordable housing.

This Resolution authorizes the City Manager to enter into a Purchase and Sale Agreement with Greenline Park, LLC for the purchase of the properties identified in Attachment 1 of the Purchase and Sale Agreement.

Impact if Denied:

The City will not enter into a Purchase and Sale Agreement with Greenline Park, LLC for the purchase of the properties.

Financial Impact:

The purchase price listed in the Purchase and Sale agreement is \$3,000,000.

Required Review and Approval:

Department Director:

City Attorney:
Leigh Paoletti

DocuSigned by:

Leigh Paoletti
5CBFADF32244F8...

Chief Financial Officer:
Patricia Dennis

Signed by:

Patricia Dennis
3F292597F562498...

City Manager:
Shannon Lavrin

Signed by:

Shannon Lavrin
B6D12FA1F89A405...

A R E S O L U T I O N

TO AUTHORIZE THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF CERTAIN PROPERTY FROM GREENLINE PARK, LLC TO ASSIST IN ACCOMPLISHING CITY COUNCIL PRIORITIES OUTLINED IN THE GVL2040 COMPREHENSIVE PLAN AND THE GREENLINE-SPARTANBURG NEIGHBORHOOD PLAN

WHEREAS, City Council adopted the GVL2040 Comprehensive Plan (“GVL2040”) as a guide to shape growth and evolution over the next two decades; and

WHEREAS, GVL2040 identified neighborhood and open space preservation, development and preservation of affordable housing, economic development, and mobility and transportation as community priorities, among others; and

WHEREAS, the Greenline-Spartanburg Neighborhood faces significant growth pressure, antiquated water and sewer infrastructure, fragmented roadway and sidewalk networks, and a decline in affordable housing availability; and

WHEREAS, City Council adopted in principle the Greenline-Spartanburg Neighborhood Plan (the “Neighborhood Plan”) on December 9, 2024, via Resolution No. 2024-40; and

WHEREAS, the Neighborhood Plan aims to enhance livability, connectivity, and inclusivity through present-day assessments and recommendations that address land use and development phasing, affordable housing strategies, community center and recreation opportunities, roadway network and intersection improvements, stormwater management, increased pedestrian connectivity focusing on sidewalks and future trail connections, and small business support; and

WHEREAS, in alignment with the city of Greenville’s (the “City”) long-standing strategy of land banking, the City currently owns several parcels of land in the Greenline-Spartanburg Neighborhood and seeks to acquire additional parcels in the neighborhood in order to create larger, contiguous land holds which will enable the City to advance the goals of both the Neighborhood Plan and GVL2040, with a particular focus on increasing connectivity, developing resilient infrastructure, and providing affordable housing opportunities; and

WHEREAS, the City desires to purchase certain properties in the Greenline-Spartanburg Neighborhood area from Greenline Park, LLC with Tax Map Numbers and Property Depictions shown on Attachment 1 (the “Property”) for the purchase price of \$3,000,000 for several purposes including to implement the Neighborhood’s vision for their community, to support affordable and workforce housing opportunities, to extend trails and greenways, to secure open space, to preserve the tree canopy, to enhance roadway infrastructure, to enhance commercial corridors, and to assist in economic development initiatives; and

WHEREAS, City Council recognizes the acquisition of the Property will assist in carrying out the vision outlined in the Neighborhood Plan and advancing several of the City Council’s priorities as outlined in GVL2040, including Neighborhoods and Affordable Housing, Recreation, Open Space and Sustainability, Resiliency, Economic Development, Mobility, and Transportation;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the City Manager is authorized to enter into a Purchase and Sale Agreement for the properties identified in Attachment 1 attached hereto and incorporated by reference for the purchase price of \$3,000,000. The City Manager is further authorized to execute any additional documents needed to complete the transaction provided they comply with this Resolution.

RESOLVED THIS THE _____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

ATTACHMENT 1

[Greenline-Spartanburg Property Descriptions and Map]

Phase	City ID	Survey #	PIN / Tax Map #	Square Feet Survey
1	26	49	0039030403400	2,258
1	33	9	0039040200900	23,892
1	34	8	0039040201000	18,297
1	40	39	0039040400100	16,657
1	41	40	0039040400200	2,663
1	43	46	0039040500800	4,953
1	44	45	0039040501100	2,348
1	45	41	0039040501200	6,378
1	46	42	0039040501500	41,617
1	58	11	0190000102300	4,722

