City Council Agenda

Agenda Of 8-26-2019

Documents:

AGENDA OF 8-26-2019.PDF

Draft - Formal Minutes Of 8-12-2019

Documents:

DRAFT - FORMAL MINUTES OF 8-12-2019.PDF

Item 11a

Documents:

ITEM 11A - APPROPRIATION - 315,000 POLICE PAY PLAN.PDF

Item 11b

Documents:

ITEM 11B - ABANDON EXISTING SEWER EASEMENT - WOODRUFF ROAD AND OLD WOODRUFF ROAD.PDF

Item 11c

Documents:

ITEM 11C - APPROPRIATION - 32,500 SCDHEC GRANT -REDUCTION AND RECYCLING.PDF

Item 15a

Documents:

ITEM 15A - CITY CODE - AMEND 19-4.3.1(A)(4) COTTAGE SUBDIVISIONS.PDF

Item 15b

Documents:

ITEM 15B - APPROPRIATION - 268,323 131 FALLS STREET, 201 (PARKS AND RECS).PDF

Item 16a

Documents:

ITEM 16A - ADOPT DOWNTOWN STRATEGIC MASTER PLAN.PDF

Item 16b

Documents:

ITEM 16B - AGREEMENT WITH FBI AND GREENVILLE POLICE DEPARTMENT (FIRING RANGE).PDF

Item 16c

Documents:

ITEM 16C - LEASE AGREEMENT 131 FALLS STREET.PDF

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

AGENDA

FORMAL MEETING OF CITY COUNCIL

CITY HALL, 206 S. MAIN STREET, COUNCIL CHAMBERS
Monday, August 26, 2019 - 5:30 p.m.

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

2. **Invocation** — **Councilmember Amy Doyle**

3. **Pledge of Allegiance**

4. **Roll Call**

5. **Approval of the Minutes** — **August 12, 2019**

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

7. **Citizens Wishing to Address Council**

8. **Presentation**
None

9. **Public Hearing**
None

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.

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

a. Ordinance to appropriate $315,000 from the General Fund Fund Balance to provide revenues necessary to enhance the sworn pay plan of the Greenville Police Department to ensure greater parity and equity among competing organizations, to ensure the city of Greenville remains an employer of first choice for recruiting purposes, and to ensure the retention of a highly qualified and experienced police workforce
(Presented by Police Captain Joe Browning)
(Roll Call)

b. Ordinance to abandon an existing sanitary sewer easement located on property owned by Verdae III LLC near the intersection of Woodruff Road and Old Woodruff Road (Tax Map Number 0263000300200)
(Presented by Public Works Director Mike Murphy)
(Roll Call)

c. Ordinance to appropriate $32,500 in the Miscellaneous Grant Fund for FY 2020 Grant Funds received from the South Carolina Department of Health and Environmental Control
(Presented by Public Works Director Mike Murphy)
(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)
None

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

a. Ordinance to amend Section 19-4.3.1(A)(4) of the Code of Ordinances of the City of Greenville pertaining to Cottage Subdivisions (Z-13-2019)
(Presented by Planning and Development Manager Jay Graham)
(Roll Call)

b. Ordinance to appropriate $268,323 in the General Fund for the Lease, Security Deposit, Office Building Upfit, Furniture and Equipment for office space at 131 Falls Street, Suite 201
(Presented by Interim Parks and Recreation Director Marlaine Creasey-Smith)
(Roll Call)

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

a. Resolution to adopt the Downtown Strategic Master Plan
(Presented by Real Estate Development Manager Mary Douglas Hirsch)

b. Resolution to approve a Law Enforcement Agreement between the United States Department of Justice Federal Bureau of Investigation and the Greenville Police Department for the upgrade and use of the Police Firing Range Facilities located on Mauldin Road
(Presented by Police Captain Joe Browning)

c. Resolution to authorize the City Manager to execute an Agreement to lease office space located at 131 Falls Street, Suite 201 from 131 Falls Street, LLC
(Presented by Interim Parks and Recreation Director Marlaine Creasey-Smith)

17. ADJOURN

MINUTES
FORMAL MEETING OF CITY COUNCIL

CITY HALL, 206 S. MAIN STREET, COUNCIL CHAMBERS
Monday, August 12, 2019 - 5:30 p.m.

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1. CALL TO ORDER
Mayor Knox H. White

2. INVOCATION
Councilmember Jil Littlejohn

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL
The following members of City Council were in attendance: Mayor Knox White, Lillian Flemming, Jil Littlejohn, Wil Brasington, Russell Stall, and George Fletcher

Absent: Amy Doyle

5. APPROVAL OF THE MINUTES
July 8, 2018; Approved as submitted

6. COMMUNICATIONS / ANNOUNCEMENTS FROM THE MAYOR AND COUNCIL
Mayor White introduced John F. McDonough to his first Formal Meeting of City Council as City Manager of the city of Greenville.

7. CITIZENS WISHING TO ADDRESS COUNCIL

Ina Cottingham, 6 E. Lanneau Drive, spoke as a representative of a growing group of concerned citizens who would like to halt the rollout of 5G technology. Ms. Cunningham shared her concerns and provided a handout to Council regarding studies and risks involving 5G. Ms. Cottingham asked Council for a moratorium on 5G until safety studies can be completed.

Logan Cottingham, 6 E. Lanneau Drive, spoke in opposition to 5G technology. Ms. Cottingham echoed her mother's comments and stated she suffers from Lyme disease and her health could be affected further with an increase of 5G technology. Ms. Cottingham referenced Chattanooga as a good example of using fiber optics and wireless technology as an alternative.

Jann Howell, 20 Craft Street, spoke in opposition to fireworks inside the City that are excessive and occurring during inconvenient hours of the night and day. Ms. Howell asked for parameters for which fireworks are allowed to be shot within the City.

Mayor White addressed the limitations facing the City regarding 5G because standards are determined by federal law.

Regarding fireworks, City Attorney Mike Pitts stated the City was previously pre-empted by state law, however, some of those statutes have been repealed in recent years allowing the City to have input in the matter. Mayor White recommended a Councilmember work with the City Attorney to review the issue, and Councilmember Flemming volunteered to assist.

Nadra Wilkie, 14 Carter Street, spoke in opposition to fireworks expressing her concern over the effects of fireworks on pets.

Mary Duckett, 201 Pinkney Street, spoke regarding her concern over the mini-park on Pickney Street and area dog owners using it as a dog park. Ms. Duckett stated the neighborhood association has placed signs about cleaning up after dog, to no avail. Ms. Duckett also addressed zoning notices and stated the notices should not only go to the owners but to the residents and renters as well.

Mayor White stated he will look into the distribution of zoning notices.

Lucy Giametta, 305 Gallivan Street, spoke regarding her desire to subdivide her property and her interest in changing the overly restrictive language in the City Code. Ms. Giametta stated she would like the Code to be updated regarding corner lots.

From the audience, Ms. Ina Cottingham requested clarification regarding federal laws involving 5G. Mr. Pitts stated federal law limits the City regarding the RF emissions issue and related how wireless companies operate in the rights-of-way and obtain franchises from the City for each site they use. Mr. Pitts offered to discuss the matter further following the meeting.

8. PRESENTATION
None

9. PUBLIC HEARING
None

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

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

a. Ordinance to rezone approximately 19.388 acres of real property located on Haywood Road and Pelham Road from R-6, Single-Family Residential District, to PD, Planned Development District (Tax Map Numbers 0278000200300 and 0278000200301) (Z-26-2018) (REVISED)

b. Ordinance to annex approximately 0.097 acre of real property located at 13 Ridge Street and to provide the zoning designation of RM-1, Single-family and Multifamily residential district (Tax Map Number 0106000201200) (AX-6-2019)

c. Ordinance to rezone approximately 2.567 acres of real property located on Solomon Circle and Chick Springs Road from RM-2, Single and Multifamily residential district, to R-6, Single-family residential district (Tax Map Number 0185000200702) (Z-9-2019)

d. Ordinance to abandon a portion of Viola Street (AB-3-2019)

e. Ordinance to abandon a portion of East Washington Street (AB-4-2019)

f. Ordinance to appropriate $55,000 in the Law Enforcement Special Revenue Fund, Department of Homeland Security, and $45,000 in the Law Enforcement Special Revenue Fund, Department of Justice Account, for a total of $100,000 for the purpose of funding a collaborative software development initiative to enhance existing police information systems

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 appropriate $315,000 from the General Fund Fund Balance to provide revenues necessary to enhance the sworn pay plan of the Greenville Police Department to ensure greater parity and equity among competing organizations, to ensure the city of Greenville remains an employer of first choice for recruiting purposes, and to ensure the retention of a highly qualified and experienced police workforce

Police Chief Ken Miller spoke regarding the pay plan implemented three years prior and discussed the reasons for the request including the need to offer competitive salaries and the desire to retain employees in the City's Police Department.

Councilmember Littlejohn moved, seconded by Councilmember Flemming, to approve first reading. The motion carried unanimously.

b. Ordinance to abandon an existing sanitary sewer easement located on property owned by Verdae III LLC near the intersection of Woodruff Road and Old Woodruff Road (Tax Map Number 0263000300200)

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

c. Ordinance to appropriate $32,500 in the Miscellaneous Grant Fund for FY 2020 Grant Funds received from the South Carolina Department of Health and Environmental Control

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

Councilmember Flemming requested information regarding the grant be distributed to the City's neighborhood associations because of the impact on the environment.

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

a. Resolution to award $60,000 in funding received through the Greenville Zoo "Quarters for Conservation" program from July 1, 2018, through June 30, 2019, to five designated Global Conservation Organizations

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

b. Resolution to accept a dedication of 114,057 square feet (2.618 acres) of public right of way from Verdae Properties, LLC and to accept Verdae Commons Drive into the City Street System

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

Mr. McDonough expressed his appreciation for the opportunity to serve the city of Greenville. Mr. McDonough stated he is impressed with the staff and their knowledge of the City's issues and is excited to work with the Council, the staff, and the community.

Councilmember Brasington offered gratitude to Interim City Manager Nancy Whitworth for leading the staff and working with Council for the past year.

17. ADJOURN. There being no further business, the meeting adjourned at 6:02 p.m.

KNOX H. WHITE, MAYOR

CAMILLA G. PITMAN, MMC, Certified PLS
CITY CLERK

MEETING NOTICE POSTED AND MEDIA NOTIFIED ON AUGUST 9, 2019.

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 11a

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

AGENDA DATE REQUESTED: August 26, 2019

ORDINANCE/RESOLUTION CAPTION:

TO APPROPRIATE $315,000 FROM THE GENERAL FUND FUND BALANCE TO PROVIDE REVENUES NECESSARY TO ENHANCE THE SWORN PAY PLAN OF THE GREENVILLE POLICE DEPARTMENT TO ENSURE GREATER PARITY AND EQUITY AMONG COMPETING ORGANIZATIONS, TO ENSURE THE CITY OF GREENVILLE REMAINS AN EMPLOYER OF FIRST CHOICE FOR RECRUITING PURPOSES, AND TO ENSURE THE RETENTION OF A HIGHLY QUALIFIED AND EXPERIENCED POLICE WORKFORCE

SUMMARY BACKGROUND:

The Greenville Police Department will use these funds in the following manner:

The funding will supplement the personnel budget of the Greenville Police Department to adjust sworn police officer compensation within its pay plan structure, to maintain organizational competitiveness.

Three years ago, the city of Greenville created and substantially invested in a pay plan for the Police Department, to assure that it could competitively attract, retain and promote a highly qualified and experienced police workforce. The plan has not been adjusted since its inception.

The current annual compensation study conducted by the City's Human Resources Department, completed in early 2019, revealed that the Police Department was less competitive among regional police and sheriff agencies. The City wishes to continue to be an employer of first choice for police candidates, as well as reduce the risk of elevated attrition rates associated with less competitive compensation programs. City Council previously appropriated $243,000 in compensation adjustments for sworn officers out of a total of $400,000 city-wide for compensation adjustments in the FY 2019-20 operating budget, effective January 1, 2020. This additional amount will bring the total mid-year compensation adjustment for sworn police personnel to approximately $558,000.

City Council desires a highly qualified, professional, experienced and motivated police workforce, and City Council also recognizes the value and importance of its public safety personnel to the overall quality of life within the city of Greenville.

IMPACT IF DENIED:

The Police Department's compensation will be less competitive; the City may experience difficulty recruiting new police officers and will risk greater attrition of experienced officers, with corresponding risks to capacity, capability and service quality.

FINANCIAL IMPACT

The appropriation of $315,000 represents funding for one half of the current fiscal year, from January through June of 2020. In future fiscal years, the financial impact is an additional $630,000.

REQUIRED SIGNATURES

Department Director	DocuSigned by: Ken Miller BF4350915250431...	**City Attorney**	DocuSigned by: Michael S. Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: John F. McDonough FDC2AC15040F440...

Ordinance No. 2019-____

A N O R D I N A N C E

TO APPROPRIATE $315,000 FROM THE GENERAL FUND FUND BALANCE TO PROVIDE REVENUES NECESSARY TO ENHANCE THE SWORN PAY PLAN OF THE GREENVILLE POLICE DEPARTMENT TO ENSURE GREATER PARITY AND EQUITY AMONG COMPETING ORGANIZATIONS, TO ENSURE THE CITY REMAINS AN EMPLOYER OF FIRST CHOICE FOR RECRUITING PURPOSES, AND TO ENSURE THE RETENTION OF A HIGHLY QUALIFIED AND EXPERIENCED POLICE WORKFORCE

WHEREAS, the city of Greenville has previously created and substantially invested in a police pay plan designed to best serve its interests of recruiting, retaining and advancing sworn police officers; and

WHEREAS, the City has a vested interest in maintaining a highly qualified and experienced police workforce; and

WHEREAS, three fiscal years have expired without an adjustment to the Police pay structure; and

WHEREAS, the City's Human Resources Department has conducted an annual comprehensive market analysis among regional police and sheriff agencies, the results of which demonstrated that the Greenville Police Department was less competitive; and

WHEREAS, the City also wishes to insulate itself from a potentially escalating attrition rate of experienced officers departing for competing police and sheriff agencies; and

WHEREAS, City Council recognizes the value and importance of its public safety personnel to the overall quality of life within the City; and

WHEREAS, City Council previously approved $243,000 for compensation adjustments for sworn officers as part of the annual operating budget effective January 1, 2020. The additional amount of $315,000, effective January 1, 2020, will result in total compensation adjustments of $558,000 for sworn police officers in the FY 2019-20 budget year;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of $315,000 is appropriated from the General Fund Fund balance to enhance the pay plan for sworn police officers effective January 1, 2020, 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 _______________, 2019.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT

BUDGET AMENDMENT

BUDGET	General Fund	REQUESTED BY	
FISCAL YEAR	2019-20	DATE	

INCREASE		**DECREASE**	
Description		Description	
General Fund			
Fund Balance Appropriated (REV)	315,000		
Salaries (EXP)	250,220		
Social Security (EXP)	19,140		
Police Retirement (EXP)	45,640		

Explanation: To appropriate fund balance for Police Pay Plan Adjusments

DATE		APPROVED BY	
			City Council/City Manager
			Camilla Pitman/City Clerk

FOR OMB POSTING PURPOSES ONLY

Budget Adjustments			**Journal Entry**		
Project Code	Account	Increase (Decrease) Amount	Project Code	Account	Amount
	010-0000-390-10-01	315,000			
	010-4030-422-11-10	250,220			
	010-4030-422-20-21	19,140			
	010-4030-422-20-32	45,640			
	Total	630,000		Total	-

Prepared By			
Posted By			
Date		Number	

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 11b

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

AGENDA DATE REQUESTED: August 26, 2019

ORDINANCE/RESOLUTION CAPTION:

TO ABANDON AN EXISTING SANITARY SEWER EASEMENT LOCATED ON PROPERTY OWNED BY VERDAE III LLC NEAR THE INTERSECTION OF WOODRUFF ROAD AND OLD WOODRUFF ROAD (TAX MAP NUMBER 0263000300200)

SUMMARY BACKGROUND:

Verdae III LLC, the owner of the property located near the intersection of Woodruff Road and Old Woodruff Road, identified as Tax Map Number 0263000300200, has requested that the city of Greenville abandon an existing sanitary sewer easement located on their property. The owner has relocated the sanitary sewer line and a new easement has been recorded for the relocated line. This portion of the existing easement as shown on the Exhibit drawing is no longer needed by the City.

IMPACT IF DENIED:

If denied, the existing sanitary sewer easement will not be abandoned.

FINANCIAL IMPACT

None

REQUIRED SIGNATURES

Department Director	DocuSigned by: Mike Murphy B8351B3CF7524D2...	**City Attorney**	DocuSigned by: Michael S. Pitts 5E0F2A267E2D413...
OMB Director		**City Manager**	DocuSigned by: John F. McDonough FDC2AC15040F440...

Ordinance No. 2019-____

AN OR D I N A N C E

TO ABANDON AN EXISTING SANITARY SEWER EASEMENT LOCATED ON PROPERTY OWNED BY VERDAE III LLC, NEAR THE INTERSECTION OF WOODRUFF ROAD AND OLD WOODRUFF ROAD (TAX MAP NUMBER 0263000300200)

WHEREAS, Verdae III LLC, the owner of property located near the intersection of Woodruff Road and Old Woodruff Road identified as Tax Map Number 0263000300200, has requested that the city of Greenville abandon an existing sanitary sewer easement located on their property; and

WHEREAS, the sanitary sewer line was relocated by the developer and a new easement was recorded along the relocated line; and

WHEREAS, the old easement is no longer needed by the City and the developer has requested the City to abandon the easement for the old sewer line; and

WHEREAS, the easement to be abandoned is a portion of the easement recorded in the Greenville County Register of Deeds Office in Plat Book 1277, Page 13 and shown more fully as "Sewer Easement Abandoned 35,620 SQ.FT. 0.818 Acres" on a plat prepared by Site Design, Inc. entitled "Sanitary Sewer Abandonment Plat For The City of Greenville" dated June 6, 2019, a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the existing sanitary sewer easement, located near the intersection of Woodruff Road and Old Woodruff Road, highlighted in red on Exhibit A is hereby abandoned. The City Manager is authorized to execute on behalf of the City any deed, easement, or agreement that may be necessary to effectuate the abandonment.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2019.

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MAYOR

ATTEST:

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DEPUTY CITY CLERK

APPROVED AS TO FORM:

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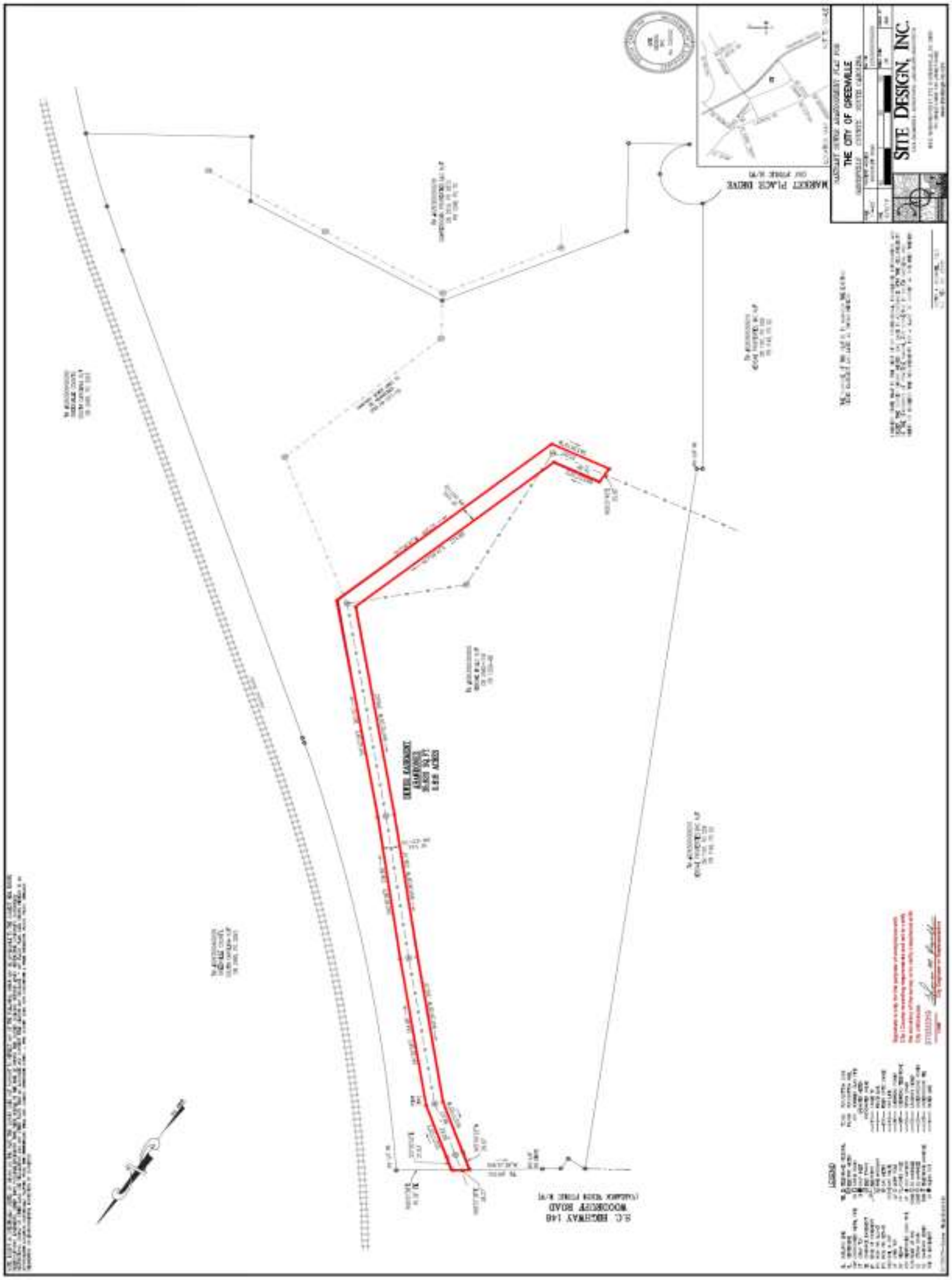
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT A



REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 11c

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

AGENDA DATE REQUESTED: August 26, 2019

ORDINANCE/RESOLUTION CAPTION:

TO APPROPRIATE $32,500 IN THE MISCELLANEOUS GRANT FUND FOR FY 2020 GRANT FUNDS RECEIVED FROM THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

SUMMARY BACKGROUND:

The Public Works Department was awarded three separate grants, totaling $32,500, from the South Carolina Department of Health and Environmental Control (DHEC), Office of Solid Waste Reduction and Recycling. A grant in the amount of $25,000, awarded under the FY 2020 Solid Waste Management Grant Program, will be used to purchase recycling containers and a compactor for the recycling center and to conduct public education. A grant in the amount of $3,750, awarded under the FY 2020 Used Motor Oil Recycling Grant Program, will be used to educate the public on the proper collection and disposal of used oil and for professional development activities. A grant in the amount of $3,750, awarded under the FY 2020 Waste Tire Recycling Grant Program, will be used to educate the public on the proper collection and disposal of used tires and for professional development activities.

IMPACT IF DENIED:

The grant awards will be rejected.

FINANCIAL IMPACT

There is no financial impact.

REQUIRED SIGNATURES

Department Director	DocuSigned by: Mike Murphy B8351B3CF7524D2...	**City Attorney**	DocuSigned by: Michael S. Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: John F. McDonough FDC2AC15040F440...

Ordinance No. 2019-____

A N O R D I N A N C E

TO APPROPRIATE $32,500 IN THE MISCELLANEOUS GRANT FUND FOR FY 2020 GRANT FUNDS RECEIVED FROM THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

WHEREAS, the city of Greenville Public Works Department was awarded three separate grants, totaling $32,500, from the South Carolina Department of Health and Environmental Control (DHEC) Office of Solid Waste Reduction and Recycling; and

WHEREAS, a grant in the amount of $25,000, awarded under the FY 2020 Solid Waste Management Grant Program, will be used to purchase recycling containers and a compactor for the recycling center and to conduct public education; and

WHEREAS, a grant in the amount of $3,750, awarded under the FY 2020 Used Motor Oil Recycling Grant Program, will be used to educate the public on the proper collection and disposal of used oil and for professional development activities; and

WHEREAS, a grant in the amount of $3,750, awarded under the FY 2020 Waste Tire Recycling Grant Program, will be used to educate the public on the proper collection and disposal of used tires and for professional development activities;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of $32,500 is appropriated in the Miscellaneous Grant Fund for the programs described above and 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 ________________, 2019.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT

BUDGET AMENDMENT

BUDGET	Miscellaneous Grants Fund	REQUESTED BY	
FISCAL YEAR	2019-20	DATE	

INCREASE			**DECREASE**		
Description			Description		
Miscellaneous Grants Fund					
State Revenue/ DHEC (REV)		32,500			
Materials and Supplies (EXP)		31,000			
Travel and Traning (EXP)		1,500			

Explanation: To appropriate funding for SC DHEC recycling grants.

DATE		APPROVED BY	
			City Council/City Manager
			Camilla Pitman/City Clerk

FOR OMB POSTING PURPOSES ONLY

Budget Adjustments		Increase (Decrease)	**Journal Entry**		
Project Code	Account	Amount	Project Code	Account	Amount
SM4102	128-0000-334-10-09	25,000			
SM4102	128-9020-483-42-01	25,000			
SM4100	128-0000-334-10-09	3,750			
SM4100	128-9020-483-42-01	3,000			
SM4100	128-9020-483-47-01	750			
SM4101	128-0000-334-10-09	3,750			
SM4101	128-9020-483-42-01	3,000			
SM4101	128-9020-483-47-01	750			
	Total	65,000		Total	-
	Prepared By				
	Posted By				
	Date			Number	

REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 15a

☑ **Ordinance/First Reading** ☐ **Ordinance/Second & Final Reading** ☐ **Resolution/First & Final Reading** ☐ **Information Only**

AGENDA DATE REQUESTED: August 26, 2019

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE TO AMEND SECTION 19-4.3.1(A)(4) OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE PERTAINING TO COTTAGE SUBDIVISIONS (Z-13-2019)

SUMMARY BACKGROUND:

The development standards for cottage subdivisions are contained in Section 19-4.3.1(A)(4) of the Land Management Ordinance. Up to 60 percent of the units in a cottage subdivision shall be oriented to front common open space. Other units may front internal or perimeter streets. Regardless of the orientation, under the current requirements all lots must have actual access to a paved road improved to a minimum standard approved by the City.

To staff's knowledge, only one cottage subdivision (Ridgeway Cottages) has ever been approved under the current ordinance. After meeting with developers and property owners about development constraints under the current cottage subdivision standards, staff has prepared the proposed amendment to Section 19-4.3.1(A)(4). The proposed amendment will allow up to 40 percent of the lots in a cottage subdivision to front on a permanent access easement that meets the minimum dimensional requirements for a full public or private street. There would be no vehicular access to these lots. Instead, residents would park in an approved parking lot and walk to their residences. In the event the owners or neighborhood association decide to extend the road in the future, the process will be as simple as improving the easement and paving the street.

The unimproved easement areas shall not count towards the required common open space, which is a central feature of cottage subdivisions in the current ordinance. Applicants would need to demonstrate that proposed access easements otherwise meet the dimensional standards for an approved public or private street, and further demonstrate that the project complies with the open space requirements.

IMPACT IF DENIED:

The cottage subdivision standards will remain in their current form, and all new lots in cottage subdivisions must continue to have access to a street paved and improved to an approved Engineering standard.

FINANCIAL IMPACT

None

REQUIRED SIGNATURES

Department Director	DocuSigned by: Nancy Whitworth 1DC2D48BBB5D4AB...	**City Attorney**	DocuSigned by: Michael S. Pitts 5E0F2A267E2D413...
OMB Director		**City Manager**	DocuSigned by: John F. McDonough FDC2AC15040F440...

Ordinance No. 2019-___

A N O R D I N A N C E

TO AMEND SECTION 19-4.3.1(A)(4) OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE PERTAINING TO COTTAGE SUBDIVISIONS (Z-13-2019)

WHEREAS, Section 19-4.3.1(A)(4) of the Land Management Ordinance of the Code of Ordinances of the City of Greenville provides development standards applicable to cottage subdivisions, including provisions that require up to sixty percent of units to front common open space with other dwellings fronting interior or perimeter streets; and

WHEREAS, regardless of unit orientation, all lots in a cottage subdivision must currently comply with the paved road access requirements generally applicable to all subdivisions in the city of Greenville; and

WHEREAS, developers have expressed concern about the paved road access requirement in cottage subdivisions, especially with regards to housing affordability, site development costs, and challenges of infill projects within the City; and

WHEREAS, in response to property owner and developer concerns, staff prepared a draft text amendment that would allow for up to forty percent of dwellings in a cottage subdivision to front on a permanent, unpaved access easement which could realistically be paved and improved to a full engineering road standard at any point in the future, provided that such easement area is not included in the minimum required open space calculation required for cottage subdivisions; and

WHEREAS, cottage subdivisions that utilize the unimproved easement option are still required to comply with all fire, engineering, zoning, building code, site development, and other applicable standards of the city of Greenville and state of South Carolina; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on July 18, 2019, to consider the proposed text amendment and recommended approval; and

WHEREAS, City Council finds the proposed text amendment meets the standards of Section 19-2.3.2(E)(1), *Text Amendments*, and is compatible with the City's Comprehensive Development Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, Section 19-4.3.1(A)(4) of the Code of Ordinances of the City of Greenville pertaining to cottage subdivisions is hereby amended as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2019.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT A

Modification to Use Specific Standards, Residential Uses, Cottage Subdivision – Section 19-4.3.1(A)(4)

(4) *Cottage subdivision.*

(a) *Procedure for review.* Cottage subdivisions shall be reviewed in accordance with the standards and requirements for a major subdivision in section 19-2.3.13(A)(5).

<u>1. *Exception:* Cottage subdivisions may have no more than 40 percent of the proposed lots front on a permanent unpaved, approved access easement, equal in width and an extension of the required private street easement or in direct connection to a public street, that may be necessary to comply with Section 19-4.3.1(4)(b)5. All other units must comply with Section 19-6.7.2. and the requirements for Cottage Subdivision.</u>

(b) *Site configuration.*

1. *Development size.* Cottage subdivisions shall be located on a site of at least 21,780 square feet in size.

2. *Allowable uses.* Allowable uses shall be limited to single-family detached dwellings and commonly associated accessory uses. Accessory uses may include common open space, a common building for the purposes of storage or recreation for residents of the cottage subdivision, and outdoor recreational features.

3. *Number of dwellings.* A cottage subdivision shall include at least four dwellings. In no instance shall the gross density of the development exceed the density of the underlying zoning district.

4. *Common open space.*

a. The cottage subdivision shall include common open space that comprises at least 30 percent of the total site. The common open space shall include a central green or lawn area fronting some or all of the dwellings, one or more shared surface off-street parking area(s) located away from the dwellings and common area, and a perimeter buffer area that incorporates landscaping materials, existing vegetation, or other features to buffer the subdivision from adjacent development (see Figure 19-4.3.1-1).

b. The central green or lawn area shall include at least 375 square feet of area for each dwelling in the subdivision.

<u>(1) Permanent, unpaved, approved access easements shall not qualify as common open space central green or lawn area needed to meet this requirement.</u>

c. A common building located within the common open space area may be included as an accessory use, but in no instance shall the common building be larger than 1,500 square feet or serve as a permanent dwelling unit.

d. Open space areas shall include improved pedestrian walkways that provide pedestrian access to each dwelling, shared parking areas, any common buildings, and the public sidewalk network.

e. Ownership of the open space shall remain either with the developer or be conveyed to a homeowners' association or comparable legal entity under the laws of South Carolina.

f. Maintenance of the land as permanent open space shall be ensured via the recordation of covenants or similar documents with the county registrar of deeds and noted (or referenced) on the site plan or final plat. This documentation shall also prescribe the nature and extent of continuing maintenance to the open space designed to preclude the creation of any nuisances.

5. *Dwellings fronting open space.* Up to 60 percent of the dwellings in a cottage subdivision shall front common open space.

6. *Dwellings fronting internal streets and permanent, unpaved access easement.* Dwellings in a cottage subdivision that front an internal street or unpaved access easement shall:

   a. Be oriented so that the front door of the dwelling faces the internal street or access easement;

   b. Include a front porch of at least ten feet in width and six feet in depth between the front facade of the dwelling and the street or access easement;

   c. Ensure that a street facing garage, if provided, is located at least 10 feet behind the front facade plane of the dwelling, including porches, and complies with the standards for street facing garage doors in subsection (b)(8) of this section.

No changes beyond Sec. 19-4.3.1(A)(4)(b)(6)(b).

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

Agenda Item No. 15b

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

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

AGENDA DATE REQUESTED: August 26, 2019

ORDINANCE/RESOLUTION CAPTION:

TO APPROPRIATE $268,323 IN THE GENERAL FUND FOR THE LEASE, SECURITY DEPOSIT, OFFICE BUILDING UPFIT, FURNITURE AND EQUIPMENT FOR OFFICE SPACE AT 131 FALLS STREET, SUITE 201

SUMMARY BACKGROUND:

The Administration and Recreation Divisions of the Parks and Recreation Department are currently located at 307 B Falls Street. Currently 14 positions are housed at 307 B Falls Street in 9 offices. The Department intends to enter into a lease for office space located at 131 Falls Street, Suite 201. This location offers 10 offices, 4 shared, cubicle style work spaces, a reception area and lobby, and a large conference room.

The Department will rewire the new location, purchase new equipment and furniture, and pay a portion of the office upfit cost upon issuance of the Certificate of Occupancy. This will be a one time appropriation. Any additional costs will be covered in future operating budgets as needed. City Council approved the lease concept at the June 17, 2019, Committee of the Whole meeting.

IMPACT IF DENIED:

If denied, an additional appropriation will not be allocated to moving expenses for Parks and Recreation and the Department will not enter into the Lease Agreement.

FINANCIAL IMPACT

If approved, $268,323 will be appropriated from the General Fund for rent for the first year, security deposit, furniture, moving costs, office building upfit, and IT equipment and installation for a new office space at 131 Falls Street, Suite 201.

REQUIRED SIGNATURES

Department Director	DocuSigned by: Marlaine Creasey Smith 1B7C782A32564A8...	**City Attorney**	DocuSigned by: Michael S. Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: John McDonough FDC2AC15040F440...

Ordinance No. 2019 -_____

A N O R D I N A N C E

TO APPROPRIATE $268,323 IN THE GENERAL FUND FOR THE LEASE, SECURITY DEPOSIT, OFFICE BUILDING UPFIT, FURNITURE AND EQUIPMENT FOR OFFICE SPACE AT 131 FALLS STREET, SUITE 201

WHEREAS, the Parks and Recreation Department intends to enter into a seven year lease for office space located at 131 Falls Street, Suite 201; and

WHEREAS, the Parks and Recreation Department requires the lease security deposit, new furniture, office building upfit, fixtures, and equipment in the space located at 131 Falls Street, Suite 201; and

WHEREAS, a one-time appropriation of $268,323 in the Parks and Recreation Department's FY20 budget will be used for increased rent cost, security deposit, building upfit, new furniture, and new IT equipment or related costs.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of $268,323 is appropriated in the General Fund for the purpose of occupying a new space at 131 Falls Street, Suite 201, and the purposes set out herein above, 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 _______________, 2019.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT

BUDGET AMENDMENT - 2019 Falls Street Lease

BUDGET: General Fund | REQUESTED BY: ______

FISCAL YEAR: 2019-20 | DATE: ______

INCREASE		**DECREASE**	
Description		Description	
General Fund			
Fund Balance Appropriated (REV)	268,323		
Rental of Real Property (Exp)	104,000		
Furniture (Exp)	110,000		
Professional Services (Exp)	45,000		

Explanation: To appropriate $268,323 in the General Fund for the lease, upfit, furniture and equipment for Parks and Rec Falls Street Lease.

DATE ______ APPROVED BY ______
City Council/City Manager
Camilla Pitman/City Clerk

FOR OMB POSTING PURPOSES ONLY

Budget Adjustments		Increase (Decrease)	**Journal Entry**		
Project Code	Account	Amount	Project Code	Account	Amount
	010-0000-390-10-01	268,323			
	010-7020-455-30-40	77,000			
	010-7023-455-30-40	27,000			
	010-7020-455-63-01	110,000			
	010-7020-455-30-11	45,000			
	Total	527,323		Total	-
	Prepared By				
	Posted By				
	Date			Number	

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 16a

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

AGENDA DATE REQUESTED: August 26, 2019

ORDINANCE/RESOLUTION CAPTION:
TO ADOPT THE DOWNTOWN STRATEGIC MASTER PLAN

SUMMARY BACKGROUND:
This Resolution adopts the Downtown Strategic Master Plan.

IMPACT IF DENIED:
The Downtown Strategic Master Plan will not be adopted.

FINANCIAL IMPACT
None.

REQUIRED SIGNATURES

Department Director	DocuSigned by: Nancy Whitworth 1DC2D48BBB5D4AB...	**City Attorney**	DocuSigned by: Michael S. Pitts 5E0F2A267E2D413...
OMB Director		**City Manager**	DocuSigned by: John F. McDonough FDC2AC15040F440...

RESOLUTION NO. 2019-_____

A R E S O L U T I O N

TO ADOPT THE DOWNTOWN STRATEGIC MASTER PLAN

WHEREAS, in June 2018, the city of Greenville ("City") retained a consulting team led by Pittsburgh-based consultant Urban Design Associates to develop a Downtown Strategic Master Plan, (the "Plan"); and

WHEREAS, in addition to Urban Design Associates, the multi-disciplinary consulting team included HR&A Advisors for the market analysis; Hawkins Partners for landscape architecture and public space design; Thomas & Hutton for civil engineering; and Walker Parking for parking strategy; and

WHEREAS, the study area includes the Central Business District and edges surrounding the District; and

WHEREAS, the City established a Steering Committee comprised of stakeholders representing various community interests; and

WHEREAS, the planning process incorporated many opportunities for public input and involvement, including an online public survey, multiple meetings with property owners, business owners, residents, and other local stakeholders, as well as a multi-day public design charrette; and

WHEREAS, the Plan objectives examine the attraction and retention of businesses, residents and visitors while ensuring the uniqueness and authenticity of downtown; how best to position downtown for the attraction and retention of a workforce for the new economy; and continuation of the right blend of development and redevelopment; and

WHEREAS, the Plan outlines that, with continued investment, by 2028 the Greater Downtown Area can expect to add 4,600 to 6,000 new residents; 2,400 to 3,000 additional residential units; 860,000 to 1.2 million square feet of office space; 360,000 square feet of new retail space; and 700 additional hotel rooms in four to five hotels downtown, supporting the reason for a strategic master plan; and

WHEREAS, the Plan discusses potential improvements to the downtown street network to increase mobility and outlines potential urban design strategies in East Downtown, South Downtown, the Buncombe Corridor, and the Unity Park Area; and

WHEREAS, on August 1, 2019, the Design Review Board Urban Panel informal review was held; and

WHEREAS, on August 15, 2019, the Planning Commission informal review was held; and

WHEREAS, the City is committed to the revitalization of Downtown Greenville and supports planning efforts that will guide future public and private investment, and City Council, therefore, desires to adopt the Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Downtown Strategic Master Plan is approved by City Council as statements of Council policy. The City Manager, in cooperation with stakeholders in the Downtown community, shall use the Plan principles as a flexible framework for redevelopment efforts. The endorsement of this Resolution does not preclude variations or exceptions.

RESOLVED THIS _____ DAY OF _________________________, 2019.

____
MAYOR

Attest:

____
CITY CLERK

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 16b

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

AGENDA DATE REQUESTED: August 26, 2019

ORDINANCE/RESOLUTION CAPTION:

TO APPROVE A LAW ENFORCEMENT AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION AND THE GREENVILLE POLICE DEPARTMENT, FOR THE UPGRADE AND USE OF THE POLICE FIRING RANGE FACILITIES LOCATED ON MAULDIN ROAD

SUMMARY BACKGROUND:

This MOU Agreement will enable the Greenville Police Department to complete needed replacement of its existing firing range target system, with reimbursement from the United States Department of Justice in an amount not to exceed $160,000. These monies will be appropriated by Ordinance, subject to City Council approval, at a later date. The Agreement will also allow for the Federal Bureau of Investigation's continued use of the Police Department upgraded firing range facility for a period of at least twenty years.

IMPACT IF DENIED:

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

FINANCIAL IMPACT

This Resolution carries no financial or legal risk to the City, should the City Council not appropriate funding for the project at a later date. This Resolution is for reimbursement of funds spent by the City. The Police Department continues to evaluate all costs associated with this upgrade project.

REQUIRED SIGNATURES

Department Director	DocuSigned by: Ken Miller BF4350915250431...	**City Attorney**	DocuSigned by: Michael S. Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: John F. McDonough FDC2AC15040F440...

RESOLUTION NO. 2019-_____

A RESOLUTION

TO APPROVE A LAW ENFORCEMENT AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION AND THE GREENVILLE POLICE DEPARTMENT FOR THE UPGRADE AND USE OF THE POLICE FIRING RANGE FACILITIES LOCATED ON MAULDIN ROAD

WHEREAS, the Greenville Police Department needs to replace its firing range target system; and

WHEREAS, the Police Department needs additional site work completed to accommodate a new target system; and

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

WHEREAS, the FBI wishes to continue to use the Police Department firing range facility for a period of an additional twenty years; and

WHEREAS, the FBI is willing to reimburse the city of Greenville for expenses associated with its target system replacement up to an amount of $160,000, in the event City Council appropriates the funds for the aforementioned upgrades at a later date; and

WHEREAS, City Council finds the Memorandum of Understanding ("Agreement") between the FBI and City of Greenville, which is attached to this Resolution as Exhibit A, should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council approves the attached Memorandum of Understanding Agreement, incorporated herein as Exhibit A, and hereby authorizes the City Manager to execute same. The City Manager is herewith authorized to carry out any action and/or execute such documents as reasonable to implement the purposes of this Resolution. This authority shall apply without further action by City Council to any minor revision or amendment to such documents.

RESOLVED THIS _____ DAY OF _________________________, 2019.

____
MAYOR

Attest:

____
CITY CLERK

EXHIBIT A

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE FBI AND THE CITY OF GREENVILLE, SC
CONCERNING FBI INVESTMENT IN, FOR THE IMPROVEMENT AND CONTINUED USAGE OF, THE CITY OF GREENVILLE, SC POLICE DEPARTMENT'S FIREARMS RANGE

1. PURPOSE

a. The purpose of this Memorandum of Understanding ("MOU" or "Agreement") between the Federal Bureau of Investigation (FBI) and The City of Greenville, SC (City), hereinafter referred to as the "Parties," is to: (1) define the scope and responsibilities of the Parties concerning the enhancements and upgrades to be made in part with FBI contributory funding at the current Greenville Police Department ("GPD") Firearms Range (hereinafter "Facility"), located at 690 Mauldin Rd., Greenville, SC 29607; and (2) allow the Parties to conduct regular and specialized firearms training, special weapons and tactics (hereinafter "SWAT") training, and related demonstrations and events.

b. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the Parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

2. PARTIES

For purposes of this Agreement, the FBI Special Agent in Charge (SAC) for the Columbia Division is responsible for administering this Agreement on behalf of the FBI; and the City Chief of Police, and/or his designee, hereinafter referred to as the "GPD Administrator", is responsible for administering this Agreement on behalf of the City.

3. AUTHORITIES

The FBI enters into this MOU under the authority provided by 34 U.S.C. 10211, 28 U.S.C. 530C, 28 U.S.C. 533 and 28 C.F.R 0.85.

4. BACKGROUND INFORMATION

The City, through the GPD, operates a law enforcement training facility, including a firearms range at 690 Mauldin Rd., Greenville, SC 29607. The FBI has operational responsibilities for maintaining firearms proficiency of its Special Agents and other personnel assigned to its Columbia, SC field office and assigned to FBI facilities among various Resident Agencies (RAs) in South Carolina, including the Greenville, SC RA. The FBI also tests and evaluates firearms and ammunition for research purposes and for acquisitions and use by its workforce.

5. SCOPE

This MOU defines the terms and conditions for the provision of funding, upgrades, and enhancements to the Facility contemplated by the Parties as follows:

Contingent on the availability of funds, the FBI will provide funding on a reimbursable basis for upgrades and enhancements to the Facility, which is owned and operated by the City via the GPD. Specifically, the FBI will reimburse the City up to $160,000 to:

a. Install a complete pneumatic turning target system in a form as agreed upon by the Parties, and;

b. Demolish and dispose of existing overhead baffles in compliance will all Federal, state and local regulations and;

c. With FBI concurrence and approval, complete other site work deemed necessary for the appropriate installation of the target system.

All upgrades and enhancements to the Facility funded, in whole or in part, under this MOU, will belong to the City.

6. SPECIFIC RESPONSIBILITIES

a. The FBI will provide all ammunition for its employees, agents, or invited guests while using the Facility. No FBI firearms or ammunition will be stored at the Facility when the FBI is not present without the permission of the GPD Administrator.

b. The FBI acknowledges that its employees, agents or invited guests are responsible for becoming familiar with, and abiding by, the rules and regulations regarding their conduct on, and use of, the Facility.

c. All FBI requests for Facility use and access will be through a single FBI scheduling Point of Contact.

d. The City shall be responsible for all releases of hazardous substances (as defined by the Comprehensive Environmental Response Compensation and Liability Act, Title 41, U.S.C. Section 9601 et seq.) and other contaminants on or from the Facility, unless such releases are solely from the activities of the FBI, and the City shall take all reasonable measures to avoid such releases, by the City or other users of the premises including, but not limited to, requiring compliance by all users with all applicable environmental requirements.

e. The City agrees to provide and pay for those utilities (e.g., electricity, water, and sewer) that may be reasonably consumed by the FBI during the FBI's use of the Facility during the term of this Agreement. The City agrees to be responsible for all operations and maintenance costs for the Facility. FBI funds provided under this Agreement will be used exclusively for the purposes set forth in this Agreement and will not be used to support City operations or administration unrelated to this Agreement.

f. The FBI shall have access to the Facility for a minimum of two work days per quarter, for a minimum of eight work days per year. However, the good faith failure by either Party to meet the minimum day requirement shall not be deemed a default of this MOU by either Party. The Parties shall meet on a scheduled basis to be determined, but not less than quarterly, and agree on a tentative schedule for FBI usage. Training days assigned to the FBI will be equally distributed throughout the year to prevent long periods of unavailability of the Facility during periods of high demand. FBI use of the Facility shall be approved in writing by the GPD Administrator, with FBI being given scheduling preference over all other visiting agencies' range use and days assigned to the FBI are for the FBI's own use exclusively. City range personnel will have unlimited access to the Facility at any time, provided that such access does not unduly interfere with the FBI's training efforts during its scheduled use. Requests by the FBI for scheduling changes will be made to the designated City scheduling POC for consideration with the use provisions of this MOU.

g. The FBI will exercise reasonable due care in its use of the Facility and shall be responsible to the City for conducting all activities in a safe and prudent manner so as not to endanger others while on City property. The FBI shall return the Facility to the City after each use in the same condition as before its use, except for reasonable wear and tear. If the FBI cannot return the Facility in such condition due to acts of negligence or misuse by FBI employees, agents or guests, it agrees to immediately notify the appropriate City point of contact and will negotiate an appropriate response, including financial responsibility, for needed repairs as jointly determined by the Parties under the terms of this Agreement for the settlement of disputes. The City has no requirement or obligation to staff the Facility during scheduled FBI use.

h. Upgrades and enhancements to facilities funded, in whole or in part, with funding reimbursed under this Agreement shall comply with all applicable safety, physical security, and applicable environmental regulations, policies, and directives, including, but not limited to the OSH Act and federal, state and local environmental requirements.

i. The FBI, through its Finance and Facilities Division, will reimburse the City up to $160,000 to be applied toward upgrades and enhancements of the existing firearms range at the Facility as described herein. This funding is provided in lieu of any fees charged by the City of the FBI for range access and range use on those days and dates the FBI conducts scheduled training and related activities at the Facility.

j. The City agrees to maintain adequate and detailed records, including financial records of projects funded under this Agreement and to require its contractor(s) to do so. Such records shall be available to the FBI or its assigned agents for inspection or audit at a reasonable time and place.

k. The City agrees to accept federal funds and use same for agreed upon purposes and will oversee construction and/or installation of equipment to ensure agreed upon specific FBI requirements and technical specifications are satisfied. The City will provide periodic updates to the FBI on status of projects and the obligation and expenditure of funds. The City will allow FBI personnel periodic access to construction sites to observe and monitor progress. FBI will provide the City access to FBI subject matter experts for consultation in developing requirements, technical specifications, programming and project design.

l. Contracts for work or projects awarded pursuant to this Agreement shall be awarded and completed as soon as practical but contracts shall be awarded not later than twelve (12) months after the effective date of this Agreement.

m. As work is completed on agreed upon upgrades and enhancements, the City will advise the FBI and attach any invoices from contractors and/or vendors for such work as supporting documentation. All FBI payments will be made as reimbursements to the City and in no case will the FBI directly pay the City contractors or vendors. The FBI will not be liable for any late payment, charges or fees. All claims for reimbursement by the City must be submitted to the FBI not later than one (1) year after acceptance of the project from the contractor by the City.

7. EFFECT OF THIS AGREEMENT

a. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties of the matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures but, rather, that it is the intent to do so if funds are made available for such purpose. With the foregoing in mind, the commitment of the City to initiate, plan and implement the project improvements under this Agreement, along with the City's stated commitment to the FBI's terms of use of the Facility, is expressly contingent upon the written confirmation of the FBI's encumbrance of the agreed funding for the project.

b. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.

c. Nothing in this MOU is intended to conflict with current law, regulations or directives of the FBI, the City, or any governmental entity having jurisdiction over the Parties. If a term of this MOU is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

d. The FBI, as an agency of the United States Government, is self-insured. United States Government liability for claims for personal or property damage, including death, caused by the negligent or wrongful acts or omissions of FBI employees acting within the scope of their employment is determined under the terms and conditions of the Federal Tort Claims Act (28 U.S.C., Sections 1346(b) and 2671, et seq.). Appropriate claims and judgments against the United States, to include claims made under the Federal Tort Claims Act, are paid out of the Judgment Fund (31 U.S.C., Section 1304).

e. This Agreement is not intended to be enforceable in any court or administrative forum. The Parties will seek to resolve any disputes regarding this Agreement by mutual consultation.

8. EFFECTIVE DATE, ADMINISTRATION AND TERMINATION

a. This Agreement shall be effective when executed by all of the Parties, hereinafter "Effective Date", and will be subject to mandatory review by both Parties prior to renewal, if any, twenty years following completion of Facility improvements and continuation of usage of the Facility by FBI personnel.

b. This Agreement may be modified at any time by written consent of all Parties.

c. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least [30] days prior to withdrawal.

d. Should this Agreement be terminated by the City prior to the end of the designated term, the City will reimburse the FBI for the residual value (cost reduced by straight-line depreciation computed over a twenty (20) year service life for facilities/structures (capital investments) and ten (10) year service life for equipment (non-capital investments) of FBI funded improvements as of the date of termination. Should this Agreement be terminated by the FBI prior to the end of the designated term, the FBI will forfeit any claim for reimbursement for the residual value of FBI funded improvements as of the date of termination.

ON BEHALF OF THE PARTIES HERETO, the duly authorized representatives of the Parties have signed this Agreement effective as of the Effective Date set out hereinabove.

____

John F. McDonough, City Manager　　　　　Date
City of Greenville, South Carolina

____

Alphonso Norris, Special Agent in Charge　　　　　Date
Federal Bureau of Investigation

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 16c

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

AGENDA DATE REQUESTED: August 26, 2019

ORDINANCE/RESOLUTION CAPTION:

TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT TO LEASE OFFICE SPACE LOCATED AT 131 FALLS STREET, SUITE 201 FROM 131 FALLS STREET, LLC.

SUMMARY BACKGROUND:

The Parks and Recreation Department plans to lease office space for the Administration and parts of the Recreation division. If the Lease Agreement is approved by City Council, all staff currently located at 307 B Falls Street will move to the new location.

Per the terms of the attached Lease Agreement, the City shall lease approximately 3,684 square feet. The initial term of the lease is for seven (7) years. Year 1 rent will be $109,355.85 with a three percent (3%) increase yearly. The landlord will pay for all utilities except for network and data.

The Department will rewire the new location, purchase new equipment and furniture, and pay a portion of the office upfit cost upon issuance of the Certificate of Occupancy. This will require a separate one-time appropriation of $268,323. Any additional costs will be covered in future operating budgets as needed.

IMPACT IF DENIED:

If denied, the City Manager will not be authorized to execute the Lease Agreement for office space at 131 Falls St.

FINANCIAL IMPACT

As a separate action, $268,323 will be appropriated in the FY19-20 Parks and Recreation Department Operating Budget to cover rent for the first year, furniture, moving costs, building upfits, and IT equipment and installation.

REQUIRED SIGNATURES

Department Director	DocuSigned by: Marlaine Creasey Smith 1B7C782A32564A8...	**City Attorney**	DocuSigned by: Michael S. Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: John F. McDonough FDC2AC15040F440...

RESOLUTION NO. 2019-_____

A RESOLUTION

TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT TO LEASE OFFICE SPACE LOCATED AT 131 FALLS STREET, SUITE 201 FROM 131 FALLS STREET, LLC.

WHEREAS, the city of Greenville has budgeted funds in the FY19-20 Operating Budget, for the purpose of leasing office space for the Parks and Recreation Department; and

WHEREAS, 131 Falls Street, LLC is the owner of property at 131 Falls Street, Suite 201 in Greenville and is willing to lease office space to the City; and

WHEREAS, City Council has determined that it is in the best interests of the City to lease office space to meet the operational needs of the Parks and Recreation Department;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the city of Greenville shall lease approximately 3,684 square feet of office space from 131 Falls Street, LLC. for a term of seven (7) years with an annual rent of $109,355.85/year and an annual escalation of three percent (3%). The City Manager is authorized to proceed with the leasing of 131 Falls Street, Suite 201, in conformity with the terms and conditions of the Lease Agreement in substantially the same form as provided in the Attachment, which is incorporated herein. 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 Lease Agreement after consultation with the City Attorney, provided they conform to the purposes of this Resolution. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, then the matter shall be presented to City Council for further review before the final execution.

RESOLVED THIS _____ DAY OF _________________________, 2019.

____
MAYOR

Attest:

____
CITY CLERK

ATTACHMENT

LEASE AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

THIS LEASE AGREEMENT, hereinafter the "Lease", is made and entered into ____________________________, but effective as of October 1, 2019, hereinafter "Effective Date", by and between 131 Falls Street, LLC, a South Carolina limited liability corporation, whose corporate address is 284 Oil Camp Creek Rd, Greenville, SC 29661, hereinafter referred to as the "Landlord", and the City of Greenville, South Carolina, hereinafter referred to as the "Tenant".

WITNESSETH:

WHEREAS, Landlord is the owner of that certain real property and improvements thereon located at 131 Falls Street, in the City of Greenville, South Carolina, being Tax Map Number 61-5-2, more particularly shown outlined in red on Exhibit "A", attached hereto and made a part hereof, said property and improvements hereinafter referred to as "131 Falls Street"; and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease and let to Tenant, that certain office space, being a portion of 131 Falls Street, designated as Suite 201, consisting of 3,684 square feet, more or less, as more particularly shown shaded in green on that plat attached hereto and made a part hereof as Exhibit "B", said office space hereinafter referred to as the "Premises".

NOW, THEREFORE, for and in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, the parties hereto agree for themselves, their successors and assigns, as follows:

ARTICLE 1

GRANT, TERM, AND NECESSARY UPFITS

1.01. Lease of Premises. Landlord hereby demises and leases to Tenant and Tenant hereby accepts and leases from Landlord that certain office space comprising the Premises hereinabove described.

1.02. Additional Rights Granted Hereunder. In addition to the foregoing, during the term of this Lease, Tenant is hereby granted the additional rights and privileges hereunder:

a. Non-exclusive Right to Use of Common Area restroom facilities, stairways and stairwells, elevator, Common Area building Reception / ingress and egress areas, and other common areas, all as shown shaded in purple and pink on Exhibit "B", including but not limited to the right of ingress and egress to the building and the Premises on a 24/7 basis, all as reasonably necessary for the full and reasonable use of said Premises.

b. Parking: Landlord shall have no responsibility to provide parking to Tenant; and Tenant shall separately secure its own parking.

1.03. Term. Subject to the terms of subsection 1.04, hereinbelow, this Lease shall be for a primary term of seven years, hereinafter referred to as the "Primary Term", commencing on October 1, 2019, and terminating on September 30, 2026, unless earlier terminated by the parties hereto as elsewhere set out herein.

1.04 Necessary Upfits by Landlord. Notwithstanding anything herein to the contrary, it is understood and agreed by the parties hereto that Landlord is responsible for, and shall make, or cause to be made, all upfits to the Premises as more particularly set out in Exhibit "C", a copy of which is attached hereto and made a part hereof; and that said upfits shall be completed prior to the commencement of the Primary Term. To that end, it is further understood and agreed that if said upfits are not completed on or before October 1, 2019, then the term set out in subsection 1.03, hereinabove, shall automatically be delayed, without the necessity of further action of the parties hereto, to the first day of the month following the month in which said upfits are completed to Tenant's reasonable satisfaction, which approval shall not be unreasonably withheld by Tenant; and the termination date of said Primary Term shall be commensurately so extended such that the Primary Term shall remain a term of seven (7) years.

ARTICLE 2

RENTALS, AND OTHER PAYMENTS

2.01. Primary Term Rentals.

a. For the rights granted herein, and during the Primary Term of this Lease, Tenant shall pay to Landlord as annual rentals, hereinafter referred to as "Primary Term Rentals", the following amounts:

(1) Year 1: One Hundred Nine Thousand Three Hundred Fifty-five and 85/100's Dollars ($109,355.85).

(2) Year 2: One Hundred Twelve Thousand Six Hundred Thirty-six and 53/100's Dollars ($112,636,53).

(3) Year 3: One Hundred Sixteen Thousand Fifteen and 62/100's Dollars ($116,015.62).

(4) Year 4: One Hundred Nineteen Thousand Four Hundred Ninety-six and 09/100's Dollars ($119,496.09).

(5) Year 5: One Hundred Twenty-three Thousand Eighty and 97/100's Dollars ($123,080.97).

(6) Year 6: One Hundred Twenty-six Thousand Seven Hundred Seventy-three and 40/100's Dollars ($126,773.40).

(7) Year 7: One-Hundred Thirty Thousand Five Hundred Seventy-six and 60/100's Dollars ($130,576.60).

b. During each year of the Primary Term of said Lease, Tenant shall pay said annual Primary Term Rentals to Landlord in equal one-twelfth (1/12) payments, in advance, each month; and failure of Tenant to make any monthly payment within five (5) calendar days following the due date herein shall incur a late charge of five percent (5%) of the monthly amount then due and unpaid.

2.02. Extended Term Rentals.

a. The annual rentals for any extended term of this Lease, if any, shall be either an amount that shall be agreed upon by and between the parties hereto at the time of the commencement of said extended term or, at Landlord's discretion within five (5) calendar days of Tenant's notice of intent to extend, an amount that shall be based upon an objective determination of market value for the Premises and rights granted herein by the use of at least three (3) comparables of leasehold space in the central business district that most approximates the Premises. Tenant shall also pay its prorated share of taxes, insurance and maintenance on the property at 131 Falls St. The annual rentals for any extended term of this Lease shall hereinafter be referred to as the "Extended Term Rentals".

b. During any extended year term of said Lease, Tenant shall pay said annual Extended Term Rentals to Landlord in equal one-twelfth (1/12) payments, in advance, on or before the first day of each month, commencing on the first day of the extended term; and failure of Tenant to make any monthly payment within five (5) calendar days following the due date herein shall incur a late charge of five percent (5%) of the monthly amount then due and unpaid.

2.03. Security Deposit. Upon commencement of said Lease, Tenant shall pay to Landlord an amount equal to one month's rentals as a security deposit. Said security deposit shall be returned to Tenant, in full, at the termination of said Lease, less any amounts reasonably owing to Landlord for repairs due, or for any other amounts that may be reasonably owing to Landlord hereunder.

2.04 Payment for Upfits Set Out in Subsection 1.04. Tenant shall pay to Landlord the sum of Fifty Thousand and No/100's Dollars ($50,000.00) upon satisfactory completion of the Upfits set out in subsection 1.04, hereinabove, and subsequent receipt of a Certificate of Occupancy for the Premises from all regulatory authorities with the authority to grant same, and Tenant shall not unduly delay in obtaining such Certificate of Occupancy.

ARTICLE 3
USE OF PREMISES

3.01 Tenant shall not use the Premises for other than normal office purposes specifically by the Parks and Recreation Department of the City of Greenville, nor use or permit the Premises to be used for any offensive, noisy or dangerous trade or business, as determined by the sole and reasonable judgment of Landlord, or in violation of any law, ordinance, or regulation of any governmental body having jurisdiction of the Premises.

3.02 Tenant shall not do or perform any act, or allow any omission, which will materially increase the rate of insurance on the Premises; and if such rate of insurability is materially increased by Tenant's actions, Tenant agrees to pay Landlord such increased cost of insurance within thirty (30) days of receipt by Tenant of billing for same by Landlord.

3.03 Tenant shall at no time obstruct entries and/or common areas so as to interfere with the use thereof by other neighboring tenants.

3.04 Tenant shall not possess, use or consume alcoholic beverages on the Premises, if any, except as authorized by State and local laws.

3.05 Tenant shall not use the Premises, or allow same to be used, for the treatment, storage, use of disposal of toxic or hazardous waste or substances, or any other substance that is prohibited by any governmental entity having jurisdiction thereof.

3.06 Neither Tenant nor Landlord shall do any act or follow any practice relating to the Premises which shall constitute a nuisance. Tenant's duties in this regard shall include making arrangements at Tenant's expense for the proper storage and timely disposal of garbage and refuse, and allowing no noxious or offensive odors, fumes, gases, smoke, dust, steam, vapors, or disturbing vibrations of Tenant's making to originate in or emit from the Premises.

ARTICLE 4

ALTERATIONS AND IMPROVEMENTS BY TENANT

4.01 Tenant's Alterations. Tenant shall not make, or suffer to be made, any alterations to the Premises, or any part thereof, without the Landlord's prior written consent, which consent shall not be unreasonably withheld. Any such alterations, whether made with or without Landlord's consent, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting or attached shelving shall not be removed unless requested by Landlord.

4.02 Tenant may install, at its sole expense and without the Landlord's permission, trade fixtures, drapery, moveable office partitions, furniture, equipment and other personal property, and may remove same at any time, provided Tenant is not in default of this Lease; and any damages to the Premises, the elevators, hallways, stairwells, doors, locks, windows, and grounds shall be paid by Tenant within fifteen (15) days of written notice of such damage by Landlord.

4.03 Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Premises or unreasonably annoy or disturb other neighboring tenants.

4.04 Tenant shall at all times keep the Premises free and clear of any lien or encumbrance of any kind created by Tenant's acts under this paragraph or otherwise or by Tenant's omission(s). To that end, during performance of the improvements or any other alterations to the Premises, Tenant shall post a large and conspicuous notice that the Landlord is not responsible for the materials and labor furnished to the Tenant and shall otherwise comply with provisions of Section 29-5-80, Code of Laws of South Carolina, 1976, as amended.

4.05 Tenant shall install, at its expense, any needed telephone, Internet, electrical, computer outlets and network cabling to specific identified locations.

ARTICLE 5
UTILITIES AND SERVICES

Except as expressly set forth in this Lease, Landlord shall pay electricity, gas, heat, and cooling, , together with all deposits and fees in connection therewith. Tenant shall pay for internet, phone, security, trash and recycling and janitorial services,

ARTICLE 6
MAINTENANCE AND REPAIRS

6.01 Repairs by Landlord. During the Term of the Lease, and subject to the terms of subsection 6.02, hereinbelow, Landlord shall at its expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation, exterior walls, electricity, fixtures, parking lot, and common areas. Landlord agrees to make all repairs that become necessary by reason of fire, acts of war, insurrection or riot, earthquake or other elements, including damage by termites, fungus growth or dry rot; provided that, in the event that any such damage has substantially destroyed the Premises so as to render their restoration uneconomic, the Landlord, at its option, may terminate this

Agreement and be relieved of any further obligations to Tenant hereunder. Should Landlord not elect to terminate this agreement, and instead undertake the restoration of the Premises, then it is agreed that Landlord, during the course of such restoration, shall not be in violation of its obligations to Tenant of quiet enjoyment as set out in Article 15, herein, provided that Landlord commences and prosecutes such repairs with all reasonable diligence until completion.

6.02 Landlord shall be under no obligation to inspect the Premises, and Tenant shall be responsible for notifying Landlord in writing of any needed repairs, after which Landlord will have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make such repair, or for the performance of such repair, unless due to Landlord's gross negligence or willful misconduct. Landlord shall not be liable for any loss of income or business caused by such repairs, as Tenant shall be construed to be capable of obtaining loss protection for same from its insurance carrier.

6.03 Repairs by Tenant. Tenant agrees not to suffer or commit any waste of the Premises, and to keep and to do whatever is necessary to maintain the interior of the Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Premises, except when such may be covered by Landlord's normal fire and extended coverage insurance policy(ies). Tenant shall be responsible for replacing light bulbs in the premises. Tenant shall repair damage to the Premises, if any, caused by Tenant or Tenant's employees, agents, contractors, invitees, or clients.

ARTICLE 7
INSURANCE

7.01 All Tenant property kept, stored or maintained in or on the Premises shall be so kept, stored or maintained at the sole risk of Tenant.

7.02 During the term of this Lease, Tenant shall maintain in full force and effect a General Liability policy or policies of insurance, at its sole cost and expense, with Landlord named as additional insured, in an amount of not less than $1,000,000 per occurrence. The policy or policies, or duly executed certificate(s) for same, shall be submitted to Landlord on or before Tenant's execution of the Lease. Tenant shall advise Landlord within ten (10) days of any substantive change to the policy(ies), and failure to do so shall not relieve Tenant of its obligations to Landlord, hereunder. Said policy or policies of insurance shall have an A.M. Best's rating of not less than A:VII and the issuer(s) of same shall be licensed to do business in the State of South Carolina.

7.03 During the term of this Lease, Landlord at its sole cost and expense shall maintain in full force and effect a policy or policies of insurance on the Premises, including Improvements thereon or Landlord contents thereof, providing insurance protection against risks of direct physical loss, specifically including protection against damage or destruction by fire and other casualties, excluding flood and earthquake, and vandalism insurance (formally known as "All Risk Insurance"). Said insurance shall be in the amount equal to the full replacement value of the permanent improvements thereon. Said policy or policies of insurance shall have an A.M. Best's rating of not less than A:VII and the issuer(s) of same shall be licensed to do business in the State of South Carolina.

7.04 Tenant agrees that it will not do or keep anything in or about the Premises which will contravene the Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent the Landlord from procuring such policies in companies acceptable to the Landlord, provided that the City has been informed, in writing, of any policy restrictions.

7.05 Both Tenant's and Landlord's insurance policy(ies) shall comply with all applicable State laws and regulations, and shall provide a waiver of subrogation against each, and their respective employees, officers, and/or officials.

ARTICLE 8

PAYMENT OF TAXES AND OTHER ASSESSMENTS

8.01 Landlord shall be responsible for payment of all current and future real estate taxes and assessments which shall become due and payable upon and after the Effective Date of this Lease, and that may hereafter, during the term of this Lease, be levied, assessed, charged, or imposed upon the Premises and/or the improvements which now or hereafter may be located thereon. Tenant shall compensate Landlord for taxes assessed to the Premises, if any, that arise as a consequence of Tenant's activity on the Premises.

8.02 Tenant shall, during the term of this Lease and all extensions thereof, if any, pay as same become due, all sales tax, personal property tax, occupancy tax or use tax, if any, imposed by State law or by city or county ordinance upon any property or improvements actually purchased and installed by Tenant to be used on the Premises.

Article 9
RESERVATION OF RIGHTS AND ENTRY BY LANDLORD

9.01 Landlord reserves the right to maintain a sign or signs on/at 131 Falls Street for Landlord's further purposes.

9.02 Landlord reserves the right to hold passkeys to the Premises that are to be maintained and held in a secure capacity for use only by Landlord's property manager or other party authorized by Landlord to enter Premises as set out in subsection 9.03, hereinbelow.

9.03 To the extent that same does not compromise the use of the Premises by Tenant for Tenant's reasonable purposes, Landlord shall have the right to enter the Premises at reasonable times, upon reasonable notice to Tenant, for the purpose of inspection, posting notices, or supervising any necessary repairs and/or maintenance required herein to be performed by Landlord; or without notice to Tenant, in cases of emergency when Tenant is not present.

ARTICLE 10
SIGNAGE BY TENANT

Tenant may furnish and install an identification sign displaying its name and logo in its standard colors to be displayed on a common tenant sign located on/at 131 Falls Street, if any exists; and/or on the door of the Premises.

ARTICLE 11
NOTICE OF ACCIDENT, INJURY, AND/OR DESTRUCTION

Tenant shall promptly notify Landlord of any accident, injury, damage, destruction, and/or occurrence affecting the Premises, or occurring on the Premises.

ARTICLE 12
DEFAULT BY TENANT

12.01 This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and obligations by it to be performed as herein set forth. Tenant shall be in default of its obligations, herein, in the event that any of the following shall occur, to wit: (a) any installment of Rent, late fees, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for a period of ten (10) days after and following demand therefore; or (b) Tenant shall file a petition for bankruptcy or be adjudicated as bankrupt, or file a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other governmental statute, law or regulation, or make an assignment for the benefit of creditors; or (c) any trustee, receiver or liquidator shall be appointed for Tenant for all or any substantial portion of its properties in any action, suit or proceeding by or against Tenant, and such proceeding or action shall not have been dismissed within sixty (60) days after such appointment; or (d) the leasehold estate hereby created shall be taken on execution or by process of law; or Tenant shall admit in writing its inability to pay its obligations generally as they become due; or (f) Tenant shall vacate or abandon the Premises for a period of thirty days; or (g) there be any default on the part of the Tenant in the observance or performance of any of the other covenants, obligations, or conditions of this Lease on the part of the Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant, unless such default cannot be reasonably cured within fifteen (15) days and Tenant shall have commenced to cure said default within said (15) days and continues to diligently pursue the curing of same.

12.02 In the event of default by Tenant, hereunder, Landlord, at its option, may terminate this Lease by written notice to Tenant and re-enter upon the Premises and take possession thereof with full right to sue for and collect any and all sums or amounts with respect to which Tenant may then be in default and accrued prior to such termination, including damages owing to Landlord by reason of breach or default on the part of the Tenant; or, Landlord may, at its option and upon written notice to Tenant, elect not to terminate this Lease but none-the-less enter in and retake possession of the Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and Tenant shall not be deemed to be absolved or discharged from any of its obligations and liabilities hereunder for the remainder of the term of this Lease, but shall continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained; or Landlord may, at its option, bring suit for the collection of rents and damages owing by Tenant to Landlord hereunder without the necessity of entering into possession of the Premises or voiding this Lease.

12.03 Notwithstanding anything herein to the contrary, Tenant shall remain liable for all damages accruing to Tenant prior to the termination of this Lease, for any cause.

ARTICLE 13
DEFAULT BY LANDLORD

If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give Landlord written notice of its intention to terminate this Lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30^{th}) day after receipt of such notice unless (a) such default can be cured within thirty days after receipt of such notice, and Landlord takes the necessary steps to cure such default or (b) if the default is incapable of being cured within thirty (30) days, but Landlord commences the effort to cure such default within thirty (30) days of receipt of such notice and continues to diligently pursue the cure of same thereafter.

ARTICLE 14
CONDEMNATION

14.01 In the event any part of the Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Premises is not reasonably suited for its use and occupation, Tenant may, by giving written notice to Landlord within sixty (60) days after such taking or condemnation, terminate this Lease as of a date to be set forth in said notice, not earlier than thirty (30) days after such notice, and be relieved of all further obligations hereunder.

14.02 Upon such termination, Landlord shall refund any unearned rent paid in advance by Tenant.

14.03 In the event of the termination of the Lease by Tenant as the result of an eminent domain taking as set out hereinabove, Tenant shall have the right to pursue against the condemner or taking authority any claims which Tenant has for the value of any improvements made by Tenant to the Premises and not belonging to Landlord, if any, and the entire compensation for same, if any, shall be that received and owned by Tenant in the condemnation proceeding.

14.04 If Tenant does not terminate this Lease as provided above, the Lease will remain in full force and effect.

ARTICLE 15

COVENANT OF QUIET ENJOYMENT

15.01 Landlord covenant and agrees that Tenant, keeping and performing the terms and conditions required of Tenant, hereunder, shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises according to the terms of this Lease.

15.02 Notwithstanding the foregoing, Landlord does not warrant that the Premises are, or shall be, completely suitable for Tenant's purposes now, or at any time in the future.

ARTICLE 16
ASSIGNMENT AND SUBLETTING

16.01 Neither this Lease, nor any interest therein, shall be assigned or sublet by Tenant without the express, written consent of Landlord, which consent shall not be unreasonably withheld.

16.02 Should this Lease, or any interest therein, be transferred involuntarily by operation of law, then Landlord, at its option, may terminate this Lease and be relieved of all obligations hereunder not incurred prior to said termination.

16.03 Landlord shall have the right to assign this lease.

ARTICLE 17
NOTICES

All notices required hereunder shall be in writing and shall be deemed to have been duly given if either hand delivered or mailed by certified or registered mail, postage prepaid, addressed to the party to whom intended at the address provided below or at such other address as such party shall hereinafter designate to the other party in writing:

Landlord: 131 Falls Street, LLC
Attn: Manager
284 Oil Camp Creek Road
Greenville, SC 29661

Tenant: City of Greenville
Attn: Parks and Recreation Business Administrator
PO Box 2207
Greenville SC 29602

Any notice so mailed shall be deemed to have been given and received by the party to whom addressed on the third (3rd) day after the date said notice was properly deposited in the mail.

ARTICLE 18
TERMINATION

18.01 Tenant may terminate this Lease upon one hundred eighty (180) calendar day's written notice to Landlord and be relieved of all obligations not incurred prior to said termination if Greenville City Council fails to approve funding necessary to support the terms of this Lease for any year of the Lease.

18.02 Landlord may terminate this Lease upon default by Tenant, and failure of Tenant to cure said default, according to the terms as more particularly set out in Article 12, hereinabove.

18.03 Termination of this Lease shall not relieve either party of any obligation incurred, one to the other, prior to said termination.

ARTICLE 19
SEVERABILITY

If any part or provision of this Lease is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Lease.

ARTICLE 20
NONWAIVER

The waiver by Landlord or Tenant of a breach of this Lease shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Lease shall be construed to be a waiver of the breach.

ARTICLE 21
LEASING REPRESENTATIVES

Tenant represents and warrants that it has not dealt with or used the services of any broker or other person claiming a commission hereunder. Avison Young represents the Landlord, who are entitled the broker's fee to be paid by Landlord to its agent, pursuant to a separate agreement.

ARTICLE 22
CAPTIONS AND HEADINGS

The captions and headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

ARTICLE 23
ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties hereto and may not be modified or amended except in writing signed by both parties hereto. In the case of any conflict between the terms and conditions of this Lease and the terms of any other agreement between the parties hereto, the terms of this Lease shall control.

ARTICLE 24
COMPLIANCE WITH LAWS

The parties hereto shall each comply with all applicable federal, state, county and city laws and ordinances in the performance of their respective obligations hereunder.

ARTICLE 25
GOVERNING LAW AND VENUE

The rights, obligations, and remedies of the parties hereto shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, and venue for the resolution of all disputes regarding the terms of this Lease or the performance thereunder, whether in law or in equity, shall be exclusively in the courts of Greenville County, South Carolina.

ARTICLE 26
SUCCESSORS AND ASSIGNS

The rights and obligations herein shall inure to and be binding upon the heirs, successors, and assigns of the parties hereto.

ON BEHALF OF THE PARTIS HERETO, the duly authorized representatives of the parties have entered into this Lease as of date first set out hereinabove.

131 FALLS STREET, LLC

By: ________________________________

Title: ______________________________

CITY OF GREENVILLE, SOUTH CAROLINA

By: ________________________________
John F. McDonough
City Manager

Approved as to Form:

____
Legal Department

Reviewed:

____
Interim Parks and Recreation Director

Reviewed:

____
OMB Director

Reviewed:

____
Risk Manager

Received:

____
Purchasing Administrator

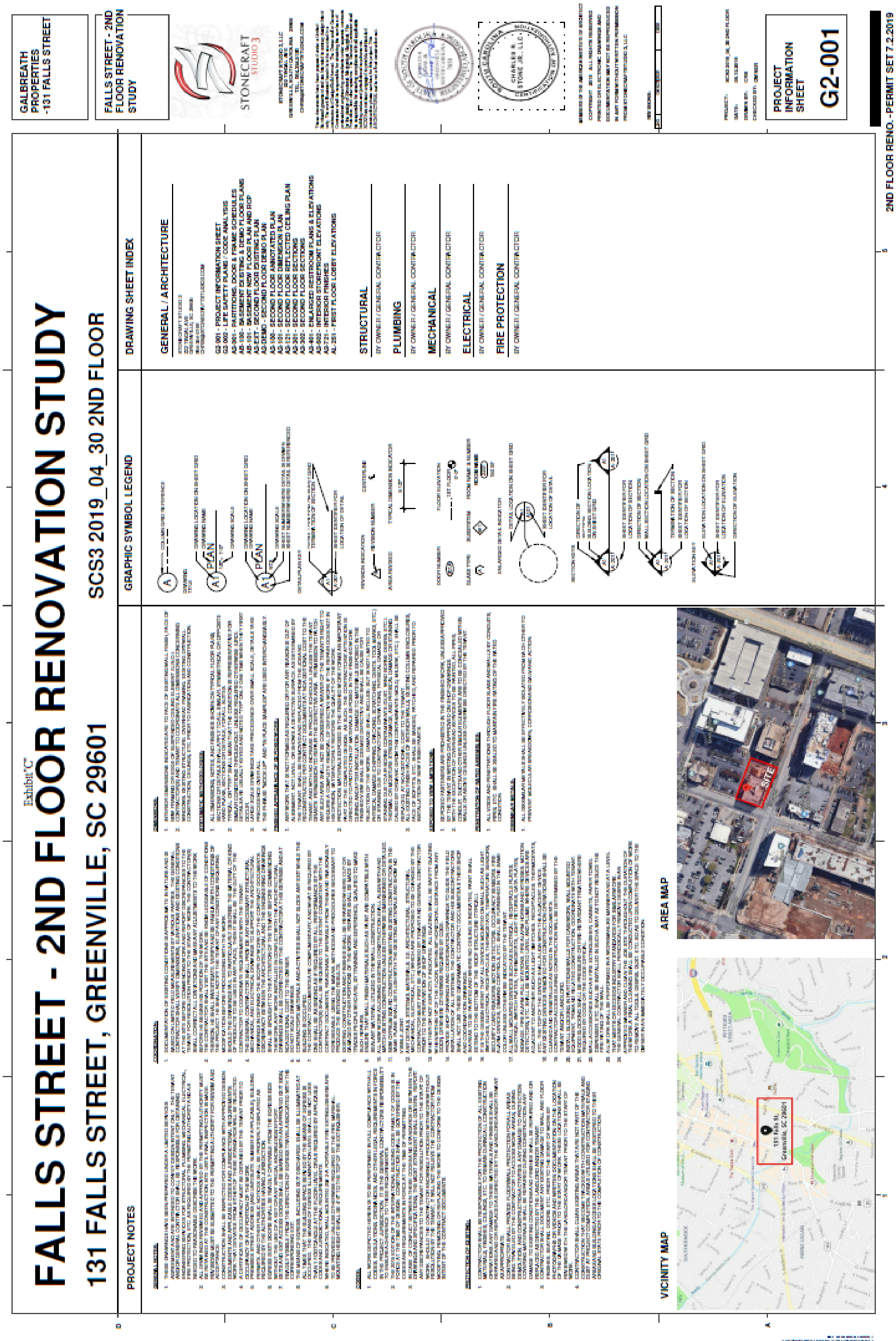
Exhibit A

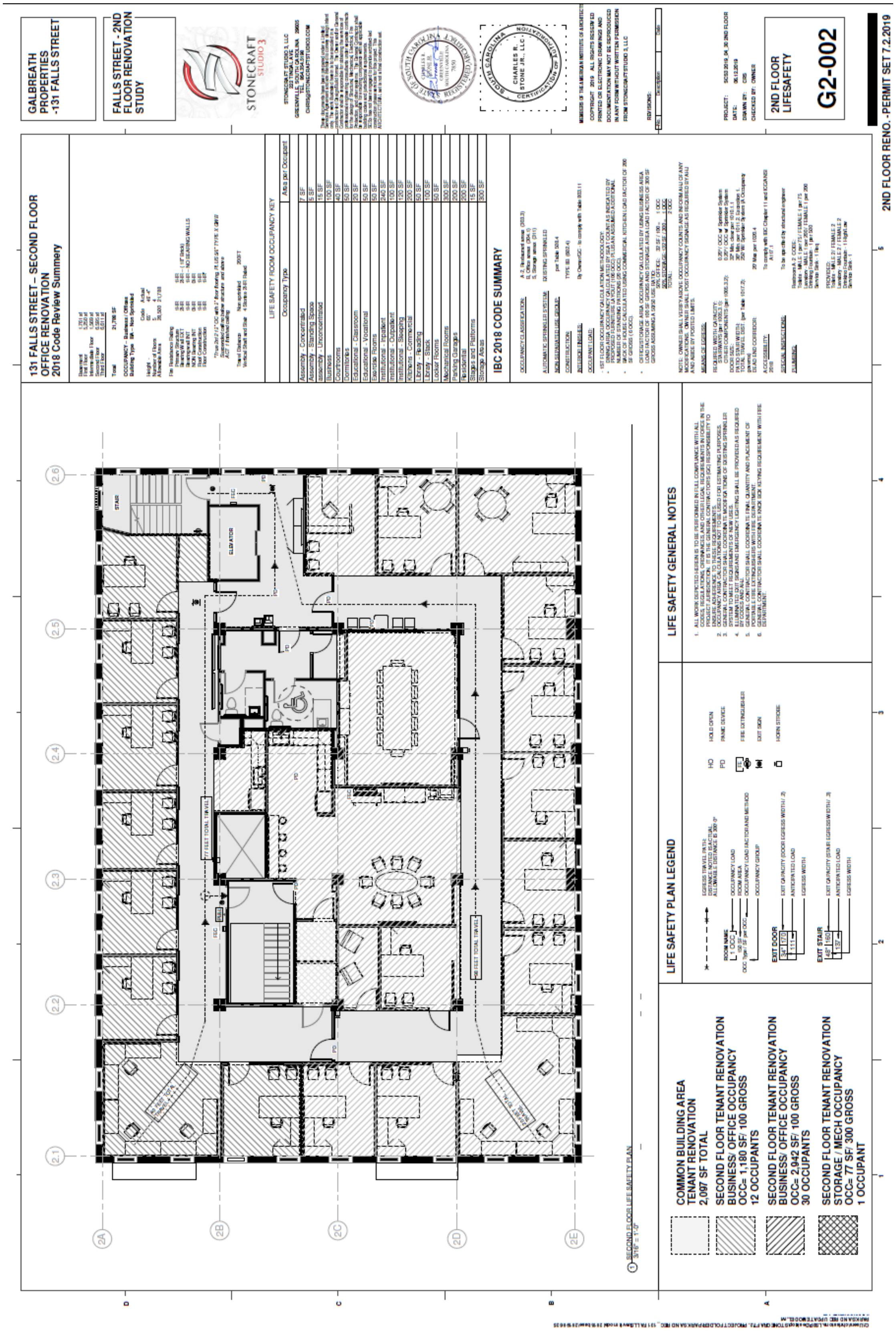

Exhibit "A"
city of greenville
Legend
Parcels with Ownership
City of Greenville Limits
2019 Aerial Photography
Notes
301 Falls Street
1: 600
116
301
303
307
300
32
320
This map is user generated from the City of Greenville's MapIT 2.0 intranet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable and should be appropriately used with caution. Contact the GIS Division for all questions pertaining to the MapIT 2.0 program and data.
100
0
50
100 Feet
NAD_1983_HARN_StatePlane_South_Carolina_FIPS_3900_Feet_Intl
© City of Greenville, SC Date Created: 7/8/2019

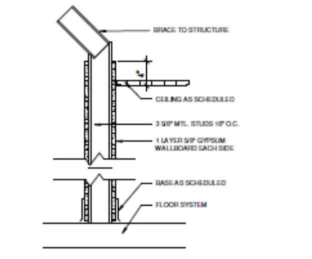
Exhibit B


GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
2ND FLOOR TENANT SF
A2-403
2ND FLOOR RENO. - PERMIT SET 7.22.2019

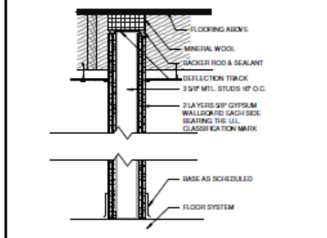
Exhibit C


FALLS STREET - 2ND FLOOR RENOVATION STUDY
131 FALLS STREET, GREENVILLE, SC 29601
SCS3 2019_04_30 2ND FLOOR
PROJECT NOTES
GRAPHIC SYMBOL LEGEND
DRAWING SHEET INDEX
GENERAL / ARCHITECTURE
STRUCTURAL
PLUMBING
MECHANICAL
ELECTRICAL
FIRE PROTECTION
VICINITY MAP
AREA MAP
SITE
GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT
STUDIO 3
PROJECT INFORMATION SHEET
G2-001
2ND FLOOR RENO. - PERMIT SET 7.2.2019

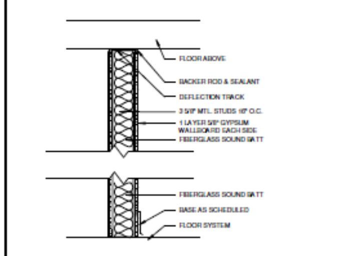

GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
131 FALLS STREET – SECOND FLOOR OFFICE RENOVATION
2018 Code Review Summary
LIFE SAFETY ROOM OCCUPANCY KEY
IBC 2018 CODE SUMMARY
LIFE SAFETY GENERAL NOTES
LIFE SAFETY PLAN LEGEND
COMMON BUILDING AREA TENANT RENOVATION 2,097 SF TOTAL
SECOND FLOOR TENANT RENOVATION BUSINESS/ OFFICE OCCUPANCY OCC= 1,180 SF/ 100 GROSS 12 OCCUPANTS
SECOND FLOOR TENANT RENOVATION BUSINESS/ OFFICE OCCUPANCY OCC= 2,942 SF/ 100 GROSS 30 OCCUPANTS
SECOND FLOOR TENANT RENOVATION STORAGE / MECH OCCUPANCY OCC= 77 SF/ 300 GROSS 1 OCCUPANT
SECOND FLOOR LIFE SAFETY PLAN
2ND FLOOR LIFESAFETY
G2-002
2ND FLOOR RENO.-PERMIT SET 7.2.2019



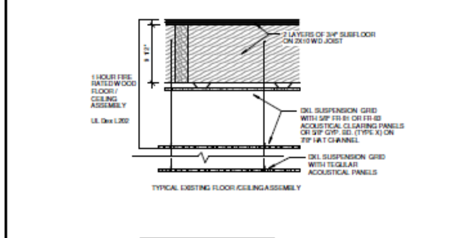
A3N0	FIRE RATING	UL TEST NO.	STC RATING - N/A
	N/A	N/A	N/A



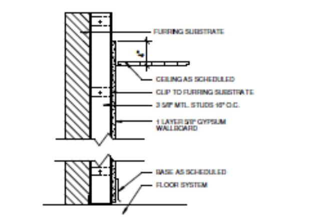
A3N2	FIRE RATING	UL TEST NO.	STC RATING - N/A
	2 HOUR	U411	N/A



A3SX	FIRE RATING	UL TEST NO.	STC RATING - N/A
	N/A	N/A	N/A



W10N1	FIRE RATING	UL TEST NO.	STC RATING - N/A
	1 HR	L202	N/A

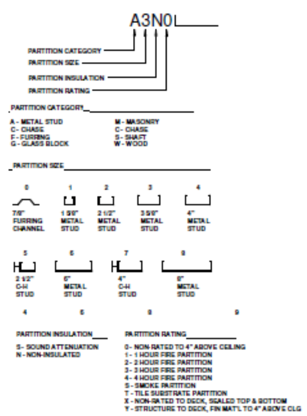


F3N0	FIRE RATING	UL TEST NO.	STC RATING - N/A
	N/A	N/A	N/A

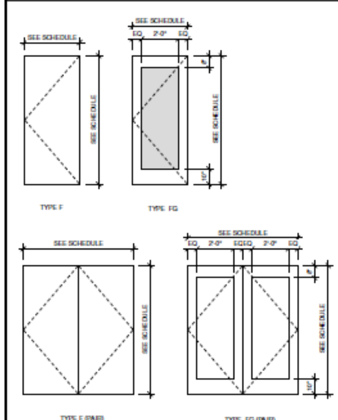
PARTITION LEGEND

1. ALL EXTERIOR WALLS TO BE EXISTING
2. ALL INTERIOR MASONRY PARTITIONS TO BE EXISTING
3. ALL INTERIOR METAL STUD PARTITIONS TO BE TYPE A3SX

- NON RATED PARTITION TO CEILING
- NON RATED PARTITION TO DECK
- 1 HR. RATED PARTITION TO DECK
- 2 HR. RATED PARTITION TO DECK



DOOR LEGEND



DOOR AND FRAME SCHEDULE - 2ND FLOOR

DOOR NUMBER	DOOR MATL	DOOR TYPE	DOOR FINISH	DOOR SIZE	Frame Material	DOOR HDWR	Level	Comments
2.02	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.03	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.04	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.05	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.06	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.07	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.08	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.10	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.11	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.12	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.14	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.15	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.16	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.17	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.18	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.19	Wood	FG	CLEAR	SF Wood	ALUM	(none)	2ND FLOOR	
2.20A	Alum	FG	ANOD.	SF Alum	ALUM	(none)	2ND FLOOR	
2.20B	Wood	F	CLEAR	36" x 84"	HM	1	2ND FLOOR	CR/PH
2.20C	Alum	FG	ANOD.	SF Alum	ALUM	(none)	2ND FLOOR	
2.20D	Wood	F	CLEAR	36" x 84"	HM	(none)	2ND FLOOR	
2.22	Wood	F	CLEAR	36" x 84"	HM	2	2ND FLOOR	RESTROOM
2.23	Wood	F	CLEAR	32" x 84"	HM	2	2ND FLOOR	JANITOR
2.24	Wood	F	CLEAR	36" x 84"	HM	2	2ND FLOOR	RESTROOM
2.25	Wood	F	CLEAR	30" x 84"	HM	2	2ND FLOOR	ELEC CLOSET
2.28	Wood	F	CLEAR	36" x 84"	HM	(none)	2ND FLOOR	
2.29	Wood	F	CLEAR	36" x 84"	HM	2	2ND FLOOR	STORAGE
2.31	Alum	FG	ANOD.	SF Alum	ALUM	(none)	2ND FLOOR	
2.43	Wood	FG		SF Wood		(none)	2ND FLOOR	
2.44	Wood	FG		SF Wood		(none)	2ND FLOOR	
ELEV	MTL	ELEVATOR	PT	84"H x 42"W	MTL	(none)	2ND FLOOR	ELEVATOR
EX01	Wood	F	PT	36" x 84"	HM	1	2ND FLOOR	CR/PH
EX02	Wood	F	PT	36" x 84"	HM	1	2ND FLOOR	CR/PH
EX03	Wood	F	PT	36" x 84"	HM	1	2ND FLOOR	CR/PH

DOOR HARDWARE SET LIST

SET	HARDWARE TYPE	LOCKSET	HINGES	CLOSER	FRAME SILENCER	KICKPLATE
1	Passage	A-Series	1 1/2 pr - BB 5 knuckle	No	Yes	No
2	Locking Office	Lockset ANSI F81	1 1/2 pr - BB 5 knuckle	No	Yes	No
3	Egress	Series 22 - Exit device	1 1/2 pr - BB 5 knuckle	Yes	Yes	No
4	Entry	Series 24 - Exit device	3 pr - BB 5 knuckle	Yes	Yes	No
5	Restroom	Push/Pull	1 1/2 pr - BB 5 knuckle	Yes	Yes	Yes
6	Storage	Lockset ANSI F86	1 1/2 pr - BB 5 knuckle	No	Yes	No

GALBREATH PROPERTIES -131 FALLS STREET

FALLS STREET - 2ND FLOOR RENOVATION STUDY

STONECRAFT STUDIO 3

STONECRAFT STUDIO 3, LLC
222 TINDAL AVE
GREENVILLE, SOUTH CAROLINA 29605
TEL 864.354.0190
CHRIS@STONECRAFTSTUDIO3.COM

CHARLES R. STONE JR., LLC

REVISIONS:

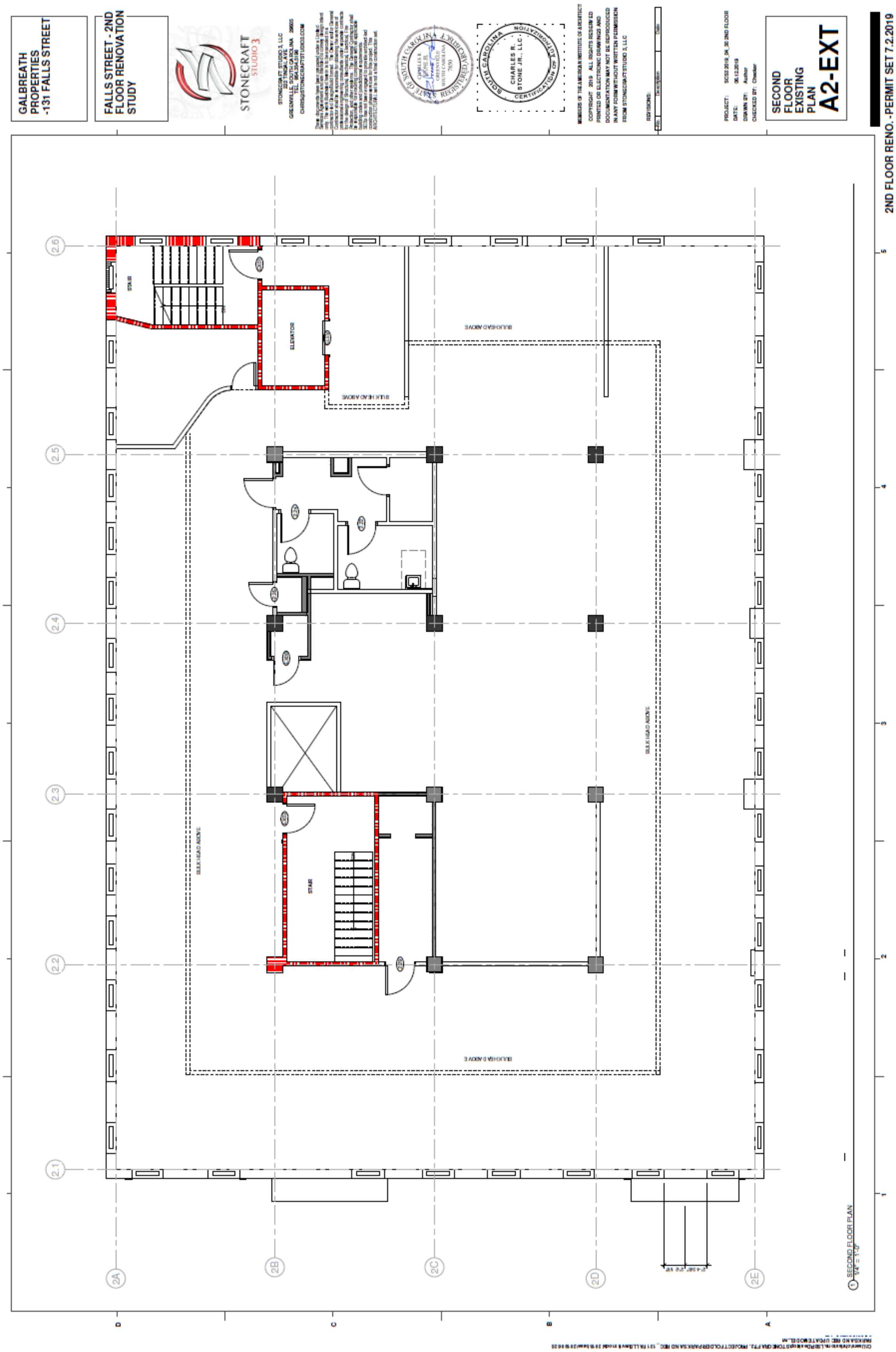
No.	Description	Date

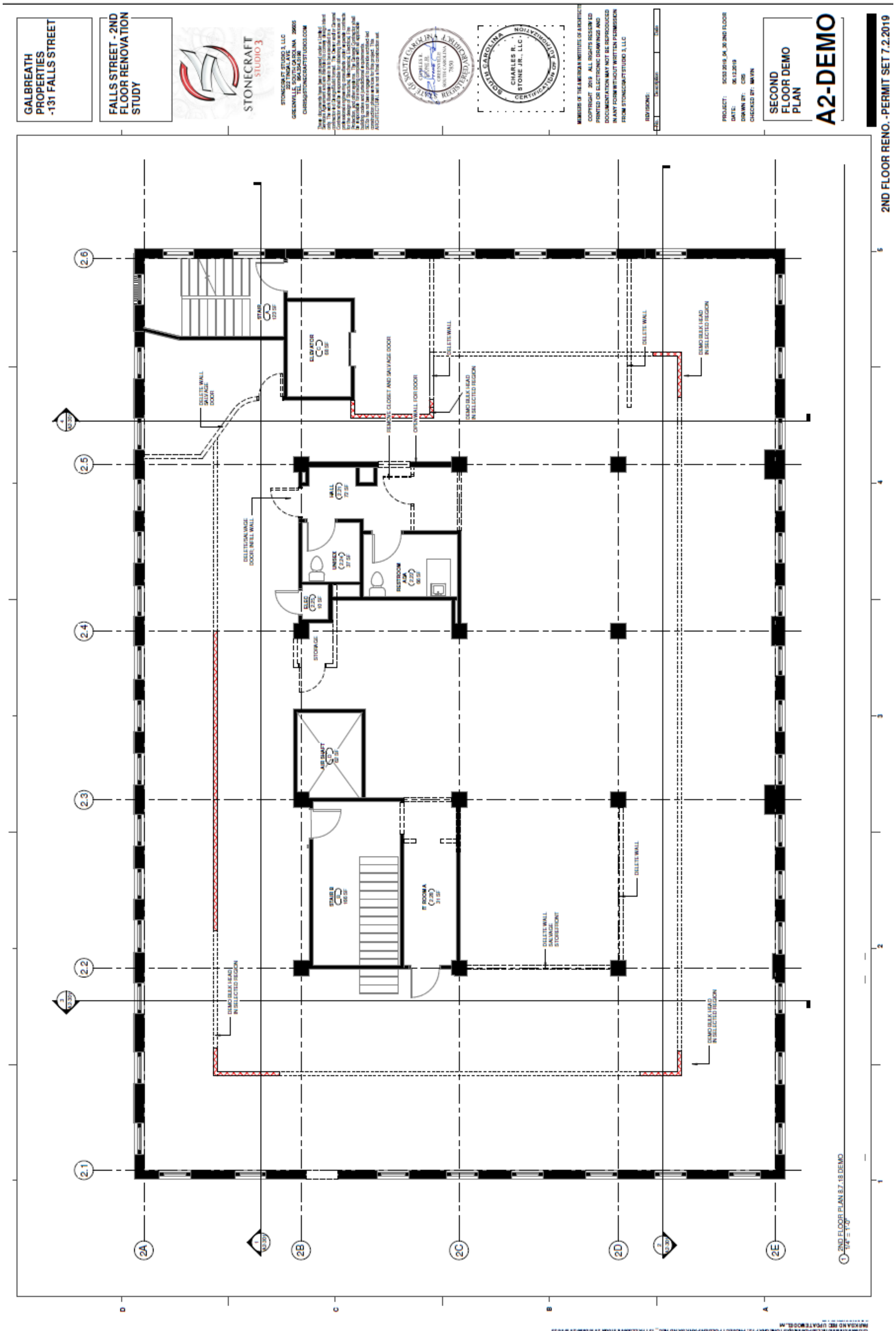
PROJECT: SCS3 2019_04_30 2ND FLOOR
DATE: 06.12.2019
DRAWN BY: CRS
CHECKED BY: CELY

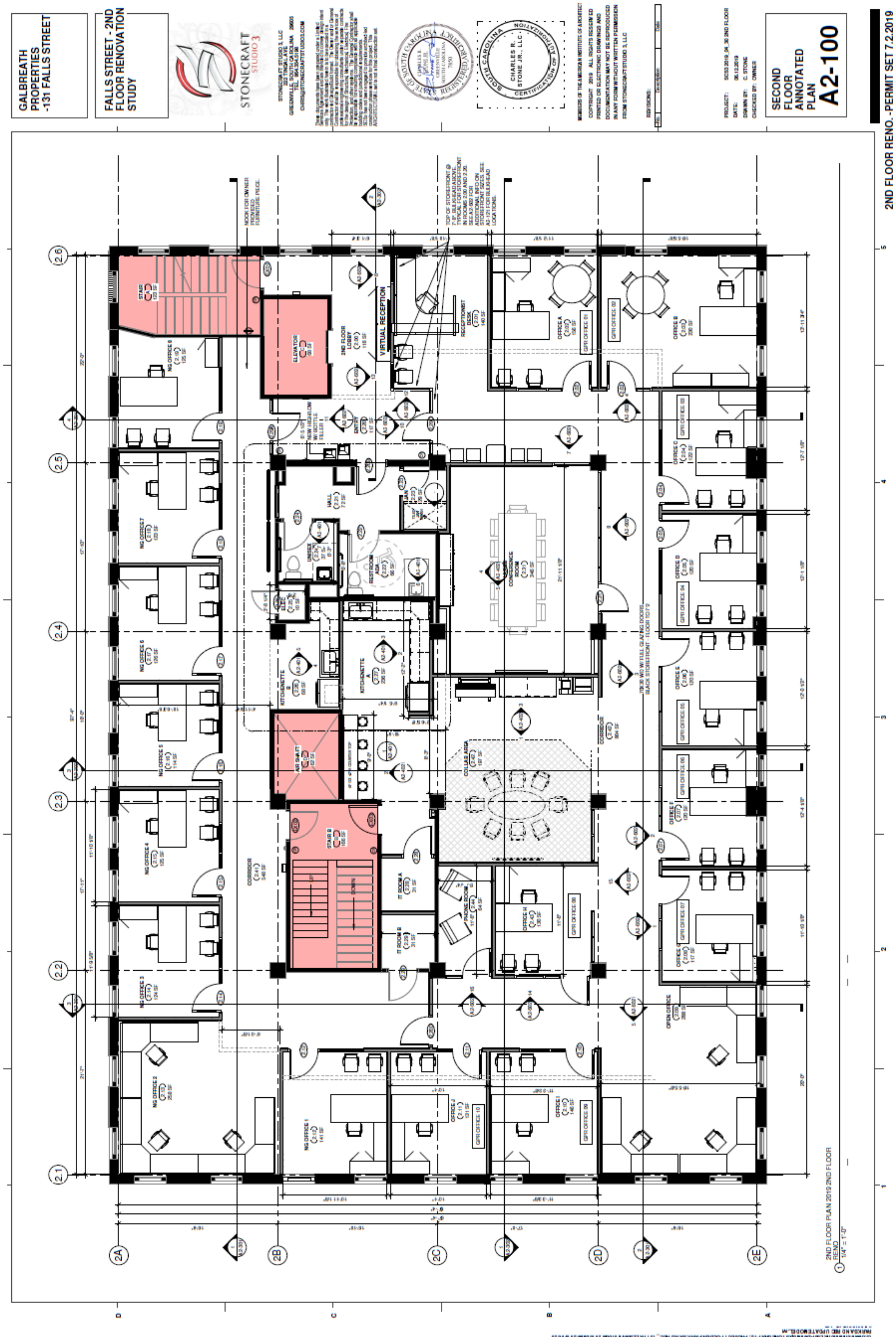
PARTITIONS, DOOR & FRAME SCHEDULES

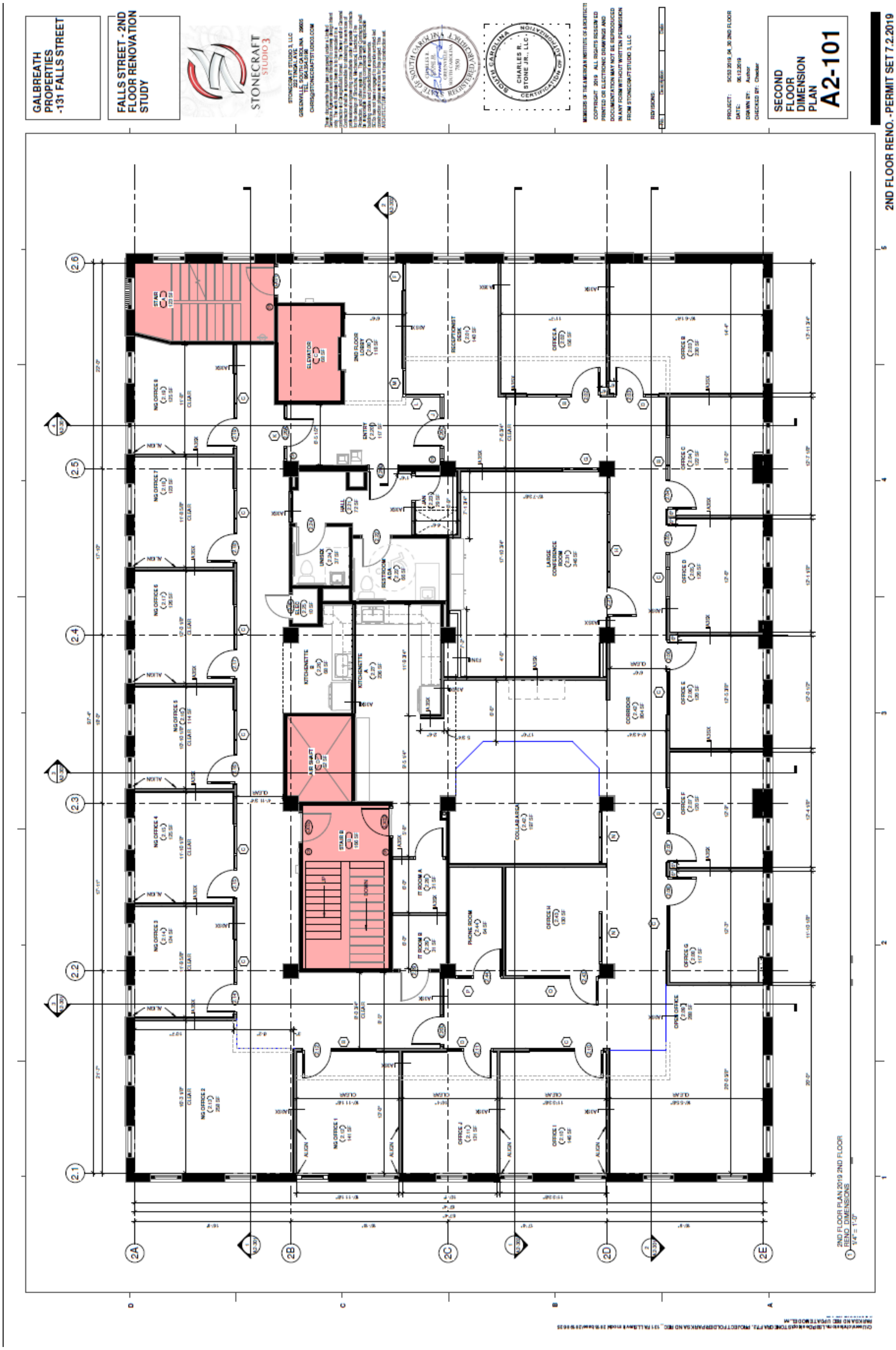
A2-001

2ND FLOOR RENO. -PERMIT SET 7.2.2019

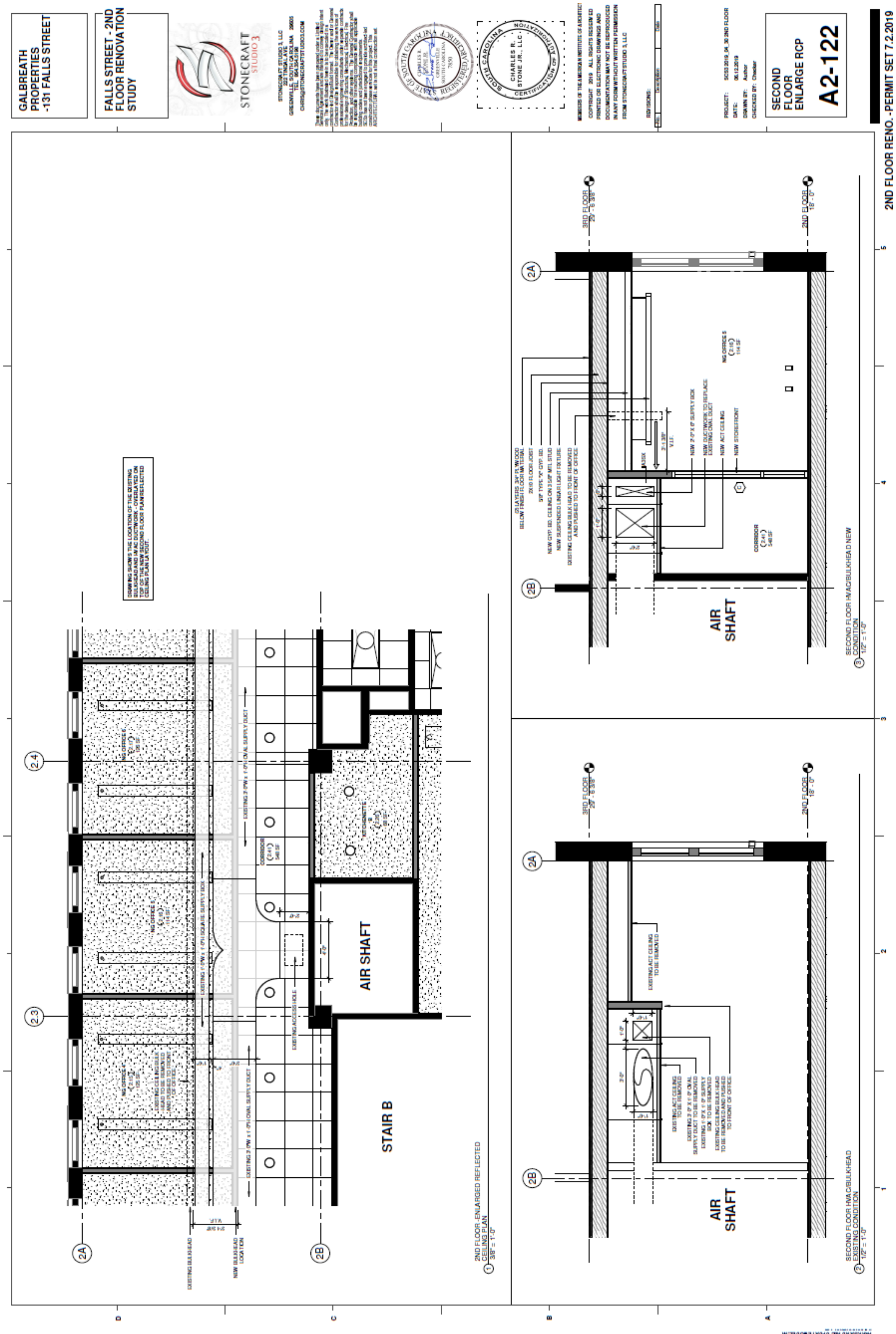

GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
SECOND FLOOR EXISTING PLAN
A2-EXT
2ND FLOOR RENO. -PERMIT SET 7.2.2019
SECOND FLOOR PLAN

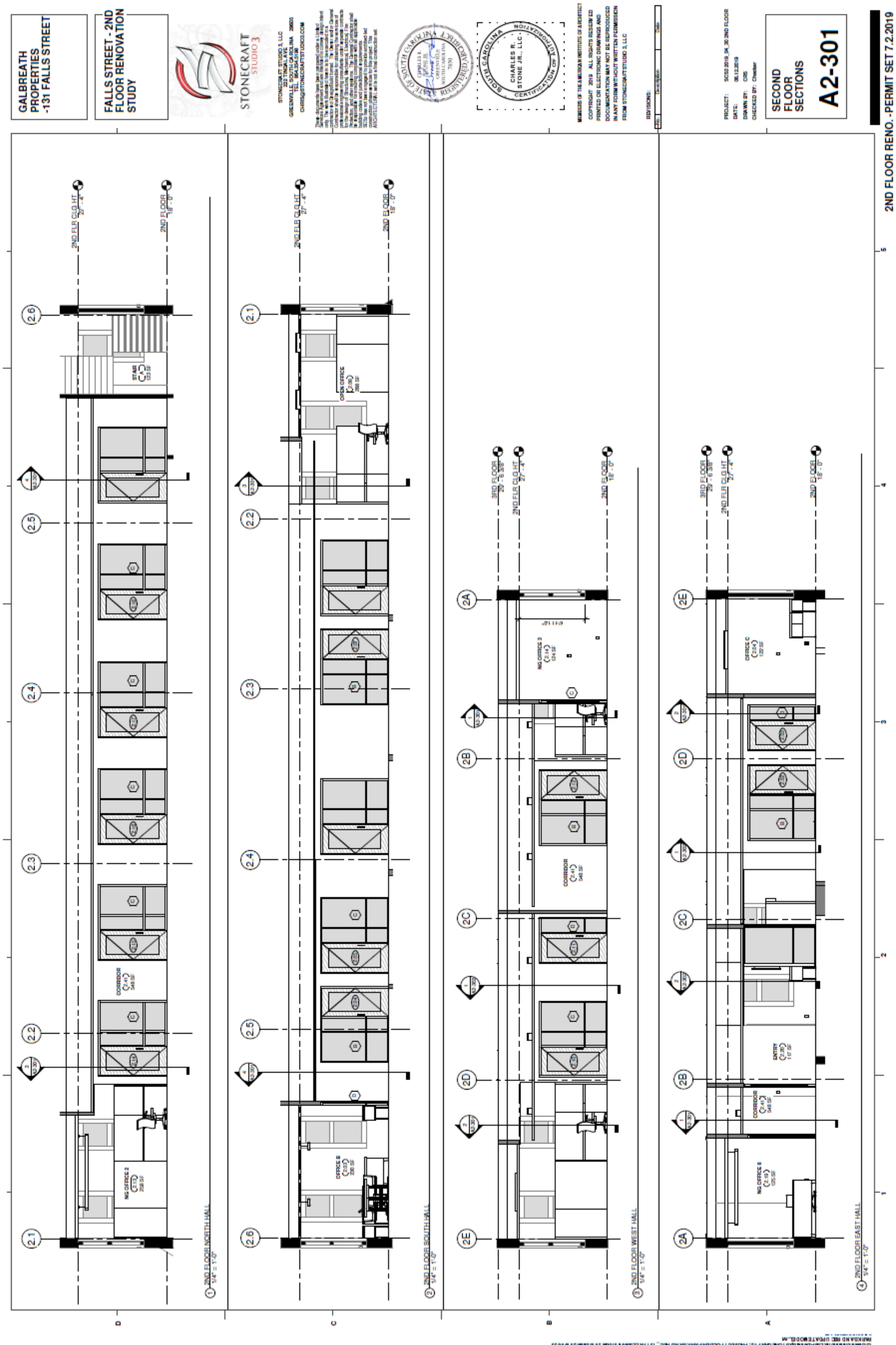

GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
SECOND FLOOR DEMO PLAN
A2-DEMO
2ND FLOOR RENO. -PERMIT SET 7.2.2019

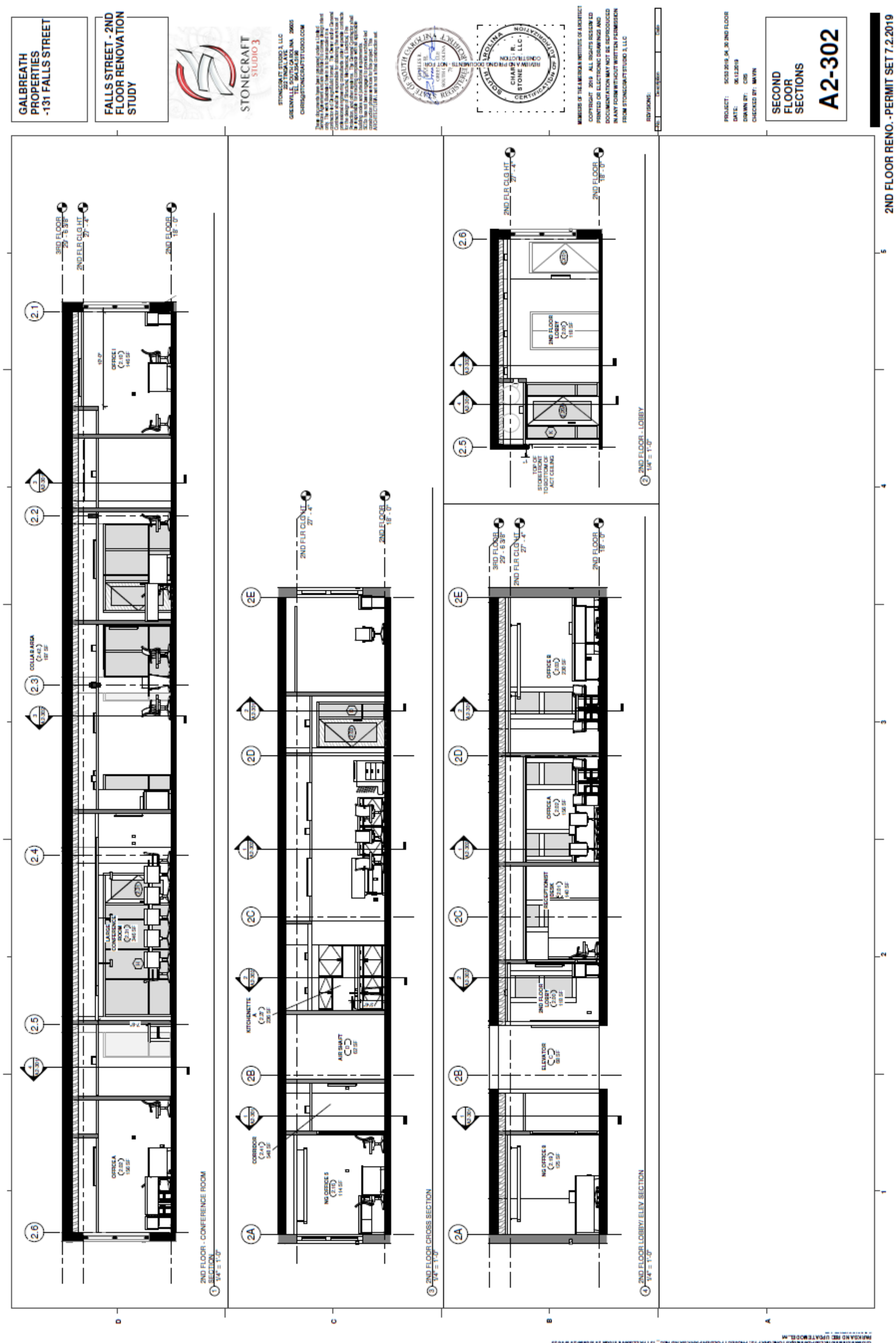

GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
SECOND FLOOR ANNOTATED PLAN
A2-100
2ND FLOOR RENO.-PERMIT SET 7.2.2019
VIRTUAL RECEPTION
2ND FLOOR PLAN 2019 2ND FLOOR RENO
1/4" = 1'-0"

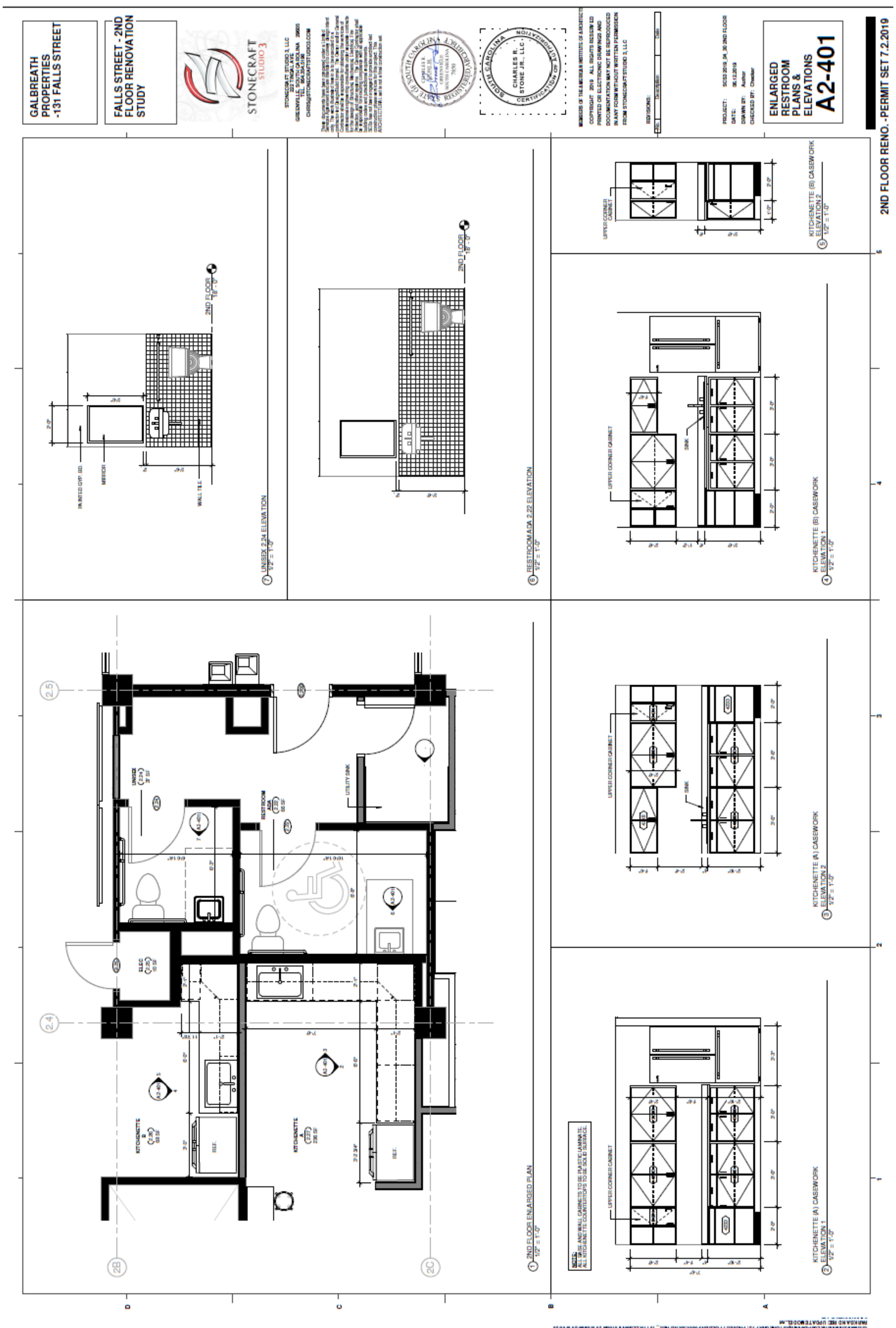

GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
SECOND FLOOR DIMENSION PLAN
A2-101
2ND FLOOR RENO. -PERMIT SET 7.2.2019

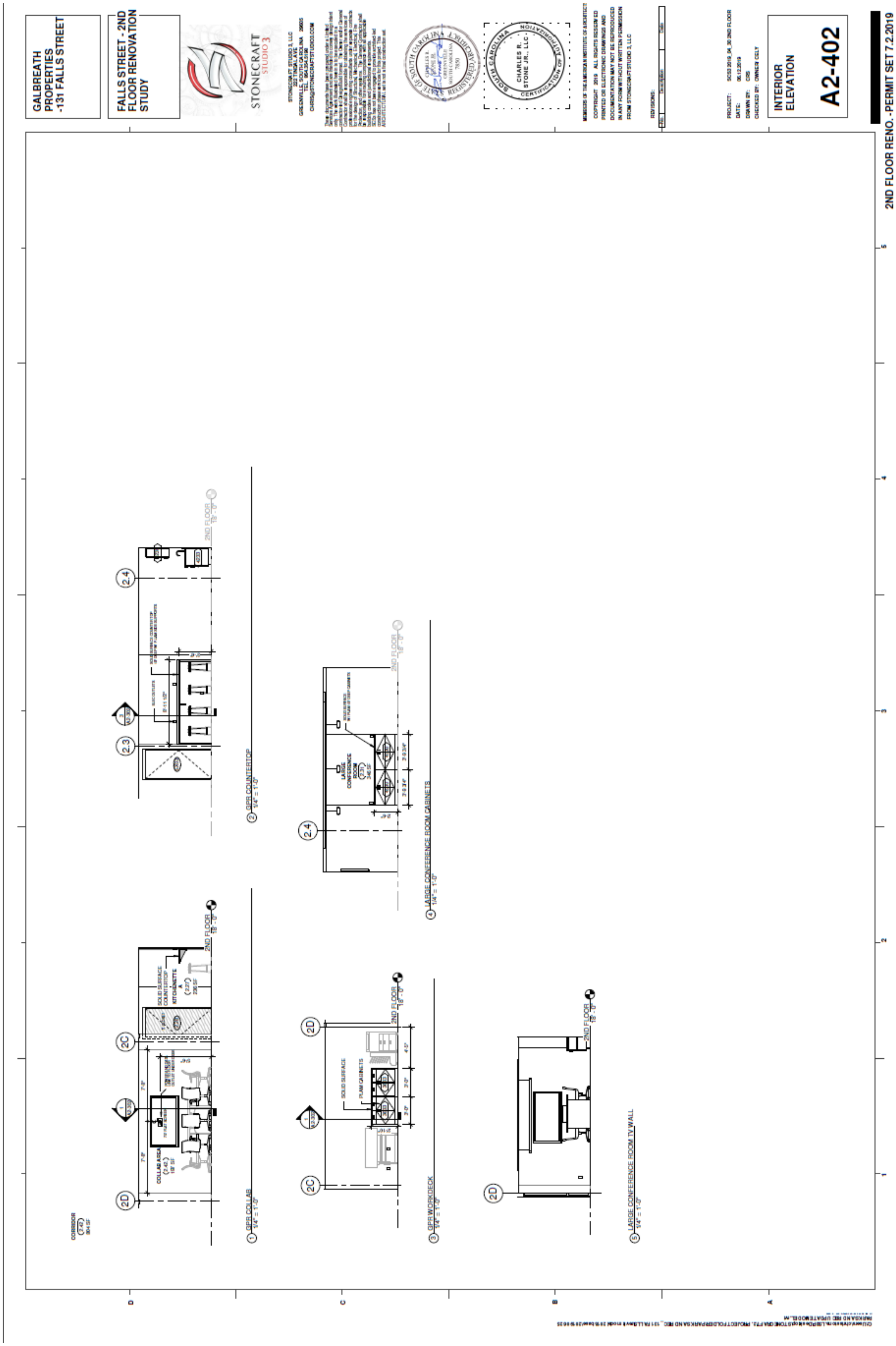

GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
SECOND FLOOR REFLECTED CEILING PLAN
A2-121
2ND FLOOR RENO. - PERMIT SET 7.2.2019
STAIR A
ELEVATOR
AIR SHAFT
STAIR B
SECOND FLOOR REFLECTED CEILING PLAN
1/4" = 1'-0"

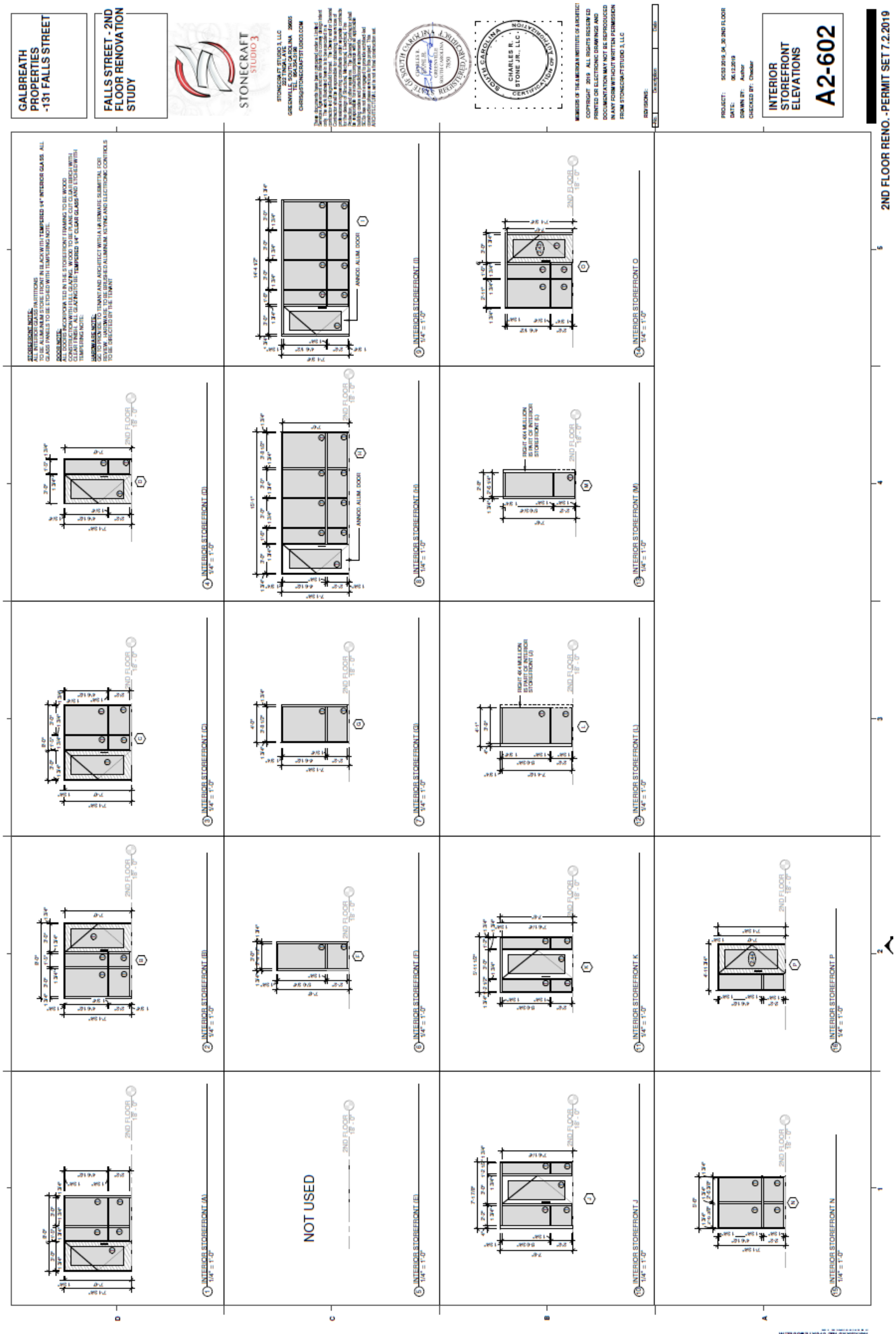

GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
SECOND FLOOR ENLARGE RCP
A2-122
2ND FLOOR RENO. - PERMIT SET 7.2.2019
AIR SHAFT
STAIR B
AIR SHAFT
AIR SHAFT

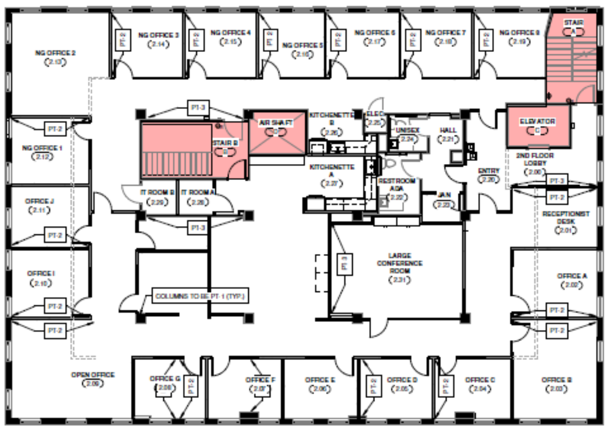

GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
SECOND FLOOR SECTIONS
A2-301
2ND FLOOR RENO. - PERMIT SET 7.2.2019
2ND FLOOR NORTH HALL
2ND FLOOR SOUTH HALL
2ND FLOOR WEST HALL
2ND FLOOR EAST HALL


GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
SECOND FLOOR SECTIONS
A2-302
2ND FLOOR RENO. - PERMIT SET 7.2.2019
2ND FLOOR - CONFERENCE ROOM SECTION
2ND FLOOR CROSS SECTION
2ND FLOOR LOBBY/ ELEV SECTION
2ND FLOOR - LOBBY


GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
ENLARGED RESTROOM PLANS & ELEVATIONS
A2-401
2ND FLOOR RENO. - PERMIT SET 7.2.2019
2ND FLOOR ENLARGED PLAN 1/2" = 1'-0"
UNISEX 2.24 ELEVATION 1/2" = 1'-0"
RESTROOM ADA 2.22 ELEVATION 1/2" = 1'-0"
KITCHENETTE (A) CASEWORK ELEVATION 1 1/2" = 1'-0"
KITCHENETTE (A) CASEWORK ELEVATION 2 1/2" = 1'-0"
KITCHENETTE (B) CASEWORK ELEVATION 1 1/2" = 1'-0"
KITCHENETTE (B) CASEWORK ELEVATION 2 1/2" = 1'-0"


GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
INTERIOR ELEVATION
A2-402
2ND FLOOR RENO. - PERMIT SET 7.2.2019
GPR COLLAB
GPR COUNTERTOP
GPR WORKDECK
LARGE CONFERENCE ROOM CABINETS
LARGE CONFERENCE ROOM TV WALL


GALBREATH PROPERTIES -131 FALLS STREET
FALLS STREET - 2ND FLOOR RENOVATION STUDY
STONECRAFT STUDIO 3
INTERIOR STOREFRONT ELEVATIONS
A2-602
2ND FLOOR RENO. - PERMIT SET 7.2.2019
NOT USED



① 2ND FLOOR PLAN 10.31.2018 2ND FLOOR TENANT A
1/8" = 1'-0"

ROOM FINISH SCHEDULE

ROOM		FLOORING		WALLS					
NUMBER	NAME	FLOOR	BASE	WALL FIN. NORTH	WALL FIN. SOUTH	WALL FIN. EAST	WALL FIN. WEST	CEILING	REMARKS
0.01	OFFICE 0	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	2 X 2 Tegular ACT	
0.02	MEETING / TRAINING	CARPET	RUBBER	PT-3	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
0.03	STORAGE	LVT	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
0.04	DATA	LVT	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
0.05	ELECTRICAL	LVT	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.00	2ND FLOOR LOBBY	LVT	RUBBER	PT-1	PT-3	PT-1		2 X 2 Tegular ACT	
2.01	RECEPTIONIST DESK	CARPET	RUBBER	PT-2	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.02	OFFICE A	CARPET	RUBBER	PT-1	PT-2	PT-1	PT-1	2 X 2 Tegular ACT	
2.03	OFFICE B	CARPET	RUBBER	PT-2	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.04	OFFICE C	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	2 X 2 Tegular ACT	
2.05	OFFICE D	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	2 X 2 Tegular ACT	
2.06	OFFICE E	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	2 X 2 Tegular ACT	
2.07	OFFICE F	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	2 X 2 Tegular ACT	
2.08	OFFICE G	CARPET	RUBBER	PT-1	PT-1	PT-2	PT-1	2 X 2 Tegular ACT	
2.09	OPEN OFFICE	CARPET	RUBBER	PT-2	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.10	OFFICE I	CARPET	RUBBER	PT-1	PT-2	PT-1	PT-1	2 X 2 Tegular ACT	
2.11	OFFICE J	CARPET	RUBBER	PT-1	PT-2	PT-1	PT-1	2 X 2 Tegular ACT	
2.12	NG OFFICE 1	CARPET	RUBBER	PT-2	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.13	NG OFFICE 2	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-1	PAINTED GYP. BD.	
2.14	NG OFFICE 3	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	PAINTED GYP. BD.	
2.15	NG OFFICE 4	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	PAINTED GYP. BD.	
2.16	NG OFFICE 5	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	PAINTED GYP. BD.	
2.17	NG OFFICE 6	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	PAINTED GYP. BD.	
2.18	NG OFFICE 7	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	PAINTED GYP. BD.	
2.19	NG OFFICE 8	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-2	PAINTED GYP. BD.	
2.20	ENTRY	LVT	RUBBER	PT-1	PT-1		PT-1	2 X 2 Tegular ACT	
2.21	HALL	LVT	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.22	RESTROOM ADA	PORCELAIN TILE		PT-1	PT-1	PT-1	PT-1/ PORCELAIN TILE	2 X 2 Tegular ACT	WET WALL TO BE PORCELAIN TILE TO 42" A.F.F.; PAINT TO CLG.
2.23	JAN	LVT	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.24	UNISEX	PORCELAIN TILE		PT-1	PT-1	PT-1	PT-1/ PORCELAIN TILE	2 X 2 Tegular ACT	WET WALL TO BE PORCELAIN TILE TO 42" A.F.F.; PAINT TO CLG.
2.25	ELEC	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-1		
2.26	KITCHENETTE B	LVT	RUBBER	PT-1	PT-1 / TILE BACKSPLASH	PT-1 / TILE BACKSPLASH	PT-1	PAINTED GYP. BD.	ALL WALLS TO BE PAINTED; TILE BACKSPLASH ABOVE COUNTERTOPS
2.27	KITCHENETTE A	LVT	RUBBER	PT-1	PT-1 / TILE BACKSPLASH	PT-1 / TILE BACKSPLASH	PT-1	PAINTED GYP. BD.	ALL WALLS TO BE PAINTED; TILE BACKSPLASH ABOVE COUNTERTOPS
2.28	IT ROOM A	LVT	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.29	IT ROOM B	LVT	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.31	LARGE CONFERENCE ROOM	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-3	2 X 2 Tegular ACT / PAINTED GYP. BD.	
2.32	STORAGE	LVT	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	
2.40	CORRIDORS	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	SEE A2-721 FOR LOCATION OF ACCENT WALLS ON 2ND FLOOR
2.41	CORRIDOR	CARPET	RUBBER	PT-1	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	SEE A2-721 FOR LOCATION OF ACCENT WALLS ON 2ND FLOOR
2.42	CORRIDOR								
2.42.	COLLAB AREA	CARPET	RUBBER	PT-3	PT-1	PT-1	PT-1	2 X 2 Tegular ACT	

GALBREATH PROPERTIES
-131 FALLS STREET

FALLS STREET - 2ND FLOOR RENOVATION STUDY

STONECRAFT STUDIO 3

STONECRAFT STUDIO 3, LLC
222 TINDAL AVE
GREENVILLE, SOUTH CAROLINA 29605
TEL. 864.354.5198
CHRIS@STONECRAFTSTUDIO3.COM

These documents have been prepared under a Limited Services Agreement and are intended to convey design intent only. The work illustrated herein is to be executed in a contractor-led Design/Build format. The Owner and/or General Contractor shall be responsible for obtaining the services of professional engineering consultants under separate contracts for the design of Structural, Mechanical, Electrical, Fire Protection, and other systems. The General Contractor shall be responsible for ensuring compliance with all applicable building codes and jurisdictional requirements. SCS3 has not been engaged to provide architect-led construction phase services for this project. This ARCHITECTURAL set is not a final construction set.

STATE OF SOUTH CAROLINA REGISTERED ARCHITECT
CHARLES R. STONE JR.
GREENVILLE SOUTH CAROLINA
7850

SOUTH CAROLINA CERTIFICATION OF AUTHORIZATION
CHARLES R. STONE JR., LLC

MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

REVISIONS:

No.	Description	Date

PROJECT: SCS3 2019_04_30 2ND FLOOR
DATE: 06.12.2019
DRAWN BY: CRS
CHECKED BY: OWNER

INTERIOR FINISHES

A2-721

2ND FLOOR RENO. - PERMIT SET 7.2.2019