City Council Agenda

Agenda Of 3-23-2020

Documents:

AGENDA OF 3-23-2020.PDF

Draft - Formal Minutes Of 3-9-2020

Documents:

DRAFT - FORMAL MINUTES OF 3-9-2020.PDF

Draft - Special Formal Minutes Of 3-13-2020

Documents:

DRAFT - SPECIAL FORMAL MINUTES OF 3-13-2020.PDF

Draft - Special Formal Minutes Of 3/18/2020

Documents:

DRAFT - SPECIAL FORMAL MINUTES OF 3-18-2020.PDF

Item 11a

Documents:

ITEM 11A - AX-1-2020 - ANNEXATION WEBB ROAD.PDF

Item 11b

Documents:

ITEM 11B - PROPERTY SALE - 159 WELBORN STREET.PDF

Item 11c

Documents:

ITEM 11C - AGREEMENT - RECIPROCAL EASEMENT WITH REWA.PDF

Item 11d

Documents:

ITEM 11D - APPROPRIATION - 38,275,836 AND 35,433,270 CONSTRUCTION

OF UNITY PARK.PDF

Item 11e

Documents:

ITEM 11E - APPROPRIATION - 160,000 POLICE FIRING RANGE FACILITIES.PDF

Item 11f

Documents:

ITEM 11F - AGREEMENT - SECOND AMENDMENT WITH GREENVILLE HOUSING FUND (AFFORDABLE HOUSING).PDF

Item 11g

Documents:

ITEM 11G - MORATORIUM - ACCEPTANCE OF APPLICATIONS IN CERTAIN AREAS ADJACENT TO UNITY PARK.PDF

Item 14a

Documents:

ITEM 14A - AX-3-2020 - ANNEXATION OF WOODRUFF ROAD - REVISED.PDF

Item 14b

Documents:

ITEM 14B - 37,000,000 THIRD SUPPLEMENTAL ORDINANCE HOSPITALITY TAX REVENUE BONDS.PDF

Item 15a

Documents:

ITEM 15A - Z-23-2019 - REZONE TO REMOVE CERTAIN PROPERTIES FROM WEST GREENVILLE NEIGHBORHOOD REVITALIZATION OVERLAY DISTRICT.PDF

Item 15b

Documents:

ITEM 15B - AGREEMENT - EASEMENT DUKE ENERGY CAROLINAS FOR UNDERGROUNDING WELBORN STREET.PDF

Item 15c

Documents:

ITEM 15C - APPROPRIATION - 2,316,169 AND 187,219 FAIRFOREST WAY REHABILITATION PROJECT.PDF

Item 16a

Documents:

ITEM 16A - EMERGENCY ORDINANCE - CORONAVIRUS - HOSPITALITY TAX AND ACCOMMODATION FEES - WAIVED PENALTIES.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

Monday, March 23, 2020 - 5:30 p.m.

CITY HALL, 206 S. MAIN STREET
NINTH FLOOR CONFERENCE ROOM

City Hall is currently closed to the public. Please use the following methods to attend the Formal Meeting:

Telephone: 1-415-655-0002
WebEx Event Number: 711 664 239

https://www.greenvillesc.gov/meeting
Password: meetnow

Facebook:
Greenville, South Carolina – Official City Government Homepage

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1.	**Call to Order**	**Mayor Knox H. White**	
2.	**Invocation**	**Councilmember Ken Gibson**	
3.	**Pledge of Allegiance**		
4.	**Roll Call**		
5.	**Approval of the Minutes**	**March 9, 2020**	**Formal Minutes**
		March 13, 2020	**Special Formal Minutes**
		March 18, 2020	**Special Formal Minutes**

6. Communications/Announcements from the Mayor and Council

7. Citizens Wishing to Address Council

Telephone: 1-415-655-0002
WebEx Event No.: 711 664 239

Website Sign-In: https://www.greenvillesc.gov/meeting
Password: meetnow

Citizens wishing to address City Council will be allowed to sign up at this point in the meeting. Mayor White will request the name, address, and item they would like to speak on. The names will be added to a Sign-In list and individuals will be acknowledged one at a time to provide public comments for no more than three (3) minutes.

8. Presentation
None

9. Public Hearing
None

10. APPOINTMENTS – Boards and Commissions

a. Planning Commission

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 annex approximately 2.795 acres of real property on Webb Road and to provide the zoning designation of S-1, Service District (Tax Map Number 0545010100101) (AX-1-2020)
(Presented by Economic Development Project Manager Kevin Howard)
(Roll Call)

b. Ordinance approving the sale of property located at 159 Welborn Street to Drew Parker, Rion Smith, and Ray Foral (Tax Map Numbers 0055000100302 and 0055000100210
(*Presented by Interim Community and Economic Development Director Ginny Stroud)*
(Roll Call)

c. Ordinance to approve a Reciprocal Easement Agreement between Renewable Water Resources and the city of Greenville for purposes of access, parking, and temporary improvements (Tax Map Numbers M014010100200 and M014010100300)
(Presented by Operations Manager Wayne Owens)
(Roll Call)

d. Ordinance to appropriate $38,275,836 in the Capital Projects Fund and $35,433,270 in the Hospitality Tax Fund for the Construction of Unity Park
(Presented by OMB Deputy Director Matt Efird)
(Roll Call)

e. Ordinance to appropriate $160,000 in the Miscellaneous Grants Fund for reimbursement from the United States Department of Justice Federal Bureau of Investigation for the upgrade and use of the police firing range facilities located on Mauldin Road
(Presented by Interim Chief Howie Thompson)
(Roll Call)

f. Ordinance to approve a second amendment to the Agreement between the City of Greenville and the Greenville Housing Fund for affordable housing initiatives and services
(Presented by Interim Community and Economic Development Director Ginny Stroud)
(Roll Call)

g. Ordinance to impose a temporary moratorium on acceptance of applications for permits, licenses, certificates of appropriateness, and other approvals for an eating establishment or brewery, or for a development which includes such use, in certain areas adjacent to Unity Park which were not rezoned as part of the adoption of the Unity Park Neighborhood District Code
(Presented by Interim Community and Economic Development Director Ginny Stroud)
(Roll Call)

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

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

REGULAR AGENDA

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

a. Ordinance to annex approximately 4.43 acres of real property on Woodruff Road and to provide the zoning designation of C-2, Commercial District, ~~RM-2, Multifamily Residential District~~ (Tax Map Numbers 0261000100601, 0261000100602, and 0261000100603) (AX-3-2020) (REVISED)
(Presented by Economic Development Project Manager Kevin Howard)
(Roll Call)

b. Ordinance: Third Supplemental Ordinance providing for the issuance and sale of not exceeding $37,000,000 City of Greenville, South Carolina Hospitality Tax Revenue Bonds, in one or more series; and other matters relating thereto
(Presented by OMB Director Kai Nelson)
(Roll Call)

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

a. Ordinance to rezone approximately 17 acres of real property located within the West End Overlay District to remove certain properties from the West Greenville Neighborhood Revitalization Overlay District (Z-23-2019)
(Interim Planning and Development Services Director Jay Graham)
(Roll Call)

b. Ordinance to approve an easement in favor of Duke Energy Carolinas, LLC for the purposes of undergrounding utilities on property located on Welborn Street (Tax Map Numbers 0055000100501, 0055000100204, 0055000100200, 0055000100301, 0055000100304, 0055000100210, 0055000100302, 0055000100212, 0055000100101, 0055000100100)
(Presented by Engineering Services Manager Dwayne Cooper)
(Roll Call)

c. Ordinance to appropriate $2,316,169 in the Miscellaneous Grants Fund and $187,219 in the Capital Projects Fund for the Fairforest Way Rehabilitation Project
(Presented by Engineering Services Manager Dwayne Cooper)
(Roll Call)

16. NEW BUSINESS –- (Emergency Ordinances – Final Reading)

a. An Emergency Ordinance to temporarily defer penalties for the late payment of local hospitality tax and local accommodations fee payments; and matters related thereto
(Presented by City Attorney Mike Pitts)
(Roll Call)

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

18. STAFF REPORTS

19. ADJOURN

MINUTES
FORMAL MEETING OF CITY COUNCIL

CITY HALL, 206 S. MAIN STREET, COUNCIL CHAMBERS
Monday, March 9, 2020 - 5:30 p.m.

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1. **CALL TO ORDER**
Mayor Knox H. White

2. **INVOCATION**
Councilmember Dorothy Dowe

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**
The following members of City Council were in attendance: Mayor Knox White, Lillian Flemming, Ken Gibson, Wil Brasington, Russell Stall, and Dorothy Dowe

Absent: John DeWorken

5. **APPROVAL OF THE MINUTES**
February 24, 2020; Approved as submitted

6. **COMMUNICATIONS / ANNOUNCEMENTS FROM THE MAYOR AND COUNCIL**
None

7. **CITIZENS WISHING TO ADDRESS COUNCIL**

Blake Nickles, 215 Trails End, spoke as Vice-Chair of the Greenville Zoo Foundation and stated the Foundation is firmly committed to its long-term support of the Zoo and recommends the Lions' Den Project move forward.

Ryan Duerk, 575 W. Washington Street, President and CEO of Miracle Hill Ministries representing the Greenville Rescue Mission, spoke in support of Item 15i. Mr. Duerk encouraged Council to consider how to value all of its citizens including those who experience homelessness as they work toward stability. Mr. Duerk asked for protection of the people who use the Rescue Mission facilities.

Charles Hardin, 467 Abby Lane, Asheboro, NC, spoke requesting a modification to Item 15b stating he represents one of the sellers and if the project does not materialize, the sellers would rather have the broader C-2 zoning district.

Charlie Heritage, 7204 W. Friendly Avenue, Greensboro, NC, spoke as the developer for Item 15b stating the original application was for C-3, but it was recommended by the Planning Commission for RM-2 zoning. Mr. Heritage said he is applying for affordable housing credits but is requesting a different zoning in the event he does not receive the credits.

Leigh Anne Patterson, 248 McDaniel Avenue, spoke as a volunteer and donor to the Greenville Zoo and stated the lions need adequate housing and care. Ms. Patterson addressed concerns about the Zoo including funding, community input, updating the strategic plan, and remaining an important topic for Council.

John Cothran, 3324 S. Highway 14, Greenville, spoke in support of Item 15a as the owner of the property to be annexed. Mr. Cothran stated he wants the zoning to remain at S-1, the same zone as when he bought the property.

Clarence Thornton, 114 Douthit Street, spoke regarding his wishes to have a holiday named for the Rev. Jesse Jackson and the lack of diversity of statues in the City.

Drew Parker, 147 Welborn Street, Suite A2, spoke in support of Item 15c and stated the journey to redevelopment of this street began five years ago in an effort to create a gathering spot for the entire community.

8. PRESENTATION

a. Mayor White recognized members of the City's Event Staff for receiving five gold and silver Pinnacle awards from the International Festivals and Events Association and recognitions by the Southeast Tourism Society's Top 20 Events.

b. Katy Smith, with the Piedmont Health Foundation, and Bryan Brown, with the Greenville Housing Fund, presented the City with a certificate acknowledging the City as the recipient of the prestigious Robert Wood Foundation National Culture of Health Prize. Council was invited to a Community Celebration on April 28 at Long Branch Baptist Church.

c. Susan McLarty, vice-chair of the Greenville Housing Authority, introduced Shawn Williams as the new Executive Director of the agency.

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

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

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

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

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

12. NEW BUSINESS – (Ordinance – First Reading)
None

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

REGULAR AGENDA

14. UNFINISHED BUSINESS – (Ordinances – Second and Final Reading)
None

15. NEW BUSINESS – (Ordinances – First Reading)

a. Ordinance to annex approximately 2.795 acres of real property on Webb Road and to provide the zoning designation of S-1, Service District (Tax Map Number 0545010100101) (AX-1-2020)
(Presented by Economic Development Project Manager Kevin Howard)

Councilmember Gibson moved, seconded by Councilmember Flemming, to approve first reading.

Mr. Howard stated the property is currently zoned S-1 in Greenville County and the applicant requested S-1, but the Planning Commission had recommended C-3, Regional Commercial District. Mr. Howard said the motion to zone it as C-3 was voted down by the Commission.

Councilmember Gibson asked why the C-3 zone was recommended, and Mr. Howard responded much of the property surrounding the Webb Road acreage is zoned C-3.

After discussion, the motion carried unanimously.

b. Ordinance to annex approximately 4.43 acres of real property on Woodruff Road and to provide the zoning designation of RM-2, Multifamily Residential District (Tax Map Numbers 0261000100601, 0261000100602, and 0261000100603) (AX-3-2020)
(Presented by Economic Development Project Manager Kevin Howard)

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

Mr. Howard stated the owner of the property requested C-3, but Planning staff had recommended RM-2 because of nearby zoning. Mr. Howard also stated the property owners wanted a more flexible zoning than RM-2 in the event the proposed work force housing component was not approved. Mr. Howard advised he discussed the zoning with Planning, the property owner, and the developer and it was suggested that everyone was comfortable with a C-2, Local Commercial District, zoning.

Councilmember Flemming asked how many units could be placed on the property under RM-2. Mr. Howard responded RM-2 is 20 units per acre as is C-2.

Councilmember Brasington asked about the drawbacks of S-1, Service District. Mr. Howard responded there is an abundance of S-1 in the area, but that particular zoning does not match up with the current and future land uses for the area.

Councilmember Stall asked Mr. Howard to confirm if he was comfortable with C-2 and, if so, why would it not be considered spot zoning. Mr. Howard responded the acreage is nearly four and a half acres, so due to the size there should not be an issue with it being spot zoning. Mr. Howard explained the differences between RM-2 and C-2.

Councilmember Flemming asked about the removal of trees from the area. Mr. Howard responded some of the trees will probably be removed, but not before a tree survey of the property is done.

Councilmember Dowe asked Mr. Howard to verify the choices in zoning available for the property and inquired about the timeline from the developer regarding when his application for affordable housing credits is approved. Mr. Heritage explained the rezoning and annexation have to be done prior to the application for the credits.

At this time, Mayor White left the meeting, and Mayor Pro Tem Flemming took over for him.

Councilmember Brasington verified Planning staff has grown comfortable with a C-2 zoning and asked about making zoning changes at this stage of the process. Mr. Howard stated this property was originally advertised to the public as a C-3 zone.

Councilmember Stall moved, seconded by Councilmember Dowe, to amend the zoning designation to C-2. The motion to amend carried unanimously.

Councilmember Brasington moved, seconded by Councilmember Dowe, to approve first reading of the Ordinance, as amended. The motion carried unanimously.

c. Ordinance approving the sale of property located at 159 Welborn Street to Drew Parker, Rion Smith, and Ray Foral (Tax Map Numbers 0055000100302 and 0055000100210
(*Presented by Interim Community and Economic Development Director Ginny Stroud)*

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

d. Ordinance to approve a Reciprocal Easement Agreement between Renewable Water Resources and the city of Greenville for purposes of access, parking, and temporary improvements (Tax Map Numbers M014010100200 and M014010100300) *(Presented by Operations Manager Wayne Owens)*

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

e. Ordinance to appropriate $38,275,836 in the Capital Projects Fund and $35,433,270 in the Hospitality Tax Fund for the Construction of Unity Park *(Presented by OMB Deputy Director Matt Efird)*

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

f. Ordinance: Third Supplemental Ordinance providing for the issuance and sale of not exceeding $37,000,000 City of Greenville, South Carolina Hospitality Tax Revenue Bonds, in one or more series; and other matters relating thereto *(Presented by OMB Director Kai Nelson)*

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

Mr. Nelson stated this action is a companion piece to Item 15e as it serves to authorize Council to issue Hospitality Tax Revenue Bonds through either public or private negotiated sale.

After discussion, the motion carried unanimously.

g. Ordinance to appropriate $160,000 in the Miscellaneous Grants Fund for reimbursement from the United States Department of Justice Federal Bureau of Investigation for the upgrade and use of the police firing range facilities located on Mauldin Road *(Presented by Interim Chief Howie Thompson)*

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

h. Ordinance to approve a second amendment to the Agreement between the City of Greenville and the Greenville Housing Fund for affordable housing initiatives and services *(Presented by Interim Community and Economic Development Director Ginny Stroud)*

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

i. Ordinance to impose a temporary moratorium on acceptance of applications for permits, licenses, certificates of appropriateness, and other approvals for an eating

establishment or brewery, or for a development which includes such use, in certain areas adjacent to Unity Park which were not rezoned as part of the adoption of the Unity Park Neighborhood District Code
(Presented by Interim Community and Economic Development Director Ginny Stroud)

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

Ms. Stroud referred to the January 13, 2020, Formal Council meeting at which time several parcels were removed from the rezoning related to Unity Park and remanded back to the Planning Commission for further study. Ms. Stroud stated recommendations regarding these parcels will be discussed again at the April 16 Planning Commission meeting. Ms. Stroud also stated the reason for the 65-day moratorium is to allow additional study for the compatibility of uses allowed under current regulations with the surrounding areas.

Councilmember Gibson asked if the Ordinance would affect Miracle Hill. Mr. Duerk recalled last year a brewery attempted to go into a property beside the Rescue Mission and, at that time, the Mission did not have a voice in what happened. Mr. Duerk added the shift in zoning gives the Rescue Mission a voice in what type of establishments are built in the immediate area.

Councilmember Dowe discussed the different codes related to the Unity Park zoning and said Council wants to make certain the area is zoned to allow public comment. Councilmember Dowe added Council is very sensitive to the Rescue Mission and its work.

Mayor Pro Tem Flemming added there is also a very small nursing home in that immediate area and Council should be sensitive to it as well.

After discussion, the motion carried unanimously.

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

a. Resolution of the Greenville City Council to adopt Fiscal Year 2021 Priorities
(Presented by City Manager John McDonough)

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

Mr. McDonough referred to a substitute Resolution which was created based off feedback recently received and read the Resolution with the additions made.

Councilmember Gibson moved, seconded by Councilmember Stall, to accept the proposed amendments to the Resolution. The motion carried unanimously.

Councilmember Brasington moved, seconded by Councilmember Dowe, to approve the Resolution, as amended. The motion carried unanimously.

b. Resolution to approve a structural encroachment permit for Windward Partners, XVI, LLC to install a canopy located on its property at 578 Perry Avenue, which will encroach into the public right of way on Perry Avenue (Tax Map Number 0120000100200)
(Presented by Engineering Services Manager Dwayne Cooper)

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

17. STAFF REPORTS

a. Small Cell Wireless Update: Assistant to the City Manager Michael Frixen provided an update on carriers approaching the City regarding the installment of 5G.

b. 2020 Census: Interim Planning and Development Services Director Jay Graham stated residents will receive an invitation for the Census beginning March 16, while the actual Census will be held April 1.

Councilmember Stall recognized and thanked Mary Duckett for her involvement in the opening of the Xanthene Norris bridge.

18. ADJOURN. There being no further business, the meeting adjourned at 6:47 p.m.

____
KNOX H. WHITE, MAYOR

____
CAMILLA G. PITMAN, MMC, Certified PLS
CITY CLERK

MEETING NOTICE POSTED AND MEDIA NOTIFIED ON MARCH 6, 2020.

MINUTES
SPECIAL FORMAL MEETING OF CITY COUNCIL

CITY HALL, 206 S. MAIN STREET
NINTH FLOOR CONFERENCE ROOM

Visual Viewing
https://www.greenvillesc.gov/meeting

Friday, March 13, 2020 - 5:30 p.m.

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1. CALL TO ORDER
Mayor Knox H. White

2. ROLL CALL
The following members of City Council were in attendance: Mayor Knox White, John DeWorken, Lillian Flemming, Ken Gibson, Wil Brasington, Russell Stall, and Dorothy Dowe

3. PRESENTATION CORONAVIRUS RESPONSE PLAN

City Manager John McDonough commented on the current Coronavirus (COVID-19) outbreak sweeping the nation and the world and introduced a presentation, as located in City Council's agenda packet, provided by Department Directors regarding proposed action plan recommendations in conducting municipal business.

Doctors from the PRISMA Healthcare System addressed the COVID-19 outbreak, encouraged the community to respond as a collective body, and offered two free virtual sites for speaking with physicians.

Parks and Recreation Director Marlie Creasey-Smith referred to closing the Greenville Zoo and the Community Centers. Councilmembers expressed their concern in halting the afterschool programs beginning Monday, March 16, while Greenville County Schools were still scheduled to be open. Department Directors and Councilmembers offered to assist in contacting the parents of the 140 children attending those programs.

Councilmember DeWorken thanked staff for its efforts in putting together the action plans and the presentations.

4. NEW BUSINESS

a. An Emergency Ordinance to temporarily suspend the normal operating procedures of City Council Meetings, to authorize the City Manager to develop and enact a plan in order to ensure continuity in the delivery of government services in light of the COVID-19 outbreak, and matters related thereto
(Presented by City Attorney Michael Pitts)

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

Councilmember Brasington asked if there needed to be further action regarding how the Boards and Commissions operate, Mr. Pitts stated the Ordinance covers that concern.

Councilmember Dowe asked if the Planning Commission scheduled for March 19 needed to be canceled. Mr. Pitts responded there are applications which require a public hearing by a date certain.

Mayor White asked if the March 23 meeting is still scheduled, and Mr. McDonough responded it is, adding there are plans for the IT Department to provide public access to view and call into the meeting.

After discussion, the motion carried unanimously.

5. ADJOURN.

There being no further business, the meeting adjourned at 5:15 p.m.

KNOX H. WHITE, MAYOR

LORI O. SONDOV, CMC
DEPUTY CITY CLERK

MEETING NOTICE POSTED AND MEDIA NOTIFIED ON MARCH 12, 2020, AT 3:55 P.M.

MINUTES
SPECIAL FORMAL MEETING OF CITY COUNCIL

CITY HALL, 206 S. MAIN STREET
NINTH FLOOR CONFERENCE ROOM

Visual Viewing
https://www.greenvillesc.gov/meeting

Facebook:
Greenville, South Carolina – Official City Government Homepage

Wednesday, March 18, 2020 - 3:00 p.m.

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1. CALL TO ORDER
Mayor Knox H. White

2. ROLL CALL
The following members of City Council were in attendance: Mayor Knox White, John DeWorken, Lillian Flemming, Ken Gibson, Wil Brasington, Russell Stall, and Dorothy Dowe

3. PRESENTATION CORONAVIRUS RESPONSE PLAN UPDATE

City Manager John McDonough provided an update on the City's response to the Coronavirus (COVID-19) outbreak, as provided in a presentation located in Council's Agenda packet, and shared details regarding the proposed Ordinance before Council.

Mr. McDonough introduced Dr. Eric Ossmann with Prisma Health who provided an update regarding the COVID-19 in South Carolina. Dr. Ossmann stated there have been 47 cases reported in South Carolina so far and the next two weeks will be a critical time regarding the number of cases that develop in South Carolina. Dr. Ossmann recommended continuing the aggressive social distancing process and commented on the virtual visits and evaluation lines at the hospital.

Councilmember Dowe asked how the virtual MD system is holding up to volume. Dr. Ossmann responded the number of calls coming into the virtual platform has increased from approximately 500 to 7,500 and advised the first class of providers was trained today to expand and handle the surge.

Mr. McDonough provided information on how other local and state governments are responding to states of emergency. Mr. McDonough referred to Mayor White's Proclamation issued on March 17, 2020, and to the measures taken within the municipal organization since Friday, March 13, 2020, reducing the number of employees physically working in the facilities and allowing for telecommuting of city employees by telephone and emails.

Councilmember Gibson asked what is being done to assist city employees in easing the financial burden. Mr. McDonough responded that hourly employees are being paid throughout the duration of the emergency and that tasks are being distributed throughout the organization to allow for working from home.

City Attorney Mike Pitts provided information regarding Mayor White's Proclamation and Governor McMaster's Executive Order, both issued on March 17. Mr. Pitts stated in light of the Governor's Order, some amendments have been made to the proposed Agenda being presented today.

Councilmember DeWorken asked for clarification regarding the process of ordering take-out food. Mr. Pitts responded there are no specific directives to the process, however, the proposed Ordinance, as amended, will address that item.

Communications Director Beth Brotherton provided information on how the City is working to help local businesses with promoting shopping, retail and discounts through the City's webpage entitled "Connecting Our Community." Ms. Brotherton stated signage has been posted on Main Street allowing for parking spaces for takeout orders. Ms. Brotherton spoke on the City's efforts to educate and respond to public concerns.

Councilmember Dowe asked about the closing of playgrounds and parks which are shared by the City and the School District. Mr. McDonough responded he would obtain information regarding that question.

Mr. Pitts provided an overview of the proposed Ordinance, as amended. Mr. Pitts stated the Ordinance is an emergency ordinance that requires one reading, requires two-thirds vote, and will remain in place for 60 days unless Council takes action to terminate it sooner.

4. NEW BUSINESS

a. An Emergency Ordinance to temporarily restrict operations of restaurants, bars, and breweries; defer certain business license payments; suspend normal operating procedures for city boards and commissions; restrict city issued permits for gatherings of a certain size; and matters related thereto
(Roll Call)
(Presented by City Manager John McDonough)

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

Councilmember Brasington asked if there is any consideration given for restaurants with outdoor dining for less than 50 people. Mr. Pitts responded that the scenario would be prohibited under the Governor's Executive Order. Councilmember Brasington requested that Council keep that consideration in mind.

Councilmember Dowe asked how food trucks are addressed specifically and if artisan breweries are covered separately or under bars. Mr. Pitts responded that food trucks fall under the Governor's Executive Order as a retail food establishment, however, they could operate under a carry out function, but could not set up tables for congregating. Regarding artisan breweries, Mr. Pitts responded they would fall within the Governor's Executive Order and the proposed City Ordinance, whether they do or do not serve food.

Councilmember Dowe asked about event space and how it is governed. Mr. Pitts responded event locations are subject to the limitations as provided by a restaurant and they could not have a private event inside.

Councilmember Dowe asked about business license payments and asked about potential penalties and waiving fees. Mr. Pitts responded the Ordinance is written not waiving, but deferring collection.

Councilmember Dowe asked if the City is extending time for payment of H-Tax and A-Tax, similar to Charleston. Mr. Pitts responded the revenues are pledged to bonds issued and the City is currently reviewing the matter. Councilmember Dowe stated she would like to advocate for deferring payment to assist with the cash flow of a business.

Councilmember Dowe asked about the timeline for a business seeking loans, stating the loans could be a first lifeline for those businesses. Councilmember Dowe shared that she would like Council to have an appreciation for it. Mr. McDonough offered to provide an update on small business loans, the unemployment insurance process, and short term relief.

After discussion, Councilmember Gibson moved, seconded by Councilmember Stall, to approve the Ordinance as amended. The motion as amended carried unanimously.

5. ADJOURN.

There being no further business, the meeting adjourned at 3:49 p.m.

KNOX H. WHITE, MAYOR

CAMILLA G. PITMAN, MMC, Certified PLS
CITY CLERK

MEETING NOTICE POSTED AND MEDIA NOTIFIED ON MARCH 17, 2020, AT 2:57 P.M.

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: **Honorable Mayor and Members of City Council**

FROM: **John F. McDonough, City Manager**

Agenda Item No. 11a

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

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

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

IMPACT IF DENIED:

The Property will not be annexed and rezoned.

FINANCIAL IMPACT:

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

REQUIRED SIGNATURES

Department Director	DocuSigned by: Ginny Stroud FE9DC7E5A9C7477...	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director		**City Manager**	DocuSigned by: John McDonough FDC2AC15040F440...

Ordinance No. 2020-___

A N O R D I N A N C E

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

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

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

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

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

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

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

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

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

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

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT A

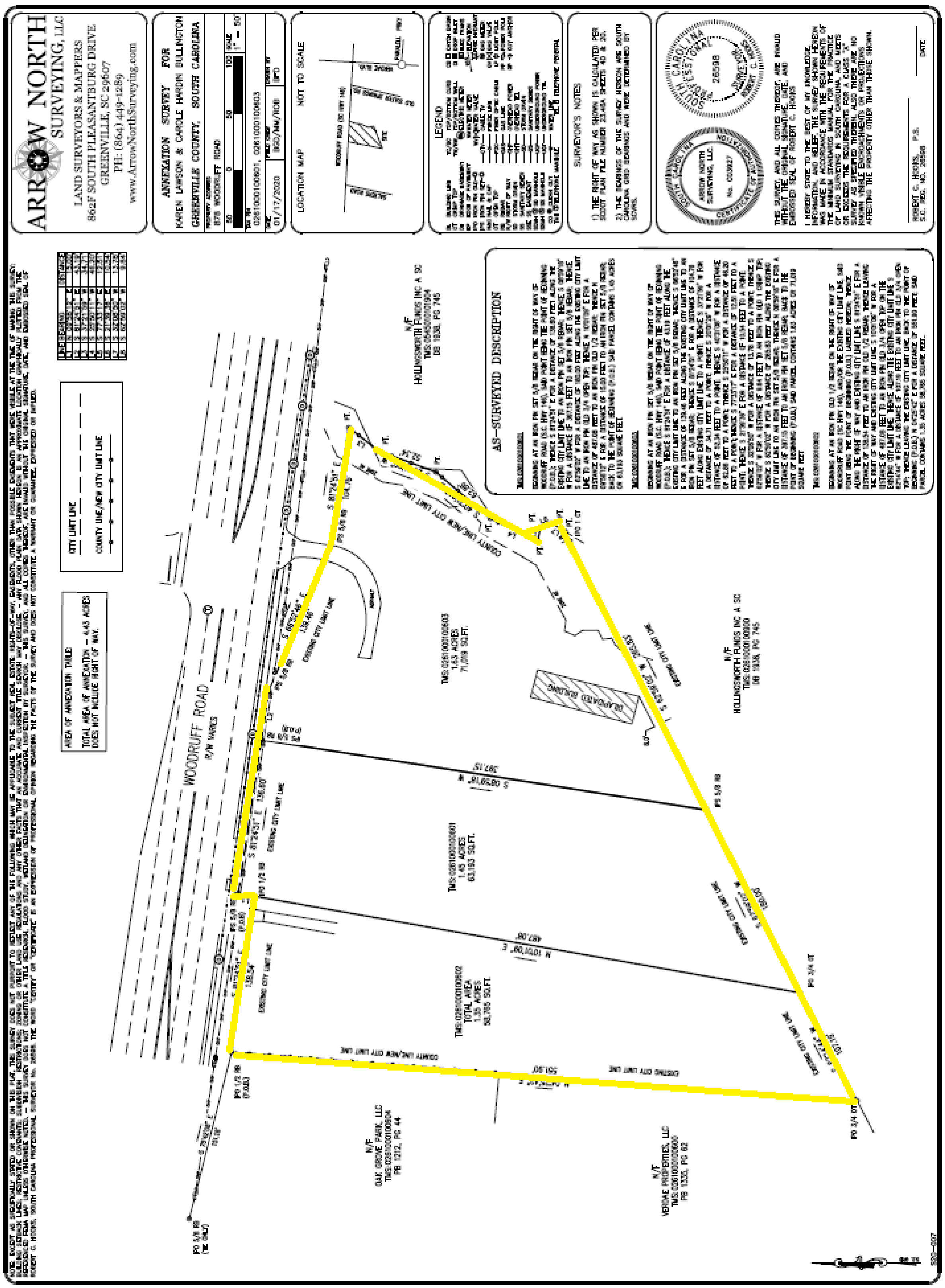

ARROW NORTH SURVEYING, LLC
LAND SURVEYORS & MAPPERS
WOODRUFF ROAD
R/W VARIES
AS-SURVEYED DESCRIPTION
LOCATION MAP
NOT TO SCALE
LEGEND
SURVEYOR'S NOTES

EXHIBIT B

AS–SURVEYED DESCRIPTION

TMS: 0261000100601

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

TMS: 0261000100603

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

TMS: 0261000100602

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

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

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: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

IMPACT IF DENIED:

The sale of property will not be approved.

FINANCIAL IMPACT:

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

REQUIRED SIGNATURES

Department Director	DocuSigned by: Ginny Stroud FE9DC7E5A9C7477...	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director		**City Manager**	DocuSigned by: John McD FDC2AC15040F440...

Ordinance No. 2020-____

A N O R D I N A N C E

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

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

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

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

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

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

ATTACHMENT 1

REAL ESTATE CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

 Buyer DP Seller MPW

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

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

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

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

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

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

Buyer DP Seller nPW

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

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

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

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

*Plan/Code NPW

(a) A copy of the most current draft of the City Park & Reedy River Redevelopment Area Community Character*~~XXX~~ and all other land use regulations which are specific to Unity Park (collectively, the "**City Development Plan**"), it being recognized that the City Development Plan is a work in progress and subject to change prior to formal adoption by City Council.;

(b) All real property and other ad valorem tax bills and utility bills for the two-year period preceding the Effective Date of Contract.

(c) Copies of all Service Agreements and Permits.

(d) Copy of any appraisals of the Property.

(e) Copies of all architectural drawings and structural reports.

(f) Copies of all REAs, cross access agreements or other documents relating to the title to Property.

(g) Copies of any existing Phase I and/or Phase II Environmental Reports plus any other environmental reports or information (collectively, the "**Environmental Reports**").

(h) Copies of all existing title insurance commitments or title insurance policies, surveys, roof, HVAC or other structural or inspection reports of any kind.

Buyer DP Seller NPW

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

(a) Seller is a governmental subdivision of the State of South Carolina.

(b) Seller has, or will have at Closing, the lawful right, power, authority and capacity to sell Property in accordance with the terms, provisions and conditions of Contract.

(c) There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against, by or affecting Seller which affect title to Property or which question the validity or enforceability of Contract or of any action taken by Seller under Contract, in any court or before any governmental authority, domestic or foreign.

(d) The execution of and entry into Contract, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under Contract and of all other acts necessary and appropriate for the full consummation of the purchase and sale of Property as contemplated by and provided for in Contract, are consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound, or the partnership agreement of Seller; and Contract, and the covenants and agreements of Seller under Contract, are the valid and binding obligations of Seller, enforceable in accordance with their terms.

(e) Provided the contingency set forth below in Section 32 is satisfied on or before the Closing Date, all necessary action will have been taken by Seller pursuant to its operational documents authorizing and approving the execution of and entry into Contract, the execution and delivery by Seller of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under Contract and of all other acts necessary and appropriate for the consummation of the purchase and sale of Property as contemplated by and provided for in Contract.

(f) Seller has good and marketable fee simple title to Property, subject only to the Permitted Exceptions.

(g) To the best of Seller's actual knowledge without investigation, Property is not subject to any deferred taxes or assessments.

(h) To the best of Seller's actual knowledge without investigation, no portion of Property is subject to any other classification, designation or preliminary determination of any agency of any federal, state or local government, or pursuant to any federal, state or local law, which would restrict the use, development, occupancy or operation of Property as it is currently being used, occupied or operated, including, without limitation any designation or classification as an archeological site, any classification or determination under the Endangered Species Act, or any designation as an historical site.

(i) To the best of Seller's actual knowledge without investigation, Property is not subject to any use, development or occupancy restrictions (except those imposed by all

Buyer DP Seller MPW

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

(j) RESERVED.

(k) RESERVED.

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

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

(n) RESERVED.

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

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

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

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

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

Buyer DP Seller nPW

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

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

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

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

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

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

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

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

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

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

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

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

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

 Buyer DP Seller MPW

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

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

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

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

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

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

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

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

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

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

Buyer DP Seller DPW

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

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

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

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

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

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

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

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

Buyer DP Seller MPW

	Greenville, SC 29601
With copy to:	Bell Carrington Price & Gregg 408 E. North Street Greenville, SC 29601
AS TO SELLER:	City of Greenville Nancy P. Whitworth, Interim City Manager 206 S. Main Street, 10th Floor Greenville, SC 29601
With copy to:	City of Greenville Michael S. Pitts, City Attorney 206 S. Main Street, 9th Floor Greenville, SC 29601

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

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

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

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

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

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

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

Buyer DP Seller npw

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

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

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

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

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

Buyer DP Seller DPu

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

(a) Seller's agreement to reinvest the proceeds from the sale into new city park which is being developed near the Property, subject to City Council's ultimate authority to appropriate funds and direct the use of the proceeds;

(b) Seller to use best efforts to support Buyer's efforts to obtain an encroachment permit and/or variance, subject to any land use approvals that must be obtained from the Planning Commission, City Council or any other public body, in order to utilize a certain area of land contiguous with the property along the river side, to be used for tables and outdoor seating;

(c) Seller to use best efforts to support Buyer's efforts to obtain a parking variance to allow offsite parking to count toward the total parking requirement per governmental codes or ordinances, subject to the Planning Commission's ultimate authority to grant such a variance;

(d) Prior to purchasing, Buyer would have the opportunity to review any new Form Based Code or zoning overlays that will affect the future use of the Property.

(e) . All redevelopment of the Property, including all uses thereon, shall conform to the City Development Plan and the restrictions set forth in the Limited Warranty Deed referenced above in Section 9(a). In the event that the City Development Plan is modified, changed or amended at some later time, any uses which are conforming to the City Development Plan prior to such modification, change or amendment would, to the extent of controlling law and in the absence of contrary action by the City Council, be treated as non-conforming uses.

(f) Buyer would have the ability to abandon the purchase and receive a refund of its Earnest Money if it determines, prior to Closing and in its sole discretion, that it does not wish to pursue redevelopment of the Property within the parameters of the City Development Plan.

(g) Buyer would be granted the right to use approximately 1 acre of land owned by the Seller (as noted on the attached map) for temporary parking, subject to reasonable requirements of the Seller governing use of said property including, but not limited to, compliance with all applicable ordinances and regulations pertaining to temporary parking lots. Use of said parking would continue until permanent parking is constructed per the City Development Plan or the Seller decides, in its sole discretion, to utilize said property for other purposes, whichever event occurs earlier.

(h) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all material terms, covenants, conditions, agreements, requirements, restrictions and provisions required by Contract to be kept, observed, performed, satisfied or complied with by Seller before, on or as of the Closing Date;

 Buyer DP Seller JPW

(i) The representations and warranties of Seller in Contract shall be true and correct, and certified by Seller to Buyer as such, on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date;

(j) Buyer shall not have terminated Contract pursuant to an express right so to terminate set forth in Contract.

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

30. RESERVED.

31. RESERVED.

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

Buyer DP Seller DPW

IN WITNESS WHEREOF, the parties hereto have executed or have caused Contract to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations under this document.

IN THE PRESENCE OF:

____
Witness

____
Witness

BUYER:

By: ______________________

Title: Representative

Date signed by Buyer: 2/12/19

IN THE PRESENCE OF:

____
Witness

____
Witness

SELLER:

By: ______________________

Title: Interim City Manager

Date signed by Seller: 2/19/19

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

Bell Carrington Price & Gregg, LLC

By: ______________________________

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

Date: ___________________

Exhibit A

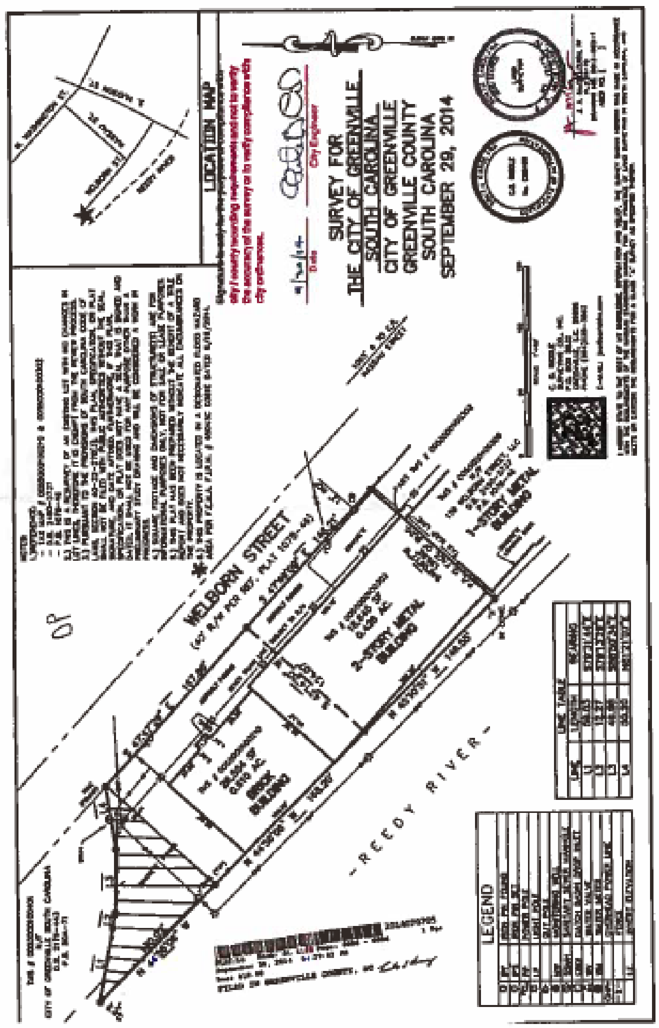

LOCATION MAP
SURVEY FOR
THE CITY OF GREENVILLE
SOUTH CAROLINA
CITY OF GREENVILLE
GREENVILLE COUNTY
SOUTH CAROLINA
SEPTEMBER 29, 2014
WELBORN STREET
REEDY RIVER
LEGEND
LINE TABLE

Exhibit A (continued)

Temporary Parking Location pursuant to Section 29(g)

OP now

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 11c

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

IMPACT IF DENIED:

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

FINANCIAL IMPACT:

None.

REQUIRED SIGNATURES

Department Director DocuSigned by: Mike Murphy B8351B3CF7524D2...

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

OMB Director ______________________

City Manager DocuSigned by: John McDonough FDC2AC15040F440...

Ordinance No. 2020-____

A N O R D I N A N C E

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

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

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

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

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

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

ATTACHMENT 1

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

RECIPROCAL EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

1. Reciprocal Easements.

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

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

2. Reservation of Rights.

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

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

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

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

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

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

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

7. Default; Remedies.

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

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

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

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

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

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

9. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

[Signatures begin on following page]

IN WITNESS WHEREOF, each of ReWa and the City has caused its authorized representatives to execute this Agreement on the day first above written.

Signed, sealed and delivered in the presence of:

ReWa:

RENEWABLE WATER RESOURCES

____
Unofficial Witness

By: _________________________
Graham W. Rich, Chief Executive Officer

____
Notary Public

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF GREENVILLE)

I, the undersigned notary public, do hereby certify that **Renewable Water Resources**, by Graham W. Rich, its Chief Executive Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____ day of ____________________________, 2019.

____
Notary Public for South Carolina
My Commission Expires: ____________
Print Name of Notary Public: ________________

[Signatures continue on following page]

	CITY:
Signed, sealed and delivered in the presence of:	**THE CITY OF GREENVILLE**
___________________________	By: ___________________________
Unofficial Witness	Name: _________________________
	Title: _________________________
___________________________	
Notary Public	

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF GREENVILLE)

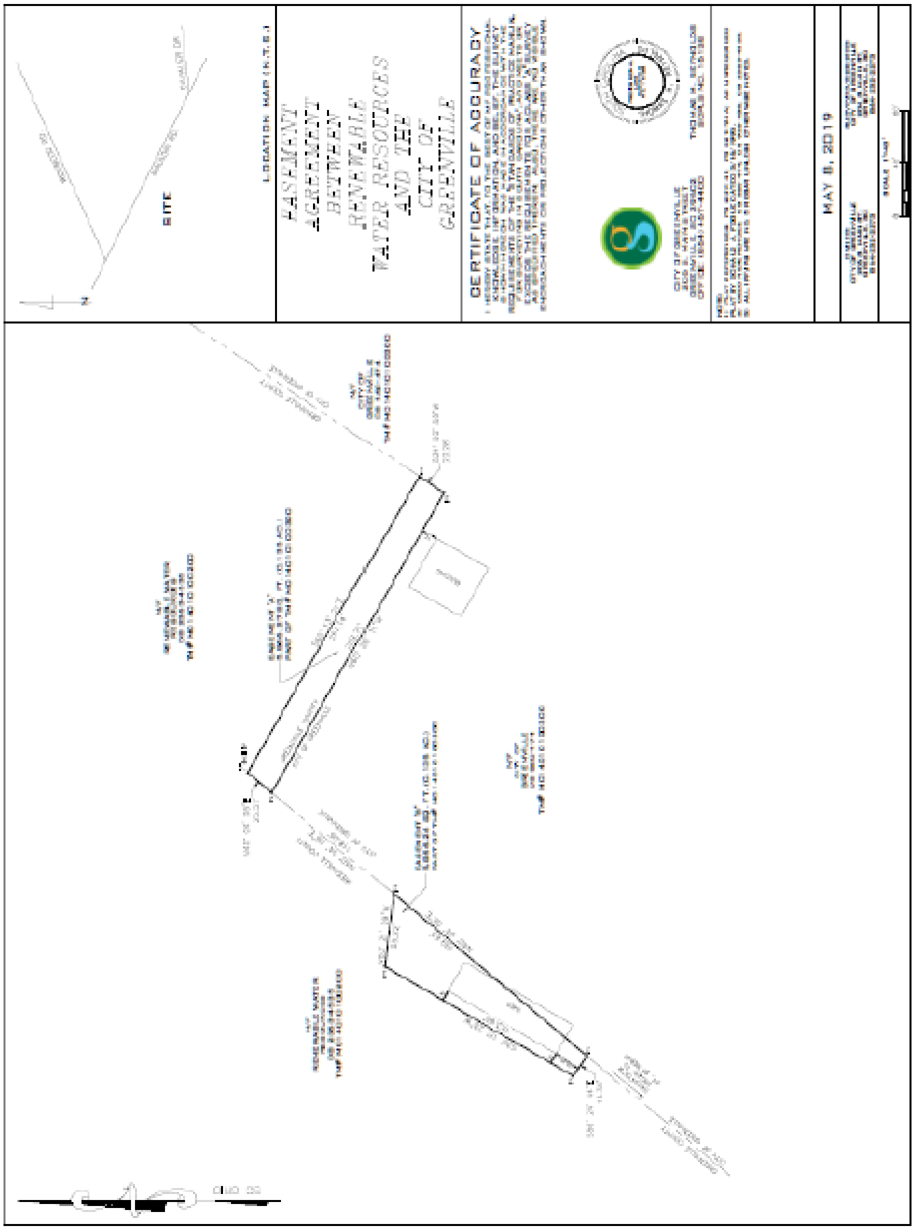
I, the undersigned notary public, do hereby certify that **The City Of Greenville**, by ___________________________, its ______________________________, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____ day of ______________________________, 2019.

____
Notary Public for South Carolina
My Commission Expires: _____________
Print Name of Notary Public: _________________

[end of signatures; exhibit on following page]

EXHIBIT "A"
Easement Areas



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. 11d

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

IMPACT IF DENIED:

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

FINANCIAL IMPACT:

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

REQUIRED SIGNATURES

Department Director	____________	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: John McD FDC2AC15040F440...

Ordinance No. 2020-____

A N O R D I N A N C E

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

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

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

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

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

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

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

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

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT

BUDGET AMENDMENT - Unity Park Construction

BUDGET	Capital Projects, Hospitality Tax	REQUESTED BY	OMB
FISCAL YEAR	2019-20	DATE	

INCREASE		DECREASE	
Description		Description	
Capital Projects Fund			
Transfers / HTAX Fund (REV)	35,283,270		
Contributions / Donations (REV)	2,250,000		
Sale of Land & Equipment (REV)	742,566		
Personnel / Operating (EXP)	166,983		
Planning / Design (EXP)	1,352,847		
Site Acquisition (EXP)	130,426		
Construction (EXP)	36,625,580		
Hospitality Tax Fund			
Bond Proceeds (REV)	35,161,000		
Fund Balanace Appr (REV)	272,270		
Transfer to Cap. Proj. Fund (EXP)	35,283,270		
Cost of Issuance (EXP)	150,000		

Explanation: To appropriate $38,275,836 in the Capital Projects Fund and $35,433,270 in the Hospitality Tax Fund for the Construction of Unity Park.

FOR OMB POSTING PURPOSES ONLY

Budget Adjustments		Increase (Decrease)	**Journal Entry**			
Project Code	Account	Amount	Project Code	Account		Amount
PR4172	341-0000-365.30-02	2,250,000		122-9030-491.81-41	DR	35,283,270
PR4172	341-0000-367.15-01	742,566		122-0000-101.05-00	CR	35,283,270
PR4172	341-0000-391.81-22	35,283,270				
PR4172	341-9010-455.11-10	98,236		341-0000-101.05-00	DR	35,283,270
PR4172	341-9010-455.20-11	34,230	PR4172	341-0000-391.81-22	CR	35,283,270
PR4172	341-9010-455.20-21	11,927				
PR4172	341-9010-455.20-31	22,590				
PR4172	341-9010-455.68-09	1,654				
PR4172	341-9010-455.68-01	1,351,193				
PR4172	341-9010-455.68-02	130,426				
PR4172	341-9010-455.68-04	36,625,580				
	122-0000-393-20-27	35,161,000				
	122-0000-390.10-01	272,270				
	122-9030-491.81-41	35,283,270				
	122-9030-455.73-09	150,000				
	Total	108,997,983		Total		-

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. 11e

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

IMPACT IF DENIED:

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

FINANCIAL IMPACT

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

REQUIRED SIGNATURES

Department Director	DocuSigned by: Howie Thompson EDD8600A95F84FA...	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: John McDonough FDC2AC15040F440...

Ordinance No. 2020-____

A N O R D I N A N C E

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

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

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

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

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

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

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

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

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT

BUDGET AMENDMENT

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

INCREASE			DECREASE		
Description			Description		
Miscellaneous Grants Fund					
Federal Revenue (REV)		160,000			
Equipment (EXP)		128,000			
Contingency (EXP)		32,000			

Explanation: To appropriate funding for an upgrade of the Police Firing Range Facilities on Mauldin Road.

DATE ____________ APPROVED BY ____________

City Council/City Manager
Camilla Pitman/City Clerk

FOR OMB POSTING PURPOSES ONLY

Budget Adjustments		Increase (Decrease)	**Journal Entry**		
Project Code	Account	Amount	Project Code	Account	Amount
PS3458	128-0000-331.10-06				
PS3458	128-4030-422.63-03				
PS3458	128-4030-422.48-99				
	Total	-		Total	-
	Prepared By				
	Posted By				
	Date			Number	

REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 11f

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

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

IMPACT IF DENIED:

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

FINANCIAL IMPACT:

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

REQUIRED SIGNATURES

Department Director	DocuSigned by: Ginny Stroud FE9DC7E5A9C7477...	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: [signature] FDC2AC15040F440...

Ordinance No. 2020-____

A N O R D I N A N C E

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

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

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

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

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

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

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

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

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

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

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

WITNESSES:

____

____

CITY OF GREENVILLE

BY: ______________________
John McDonough
ITS: City Manager

WITNESSES:

____

____

GREENVILLE HOUSING FUND LLC

BY: ______________________
F. Bogue Wallin
ITS: Chairman

____

____

COMMUNITYWORKS

BY: ______________________
Jennifer Derryberry
ITS: CFO

Approved as to Form:

____
Legal

Reviewed:

____
Community Development

Reviewed:

____
OMB Director

Reviewed:

____
Risk Manager

Received:

____
Purchasing Administrator

EXHIBIT A

Disbursement Request

To City of Greenville

Re: Agreement for Affordable Housing Initiatives and Services

Dear ________________:

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

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

Name of Project:
Address:

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

Anticipated Schedule for Commencement
and Completion of Project:

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

Executed this _______ day of _____________________, 20______.

Copy: GHF

CommunityWorks

By:_______________________

Approved by City of Greenville

By:_______________________

REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 11g

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

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

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

IMPACT IF DENIED:

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

FINANCIAL IMPACT:

None.

REQUIRED SIGNATURES

Department Director	DocuSigned by: Ginny Stroud FE9DC7E5A9C7477...	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director		**City Manager**	DocuSigned by: John McD FDC2AC15040F440...

Ordinance No. 2020-____

A N O R D I N A N C E

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT A

PIN	GIS_ ACRES	SHEET	BLOCK	LOT	PLSTRING	Shape.STArea()	Shape.STLength()
0016000200100	1.34	001600	02	00100	16-2-1	58470.26526	982.9498642
0016000200300	0.45	001600	02	00300	16-2-3	19785.67737	701.6883225
0016000200400	0.18	001600	02	00400	16-2-4	8029.608887	395.1411594
0016000200401	0.16	001600	02	00401	16-2-4.1	6835.38916	376.8395335
0016000200500	0.39	001600	02	00500	16-2-5	16866.3634	680.7752451
0016000200600	0.32	001600	02	00600	16-2-6	14093.44421	516.1370713
0016000200601	0.09	001600	02	00601	16-2-6.1	3938.210327	279.2276871
0016000200602	0.09	001600	02	00602	16-2-6.2	3938.317505	279.2326747
0016000200700	0.5	001600	02	00700	16-2-7	21638.51453	719.4302666
0016000200800	1.38	001600	02	00800	16-2-8	60270.54834	1022.310414
0051000101000	2.53	005100	01	01000	51-1-10	110113.2828	1426.507789
0051000101900	9.91	005100	01	01900	51-1-19	431802.4398	2937.046934
0051000102600	0.05	005100	01	02600	51-1-26	2156.080322	231.1017056
0051000201000	0.17	005100	02	01000	51-2-10	7569.501099	384.7024196
0051000201100	0.16	005100	02	01100	51-2-11	6967.101807	377.5254251
0051000201200	0.15	005100	02	01200	51-2-12	6728.669189	374.1667517
0051000201300	0.14	005100	02	01300	51-2-13	6305.988647	362.9584943
0051000201400	0.14	005100	02	01400	51-2-14	6280.115967	355.3615817
0051000201700	0.42	005100	02	01700	51-2-17	18468.85303	547.3626829
0051000201701	0.26	005100	02	01701	51-2-17.1	11111.71484	440.4257447
0051000201702	0.04	005100	02	01702	51-2-17.2	1728.806274	199.9782945
0051000201703	0.03	005100	02	01703	51-2-17.3	1329.834351	189.668242
0051000201704	0.03	005100	02	01704	51-2-17.4	1329.347778	189.614247
0051000201705	0.03	005100	02	01705	51-2-17.5	1306.003418	188.972021
0051000201706	0.03	005100	02	01706	51-2-17.6	1324.186401	189.3992325
0051000201707	0.03	005100	02	01707	51-2-17.7	1297.470703	188.6818544
0051000201708	0.04	005100	02	01708	51-2-17.8	1722.200562	199.6071991
0051000201709	0.39	005100	02	01709	51-2-17.9	16986.81726	1425.250238
0051000200500	0.51	005100	02	00500	51-2-5	22278.70007	668.5778105
0051000200900	0.15	005100	02	00900	51-2-9	6663.916138	370.5216444
0051000300100	1	005100	03	00100	51-3-1	43356.60352	949.4175228
0051000301500	0.33	005100	03	01500	51-3-15	14191.59387	483.4324162
0051000301600	0.17	005100	03	01600	51-3-16	7193.948486	432.283887
0052000500100	0.62	005200	05	00100	52-5-1	27060.51807	1827.950225
0052000500101	0.05	005200	05	00101	52-5-1.1	2182.337524	217.789265
0052000500110	0.04	005200	05	00110	52-5-1.10	1954.781982	200.0008005
0052000500111	0.03	005200	05	00111	52-5-1.11	1173.831055	178.6925745
0052000500112	0.04	005200	05	00112	52-5-1.12	1906.635132	198.6641536
0052000500113	0.03	005200	05	00113	52-5-1.13	1173.169189	178.6460818
0052000500114	0.04	005200	05	00114	52-5-1.14	1906.154541	198.6278192
0052000500115	0.03	005200	05	00115	52-5-1.15	1172.881226	178.6098737
0052000500116	0.04	005200	05	00116	52-5-1.16	1953.336304	199.8916233
0052000500117	0.05	005200	05	00117	52-5-1.17	2172.55835	216.2201015
0052000500118	0.03	005200	05	00118	52-5-1.18	1302.877197	194.859873
0052000500119	0.05	005200	05	00119	52-5-1.19	2117.176636	214.8598717
0052000500102	0.03	005200	05	00102	52-5-1.2	1318.474976	196.8095052
0052000500120	0.03	005200	05	00120	52-5-1.20	1302.876953	194.859873
0052000500121	0.05	005200	05	00121	52-5-1.21	2117.174316	214.8595791
0052000500122	0.03	005200	05	00122	52-5-1.22	1302.881592	194.8598166
0052000500123	0.05	005200	05	00123	52-5-1.23	2170.104858	216.1599424
0052000500103	0.05	005200	05	00103	52-5-1.3	2142.261719	216.7898441
0052000500104	0.03	005200	05	00104	52-5-1.4	1318.165894	196.7704413
0052000500105	0.05	005200	05	00105	52-5-1.5	2140.934082	216.730872
0052000500106	0.03	005200	05	00106	52-5-1.6	1318.686768	196.7520618
0052000500107	0.05	005200	05	00107	52-5-1.7	2185.390137	217.7911498
0052000500108	0.03	005200	05	00108	52-5-1.8	1317.542603	196.7068899
0052000500109	0.05	005200	05	00109	52-5-1.9	2184.711304	217.7477447
0055000200113	1.16	005500	02	00113	55-2-1.13	50708.88672	1001.100748
0055000200102	3.05	005500	02	00102	55-2-1.2	132937.104	1763.035146
0055000200104	0.41	005500	02	00104	55-2-1.4	17702.51331	560.6533683
0055000200105	5.72	005500	02	00105	55-2-1.5	249028.0529	2944.093349
0055000200109	3.9	005500	02	00109	55-2-1.9	169918.1345	1607.613143

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

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 14a

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

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

This Ordinance is revised to reflect the owners' request at first reading on March 9, 2020, to rezone the Property to C-2, Commercial district, instead of RM-2, Single-family and multifamily residential district, to allow for future other uses should the proposed multi-family development not come to fruition and to reflect staff's support of a C-2 zoning designation at first reading.

Planning Staff Recommendation:	Approval with a zoning designation of RM-2, Multi-Family Residential District
Planning Commission Recommendation:	Approval of motion to annex and zone the property RM-2 by a vote of 5-0
City Council First Reading:	Approval of motion to annex and zone the property C-2 by a vote of 5-0

IMPACT IF DENIED:

The Property will not be annexed and rezoned.

FINANCIAL IMPACT:

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

REQUIRED SIGNATURES

Department Director DocuSigned by: Ginny Stroud FE9DC7E5A9C7477...

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

OMB Director ____________

City Manager DocuSigned by: [signature] FDC2AC15040F440...

A N O R D I N A N C E

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

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

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

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

WHEREAS, at the March 9, 2020, meeting of City Council, the owner requested and staff supported the zoning designation of C-2, Commercial district, to allow for future other uses should the proposed multi-family development not come to fruition; and

WHEREAS, City Council has reviewed the application of the owner, ~~and~~ the recommendations of the Planning Commission, and the request of the owner at the March 9, 2020, City Council Meeting and has found the proposed zoning change of ~~RM-2, Multi-family residential district,~~ C-2 Commercial district, to be compatible with the City's Comprehensive Development Plan; and

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

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

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

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

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

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

EXHIBIT A

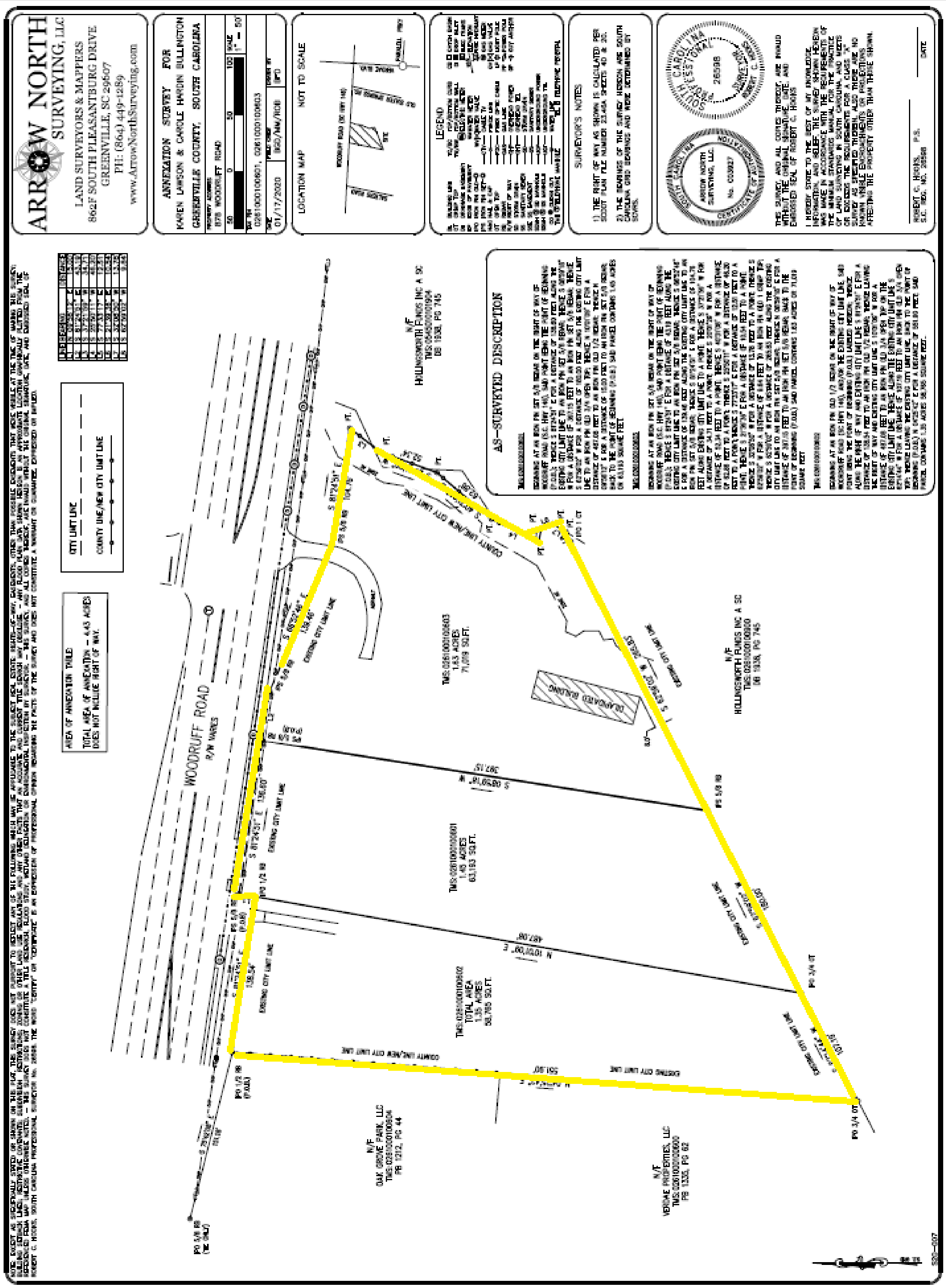

ARROW NORTH
SURVEYING, LLC
LAND SURVEYORS & MAPPERS
WOODRUFF ROAD
AS-SURVEYED DESCRIPTION
SURVEYOR'S NOTES
LOCATION MAP
NOT TO SCALE
LEGEND

EXHIBIT B

AS–SURVEYED DESCRIPTION

TMS: 0261000100601

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

TMS: 0261000100603

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

TMS: 0261000100602

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

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 14b

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

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

SUMMARY BACKGROUND:

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

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

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

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

IMPACT IF DENIED:

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

FINANCIAL IMPACT:

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

REQUIRED SIGNATURES

Department Director	______________	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	**City Manager**	DocuSigned by: John McD FDC2AC15040F440...

Ordinance No. 2020-___

THIRD SUPPLEMENTAL ORDINANCE

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

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

Section 1. Findings of Fact.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Trustee" shall mean U.S. Bank National Association, its successors or assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. 2020 Construction Fund.

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

(b) Withdrawals from the 2020 Construction Funds shall be made only upon written certificate of an Authorized Representative. Except as set forth in paragraph (e) below, the City hereby authorizes the Trustee to disburse the moneys in the 2020 Construction Fund to the persons entitled thereto in accordance with instructions of an Authorized Representative in the form referred to below, only for the purpose of paying Project Costs and Costs of Issuance.

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

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

(i) the amount to be paid;

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

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

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

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

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

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

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

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

(e) Promptly after the Completion Date, the Trustee shall transfer any moneys held in the 2020 Construction Fund and not needed to pay Project Costs or Costs of Issuance as set forth in a certificate of an Authorized Representative to the Debt Service Fund and such funds shall be used only to (i) pay the principal of, premium, if any, and interest on the Series 2020 Bonds; (ii) acquire outstanding Series 2020 Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof; or (iii) be applied to other lawful purposes as permitted under the Enabling Act, provided an opinion of Bond Counsel is provided to the Trustee that such disposition will not jeopardize the tax-exemption of interest on the Series 2020 Bonds.

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

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

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

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

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

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

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

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

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

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

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

Section 10. Continuing Disclosure.

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

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

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

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

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

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

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

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

Section 12. Tax Exemption of Series 2020 Bonds.

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

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

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

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

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

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

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

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

Section 17. Notices.

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

If to the City:

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

If to the Trustee:

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

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

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

[Signature page follows]

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

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

EXHIBIT A

FORM OF BOND

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

NO. R-1 $______________

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	[CUSIP]

REGISTERED HOLDER: _________________

PRINCIPAL SUM: __________________________ and no/100 Dollars

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

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

Year	Principal Amount	Year	Principal Amount

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

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

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

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

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

This bond is in the principal amount of ____________________ Dollars ($________) (the ***"Series 2020 Bonds"***) and is issued pursuant to a General Bond Ordinance enacted by the City Council of the City on January 14, 2011, and a Third Supplemental Ordinance enacted by the City Council of the City on ______________ __, 2020 (collectively, the ***"Ordinance"***), and under and in full compliance with the Constitution and Statutes of the State, including particularly Article X, Section 14, Paragraph 10 of the Constitution of the State of South Carolina, 1895, as amended, and the Enabling Statute, to obtain funds to (i) defray the Project Costs and (ii) pay Costs of Issuance related thereto (all as defined in the Ordinance).

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

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

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

Year	Principal Amount

*Final maturity.

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

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

All principal, interest, or other amounts due hereunder shall be payable only to the Registered Holder hereof. The City designates the Trustee as the Bond Registrar and directs the Trustee as Bond Registrar to maintain the Books of Registry for the registration or transfer of this bond. This bond may not be transferred except by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee as Bond Registrar duly executed by the Registered Holder of this bond or his duly authorized attorney. Any purported assignment in contravention of the foregoing requirements shall be, as to the City, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of and interest on this bond shall be made only to or upon the order of the Registered Holder or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the City upon this bond to the extent of the sum or sums paid. No person other than the Registered Holder shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond against the City. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Holder) other than the City, as in the case where the Registered Holder is a trustee or nominee for two or more beneficial owners of an interest in this bond.

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

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

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

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

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

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

CITY OF GREENVILLE, SOUTH CAROLINA

(SEAL)

____
City Manager

ATTEST:

____
City Clerk

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK NATIONAL ASSOCIATION
as Bond Registrar

____
Authorized Officer

Date of Authentication:______________

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

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

UNIF GIFT MIN ACT - ________________________________
(Cust)

Custodian ____
(Minor)

under Uniform Gifts to Minors Act ____________________
(State)

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

ASSIGNMENT

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

DATED: __________________

Signature Guaranteed: ____

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

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

EXHIBIT B

FORM OF REQUISITION

$____________
City of Greenville, South Carolina
Hospitality Tax Revenue Bonds
Series 2020

Requisition No.: _____________

Total Requisition Amount: $____________

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

(a) The amount to be paid: $___________________________.

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

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

____
____
____
____.

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

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

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

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

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

CITY OF GREENVILLE, SOUTH CAROLINA

By:___________________________________
Authorized Representative

Dated:_____________________

STATE OF SOUTH CAROLINA)
) CERTIFIED COPY OF ORDINANCE
COUNTY OF GREENVILLE)

I, the undersigned City Clerk of the City of Greenville, South Carolina (the ***"City"***), do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given two readings on two separate days, with an interval of at least six days between the readings, and received approval, by the City Council of the City (the ***"Council"***) at its meetings of March 9, 2020 and March 23, 2020, at which meetings a quorum of members of the Council were present and voted, and an original of which ordinance is filed in the permanent records of the Council.

IN WITNESS WHEREOF, I have hereunto set my Hand this 23rd day of March, 2020.

CITY OF GREENVILLE, SOUTH CAROLINA

____
City Clerk

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

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 15a

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO REZONE APPROXIMATELY 17 ACRES OF REAL PROPERTY LOCATED WITHIN THE WEST END OVERLAY DISTRICT TO REMOVE CERTAIN PROPERTIES FROM THE WEST GREENVILLE NEIGHBORHOOD REVITALIZATION OVERLAY DISTRICT (Z-23-2019)

SUMMARY BACKGROUND:

The approximate 17 acres were originally incorporated into the West Greenville Neighborhood boundary and corresponding West Greenville Neighborhood Revitalization Overlay District. Approximately 10 years ago, these properties were incorporated into the West End Neighborhood boundary as residents of this area identified with the West End Neighborhood. This change was made without also making the modification of the West Greenville Neighborhood Revitalization Overlay district to remove these parcels from that boundary. This zoning request is to rectify the boundary discrepancy. (See Ordinance Exhibit for Tax Map Numbers.)

IMPACT IF DENIED:

The rezone will not be approved, and the Neighborhood Revitalization Overlay (NRO) boundary for West Greenville will not be changed and will continue to include properties located within the West End Neighborhood boundary.

FINANCIAL IMPACT:

None

REQUIRED SIGNATURES

Department Director DocuSigned by: Jonathan Graham 219319F5AC3C445...

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

OMB Director ______________________

City Manager DocuSigned by: John McDonough FDC2AC15040F440...

Ordinance No. 2020-___

A N O R D I N A N C E

TO REZONE APPROXIMATELY 17 ACRES OF REAL PROPERTY LOCATED WITHIN THE WEST END OVERLAY DISTRICT TO REMOVE CERTAIN PROPERTIES FROM THE WEST GREENVILLE NEIGHBORHOOD REVITALIZATION OVERLAY DISTRICT (Z-23-2019)

WHEREAS, the city of Greenville, as applicant on behalf of certain property consisting of approximately 17 acres located within the West End Overlay District, Tax Map Numbers listed in Exhibit A, has applied to the City Planning Commission and City Council to remove the zoning overlay of West Greenville Neighborhood Revitalization District from the listed properties in Exhibit A; and

WHEREAS, the approximately 17 acres were originally incorporated into the West Greenville Neighborhood boundary and corresponding West Greenville Neighborhood Revitalization Overlay District; and

WHEREAS, approximately 10 years prior to date, the approximately 17 acres were incorporated into the West End Neighborhood boundary as residents of this area identified with the West End Neighborhood; and

WHEREAS, upon the change in the adjusted Neighborhood boundary, the approximately 17 acres were not removed from the original West Greenville Neighborhood Revitalization Overlay District that is associated with the West Greenville Neighborhood boundary; and

WHEREAS, the City Planning Commission pursuant to public notice held a public hearing on February 20, 2020, to consider the proposed removal of the listed properties from the West Greenville Neighborhood Revitalization District zoning overlay, and the Commission recommended approval of the proposed removal of the zoning overlay from the listed properties in Exhibit A; and

WHEREAS, City Council finds the removal of the West Greenville Revitalization Overlay District from the listed properties in Exhibit A to be compatible with the City's Comprehensive Development Plan and with the zoning of surrounding properties;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the parcels of property listed in Exhibit A, currently titled in the listed names, shown as listed Tax Map Numbers, and located within the West End Neighborhood shall be removed from the West Greenville Neighborhood Revitalization Overlay District. The attached map shown as Exhibit B, prepared by the City of Greenville Planning Department, is incorporated by reference for purposes of identifying the location of property. This Ordinance shall be effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

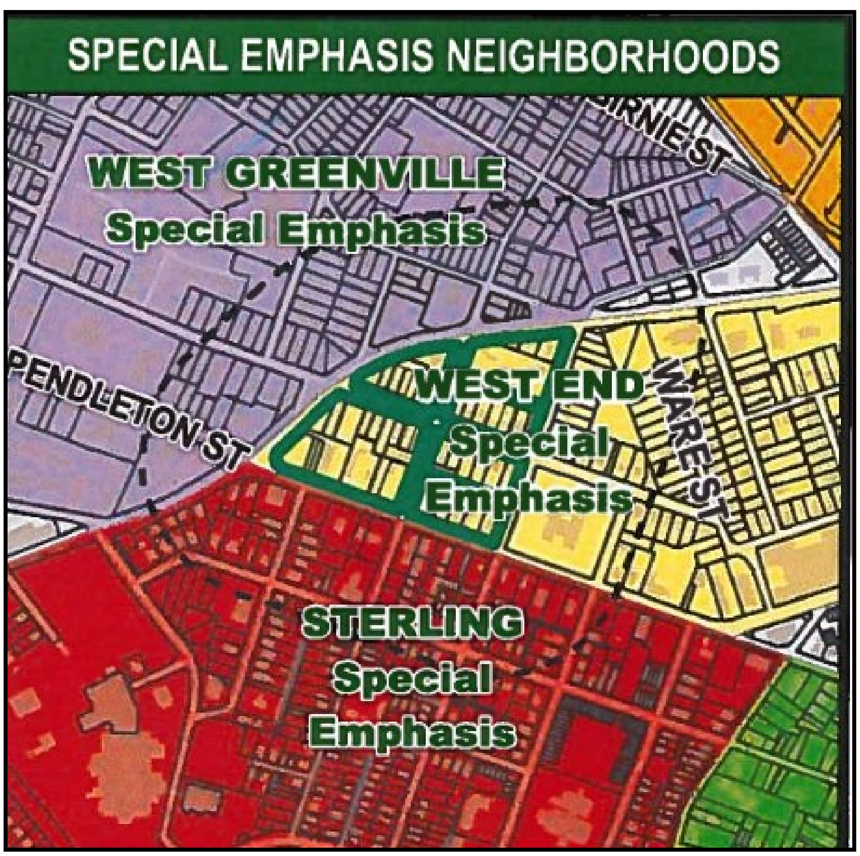
____
CITY MANAGER

EXHIBIT A

PIN	PLSTRING	OWNAM1	OWNAM2	CUBOOK	CUPAGE	PLTBK1	PPAGE1	STRNUM	LOCATE	Current Zoning	Proposed Zoning
0078000201300	78-2-13	ALLEN TEMPLE COMM		2294	414	1052	18	309	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000500200	78-5-2	BRADY RO	DEBUSK JC	2457	4033	1162	69	10	LEACH	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000500100	78-5-1	URBINA CC	URBINA RI	2465	2554	1172	80	215	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000600600	78-6-6	MCNINCH	MCNINCH	2438	5543	1172	65	212	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000201202	78-2-12.2	FAUST JEFFREY AND L		2575	5911	1335	11	307	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000201500	78-2-15	PENDLETON VENTURE		2577	1762	1349	17	315	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000600501	78-6-5.1	MARK THOENNESS BU		2482	1432	1265	55	106	LEACH	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000201600	78-2-16	EDWARDS	EDWARDS	2457	1037	1197	12	301	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000201200	78-2-12	HENDRY B	HENDRY R	2508	374	1246	78	305	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000501001	78-5-10.1	LORTZ SAMUEL C		2411	2395	1142	89	205	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000701101	78-7-11.1	PALMETTO SUNSHINE		2450	14	1317	56	304	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000600900	78-6-9	WHITNER	WHITNER	930	162	E-	171	204	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000501300	78-5-13	ORDWAY LOIS		2491	2049		0	213	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000600700	78-6-7	BURTON SHALONDA D		2226	1187	1296	54	210	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000600500	78-6-5	REDMOND	REDMOND	2491	2630	1216	41	214	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000600800	78-6-8	MG PROPERTIES GREE		2506	4465	1262	47	208	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000600502	78-6-5.2	MARK THOENNESS BU		2482	1432	1265	55	104	LEACH	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000701102	78-7-11.2	PALMETTO SUNSHINE		2450	14	1317	56	306	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000701001	78-7-10.1	PALMETTO SUNSHINE		2450	14	1216	42	308	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000701000	78-7-10	PALMETTO SUNSHINE		2450	14	1216	42	310	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000201700	78-2-17	PALOMBO	PALOMBO	2499	3108	1246	78	15	LEACH	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000700900	78-7-9	FERCHAU E	FERCHAU E	2518	3076		0	312	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000601000	78-6-10	STEPHENS JOANNE		2567	3571	E	171	202	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000501200	78-5-12	THOMAS IAN T		2356	5712	HHH-	832	209	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000500900	78-5-9	LEONARD J	BROWN KF	2521	3369	89	31	201	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000501000	78-5-10	LOVETT WAYNE		2538	2644	1118	84	207	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000701200	78-7-12	VILLARREA	VILLARREA	2551	4639	1318	94	300	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000201601	78-2-16.1	VINCENT ELLEN A		2502	4923	1246	78	303	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000601100	78-6-11	WILLETTE-	WOOLF AD	2479	3927	1188	74	200	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000701100	78-7-11	RICK DERE	RICK MELIS	2579	3608	1318	94	302	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000201400	78-2-14	MFE HOLDINGS LLC		2428	2265	1159	60	311	PERRY	RM-2 with West Greenville NRO	RM-2 without West Greenville NRO
0078000700901	78-7-9.1	PALMETTO SUNSHINE		2450	14	1216	42	0	ACADEMY	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000600301	78-6-3.1	WSS LLC		2408	3745		0		ACADEMY	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000701400	78-7-14	KELLWOOD HOLDINGS		2462	2208	1208	3	109	LEACH	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000601200	78-6-12	WSS LLC		2368	1289	1141	50	117	CALHOUN	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000601201	78-6-12.1	WSS LLC		2368	1289	1141	49		ACADEMY	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000600400	78-6-4	WSS LLC		2368	1289		0	111	CALHOUN	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000200500	78-2-5	MASONDIXON LLC		2507	1778	09-G	52	910	PENDLETO	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000500600	78-5-6	BROWN D	BROWN M	2576	5206		0	808	PENDLETO	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000500301	78-5-3.1	CALVARY APOSTOLIC		1374	705		0	826	PENDLETO	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000500800	78-5-8	TURNING POINT OF S		2461	1208	1202	72	800	PENDLETO	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000500700	78-5-7	GRANITE PROPERTIES		2013	884	46-D	71	804	PENDLETO	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000500500	78-5-5	LUTHI PERI	SARTAIN D	2553	3896	NN-	135	810	PENDLETO	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000500300	78-5-3	CALVARY APOSTOLIC		1375	665		0	9061	LEACH	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000200900	78-2-9	B & VMS PROPERTIES		2461	5052	30-W	85	900	PENDLETO	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000200700	78-2-7	QUALITY CARE IN HON		2423	5824	NN	155	904	PENDLETO	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000200101	78-2-1.1	PENDLETON VENTURE		2577	1746	1349	18	321	PERRY	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000200102	78-2-1.2	PENDLETON VENTURE		2577	1746	1349	18	317	PERRY	RDV with West Greenville NRO	RDV without West Greenville NRO
0078000200301	78-2-3.1	GATEWAY 10 LLC		2539	4956	1191	91	918	PENDLETO	C3 with West Greenville NRO	C3 without West Greenville NRO
0078000200302	78-2-3.2	GATEWAY 10 LLC		2539	4956	1191	90	916	PENDLETO	C3 with West Greenville NRO	C3 without West Greenville NRO
0078000200400	78-2-4	GATEWAY 10 LLC		2578	2225	1191	92	914	PENDLETO	C3 with West Greenville NRO	C3 without West Greenville NRO
0078000200200	78-2-2	GATEWAY 10 LLC		2539	4956	1191	89	920	PENDLETO	C3 with West Greenville NRO	C3 without West Greenville NRO

DocuSign Envelope ID: 5BEFD28A-B6BB-4AEB-81B2-71EDA3952286

EXHIBIT B



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. 15b

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO APPROVE AN EASEMENT IN FAVOR OF DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSES OF UNDERGROUNDING UTILITIES ON PROPERTY LOCATED ON WELBORN STREET (TAX MAP NUMBERS 0055000100501, 0055000100204, 0055000100200, 0055000100301, 0055000100304, 0055000100210, 0055000100302, 0055000100212, 0055000100101, 0055000100100)

SUMMARY BACKGROUND:

The purpose of this Ordinance is to approve an easement in favor of Duke Energy Carolinas, LLC for undergrounding power lines on properties located on Welborn Street at Unity Park.

IMPACT IF DENIED:

The Easement will not be approved.

FINANCIAL IMPACT:

N/A

REQUIRED SIGNATURES

Department Director	DocuSigned by: Mike Murphy B8351B3CF7524D2...	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director		**City Manager**	DocuSigned by: John McDonough EDC2AC15040E440...

A N O R D I N A N C E

TO APPROVE AN EASEMENT IN FAVOR OF DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSES OF UNDERGROUNDING UTILITIES ON PROPERTY LOCATED ON WELBORN STREET (TAX MAP NUMBERS 0055000100501, 0055000100204, 0055000100200, 0055000100301, 0055000100304, 0055000100210, 0055000100302, 0055000100212, 0055000100101, 0055000100100)

WHEREAS, the city of Greenville ("City") is the owner of those certain tracts of land Welborn Street having Tax Map Numbers 0055000100501, 0055000100204, 0055000100200, 0055000100301, 0055000100304, 0055000100210, 0055000100302, 0055000100212, 0055000100101, 0055000100100; and

WHEREAS, the City desires to have electric utility lines placed underground on the foregoing tracts of land; and

WHEREAS, City Council has determined it is in the best interests of the City to enter into an Easement Agreement in favor of Duke Energy Carolinas, LLC for the purpose of undergrounding electric utilities on the foregoing tracts of land;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council approves entering into an easement agreement in favor of Duke Energy Carolinas, LLC, subject to terms and conditions that are substantially similar to those as set out in Attachment 1, attached hereto and incorporated herein by reference. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

REVIEWED:

____
CITY MANAGER

ATTACHMENT 1

EASEMENT

Prepared By: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Pietrina Clark
425 Fairforest Way
Greenville, SC 29607

SOUTH CAROLINA
GREENVILLE COUNTY
PARCEL NO. 0055000100501, 0055000100204, 0055000100200, 0055000100301, 0055000100304, 0055000100210, 0055000100302, 0055000100212, 0055000100101, 0055000100100

THIS EASEMENT ("Easement") is made this____________day of__________________________, 2020 ("Effective Date"), from THE CITY OF GREENVILLE, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Greenville County School District, South Carolina, of said County and State, described as follows: containing all that certain parcel or tract of land, more or less, being the lands described in deeds to The City of Greenville from: 1) CSX Transportation, Inc., recorded date December 7, 2005, and recorded in Deed Book 2179, Page 443 ; 2) Robert A. Brooks, recorded date December 19, 2011, and recorded in Deed Book 2398, Page 1614; 3) Smith Dray Line & Storage, Inc., recorded dated May 24, 2013, and recorded in Deed Book 2539, Page 418; 4) T & N Enterprises, LLC., recorded dated May 24, 2013, and recorded in Deed Book 2539, Page 431; 5) 159 Welborn Street, LLC., recorded dated September 30, 2014, and recorded in Deed Book 2452, Page 2805; 6) William N. Turrentine, Jr. and Samuel A. Turrentine, II., recorded dated January 27, 2016, and recorded in Deed Book 2481, Page 488; 7) George L. Sijon and Greenville County Tax Collector, recorded dated April 5, 1999, and recorded in Deed Book 1829, Page 459; 8) Curlee and Foster, Inc., recorded January 7, 1998, and recorded in Deed Book 1737, Page 54 in the Greenville County Register of Deeds Office, South Carolina (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, ~~supporting structures such as poles, cables, wires, guy wires, anchors,~~ underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being ~~thirty (30) feet wide for the overhead portion of said facilities and~~ twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC ~~and Incumbent Local Exchange Carriers~~. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; ~~(d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e)~~ (d) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

It is understood and agreed that the general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the facilities by DEC in substantial compliance with Exhibit A hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

THE CITY OF GREENVILLE

Witnesses:

______________________________ By:______________________________
(Witness #1 Signature)

Print______________________________

______________________________ Title: ______________________________
(Witness #2 Signature)

SOUTH CAROLINA,________________COUNTY

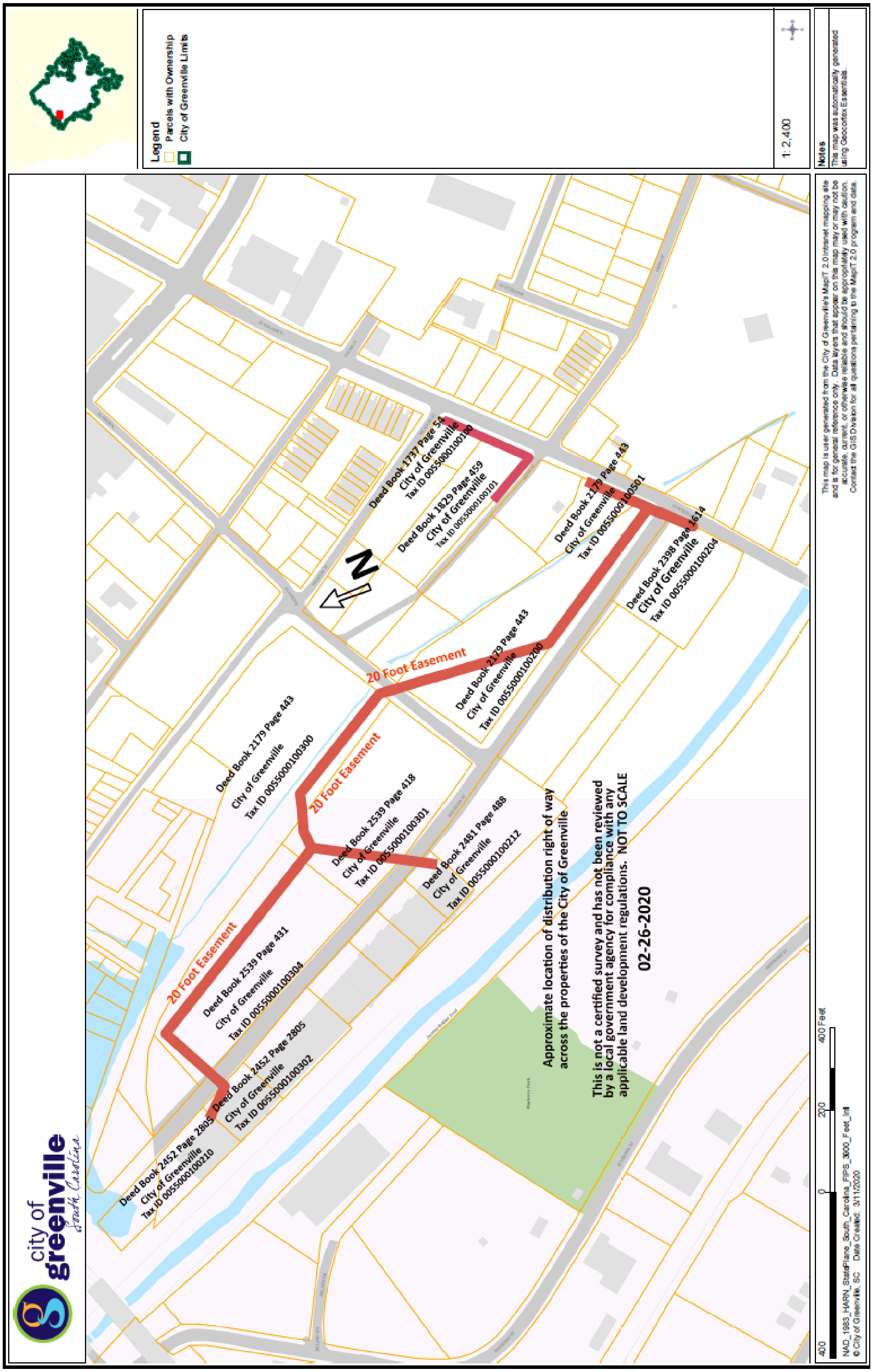
I,____________________________________, a Notary Public of_____________________County, South Carolina, certify that____________________________________(name) , ______________________________(title) , for______________THE CITY OF GREENVILLE______personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this_________day of________________________, 2020____.

____
Notary Public

My commission expires: ____________________

EXHIBIT A


city of greenville South Carolina
Legend
Parcels with Ownership
City of Greenville Limits
1: 2,400
Notes
This map was automatically generated using Geocortex Essentials.
20 Foot Easement
20 Foot Easement
20 Foot Easement
Deed Book 1737 Page 54 City of Greenville
Deed Book 1829 Page 459 City of Greenville Tax ID 0055000100101
Deed Book 2179 Page 443 City of Greenville Tax ID 0055000100501
Deed Book 2398 Page 1614 City of Greenville Tax ID 0055000100204
Deed Book 2179 Page 443 City of Greenville Tax ID 0055000100200
Deed Book 2179 Page 443 City of Greenville Tax ID 0055000100300
Deed Book 2539 Page 418 City of Greenville Tax ID 0055000100301
Deed Book 2481 Page 488 City of Greenville Tax ID 0055000100212
Deed Book 2539 Page 431 City of Greenville Tax ID 0055000100304
Deed Book 2452 Page 2805 City of Greenville Tax ID 0055000100302
Deed Book 2452 Page 2805 City of Greenville Tax ID 0055000100210
N
Approximate location of distribution right of way across the properties of the City of Greenville
This is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations. NOT TO SCALE
02-26-2020
400 0 200 400 Feet
NAD_1983_HARN_StatePlane_South_Carolina_FIPS_3900_Feet_Intl
© City of Greenville, SC Date Created: 3/11/2020

REQUEST FOR COUNCIL ACTION
City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No. 15c

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

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO APPROPRIATE $2,316,169 IN THE MISCELLANEOUS GRANTS FUND AND $187,219 IN THE CAPITAL PROJECTS FUND FOR THE FAIRFOREST WAY REHABILITATION PROJECT

SUMMARY BACKGROUND:

The Fairforest Way Rehabilitation Project involves the rehabilitation and widening of Fairforest Way between Mauldin Road and Laurens Road. The scope of the project involves widening the road to establish two travel lanes in each direction with a center turn lane and additional enhancements to include curb, sidewalk, landscaping and lighting. The project is federally funded and is being implemented through a participation agreement with SCDOT where the City's financial participation is a 20% percent match of the total project cost. The project is being constructed in two phases. Phase 1 included improving the section of Fairforest Way between Mauldin Road and Ridge Road and was completed in 2012. Phase 2 involves improving the section of road from Ridge Road to Laurens Road. Construction bids were recently received for Phase 2 and this fund appropriation will allow the project to be awarded and construction of the final phase of the project.

The total cost for this phase of the construction is estimated to be $2,684,027, of which $367,857 in funding is currently available in the project, leaving an unappropriated balance of $2,316,170. The unappropriated balance of $2,316,170 is being funded with $2,045,051 provided by federal funding through SCDOT, $83,900 from a previously closed project, and $187,219 from Capital Projects Fund fund balance.

IMPACT IF DENIED:

The construction bid will not be awarded and commitment to the project completion will have to be revisited.

FINANCIAL IMPACT:

This Ordinance will appropriate $187,219 from Capital Projects Fund fund balance. There is sufficient fund balance available for this appropriation.

REQUIRED SIGNATURES

Department Director	DocuSigned by: Mike Murphy B8351B3CF7524D2...	**City Attorney**	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A490003292420...	**City Manager**	DocuSigned by: John McD FDC2AC15040F440...

Ordinance No. 2020-____

A N O R D I N A N C E

TO APPROPRIATE $2,316,169 IN THE MISCELLANEOUS GRANTS FUND AND $187,219 IN THE CAPITAL PROJECTS FUND FOR THE FAIRFOREST WAY REHABILITATION PROJECT

WHEREAS, the Fairforest Way Rehabilitation Project is a roadway improvement project that involves the rehabilitation and widening of Fairforest Way between Mauldin Road and Laurens Road; and

WHEREAS, the project is federally funded and is being implemented through a participation agreement with SCDOT where the City's financial participation is 20% percent of the total project cost; and

WHEREAS, the project is being constructed in two phases; Phase 1 involved the improvement of the section of Fairforest Way from Mauldin Road to Ridge Road and was completed in 2012 while Phase 2 involves improving the section from Ridge Road to Laurens Road; and

WHEREAS, construction bids for Phase 2 were received and this action by City Council will allow the project to be awarded and the final phase of the project to be completed; and

WHEREAS, the total cost of the construction is estimated to be $2,684,027, of which $367,857 in funding is currently available in the project, leaving an unappropriated balance of $2,316,169; and

WHEREAS, the unappropriated balance of $2,316,169 is being funded with $2,045,051 provided by federal funding through SCDOT, $83,900 from a previously closed project, and $187,219 from Capital Projects Fund fund balance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of $2,316,169 in the Miscellaneous Grants Fund and $187,219 in the Capital Projects Fund is appropriated for the Fairforest Way Rehabilitation Project as reflected in the attached Exhibit. This Ordinance shall become effective upon passage on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _______________, 2020.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

REVIEWED:

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CITY MANAGER

EXHIBIT

BUDGET AMENDMENT

BUDGET	Capital Projects Fund	REQUESTED BY	Public Works
FISCAL YEAR	2019-20	DATE	

INCREASE		DECREASE	
Description		Description	
Miscellaneous Grants Fund			
USDOT (REV)	2,316,169		
Greenville Water (REV)	83,900		
Transfer from Capital Projects Fund (REV)	187,219		
Construction (EXP)	2,587,288		
Capital Projects Fund			
Fund Balance Appropriation (REV)	187,219		
Transfer to Misc Grants Fund (EXP)	187,219		

Explanation: To appropriate funds for the Fairforest Way resurfacing project.

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
PW3397	128-0000-331-13-01	2,316,169		341-9010-491-81-28	D	187,219
PW3397	128-0000-337-10-17	83,900		341-0000-101-05-00	C	187,219
PW3397	128-0000-391-81-41	187,219		128-0000-101-05-00	D	187,219
PW3397	128-9020-433-68-04	2,587,288	PW3397	128-0000-391-81-41	C	187,219
	341-0000-390-10-01	187,219				
	341-9010-491-81-28	187,219				
	Total	5,549,014		Total		748,876

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 - Emergency - Final ☐ Resolution/First & Final Reading ☐ Information Only

AGENDA DATE REQUESTED: March 23, 2020

ORDINANCE/RESOLUTION CAPTION:
AN EMERGENCY ORDINANCE TO TEMPORARILY DEFER PENALTIES FOR THE LATE PAYMENT OF LOCAL HOSPITALITY TAX AND LOCAL ACCOMMODATIONS FEE PAYMENTS; AND MATTERS RELATED THERETO

SUMMARY BACKGROUND:

This emergency ordinance, enacted pursuant to S.C. Ann. Section 5-7-250, waives the penalties for late payment of local accommodation fees and local hospitality taxes provided all required periodic reporting is timely submitted.

IMPACT IF DENIED:

The late fees will not be waived.

FINANCIAL IMPACT:

Loss of revenue associated with waived penalties.

REQUIRED SIGNATURES

Department Director		City Attorney	DocuSigned by: Michael Pitts 5E0F2A267E2D413...
OMB Director	DocuSigned by: Kai Nelson 41A49000329242C...	City Manager	DocuSigned by: John McDonough FDC2AC15040F440...

Ordinance No. 2020-____

A N E M E R G E N C Y O R D I N A N C E

TO TEMPORARILY DEFER PENALTIES FOR THE LATE PAYMENT OF LOCAL HOSPITALITY TAX AND LOCAL ACCOMMODATIONS FEE PAYMENTS; AND MATTERS RELATED THERETO

WHEREAS, S.C. Code Ann. § 5-7-250 empowers City Council to enact emergency ordinances affecting life, health, safety, or property; and

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

WHEREAS, these measures have taken many forms including travel bans, school closures, cancelation of major events, etc.; and

WHEREAS, on March 11, 2020, the World Health Organization declared a world-wide pandemic; and

WHEREAS, on March 13, 2020, the President of the United States has declared a National Emergency for the United States and its territories in an effort to reduce the spread of the virus; and

WHEREAS, on March 13, 2020, the Governor of the State of South Carolina Henry McMaster has declared a state of emergency for the State of South Carolina; and

WHEREAS, on March 17, 2020, Mayor Knox White declared a state of emergency for the city of Greenville ("City") in accordance with Section 12-32 of the City Code of Ordinances; and

WHEREAS, on March 17, 2020, Mayor Knox White issued an Emergency Proclamation declaring a State of Emergency within the City and restricted on-premises dining at bars and restaurants for a 24 hour period; and

WHEREAS, that same day, Governor Henry McMaster issued Executive Order No. 2020-10 (the "Executive Order") which, among other things, significantly curtailed the operations of retail food establishments through March 31, 2020; and

WHEREAS, on March 18, 2020, City Council enacted an Emergency Ordinance which, among things, declared a State of Emergency in the City, adopted the aforementioned restaurant limitations as set forth in the Executive Order, and deferred deadlines for payments without penalty of all new and renewed business license payments for a period of 60 days; and

WHEREAS, the COVID-19 epidemic is an unprecedented event and City Council is mindful it is having a severe negative impact on the national and local economy; and

WHEREAS, in light of the foregoing, City Council desires to waive penalties for the late payment of local hospitality taxes and local accommodations fees upon the terms and conditions set forth below;

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

1. Local accommodations fee and local hospitality tax report forms containing financial information for the reporting periods of February 2020 and March 2020 which are due March 20, 2020, and April 20, 2020, respectively, must be filed with the City by the appropriate due dates. Payment of the local accommodations fees and local hospitality taxes for the due dates of March 20, 2020, and April 20, 2020, shall not accrue a late penalty until May 21, 2020, provided the taxpayer timely submits all reporting forms when due. Failure to file a timely tax report form, with or without payment, shall be deemed non-payment of the fee or tax and shall accrue a late penalty in the normal course. Tax report forms due March 20, 2020, shall be considered timely submitted if the return has a U.S. mail postmark date on or before March 24, 2020.

2. All ordinances and provisions of the City Code pertaining to the non-waiver of late fees for local hospitality taxes and local accommodations fees including, but not limited to, Section 40-174 of the City Code are hereby suspended.

3. The provisions of this ordinance are subject, in all cases as applicable, to the various covenants contained in the City's bond documents or other agreements which pledge or promise the payment of local accommodations fees or local hospitality taxes for debt obligations of the City or other parties thereto. Further, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this ordinance as hereby adopted shall remain in full force and effect.

4. This emergency ordinance shall be effective retroactively to March 20, 2020, and shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after the effective date of this ordinance, whichever date is earlier.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _______________, 2020.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

REVIEWED:

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CITY MANAGER