

**CITY OF TRAVELERS REST  
COUNCIL COMMITTEE MEETING AGENDA  
Monday, April 10, 2023, 5:00 p.m.  
City Hall Council Chambers**

Please join us at City Hall in Council Chambers or on our YouTube Channel at  
<https://www.youtube.com/channel/UCyau-beS3wyxOv1drMCpGMw>

- 1. Call to Order** Mayor Brandy Amidon
- 2. Public Works Committee**  
*Members: Shaniece Criss, Lisa Lane, and Sherry Marrah*
  - a. Roll Call by Chair Criss
  - b. Approval of March 6, 2023, Public Works Committee minutes
  - c. Review Public Works Report for March
- 3. Public Safety Committee**  
*Members: Kelly Byers, Grant Bumgarner, Shaniece Criss, Wayne McCall, and Brantly Vest*
  - a. Roll Call by Chair Byers
  - b. Approval of March 6, 2023, Public Safety Committee minutes
  - c. Review Public Safety Reports for March
    - Police Department
    - Fire Department
    - Building Department
    - Municipal Court

**4. Planning & Development Committee**

*Members: Brantly Vest, Grant Bumgarner, Kelly Byers, Shaniece Criss, and Wayne McCall*

- a. Roll Call by Chair Vest
- b. Approval of March 6, 2023, Planning & Development Committee minutes
- c. Review of Planning & Development Report for March

**5. Ways & Means Committee**

*Members: Grant Bumgarner, Kelly Byers, Shaniece Criss, Rick Floyd, and Brantly Vest*

- a. Roll Call by Chair Bumgarner
- b. New Local Revenue Services Ordinance
- c. ROEH Borklund Access Easement Agreement
- d. FY2024 Budget and Capital Plan Presentation/Discussion

**6. Old Business**

- a. None

**7. New Business**

- a. None

**8. Miscellaneous Matters**

- a. Greenville First Steps
- b. Administrative Update

**9. Adjournment** Mayor Brandy Amidon

### **Council Committee Meeting Minutes**

**Monday, March 6, 2023**

**5:00 p.m.**

**Council Chambers, City Hall**

**Council Present:** Mayor Brandy Amidon; Councilmembers Kelly Byers, Grant Bumgarner, Shaniece Criss, Rick Floyd, Lisa Lane, Wayne McCall, and Brantly Vest

**Staff Present:** Eric Vinson, City Administrator; Amanda Connolly, City Clerk; Greg Robertson, Fire Chief; Ben Ford, Police Chief; Phillip Tate, Public Works Director; and Mike Forman, Planning Director

#### **1. Call to Order**

Mayor Amidon called the meeting to order at 5:00 p.m.

#### **2. Public Works Committee**

***Members: Shaniece Criss (Chair), Lisa Lane, and Sherry Marrah***

- a. Chair Criss called the meeting to order by roll call.
- b. Councilmember Marrah made a motion to approve the minutes from the Committee meeting held on February 6, 2023. The motion was seconded by Councilmember Lane.
- c. Director Tate provided a Public Works updated noting: the bathrooms at Trailblazer Park are in the process of being painted, the Bike Walk Greenville Eco-counter ribbon cutting will be held at 3 p.m. on Sunday, March 12<sup>th</sup>, and that MetroConnects is now handling all the locates throughout the City. Director Tate introduced the Public Works summer intern, Abraham Evans. He also responded to questions concerning the Eco-counter and how the data is collected.
- d. Administrator Vinson updated the Council on the Sewer Code Amendment Ordinance. This change is the result of turning over our sewer system to MetroConnects. There was discussion between the Council and staff around pumping of septic tanks, the cost and whether there should be a sunset date. Councilmember Lane made a motion to send the ordinance to full Council. The Committee wanted to consider amendments at First Reading and asked staff to prepare an amendment for consideration. Councilmember Marrah made the second.
- e. Administrator Vinson briefed the Council on the two RFP's that the City received for the curbside residential solid waste/recycling program. The City will continue looking at other options and will consider whether to offer a recycling service at all.
- f. Councilmember Lane made a motion to adjourn the meeting and Councilmember Marrah seconded the motion.

**3. Public Safety Committee**

***Members: Kelly Byers (Chair), Grant Bumgarner, Shaniece Criss, Wayne McCall, and Brantly Vest***

- a. Chair Byers called the meeting to order by roll call.
- b. Councilmember Criss made a motion to approve minutes from Committee meeting held on February 6, 2023. The motion was seconded by Councilmember Vest.
- c. Chief Ford responded to questions concerning an increase in motor vehicle collisions and Walmart service calls. He attributed the increase to the growth of the City.
- d. Administrator Vinson noted that there was nothing new to report for Municipal Courts.
- e. Fire Chief Robertson spoke about changing the look of the monthly reports.
- f. Administrator Vinson noted that there was nothing new to report for Building Permits.
- g. Councilmember Criss made a motion to adjourn the meeting and Councilmember Vest seconded the motion.

**4. Planning & Development Committee**

***Members: Brantly Vest (Chair), Grant Bumgarner, Kelly Byers, Shaniece Criss, and Wayne McCall***

- a. Chair Vest called the meeting to order by roll call.
- b. Councilmember Byers made a motion to approve minutes from Committee meeting held on February 6, 2023. The motion was seconded by Councilmember Criss.
- c. Director Foreman noted that there was nothing new to highlight on the report for the Planning & Development Committee. Director Foreman answered questions regarding the townhome development south of the city limits.
- d. Councilmember Bumgarner made a motion to adjourn the meeting and Councilmember Criss seconded the motion.

**5. Ways & Means Committee**

***Members: Grant Bumgarner (Chair), Kelly Byers, Shaniece Criss, Rick Floyd, and Brantly Vest***

- a. Chair Bumgarner called the meeting to order by roll call.
- b. Councilmember Floyd made a motion to approve minutes from Committee meeting held on February 6, 2023. The motion was seconded by Councilmember Vest.
- c. Councilmember Byers made a motion to adjourn the meeting and Councilmember Vest seconded the motion.

**6. Personnel Committee**

***Members: Rick Floyd (Chair) Grant Bumgarner, Kelly Byers, Shaniece Criss, and Brantly Vest***

- a. Chair Floyd called the meeting to order by roll call.
- b. Councilmember Bumgarner made a motion to approve minutes from Committee meeting held on February 6, 2023. The motion was seconded by Councilmember Vest.
- c. Councilmember Byers made a motion to adjourn the meeting and Councilmember



Criss seconded the motion.

**7. Old Business**

None

**8. New Business**

- a. Administrator Vinson gave a high-level overview of the design and construction process for a skate park and recommended the city-owned History Museum property and adjacent linear property along the Swamp Rabbit Trail would be an ideal location for the skate park. After further discussion, Administrator Vinson recommended that Council authorize a request for proposals for a skate park on this site. Councilmember Floyd made a motion to move forward with a Skate Park RFP. Councilmember Lane seconded, which passed unanimously.

**9. Miscellaneous Matters**

- a. Administrator Vinson stated there was nothing new to report for administrative matters.

**10. Adjournment**

There being no further business before the Council Committee, Councilmember Bumgarner made a motion to adjourn. Councilmember Marrah seconded the motion, which carried unanimously.

Mayor Amidon adjourned the meeting at 6:18 p.m.

\_\_\_\_\_ Brandy Amidon, Mayor

Completed by \_\_\_\_\_ Amanda Connolly, City Clerk

\_\_\_\_\_ Eric Vinson, City Administrator

## Public Works Report

Month of March 2023

### 1. Sanitation

Request for Brush / Bulk Pick Up	<u>1</u>
Roll Cart Request	<u>4</u>
Residential	<u>4</u>
Commercial	<u>0</u>

### 2. Roads & Bridges

Complaints	<u>11</u>
Resolved by City	<u>8</u>
DOT Notification	<u>3</u>

### 3. Animal Control

Complaints	<u>0</u>
Impoundments	<u>0</u>
Dispositions	<u>0</u>
Humane Society	<u>0</u>
Return to Owner	<u>0</u>

### 4. Sewer

Complaints	<u>5</u>
Resolved by City	<u>5</u>
Septic Tank Pump Request	<u>5</u>

### 5. Environmental

Complaints	<u>0</u>
Resolved by City	<u>0</u>
	<u>0</u>

### 6. Fuel

Fuel Usage	<u>188.1</u>
M1	<u>96.8</u>
M2	<u>91.3</u>

## Public Works Summary for March 2023

- **Sanitation:** We are still getting request for recycle carts and Greater Greenville has been delivering these as they come in. Our recycling program continues to increase, and we expect this to continue as the roll carts are rolled out. We are still looking into recycling options. We have 4 roll carts request the month of March.
- **Road and Bridge:** We had a total of 11 complaints from road and bridge to include roadside litter pick up. Of these 8 were handled by the city and complaints were handled by the city. 3 were sent to SCDOT. The lane restriping on Roe Rd has been completed. We had to revise the parking spaces on Main Street, and we ended up with 8 new spaces. Three encroachment permits were signed.
- **Sewer:** We pumped five septic tanks in the month of March. We are working with Metro to finalize all the sewer.
- **Building / Grounds Maintenance:** Several maintenance issues were addressed at Trailblazer Park. The restrooms at Trailblazer Park have been painted and new décor has been added. We had out 5 year fire sprinkler system test In the public works and admin Building.
- **Miscellaneous Items:** We are waiting on the county rec to get quotes back planning to apply a seal coat to the section of the trail in front of Loftis Printing to Roe Rd. Greenville County will provide the contractor for this. Athens Park basketball court has been paved. We are waiting for the cure time of the asphalt before striping. The trail counter has been installed and the grand opening was held in March.
- **SC 811:** Metro has started receiving locates.

2023

<b>Month</b>	<b>Number of Bags</b>	<b>Vol.</b>	<b>Pounds</b>
<b>January</b>	<b>87</b>	<b>69</b>	<b>1740</b>
<b>February</b>	<b>47</b>	<b>11</b>	<b>940</b>
<b>March</b>	<b>19</b>	<b>6</b>	<b>380</b>
<b>April</b>	<b>9</b>	<b>2</b>	<b>198</b>
<b>May</b>			
<b>June</b>			
<b>July</b>			
<b>August</b>			
<b>September</b>			
<b>October</b>			
<b>November</b>			
<b>December</b>			
<b>Yearly Total</b>	<b>162</b>	<b>88</b>	<b>3258</b>



## Work Order Detail Report

03/01/2023 - 03/31/2023

Work Order #	Work Date	Work Type	Work Type	Request Type	Work Description	Date Closed
5736	3/31/2023	Facilities	Other	Internal	Mounted evacuation signs around City Hall	3/31/2023
5735	3/31/2023	Facilities	General Maintenance/Repair	Internal	Repaired Electrical pedestals at TBP (See note)	3/31/2023
5734	3/31/2023	Facilities	Other	Citizen	Repair Leaking Roof at Old City Hall	
5733	3/30/2023	Facilities	Inspection	Internal	5 Year Sprinkler system inspection	3/30/2023
5732	3/30/2023		General Maintenance/Repair	Preventive Maint.	Sprinkler System Monthly Inspection	
5731	3/30/2023		Inspection	Preventive Maint.	Monthly Exit Signs check	
5730	3/30/2023	Sanitation	Garbage & Recycle	Preventive Maint.	Empty Trash/Recycle on Main St	3/30/2023
5729	3/30/2023	Facilities	General Maintenance/Repair	Internal	Repaired TBP Pedestal #23 Receptacles (2)	3/30/2023
5728	3/30/2023	Facilities	Janitorial	Internal	Janitorial work performed. See note	3/30/2023
5727	3/29/2023	Sanitation	Garbage & Recycle	Citizen	Deliver Roll Cart	3/31/2023
5726	3/28/2023	Facilities	General Maintenance/Repair	Internal	Replaced cartridge filter on water fountain	3/28/2023
5725	3/28/2023	Facilities	HVAC	Internal	General Heating HVAC Maintenance	3/28/2023
5724	3/27/2023	Roads	Seasonal	Internal	Change Banners on Main st	4/3/2023
5723	3/27/2023	Sanitation	Litter Pickup	Internal	Pick up litter bags	3/27/2023

					(2)	
5713	3/27/2023	Special Event	Inspection	Citizen	concert at amphitheater check electrical, lights, seating area, and trash duals (Greenville Symphony)	
5712	3/27/2023	Roads	Plumbing	Citizen	Repair Water Leak in roadway	3/27/2023
5711	3/27/2023	Sanitation	Garbage & Recycle	Internal	Replace Trash Cart	
5710	3/24/2023	Facilities	Inspection	Preventive Maint.	Eyewash inspection-Weekly	3/24/2023
5709	3/24/2023	Facilities	Inspection	Preventive Maint.	Weekly Checklist	3/27/2023
5708	3/24/2023	Facilities	Inspection	Preventive Maint.	Weekly Generator Check	3/24/2023
5707	3/24/2023		Inspection	Preventive Maint.	Trailblazer Park Check	3/24/2023
5706	3/24/2023		Inspection	Preventive Maint.	Inspect Storm Pond and fencing	3/24/2023
5705	3/24/2023	Facilities	Beautification	Internal	Painted and decorated Men's restroom at TBP	3/24/2023
5704	3/23/2023	Parks/Recreation	Garbage & Recycle	Preventive Maint.	Empty Trash/Recycle on Main St	3/23/2023
5703	3/23/2023	Parks/Recreation	General Maintenance/Repair	Preventive Maint.	Clean Pond Filter	3/21/2023
5702	3/23/2023	Parks/Recreation	Inspection	Preventive Maint.	Visual inspection of Main st/ SRT (C 78%)	3/22/2023
5701	3/22/2023	Roads	Inspection	Internal	Visual Inspection Welcome signs into City (A 98%)	3/22/2023
5700	3/22/2023	Roads	Inspection	Preventive Maint.	Visual Inspection of Parking Lots (F 68%)	3/22/2023
5699	3/22/2023	Parks/Recreation	Inspection	Preventive Maint.	Visual Inspection (D 75%)	3/22/2023
5698	3/22/2023	Parks/Recreation	Inspection	Preventive Maint.	Visual Inspection (F 66%)	3/22/2023
5697	3/22/2023	Parks/Recreation	Inspection	Preventive Maint.	Visual Inspection (D 72%)	3/22/2023
5696	3/22/2023	Parks/Recreation	General Maintenance/Repair	Internal	Gate needs fixed, unable to close	3/27/2023

5695	3/22/2023	Parks/Recreation	General Maintenance/Repair	Internal	Loose fasteners on playset	
5694	3/20/2023	Facilities	Beautification	Internal	Mounted pictures in womens restroom at TBP	3/20/2023
5693	3/20/2023	Facilities	General Maintenance/Repair	Internal	Replaced exit sign #17 with new sign with emergency lights	3/20/2023
5692	3/20/2023	Facilities	Inspection	Preventive Maint.	EV Charger Inspection CH	3/20/2023
5691	3/17/2023	Facilities	General Maintenance/Repair	Internal	Replaced #4 exit sign	3/17/2023
5690	3/17/2023	Roads	Other	Internal	No Encroachment for driveway installed on Elizabeth behind house # 8	
5689	3/17/2023	Roads	Other	Internal	Demo Out Building in City Right of Way	
5688	3/16/2023	Parks/Recreation	Pressure Wash/Clean	Internal	Dumpster coral needs cleaned	
5687	3/16/2023	Roads	Inspection	Preventive Maint.	Visual Inspection Welcome signs into City (B 87%)	3/15/2023
5686	3/16/2023	Roads	Inspection	Preventive Maint.	Visual Inspection of Parking Lots (F 64%)	3/15/2023
5685	3/16/2023	Parks/Recreation	Landscaping	Internal	mulch around city welcome sign	
5684	3/16/2023	Parks/Recreation	Inspection	Preventive Maint.	Visual Inspection (D 72%)	3/15/2023
5683	3/16/2023	Parks/Recreation	Inspection	Preventive Maint.	Visual Inspection (F 68%)	3/15/2023
5682	3/16/2023	Roads	Inspection	Preventive Maint.	Visual Inspection (F 64%)	3/15/2023
5681	3/16/2023	Parks/Recreation	Inspection	Preventive Maint.	Visual inspection of Main st/ SRT (B 86%)	3/15/2023
5680	3/16/2023	Roads	Landscaping	Internal	establish swell for rain run off near mulch and shrubs. corner of PL	
5679	3/16/2023	Roads	Street Maintenance	Internal	curbing damaged in PL, needs repaired	

5678	3/16/2023	Roads	Sign Repair	Internal	add ADA signage to parking spots	
5677	3/16/2023	Roads	Landscaping	Internal	remove dead trees from PL (+/- 4)	
5676	3/16/2023	Roads	Landscaping	Internal	Trees need fertilizer	
5675	3/16/2023	Roads	Landscaping	Internal	re-establish mulch around trees.	
5674	3/16/2023	Roads	Street Maintenance	Internal	curbing needs clean/clear of debris	
5673	3/16/2023	Roads	Sign Repair	Internal	add ADA signage to parking spots	
5672	3/16/2023	Roads	Street Maintenance	Internal	Add parking stops at ADA parking spots	
5671	3/16/2023	Roads	Street Maintenance	Internal	sidewalk repair (near buildings) +/- 20'	
5670	3/16/2023	Roads	Sign Repair	Internal	Relocate 'EV' sign to make room for 'No Parking except EV'	
5669	3/16/2023	Roads	Sign Repair	Internal	Add another 'No Parking except EV'	
5668	3/16/2023	Roads	Sign Repair	Internal	Add 'Free Parking' signs to PL	
5667	3/16/2023	Parks/Recreation	Hardscaping	Internal	re-establish water run-off near lower side. possibly add some river rock	
5666	3/16/2023	Parks/Recreation	Landscaping	Internal	grass needs cut and reseeded	
5665	3/16/2023	Parks/Recreation	Landscaping	Internal	Overgrown shrubs need trimmed	
5664	3/16/2023	Parks/Recreation	Landscaping	Internal	Mulched area around shrubs need re-established & mulched	
5663	3/16/2023	Roads	Sign Repair	Internal	need to add ADA signage for parking spot	
5662	3/16/2023	Roads	Street Maintenance	Internal	Parking lot needs	



					striped	
5661	3/16/2023	Roads	Sign Repair	Internal	Update Parking lot sign	
5660	3/16/2023	Roads	Sign Repair	Internal	need to add ADA signage for parking spot	
5659	3/16/2023	Roads	Street Maintenance	Internal	Parking lot needs striped	
5658	3/16/2023	Facilities	General Maintenance/Repair	Internal	Create clearance zones in storage room behind restrooms	
5657	3/16/2023	Facilities	General Maintenance/Repair	Internal	Storage room behind restrooms needs cleaned/organized	
5656	3/16/2023	Parks/Recreation	Pressure Wash/Clean	Internal	graffiti scattered around pavilion, needs cleaned up	
5655	3/16/2023	Parks/Recreation	Landscaping	Internal	Ant hills forming around park and amphitheater	
5654	3/16/2023	Parks/Recreation	Painting	Internal	Handrails rusting near amphitheater, need re painted	
5653	3/16/2023	Parks/Recreation	Painting	Internal	Handrails rusting near staircase to upper PL, need re painted	
5652	3/16/2023	Parks/Recreation	Hardscaping	Internal	Rock Veneer & Capstone missing at Pavilion	
5651	3/16/2023	Parks/Recreation	Hardscaping	Internal	Rock Veneer & Capstone missing at amphitheater	
5650	3/16/2023	Parks/Recreation	Pressure Wash/Clean	Internal	Graffiti on columns at amphitheater	
5649	3/16/2023	Facilities	General Maintenance/Repair	Internal	Hinges on restroom partitions need grease/oiled	
5648	3/16/2023	Facilities	General Maintenance/Repair	Internal	Lens covers on lights at restroom need cleaned	
5646	3/16/2023	Parks/Recreation	Landscaping	Internal	water pooling on walk path	

5645	3/16/2023	Parks/Recreation	Landscaping	Internal	Grass bare spots starting to form, cause unknown.	
5644	3/16/2023	Parks/Recreation	Electrical	Internal	Elec. Pedestal (25-1) loose, needs checked.	
5643	3/16/2023	Roads	Street Maintenance	Internal	EV Construction left pallet near jobsite, needs removed	
5642	3/16/2023	Roads	Sign Repair	Internal	ADA parking has no signage at parking spot, lower PL near FD	
5641	3/16/2023	Roads	Street Maintenance	Internal	quote for striping in lower and upper parking lot	
5640	3/16/2023	Parks/Recreation	Litter Pickup	Internal	Old bench seats laying against fence	
5639	3/16/2023	Parks/Recreation	Other	Internal	Fencing has damage, needs replaced or fixed	
5638	3/16/2023	Parks/Recreation	Hardscaping	Internal	Concrete slab near court has major cracks, needs attn.	
5637	3/16/2023	Parks/Recreation	Hardscaping	Internal	Walk path has major cracks and is a trip hazard. needs replaced.	
5636	3/16/2023	Parks/Recreation	General Maintenance/Repair	Internal	Swings at swing set too high from the ground. need adjusted	
5635	3/16/2023	Parks/Recreation	Landscaping	Internal	Mulch barrier around playground damaged, needs replaced	
5634	3/16/2023	Facilities	General Maintenance/Repair	Internal	Repaired emergency light #30	3/16/2023
5633	3/16/2023		Inspection	Preventive Maint.	Trailblazer Park Check	3/17/2023
5632	3/16/2023		Inspection	Preventive Maint.	Weekly Checklist	4/3/2023
5631	3/16/2023	Facilities	Inspection	Preventive	Evewash	3/17/2023

				Maint.	inspection-Weekly	
5630	3/16/2023		Inspection	Preventive Maint.	Inspect Storm Pond and fencing	3/16/2023
5629	3/16/2023	Facilities	Inspection	Preventive Maint.	Weekly Generator Check	3/16/2023
5628	3/16/2023	Parks/Recreation	Pressure Wash/Clean	Internal	duct tape residue on columns needs cleaned	
5627	3/16/2023	Parks/Recreation	Plumbing	Internal	Replace UV light for pond	
5626	3/16/2023	Parks/Recreation	Painting	Internal	Finish tops of swing set post	
5625	3/16/2023	Parks/Recreation	Other	Internal	Swing set chains have rust, need replaced	
5624	3/16/2023	Parks/Recreation	Carpentry	Internal	Post rotten on swing set needs replaced/fixed.	
5623	3/16/2023	Parks/Recreation	Hardscaping	Internal	Loose brick on boarder of walkway near trash duals	
5622	3/16/2023	Roads	Pressure Wash/Clean	Internal	TR entrance sign needs cleaned	
5621	3/16/2023	Roads	Litter Pickup	Preventive Maint.	Pick up highway litter bags (11)	3/15/2023
5620	3/16/2023	Roads	Landscaping	Internal	Blower needed at TR Welcome sign, river rock full of leaves	
5619	3/16/2023	Roads	Electrical	Internal	City Entrance lights , change to photo cell	
5618	3/16/2023	Parks/Recreation	Hardscaping	Internal	Loose bricks on pathway boarder.	
5617	3/16/2023	Parks/Recreation	Landscaping	Internal	Lights in the trees on Main St.	
5616	3/16/2023	Parks/Recreation	General Maintenance/Repair	Internal	multiple covers on street lights off/missing needs attn.	
5615	3/16/2023	Parks/Recreation	Landscaping	Internal	Valve box missing lid near staircase landing	
5614	3/16/2023	Parks/Recreation	Landscaping	Internal	walk path needs blower	
5613	3/16/2023	Sanitation	Garbage & Recycle	Preventive	Emptv Trash at	3/15/2023

				Maint.	Recycle trailers	
5612	3/16/2023	Sanitation	Garbage & Recycle	Preventive Maint.	Empty Trash/Recycle on Main St	3/15/2023
5611	3/16/2023	Parks/Recreation	General Maintenance/Repair	Preventive Maint.	Clean Pond Filter	3/15/2023
5610	3/15/2023	Sewer Department	Septic Pumped	Citizen	Pump Tank	3/31/2023
5609	3/15/2023	Sewer Department	Septic Pumped	Citizen	Pump Tank	3/31/2023
5608	3/15/2023	Sewer Department	Septic Pumped	Citizen	Pump tank	3/31/2023
5607	3/15/2023	Roads	Electrical	Citizen	Repair Street Light	
5606	3/15/2023	Roads	Other	Citizen	Encroachment Signed 20230023	3/15/2023
5582	3/14/2023	Roads	Other	Citizen	Encroachment signed. 20230072 E	3/14/2023
5581	3/14/2023			Citizen		
5580	3/13/2023	Parks/Recreation	Irrigation	Internal	Pond pump needs replaced.	3/21/2023
5579	3/13/2023	Roads	Street Maintenance	Citizen	Water run Off	
5578	3/13/2023	Roads	Sign Repair	Citizen	Replace No Parking sign along roadside	3/13/2023
5577	3/13/2023	Parks/Recreation	Irrigation	Internal	replace broken irrigation head and flush line.	
5576	3/7/2023	Roads	Street Maintenance	Citizen	Check Standing Water issue.	3/13/2023
5575	3/13/2023	Sanitation	Garbage & Recycle	Citizen	Deliver Trash Cart	3/31/2023
5574	3/13/2023	Sanitation	Garbage & Recycle	Citizen	Deliver Recycle Cart	3/31/2023
5573	3/13/2023	Sanitation	Garbage & Recycle	Citizen	Deliver Roll Carts	3/13/2023
5572	3/10/2023	Sewer Department	Septic Pumped	Internal	Pump Tank	10/4/2022
5566	3/10/2023	Sewer Department	Septic Pumped	Internal	Pump Septic Tank	7/5/2019
5550	3/9/2023	Public Works	Vehicle / Equip. Maint.	Internal	Install Hour/Fuel gauge on golfcart	3/9/2023
5549	3/9/2023	Parks/Recreation	Irrigation	Internal	replace broken valve on irrigation	
5548	3/9/2023	Roads	Litter Pickup	Internal	Pick up litter bags	
5547	3/9/2023	Facilities	Janitorial	Preventive	Clean and mop	3/8/2023

				Maint.	shop	
5546	3/6/2023	Parks/Recreation	Other	Internal	Set up Eco counter display and pyro, low voltage side and cut asphalt	3/2/2023
5545	3/6/2023	Roads	Litter Pickup	Internal	Pick up highway litter bags (9)	3/6/2023
5544	3/6/2023	Sanitation	Garbage & Recycle	Preventive Maint.	Empty Trash at Recycle trailers	3/6/2023
5543	3/6/2023	Sanitation	Garbage & Recycle	Preventive Maint.	Empty Trash/Recycle on Main St	3/6/2023
5542	3/6/2023	Parks/Recreation	General Maintenance/Repair	Preventive Maint.	Clean Pond Filter	3/6/2023
5541	3/6/2023	Public Works	Inspection	Preventive Maint.	Quarterly Stepladder inspection	3/27/2023
5540	3/6/2023	Facilities	General Maintenance/Repair	Internal	Sprinkler System Quarterly Inspection	3/6/2023
5539	3/6/2023	Facilities	Inspection	Preventive Maint.	Monthly Fire Extinguisher Check	3/6/2023
5538	3/6/2023	Facilities	Inspection	Preventive Maint.	Weekly Checklist	3/16/2023
5537	3/6/2023	Facilities	Inspection	Preventive Maint.	Trailblazer Park Check	3/16/2023
5536	3/6/2023	Facilities	Inspection	Preventive Maint.	Eyewash inspection-Weekly	3/16/2023
5535	3/6/2023	Facilities	Inspection	Preventive Maint.	Inspect Storm Pond and fencing	3/16/2023
5534	3/6/2023	Facilities	Inspection	Preventive Maint.	Weekly Generator Check	3/6/2023
5533	3/3/2023	Sanitation	Garbage & Recycle	Citizen	Bulk Waste Pick Up	3/3/2023
5532	3/3/2023	Sanitation	Garbage & Recycle	Citizen	Bulk Waste Pick Up	3/2/2023
5531	3/3/2023	Sewer Department	Septic Pumped	Internal	Pump Tank	3/3/2023
5530	3/3/2023	Sewer Department	Septic Pumped	Citizen	Pump Tank	3/3/2023
5529	3/1/2023	Sanitation	Garbage & Recycle	Citizen	Truck Pulling onto driveway	
5528	3/1/2023	Facilities	General Maintenance/Repair	Internal	oil/grease runners on garage doors	

5527	3/1/2023	Facilities	General Maintenance/Repair	Internal	oil/grease runners on garage doors	3/9/2023
5526	3/1/2023	Special Event	Garbage & Recycle	Citizen	Set up (3) Trash Cans under pavilion	3/3/2023

**Total Records: 158**

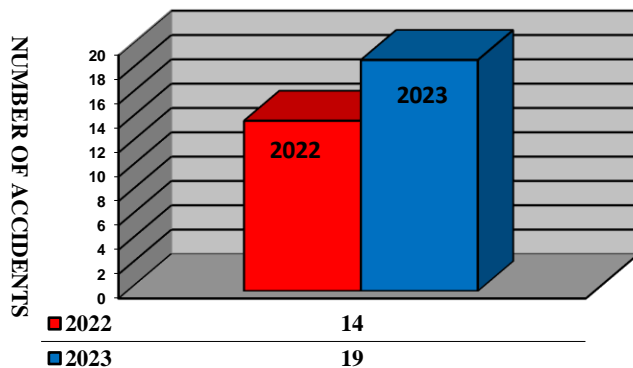
**4/5/2023**

## *Travelers Rest Police Department March Monthly Report 2023*

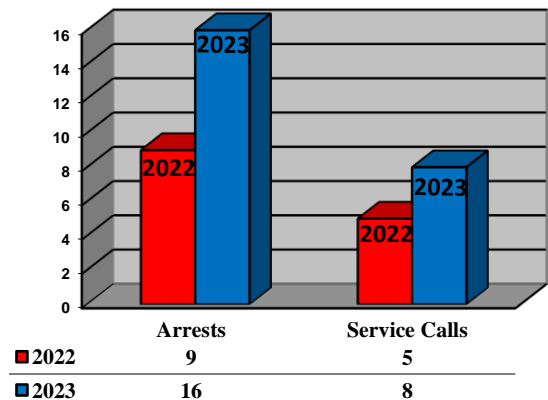
### MOTOR VEHICLE COLLISIONS AND WALMART CALLS, ARRESTS, AND TOWED VEHICLES

CRIME	March 2023	XXXXXX March 2022	Amt. of Change	Percent Change	YTD 2023	YTD 2022	Amt. of Change	Percent Change
Total MVC	19	14	+5	+35	59	20	+39	+195
MVC W/ Injury	4	11	-7	-63	16	4	+12	+300
Wal-Mart Shoplifting Arrests	5	9	-4	-44	19	11	+8	+72
Wal-Mart Service Calls	8	16	-8	-50	43	12	+31	+258
Wal-Mart Cars Towed	1	2	-1	-50	1	1	0	0

**ACCIDENTS REPORTED**



**WAL-MART SHOPLIFTING ARRESTS AND SERVICE CALLS**



<b>March Crime Stats</b>	
ABHAN	1
Arson	0
Assault & Battery	3
Burglary	0
DUI	7
Larceny	6
Motor Vehicle Theft	1
Murder	0
Narcotics Violations	11
Rape	0
Robbery	0

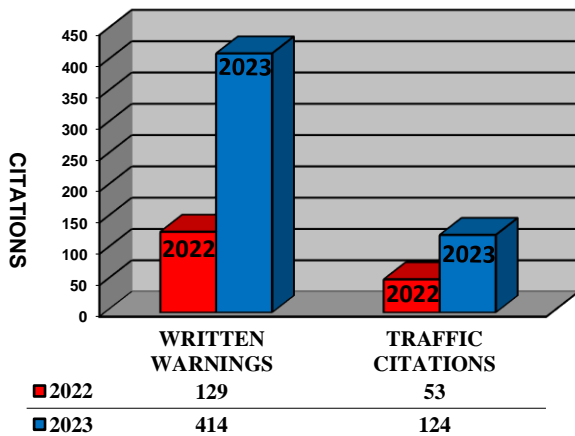
<b>Misc. Service Calls</b>	
Animal Calls	29
City Events	4
Code Enforcement	29
Public Intoxication	4

<b>Monthly Warrants</b>	
Warrants Issued	24
Warrants Served	20

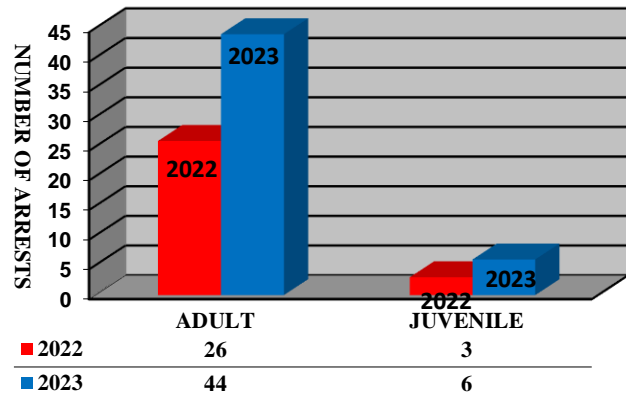
### CITATIONS AND WARNINGS FOR MARCH

VIOLATION	CITATIONS	WARNINGS
No Seat Belt	0	
No Child Restraint	0	
Speeding Under 10 mph	4	
Speeding Over 10 mph and Under 25 mph	24	
Speeding Over 25	9	
Disregard Sign/Signal	10	
Insurance Violations	10	
Other Moving Violations	67	
<b>Total</b>	<b>124</b>	<b>414</b>

#### WRITTEN WARNING & TRAFFIC CITATIONS



#### ADULT & JUVENILE ARRESTS



### CRIMINAL OFFENSES REPORTED YEAR TO DATE

CRIME	2023	2022	2021	2020	2019
Murder	0	0	0	0	1
Rape	0	0	0	0	1
Robbery	0	0	1	1	1
Assault/Battery HAN	1	1	2	1	2
Assault/Battery	10	46	21	42	42
Burglary	2	11	10	13	7
Larceny	19	60	74	75	100
Motor Vehicle Theft	2	9	13	7	12
Arson	0	0	0	0	1
Narcotic Violations	20	56	52	61	91
DUI	15	27	14	23	22
<b>Total</b>	<b>69</b>	<b>210</b>	<b>187</b>	<b>252</b>	<b>308</b>
<b>Total Calls for Service</b>	<b>5210</b>	<b>9785</b>	<b>10,474</b>	<b>8339</b>	<b>8753</b>

\*\*All statistics are compiled using figures at time of analysis.



# March Downtown Safety Report

## MAIN STREET

VIOLATION	CITATIONS	WARNINGS
Speeding Violations	14	89
Other Moving Violations	29	50

## N. POINSETT HIGHWAY

VIOLATION	CITATIONS	WARNINGS
Speeding Violations	2	2
Other Moving Violations	2	8

## CENTER STREET

VIOLATION	CITATIONS	WARNINGS
Speeding Violations	1	2
Other Moving Violations	1	2

## MCELHANEY ROAD

VIOLATION	CITATIONS	WARNINGS
Speeding Violations	0	3
Other Moving Violations	0	3

## WILLIAMS ROAD

VIOLATION	CITATIONS	WARNINGS
Speeding Violations	0	0
Other Moving Violations	0	0

### DOWNTOWN FOOT PATROL HOURS:

26

### BIKE PATROL HOURS:

44

### SPEED TRAILER DEPLOYMENT

DAYS: 31

LOCATIONS: 3



Copyright by Signe Wilkinson



# Travelers Rest Fire Dept.

Travelers Rest, SC

This report was generated on 4/3/2023 2:29:32 PM



## Occupancies Inspected for Date Range

Start Date: 03/01/2023 | End Date: 03/31/2023

OCCUPANCY	ID	ADDRESS	ZONE	LAST INSPECTION
A.B.C. Finance	335	225 N Poinsett HWY		03/23/2023
Albers Land Company	355	19 Page CT		03/30/2023
Carolina Ace Hardware	646	6520 State Park RD		03/16/2023
Dollar Tree	239	3 Benton RD #C		03/08/2023
Domino's Pizza	227	2 Benton RD #A		03/08/2023
Gateway Elementary	270	200 Hawkins RD		03/14/2023
Gentle Helpers Home Care Services	370	308 Poplar Street EXT		03/15/2023
Hair Juction	342	403 N Poinsett HWY #A		03/14/2023
Leopard Forest Coffee Co	344	403 N Poinsett HWY #D		03/14/2023
Main St Guitars And Drums	447	21 Plaza DR #F		03/15/2023
Mclesky Todd True Value	411	21 Plaza DR #F		03/15/2023
Northcliff Swimming Pool	623	1 Windybluff DR		03/03/2023
Patriot Axe Throwing	485	20 Walnut LN		03/03/2023
Pinestone Apartment Office	627	125 S Pine Stone DR		03/16/2023
Pink Mama's Ice Cream	396	11 S Main ST	Downtown	03/23/2023
Revive Salon	362	21 Plaza DR #E		03/15/2023
Sherwin Williams Paint	468	6521 State Park RD		03/16/2023
Splash Pools	343	403 N Poinsett HWY #B		03/14/2023
T-Mobile	550	2 Benton RD #F	North End	03/08/2023
The UPS Store	232	2 Benton RD #G		03/08/2023
Top Soil Kitchen and Market	395	13 S Main ST #A	Downtown	03/23/2023
Tractor Supply Company	524	550 Roe Center CT		03/28/2023
Travelers Rest Mini Storage	273	220 Henderson DR		03/15/2023
Travelers Rest Second Baptist Church	282	9 Mcalister ST		03/15/2023
W.R. Williams Engineer. & Surveyor	397	15 S Main ST #C	Downtown	03/23/2023

# of Occupancies Inspected: 25

% Occupancies Inspected: 4.84

# Travelers Rest Fire Dept.

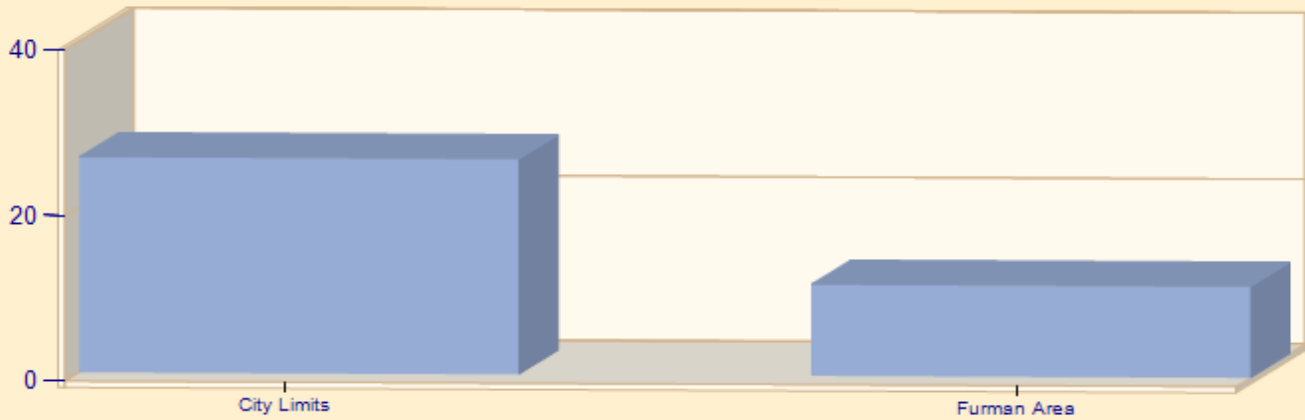
Travelers Rest, SC

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## Incident Type Count per Zone for Date Range

Start Date: 03/01/2023 | End Date: 03/31/2023



ZONES	INCIDENT TYPE	COUNT
City Limits - City Limits		
	321 - EMS call, excluding vehicle accident with injury	13
	322 - Motor vehicle accident with injuries	1
	412 - Gas leak (natural gas or LPG)	1
	442 - Overheated motor	1
	553 - Public service	2
	554 - Assist invalid	1
	611 - Dispatched & cancelled en route	4
	735 - Alarm system sounded due to malfunction	1
	745 - Alarm system activation, no fire - unintentional	2
	Total Incidents for City Limits - City Limits:	26
Furman Area - Furman Area		
	321 - EMS call, excluding vehicle accident with injury	5
	531 - Smoke or odor removal	1
	611 - Dispatched & cancelled en route	2
	744 - Detector activation, no fire - unintentional	2
	745 - Alarm system activation, no fire - unintentional	1
	Total Incidents for Furman Area - Furman Area:	11
Total Count for all Zone:		37

## Summary Report By Month 2023

[illegible]

# MUNICIPAL COURT REMITTANCE FORM FOR STATE'S PORTION OF REVENUE

To City Treasurer of Travelers Rest

For The Month Of MARCH 2023

## Municipal Court Cases

Total Fines		\$	<u>6,497.10</u>
Conviction Surcharges		\$	<u>250.00</u>
DUI Assessment		\$	<u></u>
DUS Assessment	\$ <u></u>	\$	<u>300.00</u>
Insurance Fraud (See Form A)	\$ <u></u>		
Cruelty to Animals (See Form B)	\$ <u></u>		
Wildlife	\$ <u></u>		
Size & Weight	\$ <u></u>		
Carrier of Household Goods and Hazardous Waste	\$ <u></u>		
Other Assessments		\$	<u>9,336.83</u>

## Transfer Cases from General Sessions Court

Fines	\$	<u></u>
Conviction Surcharge	\$	<u></u>
DUI Assessment	\$	<u></u>
Other Assessments	\$	<u></u>
Bond Estreatments	\$	<u></u>
TOTAL	\$	<u>16,383.93</u>

Signed J. Twitty  
Municipal Judge

Date April 6, 2022

## ATTACHMENT F

Total Amount Allocated to State \$ 8,821.22

Total Amount Allocated to Victim Assistance Fund \$ 1,065.61



**THE HONORABLE CURTIS M. LOFTIS, JR.**  
State Treasurer

Municipal Name: \_\_\_\_\_ Municipal Code: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Collection Period Beginning (Month/Year): \_\_\_\_\_ Collection Period Ending (Month/Year): \_\_\_\_\_

**SOUTH CAROLINA STATE TREASURER'S REVENUE REMITTANCE FORM**

LINE	FINES, FEES AND FILING FEE/ASSESSMENT	%	CODE	AMOUNT DUE	LINE
A	Public Defender Application Fee - \$40 Per Application	100%	17-3-30		A
B	Body Piercing	100%	44-32-120		B
C	Marriage License Fee - Additional \$ 20 Per License	100%	20-1-3 75		C
D	Bond Estreatment	25%	17-15-260		D
DA	Municipal Conditional Discharge Fee-\$150	100%	44-53-450(C)		DA
DB	Violations of State Shellfish Laws	33%	44-1-152		DB
DC	Criminally Negligent Use of Firearms/Archery Tackle	100%	50-1-85		DC
DD	Highway Work Zone – Department of Public Safety	65%	56-5-1535		DD
DE	Highway Work Zone – State Highway Fund	25%	56-5-1535		DE
DF	Public Disorderly Conduct <i>(New as of 7/1/2019)</i>	100%	16-17-530		DF
<b>DUI/DUS/BUI - ASSESSMENTS/SURCHARGES/ PULLOUT</b>					
E	Boating Under the Influence (BUI)	100%	50-21-114		E
F	Municipal DUS DPS Pullout - \$100	100%	56-1-460		F
G	Municipal DUI Assessment- \$12 Per Case	100%	56-5-2995		G
H	Municipal DUI Surcharge - \$100 Per Case	100%	14-1-211		H
I	Municipal DUI DPS Pullout- \$100	100%	56-5-2930 & 2945		I
IA	DUI/DUAC Breathalyzer Test Conviction Fee-SLED \$25	100%	56-5-2950(E)		IA
<b>SURCHARGES</b>					
J	Municipal Drug Surcharge - \$150 Per Case	100%	14-1-213(A)		J
K	Municipal Law Enforcement Surcharge - \$25 Per Case	100%	14-1-212(A)		K
KA	Municipal Criminal Justice Academy \$5 Surcharge / <i>Terminated 6/30/16</i>	100%	14-1-240(A)		KA
<b>OTHER ASSESSMENTS - STATE SHARE</b>					
L	Municipal- 107.5%	88.84%	14-1-208		L
LA	Municipal Traffic Education Program \$140 Application Fee	90.83%	17-22-350(C)		LA
M	<b>TOTAL REVENUE DUE TO STATE TREASURER</b>				M

PLEASE FILL IN THE AMOUNTS RETAINED BY YOUR OFFICE IN THE TABLE BELOW. THIS SECTION IS FOR REPORTING PURPOSES ONLY. DO NOT REMIT THESE AMOUNTS TO THE STATE TREASURER.

LINE	RETAINED BY MUNICIPAL FOR VICTIM SERVICES	%	CODE	AMOUNT RETAINED	LINE
N	Assessments-Municipal	11.16%	14-1-208		N
O	Surcharges-Municipal	100%	14-1-211		O
OA	Other Assessments-Municipal	9.17%	17-22-350(C)		OA
P	<b>TOTAL RETAINED FOR VICTIM SERVICES</b>				P

Comments: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Contact Person Email: \_\_\_\_\_

I, Municipal Treasurer, certify that the foregoing information is true and accurate.

Municipal Treasurer Signature: \_\_\_\_\_  
Municipal Treasurer Email: \_\_\_\_\_

**\*Note:** This report is required by law to be filed monthly, on or before the 15th, by the Municipal Treasure, even if there are no Collections.  
Form can be emailed to [court.fines@sto.sc.gov](mailto:court.fines@sto.sc.gov). If form is filed by fax, please confirm with Marty Woods (Phone: 803.734.2657) **PRIOR** to transmission.

## Travelers Rest Planning Report

### Projects in Entitlement Process

Project Name	Address	Request	PC #	Ordinance #	Acreage	Lots	Density
					<b>0.00</b>	<b>0.00</b>	

### Preliminary Subdivisions Approved

Project Name	Address	Date Approved	Zoning	Type	Acreage	Lots	Density
Magnolia Cottages Ph II	Magnolia Dr and Thomas Dr	07/12/20	R-M	Townhomes	1.11	22	19.82
Parkside Village	Center St and S Poinsett	11/23/21	R-M	Townhomes	2.51	29	11.55
The Refuge	N Main St and Glenview Rd	11/29/22	FRD	SF Housing	9.54	43	4.51
					<b>13.16</b>	<b>94</b>	

### Approved Projects In Permitting

Project Name	Address	Status	Zoning	Type	Acreage	Units	Density
Gateway Village	Hawkins Rd	Land Disturbance	TH	Townhomes	11.90	58	4.87
Spring Park	Hwy 276	Land Disturbance	PD	SF Housing	35.27	54	1.53
Whitehawk Meadows	Hawk Valley Dr and School St	Land Disturbance	R-7.5	SF Housing	69.23	165	2.38
					<b>116.40</b>	<b>277</b>	

### Projects Under Construction

Project Name	Address		Zoning	Type	Acreage	Units	Density
Hawkins Park	Hawkins Rd		R-M	Town Homes	8.14	62	7.62
Pinestone Apartments	Roe Rd		PD-R	Multi-Family	14.40	250	17.37
Pinestone					40.83		
Detached	Roe Rd and State Park Rd		PD-R	Detached		70	
Attached	Roe Rd and State Park Rd		PD-R	Attached		37	
Tri-/Quad-Plex	Roe Rd and State Park Rd		PD-R	Tri-/Quad-Plex		12	
Live/Work	Roe Rd and State Park Rd		PD-R	Live/Work		1	
Wethington Place	Trailblazer Dr and Watson Rd		R-M	Townhomes	6.28	42	6.69
					<b>69.65</b>	<b>474</b>	

### Short Term Rentals/Lodging Projects

Approved in March 2023	Total Approved
2	31



**The City of Travelers Rest**  
125 Trailblazer Drive  
Travelers Rest, SC 29690  
(864) 834-8740

Public Notice: N/A

***PLANNING  
COMMISSION***

**REGULAR MEETING**

**AGENDA**

---

DATE OF MEETING: **March 28, 2023**

TIME OF MEETING: 6 PM

LOCATION: Council Chambers

**1. OPENING**

- a. Call to Order & Opening Remarks
- b. Roll Call
- c. Approval of Minutes – November 29, 2022

**2. NEW BUSINESS**

- a. TR23-01 – Pinestone PD – State Park Road Warehouses Final Development Plan (FDP) Review
- b. TR23-02 – Pinestone PD – Minor Change
- c. Five Year Comprehensive Plan Review – Overview and Discussion

**3. OTHER BUSINESS**

- a. Discussion of Planning Commission regularly scheduled meeting dates

**4. ADJOURN**





**CITY OF TRAVELERS REST  
PLANNING & ZONING DEPARTMENT  
PLANNING COMMISSION**

**AGENDA ITEM**

March 28, 2023

- CASE NUMBER:** TR 23-01
- SUBJECT:** Final Development Plan (FDP) Review
- APPLICANT:** Jeffery B. Randolph - Pinestone Opportunity Fund LLC and South End Circle LLC
- LOCATION:** State Park Road and Lumpkin Street
- TAX MAP  
NUMBER(S):** 0485000101203, 0485000100200 & 048500100201
- REQUEST:** The applicant requests approval of a Final Development Plan for a 4+ acre portion of the Pinestone PD at the corner of State Park Road and Lumpkin Street, in accordance with the Pinestone Planned Development (PD) Preliminary Development Plan and Statement of Intent as approved by City Council via Ordinance #O-09-22.
- BACKGROUND:** The City of Travelers Rest Zoning Ordinance states that no building permit or certificate of occupancy shall be issued in a PD district until the Planning Commission, acting upon the recommendation of the Planning Commission staff, has approved and there is recorded a Final Development Plan (FDP) meeting the requirements of Section 5:9.13 of the Travelers Rest Zoning Ordinance.
- REVIEW  
CRITERIA:** Section 5:13.9 of the Travelers Rest Zoning Ordinance specifies that the submitted FDP shall be submitted to the City of Travelers Rest. The FDP shall set forth specific design characteristics of the PD in accordance with the previously approved Preliminary Development Plan and Statement of Intent and shall include but not be limited to the following information:
- A. Vicinity map, title block, scale, north arrow, and property line survey.  
*Staff note: Complete via Final Development Plan*
  - B. Location and proposed use of all buildings or structures within the Planned Development and gross square footage.  
*Staff note: Complete via Final Development Plan*

C. Names of boundary streets.

*Staff note: Complete via Final Development Plan*

D. Number of residential dwelling units by type and number of bedroom units in each.

*Staff note: N/A*

E. Location of any utility easements.

*Staff note: Complete via Utility Easement Plan (Exhibit E) and Utility Easements Plan*

F. Total floor area for all nonresidential uses by type.

*Staff note: Complete via Final Development Plan*

G. Open space areas, specifying the proposed treatment or improvements of all such areas and delineating those areas proposed for specific types of developed recreational facilities.

*Staff note: Complete via Final Development Plan*

H. All off-street parking and loading areas, structures, the total number of spaces, and the dimensions.

*Staff note: Complete via Final Development Plan*

I. The number of acres devoted to each land use.

*Staff note: Complete via Final Development Plan*

J. Sketches and/or elevations of typical buildings/structures and their design standards.

*Staff note: Complete via Building Plans*

K. The site's traffic circulation plan, including the location of curb cuts and points of ingress/egress, and also including the location and width of all streets, drives, medians, service areas, dumpster pads, entrances to parking areas, etc.

L. The site's lighting plan, including the location, height, and type of all exterior fixtures.

*Staff note: Completed via Conceptual Lighting Plan*

M. The site's Landscape, Screening/Buffer Plan.

*Staff note: Completed via Landscape Plan*

N. The site's Signage Plan, which includes all exterior signage of the development.

*Staff note: Samples are included via Signage renderings*

O. Yard dimensions from the development boundaries and adjacent streets.

*Staff note: Complete via Final Development Plan*

P. A letter from the City Engineer stating that a detailed drainage plan has been submitted and approved.

*Staff note: Form attached from Alliance Engineering, dated 11/13/2019*

Q. Other such information or descriptions as may be deemed reasonably appropriate for Planning Commission review.

**CONCLUSION:**

The Planning Commission, acting upon the recommendation of the planning staff, may approve or disapprove the Final Development Plan submitted by the applicant. In reviewing the Final Development Plan, the Planning Commission may require any such design modifications as necessary to assure compliance with the approved Preliminary Development Plan. In the event that the Planning Commission finds that the Final Development Plan is not in accordance with the approved Preliminary Development Plan, it shall disapprove the final plan.

If approved by the Planning Commission, it is the responsibility of the applicant to ensure that the Final Development Plan and Statement of Intent are recorded properly with Greenville County Register of Deeds.

This review is only for that portion of the Pinestone PD under consideration, that being the 4+ acre former Warehouse site as approved by City Council via Ordinance #O-09-22.

**STAFF REC'D:**

Based on its findings, Staff recommends approval of this Final Development Plan as presented, with two conditions:

- The proposed sidewalk along the eastern side of Lumpkin Street shall be revised to a multi-use pathway; in addition the proposed mid-block crossing shown across Lumpkin Street at the southwest corner of the FDP shall be removed. These changes will enhance the usability and safety of the entire road network for this planned community.
- All signage must be reviewed and permitted at time of permitting.

**PC:**

Planning Commission voted to approve the Final Development Plan by a vote of 5-0 at the March 28, 2023 regularly scheduled meeting.



**CITY OF TRAVELERS REST  
PLANNING & ZONING DEPARTMENT  
PLANNING COMMISSION**

**AGENDA ITEM**

March 28, 2023

<b>CASE NUMBER:</b>	TR 23-02
<b>SUBJECT:</b>	Minor Changes to Pinestone PD
<b>APPLICANT:</b>	Jeffery B. Randolph - Pinestone Opportunity Fund LLC and South End Circle LLC
<b>LOCATION:</b>	State Park Road, Lumpkin Street, Roe Road, and South End Circle
<b>TAX MAP</b>	
<b>NUMBER(S):</b>	Multiple
<b>REQUEST:</b>	The applicant requests approval of Minor Changes to the Pinestone PD Statement of Intent, in accordance with the Pinestone Planned Development (PD) Preliminary Development Plan and Statement of Intent as approved by City Council via Ordinance #O-03-19. A list of proposed changes is attached to this report as Item A.
<b>BACKGROUND:</b>	The City of Travelers Rest Zoning Ordinance states that Minor Changes to a PD district may be approved by the Planning Commission, acting upon the recommendation of the Planning Commission staff, provided that no minor change may be approved by the Planning Commission which is in conflict with specific conceptual considerations previously contained in City Council's preliminary approval.
<b>CONCLUSION:</b>	The Planning Commission, acting upon the recommendation of the planning staff, may approve or disapprove the Minor Change requested by the applicant.
<b>STAFF REC'D:</b>	Based on its findings, Staff recommends approval of the Minor Changes to the Pinestone Planned Development as described in attachment Item A of this report. These changes are of a design nature and do not alter the original concept or use characteristics of the approved Pinestone PD. Any additional changes to the PD will require additional review and approval by the Planning Commission.
<b>PC:</b>	The Planning Commission voted to approve all minor changes requested, by a vote of 5-0 at their March 28, 2023 regularly scheduled meeting.

Date: February 28, 2023

To: Mayors, Managers, Administrators, Clerks and  
Local Revenue Service Contacts

From: Caitlin Cothran, Manager for Local Revenue Services

Re: Ordinance, Agreement, and Supplement for Local Revenue Service Programs  
**PROMPT ACTION REQUIRED**

---

For many years, the Municipal Association has offered collection programs for certain business license taxes. These programs include the Insurance Tax Collection Program, the Brokers Tax Collection Program, and the Telecommunication Tax Program. The Municipal Association has collectively rebranded these programs as Local Revenue Services and has renamed the three business license programs as the Insurance Tax Program (ITP), the Brokers Tax Program (BTP), and the Telecommunication Tax Program (TTP).

In addition, by Act 176 of 2020,<sup>1</sup> the General Assembly standardized business licensing in the State of South Carolina. Following the adoption of this Act, the Municipal Association provided a revised model business license ordinance. Every municipality in the State has adopted a revised business license ordinance based on Act 176 and the new model ordinance.

As a result of the Local Revenue Services rebranding and the adoption of new local business license ordinances under Act 176, the Association is required to update the ordinances and agreement by which municipalities may participate in Local Revenue Services. Please note as follows:

- There are THREE attachments to this memo: (1) an ordinance to participate in Local Revenue Services, (2) an intergovernmental agreement for the programs, and (3) a program participant supplement by which a municipality elects which programs to join.
- In order to continue to participate in Local Revenue Services, **your municipality must (1) enact the attached ordinance and, (2) once the ordinance is enacted, sign the attached agreement and supplement.**
- The ordinance must be **completed where highlighted and then enacted exactly as written.**
- The agreement must be **signed exactly as written.**
- The supplement must be **completed where highlighted and then signed exactly as written.**
- The Setoff Debt Program is not affected by the attached documents, which relate only to ITP, BTP, and TTP.
- The Association must have a certified copy of your amended ordinance, together with the original signed agreement and supplement, by **May 26, 2023**. We will send you a copy of the final agreement with the Municipal Association's signature for your file. If you require an original signed agreement for your files, provide two signed agreements to the Municipal Association.

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<sup>1</sup> The Business License Standardization Act, found at S.C. Code Sec. 6-1-400 to -420.

The new program documents will not substantially change the operation of the Local Revenue Services programs from your perspective. The Municipal Association will continue to administer and collect business license taxes within ITP, BTP, and TTP. The rates for the Municipal Association's services will remain exactly the same as they are now. Finally, distributions of collected amounts will be made in the same manner and at approximately the same times as they are now.

The substantial changes to the Local Revenue Services programs are as follows:

- The new agreement is an intergovernmental agreement among all of the participating governments, rather than a series of standalone agreements.
- Local Revenue Services will act in its own name as a division of the Municipal Association and will be governed by a committee of the Municipal Association's Board of Directors.
- The terms on which the Municipal Association is delegated the authority to resolve litigation on behalf of its members have been clarified.
- An appeals process, as required by and consistent with Act 176, has been formally adopted.

If you have questions about the attached documents, please contact Caitlin Cothran at (803) 354-4786 or [ccothran@amsc.sc](mailto:ccothran@amsc.sc).

If your municipal attorney has questions about the attached documents, please direct him or her to contact Eric Shytle, General Counsel of the Municipal Association, at (803) 933-1214 or [eshytle@masc.sc](mailto:eshytle@masc.sc).

## LOCAL REVENUE SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, by and among the Municipal Association of South Carolina (the "Association") and all the parties who are now or may hereafter become participants ("Participants") in South Carolina Local Revenue Services, a division of the Association ("LRS"),

### WITNESSETH:

**WHEREAS**, certain governmental functions may be more efficiently and effectively provided in cooperation with other governments, particularly when the sharing of such functions may deliver economies of scale, avoid redundancies in staffing, facilitate intergovernmental communication and coordination, benefit the citizens and taxpayers of the State by offering single points of contact, and allow retention of highly trained and specialized staff or private contractors in situations in which it would not be cost effective for a single government to retain such professionals;

**WHEREAS**, Article VIII, sec. 13 of the South Carolina Constitution provides that any incorporated municipality "may agree with . . . any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof," and that "[n]othing in this Constitution may be construed to prohibit the State or any of its counties, incorporated municipalities, or other political subdivisions from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State;"

**WHEREAS**, S.C. Code § 4-9-41(A) provides that any "incorporated municipality ... may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution;"

**WHEREAS**, certain municipalities in the State have determined that it would be effective and efficient to jointly perform certain functions, including without limitation the business license functions more fully described below;

**WHEREAS**, LRS is a division of the Association and a committee of the board of directors of the Association and will establish or continue one or more Revenue Service Programs (as hereinafter defined); and

**WHEREAS**, the Participants, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to authorize LRS to perform the functions and exercise the powers herein described;

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each signatory hereof to the other, the parties hereto agree as follows:

**Section 1. Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "Appeals Board" means the board created pursuant to Section 8 hereof for purposes of hearing and determining appeals under this Agreement.
- (b) "Association" means the Municipal Association of South Carolina.
- (c) "Gross Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the total amount of Impositions collected by LRS during such period.
- (d) "Imposition" means any tax, fee, rate, charge, fine, penalty, or interest charge that has been lawfully imposed by a Participant and for which a Revenue Service Program has been established. Such Impositions include, without limitation, Statewide Business License Taxes.
- (e) "LRS" means South Carolina Local Revenue Services, established by this Agreement.
- (f) "LRS Board of Directors" means the board of directors of LRS.
- (g) "LRS Business License Official" shall mean the person designated from time to time by the LRS Board of Directors to act as the business license official (as such term is used in S.C. Code §§ 6-1-400 to -420) with respect to one or more Revenue Service Programs. The LRS Board of Directors may, but need not, designate different persons as the LRS Business License Official for different Revenue Service Programs.
- (h) "Participant" means a local government that has become a participant in LRS by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart.
- (i) "Net Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the amount of Gross Proceeds that remain for distribution to Participants after the payment of operation and maintenance expenses (including, without limitation, LRS's compensation) for such period.
- (j) "Revenue Service Programs" means any one or more programs established or continued by LRS to administer, assess, collect, and enforce Impositions. Such Revenue Service Programs may include, without limitation, programs for the administration, assessment, collection, and enforcement of Statewide Business License Taxes.
- (k) "S.C. Code" means the South Carolina Code of Laws of 1976, as amended.
- (l) "State" means the State of South Carolina.
- (m) "Statewide Business License Taxes" means business license taxes that, pursuant to the S.C. Code, are applicable in a manner or at a rate that applies throughout the State. Such business license taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code; and such other business license taxes as may now or hereafter be made



applicable throughout the State in a manner or at a rate that has been established by State law.

**Section 2. Authorization of LRS.** The municipalities that are initial signatories hereto do hereby establish LRS and authorize it to perform the functions and exercise the powers described in this Agreement. The functions to be performed hereunder are more specifically described in Section 5 below and the powers to be exercised are more specifically described in Section 6 below. The Participants, regardless of their respective dates of admission to LRS, further agree as follows:

- (a) The functions and powers described in this Agreement would be more efficiently and effectively performed and exercised in cooperation with other governments through LRS;
- (b) The Participants shall comply with the conditions of this Agreement and, by joining LRS, shall jointly perform the functions and exercise the powers herein described by contract with LRS.

**Section 3. Participation.** The right to participate in LRS shall be limited to local governments within the State. A qualifying entity may become a Participant by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart. LRS shall be sole judge of whether an applicant shall be admitted as a Participant. A Participant may be suspended or expelled by the LRS Board of Directors from LRS, provided that such suspension or expulsion shall not be effective until 30 days after written notice of suspension or expulsion has been mailed to it.

**Section 4. LRS Board of Directors.** LRS shall be governed by a Board of Directors containing five Directors. The members of the Association's Executive Committee (comprising the President, First Vice President, Second Vice President, Third Vice President, and Immediate Past President of the Association) shall serve *ex officio* as Directors of LRS, with terms of office coterminous with their terms as officers of the Association. The President of the Association, or in his or her absence the First Vice President of the Association, shall serve as chair at meetings of the LRS Board of Directors. With respect to LRS's officers, the members of the LRS Board of Directors shall occupy the same offices as they do with respect to the Association.

**Section 5. Functions of LRS.** LRS may, and at the direction of and subject to the control of the LRS Board of Directors shall, establish or continue one or more Revenue Service Programs including, without limitation, for the administration, assessment, collection, and enforcement of Statewide Business License Taxes and other Impositions related to Statewide Business License Taxes. LRS's functions with respect to the Revenue Service Programs shall include, without limitation, training employees; developing resources to assist business license functions; making necessary investigations into entities or individuals subject to Impositions; developing databases for the application, calculation, allocation, and distribution of Impositions; establishing procedures for determining and calculating the amounts due as Impositions; communicating with entities or individuals subject to Impositions; collecting current and delinquent Impositions; initiating, defending, managing, resolving, and settling disputes or litigation matters that affect more than

one Participant; and acquiring, licensing, developing, improving, maintaining, and protecting software and other information technology infrastructure.

**Section 6. Powers of LRS.** LRS shall have the following powers:

- (a) adopt bylaws for the regulation of its affairs and the conduct of its business and prescribe rules and policies and promulgate regulations in connection with the performance of its functions and duties;
- (b) adopt an official seal and alter it at its pleasure;
- (c) maintain an office at a place it determines;
- (d) sue and be sued in its own name and plead and be impleaded;
- (e) require documentation of amounts due from taxpayers, including without limitation by requiring reconciliation reports in which the taxpayer provides sufficient information to verify whether revenues of the taxpayer are appropriate for exclusion as non-municipal revenues and to determine the proper allocation of Impositions among Participants;
- (f) receive, administer, and comply with the conditions and requirements of a gift, grant, or donation of property or money;
- (g) acquire by purchase, lease, gift, or otherwise, or obtain options for the acquisition of, any property, real or personal, improved or unimproved, including an interest in land less than the fee thereof in conformity with state law;
- (h) sell, lease, exchange, transfer, mortgage, or otherwise dispose of, or grant options for any such purposes with respect to, any real or personal property or interest therein in conformity with state law;
- (i) make and execute contracts, agreements, or other undertakings with such agents, service contractors, persons, firms, corporations, and attorneys as it deems appropriate to perform its functions and exercise its powers;
- (j) acquire, license, develop, improve, maintain, and protect software and other information technology infrastructure;
- (k) employ professionals, support staff, attorneys, appraisers, financial advisors, and other consultants and employees as required in the judgment of LRS and fix and pay their compensation from funds available to LRS for that purpose;
- (l) transact any lawful business that will aid the purposes and functions of LRS;
- (m) make payments or donations, or do any other act, not inconsistent with law, that furthers the business and affairs of LRS; and
- (n) do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of LRS

**Section 7. Attorney-in-Fact Designation; Dispute Resolution and Conduct of Litigation.** Each

Participant hereby appoints LRS and its designees as its agent and attorney-in-fact to act on its behalf with respect to Impositions. As agent and attorney-in-fact, LRS shall be fully empowered to initiate, defend, manage, resolve, and settle any disputes or litigation (whether in its own name or in the name of the Participants) relating to Impositions owing or payable to one or more Participants; to pay all expenses, costs, and judgments that might be incurred against LRS when acting on behalf of its Participants for communication, investigation, negotiation, enforcement, defense, or settlement with respect to Impositions; and to take all other actions as may be necessary to administer, collect, investigate, enforce, and implement the Revenue Service Programs. Each Participant, pursuant to Rule 17 of the S. C. Rules of Civil Procedure and Rule 17 of the Federal Rules of Civil Procedure, specifically acknowledges the standing of LRS to prosecute a civil action for collection in its behalf and hereby ratifies any such action that LRS may commence.

The LRS Board of Directors may, by majority vote, authorize a third party (including without limitation the Association) to act as attorney-in-fact to the same extent as set forth in this section on behalf of the Participants.

LRS's authority to initiate, defend, manage, resolve, and settle disputes and litigation shall be subject to the following terms and conditions:

- (a) If, with respect to any particular dispute, a proposed compromise or settlement would reduce the amount asserted by LRS to be payable to an individual Participant by more than ten percent (10%) of the total amount remitted by LRS to such Participant in the immediately preceding year for the relevant Revenue Service Program, then, notwithstanding subsections 7(b) and 7(c) below, LRS shall be required to secure the written consent of such Participant before compromising or settling such dispute with respect to such Participant. Otherwise, LRS shall be entitled to compromise or settle such dispute on behalf of each Participant without further authorization by such Participants beyond that contained herein.
- (b) Any proposed compromise or settlement that would result in a reduction of \$100,000 or less from the amount originally claimed to be due and owing by LRS may be approved or denied by LRS without separate approval by the LRS Board of Directors. The LRS Board of Directors shall, by appropriate action from time to time, designate one or more staff members or contractual counterparties who are authorized to compromise or settle such disputes.
- (c) Any proposed compromise or settlement that would result in a reduction of more than \$100,000 from the amount originally claimed to be due and owing by LRS must be approved or denied by the LRS Board of Directors.

- (d) Any proposed compromise or settlement that would result in a waiver of penalties, interest, late charges, or other amounts owing due to late payment of an Imposition must be approved or denied by the LRS Board of Directors.

**Section 8. Appeals Process.** The Participants acknowledge that, pursuant to local ordinances, regulations, and rules, each Participant has its own procedures by which matters relating to the calculation, assessment, and collection of business license taxes may be appealed. With respect to Impositions subject to this Agreement, however, each Participant has enacted a local ordinance by which appeals relating to such Impositions are excluded from the otherwise applicable local ordinance. Each Participant agrees that the appeals process described in this Section shall apply to all appeals relating to Impositions subject to this Agreement. Each Participant hereby consents to the adoption of the appeals process described in this Section; specifically declares its intention that such appeals process shall be deemed an exception to its otherwise applicable local ordinances, regulations, and rules; and agrees that it has or will approve such appeals process by appropriate local action.

- (a) There is hereby created a board for purposes of hearing appeals pursuant to this Section (the "Appeals Board"). The Appeals Board shall contain three members. The President of the Association, the Executive Director of the Association, and the President of the South Carolina Business Licensing Officials Association ("BLOA") shall each serve *ex officio* as members of the Appeals Board, with terms of office coterminous with their terms as officers of the Association or BLOA, as appropriate. The President of the Association, or in his or her absence the Executive Director of the Association, shall serve as chair at meetings of the Appeals Board.
- (b) With respect to the calculation, assessment, and collection of Impositions, the following appeals process, as required by Section 6-1-410, shall apply.
- (1) If a taxpayer fails or refuses to pay an Imposition by the date on which such Imposition is due, the LRS Business License Official may serve notice of assessment of the Imposition due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.
- (2) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS

in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.

- (3) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

**Section 9. LRS May Be Separately Organized.** Hereafter, the LRS Board of Directors may determine, for corporate governance, recordkeeping, and operational purposes, that LRS should be established as a separate entity, either under the South Carolina Nonprofit Corporation Act, currently codified at Title 33, Chapter 31 of the S.C. Code, or otherwise. If the LRS Board of Directors so determines, it may take all such actions as may be necessary to organize LRS as a separate entity without further approval by the Participants, provided that such organization shall not otherwise vary or modify the terms of this Agreement except to the extent necessary to reflect the new organizational structure of LRS.

**Section 10. Participation in a Revenue Service Program.** A Participant may elect to participate in a Revenue Service Program by signing and delivering a separate supplement to this Agreement with respect to such Revenue Service Program (each, a "Participant Program Supplement"). The Participant Program Supplements shall be substantially identical within each Revenue Service Program. The form of the Participant Program Supplement is attached hereto as Appendix A.

**Section 11. Collection of Impositions; Distributions; Payment for Services; Prohibition on Lobbying Activity.**

- (a) LRS shall collect, subject to the Participant Program Supplements, all Impositions subject to this Agreement.

- (b) The Participants will compensate LRS for its services. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of each Participant within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Participants acknowledge that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to each Participant separately within each Revenue Service Program. Hereafter, and notwithstanding Section 13 below, the LRS Board of Directors by majority vote may amend the compensation method by giving notice to all participating Participants at least ninety days prior to the effective date of such amendment. Such amendment shall become effective after the ninety-day notice period with respect to each Participant without further action by such Participant, provided that such Participant may withdraw from participation at any time within ninety days after notice of the amendment is provided.
- (c) LRS will regularly, and not less than once in each calendar quarter, distribute the Net Proceeds to Participants.
- (d) No funds or personnel of LRS may be used or employed to influence any election; support or oppose any partisan organization; support or oppose the enactment, repeal, or modification of any federal or state legislation; or seek to influence any federal or state local government officials in the discharge of their official functions.

**Section 12. Fiscal Year.** LRS shall operate on a fiscal year from 12:01 a.m. January 1 of each year to 12:00 midnight December 31 of the succeeding year (the “LRS Year”). Application for participation, when approved in writing by LRS shall constitute a continuing contract for each succeeding LRS Year unless cancelled by LRS.

**Section 13. Amendment.** This Agreement may be amended by an agreement executed by those Participants constituting a majority of the Participants in LRS during the current LRS Year. In lieu of this amendment procedure, the Participants hereby appoint a 4/5 majority (i.e., at least four Directors) of the LRS Board of Directors agents to make any amendments to this Agreement that would not fundamentally alter the contemplated arrangement. Written notice of any amendment proposed for adoption by the LRS Board of Directors shall be mailed to each Participant not less than 30 days in advance. Written notice of amendments finally adopted by the LRS Board of Directors shall be mailed to each Participant not more than 30 days after adoption.

**Section 14. Terms Applicable on Admission.** Any entity that formally applies to participate in LRS and is accepted by LRS shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof. A Participant may withdraw from participation by delivery of written notice of withdrawal at least 90 days prior to the end of an LRS Year, to be effective as of the end of such LRS Year.

**Section 15. Term; Dissolution.** LRS has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to LRS shall continue for an indefinite period. However, the LRS Board of Directors reserves the right at any time to terminate LRS by a written instrument to that effect executed by at least four-fifths (4/5) of the members of the LRS Board of Directors. Such written termination notice shall be delivered to each Participant no less than 120 days prior to the effective date of termination. In the event of such termination, Participant contributions shall cease as of the date of termination and the assets then remaining in the fund shall continue to be used and applied, to the extent available, for the (a) payment of claims arising prior to such termination and (b) payment of reasonable and necessary expenses incurred in such termination. Any monies or other assets thereafter remaining in LRS shall be distributed pro rata to the Participants in LRS as of the day of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the LRS Board of Directors shall continue to serve for such period of time and to the extent necessary to effectuate termination of LRS.

*[signatures appear on following page]*

**IN WITNESS WHEREOF**, the Participants listed below acknowledge their participation in LRS and acceptance of obligations thereunder, by the due execution hereof, following appropriate governmental body approval, by its mayor or other duly authorized official. Further, LRS has caused these presents to be signed by its President and attested by its Vice President.

**MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

---

B. Todd Glover, Executive Director

**LOCAL REVENUE SERVICES, A DIVISION OF THE  
MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

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Mayor Rick Osbon, President of LRS

**ATTEST:**

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Mayor Barbara Blain-Bellamy, Vice President of LRS



**PARTICIPANT SIGNATURE PAGE**

**CITY OF TRAVELERS REST OF TRAVELERS REST,  
SOUTH CAROLINA**

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Brandy Amidon  
Mayor

**ATTEST:**

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Amanda Connolly  
City Clerk

## **APPENDIX A: FORM OF PARTICIPANT PROGRAM SUPPLEMENT**

**WHEREAS**, the [Town/City] of [Name of Municipality] (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

**WHEREAS**, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

**WHEREAS**, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

**WHEREAS**, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

**WHEREAS**, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

**NOW, THEREFORE**, the Municipality hereby agrees with LRS as follows:

**Section 1. Participation in Revenue Service Programs.** The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: [ITP / BTP / TTP].

**Section 2. Term.** This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

**Section 3. Payment for Services.** The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

**Section 4. Expenses; Fund Accounting.** (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

**Section 5. Special Provisions for BTP.** (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the "Brokers Insurance Statute"), the Municipality designates the Municipal

Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance ("DOI") and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

## **PARTICIPANT PROGRAM SUPPLEMENT**

**WHEREAS**, the City of Travelers Rest of Travelers Rest, South Carolina (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

**WHEREAS**, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

**WHEREAS**, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

**WHEREAS**, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

**WHEREAS**, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

**NOW, THEREFORE**, the Municipality hereby agrees with LRS as follows:

**Section 1. Participation in Revenue Service Programs.** The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: [ITP / BTP / TTP].

**Section 2. Term.** This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

**Section 3. Payment for Services.** The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

**Section 4. Expenses; Fund Accounting.** (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

**Section 5. Special Provisions for BTP.** (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the "Brokers Insurance Statute"), the Municipality designates the Municipal Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance ("DOI") and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

**CITY OF TRAVELERS REST OF TRAVELERS REST,  
SOUTH CAROLINA**

---

Brandy Amidon  
Mayor

**ATTEST:**

---

Amanda Connolly  
Title: City Clerk

## **AN ORDINANCE**

**AUTHORIZING AND DIRECTING THE CITY OF TRAVELERS REST OF TRAVELERS REST, SOUTH CAROLINA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT RELATING TO SOUTH CAROLINA LOCAL REVENUE SERVICES; TO PARTICIPATE IN ONE OR MORE LOCAL REVENUE SERVICE PROGRAMS; TO EXECUTE AND DELIVER ONE OR MORE PARTICIPANT PROGRAM SUPPLEMENTS; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the City of Travelers Rest of Travelers Rest, South Carolina (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

**WHEREAS**, under State law, certain business license taxes are applicable in a manner or at a rate that applies throughout the State ("Statewide Business License Taxes");

**WHEREAS**, such Statewide Business License Taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; and to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

**WHEREAS**, the Municipal Association of South Carolina (the "Association") has previously established local revenue service programs in which the Association administers Statewide Business License Taxes on behalf of and for the benefit of participating municipalities;

**WHEREAS**, such local revenue service programs include a program known as the Insurance Tax Program ("ITP") that administers business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; a program known as the Brokers Tax Program ("BTP") that administers business license taxes applicable to brokers under Title 38, Chapter 45 of the S.C. Code; and a program known as the Telecommunications Tax Program ("TTP") that administers business license taxes applicable to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

**WHEREAS**, the Municipality currently participates in [ITP, BTP, and TTP];

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. [O-2-23] on [May 18, 2023], in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

**WHEREAS**, in connection with the enactment of the Standardization Act and the adoption of locally compliant business license ordinances, the municipalities of the State have determined that it would be advisable and prudent to update the existing local revenue service programs;

**WHEREAS**, in particular, the municipalities of the State have determined to establish and join South Carolina Local Revenue Services (“LRS”) by intergovernmental agreement, which among other things will administer Statewide Business License Taxes on behalf of its participants, including but not limited to by continuing to offer the services provided by the ITP, BTP, and TTP;

**WHEREAS**, Article VIII, Section 13(A) of the South Carolina Constitution provides that “(a)ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof;”

**WHEREAS**, the City of Travelers Rest Council of the Municipality (the “Council”) now wishes to authorize and direct the Municipality to join LRS and to participate in one or more local revenue service programs;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Travelers Rest of Travelers Rest, South Carolina, as follows:

**SECTION 1. Direction to Apply to and Join LRS.** The form of the Local Revenue Services Agreement (the “Agreement”) pursuant to which a municipality may request to participate in LRS and, if approved, become a participant is attached hereto as Exhibit A. The [TITLE OF EXECUTIVE OFFICER] (the “Executive Officer”) is hereby authorized and directed to apply to participate in LRS. If the Municipality’s application is approved by LRS, then the Executive Officer shall execute and deliver a counterpart to the Agreement in substantially the form attached hereto. The Council hereby approves the terms and conditions of and agrees to comply with the Agreement upon the execution and delivery thereof by the Executive Officer.

**SECTION 2. Participation in Local Revenue Service Programs.** The Council determines that, if admitted to LRS, the Municipality will participate in the [ITP, the BTP, and the TTP]. The Executive Officer is hereby authorized and directed to execute and deliver any required Participant Program Supplements (as such term is defined in the Agreement) as may be necessary to participate in such local revenue service programs.

**SECTION 3. Business License Taxes Applicable to Insurance Companies.** Notwithstanding anything in the Current Business License Ordinance to the contrary, the following provisions shall apply to insurance companies subject to Title 38, Chapter 7 of the S.C. Code.

- a) Except as set forth below, “gross premiums” for insurance companies means gross premiums written for policies for property or a risk located within the municipality. In addition, “gross premiums” shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company’s office located in the municipality, (2) the insurance company’s employee conducting business within the municipality, or (3) the office of the insurance company’s licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is

located based on the same premium.

- b) As to fire insurance, “gross premiums” means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.
- c) As to bail bonds, “gross premiums” shall exclude any amounts retained by a licensed bail bondsman as defined in Title 38, Chapter 53 of the S.C. Code for authorized commissions, fees, and expenses.
- d) Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums, or deposit.
- e) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not an office is maintained in the municipality.
- f) The business license tax for insurance companies under Title 38, Chapter 7 of the S.C. Code shall be established at the rates set forth below. Declining rates shall not apply.

**NAICS Code**

524113      **Life, Health, and Accident.** 0.75% of Gross Premiums.

524126      **Fire and Casualty.** 2% of Gross Premiums.

524127      **Title Insurance.** 2% of Gross Premiums.

- g) License taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

**SECTION 4. Business License Tax Applicable to Brokers.** Title 38, Chapter 45 of the S.C. Code (the “Brokers Act”) establishes a blended premium tax rate applicable to brokers of 6 percent, comprising a 4 percent State premium tax and a 2 percent municipal premium tax, each to be collected by the South Carolina Department of Insurance. Pursuant to §§ 38-45-10 and 38-45-60 of the Brokers Act, the Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker’s premium tax.

**SECTION 5. Business License Taxes Applicable to Telecommunication Companies.**

- a) Notwithstanding any other provisions of the Current Business License Ordinance, the business license tax for “retail telecommunications services,” as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by its amendment. Declining rates shall not apply.



- b) The business license tax year for retail telecommunications services shall begin on January 1 of each year. The business license tax for retail telecommunications services shall be due on January 1 of each year and payable by January 31 of that year, without penalty. The delinquent penalty shall be five percent (5%) of the tax due for each month, or portion thereof, after the due date until paid.
- c) In conformity with S.C. Code Section 58-9-2220, the business license tax for “retail telecommunications services” shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.
- d) Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement. All fees collected under such a franchise or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

**SECTION 6. No Exemption for Interstate Commerce.** Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

**SECTION 7. LRS to Appoint Business License Official and to Designate Appeals Board.** Pursuant to the Agreement, LRS is hereby authorized to appoint one or more individuals (each, an “LRS Business License Official”) to act as the Municipality’s business license official for purposes of administering Statewide Business License Taxes. In addition, LRS is hereby authorized pursuant to the Agreement to designate an appeals board (the “Appeals Board”) for purposes of appeals arising with respect to such taxes. The LRS Business License Official so appointed and the Appeals Board so designated shall have all of the powers granted to the Municipality’s business license official and appeals board under the Current Business License Ordinance, except as may be modified by this ordinance.

**SECTION 8. Appeals Process.** With respect to the calculation, assessment, and collection of Statewide Business License Taxes, in lieu of the appeals process described in the Current Business License Ordinance, the following appeals process required by S.C. Code Section 6-1-410 shall apply:

- a) If a taxpayer fails or refuses to pay a Statewide Business License Tax by the date on which it is due, the LRS Business License Official may serve notice of assessment of the Statewide

Business License Tax due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.

- b) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- c) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

**SECTION 9. Repealer, Effective Date.** All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective on the date of final reading.

**ENACTED IN REGULAR MEETING**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Brandy Amidon, Mayor

ATTEST:

---

Amanda Connolly, City Clerk

First reading: April 20, 2023

Final reading: May 18, 2023

-----SPACE ABOVE RESERVED FOR RECORDING PURPOSES-----

Deed Prepared by: Wyche, P. A., P. O. Box 728, Greenville, SC 29602

Return to:

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

### EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (this “Agreement”) is made and dated as of \_\_\_\_\_, 2023, by and between **ROEH LLC**, a South Carolina limited liability company (“ROEH”), **STEPHEN A. BORKLUND a/k/a STEVE BORKLUND**, an individual (“Borklund”), **HERITAGE FAMILY CENTER, LLC**, a South Carolina limited liability company (“Heritage”), **APTTR LLC**, a South Carolina limited liability company (“APTTR”), **MBRB PROPERTIES LLC**, a South Carolina limited liability company (“MBRB”), **COMPU-COUNTING INC.**, a South Carolina corporation (“Compu-Counting”), **STATE PARK COMMONS ASSOCIATION, a/k/a STATE PARK COMMONS ASSOCIATION, INC.**, a South Carolina nonprofit corporation (the “Association”, together with Borklund, Heritage, MBRB APTTR, and Compu-Counting, the “State Park Commons Parties”) and **THE CITY OF TRAVELERS REST, SOUTH CAROLINA** (the “City”), a municipal corporation.

### WITNESSETH:

WHEREAS, by virtue of that certain deed of United Machine Works, Inc. dated November 30, 1979 and recorded on March 11, 1990 in Deed Book 1121 at page 933 in the Office of the Register of Deeds for Greenville County, Joe O. Hawkins (“Hawkins”) was granted 19.01 acres, more or less, (the “Hawkins Tract”) as shown on a survey entitled “Property of United Machine Works, Inc.” dated July 23, 1976, prepared by W. R. Williams, Jr.;

WHEREAS, by virtue of that certain deed of Joe O. Hawkins dated February 6, 1984, and recorded on February 9, 1984, in Deed Book 1206 at page 74 in the office of the Register of Deeds for Greenville County (the “City Deed”), the City of Travelers Rest was granted 5 acres, more or less, (the “City Parcel”) as shown on a survey for the City of Travelers Rest prepared by W. R. Williams, Jr. dated January 31, 1984 and recorded in Plat Book 10-F at page 100 in the Offices of the Register of Deeds for Travelers Rest, attached hereto and incorporated herein as **Exhibit A** (the “City Plat”);

WHEREAS, the City Deed provided for a reciprocal easement (the “Original Easement”), consisting of a grant from Hawkins to the City of a 25’ easement area over a portion of the Hawkins Tract, benefiting the City Parcel, and a reservation to Hawkins of 25’ easement area over a portion of the City Parcel, for benefit of the Hawkins Tract, for a total reciprocal easement area of 50’ for ingress and egress to State Park Road, South Carolina, as shown on the City Plat (the “Original Easement Area”);

WHEREAS, ROEH is a successor in interest to the City by virtue of its ownership of a portion of the City Tract, and a successor to Hawkins by virtue of a portion of the Hawkins Tract, both portions being together that certain piece, parcel or tract of land situate, lying and being in the City of Travelers Rest, County of Greenville, State of South Carolina, being shown and described as containing 1,013,285 SQ. FT. or 23.26 acres, more or less, on survey entitled “RECOMBINATION PLAT FOR: ROEH, LLC” by Arbor Land Design, Surveyors, dated March 16, 2022, and being recorded March 29, 2022, in Plat Book 1426 at Page 58, in the Office of the Register of Deeds for Greenville County, South Carolina (the “ROEH Parcel”), said plat attached hereto as **Exhibit B**, and incorporated herein (the “ROEH Plat”);

WHEREAS, apart from its conveyance to ROEH, the City retained a portion of the City Parcel shown as Tract B, containing 2.56 acres, more or less, (the “City Remainder Parcel”) on that certain ALTA/NSPS Survey for Pinestone Capital, LLC dated March 4, 2020 and recorded on May 7, 2020 in Plat Book 1366 at page 19 in the Office of the Register of Deeds, a copy of said plat attached hereto as **Exhibit C** and incorporated herein;

WHEREAS, Borklund is a successor in interest to Hawkins by virtue of its ownership of a portion of the Hawkins Tract, being that certain piece, parcel or tract of land located at 6719 State Park Road, Travelers Rest, South Carolina, identified at Greenville County Tax Map Parcel 0485000100102, and more particularly shown and described as lot or unit “E” on that certain Summary Plat for State Park Commons Phase prepared by W. R. Williams, Jr., dated July 12, 2017, and recorded November 15, 2018 in Plat Book 1321 page 57 in the Office of the Register of Deeds for the County of Greenville, South Carolina (the “Borklund Parcel”), said plat attached hereto as **Exhibit D** and incorporated herein (the “State Park Commons Plat”);

WHEREAS, Heritage is a successor in interest to Hawkins by virtue of its ownership of a portion of the Hawkins Tract, being that certain piece, parcel or tract of land located at 6715 State Park Road, Travelers Rest, South Carolina, identified as Greenville County tax map parcel 0485000100109, and more particularly shown and described on the State Park Commons Plat as lot or unit “A” (the “Heritage Parcel”);

WHEREAS, APTTR is a successor in interest to Hawkins by virtue of its ownership of a portion of the Hawkins Tract, being that certain piece, parcel or tract of land located at 6717-C, State Park Road, Travelers Rest, South Carolina, identified as Greenville County tax map parcel 0485000100111, and more particularly shown and described on the State Park Commons Plat as lot or unit “D” (the “APTTR Parcel”);

WHEREAS, MBRB a successor in interest to Hawkins by virtue of its ownership of a portion of the Hawkins Tract, being that certain piece, parcel or tract of land located 6717-B State Park Road, Travelers Rest, South Carolina, identified as Greenville County tax map parcel 0485000100107, and more particularly shown and described on the State Park Commons Plat as lot or unit "C" (the "MBRB Parcel");

WHEREAS, Compu-Counting is a successor in interest to Hawkins by virtue of its ownership of a portion of the Hawkins Tract, being that certain piece, parcel or tract of land located at 6717-A State Park Road, Travelers Rest, South Carolina, identified as Greenville County tax map parcel 0485000100112, and more particularly shown and described on the State Park Commons Plat as lot or unit "B" (the "Compu-Counting Parcel");

WHEREAS, the Association is a successor in interest to Hawkins by virtue of its ownership of a portion of the Hawkins Tract, being that piece, parcel or tract of land identified as Greenville County tax map parcel 0485000100110, more particularly shown and described on the State Park Commons Plat as the "Common Area" (the "Common Parcel", together with the Borklund parcel, Heritage Parcel, APTTR Parcel, MBRB Parcel and Compu-Counting Parcel, the "State Park Commons Parcels");

WHEREAS, Borklund, Heritage, APTTR, MBRB, and Compu-Counting comprise all of the members of the Association and have executed this document on their behalf as property owners and as the members of the Association; and

WHEREAS, the parties hereto, desire to disclaim and quitclaim any rights in and to the Original Easement and replace the same with more definite terms as provided herein.

**NOW, THEREFORE**, for and in consideration of ten dollars (\$10.00), the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto intending to be legally bound, do hereby covenant and agree as follows:

1. Disclaimer and Quitclaim to ROEH. The State Park Commons Parties and the City hereby disclaim, remise, release and forever quitclaim unto ROEH, its successors and assigns forever, all of their right, title and interest, if any, in and to any portion of the ROEH Parcel including, without limitation, the portion of the Original Easement Area located on the ROEH Parcel, together with, all and singular, all rights, hereditaments, and appurtenances thereto and improvements thereon, to have and to hold.

2. Disclaimer and Quitclaim to the City. The State Park Commons Parties and ROEH hereby disclaim, remise, release and forever quitclaim unto the City, its successors and assigns forever, all of their right, title and interest, if any, in and to any portion of the City Remainder Parcel including, without limitation, the portion of the Original Easement Area located on the City Remainder Parcel, together with, all and singular, all rights, hereditaments, and appurtenances thereto and improvements thereon, to have and to hold.

3. Grant of Easement. Notwithstanding Sections 1 and 2 of this Agreement, ROEH hereby grants, bargains, sells and conveys for the benefit of the City Parcel and State Park

Commons Parcel, and the City hereby grants, bargains, sells and conveys for the benefit of the ROEH Parcel and the State Park Commons Parcel, a reciprocal, non-exclusive, perpetual, unobstructed easement for access, ingress and egress to and from State Park Road for pedestrians and motorized vehicles over and across the areas labeled Access Easement Area On that certain ACCESS EASEMENT EXHIBIT FOR: ROEH, LLC dated February 14, 2023 attached hereto as **Exhibit E** and incorporate herein (the “Access Easement Area”).

4. Improvements. Provided that no such improvements shall unreasonably interfere with the rights of access, ingress or egress of any other party hereto, ROEH and the City each reserve the right, as to their respective parcels, to construct improvements within the portion of Access Easement Area located on their respective parcels. No other party to this Agreement shall have the right to construct improvements within the Access Easement Area without the express written consent of the respective fee simple owner upon whose parcel the improvements would lie, in such owner’s sole and absolute discretion.

5. Maintenance. As of the date of this Agreement, there exists an asphalt driveway over a portion of the Easement Area connecting the Association Parcel to State Park Road. Notwithstanding Section 4 of this Easement, the Association shall maintain said asphalt driveway in a condition of good state and repair, unless otherwise expressly agreed to in writing by ROEH and the City.

6. Benefit; Run with the Land. This Agreement, and all easements, rights and benefits granted herein shall be for the benefit of and bind all present and future owners of the parties hereto, their respective successors, heirs and assigns, it being the intent of this Agreement that it shall run with the land for the benefit of the Parcel owners, and the successors in interest to the same or any part thereof.

7. No Liens. No party hereto shall permit, and each shall take necessary steps to prevent, remove or “bond off” the attachment of any mechanic’s, materialmen’s or other similar liens against the Easement Area against it and encumbering the Access Easement Area.

8. Notices.

8.1 Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (collectively referred to as “Notices”) hereunder shall be in writing and delivered at the addresses set forth in Section 8.2, by one of the following methods:

8.1.1 Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

8.1.2 Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier;

8.1.3 Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or

8.1.4 Electronic mail transmission provided that such transmission is completed no later than 5:00 pm Eastern Standard Time and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred on the day on which the electronic transmission is completed.

8.2 Unless changed by delivery of Notice in accordance with Section 8.1 of this Agreement, the addresses for all communications and notices shall be as follows:

To State Park Commons      State Park Commons Association, Inc.  
Parties:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: President  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

To the City:      City of Travelers Rest

\_\_\_\_\_  
\_\_\_\_\_  
Attn: Town Administrator  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

To the Pinestone Parties:      Pinestone Capital LLC  
1491 W. Poinsett Ext.  
Greer, South Carolina 29651  
Attention: Jimmy Wilson  
Telephone No.: (864) 430-7539  
Email: jimmywilson@pinestonecap.com

With a copy to:      Wyche, P.A.  
200 E. Broad Street  
Suite 400  
Greenville, South Carolina 29601  
Attention: Josh Lonon  
Telephone No.: (864) 242-8248  
E-Mail: jlonon@wyche.com

Either party may change its information for delivery of notice by notifying the other party pursuant to and by any method provided in Section 7.1.

9.      MISCELLANEOUS PROVISIONS.



9.1 No Waiver; Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified nor any custom, use or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.

9.2 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties whose rights, as set forth in this Agreement, pertain thereto.

9.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

*Signatures on attached pages*

Signed, Sealed and Delivered  
In the Presence of:

First Witness

### Second Witness

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF GREENVILLE** )

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, does hereby certify that Jimmy Wilson in their capacity as Manager of ROEH LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
 Notary Public for the State of South Carolina  
 Print Name: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_  
 (Affix Seal)

(Affix Seal)

Signed, Sealed and Delivered  
In the Presence of:

**HERITAGE FAMILY CENTER LLC**, a South Carolina limited liability company, on its own behalf and as a Member of the State Park Commons Association a/k/a State Park Commons Association, Inc.

First Witness

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

## Second Witness

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF GREENVILLE** )

## ACKNOWLEDGEMENT

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, does hereby certify that \_\_\_\_\_ in their capacity as \_\_\_\_\_ of HERITAGE FAMILY CENTER LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Notary Public for the State of South Carolina  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Affix Seal)

Signed, Sealed and Delivered  
In the Presence of:

**APTTR LLC**, a South Carolina limited liability  
company, on its own behalf and as a Member of the  
State Park Commons Association a/k/a State Park  
Commons Association, Inc.

\_\_\_\_\_  
First Witness

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

\_\_\_\_\_  
Second Witness

**STATE OF SOUTH CAROLINA**     )  
  )  
**COUNTY OF GREENVILLE**     )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, does  
hereby certify that \_\_\_\_\_ in their capacity as \_\_\_\_\_  
of APTTR LLC, a South Carolina limited liability company, personally appeared before me this  
day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this the \_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Notary Public for the State of South Carolina  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Affix Seal)

Signed, Sealed and Delivered  
In the Presence of:

**MBRB PROPERTIES LLC**, a South Carolina  
limited liability company, on its own behalf and as a  
Member of the State Park Commons Association  
a/k/a State Park Commons Association, Inc.

\_\_\_\_\_  
First Witness

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

\_\_\_\_\_  
Second Witness

**STATE OF SOUTH CAROLINA**     )  
  )  
**COUNTY OF GREENVILLE**     )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, does  
hereby certify that \_\_\_\_\_ in their capacity as \_\_\_\_\_  
of MBRB PROPERTIES LLC, a South Carolina limited liability company, personally appeared  
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this the \_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Notary Public for the State of South Carolina  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Affix Seal)

Signed, Sealed and Delivered  
In the Presence of:

**COMPU-COUNTING, INC.**, a South Carolina corporation, on its own behalf and as a Member of the State Park Commons Association a/k/a State Park Commons Association, Inc.

\_\_\_\_\_  
First Witness

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

\_\_\_\_\_  
Second Witness

**STATE OF SOUTH CAROLINA**     )  
  )  
**COUNTY OF GREENVILLE**     )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, does hereby certify that \_\_\_\_\_ in their capacity as \_\_\_\_\_ of COMPU-COUNTING, Inc., a South Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Notary Public for the State of South Carolina  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Affix Seal)

Signed, Sealed and Delivered  
In the Presence of:

**CITY OF TRAVELERS REST**, a South Carolina  
municipal corporation

## First Witness

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

## Second Witness

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF GREENVILLE** )

## ACKNOWLEDGEMENT

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, does hereby certify that \_\_\_\_\_ in their capacity as \_\_\_\_\_ of THE CITY OF TRAVELERS REST, a South Carolina municipal corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Notary Public for the State of South Carolina  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Affix Seal)



**Exhibit A**

City Plat

[INSERT]

**Exhibit B**

ROEH Plat

[INSERT]

**Exhibit C**

City Remainder Parcel

[INSERT]

**Exhibit D**

State Park Commons Plat

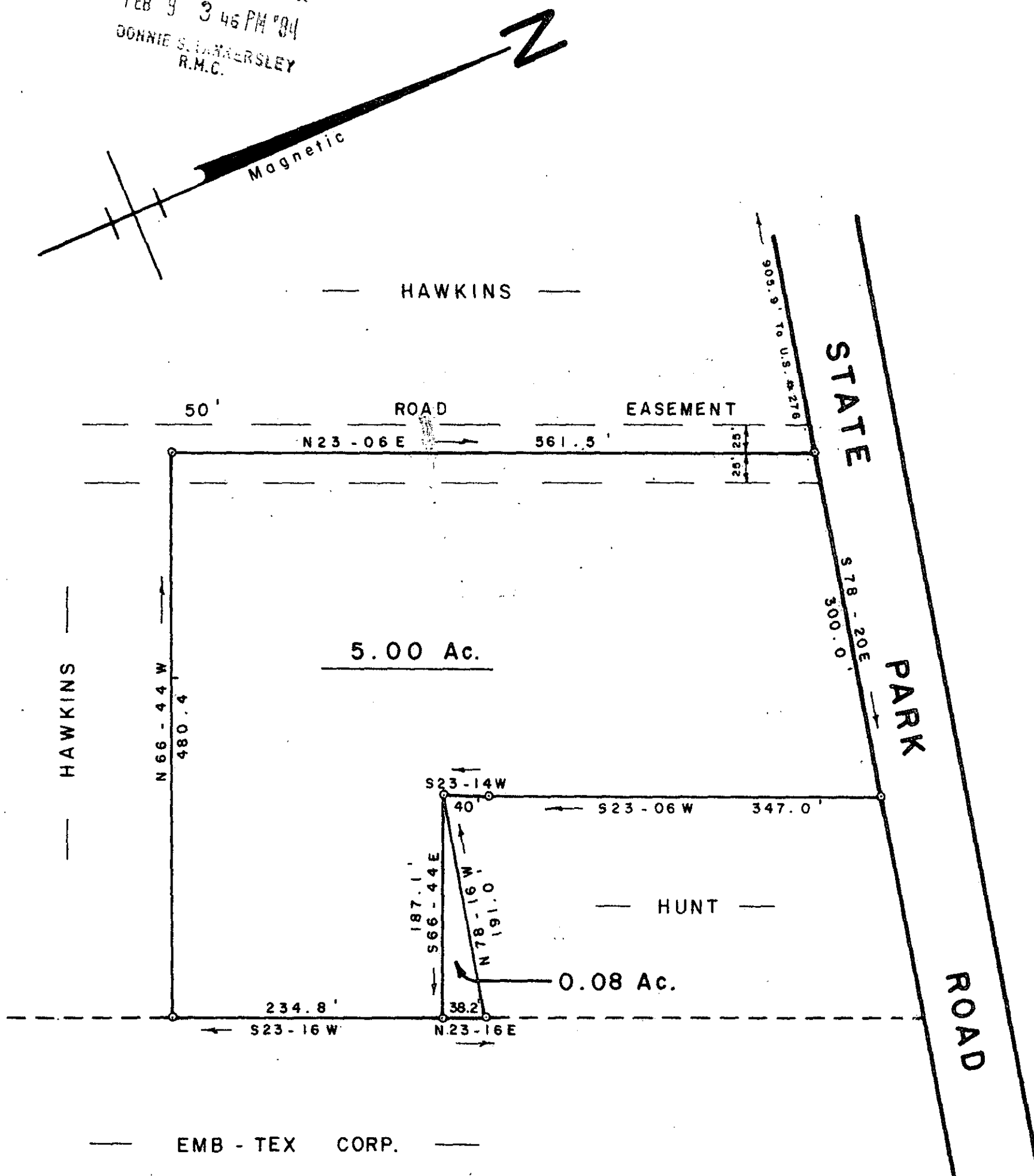
[INSERT]

**Exhibit E**

Access Easement Area

## EXHIBIT A

FILED  
GREENVILLE CO. S.C.  
FEB 9 3 46 PM '84  
DONNIE S. LAHAERSLEY  
R.M.C.



SURVEY

FOR

10-F-100  
FEB 9 1984  
24602

CITY OF TRAVELERS REST

TRAVELERS REST GREENVILLE CO.

SOUTH CAROLINA

JANUARY 31, 1984

SCALE: 1" = 100'

100 50 0 100 200 300

WRW

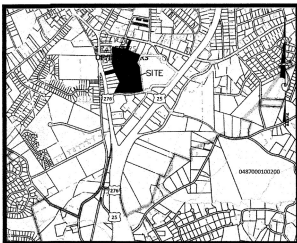
W. R. WILLIAMS, JR.  
ENGINEER/SURVEYOR  
P. E. & L. S. No. 3979  
15 S. MAIN STREET  
TRAVELERS REST, S. C.  
29690

"I hereby certify that the ratio of precision of the field survey is 1/5000+ as shown hereon and the area was determined by D.M.C. method of area calculation."

W. R. Williams P. E. & L. S. No. 3979

# EXHIBIT B

2022025546  
 PRINTED: 2/22/2022 11:40:08 AM  
 FILED IN GREENVILLE COUNTY, SC  
 1 Pgs



**LEGEND**

- PROPERTY LINE
- PROPERTY LINE TO BE ABANDONED
- RIGHT OF WAY
- EASEMENT
- ADJACENT PROPERTY LINE
- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- MONUMENT TO BE ABANDONED
- RIGHT OF WAY
- IRON OLD (ROUND)
- IRON PIN NEW (SET)
- OPEN TOP
- CRIMP TOP
- REBAR

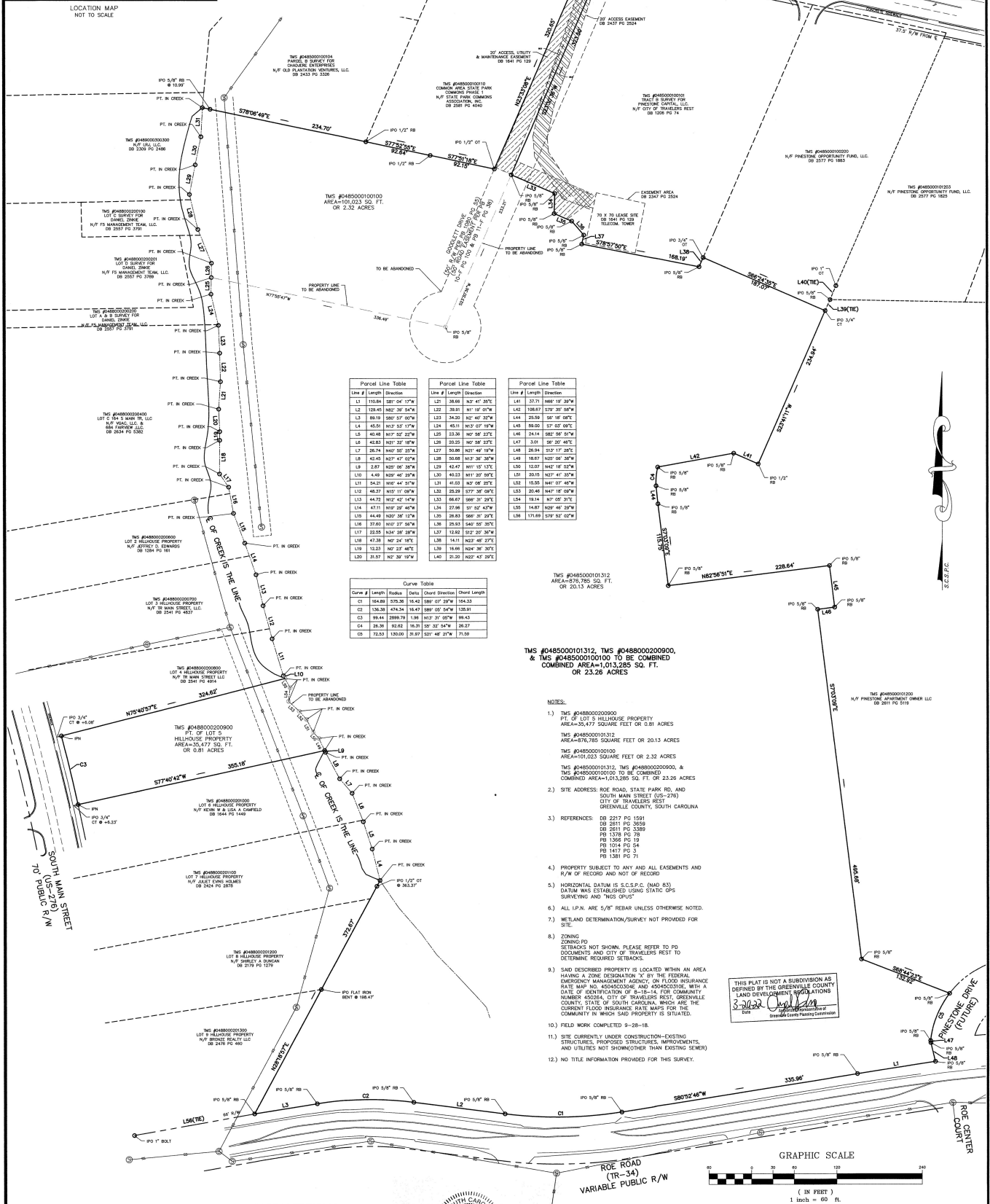


EXHIBIT C

- NOTES:
- 1) THIS #40480000100101 TO BE SUBDIVIDED INTO TRACT A & TRACT B TOTAL AREA 217,855 SQ. FT. OR 5.00 ACRES
  - 2) SITE ADDRESS: 2301 STATE PARK ROAD CITY OF TRAVELERS REST GREENVILLE COUNTY, S.C.
  - 3) REFERENCES: DB 2416 PG 300 DB 18-N PG 31 DB 2540 PG 124 DB 1079 PG 54 DB 2481 PG 4344 DB 1203 PG 38 DB 1208 PG 14 DB 10-J PG 100 DB 1080 PG 55 DB 2359 PG 1175
  - 4) PROPERTY SUBJECT TO ANY AND ALL EASEMENTS AND R/W OF RECORDS AND NOT OF RECORD
  - 5) FIELD WORK COMPLETED: JANUARY 6, 2020
  - 6) HORIZONTAL DATUM IS S.C.S.P.C. (NAD 83) DATUM WAS ESTABLISHED USING STATIC GPS SURVEYING AND "NOISY" DIST
  - 7) PER THE NATIONAL WETLAND INVENTORY ONLINE WETLAND MAPPER THERE ARE NOT WETLANDS ON SITE. WETLANDS HAVE NOT BEEN FIELD LOCATED OR DESIGNATED BY A WETLAND CONSULTANT.
  - 8) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND ASSOCIATED RATE MAP NO. 404800000000 AND ASSOCIATED WITH A DATE OF IDENTIFICATION 1-18-2000. THE ZONE NUMBER 402084, CITY OF TRAVELERS REST, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, WHICH ARE THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
  - 9) ZONING: SETBACKS PER CURRENT CITY OF TRAVELERS REST ZONING ORDINANCE: ZONING-C-1 PRIMARY BUILDING SETBACKS FRONT: 35' SIDEWALK, IF A SIDE YARD IS PROVIDED IT SHALL NOT BE LESS THAN 5' WIDE IF ADJACENT TO RESIDENTIAL ZONING-15' MINIMUM REAR: 20' PROPERTY FALLS INTO THE TRAVELERS REST SCENIC OVERLAY DISTRICT. A 15' LANDSCAPE BUFFER WILL BE REQUIRED WITHIN THE PROPERTY LINE ADJUTING THE STREET RIGHT-OF-WAY.
  - 10) UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND BASED UPON CITY OF GREENVILLE RECORDS. SEWER OWNERSHIP FOR CITY PUBLIC WORKS DEPT.
  - 11) STATE PARK ROAD RIGHT-OF-WAY IS PER FILE NO. 23,127A. THERE APPEARS TO BE DISCREPANCY BETWEEN PLATS AS TO WHERE THE RIGHT-OF-WAY IS LOCATED. PROPERTY LINES SHOWN ARE PER VESTING DEED AND REFERENCE PLATS. RIGHT-OF-WAY IS SHOWN 37.5' FROM THE CENTERLINE OF STATE PARK ROAD.
  - 12) TYPICAL DUKE ENERGY DISTRIBUTION RIGHT-OF-WAY IS 30' (15' EACH SIDE OF CENTERLINE).
  - 13) TRACT B PARKING PROVIDED: 37 REGULAR SPACES 3 HANDICAP SPACES

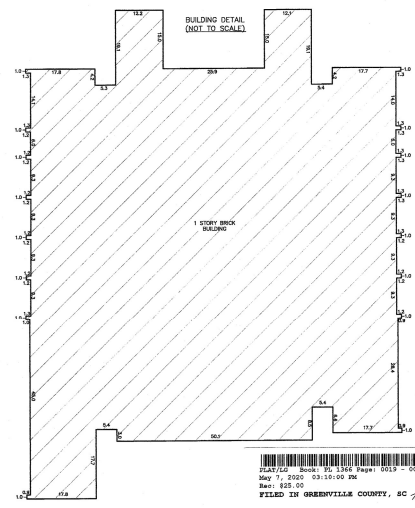
- CHICAGO TITLE INSURANCE COMPANY  
FILE NO. 015771-DATED: JANUARY 13, 2020  
VESTING DEED: 1206 PG 74
- EXCEPTIONS:
- 1) NOT A SURVEY MATTER.
  - 2) NOT A SURVEY MATTER.
  - 3) SEE CURRENT SURVEY.
  - 4) NOT A SURVEY MATTER.
  - 5) NOT A SURVEY MATTER.
  - 6) NOT A SURVEY MATTER.
  - 7) SEE CURRENT SURVEY FOR ADEQUATE.
  - 8) EASEMENT GRANTED TO DUKE POWER COMPANY FROM C.B. GOODLETT, DB 225 PG 19, MAY OR MAY NOT AFFECT PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.
  - 9) EASEMENT GRANTED TO DUKE POWER COMPANY, DB 220 PG 67, MAY OR MAY NOT AFFECT PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.
  - 10) EASEMENT GRANTED TO DUKE POWER COMPANY FROM C.B. GOODLETT, DB 215 PG 389, MAY OR MAY NOT AFFECT PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.
  - 11) EASEMENT GRANTED TO SOUTHERN PUBLIC UTILITIES COMPANY, DB 159 PG 23, MAY OR MAY NOT AFFECT PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.
  - 12) EASEMENT GRANTED TO SOUTHERN BELL AND TELEPHONE AND TELEGRAPH COMPANY, DB 146 PG 304, MAY OR MAY NOT AFFECT PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.
  - 13) EASEMENT GRANTED TO THE CITY OF GREENVILLE, SOUTH CAROLINA FROM FANNIE E. GOODLETT, DB 120 PG 26, MAY OR MAY NOT AFFECT PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.
  - 14) EASEMENT GRANTED TO THE CITY OF TRAVELERS REST FOR INGRESS AND EGRESS AND UTILITIES, DB 108 PG 747, PG 10-J PG 100, DB 1080 PG 55, DOES AFFECT PROPERTY, GOODLETT DRIVE "50" ROAD EASEMENT "50" R/W SHOWN ON SURVEY.
  - 15) PLAT USED AS REFERENCE.
  - 16) NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR INGRESS AND EGRESS AND UTILITY MAINTENANCE EASEMENT, DB 1641 PG 120, DOES AFFECT PROPERTY, EASEMENTS SHOWN ON SURVEY.
  - 17) EXCLUSIVE AND NON-EXCLUSIVE, PERPETUAL EASEMENTS, DB 2437 PG 2324, DOES AFFECT PROPERTY, EASEMENTS SHOWN ON SURVEY.
  - 18) NOT A SURVEY MATTER.

THIS PLAT IS NOT A SUBDIVISION AS DEFINED BY THE GREENVILLE COUNTY LAND DEVELOPMENT REGULATIONS

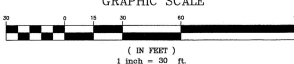
5-7-2020

Date

Notarized Representation of Greenville County Planning Commission



- LEGEND
- PROPERTY LINE
  - PROPERTY LINE (TO BE ABANDONED)
  - RIGHT OF WAY
  - EASEMENT
  - SETBACK LINE
  - ADJACENT PROPERTY LINE
  - UNDERGROUND WATER LINE
  - STORM DRAINAGE
  - OVERHEAD POWER LINE
  - SANITARY SEWER LINE
  - CLEANOUT
  - CLUT WIRE
  - WATER METER
  - LIGHT POLE
  - POWER POLE
  - BOLLARD
  - SIGN
  - SANITARY SEWER MANHOLE
  - GAS METER
  - TRANSFORMER
  - ELECTRIC BOX
  - GAS VALVE
  - MONUMENT
  - FIBER OPTIC MARKER
  - TELECOMMUNICATION PEDESTAL
  - REINFORCED CONCRETE PIPE
  - EDGE OF PAVEMENT
  - RIGHT OF WAY
  - OPEN TOP
  - REBAR
  - CRIMP TOP
  - REBAR
  - CLUTS AND GUTTER
  - JUNCTION BOX
  - CATCH BASIN



TO: PINESTONE CAPITAL, LLC. AND CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 NATIONAL STANDARD REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B)(1), 7(B), 11, 13, 14, 15, 16 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 6, 2020.

W. MATTHEW THOMPSON  
S.C. REG. NO. 22910

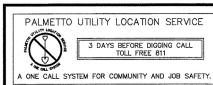
FRF  
ENGINEERING & SURVEYING  
25 BOULEVARD ROAD  
SUITE 705  
GREENVILLE, SC 29607  
TEL: (864) 271-8853

ALTA/NSPS LAND TITLE SURVEY FOR:

PINESTONE CAPITAL, LLC.

6711 STATE PARK ROAD  
CITY OF TRAVELERS REST  
GREENVILLE COUNTY, S.C.

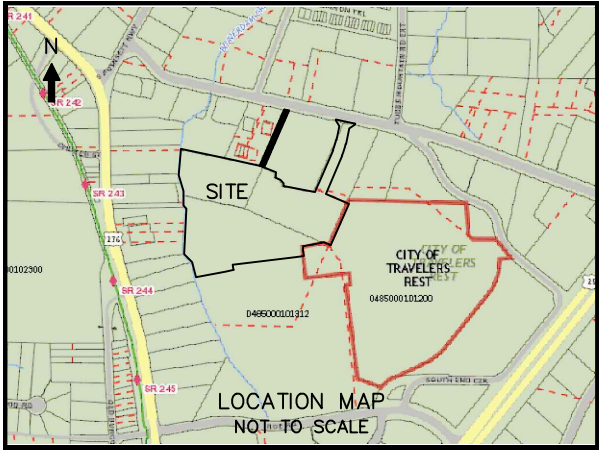
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DATE: 3-4-2020  
PLT FILE: 18205.txt  
DWG. NO. 18205-01  
ISSUED AND REVISION



THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR THE LOCATION, DEPTH AND QUALITY OF THE UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. CALL RECORD MADE BY OPERATOR UTILITIES BY THE UTILITIES SHOWN ON THESE PLANS.



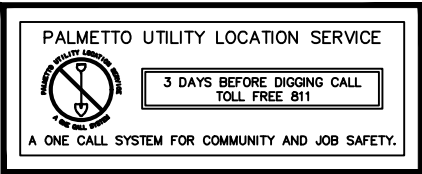




Parcel Line Table		
Line #	Length	Direction
L1	92.15	N77° 51' 18"W
L2	92.64	N77° 52' 55"W
L3	66.67	S66° 31' 29"E
L4	27.96	S1° 52' 43"W
L5	25.13	N71° 07' 44"W
L6	25.29	S77° 38' 09"E

**EXEMPTION FROM REVIEW PROCESS**  
This plot is not a subdivision as defined in the Greenville County Land Development Regulations, Article 2, Definitions.  
Patrick N. Fogleman, PLS SC#26594

\*\*\*CAUTION\*\*\*



THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

