



CITY OF SPARTANBURG

SOUTH CAROLINA

CITY COUNCIL AGENDA

**City Council Meeting
City Council Chambers
145 West Broad Street
Spartanburg, SC
Monday, July 13, 2015
5:30 p.m.**

- I. Moment of Silence**
- II. Pledge of Allegiance**
- III. Approval of the Minutes of the June 22, 2015 City Council Meeting**
- IV. Approval of Agenda of the July 13, 2015 City Council Meeting**
- V. Public Comment**
*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
- VI. Special Presentation**
Presenter: Mayor Junie White
- VII. Ordinance**
 - A. To Authorize the City Manager to Execute a Deed Conveying Vacant Lot on Greenlea Street, Block Map Sheet 7-16-07-219.00**
Presenter: Mitch Kennedy, Community Services Director
- VIII. Resolution**
 - A. Approving Voluntary Acquisition (Block Map Sheet 7-16-01-256.00, 7-16-01-157.00, 7-16-01-158.00, 7-16-01-159.00)**
Presenter: Mitch Kennedy, Community Services Director
 - B. Authorizing the City Manager to Enter Into an Employment Contract for Municipal Judge**
Presenter: Mayor Junie L. White

As required by the Americans with Disabilities Act, the City of Spartanburg will provide interpretive services for the City Council Meetings. Requests must be made to the Communications & Marketing Office (596-2020) 24 hours in advance of the meeting. This is a Public Meeting and notice of the meeting was posted with the Media 24 hours in advance according to the Freedom of Information Act.

IX. Other Business

A. Award of Bid for Landscape Maintenance Contract

Presenter: Mark Ford, Grounds & Environmental Services Manager

**B. Approval of Development Agreement to Support the Renovation and Reuse of
137 W. Main Street**

Presenter: Chris Story, Assistant City Manager

X. City Council Updates

XI. Adjournment

** City Code Sec. 2-57. Citizen Appearance. Any citizen of the City of Spartanburg may speak at a regular meeting on any matter pertaining to City Services and operations germane to items within the purview and authority of City Council, except personnel matters, by signing a Citizen's Appearance form prior to the meeting stating the subject and purpose for speaking. No item considered by Council within the past twelve (12) months may be added as an agenda item other than by decision of City Council. The forms may be obtained from the Clerk and maintained by the same. Each person who gives notice may speak at the designated time and will be limited to a two (2) minute presentation.*



**City Council Meeting
City Council Chambers
145 West Broad Street
Spartanburg, SC
Monday, June 22, 2015
5:30 p.m.**

**(These minutes are subject to approval at
the July 13, 2015 City Council meeting.)**

City Council met this date with the following members present: Mayor Junie White, Mayor pro tem Erica Brown, Councilmembers Jan Scalisi, Robert Reeder, Jerome Rice, Sterling Anderson, and Laura Stille. City Manager Ed Memmott and City Attorney Cathy McCabe were also in attendance. Notice of the meeting was posted with the Media 24 hours in advance according to the Freedom of Information Act. All City Council meetings are recorded for a complete transcript.

- I. Moment of Silence – observed honoring the victims of the Charleston Church shootings**
- II. Pledge of Allegiance - recited**
- III. Approval of the Minutes of the June 8, 2015 City Council Meeting –**
*Councilmember Rice made a motion to approve the minutes as received.
Councilmember Reeder seconded the motion, which carried unanimously 7 to 0.*
- IV. Approval of Agenda of the June 22, 2015 City Council Meeting –**
*Mayor pro tem Brown made a motion to approve the agenda as received.
Councilmember Scalisi seconded the motion, which carried unanimously 7 to 0.*
- V. Public Comment - one**
**Citizen Appearance forms are available at the door and should be submitted to the City Clerk
Mary Ann Washington Deku, 182 Stribling Circle, came forward to thank the City for its support of the Juneteenth celebration held on June 20 at Stewart Park.*
- VI. Resolution for Honorary Street Name Sign for Betsy Teter and John Lane - Teter Lane**
Presenter: Will Rothschild, Marketing Director
Mr. Rothschild presented the item to City Council as follows:
“The city’s Honorary City Street Signs ordinance provides City Council with an avenue to recognize and honor local citizens who, in the determination of City Council, deserve to be honored for their significant contributions to the city. An honorary street naming does not officially change the name of a street, but does add the honorary name to the existing street signage.

In accordance with the policy, Betsy Teter and John Lane have been nominated by City Council Member Jan Scalisi and seconded by City Council Member Laura Stille. Ms. Teter and Mr. Lane are two of the three founders of the Hub City Writer's Project (HCWP), which has evolved into a nationally renowned independent book publisher and which has just celebrated its 20th anniversary. In addition, HCWP renovated part of the ground floor of the historic Masonic Temple on West Main Street in downtown Spartanburg to house a thriving independent local bookstore. The HCWP has created a vibrant local literary culture with its writer-in-residence program, and dozens of annual readings, book signings, writing workshops, and other events. The presence of the HCWP and the Hub City Bookshop has added immeasurable cultural vitality and significant economic activity to Spartanburg's downtown specifically and the larger community in general. Thanks to the achievements of the HCWP, it has created regional and national media attention that has raised Spartanburg's profile in a positive way and put the city on the lips of writers and publishers everywhere.

The honorary street sign for Ms. Teter and Mr. Lane would be installed on King Street adjacent to the Hub City Bookshop.

Councilmember Stille made a motion to approve the resolution as presented.

Councilmember Scalisi seconded the motion, which carried unanimously 7 to 0.

VII. Consent Agenda - Mayor White asked that Item VII.A be removed from the Consent Agenda for discussion of body cameras.

A. To Provide for the Adoption of a City Operating Budget, Its Execution and Effect, for the Fiscal Period July 1, 2015 through June 30, 2016 (Second Reading)

Presenter: Chris Story, Assistant City Manager

Mr. Story stated he wanted to recap staff's recommendation to Council regarding acquisition of body worn cameras for police officers. He stated that staff believed that they were able to move forward on that purchase if Council chose to do so. He added that staff was increasingly confident that state resources would be ultimately available to support that purchase or reimbursement. He stated that staff was ready to move forward with initiating the policy and procurement process over the next 60 to 90 days, and to do further check-in with the state officials to insure the steps staff was taking were in line with the state law, which had been passed and signed the Governor. He added that staff intended to move forward as rapidly as possible for the acquisition. He stated that staff anticipated coming back to council in September with an agenda item, that depending on what was learned during the next 60 to 90 days, may include a supplemental appropriation, which would be an advance from the City's fund balance to be able to move forward with the purchase, which would then be reimbursed by the state. He pointed out that Council had asked for a fall back strategy in the event the state funding did not come through, adding that from what staff had heard and researched, the state funding would eventually come through. He explained that the fall back plan would be a one-time request from the non-

profit fund set up by SRMC, Mary Black Foundation, Wofford College, and others. The remaining approximately \$71,000, which would be appropriate after the close out of the current fiscal year, a supplemental appropriation could be in order for that if necessary. The remaining \$71,000 in years two through five would be included in subsequent year budgets. He added that staff thought this would be the wiser financial course than to make alterations to the operating budget that might prove unnecessary. He stated this would be a no delay approach because policies would be in place and the city would be on sound legal ground either way. He mentioned that there were two pending grant applications from non-state sources that would provide funding and that staff should hear the results of those applications in early September.

After discussion, Councilmember Anderson made a motion to approve the ordinance as presented on second reading. Councilmember Stille seconded the motion, which carried unanimously 7 to 0.

B. To Raise Revenues for the City of Spartanburg for the Fiscal Year 2015 – 2016 to Levy Taxes on All Real Estate and Personal Property, Except Such as is Exempted by Law, in the Corporate Limits of the City of Spartanburg for Corporate Purposes for the Fiscal year 2015 – 2016 and to Provide Penalties for the Delinquent Payment of Taxes Levied and Provided For (Second Reading)

Presenter: James Kennedy, Budget & Accounting Director

Councilmember Reeder made a motion to approve the ordinance as requested on second reading. Mayor pro tem Brown seconded the motion, which carried unanimously 7 to 0.

VIII. Other Business

A. East Main Street Improvements

Presenter: Tim Carter, Engineering Administrator

Mr. Carter presented the item to City Council as follows:

‘Council is aware that work has started on the East Main Street Streetscaping Project. Part of this project will include the replacement of sidewalk pavers. The replacement of pavers will enhance appearances and correct significant sections of the sidewalk which have settled or which have been broken and/or patched by utility work over the years. Staff bid this work separately from the storm drainage replacement/curb and gutter replacement to achieve cost savings. The following bids were submitted.

Paver Installations & Construction (Spartanburg, SC)	\$ 97,700.00
Parris Lawn Management, LLC (Spartanburg, SC)	\$105,009.50
Don Greene's Landscaping Service (Spartanburg, SC)	\$123,540.00

Staff has reviewed the bids received and the qualifications for each of these contractors and determined that Paver Installations & Construction is the responsive low bidder. No bids were submitted from MWBE certified contractors.

ACTION REQUESTED: Allow staff to accept the bid from Paver Installations & Construction and authorize the City Manager to enter into a contract with Paver Installations & Construction for the completion of the project.

BUDGET AND FINANCE DATA: \$ 97,700 from Broad Street Tax Increment Funds”

Mayor pro tem Brown made a motion to approve the bid request from Paver Installations & Construction (Spartanburg, SC) in the amount of \$ 97,700. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.

B. Bus Purchases

Presenter: Dennis Locke, Finance Director

Mr. Locke presented the item to City Council as follows:

“The City was awarded a grant by SCDOT in the amount of \$800,000 to replace two buses that have fully depreciated. This grant covers the purchase price for two buses at 100% of the replacement cost up to \$800,000.

The grant was award based on the requirement that we replace the buses with heavy duty models with long lifespans. Large buses have advantages associated with safety, route efficiency, and rider convenience and comfort.

ACTION REQUESTED: Staff requests approval to purchase (2) two 35-foot heavy duty diesel buses from Gillic, LLC.

BUDGET & FINANCIAL DATA:

The bid price for each of the two diesel buses is \$400,897.”

Councilmember Reeder made a motion to approve the request for bus purchases. Mayor pro tem Brown seconded the motion, which carried unanimously 7 to 0.

C. Transit Management Contract

Presenter: Dennis Locke, Finance Director

Mr. Locke presented the items to City Council as follows:

“Bids were received on February 24th for Transit Management Services for the bus system. A committee of City employees and citizens evaluated the proposals. After rating the proposals based on the requirements a decision was made to negotiate a contract with First Transit who’s our current provider. We received their Best and Final offer on June 9th. This offer includes some there agreement to perform a passenger survey, analyze the current route data & times to determine if any changes need to be recommended. I have attached the completed list of items they included in their final proposal.

ACTION REQUESTED: Authorize City Manager to award the bid to Transit Management Services to First Transit Inc.

BUDGET & FINANCIAL DATA:

Year One Fee \$116,513.50

Year Two Fee	\$116,513.50
Year Three Fee	\$121,220.65
1 st Option year	\$123,645.06
2 nd Option year	\$126,117.96”

Councilmember Reeder made a motion to approve the Transit Management Contract as presented. Councilmember Stille seconded the motion, which carried unanimously 7 to 0.

D. Approval of Title VI Plan

Presenter: Dennis Locke, Finance Director

Mr. Locke presented the item to City Council as follows:

“Every three years the City is required to update its Title VI Plan since we are recipients of Federal Transit Administration (FTA) funds. The Title VI Plan outlines how SPARTA shall provide information to the public regarding its Title VI obligations and apprise members of the public of the protections against discrimination, language assistance and special meetings afforded to them by Title VI. This will be accomplished by publishing a notice in the local newspaper, flyers in the transfer center and on the website. The contents of the notice shall include:

1. A statement that the agency operates programs without regard to race, color, and national origin.
2. A description of the procedures that members of the public should follow in order to request additional information about SPARTA’s Title VI obligations.
3. A description of the procedures that members of the public should follow in order to file a discrimination complaint against SPARTA

ACTION REQUESTED: Staff is recommending the approval of our update plan that complies with FTA regulations.”

Councilmember Reeder made a motion to approve the Title VI Plan as presented. Councilmember Stille seconded the motion, which carried unanimously 7 to 0.

IX. City Council Updates –

Councilmember Anderson shared that the Texas Roadhouse project was moving along and that Founder’s Credit Union was building a new building.

Councilmember Scalisi shared that she thought the response to the Charleston shootings was a master class in forgiveness and faith and that it made her proud to be a South Carolinian.

Councilmember Reeder thanked everyone involved in the vigil held at Macedonia Church to honor the victims of the Charleston shootings. He stated that he was glad to see a united front concerning the confederate flag being moved.

Councilmember Stille stated she was so proud of how our brothers and sisters in Charleston, our citizens, leaders in Spartanburg, and people all over the country came together and showed unity in the time of sorrow.

Councilmember Rice echoed sentiments of the Charleston shootings. He reminded everyone that the shooter said he wanted to start a race war, but he actually brought people closer together. He thanked those responsible for the Macedonia Church vigil, particularly Jade Barton, a graduate from Furman, who made the call to hold the vigil for the victims.

Mayor pro tem Brown echoed sentiments regarding the Charleston shootings. She commended the community for coming together in a time of tragedy. She commended the lawmakers in Columbia for “finally getting something right”. She stated that the dialogue did not stop here and that it should continue.

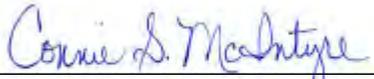
She offered condolences to the Wofford family on the death of one of their basketball players.

Mayor White stated that it was time that the Confederate Flag was removed from the state capitol and moved to a museum.

- X. Executive Session to Discuss Potential Downtown Economic Development Project**
Councilmember Reeder made a motion to adjourn to Executive Session. Mayor pro tem Brown seconded the motion, which carried unanimously 7 to 0. Council adjourned to Executive Session at 6:25 p.m.

Council reconvened to regular session at 6:42 p.m. Mayor White stated that discussion was held with no decisions made.

- XI. Adjournment – Councilmember Reeder made a motion to adjourn.**
Councilmember Anderson seconded the motion, which carried unanimously 7 to 0. The meeting adjourned at 7:44 p.m.



Connie S. McIntyre, City Clerk



REQUEST FOR CITY COUNCIL ACTION

TO: Ed Memmott, City Manager
FROM: Mitch Kennedy, Director of Community Services
SUBJECT: Donation of property – Greenlea Street, Block Map Sheet 7-16-07-219.00
DATE: July 9, 2015

BACKGROUND:

In 1971, the City of Spartanburg acquired a parcel on Greenlea Street, Block Map Sheet 7-16-07-219.00. This is a small vacant wooded lot which has a creek running through it and is adjacent to the property owned by Quinton McClintock. Staff does not anticipate redeveloping this parcel in the future. Mr. McClintock asked if the City would be willing to donate the property to him.

ACTION REQUESTED: Approval of an Ordinance conveying the property on Greenlea Street, Block Map sheet 7-16-07, Parcel 219.00 to Quinton McClintock.

BUDGET AND FINANCIAL DATA: N/A

AN ORDINANCE

TO AUTHORIZE THE CITY MANAGER TO EXECUTE A DEED CONVEYING VACANT LOT ON GREENLEA STREET, BLOCK MAP SHEET 7-16-07-219.00

BE IT ORDAINED by the Mayor and Members of Council of the City of Spartanburg, South Carolina, in Council assembled:

Section 1: The City Manager is authorized to execute a Deed conveying a vacant lot located on Greenlea Street, Block Map Sheet 7-16-07-219.00 to Quinton McClintock who is the adjoining property owner.

Section 2. This Ordinance shall become effective upon the date of enactment.

DONE AND RATIFIED this ____ day of July, 2015.

MAYOR

ATTEST:

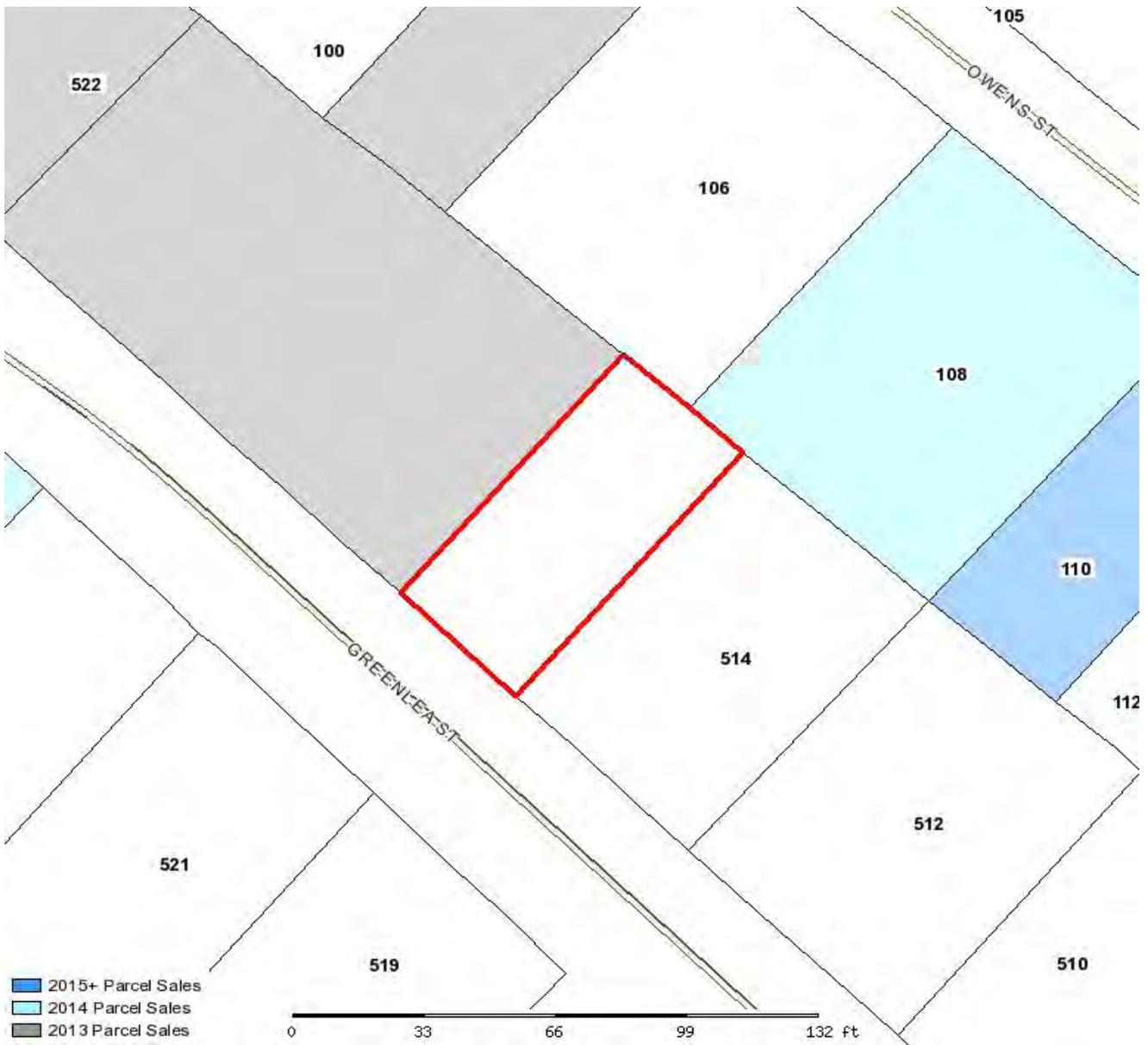
CITY CLERK

APPROVED AS TO FORM:

City Attorney

___/___/___ 1st Reading

___/___/___ 2nd Reading



Spartanburg County Assessor			
Parcel: 7-16-07-219.00 Acres: 0			
Name:	SPARTANBURG CITY OF COS C/O	Land Value	\$0.00
Site:	GREENLEA ST	Improvement Val.	\$0.00
Sale:	\$0 on 12-1971 Vacant= Qual=	Accessory Value	\$0.00
Mail:	PO BOX 1749 SPARTANBURG, SC 29304-1749	Total Value	\$0.00



The Spartanburg County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER SPARTANBURG COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---



REQUEST FOR CITY COUNCIL ACTION

TO: Ed Memmott, City Manager
FROM: Mitch Kennedy, Director of Community Services
SUBJECT: Voluntary Purchase of Real Property
DATE: July 9, 2015

BACKGROUND:

The City of Spartanburg in an effort to stabilize its neighborhoods and provide for redevelopment opportunities has from time-to-time purchased real property. Staff assesses the value of the property, current conditions, and potential for redevelopment to determine feasibility of acquisition.

The owner of 412 Highland Avenue (7-16-01-255.00) and 414 Highland Avenue (7-16-01-256.00) has offered to sell the two parcels to the City. Both properties have vacant blighted structures. Staff believes that it is in the public's interest to purchase the two properties and tentatively negotiated a purchase price of \$25,000.

The owner of 328 Caulder Avenue (7-16-07-157.00), 330 Caulder Avenue (7-16-07-158.00), and 334 Caulder Avenue (7-16-07-159.00) has offered to sell the three parcels to the City. All three parcels are vacant lots. Staff believes that it is in the public's interest to purchase the three properties and tentatively negotiated a purchase price of \$18,000

Staff plans to work with a nonprofit housing provider to redevelop these sites if acquired.

ACTION REQUESTED: Approval of a Resolution to authorize the City Manager to proceed with the purchase of 412 Highland Avenue, 414 Highland Avenue, 328 Caulder Avenue, 330 Caulder Avenue, and 334 Caulder Avenue

BUDGET AND FINANCIAL DATA: \$43,000 in CDBG funds will be used for the purchase of the parcels

**A RESOLUTION
APPROVING VOLUNTARY ACQUISITION
(BLOCK MAP SHEET 7-16-01-255.000, 7-16-01-256.00, 7-16-01-157.00,
7-16-01-158.00, 7-16-01-159.00)**

WHEREAS, the City of Spartanburg (the “City”) in an effort to stabilize its neighborhoods and provide for redevelopment opportunities has from time-to-time purchased real property; and

WHEREAS, the City has determined that it is in the public interest to purchase 412 Highland Avenue (Block Map Sheet 7-16-01-255.000), 414 Highland Avenue (Block Map Sheet 7-16-01-256.00), 328 Caulder Avenue (Block Map Sheet 7-16-01-157.00), 330 Caulder Avenue (Block Map Sheet 7-16-01-158.00), and 334 Caulder Avenue (Block Map Sheet 7-16-01-159.00).

NOW, THEREFORE, BE IT RESOLVED By the Mayor and Members of City Council of the City of Spartanburg, South Carolina, in Council assembled:

Section1: Voluntary purchase of property located 412 Highland Avenue (Block Map Sheet 7-16-01-255.000), 414 Highland Avenue (Block Map Sheet 7-16-01-256.00), 328 Caulder Avenue (Block Map Sheet 7-16-01-157.00), 330 Caulder Avenue (Block Map Sheet 7-16-01-158.00), and 334 Caulder Avenue (Block Map Sheet 7-16-01-159.00) is hereby authorized.

Section 2: This Resolution shall become effective upon the date of enactment.

DONE AND RATIFIED this _____ day of July, 2015.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Spartanburg County Assessor			
Parcel: 7-16-01-255.00 Acres: 0			
Name:	WEST BRIAN BRADLEY	Land Value	\$6,000.00
Site:	412 HIGHLAND AVE	Improvement Val.	\$17,400.00
Sale:	\$\$1 on 07-1995 Vacant= Qual=7	Accessory Value	\$0.00
Mail:	180 SARATOGA AVE SPARTANBURG, SC 29302	Total Value	\$23,400.00



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Date printed: 07/08/15 : 19:57:42



Spartanburg County Assessor			
Parcel: 7-16-01-256.00 Acres: 0			
Name:	WEST BRIAN BRADLEY	Land Value	\$6,000.00
Site:	414 HIGHLAND AVE	Improvement Val.	\$22,300.00
Sale:	\$\$25,000 on 07-1992 Vacant= Qual=1	Accessory Value	\$0.00
Mail:	180 SARATOGA AVE SPARTANBURG, SC 29302	Total Value	\$28,300.00



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Spartanburg County Assessor			
Parcel: 7-16-07-157.00 Acres: 0			
Name:	CALVERT ROBIN C	Land Value	\$8,500.00
Site:	328 CAULDER AVE	Improvement Val.	\$0.00
Sale:	\$\$5 on 07-1998 Vacant= Qual=2	Accessory Value	\$0.00
Mail:	613 OAKHOLLOW CT	Total Value	\$8,500.00
	SPARTANBURG, SC 29301-5313		



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Date printed: 07/09/15 : 11:26:45



Spartanburg County Assessor			
Parcel: 7-16-07-158.00 Acres: 0			
Name:	CALVERT ROBIN C	Land Value	\$8,500.00
Site:	330 CAULDER AVE	Improvement Val.	\$31,100.00
Sale:	\$5 on 07-1998 Vacant= Qual=2	Accessory Value	\$0.00
Mail:	613 OAKHOLLOW CT	Total Value	\$39,600.00
	SPARTANBURG, SC 29301-5313		



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Date printed: 07/08/15 : 19:58:51



Spartanburg County Assessor			
Parcel: 7-16-07-159.00 Acres: 0			
Name:	CALVERT ROBIN C	Land Value	\$8,500.00
Site:	334 CAULDER AVE	Improvement Val.	\$0.00
Sale:	\$\$5 on 07-1998 Vacant= Qual=2	Accessory Value	\$0.00
Mail:	613 OAKHOLLOW CT SPARTANBURG, SC 29301-5313	Total Value	\$8,500.00



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Date printed: 07/09/15 : 11:28:07



REQUEST FOR CITY COUNCIL ACTION

TO: Members of Council

FROM: Junie L. White, Mayor

SUBJECT: Resolution Providing for a Two-year Renewal of the Municipal Judge's Contract

DATE: July 9, 2015

BACKGROUND

Judge Erika L. McJimpsey has been the Municipal Judge since 2011. Her contract is due for renewal.

ACTION REQUESTED: Approval of a Resolution authorizing the City Manager to enter into a new contract with Erika L. McJimpsey as Municipal Judge for a term of two years with an annual salary as approved by City Council.

BUDGET & FINANCIAL DATA: Funding included in FY16 Budget as approved by City Council.

**RESOLUTION TO AUTHORIZE THE CITY
MANAGER TO ENTER INTO AN EMPLOYMENT
CONTRACT FOR MUNICIPAL JUDGE**

WHEREAS, South Carolina Code of Laws Section 14-25-15 requires municipal judges to be appointed for a term of not less than two years; and

WHEREAS, Erika L. McJimpsey has been employed by the City of Spartanburg as the Municipal Judge since 2011; and

WHEREAS, City Council is pleased with the performance of Judge McJimpsey and desires to retain her; and

NOW, THEREFORE, BE IT RESOLVED By the Mayor and Members of Council of the City of Spartanburg in Council assembled:

Section 1. The City Manager is authorized to sign a two-year contract with Ms. McJimpsey, upon review by the City Attorney.

Section 2. The employment contract of the Municipal Judge will include terms for the annual salary of the Municipal Judge as approved by City Council.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

This Resolution adopted this ____ day of _____, 2015.

Junie L. White, Mayor.

ATTEST:

Connie S. McIntyre, City Clerk.

APPROVED AS TO FORM:

Cathy Hofer McCabe, City Attorney.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2015, by and between the City of Spartanburg, South Carolina ("Employer") and Erika L. McJimpsey ("Employee").

WITNESSETH:

WHEREAS, Employer desires to employ Employee as its full-time Municipal Judge as provided by the Statutes of the State of South Carolina, the Ordinances of the City of Spartanburg, and the Orders of the South Carolina Supreme Court and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Employee as hereinafter more fully set forth; and

WHEREAS, Employee desires to accept employment as Employer's Municipal Judge upon the terms and conditions as hereinafter more fully set forth.

NOW THEREFORE, in consideration of their mutual promises, covenants and conditions as hereinafter set forth the receipt and sufficiency of which consideration is hereby conclusively acknowledged herein contained, the parties hereto agree as follows:

Section 1: Employment/Duties

Employer hereby agrees to employ Employee and Employee hereby agrees to become employed by Employer as Employer's Municipal Judge to perform the functions and duties of Municipal Judge as specified by Employer's City Ordinances, the statutory laws of the State of South Carolina, and the Orders of the Supreme Court and to perform other legally permissible and proper duties and functions as shall be designated and assigned to Employee by Employer's City Council ("Council").

Section 2: Term

The term of Employee's employment as Employer's Municipal Judge shall be two (2) years commencing on July 1, 2015 and ending on June 30, 2017 (the "Term"). During the Term (as same may be extended or sooner terminated as hereinafter provided) Employee may accept other employment provided, however, that such employment does not interfere with or affect the duties and responsibilities of Municipal Judge and such employment is approved by City Council.

Section 3: Resignation

Employee may voluntarily resign her position as Municipal Judge before the expiration of the Term, or any extension thereof, provided Employee shall give Employer ninety (90) days advance thereof.

Notwithstanding the foregoing, in the event Employee is permanently disabled or is otherwise unable to perform her duties as Municipal Judge by reason of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement.

Section 4: Salary

Employer agrees to pay Employee for her services rendered pursuant hereto an annual salary of _____ payable in installments in the same manner and at the same time as other management employees of the Employer are paid. Employer will also provide Employee with medical and dental insurance, retirement and other benefits available to full-time City employees. Employee is designated as an Exempt Employee and is not eligible for overtime pay. Employee will be credited with annual and exempt leave hours as other management employees of the City.

In addition, Employer agrees to increase said salary of Employee in such amounts and to such extent as Council may determine that it is desirable to do so on the basis of an annual review of said Employee.

Section 5: Performance Evaluation

- A. Council shall review and evaluate the performance of Employee at least once annually (the "Performance Evaluation") with Council ultimately deciding the method by which the evaluation will be executed. The Employee will be given an adequate opportunity to address Council as part of the Performance Evaluation process.
- B. As part of Council's review and evaluation, it may include a random survey of individuals who have appeared before the Employee in Court.

Section 6: Hours of Work

It is anticipated by the parties hereto that Employee shall be required to devote at least eighty (80) hours per two-week pay period to the business of Employer.

Regarding General Leave Time, Employee is to give notice to the City Council through the Mayor and copying the City Manager.

Employee is to complete and submit to Employer time sheets every two weeks in accordance with Employer practices.

Section 7: Essential Functions of the Municipal Judge

By her signature below, Employee agrees to perform the following duties and responsibilities which include, but are not limited to, as follows:

- Direct the day-to-day operations (finances, budget, personnel, etc.) of the Municipal Court and direct its personnel in conformance with City policies. Employee recognizes that Court personnel report to the City Manager and that such personnel are for the support of the Court function. However, any day-to-day operations that are in non-conformance of City policies or having budgetary consequences in any department must be discussed with the City Manager and approved by the City Manager.
- Administer Court at all times so as to comply with reasonable requests of any other municipal departments, or of the executive and legislative branches of City government, so long as such compliance does not impair the necessary independence of the Court.
- Comply with written directives which apply to administrative and financial matters of the Employer as directed by the City Manager. These directives will not apply to judicial issues.
- Consider the needs for efficient and effective Court operations with the Court's responsibility for impartial administration of the judicial process.
- Provide not less than quarterly written reports to City Council on matters pertinent to the operations of the Municipal Court including trial volumes and resolution.
- Provide City Council with written requests to appear before City Council at regular City Council meetings and copy the City Manager on any written request to appear before City Council.
- Demonstrate mutual respect for all persons at all levels.
- Create a culture by which each employee has an opportunity to make a full organizational contribution to the department and encourages opportunity through open door communication techniques.
- Preside over court proceedings and determines pleas, motions, sentencing issues and all other matters for which the Court has jurisdiction.

- Manage the case schedule in the courtroom in an effective and efficient matter in consideration of the resources and capacity, including, but not limited to, financial resources and capacity of other City departments in the City as a whole.
- Establish and maintain effective working relationships with City staff including, but not limited to, the City Prosecutor(s) and the general public.
- Keep abreast of the changes in City Ordinances and those stemming from higher Court decisions.
- Communicate complex ideas effectively both orally and in writing.
- Render legal decisions and to assess penalties in a fair and impartial manner.

Section 8: Professional Development

The Employee must be a member in good standing with the South Carolina Bar Association. It is preferred that the Employee be a member of the Spartanburg County Bar Association.

It is agreed that the Employee will enroll in the necessary Continuing Legal Education classes to remain a member in good standing with the South Carolina Bar Association and the Judiciary. All Continuing Legal Education and other Court training will be at the expense of the City.

Section 9: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Ed Memmott, City Manager, City of Spartanburg, Post Office Box 1749, Spartanburg, SC 29304.

With copy to: Honorable Junie L. White, Mayor, City of Spartanburg, Post Office Box 1749, Spartanburg, SC 29304.

And copy to: Cathy H. McCabe, City Attorney, City of Spartanburg, Post Office Box 1749, Spartanburg, SC 29304.

EMPLOYEE: Erika L. McJimpsey, 502 Yorktown Place, Moore, SC 29369

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or four days after the date of deposit of such written notice with the United States Postal Service.

Section 10: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF Employer has caused this Agreement to be signed and executed in its behalf by its City Manager and Employee has signed and executed this Agreement, both in duplicate the day and year first above written.

EMPLOYER, CITY OF SPARTANBURG

(Witness)

By _____
Ed Memmott

(Witness)

Its: City Manager

Approved as to Form:

Cathy Hoefler McCabe, City Attorney

(Witness)

EMPLOYEE, ERIKA L. McJIMPSEY

(Witness)



REQUEST FOR COUNCIL ACTION

TO: Ed Memmott, City Manager
FROM: Mark Ford, Manager, Grounds & Environmental Services
SUBJECT: Award of Bid for Landscape Maintenance Contract
DATE: July 8, 2015

BACKGROUND:

The City contracts for grounds maintenance of certain leased parks and green spaces. These locations are:

Mary H. Wright Greenway	Irwin Park
Andrews Farm Park	Bethlehem Center
Adams Park	Fairgrounds BB
Park Hills Area	TK Gregg (former site)

Staff solicited competitive bids for this work. Bids were submitted by:

Clipping Grounds, Spartanburg, SC	\$57,583
US Lawns, Spartanburg, SC	\$68,454
Green's Landscaping, Inman, SC	\$76,500

Clipping Grounds is a certified MWBE contractor and has provided reliable service to the City for several years. Staff is recommending contract award to Clipping Grounds.

ACTION REQUESTED: Council authorization for the City Manager to enter into a contract with Clipping Grounds for grounds maintenance in the amount of \$57,583 annually.

BUDGET AND FINANCE DATA: Grounds Maintenance Division - Professional Services \$57,583



REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council

FROM: Chris Story, Assistant City Manager

SUBJECT: Requested Approval of Development Agreement to Support the Renovation and Reuse of 137 W. Main Street

DATE: July 9, 2015

137 West Main is an important structure within the historic blocks of Morgan Square. It has been vacant for many years. It was most recently occupied by the Sandwich Factory which closed over five years ago. Since that time, our Economic Development staff has sought to encourage its renovation and reuse.

Earlier this year, 137 West Main LLC, a locally owned corporation purchased the building for the purpose of renovating and restoring the property to being a productive contributor to our downtown. The attached development agreement would provide necessary incentives to ensure completion of this undertaking. We recommend your approval.

Please let us know if you have any questions.

COUNTY OF SPARTANBURG) DEVELOPMENT AGREEMENT
) BETWEEN
) THE CITY OF SPARTANBURG,
) AND
 STATE OF SOUTH CAROLINA) 137 WEST MAIN LLC

WHEREAS, the City of Spartanburg (the “City”) has determined it is in its best interest to encourage private investment by providing incentives that have included, but are not limited to, discounted land sales, façade renovation grants, residential development grants, special assessments, and funding of public improvements; and

WHEREAS, the City has provided incentives to projects that provide significant benefit and leveraging of public resources and which are likely to create additional jobs and generate revenues for the City; and

WHEREAS, 137 WEST MAIN LLC, a South Carolina limited liability company (the “Developer”), and its affiliates, have acquired and begun renovation of the structure located at 137 West Main Street; and

WHEREAS, 137 West Main Street is a contributing property to the Morgan Square Historic District and is of strategic importance to the positive development of the center of downtown Spartanburg; and

WHEREAS, the Developer has requested financial assistance in returning the property to productive and positive use; and

WHEREAS, SC State Code provides a mechanism for local governments to offer a Special Assessment for Rehabilitated Historic Properties to provide tax incentives for those undertaking projects of this nature.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer and the City in consideration of the promises and the mutual covenants and agreements herein contained do hereby agree to the following:

Developer Commitments:

1. To fully renovate the 137 West Main expending a minimum of \$150,000 on the project (the “Project”).
2. To lease the ground floor commercial space to an appropriate commercial tenant whose business will be complementary and contributing to the continued progress of Morgan Square.
3. To engage properly licensed contractor(s) and/or subcontractor(s) to make the interior and exterior improvements as stated above.

4. To meet all typical and customary City permitting (Zoning, Building Inspections, and Business License) requirements. Nothing in this Agreement relieves the Property Owner from complying with all other City Ordinances, statutes, laws, or regulations that pertain to the construction of the Project.

City Commitments:

1. Take necessary steps to ensure the project benefits from a Special Assessment for Rehabilitated Historic Property for a period of five (5) years.
2. Upon identification of desirable committed commercial tenant for the ground floor, provide Developer with a grant to reimburse 15% of documented expenditures on the renovation and tenant upfit of the ground floor. 50% of the grant amount will be distributed at opening, 25% after first full year of operation, and the final 25% after second full year of operation.

General Conditions

1. **Invalidity.** Should any of the provisions of this Agreement held invalid in whole or in part, it shall not affect or invalidate the balance of such provision or any other provisions.
2. **Amendments.** This Agreement may not be amended, modified or changed, except by an instrument in writing and signed by all the parties.
3. **Entire Agreement.** This Agreement contains the sole and entire understanding between the parties, and all other promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement.
4. **Notices.** All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by overnight courier, or by fax, with evidence of delivery, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder.
5. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall

constitute one and the same agreement.

- 6. **Successor and Assigns; Termination.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns. This Agreement may only be terminated with the consent of all parties hereto.
- 7. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 8. **No Continuing Waiver.** The waiver of any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and executed this Agreement this _____ day of _____, 2015.

IN THE PRESENCE OF:

137 WEST MAIN LLC

By: _____
Its:

CITY OF SPARTANBURG

By: _____
Ed Memmott
Its: City Manager

ATTEST:

By: _____
Connie McIntyre
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Cathy H. McCabe
City Attorney