



CITY OF SPARTANBURG

SOUTH CAROLINA

CITY COUNCIL AGENDA

**City Council Meeting
City Council Chambers
145 West Broad Street
Spartanburg, SC
Monday, September 8, 2014
5:30 p.m.**

- I. Moment of Silence**
- II. Pledge of Allegiance**
- III. Approval of the Minutes of the August 25, 2014 City Council Meeting**
- IV. Approval of Agenda of the September 8, 2014 City Council Meeting**
- V. Public Comment**
*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
- VI. Update - Church Street Lofts**
Presenter: Nancy Burt and Julie Pierson, Church Street Lofts Representatives
- VII. Resolutions**
 - A. To Approve the City to Enter Into an Interagency Agreement with Charles Lea Industrial Corporation (Clean Crew), a Subsidiary of the Charles Lea Center**
Presenter: David Cook, Construction and Facility Manager
 - B. Directing the Closing of an Unopened 50' Public Right-of-Way on Market Street between 489 and 505 W. Main Street from W. Main Street to Marlboro Road**
Presenter: Cathy McCabe, City Attorney
- VIII. City Council Updates**
- IX. Executive Session to Receive Economic Development Update**
- X. 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.*

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.



**City Council Meeting
City Council Chambers
145 West Broad Street
Spartanburg, SC
Monday, August 25, 2014
5:30 p.m.**

**(These minutes are subject to approval at the
September 8, 2014 City Council meeting.)**

City Council met this date with the following members present: Mayor Junie White, Mayor pro tem Jan Scalisi, Councilmembers Cate Ryba, Erica Brown, Robert Reeder, Jerome Rice, and Sterling Anderson. 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.**
- II. Pledge of Allegiance – recited.**
- III. Approval of the Minutes of the August 11, 2014 City Council Meeting –**
*Councilmember Rice made a motion to approve the minutes as received.
Councilmember Ryba seconded the motion, which carried unanimously 7 to 0.*
- IV. Approval of Agenda of the August 25, 2014 City Council Meeting –**
Councilmember Ryba made a motion to approve the agenda as received. Mayor pro tem Scalisi seconded the motion, which carried unanimously 7 to 0.
- V. Public Comment – Chris Jennings, Executive Director, Spartanburg County Convention and Visitors Bureau, updated Council on the success of the Hubapalooza event and the 2014 Carolina Panthers Training Camp attendance and economic impact.**
- VI. Presentation on Behalf of Miss Spartanburg Pageant Association**
Presenter: Terry Phillips, Local Executive Director
Mr. Phillips gave a history of the Miss Spartanburg Pageant. He asked Council for \$1,000 to go toward the scholarship fund.
After a lengthy discussion, Councilmember Anderson made a motion to carry over any decision on the request to another meeting. Councilmember Reeder seconded the motion, which carried unanimously 7 to 0.

At the conclusion of the meeting, Mayor White appointed a committee to research the funding request by the Miss Spartanburg Pageant Association. He appointed Mayor pro tem Scalisi as Chair of the committee, with Councilmembers Rice and Brown also serving on the committee.

VII. Resolutions

- A. Directing the Closing of an Unopened Road between Lots 2 & 3 and an Unopened Alley between Lots 3 & 4 in the City of Spartanburg between Norris Street and Gibson Street as Shown on the Survey for Spartanburg Sanitary Sewer District by Lavender, Smith & Associates Dated September 4, 2013**

Presenter: Cathy McCabe, City Attorney

Ms. McCabe presented the item to City Council as follows:

“When providing a survey of Stewart Park to show sanitary sewer/water easements, the unopened road and unopened alley were detected. Upon further review in a title search, it was determined that the unopened road and unopened alley were part of property originally conveyed to the City in 1959.

This action is merely a formality so that the survey of the property no longer is encumbered by an unopened road or alley

Staff is requesting approval of Resolution.”

Councilmember Rice made a motion to approve the resolution as requested.

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

- B. Approving Donation of 0 Annie Street (Block Map Sheet 7-12-06-168.00)**

Presenter: Cathy McCabe, City Attorney

Ms. McCabe presented the item to City Council as follows:

“Property located at 0 Annie Street (Block Map Sheet 7-12-06-168.00) is owned by Maxim Commercial Capital, LLC and is located in Renaissance Park. This property is adjacent to property already owned by the City. Maxim Commercial Capital, LLC wishes to donate the property to the City.

Staff recommends accepting the donation of the parcel.

Staff is requesting approval of Resolution accepting the donation of the property.”

Mayor pro tem Scalisi made a motion to approve the resolution as requested.

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

VIII. Consent Agenda

- A. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance and Comprehensive Plan Land Use Element, by Amending Section 206, Changes to District Boundaries, Specifically Parcel 7-12-09-280.00 located on 148 N. Walker Street, which is Currently Zones B-4, with a Land Use Designation of Heavy Commercial District to Zone B-3, with a Land Use Designation of General Business District, from David R. Seegers, Owner. The purpose for the request is to permit the Owner to turn the property back into a residential property and live there. (Second Reading)**

Presenter: Joshua Henderson, Planning Coordinator

- B. Authorizing the City of Spartanburg, South Carolina, To Execute and Deliver Equipment Lease Purchase Agreements in an Aggregate Amount Not Exceeding**

\$218,000 Between the City and the Lessor Thereof to Defray the Cost of Acquiring Certain Equipment; and Other Matters Relating Thereto (Second Reading)

Presenter: Chris Story, Assistant City Manager

Councilmember Reeder made a motion to approve the consent agenda as received. Councilmember Ryba seconded the motion, which carried unanimously 7 to 0.

IX. Other Business

A. Award of Contract City Hall Parking Lot Improvements

Presenter: Tim Carter, Engineering Administrator

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

“Staff has been working to improve the function of the City Hall parking lot. Project objectives are to increase the availability of public parking, improve internal circulation, improve pedestrian safety, enhance appearances, and extend the life cycle of the parking lot. To achieve these outcomes, three “landscape islands” (which will channel and improve traffic flow), new sidewalk (which will better separate pedestrian and vehicular traffic), new signage, additional plant material, asphalt seal coating, and new pavement markings will be installed. Total estimated cost for all improvements is approximately \$70,000. The first stage of this work will be the removal and replacement of deteriorating concrete curbing and sidewalks.

At this time, staff is requesting Council authorization to proceed with the curb and sidewalk work. Additional bids/quotes will be accepted from other contractors for the balance of the work. This curb and sidewalk project was publicly advertised with the following bids submitted:

Concrete Design & Construction Company, (Spartanburg, SC)	\$ 29,968.00
Vaughn’s Curbing Company LLC (Woodruff, SC)	\$ 35,780.00
Capitol Construction of the Carolinas, LLC (Spartanburg, SC)	\$ 39,534.00
Ashmore Bros. Inc. (Greer, SC)	\$ 80,150.00

Staff has reviewed these bids/contractor qualifications and has determined that Concrete Design & Construction Company is the responsive low bidder. No bids were submitted from MWBE certified contractors.

Staff is requesting City Council to allow staff to accept the bid from Concrete Design & Construction Company and authorize the City Manager to enter into a contract with Concrete Design & Construction Company for the completion of the project.

BUDGET AND FINANCE DATA: \$29,968 – Building Facilities Improvement Fund”

Councilmember Reeder made a motion to award the contract to Concrete Design & Construction Company, Spartanburg, SC in the amount of \$29,968. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.

B. Approval to Purchase One 75 Ft. Ladder Aerial

Presenter: Marion Blackwell, Fire Chief

Chief Blackwell presented the item to City Council as follows:

“Over the past year, the Fire Department has researched and prepared a bid specification to serve the needs of our citizens and city. The proposed aerial ladder will provide fire suppression and elevated rescue for all areas of the city. This aerial is a replacement for an aerial that needs to be removed from the fleet after 20 years of service. The bid document was prepared by a committee of driver/operators under the direction of Asst. Chief Culbreth. The bid document was reviewed and approved by Chief Blackwell.

The City’s Procurement and Property staff received two bids on May 10, 2011, (proposal# 1314-05-13-01) one 75 ft. aerial to be delivered to City Hall. No

Company	Amount
Spartan Fire Apparatus	\$843,974
C.W. Williams & Co.	\$874,996
C.W. Williams & Co. did not meet the technical specifications of the bid	

M.W.B.E. responded.

ACTION REQUESTED: The Fire Department requests approval to purchase one (1) 75 ft. Aerial from Spartan Fire Apparatus, in accordance with proposal number 1314-05-13-01.

BUDGET AND FINANCIAL DATA: The Engine is funded through the Equipment Replacement Fund. “

Councilmember Reeder made a motion to approve the ladder aerial as requested. Councilmember Brown seconded the motion, which carried unanimously 7 to 0.

**C. Approval of Applicants for Boards and Commissions –
Storm Water Board and SADAC**

Presenter: Connie McIntyre, City Clerk

Ms. McIntyre presented applicants for Storm Water Board and SADAC with Council action as follows:

Councilmember Ryba made a motion to waive the rules and appoint William C. Schwartz, Jr. to the Storm Water Board. Councilmember Reeder seconded the motion, which carried unanimously 7 to 0.

Councilmember Reeder made a motion to waive the rules and appoint Rena Thompson-Hunter to SADAC. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.

X. City Council Updates -

Mayor pro tem Scalisi offered congratulations to the Mary Black Foundation and the City for being selected as one of five communities nationally to compete in the national „Way to Wellville „challenge. She mentioned she had attended the Spartanburg County Municipal Association meeting the previous Thursday where members of the Legislative Delegation attended to update the group on what was going on in Columbia. She also shared that she attended two separate meetings at ACOG, the Committee on Seniors and the regular meeting

Councilmember Reeder thanked Mr. Memmott and staff for the quick response and tremendous repair to the sink hole that developed on Lincoln Dr. (his street). He thanked Mark Cleveland for his efforts in making the SCMA meeting a success and reported that Mr. Cleveland was re-elected to serve in the position of Secretary/Treasurer. He mentioned that Congressman James Clyburn would be in town for an event Tuesday evening regarding “The Power of Partnerships and Environmental Justice”. He shared the event would take place at Spartanburg Community College beginning at 5:00 p.m.

Councilmember Ryba shared that Craig Kinley from Growler Haus would be hosting the “Great Ideas” back to school event with Jack McBride speaking about how he started his business in Spartanburg. It will be a forum for anyone hoping to start their own business in Spartanburg on August 27 at 5:30. On September 9, the “Code for Spartanburg” group will meet at the Ironyard to discuss uses of technology/data to solve civic issues and improve city services. The Chapman Cultural Center has come up with an innovative way to highlight all that Spartanburg's creative community has to offer, and a new event to be held in Downtown Spartanburg on September 6 from 11 a.m. to 5 p.m. (on Liberty St. between Chapman and "The George") offers a new way to do just that. #1Spark! is a festival of ideas, bringing together two of the most important creative forces in our community, business and the arts. The goal is to "spark" innovation bringing local artists together with local entrepreneurs to help connect the dots between ideas and people. The Chapman Cultural Center is partnering with The George, The Ironyard, The Chamber of Commerce and Growler Haus to bring this event to our city. Their tag line is, “Where Creativity and Innovation Will Collide”.

Councilmember Brown reminded everyone about Jazz on the Square, Downtown Bites on Morgan Square, September 20 from 4 to 11, and the Bruce Hornsby concert at Barnet Park on September 20 at 8:00 p.m. (gates open at 6:00 p.m.)

Councilmember Anderson mentioned he attended the SCMA for a brief time. He shared that he attended the Woodland Heights Neighborhood Association meeting where speed humps on St. James Dr. was discussed. He stated that he met with Pastor Rob Brown of St. Matthews Episcopal Church and discussed the park at the church. He shared he did a tour of the residential areas on the Westside, and he reported that the Heather Dr. project was completed.

Councilmember Rice commented that he saw the new playground equipment at Priscilla Rumley Park and that it looked really nice. He mentioned that he invited Mayor pro tem Scalisi, along with some of the neighborhood associations – Hampton Heights, Converse Street, Highland, Mary Wright Achievers – and other friends of Mary H. Wright Elementary School to welcome the students and show their support.

- XI. Adjournment** – *Mayor pro tem Scalisi made a motion to adjourn the meeting. Councilmember Ryba seconded the motion, which carried unanimously 7 to 0. The meeting adjourned at 6:30 p.m.*



Connie S. McIntyre, City Clerk



CITY OF SPARTANBURG PUBLIC COMMENT/CITIZEN APPEARANCE

CITY COUNCIL MEETING DATE: 8/25

NAME: CHRIS JENNINGS

ADDRESS: 105 N PINE ST

CONTACT NUMBER: 208-4525
(Optional - Provide only if you want to be contacted.)

CITY RESIDENT:	BUSINESS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	RESIDENT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

BRIEF SUMMARY OF PUBLIC COMMENT SUBJECT:

Thanks to City Staff for Hubapalooza

Report on Panthers Training Camp - leave behind

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REQUEST FOR CITY COUNCIL ACTION

TO: Ed Memmott, City Manager

FROM: David Cook, Construction and Facility Manager

SUBJECT: Approval to Authorize the City Manager to Execute an Interagency Agreement for Janitorial Services

DATE: September 8, 2014

BACKGROUND: For many years the City has contracted for janitorial services. As with any contracted service, staff monitors contractor performance and periodically reviews options to improve services.

At this time, staff believes the City would be better served by terminating its current janitorial contract and entering into an agreement with Clean Crew. Clean Crew is a subsidiary of the Charles Lea Center. City staff has worked carefully to fully specify janitorial needs and has worked prospectively with Clean Crew management to review those specifications at each facility. Staff believes the City will receive much better service from Clean Crew.

Under procurement codes, the City is permitted to negotiate directly with another governmental entity for service without engaging in a competitive bid process. Staff is very optimistic that Clean Crew will provide a high level of service to the City. Staff is also excited about the possibility of providing additional employment opportunities for people having developmental challenges.

The annual contract with Charles Lea will be \$121,643 which is within approved budget limits.

ACTION REQUESTED:

Authorize the City Manager to execute an Interagency Agreement with Charles Lea to provide janitorial services in City facilities.

BUDGET & FINANCIAL DATA:

\$121,643.

A RESOLUTION

TO APPROVE THE CITY TO ENTER INTO AN INTERAGENCY AGREEMENT WITH CHARLES LEA INDUSTRIAL CORPORATION (CLEAN CREW), A SUBSIDIARY OF THE CHARLES LEA CENTER.

WHEREAS, the City of Spartanburg (“City”) has an interest and obligation to provide an economical, yet high-quality cleaning outcome in the facilities it operates on behalf of its constituents and staff to ensure their health and comfort; and

WHEREAS, the City, through its equal employment opportunity initiatives and the Mayor’s Committee for People With Disabilities, has expressed its commitment to support and promote the employment of disabled individuals; and

WHEREAS, the Charles Lea Center, through its subsidiary the Charles Lea Industrial Corporation, operates a business called Clean Crew that employs people with disabilities to provide high-quality cleaning services; and

WHEREAS, both the City and the Charles Lea Center are considered as “Public Procurement Units”, subject to the restrictions and enabling tenants encompassed under South Carolina Consolidated Procurement Code 11-35; and

WHEREAS, it is permissible under S.C. Code § 11-35-4860 (1)(2), SC Model Procurement Ordinance Section 8-203 and City of Spartanburg Procurement Policy, for Public Procurement Units to enter into agreements to supply personnel and/or services to each other.

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

Section 1. That the City Manager is authorized to enter into an agreement with Charles Lea Industrial Corporation (Clean Crew) to provide janitorial/cleaning services as outlined in the draft Interagency Agreement attached hereto.

Section 2. This Resolution shall become effective immediately upon its enactment.

DONE AND RATIFIED this _____ day of _____, 2014.

Junie L. White, Mayor.

ATTEST:

Connie S. McIntyre, City Clerk.



Interagency Agreement

Enabling Rationale

Whereas...the City of Spartanburg has an interest and obligation to provide an economical, yet high-quality cleaning outcome in the facilities it operates on behalf of its constituents and staff to ensure their health and comfort, and,

Whereas...the City of Spartanburg, through its equal employment opportunity initiatives and the Mayor's Committee for People With Disabilities, has expressed its commitment to support and promote the employment of disabled individuals, and,

Whereas...the Charles Lea Center, through its subsidiary the Charles Lea Industrial Corporation, operates a business called Clean Crew that employs people with disabilities to provide high-quality cleaning services, and,

Whereas...both the City of Spartanburg and the Charles Lea Center are considered as "Public Procurement Units", subject to the restrictions and enabling tenants encompassed under South Carolina Consolidated Procurement Code 11-35, and,

Whereas...it is permissible under SC Code 11-35-4860 (1)(2), SC Model Procurement Ordinance Section 8-203, and City of Spartanburg Procurement & Property Management Policies and Procedures Section XX(20), for Public Procurement Units to enter into agreements to supply personnel and/or services to each other....

Therefore...the City of Spartanburg and the Charles Lea Industrial Corporation hereby enter into an agreement for the Charles Lea Industrial Corporation, through its Clean Crew business affiliate, to provide cleaning services for the City of Spartanburg. The terms and scope of this interagency agreement are set forth as follows:

Parties to Agreement

Upon execution, the following terms will constitute a Cleaning Services Agreement (the "Agreement") between the Charles Lea Industrial Corporation (hereinafter referred to as "Clean Crew"), 195 Burdette St., Spartanburg, SC, 29307, (864) 585-0322, and the City of Spartanburg (COS), 145 W. Broad St. Spartanburg, SC, 29306, (864) 596-2026.

General Terms of Agreement

The "Scope of Services" attached to this Agreement as Addendum A shall serve to define the specific buildings and areas of the COS to be cleaned, and will outline the specific cleaning tasks to be performed and the frequency for performing each task. Clean Crew agrees to provide all labor and supervision necessary to assure high quality execution of the cleaning services outlined in the "Scope of Services" addendum.

Reviewers of this Agreement may benefit from first familiarizing themselves with the details provided in the "Scope of Services" addendum, attached hereto and incorporated by reference, as doing so will help provide context and relevance to the terms, costs, and commitments outlined herein.

Employee Status

Personnel supplied by Clean Crew are deemed employees of Clean Crew, and will not for any purpose be considered employees of COS.

Insurance

Prior to beginning operations on COS property, Clean Crew will furnish all forms of insurance required by law and by COS's vendor compliance requirements, naming COS as additional insured, and will maintain the same in force throughout the term of this Agreement. This will include South Carolina Worker's Compensation, South Carolina Unemployment, Comprehensive General Liability, and Property Damage coverage.

Right of Replacement

While Clean Crew commits to making all reasonable efforts to have the same employees working to fulfill its obligations under this Agreement, it reserves the option to add, subtract, or replace employees as it deems appropriate. Likewise, COS may request that Clean Crew remove and/or replace any employee that is working on COS's property. Clean Crew agrees that it will honor and fulfill such request as long as doing so would not be a violation of law.

Frequency of Service

Unless requested otherwise, and agreed to in advance by both parties, cleaning service operations will take place five days a week, Monday – Friday. Clean Crew will observe the same holidays observed by COS. Any subsequent request for services on holidays may result in additional charges equal to the actual additional costs that Clean Crew incurs to fulfill the request. COS will not be responsible for payment to Clean Crew for any days when scheduled cleaning services cannot be provided, in whole or in part (see "Schedule of Fees" and "Impossibility" sections below for adjustment levels and exceptions).

Schedule of Fees

Following is a schedule of fees for providing the services detailed in the "Scope of Services" addendum, and noted elsewhere in this Agreement. Calculations for the initial year of this Agreement are based on providing scheduled services 251 days per year (October 1, 2014 – September 30, 2015, and assumes 10 holidays); for billing convenience, monthly fees will consist of 12 equal periods with 20.92 days each. If renewed for future years, calculations will be adjusted to reflect the actual number of service days in that year.

City of Spartanburg - Cleaning Services Agreement

Service Area or Item	Monthly Fee	Annual Total	Daily Credit*
11 City Facilities (See "Scope of Services")	\$ 10,137.00	\$ 121,643.00	\$ 485.00
Total For All Scheduled Services	\$ 10,137.00	\$ 121,643.00	\$ 485.00
Additional Services – When requested work is performed before or after shift			\$ 10.00 per man hour
Additional Services – If requested work results in supervisory overtime			\$ 22.00 per supervisor hr

*If, pursuant to terms outlined in the "Impossibility" section below, Clean Crew is unable to perform cleaning services on a day when scheduled to do so, the amount listed under "Daily Credit" will be deducted from the corresponding monthly invoice.

Payment

All invoices will be itemized according to the work performed in the preceding month, to include detail on any additional services or costs not included in the standard monthly fee. Invoices will be submitted no later than 10 days following the month in which the work was performed, and are due and payable within 30 days of receipt.

COS will raise any disputed charge(s) within 10 days after receipt of the invoice. Clean Crew will work with COS in resolving any such disputed charges; should resolution of the dispute result in a change in the amount due, Clean Crew will present COS with a revised invoice, payment of which will be due within ten (10) days of receipt.

Additional Services Authorization

Any request for additional services that are not specifically included in the "Scope of Services" addendum must be submitted in writing (e-mail, fax, or work order) to Clean Crew, preferably with at least seven days advance notice. Clean Crew will make every reasonable attempt to fulfill requests submitted with less than seven days advance notice; however, COS understands and agrees that such requests are more likely to incur additional charges for supervisory overtime, which are charged at a higher rate (see "Schedule of Fees" above). A copy of the written request for additional services will be submitted with the invoice reflecting such services.

COS has indicated that the following management personnel are authorized to submit a written request for additional services. Should either of the following leave their current role, the person hired to fill their position will assume their authorization.

David Cook, Construction Project/Facility Maintenance Manager

Hiring Clean Crew Employees

Clean Crew's mission includes the training and development of qualifying individuals with disabilities to secure individual employment with private or public organizations. Should COS wish to extend an offer of employment to any of the workers employed by Clean Crew (excluding managers or supervisors), it would

be encouraged. Clean Crew also requests that COS provide two weeks advance notice prior to the start date of any Clean Crew employee hired by the City to allow time for identifying and screening a replacement.

Equipment and Supplies

Clean Crew will provide reusable microfiber cleaning cloths and mop pads, and the frames and handles for the mop pads; Clean Crew will also provide laundry service to wash the microfiber products after each use. Should any special adaptive equipment be required to accommodate a Clean Crew team member, Clean Crew will provide such equipment no additional cost to COS.

COS will provide all other equipment and supplies necessary to perform the cleaning tasks outlined in this Agreement. COS agrees that it is very important that all necessary equipment and supplies are readily available at a convenient, accessible location, and agrees that any time spent by Clean Crew employees to locate and retrieve equipment or supplies may result in additional charges being billed if the delay prevents Clean Crew from completing its assigned tasks in the time scheduled for the affected shift. COS will also provide trash bins or a dumpster at each location to deposit trash that has been collected.

Clean Crew will be responsible for any damages sustained by its employees to COS equipment and/or fixtures and shall provide all repair/replacements, as appropriate, at no cost to COS, except that Clean Crew will not be responsible for repair/replacement of any equipment resulting from normal wear and tear, or for equipment that has reached the end of its useful life.

Operational Safety

Clean Crew will ensure that industry accepted safety practices are followed in the performance of their work, including but not limited to, placing appropriate signage alerting of wet floor conditions. Clean Crew will instruct its employees on appropriate safety measures as they apply to be in compliance with Federal OSHA standards. Clean Crew and COS will maintain, and provide copies to the other party, Safety Data Sheets (SDS) for any chemicals that are used or provided for use in the course of executing the duties set forth in this Agreement.

Access and Privacy

Clean Crew accepts responsibility for all key cards or keys issued to Clean Crew. Clean Crew agrees that no duplicate key cards or keys will be made and Clean Crew will be responsible for the return of the key cards or keys upon the termination of this Agreement or the termination of a Clean Crew employee.

Clean Crew shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using any COS office equipment.

Employee Clearances/Vendor Registration

Clean Crew understands and agrees to comply with all requirements that COS has in place for vendors and vendor employees to work on COS property. Clean Crew will provide, at its own expense, acceptable documentation of the following for each of its employees working on COS property:

- Criminal background check performed by South Carolina Law Enforcement Division
- Screening test verifying the employee is not using drugs that have not been legally prescribed by a physician
- Negative result on a two-step test for tuberculosis
- Proof of immunity test for measles, mumps, and rubella viruses
- Proof of immunity test for chicken pox
- Proof of annual immunization for influenza.

Uniforms/Personal Protective Equipment

Clean Crew will provide its employees with suitable uniforms, to include uniform slacks and a solid color polo shirt. Clean Crew will also provide each employee with non-slip shoes, and safety glasses where appropriate.

COS will provide disposable plastic gloves at each work site as part of its commitment to furnish all supplies.

Communications

Clean Crew will provide cell phone equipment for all of its employees working on COS property. Clean Crew's supervisors will have open access to make and receive calls. Phones for other cleaning staff will be restricted to only make and receive calls to and from their supervisor, and to the 911 emergency response services.

Reporting

Clean Crew will maintain and deliver reporting to COS in such format and manner as COS shall designate, except that such reporting should not be overly time consuming or burdensome on Clean Crew's staff or technical resources.

Performance Review Meetings

Clean Crew and COS agree to hold a Performance Review Meeting once every 60 days during the term of this Agreement. These meetings will provide a forum for each party to assess and discuss any questions, concerns, or proposed changes to the Agreement, including changes to the "Scope of Services" and the associated "Schedule of Fees" sections. No changes to this Agreement will be recognized as valid unless and until they have been reduced to writing and signed by designated representatives of both parties.

Term and Termination

The term of this Agreement shall be for a period of one (1) year following the date that services begin. Thereafter, this Agreement may be extended for two (2) additional one (1) year terms under the same terms and conditions, unless either party provides to the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term. Either party may terminate this Agreement at any time without cause by giving the other party at least thirty (30) prior written notice.

Impossibility

The ability to execute this Agreement, in part or in whole, is subject to the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, medical epidemic, or curtailment of transportation – to the extent that such circumstance makes it illegal, impossible, or inadvisable to provide or use the cleaning services herein described.

Should either party encounter any of the above noted circumstances and require relief from any performance-related terms of this Agreement, they agree to notify the other party as soon as is reasonably possible of the circumstances, at which time both parties agree to negotiate in good faith to reach a fair and equitable resolution.

Indemnification

Clean Crew agrees to protect, indemnify, and save COS harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Clean Crew, its employees, or agents, howsoever caused; provided, however, that Clean Crew's responsibility or liability for any damages arising out of its own acts or omissions are expressly subject to the limitations set forth in Section 33-56-180 and Section 15-78-120 of the South Carolina Code of Laws, and Clean Crew's limit of indemnification or protection for COS is expressly subject to the limitations set forth for COS in Section 15-78-10 et seq. of the South Carolina Code of Laws.

Equal Opportunity Employer

Clean Crew is an Equal Opportunity Employer, and does not discriminate in employment based on race, sex, color, creed, national origin, age, or disability.

Public Relations/Promotion

Clean Crew and COS agree that each party may use its affiliation with the other party in its public relations and/or promotional activities, but only after submitting copies of any press releases, articles, promotional literature, or plans for publicity to the other party and receiving written approval to proceed.

Acceptance

Unless Clean Crew otherwise notifies COS prior to COS's execution of this document, the terms and commitments contained herein will be honored through *Friday, September 12, 2014*.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. All prior agreements and understandings of the parties, whether written or oral, are terminated and superseded by this Agreement and shall be deemed merged herein.

Clean Crew and COS have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

Governing Law

This Agreement shall be governed by the laws of the State of South Carolina.

SIGNATURES

Approved and authorized by the City of Spartanburg:

Name: (Print) _____ Signature: _____

Title: (Print) _____ Date: _____

Approved and authorized by Charles Lea Industrial Corporation, Inc.:

Name: (Print) _____ Signature: _____

Title: (Print) _____ Date: _____

Approved and authorized by Clean Crew:

Name: (Print) _____ Signature: _____

Title: (Print) _____ Date: _____

Addendum A

Scope of Services

The following portion of the Cleaning Services Agreement between Clean Crew and COS specifies the areas to be cleaned, the specific tasks to be performed, and the frequency of each task. Since the contents of this Addendum A are tied closely to the charges outlined in the "Schedule of Fees", this Addendum can only be modified by valid Amendment, signed by the parties. This Addendum A shall be considered as being fully accepted upon the execution of the Cleaning Services Agreement, of which it is a part.

COS Facility Locations and Cleaning Frequency

Facility	Location	Service Frequency
City Hall	145 W. Broad St.	5 days per week
CC Woodson Community Ctr.	210 Bomar Ave.	5 days per week
Downtown Memorial Airport	500 Ammons Rd.	5 days per week
Northwest Community Ctr.	700 Saxon Ave.	5 days per week
SPARTA Transit Passenger Ctr.	100 N. Liberty St. (Ground Floor)	5 days per week
COS Public Services Offices	801 Union St.	3 days per week
Fleet Maintenance	801 Union St.	3 days per week
Mary Wright Office Bldg.	201 Caulder Ave.	2 days per week
Special Events/Parks & Rec.	100 N. Liberty St. (Second Floor)	2 days per week
SPARTA Maintenance	Airflow Drive	2 days per week
Traffic Engineering	189 John B. White, Sr. Blvd	1 day per week

Cleaning Specifications

The following specifications shall apply to all facilities listed in the chart above, except that in some facilities, some areas or tasks may not apply (for example, not all facilities have elevators). Also, services in Offices will be performed based on the unique needs of each building, and on the preferences of the person occupying each office as long as the service requested is covered under the tasks outlined below.

Routine Cleaning – Following is a description of the routine cleaning tasks that will be performed at each cleaning for each building listed above on the "COS Facility" chart:

- **Offices/Corridors/Stairwells**
 1. Empty waste receptacles and replace liners.
 2. Sweep stairwells and hard floors prior to dusting.
 3. Dry mop hard floors with microfiber dust pads.
 4. Clean, sanitize, and polish water fountains.
 5. Sweep and/or vacuum entry and exit walk-off mats.
 6. Clean glass doors and frames inside and outside.
 7. Clean directory displays and frames.
 8. Clean and disinfect all handrails/guardrails.
 9. Spot mop floors wherever needed.

- **Restrooms**
 1. Disinfect and clean toilets and urinals to include seats, handles and bases.
 2. Disinfect and clean partitions, dispensers, and hand rails in stalls.
 3. Disinfect and clean sinks and counters, including back splashes and dispensers. Clean mirrors.
 4. Disinfect and clean all high touch items (door push/pulls, light switches, hand dryers, walls around urinals/toilets, soap and towel dispensers, etc.).
 5. Restock all dispensers as needed .
 6. Vacuum or sweep and wet mop floors with disinfectant chemical.
 7. Remove trash and replace liner (wipe down and disinfect cans if needed).

- **Break Areas (Includes Play Rooms in Community Centers)**
 1. Clean and disinfect all table tops, counters, sinks, and chairs.
 2. Empty waste receptacles and replace liners.
 3. Clean kitchen appliances.
 4. Sweep and mop floors.

- **Elevators**
 1. Clean/polish all bright metal.
 2. Clean walls and doors inside and outside.
 3. Clean and disinfect control panel and handrails.
 4. Sweep or vacuum and damp mop floors.

- **Exterior Entrances/Exits**
 1. Remove cigarette butts, trash, and debris from receptacles and reapply sand as needed.
 2. Clean all entrances within ten (10) feet of the building.

Twice-Weekly Cleaning

1. Vacuum all carpets in offices.
2. Dust office areas.
3. Remove recyclables from their container and place in designated location for pick up.
4. Detailed cleaning of all bathroom tiles, walls, partitions, mirrors, hand dryers, dispensers, and doors and handles.
5. Detailed cleaning of all high touch areas (doors, door handles, light switches, etc.).
6. Damp mop all stairwells and all floors, including terrazzo, vinyl, concrete and ceramic.
7. Vacuum, dust, and clean Council Chambers, Courtroom, and Conference Rooms.
8. Clean and disinfect public seating, benches, etc.
9. Clean and vacuum elevator tracks.

Weekly Cleaning

1. Detail cleaning of baseboards and common dirt collection areas on floors missed by mopping or buffing.

Monthly Cleaning

1. Clean storefront glass inside and outside at all entrance locations.



REQUEST FOR CITY COUNCIL ACTION

TO: Ed Memmott, City Manager
FROM: Cathy McCabe, City Attorney
SUBJECT: Unopened Public Right-of-Way – Market Street
DATE: September 3, 2014

BACKGROUND:

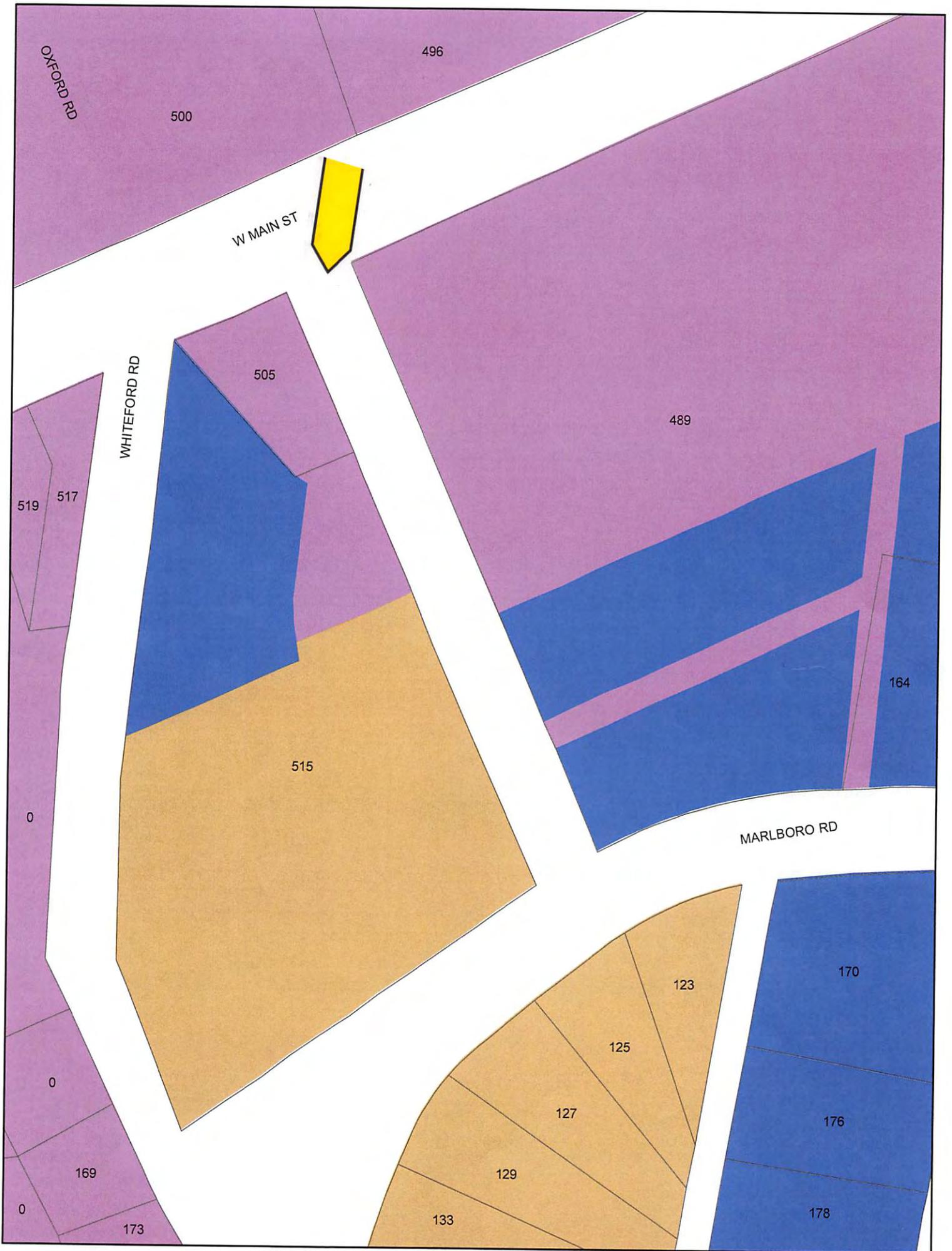
Some of the property owners abutting an unopened 50' public right-of-way, described as Market Street, located between the West Main QT and their property, requested that the City close the unopened right-of-way so as to develop their property more advantageously. These owners will then have to contact all property owners abutting the unopened public right-of-way and bring an action in Circuit Court which will be at their expense to have this portion of the public right-of-way closed and deeded to them.

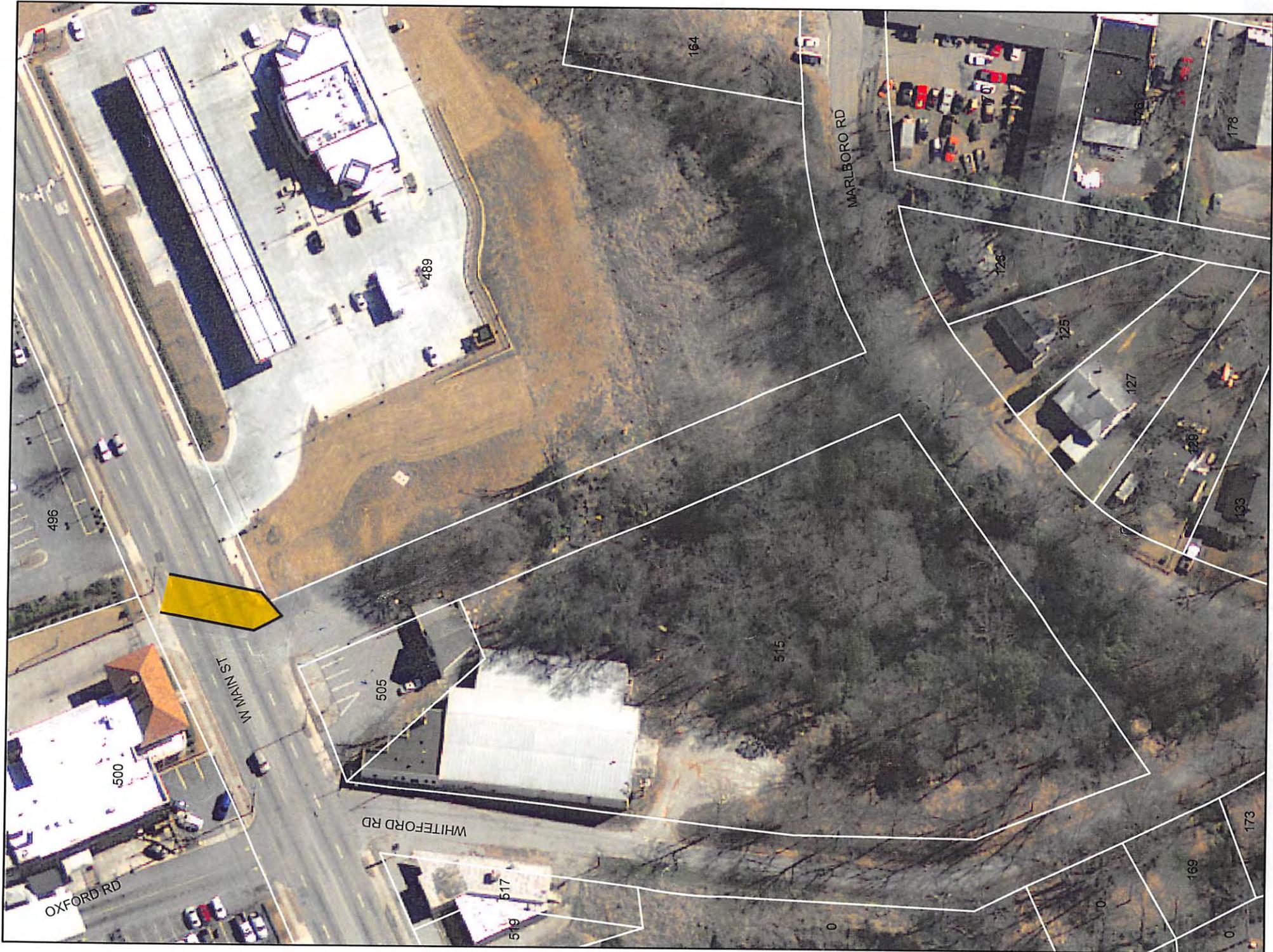
ACTION REQUESTED:

Approval of Resolution.

BUDGET & FINANCIAL DATA:

N/A.





R E S O L U T I O N

DIRECTING THE CLOSING OF AN UNOPENED 50' PUBLIC RIGHT-OF-WAY ON MARKET STREET BETWEEN 489 AND 505 W. MAIN STREET FROM W. MAIN STREET TO MARLBORO ROAD.

Whereas, David Wenstrup, Jason D. Epps and Cynthia C. Epps are some of the owners of real property abutting Market Street and request closing an unopened 50' public right-of-way on Market Street between 489 and 505 W. Main Street from W. Main Street to Marlboro Road as shown on the attached Exhibit A; and

Whereas, City of Spartanburg has requested the City Council to consider the closing of said portion of the unopened 50' public right-of-way on Market Street.

NOW, THEREFORE, THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF SPARTANBURG, IN COUNCIL ASSEMBLED DO HEREBY RESOLVE:

Section 1: That an unopened 50' public right-of-way on Market Street between 489 and 505 W. Main Street from W. Main Street to Marlboro Road is not needed or required for public use or convenience and it is in the best interest of the City that said unopened public right-of-way be closed.

Section 2: That the City acknowledges that there are, or may be, rights of way and easements for public utilities existing within the aforementioned unopened street and unopened alley which are to be abandoned; any such rights of way or easements shall not be abridged or otherwise affected by the City's action in abandoning the aforesaid area as a public road or public alley.

Section 3: That after hearing the request, City Council has determined that the public interest would be best served by closing said unopened public right-of-way identified in Section 1 above, that there are adequate streets in the vicinity for public use.

Section 4: That City of Spartanburg has hereby determined and has hereby acknowledged that said unopened public right-of-way identified in Section 1 above is hereby closed as a public right-of-way and abandoned by the City of Spartanburg. A Declaration of Road Closing shall be executed by the City Manager and City Clerk for the City and filed in the Register of Deeds Office for Spartanburg County.

Section 5: This Resolution shall be effective on the date of enactment.

This Resolution approved this _____ day of _____, 2014.

Junie L. White, Mayor.

ATTEST:

Connie S. McIntyre, City Clerk.

APPROVED AS TO FORM:

Cathy Hoefer McCabe, City Attorney.

DECLARATION

DIRECTING THE CLOSING OF AN UNOPENED 50-FOOT PUBLIC RIGHT-OF-WAY ON MARKET STREET BETWEEN 489 AND 505 W. MAIN STREET FROM W. MAIN STREET TO MARLBORO ROAD.

Whereas, David Wenstrup, Jason D. Epps and Cynthia C. Epps are some of the owners of real property abutting Market Street and request closing an unopened 50' public right-of-way on Market Street between 489 and 505 W. Main Street from W. Main Street to Marlboro Road as shown on the attached Exhibit A; and

Whereas, City of Spartanburg has requested the City Council to consider the closing of said portion of the unopened 50' public right-of-way on Market Street.

NOW, THEREFORE, THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF SPARTANBURG, IN COUNCIL ASSEMBLED DO HEREBY RESOLVE:

Section 1: That an unopened 50' public right-of-way on Market Street between 489 and 505 W. Main Street from W. Main Street to Marlboro Road is not needed or required for public use or convenience and it is in the best interest of the City that said unopened public right-of-way be closed.

Section 2: That the City acknowledges that there are, or may be, rights of way and easements for public utilities existing with the aforementioned unopened public right-of-way which is to be abandoned; any such rights of way or easements shall not be abridged or otherwise affected by the City's action in abandoning the aforesaid area as a public right-of-way.

Section 3: That after hearing the request, City Council has determined that the public interest would be best served by closing said unopened public right-of-way identified in Section 1, that there are adequate streets in the vicinity for public use.

Section 4: That the City of Spartanburg has hereby determined and has hereby acknowledged that said unopened public right-of-way identified in Section 1 above is hereby closed as a public right-of-way by the City of Spartanburg and abandoned by the City of Spartanburg.

