



# **CITY OF SPARTANBURG**

SOUTH CAROLINA

## **CITY COUNCIL AGENDA**

**City Council Meeting  
City Council Chambers  
145 West Broad Street  
Spartanburg, SC  
Monday, July 10, 2017  
5:30 p.m.**

**I. Moment of Silence**

**II. Pledge of Allegiance**

**III. Approval of the Minutes of the June 26, 2017 City Council Meeting**

**IV. Approval of the Agenda of the July 10, 2017 City Council Meeting**

**V. Public Comment**

\*Citizen Appearance forms are available at the door and should be submitted to the City Clerk

**VI. Ordinance**

- A. To Amend the Code of the City of Spartanburg 1988 Sections 23-17 and 23-19, and to Add a New Section 23-20, to the Nonconsensual Booting and Towing Ordinance (First Reading)  
Presenter: Ed Memmott, City Manager**

**VII. Resolution**

- A. Approving the Leasing of City Owned Property Located at 254 Farley Street and 258 Farley Street to The Hub City Farmer's Market  
Presenter: Martin Livingston, Neighborhood Services Director**
- B. Certifying Three (3) Units as Abandoned Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as Amended, Regarding the Property called The Converse Alumni House Located at 589 E. Main Street, Tax Map Parcel # 7-12-08-109.00.  
Presenter: Chris Story, Assistant City Manager**

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.

**VIII. Other Business**

- A. Boards and Commissions Update**  
**Presenter: Connie McIntyre, City Clerk**
- B. Environmental Sustainability Report**  
**Presenter: Ed Memmott, City Manager**

**IX. City Council Updates**

**X. Executive Session Pursuant to Section 30-4-70 (a) (5) of the South Carolina Code to Discuss Matters Relating to Encouraging New Investments in the City**

**Council may take action on matters discussed in Executive Session after exiting Executive Session.**

**XI. Adjournment**

*\* Non-Agenda Items*

*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.*

*\*Agenda Items*

*City Code Sec. 2-56. Addressing Council, Comments or Remarks to Council on Agenda Items Not Requiring Public Hearing. On agenda items not requiring a Public Hearing, please provide to the City Clerk prior to the opening of the meeting, your desire to speak on an agenda item. Remarks shall be limited to five (5) minutes and total remarks on any agenda item shall not exceed twenty (20) minutes.*





**City Council Meeting  
City Council Chambers  
145 West Broad Street  
Spartanburg, SC  
Monday, June 26, 2017  
5:30 p.m.**

**(These minutes are subject to approval at the  
July 10, 2017 City Council meeting.)**

**City Council met this date with the following Councilmembers present: Mayor Junie White, Mayor pro tem Laura Stille, Councilmembers Jerome Rice, Sterling Anderson, Rosalyn Henderson Myers, Erica Brown and Alan Jenkins. 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 June 12, 2017 City Council Meeting –**  
*Councilmember Rice made a motion to approve the minutes as received.  
Councilmember Henderson Myers seconded the motion, which carried unanimously  
7 to 0.*

**IV. Approval of the Agenda of the June 26, 2017 City Council Meeting –**  
*Councilmember Henderson Myers made a motion to approve the agenda as received.  
Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*

**V. Public Comment**

\*Citizen Appearance forms are available at the door and should be submitted to the City Clerk  
**Cary Sanders, 1866 Old Charlotte Rd.**, spoke in favor of “Ban the Box”.  
**Emily Powell, 736 Lucerne Dr.**, spoke in favor of The Paris Climate Agreement.  
**Joe Sessoms and Ronnie Blount, from Shrine Bowl of the Carolinas**, thanked  
Council for their past support of the December Shrine Bowl event.  
Monier Abusaft, 632 S. Church St., spoke in favor of “Ban the Box”.

**VI. Resolutions**

**A. To Remove Question Regarding Criminal History from City Employment  
Application**

**Presenter: Michele Clyburn, Human Resources Director**

**Ms. Clyburn presented the item to Council as follows:**

“The City has had longstanding practice of evaluating any prior criminal conviction as one of many factors considered in the hiring decision. Prior criminal conviction has not automatically disqualified the applicant from further consideration. The City has, however, maintained the prior criminal history question on its job application.

Over the past few years, an increasing number of public and private employers have decided to remove questions that require applicants to indicate whether they have criminal convictions. There are organized efforts typically referred to as “Ban the Box” to encourage employers to remove the question from job applications and for hiring managers to consider a job candidate’s qualifications first, without the stigma of a criminal record. This initiative provides applicants a fair chance by removing the conviction history question on the job application and delaying the background check inquiry until later in the hiring process.

After consultation among senior staff and in light of other City practices to fully evaluate all of its job applicants, management intends to remove the question regarding criminal background from the City’s job application and is seeking the support of City Council.

ACTION REQUESTED: Approval of a Resolution to “Ban the Box.”

*Councilmember Anderson made a motion to approve the resolution as presented.*

*Councilmember Henderson Myers seconded the motion, which carried unanimously 7 to 0.*

**B. To Approve a Settlement Involving Damages to 806 South Church Street (TMS 7-16-06-057.00)**

**Presenter: Ed Memmott, City Manager**

“Council is familiar with the longstanding litigation involving a 2004 hostage taking incident at 806 South Church Street. Attorneys representing the property owner made several legal claims against the City. These claims were contested by the City. Ultimately the matter was considered by the South Carolina Supreme Court in 2014. In August of 2016, the Supreme Court ruled in the City’s favor. However, in September, 2016, the court granted the property owner a rehearing on the matter which was heard February 8, 2017. The Supreme Court has not issued its ruling on the rehearing.

At this point, legal counsel representing the City in this matter, the City Attorney, and I believe it is in the best interest of the City to settle this matter. To that end, a tentative settlement (subject to Council approval) approval has been negotiated. In this settlement, the City would pay the owner of 806 South Church Street \$500,000 to settle all claims in the matter.

ACTION REQUESTED: Approval of a Resolution to authorize the settlement.

BUDGET AND FINANCE DATA: \$500,000 from General Fund Reserve.”

**Mr. Memmott** presented the item to Council as follows:

“Council is familiar with the longstanding litigation involving a 2004 hostage taking incident at 806 South Church Street. Attorneys representing the property owner made several legal claims against the City. These claims were contested by the City. Ultimately the matter was considered by the South Carolina Supreme Court in 2014. In August of 2016, the Supreme Court ruled in the City’s favor. However, in September, 2016, the court granted the property owner a rehearing on the matter which was heard February 8, 2017. The Supreme Court has not issued its ruling on the rehearing.

At this point, legal counsel representing the City in this matter, the City Attorney, and I believe it is in the best interest of the City to settle this matter. To that end, a tentative settlement (subject to Council approval) approval has been negotiated. In this settlement, the City would pay the owner of 806 South Church Street \$500,000 to settle all claims in the matter.

ACTION REQUESTED: Approval of a Resolution to authorize the settlement.

BUDGET AND FINANCE DATA: \$500,000 from General Fund Reserve.”

*Councilmember Rice made a motion to approve the resolution as presented.*

*Councilmember Henderson Myers seconded the motion, which carried unanimously 7 to 0.*

## VII. Consent Agenda

- A. **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 a Portion of Parcel #7-11-04-206.00 Located at 254 Franklin Avenue, Which Are Currently Zoned R-8, with a Land Use Designation of General Residential District and B-1, with a Land Use Designation of Neighborhood Shopping to Zone DT-4, with a Land Use Designation of General Urban District; and Providing for Severability and an Effective Date (Second Reading)**  
**Presenter: Natalia Rosario, Planner III**
- B. **Accepting the Property Owned by the Estate of Robert G. Ivey, Jr., and Being Located at 2111 Ashbury Court; and that Portion of Ashbury Court Abutting Said Property. Said Property is Located in the County of Spartanburg; and is Not Zoned. Request is for Annexation of the Property to be Annexed into City Limits and the Request Zone of Entire Parcel is R-8 Upon Annexation, and is Further Identified as Being the Property Located on Spartanburg County Tax Map 7-17-10-040.00 as a Part and Parcel of the City of Spartanburg and Declaring Said Property Annexed to and a Part and Parcel of the City of Spartanburg (Second Reading)**  
**Presenter: Natalia Rosario, Planner III**
- C. **To Create a New Civil Service Commission of the City of Spartanburg (Second Reading)**  
**Presenter: Ed Memmott, City Manager**



*Mayor pro tem Stille made a motion to approve the list as presented.  
Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*

**B. Airport Park Splash Pad**

**Presenter: Mitch Kennedy, Community Services Director**

**Mr. Kennedy** presented the item to Council as follows:

“Staff has received bids for the construction of a water splash pad at the Airport Park. The splash pad will be approximately 1700 square feet in size. It will incorporate aviation themes in its design and will be interactive.

The following bids were received:

3D Dirtworks LLC (Sumter, SC) \$ 92,500.00

Carolina Recreation & Design ( Mooresville, NC) \$ 93,400.00

Staff has reviewed the bids received and the qualifications of both contractors.

After review, staff has determined that 3D Dirtworks LLC is a responsible contractor and its bid was responsive to the project requirements. No bids were submitted from MWBE contractors

**ACTION REQUESTED:** Allow staff to accept the bid and authorize the City Manager to enter into a contract with 3D Dirtworks LLC, for the completion of the project.

Staff will return to Council at a later date with bids to construct restrooms, picnic shelter, and playground.

**BUDGET AND FINANCIAL DATA:** \$ 92,500.00 from Capital Project – GP1272”

*Councilmember Anderson made a motion to approve the award of bid as presented. Mayor pro tem Stille seconded the motion, which carried unanimously 7 to 0.*

**C. Accommodations Tax Grant FY2017-18**

**Presenter: Mitch Kennedy, Community Services Director**

**Crystal Thomas, Chair of Accommodations Tax Committee**

**Ms. Thomas** presented the item to Council as follows:

“Accommodations Tax Grants are provided to eligible projects through revenue received by the City of its share of the 2% lodging tax levied by the State of South Carolina. These monies can be used for activities related to tourism, including:

1. Advertising and promotion of events that will increase tourism
2. Promotion of the arts and cultural events
3. Support for facilities where civic and cultural events take place
4. Other eligible uses include additional health, safety, and public services for tourists, tourist transportation shuttles, visitor information centers, waterfront erosion control, and repair.

\*Note: A tourist is defined as those who travel at least 50 miles to attend an event. It has been City Council’s practice to limit City Accommodations Tax grants to eligible projects that take place within the City. Events funded must “attract” and /or “provide for tourists.” Grant recipients must have an IRS 501(C)3 status.

State law requires the City to have an Accommodations Tax Advisory Committee. This committee reviews applications and makes a recommendation to City Council

for grant awards. The committee members are:

Crystal Thomas	Spartanburg Marriott at Renaissance Park, Chair
Wayne Sease	Inn on Main
Emily Woods	Owner, Health In Hand
Scott Ellis	Spartanburg Memorial Auditorium
Larry Mullins	CMC & Associates
Kathy Campbell	Chapman Cultural Center
Eric Kocher	Hub Bub

The Accommodations Tax Advisory Committee met on April 18, 2017 and thoroughly reviewed all of the applications. A total of 30 applications were received this year. The committee used the following criteria for making award recommendations:

- 1) Does the application/event meet all of the mandated requirements?
- 2) Does the event have a secured date and venue scheduled?
- 3) Does the event truly attract tourists to the City?
- 4) How great is the need for the funding – what other sources of revenue are available for this event?

After careful consideration, the committee unanimously made the attached recommendations.

**ACTION REQUESTED:** Approval of the recommendations from the Accommodations Tax Advisory Committee for the allocation of FY 2017-18 Accommodations Tax Grants.

**BUDGET AND FINANCIAL DATA:** A total of \$213,000 is available to distribute for the FY 2017-18 to the various organizations.”

*Councilmember Anderson made a motion to review the recommended funding “line by line”. Councilmember Jenkins seconded the motion, which carried unanimously 7 to 0.*

*After discussion, Councilmember Anderson made a motion to approve the A-Tax funding as recommended. Councilmember Jenkins seconded the motion, which carried unanimously 7 to 0.*

Organization	Amount Requested	2016-17 Committee Recommendation/Council Approved	2017-18 Committee Recomm.	Event	Location
Artists' Guild of Spartanburg	\$2,500.00	\$ 2,000.00	\$ 2,000.00	Annual Juried Show	Artists' Guild Gallery & Chapman Cultural Center
Ballet Spartanburg	\$4,200.00	\$ 2,000.00	\$ 2,000.00	The Nutcracker	Twitchell Auditorium
Chapman Cultural Center	\$6,000.00	\$ 2,000.00	\$ 2,000.00	Celebration of African American History and Culture	Chapman Cultural Center
Chapman Cultural Center	\$24,000.00	\$ 12,000.00	\$ 12,000.00	Chapman Cultural Center Tourism Destination (continued operations)	Chapman Cultural Center
Chapman Cultural Center	\$10,000.00	\$ 10,000.00	\$ 10,000.00	Tourism marketing Spartanburg Downtown Cultural District	Central Business District Downtown Spartanburg
City of Spartanburg	\$10,000.00		\$ 8,000.00	Dr. Martin Luther King, Jr. Unity Celebration	Spartanburg Memorial Auditorium
City of Spartanburg	\$6,000.00	\$ 6,000.00	\$ 6,000.00	International Festival	Barnet Park
City of Spartanburg	\$42,500.00	\$ 11,000.00	\$ 28,975.00	Operations Support to tourist related events	Downtown Business District
City of Spartanburg	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	Red White and Boom	Barnet Park
City of Spartanburg	\$8,000.00	\$ 7,000.00	\$ 8,000.00	Spring Fling	Downtown Spartanburg
Freewheelers Cycling Association	\$10,000.00		\$ 4,000.00	2018 Assault on Mt. Mitchell and Marion	Spartanburg Memorial Auditorium
Hatcher Garden & Woodland Preserve	\$8,000.00	\$ 8,000.00	\$ 8,000.00	Year long event	Hatcher Garden and Woodland Preserve
Hmong American Association of SC	\$7,000.00	\$ 3,000.00	\$ 3,000.00	SC Hmong New Year 2017	Piedmont Interstate Fair of Spartanburg
Hub City Farmers' Market	\$5,000.00	\$ 1,000.00	\$ 1,000.00	Hub City Farmers' Market Saturday Market	Northside Harvest Park

Organization	Amount Requested	2016-17 Committee Recommendation/Council Approved	2017-18 Committee Recomm.	Event	Location
Hub City Hog Fest, Inc.	\$10,858.91		\$ 6,500.00	Hub City Hog Fest 2018	Morgan Square and surrounding streets
Melting Pot Music Society	\$9,000.00	\$ -	\$ 3,000.00	Melting Pot Music Festival	180 Harris Place Spartanburg
R&B Shag Club of Spartanburg	\$2,000.00		\$ 1,050.00	Sparkle City Celebration	Marriott at Renaissance Park
Shrine Bowl of the Carolinas	\$30,000.00		\$ 7,500.00	Shrine Bowl of the Carolinas	Spartanburg Marriott/Gibbs Stadium
Spartanburg Area Conservancy	\$10,000.00	\$ 4,000.00	\$ 4,000.00	Cottonwood Trail Program Center	Cottonwood Trail
Spartanburg Art Museum	\$3,000.00	\$ 2,500.00	\$ 2,500.00	Paper Worlds Exhibition	Spartanburg Art Museum
Spartanburg Convention & Visitors Bureau	\$75,000.00	\$ 35,000.00	\$ 52,975.00	2017-18 Spartanburg tourism sales and marketing plan; Panthers Training Camp	City of Spartanburg; Wofford College
Spartanburg Juneteenth, Inc.	\$15,000.00		\$ 3,000.00	Spartanburg Juneteenth 2018	Stewart Park
Spartanburg Memorial Auditorium	\$15,000.00	\$ 12,000.00	\$ 12,000.00	Facility repairs	Spartanburg Memorial Auditorium
Spartanburg Philharmonic Orchestra	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00	The Music of John Williams: From Harry Potter to Star Wars concert	Twichell Auditorium
Spartanburg Science Center	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	Science Center 3rd Saturday events/center upgrades	Spartanburg Science Center
Spartanburg Southside Lions Club	\$ 10,000.00		\$ 2,000.00	2018 Sparkle City Rhythm and Ribs Festival	Barnet Park
St. Nicholas Greek Orthodox Church	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	2017 Spartanburg Greek Festival	St. Nicholas Greer Orthodox Church
Upstate Chapter of the National Railway Historical Society	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	Hub City Railroad Museum and Caboose Exhibit	298 Magnolia Street
West Main Artists Co-op	\$ 2,500.00		\$ 1,000.00	2016-17 Traveling Show of the SC Watermedia Society	Venue @ West Main
Wofford College	\$ 15,000.00	\$ 5,500.00	\$ 5,500.00	Carolina Panthers Training Camp Fan Experience	Wofford College
	\$365,058.91	\$ 140,000.00	\$ 213,000.00		
\$213,000 available funds for 2017-18			\$ -		

**D. Hospitality Tax Discretionary Grants – Committee’s Recommendations**  
**Presenter: Chris Story, Assistant City Manager**

Mr. Story presented the item to Council as follows:

“Last year City Council appointed a committee to evaluate requests for discretionary grants from the hospitality tax fund. The committee has completed its work for the year. They reviewed the applications and related documents, received presentations from applicants, and produced the attached recommendation which requires City Council approval. The proposed grants total \$370,000 which matches the amount budgeted for this purpose for the upcoming year.”

*Councilmember Anderson made a motion to add the Shrine Bowl to the list for an allocation, and if that motion passed, he had something else. Councilmember Rice seconded the motion. Mayor pro tem Stille stated that for discussion purposes, she wanted to clarify and reiterate that the committee had an application process and then presentations; they had rules and a process. She stressed that it was not to say that the Shrine Bowl was not a worthy event, but, they did not follow the process and they did not show up for their presentation. She added that last year they were not funded because they did not get their application in on time. She stated that there are rules and that everyone is evaluated on the same rules and that is why they were not funded. Mayor White called for the vote.*

*Councilmembers Anderson, Rice, and Henderson-Myers voted for the motion. Mayor White, Mayor pro tem Stille, Councilmembers Brown and Jenkins voted against the motion. The motion failed 3 to 4.*

*Mayor pro tem Stille made a motion to approve the allocations as recommended by the committee. Councilmember Brown seconded the motion. Mayor White, Mayor pro tem Stille,*

and Councilmembers Brown, Anderson, Henderson Myers, and Jenkins voted in favor of the motion. Councilmember Rice voted against the motion. Motion carried 6 to 1.

**H- Tax Committee Recommendation for FY18 Discretionary Grants**

<u>Projects</u>	<u>Organizations</u>	<u>FY17 Adopted Amounts</u>	<u>FY18 Requested Amounts</u>	<u>FY18 Recommended Amounts</u>
Ballet Spartanburg	Ballet Spartanburg	-	15,900	10,000
Bluegrass Concert Series	Music Foundation of Spartanburg	-	7,500	7,500
Carolina Panthers Training Party	Wofford College	7,500	12,000	10,000
Chapman Cultural Center	Chapman Cultural Center	70,000	100,000	75,000
College Town	College Town Consortium	15,000	20,000	15,000
Convention & Visitor's Bureau	Chamber of Commerce	30,000	50,000	35,000
Hatcher Gardens	Hatcher Gardens & Woodland Preserve	20,000	25,178	20,000
HOG Fest	Hub City Hog Fest, Inc.	-	10,859	5,000
Cultural District Programming (Hub-bub)	Chapman Cultural Center	62,500	65,000	31,750
Hub City Farmer's Market	Hub City Farmer's Market	20,000	40,000	17,500
Hub City Writers Project	Hub City Writers Project	15,000	20,000	20,000
Project Maestro	Music Foundation of Spartanburg	-	15,000	7,500
Shrine Bowl of the Carolinas	Team Spartanburg Sports Council	-	50,000	-
Spartanburg Art Museum	Spartanburg Art Museum	5,000	10,000	10,000
Spartanburg Celebration	Spartanburg Juneteenth, Inc.	15,000	15,000	10,000
Spartanburg Downtown Association	Spartanburg Downtown Association	7,500	10,000	5,000
Spartanburg Memorial Auditorium	Spartanburg Memorial Auditorium	35,000	35,000	25,000
Spartanburg Regional Criterium	Partners of Active Living	20,000	25,000	25,000
The Cottonwood Trail	Spartanburg Area Conservancy, Inc.	20,000	25,000	20,000
Train Day Festival	National Railway Historical Society	-	1,000	750
Trees Coalition	Trees Coalition	-	19,000	10,000
West Main Artists Co-op	West Main Artists Cooperative	5,000	50,000	10,000
			<u>\$ 621,437</u>	<u>\$ 370,000</u>

**IX. City Council Updates**

**Councilmember Anderson** shared that things were continuing to move along on the west side. He mentioned the project off of Camelot Drive and the Airport Park.

**Councilmember Brown** shared that the new Pokenori restaurant opened that day. She invited everyone to the Wofford College arts center for a town hall panel discussion on “Fighting the Brain Drain” at 7:00 p.m. She stated that she appreciated what the Shrine Bowl did for the City and that it “did not bring joy” to have to eliminate them from H-Tax funding consideration. She added that the Shrine Bowl representative was given a time to present, he confirmed that he would be there, and then he didn’t show up. She added that the other applicants followed the rules.

**Mayor pro tem Stille** stated that the Shrine Bowl was a wonderful event and they were a wonderful organization, but, the committee had to be fair. She reminded everyone of Red, White and Boom on July 4 in Barnet Park. She thanked the members of both the A-Tax and H-Tax committees for their many hours of service.

**Councilmember Jenkins** stated that the thing that had been consuming his attention lately was the discussion about environmental standards and The Paris Climate Agreement and what cities or governments in general should be doing to express support. He made the following motion: “**A motion to direct staff to provide a report to council outlining actions, initiatives and efforts during the past five years in which environmental stewardship played a role, including but not limited to standards set for businesses, purchases made by the city, and more.**” Councilmember Brown seconded the motion, which carried unanimously 7 to 0.

**Councilmember Henderson Myers** wished everyone a Happy 4<sup>th</sup> of July and encouraged them to attend and support Red, White and Boom.

**Councilmember Rice** thanked staff for their hard work on the “Ban the Box” initiative. He thanked the “Juneteenth” group for a great celebration in Stewart Park. He mentioned that the City has two officers, Officer Russell Porter and Officer Tina Hearn, who are designated for the Highland area.

**Mayor White** reminded everyone of the ribbon cutting on Tuesday, June 27 at 5:30 p.m. for the USC Upstate Mural located beside the Art Lounge.

- X. Adjournment – Councilmember Brown** *made a motion to adjourn the meeting. Councilmember Henderson Myers seconded the motion, which carried unanimously 7 to 0. The meeting adjourned at 6:58 p.m.*



**Connie S. McIntyre, City Clerk**





## REQUEST FOR COUNCIL ACTION

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

**FROM:** Ed Memmott, City Manager

**SUBJECT:** Ordinance to Amend Sections 23-17, 23-19, and Add a New Section 23-20 to the Nonconsensual Booting and Towing Ordinance

**DATE:** July 6, 2017

**BACKGROUND:** Staff is requesting Council approval of an ordinance that will amend the Nonconsensual Towing Ordinance. The proposed amendments would require towing operators to have a storage facility in the city or within 2 miles of the city, staff storage facilities for a minimum number of hours, allow for the recovery of personal property from a vehicle in storage, and allow an owner or authorized driver to recover a towed vehicle.

Additionally, the amendment would clarify procedures for revocation of a towing permit and/or the business license of a towing company that violates the ordinance. The provisions for having a storage facility in or within 2 miles of the city and staffing of the storage facility would take effect 30 days after approval of the ordinance. Other amendments would take effect immediately upon adoption.

**ACTION REQUESTED:** First reading consideration of the ordinance.

**BUDGET AND FINANCE DATA:** N/A

AN ORDINANCE

TO AMEND THE CODE OF THE CITY OF SPARTANBURG 1988, SECTIONS 23-17 AND 23-19, AND TO ADD A NEW SECTION 23-20, TO THE NONCONSENSUAL BOOTING AND TOWING ORDINANCE.

WHEREAS, the City of Spartanburg has determined that it is necessary to amend Sections 23-17 and 23-19, and add a new Section 23-20, of the Nonconsensual Booting and Towing Ordinance,

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

Section 1. To amend subsection (a) of Section 23-17 to read as follows:

**(a) Subject to Section 23-19 which sets forth all allowable nonconsensual towing-related charges, the owner of the vehicle which is towed in accordance with this section shall be responsible for paying all applicable towing-related charges provided that the real property owner has complied with all of the requirements contained in Section 23-16.**

Section 2. To amend Section 23-17 by adding new subparagraphs (e), (f), (g), (h), and (i), which shall read as follows:

**(e) So as to allow for reasonable owner or driver access to any towed and stored vehicle, the towing operator must maintain and store any vehicle subject to nonconsensual towing at a storage facility, previously designated in writing to the City Manager, that is located either in the City or not more than two (2) miles outside of the City as measured along the most direct route via public streets. No towed or stored vehicle shall be parked, stored or staged, temporarily or otherwise, at any location other than the designated storage facility.**

**(f) A towing operator must maintain storage facility hours of operation, and provide on-site storage facility personnel who are authorized to accept**

payment and release towed vehicles, for not less than four (4) hours per day between the hours of 8:00 a.m. and 5:00 p.m. for not less than six (6) days a week. Such hours shall be posted at the storage location (along with a listing of acceptable means of payment), with a copy of each previously provided to the City Manager, and immediately provided by the towing operator upon request to an owner, an authorized agent of an owner, or an authorized driver of a towed vehicle.

(g) A towing operator must release any towed or stored vehicle upon payment of applicable tow and storage charges, as authorized by Section 23-19, by the owner, any of the owners if the vehicle is jointly owned, an authorized agent of an owner, or an authorized driver of the vehicle.

(h) Towing operators shall allow any owner, authorized agent of an owner, or authorized driver of the vehicle to remove, without cost or payment of towing or storage or other fees, any personal belongings from the towed vehicle while in storage.

(i) For purposes of this Section, an authorized agent of an owner or an authorized driver of a vehicle is a person in possession of a vehicle key who presents an authorization in writing signed by any owner of the vehicle (including a photocopy, fax or electronic copy).

Section 3. To amend current Section 23-19 by deleting subsection (e).

Section 4. To add a new Section 23-20, which shall read as follows:

**SEC. 23-20 VIOLATIONS.**

(a) Any violation of any of Sections 23-14 through 23-19 may subject the offender to fines of up to \$500 and/or 30 days in jail, per violation, as determined by the City Court. Additionally, any conviction of a violation of any of Sections 23-14 through 23-19 also shall be a ground for administrative revocation of a business license and for revocation of any permit issued pursuant to Section 23-18.

(b) A revocation of a permit issued pursuant to Section 23-18 may be appealed to a hearing officer appointed by the City Manager. Decisions of the hearing officer may be appealed to the Spartanburg County Circuit Court. Any revocation of the business license may be appealed pursuant to the business license ordinance.

Section 5. The portions of Section 2 of this Ordinance that add new subsections 23-17(e) and (f) shall become effective thirty (30) days after the date of enactment of this Ordinance. The remainder of this Ordinance shall become effective upon the date of enactment.

DONE AND RATIFIED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR.

ATTEST:

\_\_\_\_\_  
CITY CLERK.

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY.

\_\_\_/\_\_\_/\_\_\_ 1st Reading

\_\_\_/\_\_\_/\_\_\_ 2nd Reading





## REQUEST FOR CITY COUNCIL ACTION

**TO:** Ed Memmott, City Manager

**FROM:** Martin Livingston, Neighborhood Services Director

**SUBJECT:** Resolution Approving the Lease of City Owned Property Located at 254 and 258 Farley Street

**DATE:** July 6, 2017

### BACKGROUND:

Staff is requesting approval of a resolution to lease property located at 254 Farley Street and 258 Farley Street to the Hub City Farmers' Market. The lease is for the operation of an urban farm and garden on both sites adjacent to the Butterfly Creek Mitigation and Park project. Lease of the two properties would be for a two year period ending midnight June 30, 2019, with an opportunity to renew. The farm and garden are currently in operation and this lease agreement would clarify roles, responsibilities, and lease termination requirements.

### ACTION REQUESTED:

Approval of lease agreement between the City of Spartanburg and Hub City Farmers' Market for the lease of City owned property located at 254 and 258 Farley Street.

### BUDGET & FINANCIAL DATA:

Not applicable.

A RESOLUTION

APPROVING THE LEASING OF CITY OWNED  
PROPERTY LOCATED AT 254 FARLEY STREET  
AND 258 FARLEY STREET TO THE HUB CITY  
FARMERS' MARKET

WHEREAS, the City of Spartanburg acquired property located at 254 Farley Street and 258 Farley Street that was previously owned by the Northside Development Corporation, Inc. for the development of the Butterfly Creek Mitigation and Park Project; and

WHEREAS, the property prior to its acquisition by the City was leased to the Hub City Farmers' Market for the purpose of an Urban Farm and Garden; and

WHEREAS, a tentative lease has been negotiated under which Hub City Farmers' Market would operate an Urban Farm and Garden for a two year period ending midnight June 30, 2019, with an opportunity for the City and the Farmers Market to renew the lease for another two year period; and

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

Section 1. City shall lease the property known as 254 Farley Street and 258 Farley Street to the Hub City Farmers' Market for an Urban Farm and Garden.

Section 2. The City Manager is authorized to execute the lease agreement, copy of which is attached, on behalf of the City.

Section 3. This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the office of the City.

Section 4. This Resolution to take effect upon adoption.

This Resolution adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Junie L. White, Mayor.

ATTEST:

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Connie S. McIntyre, City Clerk.

APPROVED AS TO FORM:

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Cathy Hoefer McCabe, City Attorney.

## **GROUND LEASE AGREEMENT**

THIS LEASE made this the \_\_\_\_\_ day of July 2017, by and between, **THE CITY OF SPARTANBURG**, hereinafter referred to as "LESSOR", and **HUB CITY FARMERS' MARKET**, hereinafter referred to as "LESSEE".

**WITNESSETH:**

### **1. Premises**

The Lessor hereby leases to Lessee and Lessee hereby rents from Lessor on the terms and conditions hereinafter set forth, that certain parcels of land containing approximately 0.407 acres (TMN#'s a portion of 7-12-05-231.00 and 7-12-05-232.00) located at 254 Farley Street and 258 Farley Street, south of its intersection with Howard Street, in the City of Spartanburg, in the County of Spartanburg, South Carolina, and called the "Premises", more particularly described on **Exhibit "A"** attached hereto.

Lessee has entered into this Lease in the expectation of obtaining all permits, licenses, permissions and/or other authorizations (hereinafter collectively called "Permits") necessary for the operation upon the Premises of an Urban Farm and Garden, as shown on the attached site plan, sign(s), and other improvements in connection with said facility deemed necessary or desirable by Lessee. Lessor makes absolutely no representations regarding the Premises, and Lessee takes it AS-IS, WHERE IS AND WITH ALL FAULTS.

### **2. (a) Possession**

The LESSEE shall take possession of the Premises and assume all liability upon signing of the Lease.

### **(b) Term**

The original term of this Lease (hereinafter referred to as the "Term") commence July 1, 2017 (hereinafter referred to as the "Commencement Date"), and ending at the conclusion of the twenty four (24) months thereafter, at midnight (12:00 a.m.) on June 30, 2019.

### **3. Rental**

The Premises are hereby leased for the Term of this Lease on the following schedule of rental payments:

One and no/100 (\$1.00) Dollar per year. The first monthly installment is due and payable on the Commencement Date.

### **4. Security – Intentionally Omitted.**

**5. Use and Occupancy**

The Premises, together with the improvements thereon, shall be used and occupied by Lessee for the purposes of constructing and operating an Urban Farm and Garden which shall be operated, managed and maintained by the Lessee. Lessee shall comply with the terms of this Lease; and applicable laws, ordinances, rules and regulations of governmental authorities and agencies with respect to the condition, use or occupancy of the Premises. Lessee acknowledges that it is accepting the Premises AS-IS, WHERE IS AND WITH ALL FAULTS.

**6. Subletting and Assignment**

Lessee shall not assign this Lease, sublet the Premises, or permit the use of the Premises or any other part thereof by any party other than the Lessee.

**7. Taxes, Other than Real Estate Taxes**

This Lease Agreement shall be deemed to be a "net" agreement and the Lessee further agrees to guarantee payment of any merchant's licenses, sales taxes on rentals, fire service fees, mercantile, personal property taxes, assessments, or other taxes imposed upon the Premises or upon the activities carried forth upon the Premises.

**8. Real Estate Taxes**

Lessee agrees to pay any and all real estate taxes assessed against the Premises. The parties shall work together to insure that the Premises are separately assessed for real estate taxes or allocate the taxes based on a proration of acreage and improvements should the Premises not be subdivided from Lessor's larger tract. Lessee has the right to contest any assessments or real estate taxes and Lessor agrees to join in any action to contest at the expense of Lessee.

**9. Utilities**

Lessee shall pay for all utilities and services used by it on the Demised Premised, including, but not limited to, water, gas, electric and sewer service fees. Lessor makes no representation as to the availability or condition of utility service or transmission lines or pipes.

**10. Authority to Execute Agreement**

Each party warrants that it has the full power, right and authority to enter into and execute this Lease; and the parties whose signatures are hereto affixed on this Lease are the duly authorized signatories, fully empowered to commit and bind the respective parties to those

certain terms, covenants and conditions set forth herein.

**11. Insurance**

Lessee agrees to require that participants sign waivers indemnifying and holding Lessor harmless as a nonresponsible party in the event of any personal injury or death to a participant.

Lessee agrees to procure for the protection of the Lessor, naming the Lessor as co-insured or additional insured, for any and all interest that the Lessor may have in the Premises, general liability insurance in the amount of One Million and no/100 (\$1,000,000.00) Dollars for an accident to an individual person, and Two Million and no/100 (\$2,000,000.00) Dollars for an accident to more than one person. Lessee shall require that its insurance company give Lessor thirty (30) days written notice of any cancellation. Lessee shall provide Lessor an ACORD 28 certificate evidencing such coverage prior to occupying the Premises.

**12. Covenant of Quiet Enjoyment**

Lessor covenants that for and during the Term of this Lease, Lessor will not do anything which will impair Lessee's Leasehold Interest and rights hereunder.

**13. Maintenance, Alterations, and Improvements**

The Lessee will keep and maintain all property, buildings, grounds, parking areas and existing improvements in good condition and repair, and will take all reasonable action to maintain the same in a neat, clean and orderly condition with regular policing of the grounds for trash pickup. Further, Lessee shall take all reasonable action to insure that the patrons of the Urban Farm and Garden conduct themselves in an orderly manner that shall not be offensive in noise, appearance, parking and access to the general public and to the neighboring property owners. Lessee shall provide heightened security, including police patrols and lighting from dusk to dawn, to the property and to Lessor's adjoining property in an effort to reduce loitering and vandalism. The Lessee will conform to all applicable laws and ordinances respecting the use and occupancy of the Premises, and will not make any unlawful use of the same.

**14. Liens**

Lessee agrees to promptly pay all proper charges for which it is legally responsible for labor, materials, and other obligations which might give rise to mechanic's liens against the said Premises and, as to those charges, it shall protect Lessor against any mechanic's liens which may be filed against the Premises as a result of the improvements to be or being placed on the Premises by Lessee. In the event that a charge is asserted against Lessee for labor, materials, and other obligations that might give rise to mechanic's liens against the said Premises and Lessee disputes the charge, Lessee may, without violating this provision,

bond of lien, refuse payment and contest the charge.

**15. Default**

In the event:

- (a) The Lessee defaults in the payment of annual rent for a period of ten (10) days;
- (b) The Premises shall be vacated;
- (c) The Lessee shall fail to comply with any term of this Lease;
- (d) The filing of any proceeding, whether voluntary or involuntary in bankruptcy seeking reorganization or relief under the Bankruptcy Code or other insolvency law or regulation;
- (e) The Lessee becomes insolvent or makes a transfer in fraud of creditors; or
- (f) The Lessee makes assignment for the benefit of creditors, the Lessor may:
  - (i) terminate this Lease by giving written notice to Lessee;
  - (ii) remove any property that may remain in the Premises and store it without liability to Lessee of loss or at its option to sell the property or any part thereof; and
  - (iii) pursue any other remedies that may be provided by law.
- (g) The Lessor reasonably determines that the use of the property has become a nuisance and the City is unable to maintain adequate control of its patrons, invitees, guests or others who may be attracted to the facility.

Provided, however, that should any event or condition described in items (b) – (g) of this Paragraph 15 occur, such event or condition shall not constitute a default should such event be cured to the satisfaction of Lessor within thirty (30) days from the occurrence of such event or condition.

**16. Holding Over.**

There shall be no holding over.

**17. Eminent Domain**

In the event Lessee is unable to use any part of the Premises or, in the event the Premises or any part thereof shall be taken for a street or other public use, or shall be destroyed or damaged by the action of municipal or other legal authorities, this Lease shall terminate.

**18. Entire Agreement**

This instrument contains the entire agreement between the parties as of this date and the execution hereof has not been induced by either of the parties by representations,

promises, or undertakings not herein expressed. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless in writing and signed by them.

**19. Attorney Fees**

In the event that Lessor or Lessee commence an action to enforce any of the provisions of this Lease, the prevailing party (as is determined by a judgment in favor of one party or the other) shall be entitled to recover from the other as additional cost, its reasonable attorney fees and costs incurred in connection with such action.

**20. Signs and Traffic**

Lessee shall have the right, at its sole cost and expense, to erect, place, replace and maintain upon the Premises such sign or signs to identify itself and to inform the public of its presence at the Premises as it deems reasonably appropriate and to identify and control the flow and operation of vehicular traffic upon and within the Premises. Lessee shall be responsible for its own signs and shall pay for all electrical or other energy utilized in connection with the lighting of said signs installed by Lessee. All of Lessee's signs shall at all times be, and remain, the sole and absolute property of the Lessee and may be removed at Lessee's election, cost and expense at any time, and from time to time, and/or at the expiration or other termination of the term or Extensions of this Lease.

**21. Notices**

All notices and demands of any kind, which may be or which are required to be served upon Lessor and Lessee hereunder, shall be given by depositing one copy of same in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows, or by personal delivery or by national overnight delivery service to:

**To Lessor:** City of Spartanburg  
P.O. Box 1749  
Spartanburg, SC 29304  
Phone: (864) 596-2785  
Fax: (864) 562-4419

**To Lessee:** To Lessee: Hub City Farmers' Market  
Attention: \_\_\_\_\_  
298 Magnolia Street  
Spartanburg, SC 29306  
Phone: (864) 585-0905  
Fax: (864) 583-1619

The place to which said notices shall be sent to Lessee and Lessee may be changed by written notice given as herein above provided.

**22. Severability**

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way effect the validity of any other provision of this Lease.

**23. Estoppel – Intentionally Omitted.**

**24. Miscellaneous**

a. Plans and Designs. Lessee shall provide to Lessor a copy of the proposed site plan for the Premises, which design shall be subject to Lessor's approval or denial at Lessor's sole discretion.

b. Quiet Surrender. Prior to the termination or expiration of the Lease Term, Lessee shall promptly remove any and all improvements that it may place or erect on the Premises; shall remove all painted surfaces and shall secure the Premises by fencing and removing even previously existing improvements or conditions, so as to insure that the property is not readily accessible or attractive to Lessee and other users. Further, the Lessee shall use its powers to discourage any use of the property after the lease expiration or termination.

c. Stream Mitigation. Lessee acknowledges that the property is adjacent to a stream mitigation site and all fertilizer and chemicals necessary for farming will remain on site and not extend beyond the Urban Farm and Garden location. Lessor has the ability to enter the property for testing purposes and will inform Lessee prior to entry.

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease and have initialed the Exhibit(s) attached hereto the day and year first above written.

WITNESSES:

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

LESSOR:

THE CITY OF SPARTANBURG

By: \_\_\_\_\_  
Name: Ed Memmott  
Title: City Manager

LESSEE:

HUB CITY FARMERS MARKET

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

**TRACT ONE:** ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg shown and designated as Lot No. 199 on survey of SPARTAN MILL VILLAGE prepared by Pickell and Pickell, Engineers, recorded in PLAT BOOK 31, Pages 26-33 ROD Office for Spartanburg County, SC; more recently shown on survey entitled, "Survey for Mohan N. Padhiar and Kanta N. Padhiar", dated November 29, 1976, recorded in PLAT BOOK 78, Page 808 at said office. Reference to said plats and records thereof is hereby made for a more detailed description.

This being the same property conveyed to City of Spartanburg, by deed of Northside Development Corporation, Inc. dated, November 30, 2016 and recorded December 1, 2016 in Deed Book 114-B, Page 814, in the Office of the Register of Deeds for Spartanburg County, South Carolina.

Address: 254 Farley Street  
Tax Parcel Number: 7-12-05-231.00

**TRACT TWO:** All that lot piece, or parcel of land, lying being and situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot Number 198 of Spartan Mills Village, as shown on a plat prepared by Pickell & Pickell, Engineers, and recorded in Plat Book 31, pages 26-33, in the Office of the Register of Deeds for Spartanburg County, to which plat reference is hereby made for a more complete and perfect description.

This being the same property conveyed to City of Spartanburg, by deed of Northside Development Corporation, Inc. dated November 30, 2016 and recorded December 1, 2016 in Deed Book 114-B, Page 814, in the Office of the Register of Deeds for Spartanburg County, South Carolina.

Address: 258 Farley Street  
Tax Parcel Number: 7-12-05-232.00



7-12-05-226.00 223

7-12-05-230.00

0

67.23

7-12-05-265.01

0

7-12-05-225.00 225

83.46

112.5

7-12-05-231.00 254

7-12-05-265.00

516

7-12-05-224.00 227

0.407 acres

7-12-05-232.00 258

7-12-05-233.00 262

132.3

110.4

7-12-05-234.00 266

7-12-05-266.00

0

7-12-05-235.00 270

7-12-05-345.00

0

FARLEY ST

7-12-05-345.03

0

HOWARD ST

273





## **REQUEST FOR COUNCIL ACTION**

**TO:** Spartanburg City Council

**FROM:** Chris Story, Assistant City Manager

**SUBJECT:** Certification of Eligibility for Resolution to Certify Abandoned Building State Tax Credits – 589 E. Main Street

**DATE:** June 29, 2017

In late 2016, 589 East Main Street, LLC announced plans to perform a full historic restoration and renovation to 589 E. Main Street, known by many as the Converse College Alumnae House or Cleveland House. The property will be converted into market rate apartments. We believe this is an appropriate reuse for this prominent structure which will be complementary to its surroundings. Its renovation will be in full compliance with historic standards as supervised by the SC State Historic Preservation Office. The property is currently not taxable. This repurposing will add it to the local tax rolls.

The attached resolution enables the developer to pursue credits against some state taxes. It has no impact on local government revenues. We recommend your approval and welcome any questions you may have.

## **RESOLUTION**

Certifying three (3) Units as Abandoned Building Sites pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property called The Converse Alumni House located at 589 E. Main Street, Tax Map Parcel # 7-12-08-109.00.

**WHEREAS**, the South Carolina Abandoned Buildings Revitalization Act (the “Act”) was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws (1976), as amended, to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and

**WHEREAS**, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and

**WHEREAS**, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and

**WHEREAS**, Clerestory Projects Group, LLC (“CPG”) is or will be the owner and developer of certain real property known as The Converse Alumni House located at 589 E. Main Street (the “Property”) and is identified by Spartanburg County Tax Map Parcel # 7-12-08-109.00; and

**WHEREAS**, CPG desires to subdivide the Property into three (3) separate and distinct units or parcels, with each being a separate and distinct unit or parcel (the “Units”); and

**WHEREAS**, the Property is located within the city limits of Spartanburg, South Carolina; and

**WHEREAS**, CPG also known as the “Taxpayer,” has requested that the City certify that the Units are eligible abandoned building sites as defined by Section 12-67-120 for credit against certain income taxes, licenses or premium taxes.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:**

Section 1. The Taxpayer, CPG, has submitted to the City a request to certify each of the Units pursuant to Section 12-67-160 of the Act (the “Request to Certify”).

Section 2. The City has reviewed the Request to Certify and supporting documentation, conferred with the Taxpayer, and conducted its own review of the Property.

Section 3. The City hereby certifies that (i) each of the Units constitutes a separate abandoned building as defined by Section 12-67-120(1) of the Act, and (ii) the geographic area of each of the Units is consistent with Section 12-67-120(2) of the Act.

Section 4. The City limits such certification to credits against certain income taxes, licenses or premium taxes, as identified in Section 12-67-140(B). The City does not consent to credits against property taxes as described in Section 12-67-140(C).

Section 5. This Resolution shall become effective upon the date of enactment.

DONE AND RATIFIED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY