



# **CITY OF SPARTANBURG**

SOUTH CAROLINA

## **CITY COUNCIL AGENDA**

**City Council Meeting  
City Council Chambers  
145 West Broad Street  
Spartanburg, SC  
Monday, November 28, 2016  
5:30 p.m.**

- I. Moment of Silence**
- II. Pledge of Allegiance**
- III. Approval of the Minutes of the November 14, 2016, City Council Meeting**
- IV. Approval of Agenda of the November 28, 2016 City Council Meeting**
- V. Public Comment**  
\*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
- VI. Ordinances**
  - A. To Authorize a Purchase Option Agreement for Land Owned by the City of Spartanburg (First Reading)**  
**Presenter: Ed Memmott, City Manager**
  - B. To Authorize an Exchange of Property Between Piedmont Interstate Fair, Inc. and the City of Spartanburg (First Reading)**  
**Presenter: Ed Memmott, City Manager**
- VII. Resolutions**
  - A. For the Purchase of TMS 7-12-05-345.00 Needed for the Construction of The Butterfly Creek Daylighting and Linear Park Projects**  
**Presenter: Ed Memmott, City Manager**
  - B. Authorizing the City Manager to Execute The Collaborative Partnership Agreement – Northside and Highland Development**  
**Presenter: Martin Livingston, Neighborhood Services Director**

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. Consent Agenda**

- A. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance, by Amending Section 206, Changes to District Boundaries, Specifically Parcel #7-21-03-007.01, Located on 241 Cedar Springs Road, that is an Approximately 5.32 acre Piece of Property that has Been Unoccupied for the Past Three Years (and Was Formerly the Ellen Hines Smith Girl's Home), Which is Currently Zoned R-6, with a Land Use Designation of General Residential District to Zone B-1, with a Land Use Designation of Neighborhood Shopping District, in Order to Increase the Marketability of the Property. Chamlee Loscuito, CEO, on Behalf of Hope Center for Children, Owner (Second Reading)  
Presenter: Natalia Rosario, Planner III**
- B. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance, by Amending Section 206, Changes to District Boundaries, Specifically Parcel #7-12-14-251.00 Located on 151 Beta Club Way, Which is Currently Split-Zoned R-6/LOD, with a Land Use Designation of General Residential District and Limited Office District to Zone LOD, in Order to Have the Property All One Zone, and Be Able to Construct Additional Office Space and Storage Facilities at their Current Headquarters Location. Bobby Hart, Chief Operations Officer, National Beta Club, Owner (Second Reading)  
Presenter: Natalia Rosario, Planner III**
- C. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance, by Amending Section 206, Changes to District Boundaries, Specifically Parcel #7-12-08-109.00 Located on 589 E. Main Street, Which is Currently Split-Zones LOD/R/8, With a Land Use Designation of Limited Office District and General Residential District to Zone R-6 With a Land Use Designation of General Residential District, In Order to Allow for the Development of the Property to Historic Standard for a Multi-Unit Residential Use. Joe Lauer, President, Clerestory Projects Group, Agent, on Behalf of William T. Johnson, Vice President for Finance and Administration, Converse College, Owner (Second Reading)  
Presenter: Natalia Rosario, Planner III**
- D. Authorizing the Issuance and Sale Of Not Exceeding \$5,000,000 Tax Increment Refunding Bonds (Saint John-Daniel Morgan Redevelopment Project Area), Series 2017, of the City of Spartanburg, South Carolina, for the Purpose of Refunding a Portion of the City's Outstanding Tax Increment Bond (Saint John-Daniel Morgan Redevelopment Project Area), Series 2010; Delegating the Authority to the Mayor or City Manager to Determine Certain Matters with Respect to the Bonds; Prescribing the Form and Details of the Bonds; Limiting the Payment for the Disposition of the Proceeds There; and Other Matters Relating Thereto.  
Presenter: Chris Story, Assistant City Manager**

**IX. Other Business**

- A. Purchase of Fire Engine**  
**Presenter: Marion Blackwell, Fire Chief**
- B. Development Agreement for 174 East Main Street**  
**Presenter: Chris Story, Assistant City Manager**
- C. Development Agreement for 318 Wofford Street**  
**Presenter: Chris Story, Assistant City Manager**

**X. City Council Updates**

**XI. Executive Sessions**

- A. Executive Session Pursuant to Section 30-4-70 (a) (5) of the South Carolina Code to Discuss Matters Relating to Encouraging New Investment in the City**
- B. Executive Session Pursuant to Section 30-40-70 (a) (2) of the South Carolina Code to Receive Legal Advice Relating to a Contractual Matter**

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

**XII. 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, November 14, 2016  
5:30 p.m.**

**(These minutes are subject to approval at the  
November 28, 2016 City Council meeting.)**

**City Council met this date with the following members present: Mayor Junie White, Mayor pro tem Sterling Anderson, Councilmembers Jerome Rice, Erica Brown, Laura Stille and Rosalyn Henderson Myers. Councilmember Jan Scalisi was absent due to illness. 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 October 24, 2016, City Council Meeting –**  
*Councilmember Rice made a motion to approve the minutes as received.  
Councilmember Henderson Myers seconded the motion, which carried  
unanimously 6 to 0.*
- IV. Approval of Agenda of the November 14, 2016 City Council Meeting –**  
*Councilmember Stille made a motion to approve the agenda as received.  
Councilmember Brown seconded the motion, which carried unanimously 6 to 0.*
- V. Public Comment**  
\*Citizen Appearance forms are available at the door and should be submitted to the City Clerk  
**Minister Carolyn Reed-Smith, Spartanburg NAACP Housing Chair**, spoke  
regarding her concern for Oakview residents.
- VI. Public Hearings**
  - A. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance, by Amending Section 206, Changes to District Boundaries, Specifically Parcel #7-21-03-007.01, Located on 241 Cedar Springs Road, that is an Approximately 5.32 acre Piece of Property that has Been Unoccupied for the Past Three Years (and Was Formerly the Ellen Hines Smith Girl’s Home), Which is Currently Zoned R-6, with a Land Use Designation of General Residential District to Zone B-1, with a Land Use Designation of**

**Neighborhood Shopping District, in Order to Increase the Marketability of the Property. Chamlee Loscuito, CEO, on Behalf of Hope Center for Children, Owner (First Reading)**

**Presenter: Natalia Rosario, Planner III**

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

“On October 20th, 2016, the Planning Commission held a public hearing and reviewed a rezoning request submitted by Chamlee Loscuito, Chief Executive Officer, on behalf of Hope Center for Children, Owner, of 241 Cedar Springs Road, to rezone parcel #7-21-03-007.01 from Zone R-6: General Residential District to B-1: Neighborhood Shopping District, in order to increase the marketability of the property, and potential use of the property as a restaurant, catering business, and/or event center. The proposed property is an approximately 5.32 acre piece of property that has been unoccupied for the past three years (and was formerly the Ellen Hines Smith Girl’s Home).

The 2004 Comprehensive Plan advises this parcel and nearby parcels to be zoned medium density residential, inclusive of the zones R-12, R-8, R-8 single family, and R-6. While the proposed rezoning does not align with the 2004 Comprehensive Plan, at the time the plan was written, the property functioned as a girl’s home in the R-6 category, and was an allowed use in that zone until 2012. When it ceased to function as a group home, the property lost its existing non-conforming status. In 2012 the property was proposed to be rezoned to the General Institutional District Zone (GID), which would have allowed for the use of the property as a group home by right, was denied, and has remained vacant since that time.

The request to rezone the property to B-1: Neighborhood Shopping District is to allow for the use of the property for a commercial use as a limited event center, eatery, and catering facility. The majority of the properties in the area are zoned B-1 as well, and the Cedar Springs area has since increased in commercial intensity, with the addition of the Neighborhood Walmart Shopping Center and other businesses. The property and home are larger than what the average single-family home occupancy would need, and has been vacant since at least 2014, with few uses allowed by right on a single-family residential parcel of this size.

The Planning Commission held a public hearing on the proposal on October 20<sup>th</sup>, 2016. After consideration of the staff report, public comments, and the criteria set forth in the City of Spartanburg Zoning Ordinance and 2004 City Comprehensive Plan, the Planning Commission voted to recommend approval to rezone the request from R-6 to B-1.

**PLANNING COMMISSION RECOMMENDATION:** The request was endorsed by the Planning Commission on October 20th, 2016 by a vote of 6 to 0.” Mayor White opened the public hearing. He asked if there was anyone to speak against the proposed rezoning. Hearing none, he asked if there was anyone to speak in favor of the proposed rezoning.

**Chamlee Loscuito, CEO of Hope Center for Children**, came forward to speak in favor of the rezoning.

**Craig Jacobs, realtor for the subject property**, came forward to speak in favor of the proposed rezoning.

*Mayor pro tem Anderson made a motion to close the public hearing.*

*Councilmember Rice seconded the motion, which carried unanimously 6 to 0.*

*Mayor pro tem Anderson made a motion to approve the rezoning ordinance as presented on first reading. Councilmember Henderson Myers seconded the motion, which carried unanimously 6 to 0.*

**B. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance, by Amending Section 206, Changes to District Boundaries, Specifically Parcel #7-12-14-251.00 Located on 151 Beta Club Way, Which is Currently Split-Zoned R-6/LOD, with a Land Use Designation of General Residential District and Limited Office District to Zone LOD, in Order to Have the Property All One Zone, and Be Able to Construct Additional Office Space and Storage Facilities at their Current Headquarters Location. Bobby Hart, Chief Operations Officer, National Beta Club, Owner (First Reading)  
Presenter: Natalia Rosario, Planner III**

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

“On October 20th, 2016, the Planning Commission held a public hearing and reviewed a rezoning request submitted by Bobby Hart, Chief Operations Officer, on behalf of National Beta Club, Owner, of 151 Beta Club Way, to rezone parcel #7-12-14-251.00 that is currently split-zoned from Zone R-6/LOD: General Residential District/Limited Office District to Zone LOD, Limited Office District, in order to create a coherent, single zone across the parcel to be able to construct additional office space and storage facilities at their current headquarters location.

The 2004 Comprehensive Plan advises this property to be zoned medium density residential, adjacent to institutional land uses. While this rezoning is not entirely consistent with the Comprehensive Plan, Staff would note that the National Beta Club is a local and national institution that has existed at its current location since the 1960s, and whose use of the property is not inconsistent with the overall intent of the district for a mix of residential, institutional, commercial, and recreational use.

The Planning Commission held a public hearing on the proposal on October 20<sup>th</sup>, 2016. After consideration of the staff report, public comments, and the criteria set forth in the City of Spartanburg Zoning Ordinance and 2004 City Comprehensive Plan, the Planning Commission voted to recommend approval to rezone the request from split zoned R-6/LOD to LOD.

**PLANNING COMMISSION RECOMMENDATION:** The request was endorsed by the Planning Commission on October 20th, 2016 by a vote of 6 to 0.”

*Mayor White* opened the public hearing asking if there was anyone to speak against the proposed rezoning. Hearing none, he asked if there was anyone to speak in favor of the proposed rezoning.

*Bobby Hart, COO National Beta Club, came forward to speak in favor of the proposed rezoning.*

*Councilmember Brown* made a motion to close the public hearing. Mayor pro tem Anderson seconded the motion, which carried unanimously 6 to 0.

*Councilmember Henderson Myers* made a motion to approve the proposed rezoning ordinance on first reading. Councilmember Rice seconded the motion, which carried unanimously 6 to 0.

- C. **Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance, by Amending Section 206, Changes to District Boundaries, Specifically Parcel #7-12-08-109.00 Located on 589 E. Main Street, Which is Currently Split-Zones LOD/R/8, With a Land Use Designation of Limited Office District and General Residential District to Zone R-6 With a Land Use Designation of General Residential District, In Order to Allow for the Development of the Property to Historic Standard for a Multi-Unit Residential Use. Joe Lauer, President, Clerestory Projects Group, Agent, on Behalf of William T. Johnson, Vice President for Finance and Administration, Converse College, Owner ( First Reading)**  
**Presenter: Natalia Rosario, Planner III**

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

“On October 20th, 2016, the Planning Commission held a public hearing and reviewed a rezoning request submitted by Joe Lauer, President, Clerestory Projects Group, Agent on behalf of William T. Johnson, Vice-President for Finance and Administration, Converse College, Owner, of 589 East Main Street, to rezone parcel #7-12-08-109.00 that is currently split-zoned from Zone LOD/R-8, Limited Office District and General Residential District to Zone R-6, General Residential District, in order to allow for the redevelopment of the property to Historic Standard for a multi-unit residential use.

The 2004 Comprehensive Plan advises this property be zoned Limited Commercial District or Limited Office District, the latter of which it is partially zoned at this time. The property is a historic home owned by Converse College, and sees intermittent use throughout the year, but is not fully utilized as either office or residential at this time. The rezoning would allow for the proposed number of units that would fit within the existing structure (nine) and would allow the entire lot to be utilized for a residential use. The developer proposes to restore the property to Historic Standard in conjunction with the conversion to multi-family use.

The Planning Commission held a public hearing on the proposal on October 20<sup>th</sup>, 2016. After consideration of the staff report, public comments, and the criteria set forth in the City of Spartanburg Zoning Ordinance and 2004 City Comprehensive

Plan, the Planning Commission voted to recommend approval to rezone the request from split zoned R-8/LOD to R-6.

PLANNING COMMISSION RECOMMENDATION: The request was endorsed by the Planning Commission on October 20th, 2016 by a vote of 5 to 1.”

**Mayor White** opened the public hearing asking is there was anyone present to speak against the proposed rezoning. Hearing none, he asked if there was anyone present to speak in favor of the proposed rezoning.

**Tim Satterfield** came forward to speak in favor of the rezoning.

*Mayor pro tem Anderson made a motion to close the public hearing.*

*Councilmember Henderson Myers seconded the motion, which carried unanimously 6 to 0.*

*Mayor pro tem Anderson made a motion to approve the rezoning ordinance on first reading. Councilmember Henderson Myers seconded the motion, which carried unanimously 6 to 0.*

## VII. Ordinance

- A. Authorizing the Issuance and Sale of Not Exceeding \$5,000,000 Tax Increment Refunding Bonds (Saint John-Daniel Morgan Redevelopment Project Area), Series 2017, of the City of Spartanburg, South Carolina, for the Purpose of Refunding a Portion of the City’s Outstanding Tax Increment Bond (Saint John-Daniel Morgan Redevelopment Project Area), Series 2010; Delegating the Authority to the Mayor or City Manager to Determine Certain Matters with Respect to the Bonds; Prescribing the Form and Details of the Bonds; Limiting the Payment of the Bonds from the Sources Provided Herein; Providing for the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto (First Reading)**

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

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

“The attached ordinance authorizes the refinancing of the outstanding debt associated with the Saint John-Daniel Morgan Redevelopment Project Tax Increment Financing District. It does not add to our debt or extend the term; it simply allows us to take advantage of a lower interest rate. The total estimated net savings of this action is approximately \$225,000.

We recommend your approval.”

*Councilmember Rice made a motion to approve the ordinance as presented on first reading. Councilmember Henderson Myers seconded the motion, which carried unanimously 6 to 0.*

## VIII. Resolution

- A. Certifying One (1) Unit As An Abandoned Building Site 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 Located at 121 Dunbar Street,  
Spartanburg County TMS #7-12-21-009.00**

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

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

“Dunbar Street Partners, LLC is renovating 121 Dunbar Street (Parcel # 7-12-21-009.00) to become the home of the new Pokerritto Restaurant. The project will be a positive addition to the Morgan Square area. The attached resolution certifies the building’s eligibility for SC Abandoned Building Tax Credits. This has no effect on local revenues.

We recommend your approval.”

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

*Council Brown seconded the motion, which carried unanimously 6 to 0.*

**IX. Other Business**

**A. Approval of Development Agreement at 589 East Main St.**

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

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

“589 East Main Street, LLC is planning 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 tax rolls. The attached development agreement provides for the property to benefit from Special Assessment for Rehabilitated Historic Property. We recommend your approval and welcome.”

*Councilmember Stille made a motion to approve the development agreement as presented. Councilmember Henderson Myers seconded the motion, which carried unanimously 6 to 0.*

**X. City Council Updates –**

**Councilmember Stille** shared that she would be traveling to the National League of Cities conference in Pittsburgh the next, and that she hoped to bring back several good ideas for the city from the conference.

**Councilmember Brown** shared that, she, too, would be attending her first NLC conference in Pittsburgh. She reminded everyone of the Downtown Cultural District Launch on Thursday from 4:30 p.m. until 8:00 p.m. She added that Art Walk would be on Friday.

**Councilmember Henderson Myers** shared that, she, too, would be attending the NLC conference in Pittsburgh. She shared that she attended the Spartanburg Chamber of Commerce Inclusion Awards, where Carl Wright, Procurement Manager for the City, was recognized as Minority Business Person of the Year.

**Mayor pro tem Anderson** thanked George Dean Johnson and Geordy Johnson for taking council on a fact finding trip to Sundance Plaza in Ft. Worth, Texas.

**Councilmember Rice** stated that as a part of the new curriculum for Spartanburg schools, every student must have a class with instruction relating to government. He shared that he and Mayor White visited and talked to second graders at Mary Wright Elementary about city government and how it works.

**Mayor White** asked everyone to continue to pray for Councilmember Scalisi.

**XI. Parks and Recreation Workshop**

The following subjects were discussed:

Potential Park Repair:

<b>Park Name</b>	<b>Repair</b>	<b>Cost Estimate</b>
<b>Happy Hollow</b>	<b>Repair and painting of Pavilion</b>	<b>\$2,500.00</b>
<b>Hillcrest</b>	<b>Landscaping adjacent to parking area and playground</b>	<b>\$5,000.00</b>
<b>Summerhill</b>	<b>Landscaping adjacent to grilling and playground areas</b>	<b>\$5,000.00</b>
<b>Dog Park</b>	<b>Update signage</b>	<b>\$1,000.00</b>
<b>Chapel Street</b>	<b>Replace Playground Equipment</b>	<b>\$65,000.00</b>
	<b>Repair and painting of pavilion</b>	<b>\$3,500.00</b>
	<b>Landscaping</b>	<b>\$5,000.00</b>
<b>Duncan Park</b>	<b>Replacement of Bleachers @ LL Fields</b>	<b>\$11,000.00</b>
	<b>Replace Benches at Lake area</b>	<b>\$1,100.00</b>
<b>Skate Park</b>	<b>Repair of half pipe</b>	<b>\$4,500.00</b>
	<b>Repair and painting of skating bowl</b>	<b>\$3,500.00</b>
		<b>\$107,100.00</b>

**Possible Park Improvements**

- Extensions to Mary H. Wright Greenway (CC Woodson & Union Street)
- TK Gregg Center (indoor walking track, other amenities)

- Beaumont Village Neighborhood Park
- Duncan Park Lake (pavilion, kayak/canoe facility)
- Rail Trail PAL Park Funding (playground, restrooms, parking)
- BMX Bicycle Park
- Stewart Park Field Lighting
- Dog Park Improvements
- Andrews Farm Park Playground/Active Play Space
- Pineview Hills Park Improvements

**Potential Park Closures:**

- Adams Park
- Irwin Park
- Former TK Gregg Park
- Farley Avenue Park

*Council received the report as information.*

**XII. Executive Sessions – Councilmember Brown** made a motion to adjourn to Executive Sessions for the reasons stated. Councilmember Henderson Myers seconded the motion, which carried unanimously 6 to 0. Council adjourned to Executive Sessions at 7:00 p.m.

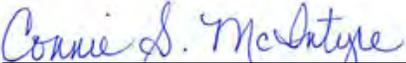
**A. Executive Session Pursuant to Section 30-4-70 (a) (5) of the South Carolina Code to Discuss Matters Relating to Encouraging the Location of Four Businesses in the City**

**Executive Session Pursuant to Section 30-40-70 (a) (2) of the South Carolina Code to Receive Legal Advice Relating to Potential Acquisition of Property on the Northside for Future Development**

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

*Council reconvened to regular session at 8:14 p.m. Mayor White stated that discussion was held with no decisions made.*

**XIII. Adjournment – Mayor pro tem Anderson** made a motion to adjourn the meeting. Councilmember Henderson Myers seconded the motion, which carried unanimously 6 to 0. The meeting adjourned at 8:15 p.m.

  
 \_\_\_\_\_  
**Connie S. McIntyre, City Clerk**





## REQUEST FOR CITY COUNCIL ACTION

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

**FROM:** Ed Memmott, City Manager

**SUBJECT:** Authorization to Enter into a Purchase Option Agreement for City Owned Property

**DATE:** November 22, 2016

### **BACKGROUND:**

The City has sought redevelopment of land it owns near the Marriott Hotel and the Saint John Street Parking Garage for several years. In 2016, the City entered into an agreement with Jimmy Gibbs and Andrew Cajka (Gibbs/Cajka) to develop an office building on land adjacent to the Saint John Street Garage. This agreement also provided Gibbs/Cajka with certain development rights on city owned property located immediately behind the Marriott Hotel. In spite of Gibbs/Cajka's best efforts, those agreements have now expired.

Staff is now recommending new terms for a purchase option with Gibbs/Cajka for two tracts on city owned land identified as Parcel A and B on the attachment. For Parcel A, the City will provide Gibbs/Cajka with an exclusive purchase option until December 31, 2017. The cost of the option is \$10.00. Should Gibbs/Cajka meet the terms and conditions of the purchase agreement, the cost of Parcel A will be \$10.00.

In order to execute the purchase option, by December 31, 2017, Gibbs/Cajka must obtain the approval of its building plans by the city's Design Review Board (DRB) for a building having a taxable value of not less than \$10 million. Should Gibbs/Cajka obtain DRB approval by December 31, 2017, the city will extend the purchase option until June 30, 2018 at no charge. The deadline for Gibbs/Cajka to commence construction of its building is June 30, 2018. The city will convey Parcel A to Gibbs upon issuance of a building permit for the project. If Gibbs fails to obtain a building permit by June 30, 2018, the purchase option shall terminate. Should Gibbs execute its option and commence construction by June 30, 2018, the city will relocate a portion of Silver Hill Street at its expense. Completion of the realignment of Silver Hill will coincide with the completion of the Gibbs office building.

Staff is also recommending new terms for a purchase option with Gibbs/Cajka, for the city owned property identified as Parcel B on the Attachment.

This purchase option would be subject to the following terms and conditions:

The cost of the option is \$10.00

The initial term of the option extends to December 31, 2017.

To execute the option, Gibbs must submit building plans and specifications that meet city DRB approval and provide the city with a written statement of its intent to start construction of an office, residential, mixed use, or hotel development having a total real estate value of not less than \$15 million.

Gibbs/Cajka, within six months of DRB approval, must receive issuance of a building permit for its construction. Upon issuance of a building permit for the project, the city will convey Parcel B to Gibbs/Cajka for \$10.00. Gibbs/Cajka may extend its purchase option by making the following payments to the city.

- A payment of \$25,000 by January 2, 2018 to extend the option to December 31, 2018
- A payment of \$50,000 by January 2, 2019 to extend the option to December 31, 2019
- A payment of \$75,000 by January 2, 2020 to extend the option to December 31, 2020
- A payment of \$100,000 by January 2, 2021 to extend the option to December 31, 2021

To extend the purchase option to December 31, 2022, Gibbs/Cajka, must make a payment to the city in an amount equal to the real property taxes due on a property having a value of \$15 million. This payment is due by January 2, 2022. The City will calculate the payment due based on a 6% assessment ratio and the total (all taxing entities) applicable millage rate for Parcel B in effect on September 1, 2021. The City will provide this calculation and an invoice for the payment by November 1, 2021. To extend the option beyond December 31, 2022, Gibbs must pay an annual payment calculated and billed as set forth in this Paragraph annually by January 2 of each subsequent year.

Gibbs/Cajka will pay real property taxes on its development based on building value and customary taxing practices. If, however, on January 1, 2023, total taxable real property value for Parcel B is less than \$15 million, Gibbs will make a supplemental payment to the city that when combined with the real property tax payment will equal the amount of real property tax payment that would have been paid on \$15 million real estate value.

Gibbs agrees to make the annual supplemental payment to the city until such time as the real property tax value for Parcel B is equal or greater than \$15 million. Gibbs will make any supplemental payments due to the city by January 2 annually starting January 2, 2024.

**ACTION REQUESTED:** Approval of an ordinance authorizing the city manager to enter into a purchase agreement as outlined above with Gibbs/Cajka.

**BUDGET:** N/A



**AN ORDINANCE**

**TO AUTHORIZE A PURCHASE OPTION AGREEMENT FOR LAND OWNED BY THE CITY OF SPARTANBURG**

WHEREAS, the City has entered into various agreement to promote economic development and job creation; and

WHEREAS; in order to facilitate private development it may be necessary to extend limited development rights to private parties so that the private parties have reasonable control over property while they engage in predevelopment activities; and

WHEREAS, the provision of limited development rights can result in a higher probability of development that is consistent with the City’s economic development objectives; and

WHEREAS, the City has determined that entering into a purchase option agreement with a private entity for the possible development of city owned land located near the Marriott Hotel is appropriate and in the public interest.

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

Section 1. The City Manager is authorized to enter into a purchase option agreement for property owned by the City in accordance with the terms and conditions hereby approved.

Section 2. The City Manager is authorized to enter into other agreements that may be necessary to accomplish the transaction authorized by this action.

DONE AND RATIFIED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_ / \_\_\_ / \_\_\_ 1<sup>st</sup> Reading

\_\_\_ / \_\_\_ / \_\_\_ 2<sup>nd</sup> Reading





## REQUEST FOR CITY COUNCIL ACTION

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

**FROM:** Ed Memmott, City Manager

**SUBJECT:** Authorization to Enter into a Property Exchange with Piedmont Interstate Fair, Inc.

**DATE:** November 22, 2016

**BACKGROUND:** Council is aware of the Northside Development Group's (NDG) interest in developing a child development center on the Northside. Over the past several months, the NDG has evaluated several possible locations for this center. Based on this evaluation, the NDG and its architects have determined that a parcel of land located on the northwest corner of the intersection of Howard Street and Franklin Avenue is the preferred location. This location offers close proximity to the Cleveland Academy of Leadership but will avoid significant disruption for Cleveland Academy during construction. This site is owned by Piedmont Interstate Fair, Inc. ("Piedmont").

When approached by NDG, Piedmont - while wanting to support the child development center - was not interested in an outright sale of the property. Piedmont instead wanted to determine if it would possible to exchange the property needed for the child development center for nearby property owned by the city.

Please refer to Attachment 1 which identifies the land owned by Piedmont and the city. For decades, the city has provided use of city owned land to Piedmont under the terms of a ground lease. After negotiations, city management and Piedmont have tentatively agreed to a property exchange and extension of the ground lease. Under the tentative agreement, Piedmont would swap two parcels identified as Piedmont Parcels 1 and 2 for City Parcel 1. Additionally, the city would extend the ground lease for City Parcel 2 for a period of seven years.

City staff has consulted with a real estate appraiser during these negotiations and believes the proposed exchange of properties is equitable. The ground lease extension for seven years is also reasonable and will provide both parties certainty regarding land availability for an extended period of time.

The child development center is a cornerstone project for the Northside Initiative. It will provide childcare for 160 children. Staff believes that the proposed exchange of properties is needed to advance development of the child care center and is requesting Council approval.

**ACTION REQUESTED:** Approval of an ordinance authorizing the city manager to execute documents necessary to accomplish the exchange of properties necessary to facilitate the development of the Northside Child Development Center.

**BUDGET:** N/A



**Legend**

**Property Name**

-  CITY PARCEL 1
-  CITY PARCEL 2
-  PIEDMONT PARCEL 1
-  PIEDMONT PARCEL 2
-  PIEDMONT PARCEL 3
-  Property Lines

**AN ORDINANCE  
TO AUTHORIZE AN EXCHANGE OF PROPERTY BETWEEN  
PIEDMONT INTERSTATE FAIR, INC. AND THE CITY OF SPARTANBURG**

WHEREAS, the City is supportive of efforts to comprehensively redevelop the Northside; and

WHEREAS, the City has committed substantial funding and effort to advance various key Northside projects that will have positive impact on the citizens of Spartanburg and will help to transform the Northside; and

WHEREAS, a child development center on the Northside is one of the critical components of the Northside redevelopment strategy; and

WHEREAS, the location of the child development center is critical to the success of the center and the larger Northside effort; and

WHEREAS, private non-profit partners involved in the Northside effort have determined that a location owned by the Piedmont Interstate Fair, Inc. ("Piedmont") is the preferred location for the center; and

WHEREAS, in order to acquire the preferred location for the child development center, it will be necessary for the city and Piedmont to exchange property.

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

Section 1. The City Manager is authorized to enter into various agreements necessary to convey certain city owned property to Piedmont in exchange of certain property owned by Piedmont that will be conveyed to the city.

Section 2. The City Manager is authorized to enter into other agreements including a seven year extension to Piedmont of a ground lease for property owned by the city.

DONE AND RATIFIED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_/\_\_\_/\_\_\_ 1<sup>st</sup> Reading

\_\_\_/\_\_\_/\_\_\_ 2<sup>nd</sup> Reading





## **REQUEST FOR CITY COUNCIL ACTION**

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

**FROM: Ed Memmott, City Manager**

**SUBJECT: Purchase of TMS 7-12-05-345.00**

**DATE: November 22, 2016**

### **BACKGROUND:**

Council has previously authorized the purchase of an approximately 4 acre portion of TMS 7-12-05-345.00 needed for the daylighting of Butterfly Creek and construction of the Butterfly Creek Linear Park. After extensive negotiations with the property owner, staff has reached a tentative agreement to purchase TMS 7-12-05-345.00 in its entirety for \$500,000. The approximately 2.5 acre portion of the parcel not utilized for creek daylighting and linear park will be held for future redevelopment.

### **ACTION REQUESTED:**

Approval of a Resolution authorizing the purchase of TMS 7-12-05-345.00 for \$500,000.

### **BUDGET:**

\$200,000 in Airport project funding (creek mitigation).

\$300,000 in Northside Project funding.



Milan St

Farley Ave

College St

Millbond Rd

Howard St

Manning St

**RESOLUTION**

**FOR THE PURCHASE OF TMS 7-12-05-345.00 NEEDED  
FOR THE CONSTRUCTION OF THE BUTTERFLY CREEK  
DAYLIGHTING AND LINEAR PARK PROJECTS**

WHEREAS, the City of Spartanburg (the “City”) is seeking to encourage the redevelopment of the Northside; and;

WHEREAS, the Butterfly Creek Daylighting and Linear Park projects are significant components of the Northside revitalization effort; and

WHEREAS, acquisition of a significant portion of TMS 7-12-05-345.00 is needed to complete the Butterfly Creek Daylighting and Linear Park projects and;

WHEREAS, after extensive negotiations with the owner, the City has agreed to purchase TMS 7-12-05-345.00 in its entirety for \$500,000; and

WHEREAS, this purchase of TMS 7-12-05-345.00 will allow the City to proceed with the Butterfly Creek Daylighting and Linear Park projects and will provide the City with approximately 2.5 acres of land for future private taxable development that is consistent with the Northside Transformation Plan; and

WHEREAS, the City has determined it to be in the public interest to conclude this matter and proceed with these impactful public projects on the City’s Northside.

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

Section 1. City Council authorizes the purchase of TMS 7-12-05-345.00 for \$500,000.

Section 2. The City Manager is authorized to execute other agreements necessary to accomplish this transaction.

Section 3. This Resolution shall become effective immediately upon its enactment.

DONE AND RATIFIED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Junie L. White, Mayor.

ATTEST:

\_\_\_\_\_  
Connie S. McIntyre, City Clerk.





## **REQUEST FOR CITY COUNCIL ACTION**

**TO:** Ed Memmott, City Manager

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

**SUBJECT:** Collaborative Partnership Agreement – Northside and Highland Development

**DATE:** November 28, 2016

**BACKGROUND:**

As part of the Northside Transformation Plan, the City of Spartanburg, Spartanburg Housing Authority (SHA), and the Northside Development Group (NDG) issued a request for proposals to select a developer for the Northside and Highland Development. The Collaborative Partnership of the three organizations facilitated the selection of a developer along with residents and partner organizations from the Northside and Highland neighborhoods. The Collaborative Partnership Agreement details the activities of each partner during the pre-development phase of the process. The City is not expected to be a party to the final development, but may provide assistance in the infrastructure process. The agreement is subject to approval by the Spartanburg Housing Authority and the Northside Development Group as well.

**ACTION REQUESTED:** Staff is requesting approval of the resolution allowing the City Manager to execute the Collaborative Partnership Agreement for the Northside and Highland Development.

**BUDGET AND FINANCIAL DATA:** Not applicable.

**A RESOLUTION  
AUTHORIZING THE CITY MANAGER  
TO EXECUTE THE  
COLLABORATIVE PARTNERSHIP AGREEMENT**

WHEREAS, the Collaborative Partners consisting of the City of Spartanburg, Spartanburg Housing Authority (SHA), and the Northside Development Group seek to work collaboratively with Communities' residents, and other local, state, and national organizations to achieve comprehensive and sustainable revitalization; and

WHEREAS, the SHA is a political subdivision of the State of South Carolina, organized as a public housing agency; and

WHEREAS, the City is a political subdivision of the State of South Carolina and organized as a municipal corporation; and

WHEREAS, the NDG is a 501(c)(3) nonprofit organization and organized to facilitate the comprehensive Northside redevelopment; and

WHEREAS, the Northside and Highland Communities ("Communities") are located in the City of Spartanburg and has suffered from economic and physical decline for several decades; and

WHEREAS, the SHA as the owner of Cammie Clagett Public Housing Apartments which are located in the Highland Community wants to redevelop the sites for highest and best use; and

WHEREAS, the Collaborative Partners are engaged in the process of developing the proposed areas in both Communities to meet economy of scales for financing housing and commercial developments in the City of Spartanburg; and

WHEREAS, the Collaborative Partners issued a joint request for qualifications seeking a Private Developer to implement a comprehensive mixed use/mixed income development in the Communities (Development Plan); and

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

Section 1. Allow the City Manager to execute the Collaborative Partnership Agreement between the City of Spartanburg, Spartanburg Housing Authority, and the Northside Development Group for the Northside and Highland Development.

Section 2. This Resolution is adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Connie S. McIntyre, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Cathy Hoefler McCabe, City Attorney

**COLLABORATIVE PARTNERSHIP AGREEMENT  
AMONG THE  
CITY OF SPARTANBURG,  
THE HOUSING AUTHORITY OF SPARTANBURG,  
AND  
NORTHSIDE DEVELOPMENT CORPORATION**

---

This Collaborative Partnership Agreement (this "Agreement") is entered into as of the day of \_\_\_\_\_, 2016, among the **HOUSING AUTHORITY OF THE CITY OF SPARTANBURG** referred to as the **SPARTANBURG HOUSING AUTHORITY ("SHA")**, the **CITY OF SPARTANBURG (the "City")** and the **NORTHSIDE DEVELOPMENT CORPORATION (the "NDC")** (collectively "Collaborative Partners").

**RECITALS**

**WHEREAS**, the SHA is a political subdivision of the State of South Carolina, organized as a public housing agency; and

**WHEREAS**, the City is a political subdivision of the State of South Carolina and organized as a municipal corporation; and

**WHEREAS**, the NDC is a 501(c)(3) nonprofit organization and organized to facilitate the comprehensive Northside redevelopment; and

**WHEREAS**, the Northside and Highland Communities ("Communities") are located in the City of Spartanburg and has suffered from economic and physical decline for several decades; and

**WHEREAS**, the Collaborative Partners seek to work collaboratively with Communities' residents, and other local, state, and national organizations to achieve comprehensive and sustainable revitalization; and

**WHEREAS**, Exhibit A and B provides a narrative statement describing the relationship between the Collaborative Partners, involvement of various partners, and outlines mutual understandings with respect to the Northside and Highland neighborhoods ; and

**WHEREAS**, the SHA as the owner of Cammie Clagett Public Housing Apartments which are located in the Highland Community wants to redevelop the sites for highest and best use; and

**WHEREAS**, the Collaborative Partners are engaged in the process of developing the proposed areas in both Communities to meet economy of scales for financing housing and commercial developments in the City of Spartanburg; and

**WHEREAS**, the Collaborative Partners issued a joint request for qualifications seeking a Private Developer to implement a comprehensive mixed use/mixed income development in the Communities (Development Plan); and

**NOW, THEREFORE**, in consideration of the foregoing recitals and underlying promises, which the parties agree to be good and valuable consideration, the parties agree as follows:

### **I. Basic Commitments of the Collaborative Partners.**

- A. Commitment to Work Collaboratively. The parties commit to work collaboratively throughout the entire development process. This Agreement herein provides greater detail on the process for implementing decision-making and for settling disputes that may arise in the preparation and implementation of the Communities' development.
- B. Subsequent Agreements. This Agreement is intended to provide an overall framework for a cooperative, public-private, highly coordinated approach to preparing the Communities' development. The Collaborative Partners acknowledges that the completion of the Communities' development may require additional agreements between separate parties to this Agreement and third parties (the "Subsequent Agreements"). The Collaborative Partners agree to work with each other in good faith to execute the Subsequent Agreements in accordance with any agreed upon schedule and further agree that all Subsequent Agreements must comply with their standard contractual provisions, policies and procedures.

### **II. Funding of the Pre-development Plan.**

This Agreement provides for specific funding commitments by the Collaborative Partners with respect to preparation of the final Development Plan. It is contemplated that the Pre-Development Plan will identify other sources of funding necessary for implementation of the Northside and Highland development. The respective Collaborative Partners retain their autonomous decision making authority with respect to all future funding commitments for the Communities Development.

The Collaborative Partners agree to comply with all applicable requirements for any federal, state or local funding source. Notwithstanding the foregoing, any private funds raised by the Collaborative Partners that are used in furtherance of this Development shall not be subject to compliance with rules or regulations applicable to any federal or state regulations.

### **III. Responsibilities of the Development Partner.**

The Partners acknowledge and agree that the Private Developer shall be responsible for proposing Pre-Development Plan options to the Collaborative Partners and the Communities' neighborhood associations for their review. The Private Developer shall revise and prepare a final Development Plan for the Collaborative Partners.

#### **IV. Responsibilities of Spartanburg Housing Authority.**

The Spartanburg Housing Authority will carry out the following responsibilities including, but not limited to:

- A.** Communicate and report with HUD, and insuring that all information is shared in a timely manner with partners;
- B.** Work with the Collaborative Partners, Other Partners and Private Developer to create and submit the final Development Plan based on an agreed schedule;
- C.** Assist in facilitating the involvement of the public housing and Section 8 residents in the pre-development planning effort;
- D.** Coordinate efforts with the Private Developer on RAD and Section 8 Voucher use in the final Development Plan;
- E.** Provide property in the Highland Community for the development;
- F.** Provide funding for the Pre-development Plan and the final Development Plan in the Communities where available and appropriate to facilitate the construction of designated Section 8 and RAD funded units;
- G.** Make available any property in the Highland community for the development;
- H.** Provide staff support, oversight, and technical assistance during the creation of the final Development Plan and implementation of the final Development Plan; and
- I.** Work with the Collaborative Partners, Highland Neighborhood Association and Other Partners to increase the involvement of the surrounding neighborhood in the pre-development planning effort.

#### **V. Responsibilities of the City of Spartanburg.**

The City will carry out the following responsibilities including, but not limited to:

- A.** Work with the Collaborative Partners, Other Partners and Private Developer to create the final Development Plan;
- B.** Provide appropriate staff at the City's discretion to support the planning and development effort;

- C. Provide technical assistance where necessary regarding city owned property transfers and infrastructure improvements;
- D. Consult and offer assistance to the Private Developer in its pursuit of New Markets Tax Credit allocation for the development of commercial rental space as part of the mixed use Northside Development;
- E. Provide any vacant and available property for the implementation of the development in the Communities;
- F. Provide funding where available and appropriate for the development of and construction of infrastructure improvements;
- G. Promote a holistic and coordinated planning and development process in the Northside community and in collaboration with the City and SHA on the Cammie Clagett development sites;
- H. Work with Collaborative Partners and Other Partners to insure the involvement of the Communities' neighborhood in any pre-development planning effort; and
- I. Coordinate timelines and the goals outlined in the application including review of objectives and current progress to support this Agreement.

## **VI. Responsibilities of Northside Development Corporation.**

The NDC will carry out the following responsibilities on the Northside including, but not limited to:

- A. Work with the Collaborative Partners, Other Partners and Private Developer to create the final Development Plan;
- B. Ensure all timelines and schedules are in a central location and the planning process is coordinated;
- C. Ensure all partners including but not limited to Northside Neighborhood Association, Edward Via College of Osteopathic Medicine, Wofford College, Spartanburg Regional Healthcare System and Voyagers are involved in the planning and development process;
- D. Work closely with Purpose Built Communities to coordinate Purpose Built Communities' assistance with advice, strategic guidance and additional staffing support throughout the Planning Process and beyond;

- E. Coordinate planning efforts and resources for strategic redevelopment within and surrounding the Northside neighborhood;
- F. Provide appropriate staff support;
- G. Work with the Collaborative Partners and Other Partners to enhance the involvement of the neighborhood in the pre-development planning effort;
- H. Participate in the ownership of any property in the Northside community with the Private Developer at the completion of the development, depending on the final ownership structure;
- I. Coordinate timelines and the goals outlined in the Pre-development Plan including review of objectives and current progress to support this Agreement; and
- J. Lead public communication strategy with input from the Collaborative Partners and Other Partners.

## **VII. Shared Responsibilities of the Collaborative Partners**

The Collaborative Partners will carry out the following responsibilities including, but not limited to:

- A. Development Plan. The Private Developer, with assistance from the Collaborative Partners, shall be responsible for preparing the Pre-development Plan, development financing plan, and implementing the final development in the Communities. The Collaborative Partners and the Private Developer shall be responsible for ensuring the final development is in compliance with all local, state, and federal regulations.
- B. Planning Expenses. The Collaborative Partners agree to facilitate the development of a preliminary development and planning budget and source specific budget and agree as follows on budgetary and financial management responsibilities:
  - i) SHA and NDC will provide funding for the pre-development efforts in a separate agreement.
  - ii) Each agrees to collectively work together to reach consensus for any changes to any budgetary items.
- C. Data and Information Sharing. The Collaborative Partners recognize that data and information sharing is critical to informing the final Development Plan. The Collaborative Partners agree to use its best reasonable efforts to share data quickly with the Other Partners while being mindful of legitimate privacy concerns and applicable law. Subject to all applicable local, state and federal laws, regulations, and guidance

regarding privacy and information security, the Collaborative Partners Members (each a “Disclosing Party”) agree to share statistical data, reports and other proprietary information (as further defined below, “Confidential Information”) with each other upon request (the “Requesting Party”), which request shall be made only to enable the Requesting Party to discharge its duties under the terms of this Agreement. The Other Partners and the Private Developer shall be required to share similar data with the Collaborative Partners upon request. The Collaborative Partners will also be responsible for sharing data with the Private Developer to assist it with the preparation of the pre-development and final plan.

- D. Treatment of Confidential Information. For the purposes of this Agreement, Confidential Information includes all legally obtained information disclosed by the Disclosing Party to the Requesting Party, whether in writing, on computer disks or other media, orally, visually, or otherwise, relating to (i) all information and data in whatever form pertaining to the project developed, produced, or created by any agent for or on behalf of the Disclosing Party, including but not limited to all statistical data, reports, business plans, budgets, development plans, financial projections and assumptions, cost information, marketing plans, arrangements, and methodologies designed or intended to implement or carry out the revitalization project contemplated in this Agreement and (ii) any other information that the Requesting Party knows or has reason to know is proprietary and confidential and that has been provided to the Requesting Party by the Disclosing Party, or any third party under the direction of the Disclosing Party, as confidential information for the Requesting Party’s use. Confidential Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- E. Media Communications. NDC or its designee shall be responsible for managing and coordinating press coverage pursuant to its Communication Policy, including communications with any media outlet, and public announcements involving this Agreement, the Transformation Plan, or any other matter related to this Agreement. NDC shall be the first point of contact for media regarding the Northside Community Redevelopment and will be responsible for distributing media request to the appropriate partner. Each party shall inform the other parties if contacted by any individual affiliated with a media outlet or a member of the public seeking information regarding this Agreement, the Transformation Plan.
- F. Fund Raising. The Collaborative Partners will jointly seek to proactively identify and raise funding for implementation of the final Development Plan which is deemed to be consistent with the Northside and Highland redevelopment objectives.
- G. HUD Reporting, HUD Monitoring, and Tracking of Resources. The Collaborative Partners acknowledge the importance of proper and timely reporting to HUD and will

cooperate in the preparation of required reports and data required by HUD; provided, however, that SHA shall be the only entity that submits documentation or reports to HUD after receipt of approval of such documents by the City and NDC. The Collaborative Partners additionally acknowledge the importance of cooperation and information sharing with regards to any HUD monitoring of federal funds and commits to cooperate in all monitoring/reviews by HUD. The Collaborative Partners will track resources committed and expended for the Northside redevelopment effort and in the Highland community related to the development of the specific sites. NDC will have lead responsibility of collecting and maintaining resource and leverage commitments and will share with City and SHA in timely fashion as needed to leverage other resources for Northside redevelopment or for HUD reporting.

### **VIII. General Provisions.**

- A. Term. This Agreement shall commence on the Effective Date and shall continue until an operating agreement is executed between the Collaborative Partners, in accordance with the final Development Plan.
- B. Termination For Cause. The parties shall each have the right to terminate this Agreement for cause, effective within thirty (30) days after the receipt of written notice by the other parties of its intent to terminate and the reasons therefor. A party shall have the opportunity to respond to the written notice within five (5) business days after the receipt of said notice. A party shall have the opportunity to cure any breach of this Agreement or other cause forming the basis of the termination, as provided in the written notice, within fifteen (15) business days after receipt of the written notice, or as otherwise agreed to by the parties.
- C. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with OIG investigations, and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.
- D. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.
- E. Indemnification. None of the parties to this Agreement shall be required to indemnify any other party to this Agreement for any claim, action, liability, or loss that results from or arises out of any actual or alleged act or omission in performance of the services by any party or any party's subcontractor.
- F. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of other parties, except that the rights or

obligations of Developer may be further assigned or delegated in accordance with the terms of the Master Development Agreement which will be developed in the future by NDC, SHA and Developer.

- G. Non-waiver. The failure of any party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous, or subsequent default or breach.
- H. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested, as follows:
- i) If to the City: Ed Memmott, City Manager, City of Spartanburg, P.O. Box 1749, Spartanburg, SC 29304
  - ii) If to SHA: Terril Bates, Executive Director, Spartanburg Housing Authority, 2271 S. Pine Street, Spartanburg, SC 29302
  - iii) If to NDC: William Barnet, III, Chairman, Board of Directors, Northside Development Corporation, P.O. Box 3362, Spartanburg, SC 29304
- I. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between and among representatives of the parties.
- J. Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against the parties on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

- K. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.
- L. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.
- M. Time is of the Essence. The parties each acknowledges and agrees that time is of the essence in the performance of this Agreement.
- N. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, the Collaborative Partners shall be free to engage in development elsewhere, and the City, SHA and NDC shall be free to engage the services of other contractors for the provision of some or all of the services set forth in this Agreement.
- O. Complete Agreement. The parties specifically acknowledge that in entering into and accepting this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties hereto with regard to the terms, obligations, and conditions herein.

SIGNATURE PAGE FOLLOWS

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have duly executed this Choice Neighborhoods Implementation Agreement, on or as of the date first written above.

SHA: HOUSING AUTHORITY OF THE CITY OF SPARTANBURG

By: \_\_\_\_\_  
Name: Terril Bates  
Title: Executive Director

CITY: CITY OF SPARTANBURG

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

NDC: NORTHSIDE DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: William Barnet, III  
Title: Chairman, Board of Directors

## **Exhibit A**

### **Narrative Statement of the Northside Community**

A movement on the Northside of Spartanburg is underway to revitalize the neighborhood. Committed individuals, families, residents, and institutions have joined together with the Northside Development Corporation (NDC) to plan and implement a place-based, people centered effort designed to make the Northside a neighborhood where everyone can thrive. The Spartanburg Housing Authority (SHA) and the City of Spartanburg (City) are critical to the success of this effort. This document is intended to memorialize the commitment shared by NDC, SHA and City (collectively Collaborative Partners) and more specifically describe how they will work together to achieve their goals in the Northside throughout the Choice Neighborhood planning process outlined below.

The mission of NDC is to “encourage and manage the redevelopment of the City’s Northside community, honoring its past and expanding the economic, educational, recreational, health, and social opportunities for its residents.”

The Collaborative Partners approach is inspired by other holistic revitalization efforts across the country that is part of the Purpose Built Communities Network (Network). All communities in this Network are using a similar model based on the successful holistic revitalization of Atlanta’s East Lake neighborhood. The Purpose Built model requires the simultaneous implementation of three strategies: high-quality mixed-income housing, a cradle-through-college education pipeline, and community health and wellness programs to break the cycle of poverty while creating a healthy and sustainable neighborhood where everyone has the opportunity to thrive. This model is implemented by many partners working together under the direction of a new non-profit created solely to drive the successful implementation and ongoing sustainability of the neighborhood revitalization initiative. The establishment of the non-profit organization is the most important factor in a successful community revitalization initiative using the Purpose Built model. This holistic, community-driven process requires strong, effective leadership working in collaboration and cooperation with diverse interests, and a visionary leadership team capable of bringing these interests together to work towards a common goal. NDC is serving as that organization and formally became part of the Purpose Built Communities Network in March 2012.

Given that NDC, SHA, and the City are using East Lake as a model for the revitalization of the Northside, there is commonality and synergy in layering the Choice Neighborhood funding opportunity on to the model adopted by NDC and its partners. NDC, SHA and the City leveraged over \$750,000 in commitments (cash and in-kind services) to help secure the 2011 \$300,000 Choice Neighborhood planning grant. The Partners will work with neighborhood residents, institutional stake holders and others to create a comprehensive neighborhood revitalization strategy or “Transformation Plan” which is intended to “become the guiding document for the revitalization of the public and/or assisted housing units, while simultaneously

directing the transformation of the surrounding neighborhood and positive outcomes for families.” A strong “Transformation Plan” will serve as the roadmap for the Northside’s revitalization.

NDC is working closely with SHA, the City, residents, institutions, and organizations including, but not limited to, Spartanburg District 7, Cleveland Academy of Leadership, The Mary Black Foundation, The Spartanburg County Foundation, Wofford College, Spartanburg Regional Healthcare System, The Edward Via College of Osteopathic Medicine or VCOM, and many others to build a common vision for the Northside.

The parties recognize that the Northside revitalization initiative can only be successful if they work together in a coordinated and seamless manner. Further, the partners acknowledge that the desired change in the Northside is dependent upon the successful inclusion in the planning and implementation process of residents who live in, and businesses and other institutions located in, the Northside. Furthermore, the parties acknowledge that the revitalization work in the Northside will be complex, have multiple phases and layers of opportunity, and is likely to take many years to reach its full potential. Through open and honest communication, transparency, compromise and cooperation, continued good faith and good humor, and respect, the collective goal will be achieved.

## **Exhibit B**

### **Narrative Statement of Highland Community**

#### **Introduction**

The Highland Community is generally bounded by Stewart Park to the south, John B. White Boulevard to the west, West Main Street to the north and Forest Street to the east. Community meetings to discuss residents needs indicate that this boundary is potentially in question. The composition of the community includes institutional facilities such as The Journey, a non-denominational church, Macedonia Missionary Baptist Church, Bethlehem Community Center, Spartanburg Soup Kitchen, and Stewart Park. The community also includes commercial buildings some that are substandard and are the main entry into Spartanburg's central business district from the south and west. Housing in the community is composed of large multifamily developments that include the recently vacated Cammie Clagett Public Housing, Prince Hall Public Housing, and Norris Ridge – privately owned Mod-Rehab units. Housing also includes smaller single family and multi-family developments clustered in an area surrounded by the multi-family developments. Most housing appears to be built in the 60's and 70's based on census data. The neighborhood is proud of its history and supports the City and its partners in its efforts to improve the community.

#### **Discussions and Observations**

Discussions with the City and residents indicate a potential to create an improvement effort similar to the Northside community north of the city's central business district. In the Northside community the city is working in cooperation with the neighborhood leaders and public and private partners to implement extensive neighborhood change. Unlike the Northside community, the Highland community does not have extensive deterioration of infrastructure and housing conditions that may warrant a large scale redevelopment of the neighborhood. That may be the only difference as the Highland neighborhood has similar concerns about crime, housing conditions, poverty, and unemployment that hinder a stable functioning neighborhood. Similar to the Northside, the Highland community has a large 21 acre park that could become a regional asset similar to Cleveland Park. The recently improved Stewart Park facility and potential connections to other neighborhoods and walking trails was mentioned several times in community meetings and discussions. Also mentioned by residents in community meetings were smaller parks and facilities in the community that are an asset.

The community has expressed interest in developing and improving the major corridors on Daniel Morgan Avenue, John B. White Boulevard, West Main Street, and South Forest Street where existing commercial and new commercial development could be created. The challenge is land assembly and former uses of the site may not be attractive to potential commercial developers without some type of public private partnership or incentive. The City has an interest in improving these corridors because they are major entryways into the City's central business district. The downtown master plan prepared several years ago addresses somewhat the West Main Street corridor development, but does not address Daniel Morgan and John B. White Boulevard as potential corridors that could be improved in this area of the community.

Housing opportunities exist with the potential demolition of the Cammie Clagett Public Housing Apartments in the neighborhood. The two larger sites on Daniel Morgan Avenue could be developed for mixed income multi-family. A more detailed planning study or market analysis would be necessary to determine the highest and best uses of these two large parcels. The Cammie Clagett development includes 32 scattered site units in the community. These sites could be repurposed for both multi-family and single-family uses where appropriate in support of neighborhood goals. The community has expressed an interest in single-family housing attractive for older more mature families and empty-nest couples and singles. The neighborhood looks forward to the development of a Master Plan process in 2017.

**Exhibit C**  
**City-Required Contractual Provisions**

**[insert, if any]**

**Exhibit D**  
**SHA-Required Contractual Provisions**

**[insert, if any]**

**Exhibit E**  
**NDC-Required Contractual Provisions**

**[insert, if any]**





## REQUEST FOR CITY COUNCIL ACTION

**TO:** Ed Memmott, City Manager

**FROM:** Marion Blackwell, Fire Chief

**SUBJECT:** Approval to Purchase Engine

**DATE:** 11/28/2016

**BACKGROUND:** Over the past year, the Fire Department has researched and prepared a bid specification for (1) Fire Engine to serve the needs of our citizens and city. The proposed engine will provide fire suppression for primary response in the Hillcrest area of the city with secondary response to all other areas of the city. This Fire Engine is a replacement for a 1990 Fire Engine that needs to be removed from service after 26 years of service. The bid document was prepared by a committee of driver/operators under the direction of Asst. Chief Balmer. The bid document was reviewed and approved by Chief Blackwell.

The City's Procurement and Property staff received one bid on October 25, 2016 (proposal# 1314-08-20-01) one Fire Engine to be delivered to City Hall. No M.W.B.E. responded.

Company	Amount
Spartan Fire Apparatus	\$735,659
Prepay Discount	(\$22,759)
Total	\$712,900

**ACTION REQUESTED:** The Fire Department requests approval to purchase one (1) Fire Engine from Spartan Fire Apparatus, in accordance with proposal number 1314-08-20-01.

**BUDGET AND FINANCIAL DATA:** The Engine is funded \$550,000 through the Capital Lease approved by Council earlier this year and \$162,900 through the Equipment Replacement Fund.





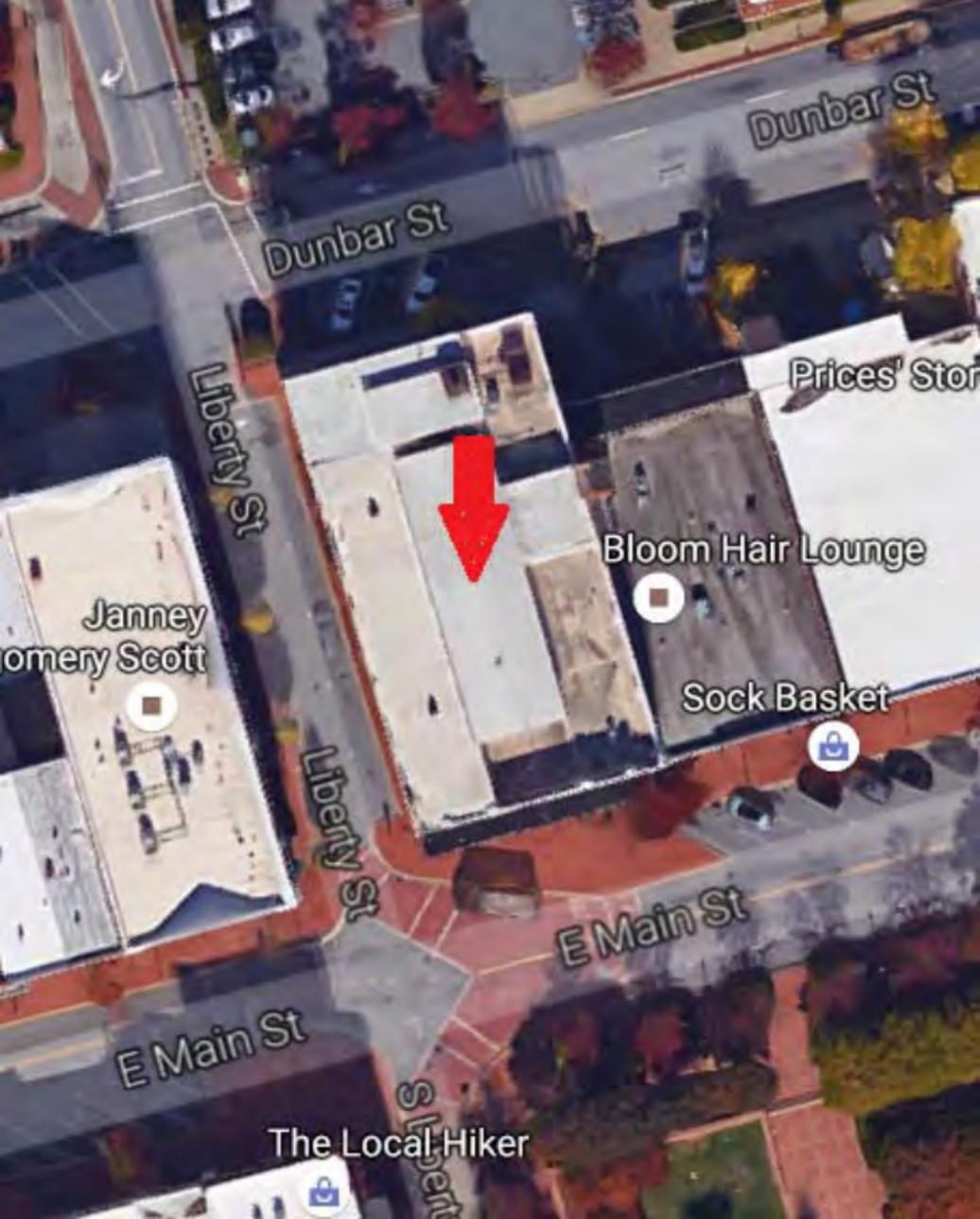
## REQUEST FOR COUNCIL ACTION

**TO:** Spartanburg City Council  
**FROM:** Chris Story, Assistant City Manager  
**SUBJECT:** Development Agreement for 174 East Main Street  
**DATE:** November 14, 2016

174 East Main Street, located at the intersection of E. Main and Liberty Street at Denny's Plaza, once housed the Aug W. Smith Department Store and later housed the Bishop Furniture Store. It has been underutilized for years. For several reasons, including its size and location at a strategically important corner, City staff has considered it a high priority for adaptive reuse.

For several months, city staff has been working with Blue Wall REII, LLC, a South Carolina corporation in purchasing the building with intentions to undertake substantial interior and exterior renovations and new construction to accommodate 46 upscale apartment units and ground level storefront businesses. These improvements will bring additional life and activity to a long vacant corner, adding new residents, new businesses and job creation. The project is eligible to be considered for a Special Assessment for Rehabilitated Historic Property as described in state code. After a thorough review of project finances and renovation plans, we believe five years of special assessment is a necessary and appropriate financial incentive to facilitate this project.

We recommend that you authorize the City Manager to execute the attached development agreement. We welcome any questions you may have.



Dunbar St

Dunbar St

Liberty St

Prices' Stor

Janney  
Tomery Scott

Bloom Hair Lounge

Sock Basket

Liberty St

E Main St

E Main St

The Local Hiker



COUNTY OF SPARTANBURG    ) DEVELOPMENT AGREEMENT  
  ) BETWEEN  
  ) THE CITY OF SPARTANBURG,  
  ) AND  
STATE OF SOUTH CAROLINA   ) BLUE WALL REII, LLC

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

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

WHEREAS, BLUE WALL REII, LLC, a South Carolina limited liability company (the “Developer”), and its affiliates, have successfully renovated a number of older structures into desirable market rate mixed use developments including office, retail and apartment projects; and

WHEREAS, Developer is purchasing the former Aug. W. Smith Building at 174 East Main Street and proposes to completely renovate the structure; and

WHEREAS, the Aug. W. Smith Building is a prominent local landmark of strategic importance to the positive development of downtown Spartanburg; and

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

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

**Developer Commitments:**

1. To fully renovate, in a historically sensitive manner, the 174 East Main Street building expending a minimum of \$10 million on the project (the “Project”) as a market rate apartment project containing ground-level storefront retail space.
2. To engage properly licensed contractor(s) and/or subcontractor(s) to make the interior and exterior improvements as stated above.
3. To meet all typical and customary City permitting (Zoning, Building Inspections, and Business License) requirements. Nothing in this Agreement relieves the Property Owner from complying with all other City Ordinances, statutes, laws, or regulations that pertain to the construction of the Project.

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

### **City Commitments:**

1. To certify by resolution that 174 East Main Street qualifies for the South Carolina Abandoned Buildings Revitalization Act.
2. Take necessary steps to ensure the project benefits from a Special Assessment for Rehabilitated Historic Property for a period of five (5) years.
3. To ensure the opportunity for tenants to purchase monthly parking passes in the Dunbar Street Parking Garage at the prevailing public rate. The city will ensure that at least 60 monthly passes are available to building tenants for at least ten years. As an inducement to the project and to establish a functional pattern of garage use, the first year of monthly parking passes will be free of charge. The City Manager is authorized to make signage and space assignment changes as necessary to support convenience.
4. For the convenience of tenants of 174 East Main and nearby properties, the city will alter the parking duration limits on two adjacent on-street parking spaces, reducing the allowable parking duration from two hours to thirty minutes to facilitate unloading and other short visits.
5. The city will relocate the street tree on the Dunbar Street side of the building to another nearby location and make the necessary repairs to the streetscape.
6. Upon approval of the project by Design Review Board and Historic Architecture Review Board, release the property from the existing Mall Façade Agreement of June 29, 1984.
7. The city acknowledges that the adjacent block of Liberty Street will need to close for a portion of the construction work along that façade. The city will make its best efforts to minimize inconvenience associated with this closure.

### **General Conditions**

1. **Invalidity.** Should any of the provisions of this Agreement held invalid in whole or in part, it shall not affect or invalidate the balance of such provision or any other provisions.
2. **Amendments.** This Agreement may not be amended, modified or changed, except by an instrument in writing and signed by all the parties.
3. **Entire Agreement.** This Agreement contains the sole and entire understanding between the parties, and all other promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement.
4. **Notices.** All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified

mail, return receipt requested, or by overnight courier, or by fax, with evidence of delivery, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder.

- 5. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.
- 6. **Successor and Assigns; Termination.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns. This Agreement may only be terminated with the consent of all parties hereto.
- 7. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 8. **No Continuing Waiver.** The waiver of any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

IN THE PRESENCE OF:

**BLUE WALL REII, LLC**

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

F. Bogue Wallin

Its: Principal

\_\_\_\_\_

**CITY OF SPARTANBURG**

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

Ed Memmott

Its: City Manager

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

Connie McIntyre

Its: City Clerk

APPROVED AS TO FORM:

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

Cathy H. McCabe, City Attorney





## REQUEST FOR COUNCIL ACTION

**TO:** Spartanburg City Council  
**FROM:** Chris Story, Assistant City Manager  
**SUBJECT:** Development Agreement – 318 Wofford Street  
**DATE:** November 10, 2016

Local realtor Tudi Holmes is seeking to renovate 318 Wofford Street and convert the long vacant building into professional offices. This project would significantly improve the appearance of an important artery and hopefully increase momentum for redevelopment in that area. The attached development agreement contains authorization for a grant of \$20,000 to offset a portion of the cost of the project. We recommend your approval and welcome any questions you may have.

An aerial photograph of a residential street intersection. The streets shown are Wofford St. (bottom left), Brawley St. (top center), and W. St. John St. (bottom right). A house at 318 Wofford St. is highlighted with a semi-transparent grey overlay. The area is lush with green trees and grass. Other houses and a driveway are visible in the upper left quadrant.

**Brawley St.**

**Wofford St.**

**318 Wofford St.**

**W. St. John St.**

COUNTY OF SPARTANBURG	)	DEVELOPMENT AGREEMENT
	)	BETWEEN
	)	THE CITY OF SPARTANBURG,
	)	AND
STATE OF SOUTH CAROLINA	)	TUDI HOLMES REALTY

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

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

WHEREAS, Tudi Holmes Realty, a South Carolina company (the “Developer”), and its affiliates, are prepared to renovate a prominent structure for positive reuse; and

WHEREAS, Developer has purchased 318 Wofford Street (parcel number 7-12-09-293.00) and proposes to completely renovate the property and occupy it with a professional office; and

WHEREAS, 318 Wofford Street is a long vacant structure prominently situated on a major thoroughfare of importance to the positive development of Spartanburg.

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

**Developer Commitments:**

1. To fully renovate the building and grounds of 318 Wofford Street (parcel number 7-12-09-293.00) in a manner that meets or exceeds all codes and standards of the City.
2. To engage properly licensed contractor(s) and/or subcontractor(s) to make the interior and exterior improvements as stated above.
3. To meet all typical and customary City permitting (Zoning, Building Inspections, and Business License) requirements. Nothing in this Agreement relieves the Property Owner from complying with all other City Ordinances, statutes, laws, or regulations that pertain to the construction of the Project.
4. To complete the renovation activities in accordance with the timelines specified below.

- a. Full site and building plans to be submitted to City Building Official within 120 days of execution of this agreement.
  - b. Project to be completed as evidenced by receipt of Certificate of Occupancy within 120 days of execution of this agreement.
5. To, upon completion of the renovation, occupy the building with a real estate office.

**City Commitments:**

1. To provide the developer with grants to reimburse \$20,000 of the costs of renovation of the property to be disbursed in three installments as specified below:
  - a. \$6,000 upon the submittal of a full set of code compliant site and building plans to the City Building Official.
  - b. \$7,000 upon demonstration that work is fully underway and Developer has expended a minimum of \$15,000.
  - c. \$7,000 upon completion of the project as evidenced by receipt of Certificate of Occupancy.

**General Conditions**

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

5. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.
6. **Successor and Assigns; Termination.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns. This Agreement may only be terminated with the consent of all parties hereto.
7. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
8. **No Continuing Waiver.** The waiver of any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

IN THE PRESENCE OF:

TUDI HOLMES REALTY

\_\_\_\_\_

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

Deborah Holmes

Its: Principal

**CITY OF SPARTANBURG**

\_\_\_\_\_

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

Ed Memmott

Its: City Manager

ATTEST:

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

Connie McIntyre

Its: City Clerk

APPROVED AS TO FORM:

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

Cathy H. McCabe

City Attorney