



# **CITY OF SPARTANBURG**

SOUTH CAROLINA

## **CITY COUNCIL AGENDA**

**City Council Meeting  
City Council Chambers  
145 W. Broad Street  
Spartanburg, SC 29306  
Monday, January 27, 2020  
5:30 p.m.**

- I. Moment of Silence**
- II. Pledge of Allegiance**
- III. Approval of the Minutes from the January 13, 2020 City Council Meeting**
- IV. Approval of the Agenda for the January 27, 2020 City Council Meeting**
- V. Public Comment**  
\*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
- VI. Recognition of Retiring Assistant Fire Chief Pierre Brewton**  
**Presenter: Mayor Junie White**
- VII. Ordinance**
  - A. Ordinance to Establish the Standards for the Placement of Small Wireless Facilities in Covered Areas in the City of Spartanburg, South Carolina; and for Other Purposes (Second Reading)**  
**Presenter: Robert P. Coler, City Attorney**
- VIII. Other Business**
  - A. Presentation of Comprehensive Operational Analysis (COA) – SPARTA**  
**Presenter: Dennis Locke, Finance Director**
  - B. Approval of Contract with Comprehensive Planning Firm TPUDC**  
**Presenter: Natalia Rosario, Senior Planner**

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

**IX. Consent Agenda**

**A. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance and Comprehensive Plan Land Use Element, by Amending Section 206, Changes to District Boundaries, Specifically Parcels #7-12-09-111.00; 113.00; 114.00; 119.00; 120.00; 130.00; 131;00; 141.00; 143.00; 143.01; 143.02; &169.00; Located on 571 Wofford Street; 561 Wofford Street; '0' Hines Street; 288 Hines Street; 276 Hines Street; 531 Wofford Street; 523 Wofford Street; 480 Pilgrim Street; 484 Pilgrim Street; 263 Hines Street; 253 Hines Street; 243 Hines Street; and 242 N. Thompson Street, Which Are Zoned I-1 and/or R-6, With a Land Use Designation of Light Industrial and/or General Residential District to Zone R-6 PDD, with a Land Use Designation of General Residential Planned Development District and Providing for Severability and an Effective Date (Second Reading)**

**Presenter: Natalia Rosario, Senior Planner**

**B. Authorizing the City Manager to Execute an Agreement for the Transfer of Several Properties Located in the Northside Neighborhood (Second Reading)**

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

**C. Authorizing the City Manager to Execute Agreements for the Purchase and Sale of 300 Marion Avenue, Block Map Sheet 7-16-03, Parcel 290.00 (Second Reading)**

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

**X. City Council Updates**

**XI. Executive Session Pursuant to Section 30-4-70 (a) (5) of the South Carolina Code to Discuss Matters Relating to an Economic Development Project**

**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  
County Council Chambers  
366 North Church Street  
Spartanburg, SC 29306  
Monday, January 13, 2020  
5:30 p.m.**

**(These minutes are subject to approval  
at the January 27, 2019 City Council meeting.)**

**City Council met this date with the following Councilmembers present: Mayor White, Mayor pro tem Ruth Littlejohn, Councilmembers Erica Brown, Jerome Rice, Jamie Fulmer, Meghan Smith and Rob Rain. City Manager Chris Story and City Attorney Robert Coler 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. Swearing In of City Councilmembers**

**A. The Honorable Meghan B. Smith – City Council District 1  
Oath of Office Administered by Master Moses Tucker Smith  
Master Solomon Caldwell Smith  
Assisted by Master Jonah Blaise Smith  
Master Abraham Oliver Smith  
Reverend David and Mrs. Norma Blanton  
Comments by Councilmember Smith**

*Councilmember Smith was sworn in and gave remarks afterward.*

**B. The Honorable Robert E. Rain – City Council District 2  
Oath of Office Administered by Reverend Steve Wise  
Assisted by Ms. Dargan McMaster Rain  
Miss Anne Wharton Rain  
Master Robert Edward Rain, Jr.  
Comments by Councilmember Rain**

*Councilmember Rain was sworn in and gave remarks afterward.*

**C. The Honorable J. Ruth Littlejohn – City Council District 3  
Oath of Office Administered by Mr. Horace Littlejohn  
Assisted by Reverend Michael Henderson  
Comments by Councilmember Littlejohn**

*Councilmember Littlejohn was sworn in and gave remarks afterward.*

**IV. Election of 2020 Mayor Pro Tempore –**

*Councilmember Rice made a motion to elect Councilmember Ruth Littlejohn to the position of Mayor pro tem for 2020. Councilmember Brown seconded the motion, which carried unanimously 7 to 0.*

**V. Approval of the Minutes from the November 25, 2019 and December 9, 2019 City Council Meetings –**

*Councilmember Rice made a motion to approve the minutes for the two meetings as received. Mayor pro tem Littlejohn seconded the motion, which carried unanimously 7 to 0.*

**VI. Approval of the Agenda of the January 13, 2020 City Council Meeting –**

*Councilmember Brown made a motion to approve the agenda as received. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*

**VII. Public Comment - none**

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

**VIII. Presentation of Master/Comprehensive Plan Process by Town Planning and Urban Design Collaborative (TPUDC)**

**Presenter: Natalia Rosario, Senior Planner**

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

“During this meeting, professionals with Town Planning and Urban Design Collaborative (TPUDC) will describe their vision for the City’s upcoming Comprehensive Planning Process, the first such process since 2004.

A committee comprised of three city staff members (Martin Livingston, Neighborhood Services Director, Natalia Rosario, Senior Planner, and Rachel Grothe, Associate Planner), two community partners (Jansen Tidmore; EVP of Corporate and Urban Development for the Spartanburg Chamber of Commerce and Hannah Jarrett; Director of Financial Stability Strategy for the United Way of the Piedmont), and two neighborhood leaders (Wesley Hammond, Chair of the Citizens Advisory Committee, and Toni Sutton; President of the South Converse Neighborhood Association) conducted a request for proposals for firms to assist in this important project. They interviewed several well qualified firms including Pond Co., MKSK, Design Workshop, Stantec, and TPUDC, considering factors such as Approach, Qualifications and Experience, Outreach Approach, Proposed fee schedule and cost proposal, City of Spartanburg Context, and Innovation/Creativity. They concluded that the TPUDC is best suited to our situation.

TPUDC will describe their approach and vision for the process at the upcoming meeting. We are pleased to begin 2020 with this important step on our process. We look forward to any questions you may have.”

Brian Wright, Founding Principal of Town Planning & Urban Design Collaborative LLC, presented the process plan to Council.

*Council received the report as information.*

**IX. FY2019 Comprehensive Annual Financial Report and FY19 Annual Audit**  
**Presenters: Dennis Locke, Finance Director**

**Larry Finney, External Auditor of Greene Finney, LLP**

Mr. Locke reviewed highlights from the FY19 CAFR. Mr. Finney reviewed the final audit findings with Council.

*Council received the reports as information.*

**X. Public Hearing**

**A. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance and Comprehensive Plan Land Use Element, by Amending Section 206, Changes to District Boundaries, Specifically Parcels #7-12-09-111.00; 113.00; 114.00; 119.00; 120.00; 130.00; 131;00; 141.00; 143.00; 143.01; 143.02; &169.00; Located on 571 Wofford Street; 561 Wofford Street; ‘0’ Hines Street; 288 Hines Street; 276 Hines Street; 531 Wofford Street; 523 Wofford Street; 480 Pilgrim Street; 484 Pilgrim Street; 263 Hines Street; 253 Hines Street; 243 Hines Street; and 242 N. Thompson Street, Which Are Zoned I-1 and/or R-6, With a Land Use Designation of Light Industrial and/or General Residential District to Zone R-6 PDD, with a Land Use Designation of General Residential Planned Development District and Providing for Severability and an Effective Date (First Reading)**

**Presenter: Natalia Rosario, Senior Planner**

Ms. Rosario presented the item to Council as follows:

“On December 19, 2019, the Planning Commission held a public hearing and reviewed a PDD Rezoning request submitted by Ralph Settle, Colliers Brokerage, Agent & Applicant, as well as AMS Construction, Applicant/Developer on behalf of the City of Spartanburg, Owner to rezone thirteen vacant parcels located on Wofford Street, Hines Street, Pilgrim Street, and N. Thompson Street, Specifically Parcels #7-12-09-111.00; 113.00; 114.00; 119.00; 120.00; 130.00; 131.00; 141.00; 142.00; 143.00; 143.01; 143.02; and 169.00; located on 571 Wofford Street; 561 Wofford Street; ‘0’ Hines Street; 288 Hines Street; 276 Hines Street; 531 Wofford Street; 523 Wofford Street; 480 Pilgrim Street; 484 Pilgrim Street; 263 Hines Street; 253 Hines Street; 243 Hines Street; and 242 N. Thompson Street, that are currently zoned I-1 and/or R-6, (Light Industrial District) or R-6 ,(General Residential District) to zone R-6 PDD: General Residential Planned Development District in order to construct the multi-unit residential Norris Ridge Relocation Project. If the request is approved all of the properties will be combined into one parcel.

The City, in partnership with AMS Construction and Colliers International, is proposing to rezone and overlay the above referenced properties as R-6: PDD, in order to construct upon the property a new neighborhood, which will serve as replacement units for the relocation of the Norris Ridge apartments. The property is requested to be developed under the R-8: PDD code, which permits the development of the property at an approximate 265 units, whereas the proposed development (Phase 1) is slated for 190 units (reflecting the need of families at the

current Norris Ridge), as well as the required 3.3 acres of accessible open space. Additionally, the property will meet all HUD livability requirements, and feature a section of The Dan, Spartanburg’s trail system, giving the residents opportunities to connect with the rest of the city in a way they cannot at the current Norris Ridge, as well as providing them with a first-class amenity.

Staff is satisfied that the use of the property and those allowed under the R-8: PDD and is appropriate for this zone. This development will provide higher quality housing for the hundreds of people who live in Norris Ridge, and help alleviate some related issues for the Highland Community, as well as provide another opportunity for future development in Highland.

The Planning Commission held a public hearing on the proposal on December 19, 2019. 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 of the request to City Council for the rezoning of the parcels from I-1 and/or R-6 to R-6 PDD.

PLANNING COMMISSION RECOMMENDATION: The request was endorsed by the Planning Commission on December 19, 2019 by a vote of 6 to 0. Staff’s recommendation concerning this application is explained in detail in the attached staff report to the Planning Commission.”

*Mayor White* opened the public hearing asking if there was anyone to speak in favor of or in opposition to the proposed rezoning.

*Hearing none, Councilmember Rice* made a motion to close the public hearing.

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

*Councilmember Rice* made a motion to approve the ordinance as presented on first reading. *Councilmember Brown* seconded the motion, which carried unanimously 7 to 0.

## **XI. Ordinance**

### **A. Authorizing the City Manager to Execute an Agreement for the Transfer of Several Properties Located in the Northside Neighborhood**

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

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

“As part of the Northside Transformation Plan, the City of Spartanburg has in certain instances partnered with non-profit developers to build housing in the community. Staff is requesting approval to transfer property to the Northside Development Group (NDG) for the development of mixed income housing on College Street, Brawley Street, and Manning Street. Three (3) properties were purchased using the South Carolina State Housing Finance and Development Authority (SCHousing) – Neighborhood Stabilization Program (NSP) Funds. The City and NDG will be required to meet SCHousing requirements for the NSP funded properties. The Northside Development Group has engaged a development team to improve the sites housing. The properties are being transferred for a potential

townhome and single-family development. The development will be consistent with the Northside Transformation Plan and will require Design Review Board (DRB) review and approval.

Property Address	Tax Map Number	Property Type	Sale Amount
281 Manning Street	7-12-05-256.00	Vacant Lot	\$8,500.00
302 College Street	7-12-05-261.00	Vacant Lot	NSP Donation
497 Brawley Street	7-12-05-264.00	Vacant Lot	NSP Donation
305 Manning Street	7-12-05-253.00	Vacant Lot	NSP Donation
294 College Street	7-12-05-260.00	Vacant Lot	\$2,356.00

**ACTION REQUESTED:** Staff is requesting approval for the transfer of the five (5) properties to the Northside Development Group. The City Manager would execute a deed and development agreement to transfer ownership of the property.

**BUDGET AND FINANCIAL DATA:** Revenues and closing cost: \$10,856.00.  
NEPA Part 58 Environmental assessment approximate cost: \$2,500.00.”

*Councilmember Rice made a motion to approve the ordinance as presented on first reading. Mayor pro tem Littlejohn seconded the motion, which carried unanimously 7 to 0.*

**B. Authorizing the City Manager to Execute Agreements for the Purchase and Sale of 300 Marion Avenue, Block Map Sheet 7-16-03, Parcel 290.00**

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

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

“In April 2018, City Council approved a joint Carolina Foothills Federal Credit Union / City of Spartanburg Homebuyer Purchase Rehabilitation Program. The Program has purchased one home and sold it to eligible buyers in the past year. This is the second home eligible for purchase. Staff is requesting approval to purchase and sell to an eligible home buyer the property located at 300 Marion Avenue. The property will be sold to an eligible affordable or workforce housing individual or family. The purchase price is \$33,000. An appraisal of the property “as is” estimated at \$25,000. Estimated repairs are \$90,000. The property will be included in the City’s Homebuyer Purchase Rehabilitation Program.

**ACTION REQUESTED:** Staff is requesting approval for the purchase and sale of the 300 Marion Avenue for the joint City/CFFCU Homebuyer Purchase Rehabilitation Program.

**BUDGET AND FINANCIAL DATA:** \$33,000 for the purchase and estimated \$100,000 for the repairs of the property using Carolina Foothills Federal Credit Union Program Funds.”

*Mayor pro tem Littlejohn made a motion to approve the ordinance as presented on first reading. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*

**XII. Resolutions**

**A. Directing the Abandonment of a Portion of a Right of Way in the City of Spartanburg, Being a Portion of Northview Street**

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

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

“Staff is requesting approval to abandon a portion of Northview Street Right of Way for the construction of a single-family home. The adjacent lot is currently owned by the Spartanburg Housing Authority. The abandonment of the 0.013-acre portion of the right of way would allow for the construction of a single-family home on the adjacent property. Staff does not anticipate any future use of the right of way.

**ACTION REQUESTED:** Staff is requesting approval of the Resolution and Declaration to close a portion of Northview Street Right of Way.

**BUDGET & FINANCIAL DATA:** Recording fee: \$10.00.”

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

*Mayor pro tem Littlejohn seconded the motion, which carried unanimously 7 to 0.*

**B. Approving the Purchase of Parcel No. 7-12-09-233.00 (218 N. Forest Street) Spartanburg County, SC)**

**Presenter: Chris Story, City Manager**

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

“Among the projects to be funded with the Spartanburg County Capital Project Sales Tax is a new headquarters for our Police Department. After extensive evaluation of various siting considerations and options, we recommend that the facility be located at the northwest corner of W. Saint John Street and N. Forest Street. Approval of the attached resolution would authorize acquisition of a property which would be combined with the properties already owned by the City to create a site well suited for the facility. We envision a two story structure totaling approximately 45, 000 square feet to be situated at the corner with parking beside and to the rear of the structure.

**ACTION REQUESTED:** City Council to approve the resolution and welcome any questions you may have.

**BUDGET AND FINANCIAL DATA:** City will expend \$90,000.00 to acquire parcel but will be reimbursed by Spartanburg County per the Spartanburg County Capital Project Sales Tax Referendum (a.k.a. Penny Sales Tax Referendum).”

*Councilmember Rice made a motion to approve the resolution as presented. Mayor pro tem Littlejohn seconded the motion, which carried 6 to 1. Councilmember Brown voted against the resolution.*

**C. Encouraging Transportation Authorities to Pursue Solutions to Traffic Concerns on Pine Street in the City of Spartanburg and to Reduce the Through Traffic of Large Commercial Trucks in this Important Corridor**

**Presenter: Chris Story, City Manager**

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

“At a recent City Council meeting, you heard comments from the Chairman of Citizens for Safe Streets, a new local advocacy organization whose partners include

Converse College, the YMCA of Greater Spartanburg, Partners for Active Living, Spartanburg Regional Healthcare System, United Community Bank, the Spartanburg Area Conservancy SPACE, the Chapman Cultural Center, Habitat for Humanity of Spartanburg, and the Spartanburg Association of Realtors.

Upon discussing their concerns with transportation authorities, it became clear that it may be of benefit for City Council to formally express your desires on the situation. Therefore, we have drafted the attached resolution for your consideration. We welcome any questions you may have.”

*Mayor pro tem Littlejohn made a motion to approve the resolution as presented. Councilmember Fulmer seconded the motion, which carried 6 to 1. Mayor White voted against the resolution.*

### **XIII. Ordinance for Second Reading**

- A. Ordinance to Amend the City of Spartanburg, South Carolina Zoning Ordinance and Comprehensive Plan Land and Use Element, by Amending Section 206, Changes to District Boundaries, Specifically Parcel #7-17-01-002.00 Located on “0” Union Street at the Corner of Union Street and Ponce De Leon Avenue, Which is Zoned R-15, with a Land Use Designation of Single Family Residential District; to Zone R-8 SFD, with a Land Use Designation of Single Family District and Providing for Severability and an Effective Date (Second Reading)**

**Presenter: Rachel Grothe, Planner**

*Councilmember Rice made a motion to approve the ordinance as received on second reading. Mayor pro tem Littlejohn seconded the motion, which carried unanimously 7 to 0.*

### **XIV. Consent Agenda**

- A. Ordinance Accepting the Property Owned by Tiger Eye Holdings, LLC, and Being Located at 190 Gaskins Road, and is Further Identified On Spartanburg County Tax Map as 7-21-00=004.00 and 7-21-00-004.04 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**

- B. Approving a Development Agreement Between the City of Spartanburg and Fenix Air Charter, LLC. (Second Reading)**

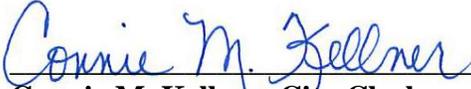
**Presenter: Robert P. Coler, City Attorney**

*Councilmember Brown made a motion to approve the consent agenda on first reading. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*

- XV. City Council Updates - Each Councilmember gave updates on their activities since the previous council meeting.**

**XVI. Adjournment** – *Councilmember Smith made a motion to adjourn the meeting. Councilmember Rice seconded the motion, which carried unanimously 7 to 0. The meeting adjourned at 7:09 p.m.*

**A reception was held honoring the newly sworn in councilmembers after adjournment of the meeting.**

  
Connie M. Kellner, City Clerk





## REQUEST FOR CITY COUNCIL ACTION

**TO:** Chris Story, Manager

**FROM:** Robert Coler, Attorney

**SUBJECT:** Ordinance to regulate the implementation of small cell wireless facilities in public rights of way in the City of Spartanburg

**DATE:** January 27, 2020

**BACKGROUND:** The next generation of broadband wireless services by telecommunication providers will likely include small cell wireless facilities (SWF's). SWF's are transmitters intended to supplement traditional cell towers to provide broadband wireless services in densely populated areas. SWF's are much smaller than traditional cell towers and are intended to transmit higher, yet much weaker, radio frequencies. Therefore, a network of SWF's would be necessary to service an area like our downtown. SWF's, like all telecommunications, are regulated by federal law, as administered by the Federal Communications Commission (FCC). In late 2018, the FCC issued an Order (FCC Order) reiterating the 1996 Telecommunication Act's prohibition on local government impeding any entity from providing interstate and intrastate telecommunications. Additionally, the FCC Order imposed time limits in which a local government, presented with an application for the installation of SWF's, must act. The FCC Order did recognize a local government's right minimize the potential negative visual impact of SWF's and the right to charge fees for the use of its rights of way.

To date, city staff has been contacted by two providers of broadband wireless services, Verizon and AT&T, expressing an interest in installing SWFs in the City. As a result of those conversations, the City Attorney's Office prepared a proposed ordinance to regulate the implementation of SWFs in the City. First reading occurred on June 24, 2019. At second reading on July 8, 2019, Council, in response to public comment, tabled the matter and recommended city staff meet with concerned citizens.

A public meeting occurred on Tuesday, October 22, 2019. At that meeting citizens, residents and non-residents of the City, expressed concerns about 1) the long-term health effects of radio frequency on the human body and the environment, 2) the threat to personal privacy, and 3) the potential negative visual impacts of SWFs, particularly with regard to historic trees. As a result of that meeting, the City's proposed process for the implementation of SWFs will allow city staff to factor into the permit decision the proposed locations for SWFs, will regulate radio frequency, will provide notice to owners and residents within a certain distance of proposed SWFs, will protect historic trees, and will minimize negative visual impacts of SWFs through concealment requirements.

**ACTION REQUESTED:** City Council remove second reading from the “table” for discussion, City Council approve the amendments to the Ordinance, and City Council approve the Ordinance.

**BUDGET AND FINANCIAL DATA:** City anticipates being reimbursed by the applicant for a SWF permit for any “make ready work” conducted by city staff to implement particular SWF’s. City anticipates collecting nominal fees to process applications and nominal rates for the use of public rights of way.

**ORDINANCE NO.**

**AN ORDINANCE TO ESTABLISH THE STANDARDS FOR  
THE PLACEMENT OF SMALL WIRELESS FACILITIES IN  
COVERED AREAS IN THE CITY OF SPARTANBURG,  
SOUTH CAROLINA; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Spartanburg (“City”) encourages wireless infrastructure investment and wishes to provide a fair and predictable process for the deployment of Small Wireless Facilities while managing Public Rights-of-Way in a manner that promotes the interests of the public health, safety and welfare; and,

**WHEREAS**, the City recognizes that Small Wireless Facilities including facilities commonly referred to as small cell and distributed antenna systems are critical to delivering wireless access to advanced technology, broadband, and 9-1-1 services to residences, businesses, and schools within the City; and,

**WHEREAS**, the City recognizes that telecommunications, including wireless broadband, is significantly regulated by federal law and those laws are administered by the Federal Communications Commission; and

**WHEREAS**, the City recognizes that Small Wireless Facilities together with high capacity transport medium such as fiber optic cabling may be effectively deployed in Public Rights-of-Way; and,

**WHEREAS**, this Ordinance is intended to provide policies and procedures for the use of Rights-of-Way by Small Cell Wireless Facilities and establish a standard application process for the issuance of necessary permits in a manner that is not a barrier to competition, and does not unnecessarily delay the implementation and installation of Small Wireless Facilities,

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA**, that the City of Spartanburg Zoning Ordinance 1999 is hereby amended to add a new Section V, subsection 506.12 entitled “Standards for Placement of Small Wireless Facilities,” to read as follows:

**Section 1. Definitions.**

**“Antenna”** means communication equipment that transmits or receives electromagnetic radio frequency signals used in the provision of Wireless Services.

**“Applicable Codes”** means uniform building, energy, electrical, plumbing, mechanical, gas, and fire codes in Title 6, Chapter 9 of the South Carolina Code of Laws, local amendments to those codes authorized by state law, and local codes or ordinances which impose requirements defined in Section 5 of this Ordinance including objective design and concealment standards to regulate location, context, material, color, stealth and concealment standards on a uniform and nondiscriminatory basis.

**“Applicant”** means any person who submits an Application to a City and is a Wireless Services Provider or a Wireless Infrastructure Provider.

**“Application”** means a request submitted by an Applicant for a permit to (i) Collocate Small Wireless Facilities; or, (ii) construct, install, maintain, operate, replace or modify a Utility Pole or Wireless Support Structure.

**“Cable, Communications, Fiber or Electric Easement”** means an easement, granted to a cable or video service provider, a communications service provider (including without limitation a telephone utility), a fiber optics cable services provider, or an electric services provider created or authorized by state law to provide such services, that runs parallel to and abuts or within a Rights-of-Way and is occupied by existing Utility Poles or Wireless Support Structures carrying electric distribution lines, wires, cable, conduit, fiber optic cable for telecommunications, cable or electric service or supporting municipal street lights, or security lights. The term Cable, Communications, Fiber or Electric Easement excludes easements for service drops or lines connecting the customer’s premises to the cable, communications, fiber or electrical provider.

**“City-Owned Pole”** means (i) a Utility Pole owned or operated by the City in Covered Areas, including a Utility Pole that provides lighting or traffic control functions, or other law enforcement functions, including light poles, traffic signals, and structures for signage, and (ii) a pole or similar structure owned or operated by the City in a Covered Area that supports only Wireless Facilities. The term does not include a Utility Pole owned or operated by and accounted for as an asset of a municipal electric utility.

**“Collocate”** means to install, mount, maintain, modify, operate, or replace one or more Wireless Facilities on, under, within, or adjacent to an existing Wireless Support Structure or

Utility Pole located in Covered Areas within the jurisdiction of the City. **“Collocation”** has a corresponding meaning.

**“Covered Areas”** means the surface of, and the space above and below, any public “Rights-of-Way,” “ROW,” “City Rights-of-Way,” “Public Rights-of-Way,” and/or “Cable, Communications, Fiber or Electric Easement” as those terms are defined herein.

**“Day”** means calendar day unless the last day for the City or an Applicant to take action under this Ordinance ends on a weekend, holiday, or time when all but City emergency services are closed due to weather or some unforeseen situation.

**“Decorative Pole”** means a Utility Pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or a temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal practices.

**“Design District”** means an area that is zoned, or otherwise designated by municipal ordinance, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

**“Fee”** means a one-time charge.

**“Historic District”** means an area that is zoned or otherwise designated as a Historic District under municipal, state or federal law and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

**“Micro Wireless Facility”** means a Small Wireless Facility that meets the following qualifications: (i) is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and, (ii) any exterior antenna is no longer than 11 inches.

**“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.

**“Rate”** means a recurring charge.

**“Rights-of-Way” or “ROW” or “City Rights-of-Way” or “Public Rights-of-Way”** means that area on, below, or above a public roadway, highway, street, sidewalk, alley dedicated to, managed or controlled by the City, County or the State of South Carolina, but not including a federal interstate highway, in the City.

**“Small Wireless Facility”** means a Wireless Facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in

volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: vertical cable runs for the connection of power and other services.

***“Stealth Facility”*** means any wireless communications facility that is integrated as an architectural feature of an existing building to which it will be affixed; or any wireless communications facility that is camouflaged or concealed; so that the presence of the wireless facility is either: (1) virtually invisible to the casual observer, such as an antenna behind louvers on a building, or inside a steeple or similar structure; or (2) camouflaged, through stealth design, so as to blend in with its surroundings to such an extent that it is indistinguishable by the casual observer from the structure on which it is placed or the surrounding in which it is located. Examples of stealth facilities include wireless facilities which are disguised as public art or markers, as flagpoles, as indigenous trees, as rocks, or as architectural elements such as dormers, steeples and chimneys. To qualify as “stealth” design, the item in question must match the type of item that it is mimicking in size, scale, shape, dimensions, color, materials, function and other attributes as closely as possible, and placed in a manner and at a location appropriate to the item that it is mimicking. The elements that make a facility a stealth facility are concealment elements.

***“Transmission Pole”*** means a pole or similar structure that is used in whole or in part to carry electric transmission (as opposed to distribution) lines.

***“Underground District”*** means an area that is designated by ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing above ground structures in a Covered Area and for which the City maintains and enforces standards on a uniform and nondiscriminatory basis.

***“Utility Pole”*** means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control devices, traffic control or directional signage, or a similar function regardless of ownership, including City-Owned Poles. Such term shall not include structures supporting only Wireless Facilities, nor shall it include Wireless Support Structures.

**“Wireless Facility”** means equipment at a fixed location that enables Wireless Services between user equipment and a communications network, including: (i) equipment associated with wireless communications; (ii) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes Small Wireless Facilities. The term does not include the structure or improvements on, under, or within which the equipment is Collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between Wireless Support Structures or Utility Poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an Antenna.

**“Wireless Infrastructure Provider”** means any Person including a Person authorized to provide telecommunications service in the State, that builds, installs or maintains Utility Poles, wireless communication transmission equipment, Wireless Facilities or Wireless Support Structures.

**“Wireless Services”** means any services provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, delivered to the public using Wireless Facilities.

**“Wireless Services Provider”** means a Person who provides Wireless Services.

**“Wireless Support Structure”** means a freestanding structure, such as a monopole or, other existing or proposed structure designed to support or capable of supporting Wireless Facilities. Such term shall not include a Utility Pole.

## **Section 2. Purpose and Scope.**

(a) The purpose of this Ordinance is to provide policies and procedures for the placement of Small Wireless Facilities in Covered Areas within the jurisdiction of the City.

(b) It is the intent of this Ordinance to establish uniform standards including, but not limited to:

- (i) Prevention of interference with the use of streets, sidewalks, alleys, parkways, traffic light poles or other light poles, and other public ways and places;
- (ii) Prevention of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

- (iii) Prevention of interference with other facilities and operations of facilities lawfully located in Covered Areas or public property;
- (iv) Preservation of the character of neighborhoods where facilities are installed;
- (v) Preservation of the character of historic structures, or historic neighborhoods, including but not limited to such structures or neighborhoods listed on the National Register of Historic Places or locally designated Historic Districts; and,
- (vi) Facilitation of the deployment of Small Wireless Facilities to provide the citizens with the benefits of advanced Wireless Services; and
- (vii) Minimize adverse visual effects of wireless facilities through careful design, siting and screening.

**Section 3. *Application Process and Fees.***

(a) **Permit Required.** No person shall place a Small Wireless Facility in a Covered Area without first filing a Small Wireless Facility Application and obtaining a permit, except as otherwise provided in this Ordinance.

(b) **Franchise Required.** No person shall place a Small Wireless Facility in a Covered Area without first obtaining a valid franchise or other written consent from the City.

(c) **Permit Applications.** All Small Wireless Facility Applications filed pursuant to this Ordinance shall be on a form, paper or electronic, as required by the City.

(d) **Application Requirements.** The Small Wireless Facility permit Application shall be made by the Applicant , or its duly authorized representative as noted in a notarized statement from a Person with the Applicant with authority to make such an authorization, and shall contain the following:

- (i) The Applicant's name, address, telephone number and e-mail address;
- (ii) Facility owner's name, address, telephone number and email address, if different from Applicant;
- (iii) Intended facility use: owner operated or owner leased capacity;
- (iv) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application;
- (v) A general description of the proposed scope of work for the Collocation of the Small Wireless Facility. The scope and detail of such description shall be

appropriate to the nature and character of the work to be performed, with special emphasis on those matters, including but not limited to sub-surface utilities, likely to be affected or impacted by the work proposed;

(vi) Identification of any consultant that is acting on behalf of the Applicant and that is authorized to speak with the City, or a designee of the City, on the area of consultation for the Applicant even if the Applicant cannot be available;

(vii) Verification from an appropriate representative of the Applicant that the Small Wireless Facility shall comply with all Applicable Codes;

(viii) Verification of payment of the annual municipal consent or administrative fee for telecommunications companies to use Public Rights-of-Ways pursuant to Section 58-9-2230;

(ix) Verification of local business license, if applicable;

(x) Evidence the Applicant is duly authorized to do business in South Carolina;

(xi) Evidence the Applicant has received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the Federal Communications Commission or evidence that it is not required;

(xii) A copy of an approved South Carolina Department of Transportation encroachment permit and all documents required by SCDOT as part of the encroachment permit application, if the proposed location is within a SCDOT Right-of-Way; and,

(xiii) If the proposed location is outside of a SCDOT Right-of-Way, a statement that the Applicant has a lease, attachment agreement or other authorization from the owner of the Utility Pole or structure proposed for Collocation.

(xiv) The radio frequency of the Small Wireless Facility.

(e) **Routine Maintenance and Replacement.** An Application shall not be required for:

(i) Routine maintenance;

(ii) The replacement of a Small Wireless Facility with another Small Wireless Facility that is substantially similar or smaller in size, weight, and height; or

(iii) The installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities that are strung on cables between existing Utility Poles and/or

Wireless Support Structures in compliance with the National Electrical Safety Code by a Wireless Services Provider or a Wireless Infrastructure Provider that is authorized to occupy the Public Rights-of-Way and that is remitting a consent, franchise, or administrative Fee pursuant to S.C. Code Ann. § 58-9-2230.

(f) **Information Updates.** Any amendment to information contained in a permit Application shall be submitted in writing to the City within ten (10) business days after the change necessitating the amendment.

(g) **Consolidated Application.** An Applicant seeking to Collocate multiple Small Wireless Facilities may, at the Applicant's discretion, file a consolidated Application and receive a single permit for up to ten (10) Small Wireless Facilities. Provided, however, the City's denial of any site or sites within a single Application shall not affect other sites submitted in the same Application. The City shall grant a permit for any and all sites in a single Application that it does not deny subject to the requirements of this Section.

(h) **Application Fees.** All Applications for permits pursuant to this Ordinance shall be accompanied by a Fee of \$500.00 for a single up-front application that includes up to five Small Wireless Facilities, with an additional \$100 for each Small Wireless Facility beyond five up to a maximum of ten (10) Small Wireless Facilities.

(i) **Interference with Public Safety Equipment.** A Small Wireless Facility shall be operated and maintained in a manner that does not interfere with public safety (police, traffic control, fire and emergency services) equipment.

#### **Section 4. Action on Permit Application.**

(a) **Review of Small Wireless Facility Applications.** The City shall review the Application for a Small Wireless Facility permit for conformity with applicable requirements of this Ordinance, and shall issue a permit on nondiscriminatory terms and conditions subject to the following requirements:

(i) Within thirty (30) days of receiving an Application, the City must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the City must specifically identify the missing information.

(ii) Make its final decision to approve or deny the Application within sixty (60) days of submission of a completed Application .

(iii) Notify the Applicant in writing of its final decision, and if the Application is denied, specify the reasons for the denial.

(iv) Notwithstanding an initial denial, the Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial, and the City shall approve or deny the revised Application within thirty (30) days of receipt of it.

(b) **Review Deadline.** If the City fails to act on an Application within the sixty (60) day review period (or within the thirty (30) day review period for an amended Application), the Applicant may be entitled to those remedies set forth in the Federal Communications Commission’s Declaratory Ruling and Third Report and Order, FCC – CIRC1809-02 (“FCC ORDER”), provided Applicant provides City notice that the time period for acting has lapsed and the notice includes a statement that Applicant is asserting that it is entitled to those remedies set forth in the FCC ORDER.

(c) **Compensation.** Every permit shall include as a condition the Applicant’s agreement to pay such lawful franchise Fees, business license taxes, administrative Fees and consent Fees as are permitted under applicable South Carolina and federal law. The Applicant shall also pay all applicable ad valorem taxes, service Fees, sales taxes, or other taxes and Fees as may now or hereafter be lawfully imposed on other businesses within the City.

**Section 5. Requirements for Small Wireless Facilities in Covered Areas.**

(a) **Administrative Review.** The City shall perform an administrative review of permit Applications including the location or installation of new, modified, or replacement Utility Poles and/or Wireless Support Structures and the attachment of Wireless Facilities and equipment on Utility Poles or Wireless Support Structures. Review factors, in addition to location, shall include the size, shape, color, texture, and materials of the structures and attachments, and the potential for risks to the health, safety, and general welfare of citizens, and the potential for adverse visual effects of Wireless Facilities.

(i) The City may require a proposed Wireless Facility be designed to not be significantly more readily apparent or plainly visible (to a reasonable person of ordinary sensibilities) from Covered Areas than existing utility structures, poles and

equipment located within five hundred (500) linear feet on the same Covered Area as the subject Utility Pole or Wireless Support Structure.

(ii) Where Small Wireless Facilities are determined to be appropriate, the use of reasonable stealth and concealment treatments, low profile equipment and control boxes, and screening may be required to avoid significant negative impacts on the character and visual aesthetics of the area. However, such requirements may be waived by the City upon a showing that the particular location of a Small Wireless Facility does not warrant stealth or concealment treatments or imposes an excessive expense. .

(iii) Where technically feasible, City may require a proposed Wireless Facility be installed on an existing utility pole.

(iv) In the event an existing utility pole is not technically feasible for the installation of a proposed Wireless Facility, City may require a Stealth Facility.

(v) To prevent the potential for cluttered rights of way as a result of the proliferation of wireless facilities, City may consider proposed location of wireless facilities.

(vi) Supplemental review districts identified in Section 5(c) and listed in Appendix A may be subject to a higher level of review.

(b) **Maximum Size of Permitted Use.**

(i) Unless a waiver is granted by City for good cause shown, the height of an Antenna of a Collocated Small Wireless Facility shall be limited to the greater of three (3) feet above

(a) the height of an existing Utility Pole or Wireless Support Structure; or

(b) the height of a new Utility Pole or Wireless Support Structure as provided in (ii) below.

(ii) The height of a new Utility Pole, or Wireless Support Structure is limited to the greater of:

(a) the tallest Utility Pole, excluding Transmission Poles, or Wireless Support Structure located in the same Covered Area, measured from grade, in place within one hundred (100) linear feet on the same Covered Area as the subject Utility Pole or Wireless Support Structure as of the effective date of this Ordinance; or

(b) in the absence of any such Utility Pole or Wireless Support Structure, forty (40) feet.

(iii) Collocation is not allowed on a Decorative Pole less than twenty (20) feet in height.

(c) **Supplemental Review Districts.** Collocated Small Wireless Facilities and new or modified Utility Poles or Wireless Support Structures located in supplemental review districts shall be a conditional use and subject to the design and aesthetic requirements and review processes for structures specified in the City Code establishing the supplemental review district(s) in addition to the requirement of this Ordinance, provided that the City will work in good faith with the Applicant to accommodate the installation of Collocated Small Wireless Facilities and new or modified Utility Poles or Wireless Support Structures in supplemental review districts to the fullest extent practicable. The City reserves its right to maintain and implement the following types of supplemental review districts.

(i) **Underground Districts.** A Wireless Services Provider or a Wireless Infrastructure Provider shall comply with nondiscriminatory requirements that prohibit electric utilities, telecommunications or cable providers from installing above-ground structures in the Covered Area in these districts. Nothing in this section shall prohibit the use or replacement of existing Utility Poles or Wireless Support Structures in Underground Districts for the Collocation of Small Wireless Facilities subject to administrative review by the zoning administrator, appropriate design and concealment and a finding that such use does not increase the height by more than three (3) feet.

(ii) **Historic and Design Districts.** As a condition for approval of new Small Wireless Facilities or new Wireless Support Structure in a Historic District or a Design District, the City may require that a Wireless Services Provider or a Wireless Infrastructure Provider comply with the design and aesthetic standards of the Historic District or Design District to minimize the impact to the aesthetics in a Historic District or on a Design District's Decorative Poles. If design and concealment treatments are determined on review by the City to be insufficient to mitigate harm to the Historic District or Design District, the Application may be denied.

This section may not be construed to limit a municipality's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

(d) **Appeals, Special Exceptions and Variance Requirements.** Appeals of administrative decisions and requests for special exceptions and variances from the provisions of this Ordinance, when strict application would result in an unnecessary hardship or in the inability to deploy needed Small Wireless Facilities, shall be heard and decided by the Board of Zoning Appeals or equivalent board for architectural, design or historical district reviews. An applicant seeking a Special Exception to construct a new Decorative Pole, Utility Pole or other Wireless Support Structure to Collocate a Small Wireless Facility in an Underground District shall demonstrate, including certification through an engineer, that it has diligently attempted to locate the proposed Decorative Pole, Utility Pole, Wireless Support Structure, or Small Wireless Facility outside of the Underground District and that placement of the Decorative Pole, Utility Pole, Wireless Support Structure, or Small Wireless Facility within the Underground District is necessary to provide the needed wireless coverage or capacity, and one or more of the following conditions exist supporting a Special Exception:

- (i) No existing Utility Pole or Wireless Support Structure is located within the location search radius or to the extent a Utility Pole or Wireless Support Structure is located within the search radius, such Utility Pole or Wireless Support Structure:
  - a. Is not available for Collocation under commercially reasonable rates, terms, and conditions;
  - b. Cannot accommodate the Collocation of the Small Wireless Facility and meet the technical requirements necessary to deliver adequate wireless service coverage or capacity; or
  - c. Would require modifications exceeding the three (3) feet height limitation imposed in section 5(c)(i).
- (ii) The only available option to deliver adequate wireless service coverage or capacity in the search radius requires modifications to an existing Utility Pole or Wireless Support Structure exceeding the three (3) feet height limitation imposed

in section 5(c)(i) or the installation of a new Utility Pole or Wireless Support Structure for Collocation of a Small Wireless Facility, or

(iii) The applicant has demonstrated other circumstances that, in the reasonable discretion of the [board, etc.], warrant a special exception or variance.

The Applicant shall abide by the design, stealth and concealment treatments imposed as conditions of the special exception.

(e) **Existing Supplemental Review Districts.** Supplemental review districts approved by the City as of the effective date of this Ordinance are listed in Appendix A. The Code provisions authorizing the district, applicable design guidelines or manual, review authority and appeal jurisdiction are specified in Appendix A. Nothing in this Ordinance shall prohibit or otherwise limit the City from establishing additional supplemental review districts, provided however, that facilities and structures for which a permit was approved or deemed approved pursuant to this Ordinance prior to the establishment of the additional supplemental review district remain subject to the provisions of this Ordinance, including routine maintenance and replacement of those facilities and structures as set out in Section 3(e)(i) and (ii) of this Ordinance, and not to any provisions otherwise applicable to the additional supplemental review district. If a Wireless Services Provider or a Wireless Infrastructure Provider voluntarily replaces such facilities in a manner that does not comply with Section 3(e)(ii) of this Ordinance, or if a Wireless Services Provider or a Wireless Infrastructure Provider voluntarily relocates such facilities, such replacement or relocation is subject to the then-existing provisions and requirements of the additional supplemental review district.

(f) **Repair of Damage.** A Wireless Services Provider or a Wireless Infrastructure Provider shall repair all damage to a City Right-of-Way directly caused by the activities of the Wireless Services Provider or the Wireless Infrastructure Provider, while occupying, installing, repairing, or maintaining Wireless Facilities, Wireless Support Structures, City Utility Poles, or Utility Poles and to return the Right-of-Way to its functional equivalence before the damage. If the Wireless Services Provider or the Wireless Infrastructure Provider fails to make the repairs required by the City within forty-five (45) days after written notice, unless the City and the Wireless Services Provider or the Wireless Infrastructure Provider agree in writing to a longer time period, the City may undertake those repairs and charge the applicable party the reasonable and documented cost of the repairs. The City may maintain an action to recover the costs of the repairs.

**Section 6. *Effect of Permit.***

(a) **Authority Granted: No Property Right or Other Interest Created.** A permit from the City authorizes an Applicant to undertake only certain activities in accordance with the Ordinance, and does not create a property right or grant any authority whatsoever to the Applicant to impinge upon the rights of others who may already have an interest in the Covered Area.

(b) **Duration.** Unless construction has actually begun and is diligently pursued to completion at that point, no permit for construction issued under this Ordinance shall be valid for a period longer than twelve (12) months unless both City and Applicant agree to a reasonable extension and all required Fees are paid for the term regardless of construction. The inability of the Applicant to obtain electrical power or backhaul transport services to serve the Wireless Facility such that it is operational within the twelve (12) months due to the action or inaction of third-party utility providers shall not result in the invalidity of the permit.

(c) **Annual Rate.** The rate to place a Small Wireless Facility, collocated on an existing utility pole or Wireless Support Structure in Covered Areas shall be two hundred seventy (\$270.00) dollars per year. The rate to place a Small Wireless Facility on a new Wireless Support Structure shall be eight hundred ten (\$810) dollars per year. This rate is in addition to reimbursement to the City for any expenses for make-ready work. The City reserves the right to require a pole attachment agreement to further define the terms and conditions of attachments to City-Owned Poles.

(d) **Cease Payment.** A Wireless Services Provider or a Wireless Infrastructure Provider is authorized to remove its facilities at any time from a City-Owned Pole in Covered Areas and cease paying the annual rate to the City as of the next due date for payment following the removal.

**Section 7. *Removal, Relocation or Modification of a Small Wireless Facility in the ROW.***

(a) **Notice.** Within ninety (90) days following written notice from the City, a Wireless Services Provider or a Wireless Infrastructure Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Wireless Facilities or Wireless Support Structures within the Rights-of-Way whenever the City, in its reasonable discretion, has determined that such removal, relocation, change or alteration, is

reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Rights-of-Way.

(b) **Emergency Removal or Relocation of Facilities.** The City retains the right to cut or move any Wireless Facility or Wireless Support Structure located within its Rights-of-Way as the City, in its reasonable discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the Wireless Services Provider or the Wireless Infrastructure Provider and provide opportunity to move its own Wireless Facilities or Wireless Support Structure prior to the City cutting or removing a Wireless Facility or Wireless Support Structure and the City shall notify the Wireless Services Provider or the Wireless Infrastructure Provider after cutting or removing a Wireless Facility.

(c) **Abandonment of Facilities.** Upon abandonment of a Wireless Facility or Wireless Support Structure within the City Rights-of-Way, the Wireless Services Provider or the Wireless Infrastructure Provider shall notify the City within ninety (90) days of such abandonment. Following receipt of such notice the City may direct the Wireless Services Provider or the Wireless Infrastructure Provider to remove all or any portion of the Wireless Facility or Wireless Support Structure if the City, in its sole discretion, determines that such removal will be in the best interests of the public health, safety, and welfare.

(d) **Abandonment by Inaction.** At any point when a Wireless Services Provider or a Wireless Infrastructure Provider fails to pay any required Fee, or annual payment to the City, and fails to respond within sixty (60) days to a written inquiry from the City as to whether the Wireless Services Provider or the Wireless Infrastructure Provider intends to continue to operate a Wireless Facility or Wireless Support Structure, for whatever reason, the Wireless Facility shall be deemed abandoned and the City may, at its sole option, remove all or any portion of the Wireless Facility or Wireless Support Structure, or take other action as authorized by law, including recovery of actual costs incurred in removing the Wireless Facility or Wireless Support Structure.

#### **Section 8. Attachment to City-Owned Utility Poles in the Covered Areas.**

(a) **Annual Rate.** The rate to place a Small Wireless Facility on a City-Owned Pole in Covered Areas shall be two hundred seventy (\$270.00) dollars per year. This rate is in addition to reimbursement to the City for any expenses for make-ready work. The City reserves the right to

require a pole attachment agreement to further define the terms and conditions of attachments to City-Owned Poles.

(b) **Cease Payment.** A Wireless Services Provider or a Wireless Infrastructure Provider is authorized to remove its facilities at any time from a City-Owned Pole in Covered Areas and cease paying the annual rate to the City as of the next due date for payment following the removal.

(c) **Make-Ready.** For City-owned Utility Poles in Covered Areas, the Applicant shall reimburse the City for expenses for any reasonable make-ready work. The City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Small Wireless Facility, including pole replacement if necessary, within sixty (60) days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within sixty (60) days of written acceptance of the good faith estimate by the Wireless Services Provider or the Wireless Infrastructure Provider.

**Section 9. Severability.**

In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or work of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the Ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

**Section 10. Effective Date.**

This Ordinance shall take effect immediately upon adoption.

**DONE AND RATIFIED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020**

**ATTEST:**

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

\_\_\_\_\_  
**Connie M. Kellner, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Robert P. Coler, City Attorney**

## VIII. A



## MEMORANDUM

**TO:** Chris Story, City Manager

**FROM:** Dennis R. Locke, Finance Director

**SUBJECT:** Comprehensive Operational Analysis (COA) - SPARTA

**DATE:** January 23, 2020

In November 2018, City Council approved AECOM to conduct a Comprehensive Operational Analysis of the City's bus system known as SPARTA. City Staff worked with several community leaders who were a part of our Steering Committee to provide input to the project along with soliciting input from the bus riders. In addition, the following organizations were also a part of the committee -- Partners for Active Living, SC Works, Upstate Forever, United Way of Piedmont, Spartanburg Housing Authority, Spartanburg Chamber and others. We also met with representatives of the various Neighborhood Associations.

At the upcoming City Council meeting, we will share the initial recommendations. We are not seeking any formal action at this point. However, we look forward to your questions and feedback.

## VIII. B



## REQUEST FOR COUNCIL ACTION

**TO:** Chris Story, City Manager  
**FROM:** Natalia Rosario, Senior Planner  
**SUBJECT:** Vote to Confirm Comprehensive Planning Firm Contract  
**DATE:** January 13, 2020

**SUMMARY:** Throughout the fall, on City Council's request, staff undertook the process of issuing a request for proposals for comprehensive planning firms to assist the City in creating a new Comprehensive Master Plan, the first since 2004. The selection committee consisted of 3 City Staffers; Martin Livingston, Neighborhood Services Director, Natalia Rosario, Senior Planner, and Rachel Grothe, Associate Planner, as well as 2 community partners - Jansen Tidmore; EVP of Corporate and Urban Development for the Spartanburg Chamber of Commerce, Hannah Jarrett; Director of Financial Stability Strategy for the United Way of the Piedmont, and two neighborhood leaders, Wesley Hammond, Chair of the Citizens Advisory Committee, and Toni Sutton; President of the South Converse Neighborhood Association.

After several rounds of review and interviewing of the following firms: Pond CO., MKSK, Design Workshop, Stantec, and TPUDC, TPUDC received the highest score total after all committee members submitted their reviews and has been selected for City Council's review and approval. The committee assessed each submittal utilizing the following criteria: Approach, Qualifications and Experience, Outreach Approach, Proposed fee schedule and cost proposal, City of Spartanburg Context, and Innovation/Creativity (see attached scoresheet example).

**ADDITIONAL INFORMATION:** Selection committee scores and proposed budget breakdown attached.

**BUDGET AND FINANCE DATA:** \$250,000.00 (proposed budget by category attached)



## **AGREEMENT**

This Agreement is by and between the Spartanburg, South Carolina ("Client") and Town Planning & Urban Design Collaborative LLC (also called "TPUDC") ("Consultant") entered into on November 21, 2019.

## **PREAMBLE**

The Client has asked TPUDC to assist with planning services related to the City of Spartanburg Comprehensive Plan (the "Project") which are more fully described below, and the Consultant has agreed to provide such services.

This Agreement contains the following sections:

- I. Basic Services
- II. Terms and Conditions
- III. Signatures
- IV. Appendices:
  - A: Scope of Services
  - B: Rate Schedule
  - C: Base Information
  - D: Fee Schedule

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **I. BASIC SERVICES**

#### **A. SCOPE OF SERVICES**

The Consultant shall perform the basic scope of services as identified in **Appendix A: Scope of Work**.

#### **B. ADDITIONAL SERVICES**

Any services not specifically provided for in the scope of services will be considered additional services and performed on a labor fee plus expense basis using the hourly rates presented in **Appendix B: Rate Schedule** of this Agreement. The Client will provide a letter of authorization for the specific scope of services before any work is initiated by the Consultant.

#### **C. INFORMATION PROVIDED BY THE CLIENT**

The Client will be responsible for all base information described in **Appendix C: Base Information**. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client unless patently erroneous.

#### **D. PROJECT SCHEDULE**

The target timeline for completion of the Project is 18 months.

## **E. FEE AND BILLING**

- E.1 The Consultant will provide the services described in the Scope of Services for a lump sum fee not to exceed \$250,000 including travel expenses.
- E.2 The Consultant shall invoice the Client monthly based on the percentage of services completed for each Phase as of the invoice date as detailed in **Appendix D: Fee Schedule**.
- E.3 Invoices for services rendered and expenses incurred pursuant to this Agreement shall be due as within 30 days of receipt by Client. Any invoice unpaid after 60 days of submission to Client shall bear interest at the rate of 1.5% compounded monthly.

## **F. FORMAT OF FINAL DOCUMENTS**

Consultant shall provide final work products to Client in digital file format.

## **G. CHANGES TO THE SCOPE OF WORK**

Any change to the professional services described in this Agreement shall not be authorized unless documented in writing by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and/or (3) Change the schedule, as appropriate.

## **II. TERMS AND CONDITIONS**

### **A. CONSULTANT'S SCOPE OF SERVICES AND ADDITIONAL SERVICES**

The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost.

### **B. THE CLIENT'S RESPONSIBILITIES**

Client shall be responsible for the following items in conjunction with the Project:

- B.1 Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- B.2 Client will provide on a timely basis the Base Information in **Appendix C: Base Information** that is readily available from previous reports, planning studies, and general institutional knowledge, and any other information that Consultant may reasonably request. If information is not available, the Client will determine if the information may be obtained by an alternative means. The Client and Consultant agree to utilize information that is generally available. Any requests for additional Base Information which is due to certain materials being unavailable shall be discussed with the Client. If the parties mutually agree that additional information is needed, the production of the information shall be considered Additional Services.
- B.3 Client will provide supplementary information that is readily available, that may be requested from time to time during the course of the Project.
- B.4 Client will coordinate and secure locations to conduct all public outreach and engagement events and meetings and promote the events using the promotional materials and Outreach & Engagement Plan developed by the Consultant.

- B.5 Client will print, or have printed, all project related marketing collateral and documents.
- B.6 Client will be responsible for providing event refreshments at Client's discretion.
- B.7 Client will attend scheduled Project meetings with Consultant.
- B.6 Client will attend the Planapalooza™ at specific times scheduled in advance.
- B.7 The Client shall endeavor to avoid scheduling difficulties by providing the Consultant with 30 days notice of anticipated meetings and deadlines.

**C. CLIENT DOCUMENT REVIEW PERIOD PROCEDURES**

Following the delivery of the Work Products the Client shall have a Client Review Period with a duration 30 days. On the final day of the Client Review Period, if not sooner, the Client shall send to the Consultant requested refinements, if any, in the form of one consolidated set of comments made digitally utilizing the comment tools in Adobe Acrobat. All requested revisions must be specific and directive and consolidated, as only one set of revisions per review period will be accepted. The Consultant shall make the requested refinements, if any, to be included in the subsequent version of the document. Additional changes requested outside the Client Review Periods, as well as changes to the Perspective Drawing(s) and/or Illustrative Master Plan(s) requested after the Planapalooza™, will be considered Additional Services. If no requests for revisions from the Client are received by the Consultant by the final day of the Client Review Period, this will indicate that the Client has no revisions to request and the Consultant will begin work on the next phase of work. If the Client requests additional review periods, the associated additional revisions will be considered Additional Services and the project deadline will be adjusted accordingly.

**D. USE OF THE DOCUMENTS**

The Documents shall be used solely in matters relating to this Agreement. The Consultant and the Client shall be deemed the authors of the Documents and shall retain all common law, statutory, and other reserved rights including copyright.

**E. DELAY OR PREVENTION OF PROVISION OF SERVICES NOT THE FAULT OF THE CONSULTANT**

In the event that performance of the Basic Services and/or Additional Services is delayed or prevented due to an unforeseen condition or event beyond Consultant's control, including but not limited to: a natural disaster in the vicinity of the study area, any one of Consultant's offices, the offices of any one of Consultant's consultants or in an area through which any member of the team may be traveling in order to provide Services; the injury or death of Consultant personnel or their consultants or a family member of either. Consultant shall not be responsible for such delay or failure to perform and will not be liable for the consequences of any of the foregoing.

**F. TERMINATION**

- F.1 If the Client fails to make payment when due for service and reimbursable expenses as previously specified herein, the Consultant may, upon thirty days written notice, terminate the Agreement. Unless payment in full is received by the Consultant within thirty days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- F.2 The Client may terminate this agreement for cause after giving the Consultant written notice and an opportunity to cure.
- F.3 In the event of termination, the Client shall forfeit all rights to receive additional copies of documents previously received.

- F.4 In the event this Agreement is terminated, Client shall pay Consultant for all direct costs and Services and/or work undertaken in performance of its obligations hereunder up to the date of termination, including any Services performed but not invoiced as of the date of termination.

**G. PUBLICATION**

- G.1 The Consultant shall have the right to include representations of the Project or the work performed by Consultant, including photographs, among promotional and professional materials.
- G.2 The Client shall provide professional credit to the Consultant in all of Client's promotional materials for or depicting any work performed by Consultant in connection with the Project.
- G.3 If the Client publishes or causes to be published photographs or other representations related to Project, the Client agrees to include reference to the Consultant as follows: "Credit: Town Planning & Urban Design Collaborative LLC, [www.tpudc.com](http://www.tpudc.com)".

**H. ARBITRATION AND LITIGATION**

In the event any dispute arises between the Client and the Consultant in connection with the Agreement or services provided pursuant to the Agreement, the Client and the Consultant agree to submit the dispute to binding mediation by a mediator mutually selected by the parties, with each party sharing equally in the cost of mediation.

**I. MISCELLANEOUS PROVISIONS**

- I.1 The Agreement shall be governed by the law of the State of South Carolina in the United States of America.
- I.2 The duties, responsibilities, and limitations of authority of the Consultant discussed in the Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Consultant.
- I.3 The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign the Agreement without the written consent of the other.
- I.4 The Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant.
- I.5 Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- I.6 The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval at least fourteen days prior to execution. The Client shall not request, and Consultant shall not be required to provide certifications that would require knowledge or services beyond the scope of the Agreement.
- I.7 Title and paragraph headings are for reference and are not a part of the Agreement.
- I.8 In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
- I.9 No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- I.10 Should any provision, paragraph, sentence, word or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with law, or else the same shall

be deemed severable. In any event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.

- I.11 The appendices attached hereto are made a part hereof as if fully set forth herein.
- I.12 This Agreement is valid only if executed by the Client and the Consultant within 60 days of the other.
- I.13 In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions. In case of conflict, this Agreement shall control over the Standard Provisions. As used in the Standard Provisions, the term "the Consultant" shall refer to Town Planning & Urban Design Collaborative LLC and the term "the Client" shall refer to the City of Spartanburg, South Carolina.
- I.14 All notices and communications given pursuant to the Agreement shall be in writing and delivered by email, personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier.
- I.15 This Agreement is subject to federal equal-opportunity and non-discrimination provisions included herewith as Appendix E.

CLIENT:  
City of Spartanburg  
Attention: Natalia Rosario  
145 W. Broad St.  
Spartanburg, SC 29306

CONSULTANT:  
Town Planning & Urban Design Collaborative LLC  
Attention: W. Brian Wright  
1027 Westhaven Boulevard  
Franklin, Tennessee 37064  
brian@tpudc.com  
with cc: to [emily@tpud.com](mailto:emily@tpud.com)

**III. SIGNATURES**

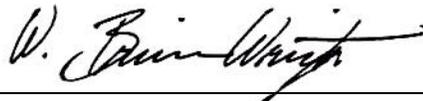
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain one copy, and return another to us for our files. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

ACCEPTED AND AGREED:

Client  
City of Spartanburg

Consultant  
Town Planning & Urban Design Collaborative LLC

\_\_\_\_\_  
Natalia Rosario, Senior Planner

  
\_\_\_\_\_  
W. Brian Wright, Principal

Date: \_\_\_\_\_

Date: November 26, 2019

## IV. APPENDICES

# APPENDIX A: SCOPE OF SERVICES

## Phase 1: PROJECT INITIATION

### TASK 1.1: PROJECT KICKOFF MEETING WITH CLIENT STAFF

The Consultant will facilitate kickoff meeting with Client Staff to identify overarching goals for the Comprehensive Plan. This meeting will cover a multitude of topics such as:

- The City Council's goals as well as goals for the plan and process based on the Client's perspective
- Discussion of local initiatives
- Relevant studies, plans, and policies
- Objectives and recent accomplishments of local, regional, and state organizations
- Data and other information (e.g. GIS data) that is needed to complete the project, including and initial assessment of available and missing data
- Composition of committees that will form for the project
- Establishment of measures of success
- Discussion of public outreach objectives and strategy
- Procedures for sharing of information

### TASK 1.2: TOUR OF THE CITY

Following the Kickoff Meeting, the Project Team will conduct a reconnaissance tour of the City guided by Client Staff.

### TASK 1.3: Staff working group (swg) Kickoff

The Consultant will facilitate an interdepartmental coordination kickoff meeting with the SWG.

### TASK 1.4: Technical advisory committee (tac)

The Consultant will work with Client Staff to facilitate a kickoff meeting with the TAC consisting of outside agencies that provide services and/or expertise within City of Spartanburg. The City will form a committee of and arrange meetings with representatives from various non-profits, philanthropic partners, the hospital system, Spartanburg Water and Sewer system, Spartanburg Area Transportation Study, and other groups as identified by the City.

### TASK 1.5: CITIZENS' ADVISORY COMMITTEE (CAC) "THINK TANK"

The Consultant will work with Client Staff to facilitate a Citizens Advisory Committee. This group will be a "sounding board" for the Team and primarily used to help test ideas and answer questions the Consultant team has based on the public input process. Because the process is intended to be inclusive of all citizens, and not intended for a small group of people to undue influence over the process, this group will not be a steering committee that drives the direction of the project. The

CAC will not have recommendation or veto authority. The Project Team will hold meetings with the CAC as needed to cover substantive topics. Members will also be asked to participate in outreach activities.

## **TASK 1.6: NEIGHBORHOOD AMBASSADORS PROGRAM**

The Consultant will work with Client Staff to create a Neighborhood Ambassadors program. This will include training materials and an easy to follow Ambassador process. Client Staff will manage the Ambassadors who will become champions and advocates for the project. They will reach out into their neighborhoods and help create connections and give a sense of legitimacy to the City-lead neighborhood outreach efforts.

## **Task 1.7: elected/APPOINTED officials interviews**

The Team will conduct individual interviews with members of the Planning Commission and Board of City Council, who are particularly important in the adoption and implementation of the Comprehensive Plan.

## **TASK 1.8: ONGOING PROJECT MANAGEMENT**

The Consultant will establish and facilitate regular calls and meetings with key Client Staff to review progress and assess needs as they arise.

# **Phase 2: INVENTORY & ANALYSIS**

## **TASK 2.1: REVIEW BACKGROUND DOCUMENTS**

The Consultant will review plans, policies, programs, and regulations supplied by the City, especially those that will be incorporated into, or could influence the development of, the Comprehensive Plan.

## **TASK 2.2: BASE MAPPING**

The Consultant will assist the City in the preparation of prepare base maps for use during community engagement sessions and as the base for any design work. Base maps will include layers such as environmental constraints identified on local and State databases, as well as parcel lines, existing buildings, historic properties, roads, and other pertinent data layers required for the project.

## **TASK 2.3: EXISTING CONDITIONS assessment**

Client Staff will take the lead role in conducting an assessment of the existing conditions in the city. This assessment will examine current conditions, gathering pertinent information related to equity, population and demographics, economics, cultural resources, community facilities, local and regional policies, housing and neighborhood, natural resources and environmental features, transportation, investment prioritization, and existing land use and capital facilities. The Consultant will play a supporting role in this effort by providing a list of requested data points and conditions to be collected and assessed.

The Consultant's economist and transportation specialists will provide supplemental data from their existing memberships and subscriptions to Client Staff that Staff may not have access to.

## **TASK 2.4: Staff working group (swg) Updates**

The Consultant will participate from time-to-time as needed, via video conference, in the Manager's meeting. During these meetings the Consultant will work with Client Staff to give an update to the SWG on topics relevant to the current phase of the project.

## **TASK 2.5: ONGOING PROJECT MANAGEMENT**

Ongoing project management will continue throughout the length of the project, with our Team holding regular calls/meetings with Client Staff.

## **Phase 3: Initial Engagement**

### **TASK 3.1: COMMUNITY OUTREACH & ENGAGEMENT STRATEGY**

The Team will work closely with Client Staff on a Public Engagement Strategy, which will include:

- Identification of stakeholders and timing of meetings associated with public outreach and collaboration;
- Strategy for ensuring the process is accessible and equitable.
- Methods and materials anticipated for use throughout the public outreach effort and for each audience in both English and Spanish;
- Strategy for use of print media for public meeting announcements and provision of information.

### **TASK 3.2: PROJECT BRANDING**

The Consultant will develop the branding for the project working in collaboration with Client Staff.

### **TASK 3.3: PRINT & SOCIAL MEDIA CAMPAIGNS**

The Team will work in conjunction with Client Staff initiate the social media campaign using the tools agreed upon and identified during the completion of the Outreach & Engagement Plan. This first round of media outreach will be used to bring awareness of the project and build excitement. Like the media campaigns, printed materials will also be developed to make a first connection with stakeholders that do not have an online presence.

### **TASK 3.4: ONLINE ENGAGEMENT**

The Team will work with Client Staff to create a project web page. Training will be provided to Client Staff on how to use the web platform. This will allow them to modify and edit the web page with assistance from the Consultant.

### **TASK 3.5: COMMUNITY KICK-OFF PRESENTATIONS**

The Team will work with Client Staff to host up to three public kick-off events. These presentations will be used to get people excited about the project, provide an overview of the process, begin to generate and share ideas for a long-term vision, and answer any questions. The City will be responsible for securing a meeting location and printing meeting materials. The City will also be responsible for advertising the meeting event using outreach materials prepared by the Consultant.

### **TASK 3.6: NEIGHBORHOOD PLANNING PARTY/VISIONING SESSIONS**

The Consultant will work with Client Staff to program up to three neighborhood parties/visioning sessions. By holding events in the neighborhoods, unconventional approaches like this increase the likelihood of reaching underserved communities. This will work towards the project goal of creating a more equitable and inclusive public process. The City will be responsible

for securing a session venues and printing meeting materials. The City will also be responsible for advertising the meeting event using outreach materials prepared by the Consultant.

### **TASK 3.7: “ON THE TABLE” PROGRAM**

The Consultant will develop an “On the Table” program and materials for Client Staff to distribute. “On the Table” is a program in which people are invited to host and/or attend a gathering designed to meet people where they are. People who volunteer to be “On the Table” hosts, invite friends, family members, neighbors or colleagues to participate in small group conversations intended to build personal connections and explore how everyone can work together to make their community and the City stronger. The conversations can be hosted in homes, schools, restaurants, places of worship, libraries, offices, parks, other community locations. All on The Table participants will be invited to complete a short email survey about their conversations that will cover important issues and themes, big ideas, and what matters most to them. In addition, On the Table hosts will be asked to share their notes from the discussions.

### **TASK 3.8: ONGOING PROJECT MANAGEMENT**

Ongoing project management will continue throughout the length of the project, with our Team holding regular calls/meetings with Client Staff.

## **Phase 4: Specific Planning Process**

### **TASK 4.1: PRINT & SOCIAL MEDIA CAMPAIGN**

The print and media campaign will continue during Phase 4.0, inviting all stakeholders to participate in the planning process and provide their input. The CLIENT will be responsible for reaching out to constituents and sending the marketing materials to stakeholders.

### **TASK 4.2: SCENARIO PLANNING**

The Project Team will build a suite of decision-making tools for the study area using CommunityViz software. This will provide an opportunity to study buildout potential, land suitability (for both conservation and development conditions), and associated impacts for one or more conservation / growth scenarios simultaneously. Pre- or post-processing tools added to the software, identified with Client Staff and their partners, might focus on environmental stewardship, transportation impacts, mobility options, financial performance, or a range of variables identified by plan participants to represent a high quality-of-life in Spartanburg. A report card for each scenario will help participants make more-informed decisions leading up to the Growth & Conservation Map included in the Comprehensive Plan.

### **TASK 4.3: PLANAPALOOZA™**

The Team will conduct a 4-day Planapalooza™. During this multi-day event the Team will set up a studio workspace within the heart of the City at a location provided by the Client to facilitate dialogue and personal interaction between the Project Team and the community. The Planapalooza™ will include the following tasks:

#### **Public Opening Presentation and Hands-On Workshop**

The Planapalooza™ event will open with an introductory presentation on planning best practices, describe innovative planning and economic development tools related to topics relevant to City of Spartanburg, and outline the process moving forward.

Following the opening presentation, the Team will facilitate a hands-on workshop where the public will be invited to contribute their ideas, working over base maps of the City to identify how they might like to see the area evolve in the future, what areas of the City they like and don't like, and any other concerns or ideas they may have relating to the future Comprehensive Plan. This intensive process will reaffirm issues and opportunities and serve as a visioning session to hone in on community aspirations and desires for the future of the City.

From this community conversation, the Team will be able to start developing a set of guiding principles or themes that will be the foundation upon which the plan will be built.

We expect that this meeting will be open to all stakeholders interested in the future of growth and development of the City. We suggest that this public workshop be held in a location where the community feels comfortable and a general sense of invitation. The location can be identified with the Client Staff in an effort to identify a location that is accessible to the majority of residents and stakeholders.

In addition to the larger meeting, we suggest smaller Client Staff-led pop-up workshops in areas such as the Hub City Farmers' Market, the Los Volcanes Tiende Latina, Miracle Hill Rescue Mission, bus stop along a SPARTA route, Spartanburg Art Museum, etc.

### Open Studio

Over the course of the Planapalooza™, the Team and participating Client Staff will work daily in a space centrally located within the City, such as a first-floor vacant storefront or municipal building. A central location will make it easy for the public to drop in and check on our progress while giving our Team members the opportunity to immerse themselves in the City and experience its unique character. Any citizen, business owner or official who wishes to participate and provide comments, suggestions, or simply watch us work, will be able to stop by at their own convenience. Our Team members will be available to engage with the community, ask questions and accept feedback and ideas.

### Technical Meetings

During the first few days of the Planapalooza™, technical meetings with specific topics will be held with various agencies, stakeholder groups and the general public. The Team will work with Client Staff to determine the specific topics for these meetings related to issues such as multi-modal transportation, economic resiliency and housing, social equity, infrastructure capacity, environmental policy, increasing attention to land use planning as a whole and any other critical topics. The input gathered from these meetings will build on the inventory and assessment of issues and opportunities.

### Closing Presentation

On the final evening of the Planapalooza™, the Consultant will give a presentation that describes the progress to date, explains the elements of the Comprehensive Plan, and presents other findings and products developed during the Planapalooza™. This is another opportunity for the public to provide feedback and shape the direction of vision.

## TASK 4.4: CLIENT MEETING

Following the closing presentation, the Team will meet with the Client to debrief on the week, receive additional feedback on the vision, and reconfirm the schedule for the next phases of work. By this time, the Team will have worked closely with Client Staff to confirm an outline for the Comprehensive Plan document

## TASK 4.5: ONGOING PROJECT MANAGEMENT

Ongoing project management will continue throughout the length of the project, with our Team holding regular calls/meetings with Client Staff.

# Phase 5: Client Draft Plan

## TASK 5.1: Client Draft Plan

The Consultant will prepare a Client Draft Comprehensive Plan document for internal review by Planning Department Staff. This document will summarize the planning process, background information, and future year recommendations. The document will be supported by text and tables for conveying information. The general outline of the document will be confirmed with the CLIENT prior to the creation of this draft. Client Staff will provide feedback and the Consultant will make the requested revisions before a Public Draft is distributed to the community.

The Comprehensive Plan will follow the approved outline and will feature the following:

### Vision, Principles or Themes

The Plan will include a vision statement and guiding principles that build on the existing Comprehensive Plan, community and regional efforts and represent the collective community's desired future for the City in terms of future land use, transportation, economy, infrastructure, preservation and growth. The Plan will also contain characteristics of being fiscally sound, easy to understand, foundational, and flexible.

### Public Process

The Consultant will lead the creation of a summary of the public outreach and engagement process. City Staff will provide information about the neighborhood focused outreach efforts to be included in the summary.

### Community Profile

Staff will utilize the information gathered during the Existing Conditions Assessment to prepare a Community Profile summarizing existing conditions and emerging trends. The Consultant Team will transform this profile information into infographics providing the City an easy to understand and graphically interesting snapshot of current demographics, economic, land use, transportation, and housing data. It will also be used in the Existing Conditions summary written by City Staff for each element of the Comprehensive Plan.

### Conservation and Growth Map

In lieu of a conventional Future Land Use Map, the Consultant Team will create a Conservation and Growth map. This approach focuses on community character rather than "use" as the defining organizational feature of the different parts of the community. The Map will identify growth centers and specific activity nodes and corridors, transitional areas, rural areas, the urban development boundary and critical resource areas. It will be generated based on the preferred scenario, using GIS information and community stakeholder input. Permanently protected land and areas for future conservation will provide a framework for the plan, with designated areas for targeted investment in centers and along critical corridors. These areas will provide a focal point for goals, policy and strategy decisions. Opportunities for infill, retrofit, redevelopment, and transition areas will be differentiated, as well as residential, institutional, commercial, or industrial growth areas that don't fit within the conservation and growth framework.

### Community Facility Assessment

The Consultant will create a Community Facilities worksheet that the City Staff will fill out, working with the various departments that oversee the facilities, to create an assessment of the current state of facilities and future needs.

## Plan Elements

The plan will contain analysis, existing conditions, policies and strategies for various Comprehensive Plan elements. The final plan outline and structure will be determined by the Client Staff and the Team based on the input and feedback received. Below are topics that will be included in the Plan:

- Introduction
- Community Profile
- Public Participation
- Population
- Economic Development
- Natural Resources
- Cultural Resources
- Community Facilities
- Housing
- Land Use
- Transportation
- Priority Investment
- Racial Equity

## Growth & Conservation Framework

The Project Team will work with the Client Staff to prepare a preferred growth scenario from one or more of the alternatives using public input gathered during Planapalooza™. Traditionally referred to as a Future Land Use Map, our approach creates a Growth and Conservation Map, which focuses on community character rather than “use” as the defining organizational feature of different parts of the community. The Map will identify growth centers and specific activity nodes, transitional areas, the urban core and critical resource areas. Permanently protected land and areas for future conservation will provide a framework for the plan, with designated areas for targeted investment in centers and along critical corridors. These areas will provide a focal point for goals, policy and strategy decisions. Opportunities for infill, retrofit, redevelopment, and transition areas will be differentiated, as well as residential, institutional, commercial, or industrial growth areas that don't fit within the conservation and growth framework.

## Focus Area Plans

Based on community input, the Team will create illustrative Focus Area Plans for infill, retrofit or new greenfield development for some of the activity nodes, corridors and growth areas from the Growth and Conservation Map to. In some of these areas the Team will create illustrative plans to clearly communicate desired future development as expressed through the goals and aspirations of the community and as reflected in the Growth and Conservation Map. Precedent photographs and artist renderings will accompany some of these plan areas.

## Recommendations & Implementation Program

Based on goals, objectives, and the details of the land use concept plan, the Project Team will draft a set of policy recommendations and strategies tailored to meet the needs and expectations of the City.

## **TASK 5.2: submit client draft Comprehensive Plan (Draft #1)**

The Team will submit a Client Draft master plan document in Microsoft Word for Client Staff review only. The Client Draft Plan will be delivered in Microsoft Word format (text only). The CLIENT will be responsible for printing the document. After reviewing the Client Draft Plan, Client Staff will provide feedback and request changes that will be made before a draft goes out to the public. Client Staff will provide one consolidated set of comments that will be integrated into the document.

### **\* FIRST CLIENT REVIEW PERIOD (30 DAYS)**

**(See II.C: Client Document Review Period Procedures)**

## **TASK 5.3: ONGOING PROJECT MANAGEMENT**

Ongoing project management will continue throughout the length of the project, with our Team holding regular calls/meetings with Client Staff.

## **Phase 6: Public Draft Plan**

### **TASK 6.1: public draft Comprehensive Plan (Draft #2)**

The Consultant will address any comments received from the Client Draft Comprehensive Plan and make revisions to the document which will then become the Public Draft Master Plan. The Consultant will submit a Public Draft Comprehensive Plan which the City will circulate to stakeholders, elected and appointed officials and the general public, thus will begin the Public Review Period.

### **TASK 6.2: print & Social media campaigns**

The Team will continue the media campaign during Phase 6.0 to publicize the release of the Public Draft Plan. Client Staff will be responsible for reaching out to constituents and sending marketing material out to stakeholders.

### **TASK 6.3 Community Open House**

The Team will attend one public meeting or community open house to present the key recommendations and other highlights of the Comprehensive Plan to the community.

### **TASK 6.4: CLIENT MEETING**

During this meeting, The Team will meet with Client Staff to discuss the implementation program and discuss any other critical path items for completing and maintaining support for the Comprehensive Plan.

### **TASK 6.5: ONGOING PROJECT MANAGEMENT**

The Consultant will work closely with Client Staff and the Project Team to ensure on-time and on budget delivery of all work products.

### **\* PUBLIC REVIEW PERIOD (+/- 60 DAYS)**

**(See II.C: Client Document Review Period Procedures)**

## Phase 7: Final Draft Plan

### TASK 7.1: FINAL COMPREHENSIVE PLAN (DRAFT #3)

Upon closing of the comment period, Client Staff will organize and reconcile all feedback and edits collected during the public comment period and submit one set of revisions to the Team for preparing the final Comprehensive Plan document. The Team will incorporate all remaining edits from the public and submit the Final Comprehensive Plan ready for the official approval process.

### TASK 7.2 APPROVAL PROCESS SUPPORT

During the approval process, the Consultant will provide technical assistance as needed by creating audience-specific presentations and consulting and strategizing with Client Staff. The Team will also present the final product and recommendations to the Planning Board.

### TASK 7.3: CLIENT MEETING

The Consultant will meet with the Client one last time to discuss the Project and close out the process. The Consultant will provide all files in the format specified by the Client.

### TASK 7.4: ONGOING PROJECT MANAGEMENT

The Consultant will work closely with Client Staff and the Project Team to ensure on-time and on budget delivery of all work products.

## APPENDIX B: RATE SCHEDULE

Where this Agreement provides for Client's payment to Consultant of compensation on an hourly or daily basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly and daily rate schedule:

<b>Position</b>	<b>Hourly Rates</b>	<b>Daily Rates</b>
Project Principal	\$200	\$2000
Project Director	\$175	\$1750
Project Manager	\$150	\$1500
Urban Designer	\$160	\$1600
Planner	\$140	\$1400
Equity Planning Specialist	\$200	\$2000
Equity Outreach Specialist	\$140	\$1400
Illustrator	\$150	\$1500
Transportation Specialist	\$150	\$1250
Economists	\$140	\$1400
Graphic Designer	\$90	
Clerical Staff	\$60	

Consultant reviews its hourly rates each calendar year and reserves the right to modify its rate schedule at such time. Consultant will provide Client with written notification in advance of any such change.

## APPENDIX C: BASE INFORMATION

The Consultant must receive the information listed below, to the extent it is currently available, and any other relevant information at least two weeks prior to the Charrette to the extent possible. It is essential that this information be thorough and accurate, as it will form the basis for the Deliverables. All documents shall be provided in searchable PDF format if possible, with text documents provided in MS Word format if available. The Consultant will create a City of Cedar Hill Client Dropbox folder as a repository for all base information.

1. **Base map and GIS information for the study area including**, but not limited to the following elements:
  - a. Existing thoroughfares (pavement and right-of-way);
  - b. Existing sidewalks, walkways and paths;
  - c. Existing water bodies, shorelines and streams;
  - d. Existing property lines;
  - e. Site boundary;
  - f. Site topography;
  - g. Existing drainage information;
  - h. Existing utility information;
  - i. Existing physical or environmental constraints;
  - j. Any other significant features both above and below the ground and water.

Base map information should be provided in GIS format, with each element/layer saved as a separate file, and elements symbolized using color and line weight protocols to be provided by the Consultant. The Consultant should also be provided with contact information and access to the City's GIS Consultant.

In addition, two (2) printed and rolled (not folded) base maps should be provided at a scale to be determined by the Consultant (typically 1"=200'). One copy shall contain all of the information listed above. A second copy shall contain all of the information listed above plotted on top of an aerial photograph.

1. **Aerial photographs** that depict the study area and its surroundings in plan view, in color, with a graphic scale and at the highest possible resolution.
2. **Published comments**, as available, of local government officials and administrators, which relate to zoning, land use, or development issues or projects relevant to the study area or Project.
3. **Relevant site studies**, including but not limited to:
  - a. Previous zoning, land use or development related studies;
  - b. Soils maps/reports;
  - c. Topographic analysis;
  - d. Environmental studies or mitigation plans;
  - e. Traffic studies;
  - f. Infrastructure studies;
  - g. Market feasibility studies for the study area and its surroundings.
  - h. Any other relevant site studies.

4. **Current long-range planning documents** including but not limited to:
  - a. Master Plans;
  - b. Future Land Use Plans;
  - c. Zoning Maps;
  - d. Any other relevant planning documents
  
5. **Other appropriate documentation** related to the Project, including but not limited to:
  - a. Historical timeline of growth and development;
  - b. Business composition, including major employers and emerging markets;
  - c. Economic development initiatives currently in place;
  - d. Summary of local regulations and policies that affect housing;
  - e. Composition of current housing stock;
  - f. Listing of local housing organization;
  - g. Schedule for planned investment in road improvements;
  - h. Current status of City perspective on passenger rail discussion;
  - i. Inventory, and description, of current public / civic spaces;
  - j. Listing of all open space and trail management organizations;
  - k. Map of existing and proposed trail system;
  - l. Description of threats to water quality and quantity and existing water protection and preservation measures;
  - m. Inventory of critical natural resource and scenic areas;
  - n. Inventory of historic and archaeological resources;
  - o. Existing policies, standards, and organizations in place to protect historic and archaeological resources;
  - p. Description of any forest or agricultural resources and current steps being taken to promote local farms and woodlots;
  - q. Description of issues relating to stormwater management, public water & sewer, septic tanks, utilities, emergency response, solid waste, communications, health care, municipal government, and school locations and capacity;
  - r. Schedule of planning investment in facilities and service improvements;
  - s. Description of fiscal issues, including tax revenue as compared to planned and needed expenditures, anticipated changes in the tax base, capacity and strategies to fund capital investments, the City's current borrowing capacity, and opportunities for sharing with neighboring communities;
  - t. List of pending development applications or other anticipated projects.

# APPENDIX D: FEE SCHEDULE

PHASES & TASKS		PHASE TOTAL
<b>PHASE 1: PROJECT INITIATION</b>		
1.1	Project Kick-Off Meeting with Client Staff	
1.2	Tour of the City	
1.3	Staff Working Group (SWG) Kickoff	
1.4	Technical Advisory Committee (TAC)	
1.5	Citizens' Advisory Committee (CAC / Think Tank)	
1.6	Neighborhood Ambassadors Program	
1.7	Elected/Appointed Officials Interviews	
1.8	Ongoing Project Management	<b>\$26,680</b>

<b>PHASE 2: INVENTORY &amp; ANALYSIS</b>		
2.1	Review Background Documents	
2.2	Base Mapping	
2.3	Existing Conditions Assessment	
2.4	Staff Working Group (SWG) Updates	
2.5	Ongoing Project Management	<b>\$31,040</b>

<b>PHASE 3: INITIAL ENGAGEMENT</b>		
3.1	Community Outreach & Engagement Strategy	
3.2	Project Branding	
3.3	Print & Social Media Campaigns	
3.4	Online Engagement	
3.5	Community Kick-Off Presentations	
3.6	Neighborhood Planning Party/Visioning Sessions	
3.7	"On the Table" Program	
3.8	Ongoing Project Management	<b>\$24,850</b>

<b>PHASE 4: SPECIFIC PLANNING PROCESS</b>		
4.1	Print & Social Media Campaign	
4.2	Scenario Planning	
4.3	Planapalooza	
4.4	Client Meeting	
4.5	Ongoing Project Management	<b>\$89,150</b>

<b>PHASE 5: CLIENT DRAFT PLAN</b>		
5.1	Client Draft Comprehensive Plan	
5.2	Submit Client Review Draft	
5.3	Ongoing Project Management	<b>\$52,160</b>

<b>PHASE 6: PUBLIC DRAFT PLAN</b>		
6.1	Public Draft Comprehensive Plan	
6.2	Print & Social Media Campaigns	
6.3	Community Open House	
6.4	Client Meeting	
6.5	Ongoing Project Management	<b>\$18,440</b>

<b>PHASE 7: FINAL COMPREHENSIVE PLAN</b>		
7.1	Final Comprehensive Plan	
7.2	Client Meeting	
7.3	Approval Process Support	
7.4	Ongoing Project Management	<b>\$7,680</b>

<b>TOTAL FEE</b>		<b>\$250,000</b>
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## Comprehensive Planning Firm Selection Committee Scores

	Wesley Hammond	Hannah Jarrett	Jansen Tidmore	Martin Livingston	Natalia Rosario	Rachel Grothe	Toni Sutton	Totals:
Stantec (Charlotte, NC)	100	97	71	105	106	100	92	671
TPUDC (Franklin, TN)	99	109	82	110	111	113	84	<b>708</b>
Pond (Atlanta, GA)	105	72	73	85	90	99	85	609

MKSK (Greenville, SC) disqualified; incomplete submittal; did not address equity approach in submittal

Design Workshop (Oregon) disqualified; incomplete submittal; did not provide pricing as requested