



# CITY OF SPARTANBURG

SOUTH CAROLINA

## CITY COUNCIL AGENDA

City Council Meeting  
City Council Chambers  
145 West Broad Street  
Spartanburg, SC 29306  
Monday, November 25, 2019

- I. Moment of Silence
- II. Pledge of Allegiance
- III. Approval of the Agenda of the November 25, 2019 City Council Meeting
- IV. Public Comment  
\*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
- V. Ordinance
  - A. Authorizing the City of Spartanburg, South Carolina, to Execute and Deliver An Equipment Lease Purchase Agreement in An Amount Not Exceeding \$2,600,000 Between The City and the Lessor Thereof To Defray The Cost of Acquiring Certain Equipment; And Other Matters Relating Thereto.  
Presenter: Dennis R. Locke, Finance Director (First Reading)
- VI. Resolution
  - A. Authorizing the Sale of the Naming Rights of the Bike Park Located at the Rail Yard Park Along the Mary Black Foundation Rail Trail to “Vic Bailey Subaru Bike Park” and to Authorize the City Manager to Finalize the Details of the Naming Agreement.  
Presenter: Mitch Kennedy, Assistant City Manager
  - B. To Amend the City Manager’s Employment Contract  
Presenter: Robert Coler, City Attorney
- VII. Other Business
  - A. Annual Update from the Chapman Cultural Center  
Presenter: Jennifer Evins, President & CEO, Chapman Cultural Center
- VIII. City Council Updates

**IX. Executive Session**

- A. Executive Session Pursuant to Section 30-4-70 (2) concerning discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property at the Spartanburg Downtown Memorial Airport.**
- B. Executive Session Pursuant to Section 30-4-70(5) concerning discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in Downtown Spartanburg.**

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

**X. 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.*





## REQUEST FOR CITY COUNCIL ACTION

**TO:** Chris Story, City Manager  
**FROM:** Dennis R. Locke, Finance Director  
**SUBJECT:** Capital Lease Financing  
**DATE:** November 20, 2019

### BACKGROUND:

As part of our ongoing efforts to equip staff with the resources they need at the lowest possible cost over the long term, the City is committed to maintaining an annual equipment replacement schedule. Funds are appropriated through the annual budget into the equipment replacement fund from which these purchases are then made throughout the year.

Due in part to very low interest rates in recent years, staff had determined that the City could strengthen its financial position by bundling and leasing the major purchases within a master lease. This mechanism spreads the cost of these purchases over several years. The proposed action is to authorize this year's lease program.

### ACTION REQUESTED:

Staff is recommending the replacement of 12 Police Vehicles, 80 Police Portable Radios, 10 Vehicles and 8 various pieces of equipment for Public Services, 1 Vehicle Inspections, 2 Vehicles for Fire, and 1 Vehicle for Property and Procurement Management

It is staff's recommendation that we use a capital lease to finance these purchases. If approved, we would accept bids from various financial institutions. The source of repayment would be the Equipment Replacement Fund

### BUDGET AND FINANCIAL DATA:

The total will not exceed \$2,600,000 inclusive of closing costs. This amount may be reduced pending final review of acquisition specifications.

ORDINANCE NO. \_\_\_\_\_

AUTHORIZING THE CITY OF SPARTANBURG, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN AN AMOUNT NOT EXCEEDING \$2,600,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE MAYOR AND MEMBERS OF COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

**SECTION 1. Findings and Determinations.** The City Council (the "Council") of the City of Spartanburg, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Spartanburg County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and the laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease-purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager for the purpose of financing the acquisition of equipment (the "Equipment") to replace the equipment set forth on Exhibit A hereto.

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide services necessary or useful to the operations of the City government.

**SECTION 2. Approval of Lease-Purchase Financing; Authorization to Determine Certain Matters Relating to the Lease-Purchase Financing.** The Equipment shall be acquired pursuant to a lease-purchase financing which is hereby approved in a principal amount of not exceeding \$2,600,000. The Request for Proposals for the lease-purchase financing distributed to various banks and other financial institutions at the direction of the Finance Director of the City on November 19, 2019 is hereby approved and ratified. The Council hereby authorizes the City Manager to: (a) determine the payment schedule under the Lease Agreement; (b) modify the date and time for receipt of bids under the Request for Proposals; (c) award the sale of the lease-

purchase financing to the bidder (the "Bidder") who submits the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (d) make changes to the quantity, cost or description of the Equipment. To the extent the City Manager has conditionally awarded sale of the lease-purchase financing to a Bidder subject to enactment of this Ordinance, such award is hereby ratified and approved.

**SECTION 3. Approval of Lease Agreement.** Without further authorization, the City Manager is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder. The City Manager is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The Lease Agreement is to be in the form as shall be approved by the City Manager, the City Manager's execution thereof to constitute conclusive evidence of such approval.

**SECTION 4. Execution of Documents; Written Procedures.** The Mayor, Mayor Pro Tempore, City Manager, Finance Director, City Attorney and Municipal Clerk are fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, or any payment or draw request thereunder, in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Mayor or City Manager shall approve, is hereby fully authorized. In addition, the City Manager and the Finance Director are further authorized to adopt written procedures on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

**SECTION 5. Federal Tax Covenant.** The City, as lessee, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The Lease Agreement is hereby designated as a “qualified tax-exempt obligation” for purposes of Section 265 of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

**SECTION 6. Filings with Central Repository.** In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the City within thirty (30) days of the City’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five (5%) of the City’s revenue or its tax base.

**SECTION 7. Severability.** All ordinances, orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

**SECTION 8.** Actions of the City’s Finance Director and City Manager undertaken in furtherance of the lease-purchase financing authorized hereby, including, but not limited to, the distribution of a Request for Proposals prior to the date of enactment of this Ordinance, are hereby ratified and approved.

**SECTION 9. Effective Date.** This Ordinance shall be effective upon its enactment.

[Execution Page Follows]

DONE AND RATIFIED this 9th day of December, 2019.

CITY OF SPARTANBURG, SOUTH CAROLINA

---

Mayor

(SEAL)

ATTEST:

---

City Clerk

Date of First Reading: November 25, 2019

Date of Second Reading: December 9, 2019

[Execution Page]

**EXHIBIT A**

**List of Equipment**

**[see attached]**

**Equipment Replacement Fund  
Vehicle & Rolling Stock / Equipment Requests  
To Be Financed thru Capital Financing  
FY 2019 - 2020**

<u>Department / Division</u>	<u>Vehicle / Equip. Number</u>	<u>Model Year</u>	<u>Model or Manufacturer</u>	<u>Description</u>	<u>Estimated Cost FY 2019 - 2020</u>
PPM	Veh# 608	2010	Ford	Crown Victoria	38,000
Neighborhood Services	Add on (grant)		N/A	N/A	25,000
Inspections	Veh# 378	2007	Chevrolet	Trailblazer - 4x4	35,000
Construction Maintenance	Add on		N/A	N/A	38,000
Police / Patrol	Veh# 753	2011	Chevrolet	Impala	65,000
Police / Patrol	Veh# 773	2012	Dodge	Charger	65,000
Police / Patrol	Veh# 774	2012	Dodge	Charger	65,000
Police / Patrol	Veh# 776	2012	Dodge	Charger	65,000
Police / Patrol	Veh# 777	2012	Dodge	Charger	65,000
Police / Patrol	Veh# 778	2012	Dodge	Charger	65,000
Police / Patrol	Veh# 784	2013	Ford	Taurus	65,000
Police / Patrol	Veh# 785	2013	Ford	Taurus	65,000
Police / Patrol	Veh# 787	2013	Ford	Taurus	65,000
Police / Investigations	Veh# 750	2010	Chevrolet	Impala	45,000
Police / Investigations	Veh# 751	2010	Chevrolet	Impala	45,000
Police / Investigations	Veh# 769	2012	Chevrolet	Impala	45,000
			Motorola	80 Portable Radios	213,000
<b>Subtotal Police</b>					<b>933,000</b>
Fire Suppression	Veh# 418	2013	Ford	Explorer - 4x4	50,000
Fire Suppression	Veh# 197	2012	Ford	F-150 Extended Cab	50,000
Fire Suppression	NA		Thermal Cameras		30,000
<b>Subtotal Fire</b>					<b>130,000</b>
Ground Maintenance	Equip# 558	2007		Z Master Lawn Equipment	28,000
Ground Maintenance	Veh# 572	2008	Ford	F-350 Superduty	70,000
Ground Maintenance	Veh# 573	2008	Ford	F-350 Superduty	70,000
Ground Maintenance	Equip# 578	2010	Toro	40" Walk Behind	15,500
Ground Maintenance	Equip# 579	2010	Walker	52" Lawn Equipment	25,000
Ground Maintenance	Equip# 586	2013	Toro	60" Zero Turn Mower	15,500
<b>Subtotal Grounds</b>					<b>224,000</b>
Traffic Engineering	Veh# 175	1998	Chevrolet	C 6500	150,000
Street Maintenance	Veh# 55	1995	Ford	F-800 Dump Truck	120,000
					120,000
Fleet Maintenance	Equip# 28	1965	Weaver	Air Compressor	10,000
Solid Waste	Equip# 126	2001	Bobcat	Tractor	45,000
Solid Waste	Veh# 569	2008	Ford	F-150 XL Truck	35,000
Solid Waste	Veh# 803	2004	Ford	F-750 Truck	115,000
Solid Waste	Veh# 805	2004	Ford	F-750 Truck	115,000
Solid Waste	Veh# 810	2006	Ford	F-750 Truck	115,000
Solid Waste	Veh# 816	2008	Old Dominion	Leaf Machine	32,000
Solid Waste	Veh# 817	2008	Old Dominion	Leaf Machine	32,000
Solid Waste	Veh#892	2008	Ford	Pickup	35,000
Solid Waste	Veh# 849	2016	Freightliner	Rear Loader	200,000
					724,000
				<b>GRAND TOTAL</b>	<b>2,427,000</b>





## REQUEST FOR CITY COUNCIL ACTION

**TO:** Chris Story, City Manager  
**FROM:** Mitch Kennedy, Assistant City Manager  
**SUBJECT:** Bike Park Naming Rights  
**DATE:** November 21, 2019

### **BACKGROUND:**

The City of Spartanburg has partnered with Partners for Active Living (PAL) to continue park improvements along the Mary Black Foundation Rail Trail (Rail Trail). The latest improvement is a new "Bike Park" on Old Glendale Road adjacent to the Rail Yard Park. PAL has facilitated an investment of \$334,000 into the Bike Park amenity to date. The park is scheduled to be completed in February, and will be added to the City's park amenities at the Rail Yard Park once completed.

These improvements are consistent with the City's partnership with PAL, and commitment to advance our Parks and Recreation System.

PAL is seeking to secure a naming rights agreement with the City and Sponsor: Vic Bailey Imports, Inc. (Vic Bailey Subaru). Vic Bailey Imports, Inc. has agreed to contribute \$25,000 to PAL toward the Bike Park improvements. PAL seeks to name the Bike Park "Vic Bailey Subaru Bike Park"

The attached proposed agreement would establish the terms of this partnership.

Staff fully supports this effort, and recommends to Council for approval the attached resolution and agreement.

### **ACTION REQUESTED:**

Resolution to approve the sale of the naming rights of the Bike Park at the City owned and operated Rail Yard Park, and to authorize the City Manager to finalize the details of the naming agreement.

**BUDGET AND FINANCIAL DATA:** Vic Bailey Imports, Inc to contribute \$25,000 to Partners for Active Living.

**RESOLUTION**

TO AUTHORIZE THE SALE OF THE NAMING RIGHTS OF THE BIKE PARK LOCATED AT THE RAIL YARD PARK ALONG THE MARY BLACK FOUNDATION RAIL TRAIL TO “VIC BAILEY SUBARU BIKE PARK” AND TO AUTHORIZE THE CITY MANAGER TO FINALIZE THE DETAILS OF THE NAMING AGREEMENT

WHEREAS, the City of Spartanburg (the “City”) is seeking to improve the recreational amenities offered in the City and;

WHEREAS, the City has sought out opportunities to partner with various private entities to achieve improved recreational and park amenities; and

WHEREAS, Partners for Active Living (PAL) has partnered with the City to make improvements along the Mary Black Foundation Rail Trail and the latest improvement being a Bike Park (Park) at the Rail Yard Park; and

WHEREAS, PAL has facilitated \$334,000 in investments at the Park through private support; and

WHEREAS, Vic Baily Imports, Inc has agreed to contribute \$25,000 to PAL to support the Park improvements; and

WHEREAS, PAL seeks to name the Bike Park “Vic Bailey Subaru Bike Park”.

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

Section 1. That the name of the Bike Park at the Rail Yard Park be called “Vic Bailey Subaru Bike Park” upon execution of the attached Naming Agreement.

Section 2. That the City Manager be authorized to negotiate the terms of the Naming Agreement.

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

DONE AND RATIFIED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

AGREEMENT

This Agreement entered into by and between City of Spartanburg (hereinafter “City”) and Vic Bailey Imports, Inc. d/b/a Vic Bailey Subaru. (“the Company”) this \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSETH:

WHEREAS, the City is a key partner with Partners for Active Living in building a Bike Park (the “Park”) on Old Glendale Road at The Rail Yard; and

WHEREAS, the Company will be making a total gift of Twenty Five Thousand Dollars (\$25,000.00) to the Park; and

WHEREAS, the City, by Resolution of the City Council on November 25, 2019, agreed for the City Manager to negotiate this Agreement and name the Park “Vic Bailey Subaru Bike Park.”

NOW, THEREFORE, KNOW ALL BY THESE PRESENT that in consideration of their mutual promises and other good and valuable consideration, the parties agree as follows:

1. Company will resolve payment with Partners for Active Living.
2. Company agrees that the Park is a City park and all decisions regarding management of the Park is at the sole discretion of the City. The City is interested in and will consider suggestions of the Company.
3. That failure to pay any of the funding as outlined above will result in default and the removal of the name “Vic Bailey Subaru Bike Park.” Company agrees that the naming rights of Vic Bailey Subaru Bike Park applies only to this Park’s location at the south end of The Rail Yard on Old Glendale Road and for the duration of the Park at the sole discretion of the City.

4. The City in partnership with Partners for Active Living will work with the Company in determining the signage. The signage will include the City of Spartanburg and Partners for Active Living and that it is a City Park. If the signage uses the Company's registered or copyrighted materials, the Company will certify its right to use such and will indemnify and hold harmless the City and Partners for Active Living in the event there is a claim or cause of action resulting from the use of copyrighted or trademarked materials.

5. The Company's product services and business practices shall not contradict or diminish, to the extent reasonably ascertainable, the City's mission, vision and values. A product service or business practice that either contradicts or diminishes the City's mission, vision and values will be considered a default under this Agreement and the Company's name will be removed from the Park. The Company shall conform to all applicable local, state and federal laws to the extent reasonably ascertainable. Any of the Company's product services or business practices that result in press coverage evidencing that the Company's product services and business practices do not conform with a local, state or federal law is considered a default and the Company's name will be removed from the Park.

6. Entire Agreement. The parties hereto further agree that this is the entire agreement between the parties and shall be enforceable either at law or by specific performance, and there is no other agreement oral or otherwise, modifying the terms hereunder. Any amendment to this Agreement must be done in writing and executed by both parties. This Agreement shall be binding on both parties, their principals, heirs, personal representatives, successors or assigns.

7. Dispute Resolution. Parties shall attempt to settle any and all disputes arising under this Agreement by discussion between the parties' senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, the parties agree to

attempt non-binding mediation or any other mutually agreeable method of alternative dispute resolution prior to filing any legal proceedings. Unless otherwise agreed by the parties, this Agreement shall be governed and interpreted in accordance with the laws of the State of South Carolina, determined without regard to conflict of laws principles. Unless otherwise agreed by the parties, all disputes relating to this Agreement shall be adjudicated exclusively in the state or federal courts located in the state of South Carolina and Company hereby consents to the personal jurisdiction of such courts. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and litigation costs from the other party.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement the date and year first-above written.

IN THE PRESENCE OF:

CITY OF SPARTANBURG (SEAL)

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Chris Story  
Its: City Manager

\_\_\_\_\_  
(Witness)

VIC BAILEY IMPORTS, INC. (SEAL)

\_\_\_\_\_  
(Witness)

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

\_\_\_\_\_  
(Witness)

Its: \_\_\_\_\_





## REQUEST FOR CITY COUNCIL ACTION

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

**FROM:** Robert Coler, Attorney

**SUBJECT:** Resolution to amend the City Manager's Employment Contract

**DATE:** November 20, 2019

**BACKGROUND:** Council met in Executive Session on October 28, 2019 and November 11, 2019 in regards to the annual performance review of City Manager Chris Story. On November 11, 2019 Council shared the findings of the annual performance review with the City Manager during Executive Session.

**ACTION REQUESTED:** City Council to approve the resolution to amend the City Manager's Employment Contract and annual salary increase.

**BUDGET AND FINANCIAL DATA:** The annual salary for the City Manager will be increased by 4%.

**A RESOLUTION**

**TO AMEND THE CITY MANAGER'S EMPLOYMENT CONTRACT**

WHEREAS, the City Manager's employment contract calls for an annual performance review; and

WHEREAS, City Council has recently completed its annual performance review of the City Manager; and

WHEREAS, City Council has shared the findings of its annual performance review with the City Manager during an executive session of its November 11, 2019 regularly scheduled meeting; and

WHEREAS, City Council desires to publicly declare its satisfaction with the City Manager's performance; and

WHEREAS, City Council desires to publicly declare its confidence in the City Manager to continue to serve the city well; and

WHEREAS, City Council desires for that certain employment contract executed between the City Manager and City Council on, or about, October \_\_\_\_, 2018 to continue in full force and effect with all of the same conditions and terms except that annual salary will be increased by 4%; and

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

Section 1. City Council hereby expresses its continued satisfaction with, and confidence in, the City Manager.

Section 2. The City Manager's annual salary shall be increased by 4%..

Section 3. This Resolution shall become effective upon the date of enactment.

DONE AND RATIFIED this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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