CITY OF SPARTANBURG

SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
Spartanburg Marriott – Wadsworth and Croft Room
299 N. Church Street
Spartanburg, SC
Monday, June 22, 2020
5:30 p.m.

I. Moment of Silence

II. Pledge of Allegiance

III. Approval of the Minutes from the June 8, 2020 City Council Meeting

IV. Approval of the Agenda for the June 22, 2020 City Council Meeting

V. Public Comment
*Citizen Appearance forms are available at the door and should be submitted to the City Clerk

VI. COVID19 Pandemic Update
Presenter: Dr. Chris Lombardozzi, SRHS Chief Medical Officer

VII. Presentation on Community Health Needs Assessment
Presenters: Chris Story, City Manager
Carey Rothschild, SHRS Director of Community Health Policy & Strategy
Page Rogers, SC DHEC Community Health Educator

VIII. Ordinances

A. Authorizing the City Manager to Execute a Development Agreement Between the City of Spartanburg and Lat Purser and Associates Inc. for a Project Located at 289 Union Street and 327 E. Kennedy Street (First Reading)
Presenter: Chris Story, City Manager

B. Authorizing the City Manager to Execute an Agreement to Lease a Portion of the Northwest Center Located at 701 Saxon Avenue to the Spartanburg Interfaith Hospitality Network (SPHIN) to House the Spartanburg Opportunity Center (First Reading)
Presenter: Chris Story, City Manager

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

IX. Consent Agenda

A. Ordinance to Provide for the Adoption of a City Operating Budget, Its Execution and Effect, for the Fiscal Period July 1, 2020 Through June 30, 2021 (Second Reading)
Presenter: Chris Story, City Manager

B. To Raise Revenues for the City of Spartanburg for the Fiscal Year 2020 – 2021 To Levy Taxes On All Real Estate and Personal Property, Except Such as is Exempted by Law, in the Corporate Limits of the City of Spartanburg for Corporate Purposes for the Fiscal Year 2020 -2021 and to Provide Penalties for the Delinquent Payment of Taxes Levied and Provided For (Second Reading)
Presenter: Dennis Locke, Finance Director

C. Accepting the Property Owned by Spartanburg County School District No 7 and Being Located at 1500 Skylyn Drive and 1530 Skylyn Drive, and is Further Identified on Spartanburg County Tax Map as 7-09-09, Parcel 022.02 and 7-09-09, Parcel 123.00 as a Part and Parcel of the City of Spartanburg and Declaring Said Property Annexed to and a Part and Parcel of the City of Spartanburg (Second Reading)
Presenter: Robert P. Coler, City Attorney

X. SPARTA Agency Safety Plan
Presenter: Dennis Locke, Finance Director

XI. Boards and Commissions Update
Presenter: Connie Kellner, City Clerk

XII. Staff Covid19 Update
Presenter: Chris Story, City Manager

XIII. City Council Updates

XIV. 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.

III.

City Council Meeting
Spartanburg Marriott – Wadsworth and Croft Room
299 N. Church Street
Spartanburg, SC
Monday, June 8, 2020
5:30 p.m.

(These minutes are subject to approval at the June 22, 2020 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. Approval of the Minutes from the May 26, 2020 City Council Meeting, and the June 1, 2020 Special City Council Meeting –
Mayor pro tem Littlejohn *made a motion to approve the minutes as received. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*

IV. Approval of the Agenda for the June 8, 2020 City Council Meeting –
Councilmember Smith *made a motion to approve the agenda as received. Councilmember Fulmer seconded the motion, which carried unanimously 7 to 0.*

V. Public Comment
*Refer to above instructions regarding Public Comment"
The following people spoke:
1. Richard Swanson
2. Tanna Thompson read a letter for Nikki Smith who was unable to attend the meeting.
3. Jay Smith

VI. Public Hearing

A. Ordinance to Provide for the Adoption of a City Operating Budget, Its Execution and Effect, for the Fiscal Period July 1, 2020 Through June 30, 2021 (First Reading)
Presenter: Chris Story, City Manager

Mr. Story presented the item to Council as follows:
"Attached please find a proposed budget for fiscal year 2020-2021. It reflects no changes from the version reviewed during our budget workshop last month. We recommend your approval.

The agenda for your upcoming City Council meeting contains a public hearing and first reading consideration. Balanced amendments are appropriate at any point in the process.

We look forward to addressing any questions you may have."
After discussion, Mayor White *opened the Public Hearing. He asked if there was anyone present to speak in opposition to the proposed budget. Hearing none, he asked if there was anyone present to speak in favor of the proposed budget.* ***Hearing none, Mayor pro tem Littlejohn*** *made a motion to close the public hearing. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*
Councilmember Brown *made a motion to approve the ordinance as presented on first reading. Councilmember Rain seconded the motion, which carried unanimously 7 to 0.*

VII. Ordinances

A. To Raise Revenues for the City of Spartanburg for the Fiscal Year 2020 – 2021 To Levy Taxes On All Real Estate and Personal Property, Except Such as is Exempted By Law, in the Corporate Limits of the City of Spartanburg for Corporate Purposes for the Fiscal Year 2020 -2021 and to Provide Penalties for the Delinquent Payment of Taxes Levied and Provided For (First Reading)
Presenter: Dennis Locke, Finance Director
Mr. Locke presented the item to Council as follows:
"The purpose of this ordinance is to establish the property tax millage rate for the City of Spartanburg for FY 2020-2021. The current year's millage is remaining at 104.4.
ACTION REQUESTED: Adoption of the millage Ordinance for fiscal year July 1, 2020 – June 30, 2021.
BUDGET AND FINANCIAL DATA: See Millage Ordinance"
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. Accepting the Property Owned by Spartanburg County School District No 7 and Being Located at 1500 Skylyn Drive and 1530 Skylyn Drive, and is Further Identified on Spartanburg County Tax Map as 7-09-09, Parcel 022.02 and 7-09-09, Parcel 123.00 as a Part and Parcel of the City of Spartanburg and Declaring Said Property Annexed to and a Part and Parcel of the City of Spartanburg (First Reading)

Presenter: Robert P. Coler, City Attorney
Mr. Coler presented the item to Council as follows:
"A request from Ken Darr, attorney for Spartanburg County School District No 7, to the City of Spartanburg to have the parcel located at 1500 Skylyn Drive and 1530 Skylyn Drive annexed into the City Limits of Spartanburg. This is the current location of Drayton Mills Elementary School.
ACTION REQUESTED: Council is being asked to provide first reading approval of the proposed Ordinance to accept 1500 Skylyn Drive & 1530 Skylyn Drive, TMN# 7-09-09-122.02 & 7-09-09-123.00 annexed to and a part and parcel of the City of Spartanburg."
***After discussion, Councilmember Fulmer** made a motion to approve the ordinance as presented on first reading. Councilmember Smith seconded the motion, which carried unanimously 7 to 0.*

VIII. Resolutions

A. Approving Purchase of Property at 106 Norris Street
(TAX MAP PARCEL NUMBER 7-16-05-009.00)
Presenter: Martin Livingston, Neighborhood Services Department
Mr. Livingston presented the item to Council as follows:
"Lucky Little Dog, LLC, the owners of property located at 106 Norris Street is interested in selling a fire-damaged property in the City of Spartanburg for $6,500.00. The appraisal of the property is $1,500, which includes the appraiser's deduction of the estimated cost for demolition. The City will cover the cost of asbestos removal, demolition, title searches, recording fees, and closing cost. City staff will work with developers and other non-profits to build housing on the site. Sale of the property is contingent on clear title.
ACTION REQUESTED: Approval of Resolution to purchase the property from Lucky Little Dog, LLC, the owner of property located at 627 Farley Avenue – Farley and Saxon Neighborhood.
BUDGET & FINANCIAL DATA:
Recording Fees: $10.00
Estimated annual maintenance: $300.00
Asbestos Removal and Demolition Estimated: $10,000 - 13,000.00"
***After discussion, Mayor pro tem Littlejohn** made a motion to approve the resolution as presented. Councilmember Rice seconded the motion, which carried unanimously 7 to 0.*

B. Approving Donation of Property at 627 Farley Avenue
(TAX MAP PARCEL NUMBER 7-11-08-232.00)
Presenter: Martin Livingston, Neighborhood Services Department
"NM Property, the owners of property located at 627 Farley Avenue is interested in donating a fire-damaged property in the City of Spartanburg. The City will cover the cost of asbestos removal, demolition, title searches, recording fees, and closing cost. City staff will work with developers and other non-profits to build housing on the site. Donation of the property is contingent on clear title.

ACTION REQUESTED: Approval of Resolution accepting the donation of the property from: NM Property, the owner of property located at 627 Farley Avenue – Farley and Saxon Neighborhood.

BUDGET & FINANCIAL DATA:
Recording Fees: $10.00
Estimated annual maintenance: $300.00
Asbestos Removal and Demolition Estimated: $8,000 - 10,000.00"
***Councilmember Fulmer** made a motion to approve the resolution.*
Councilmember Rice seconded the motion, which carried unanimously 7 to 0.

C. Allocating Fiscal Year 2020 Community Development Block Grant (CDBG-CV) Cares Act Funds
Presenter: Martin Livingston, Neighborhood Services Department
Mr. Livingston presented the item to Council as follows:
"The Coronavirus Aid, Relief and Economic Security Act (CARES Act) makes available to the City of Spartanburg $399,188 in supplemental Community Development Block Grant (CDBG-CV) funding to prevent, prepare for, and respond to coronavirus. Additionally, the CARES Act provides CDBG grantees with flexibilities that make it easier to use CDBG-CV grants and fiscal years 2019 and 2020 CDBG Grants for coronavirus response and authorizes the U.S. Department of Housing and Urban Development (HUD) to grant waivers and alternative requirements.

Staff is requesting approval of the City of Spartanburg's Fiscal Year 2020 Annual Action Plan Amendment to include CARES Act CDBG-CV Funds. The City of Spartanburg will receive an allocation of Community Development Block Grant – CARES Act Funding (CDBG-CV) The total estimated allocation for CDBG-CV Funds is $399,188.

After a thirty (30) day comment period which ended June 3, 2020, the amended documents must be submitted to HUD by June 19, for review and approval.

ACTION REQUESTED: Staff is requesting approval of the City of Spartanburg's Fiscal Year 2020 Action Plan Amendments to include CDBG-CV Funds
BUDGET AND FINANCIAL DATA: Revenue - $399,188 in Community Development Block Grant – CARES Act (CDBG-CV) Funding."
***Councilmember Rice** made a motion to approve the resolution as presented.*
Mayor pro tem Littlejohn seconded the motion, which carried unanimously 7 to 0.

IX. Consent Agenda

A. Ordinance to Consider (An Updated Design Change to the Previously Approved PDD Project, The Norris Ridge Redevelopment), that Amended

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; 142.00; 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 Were 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, AICP, Senior Planner
Councilmember Rice *made a motion to approve the Consent Agenda on second reading. Councilmember Brown seconded the motion, which carried unanimously 7 to 0.*

X. Police Briefing
Presenter: Police Chief Alonzo Thompson
Chief Thompson gave a presentation to Council regarding policies, training, procedures, statistics, and community involvement of the City Police Department.

XI. City Council Update – Each Councilmember expressed their thoughts and feelings in the aftermath of George Floyd's death.

XII. Executive Session Pursuant to Section 30-4-70 (a) (5) of the South Carolina Code to Discuss Matters Relating to an Economic Development Project
Mayor pro tem Littlejohn *made a motion to adjourn to Executive Session. Councilmember Brown seconded the motion, which carried unanimously 7 to 0. Council adjourned to Executive Session at 7:44 p.m.*
Council reconvened at 8:43 p.m. Mayor White stated that discussion was held with no decisions made.

XIII. Adjournment – ***Mayor White*** *made a motion to adjourn the meeting. Councilmember Smith seconded the motion, which carried unanimously 7 to 0. The meeting adjourned at 8:45 p.m.*

Connie M. Kellner

Connie M. Kellner, City Clerk

VII.

MEMORANDUM

TO: **City Council**

FROM: **Chris Story, City Manager**

SUBJECT: **Presentation on Community Health Needs Assessment**

DATE: **June 17, 2020**

Over the past year a number of our community partners have collaborated to conduct a comprehensive Community Health Needs Assessment. Spartanburg Regional Healthcare System, the Mary Black Foundation, USC Upstate, ReGenesis Heath Care, VCOM, and the United Way of the Piedmont, among other entities, working together as part of the Road to Better Health collaborative, have produced a thorough assessment of the health and wellbeing of our community. At our upcoming meeting, Carey Rothschild, Director of Community Health Policy and Strategy at SRHS and Page Rogers, Community Health Educator with SC DHEC, will present and overview of the assessment.

The full report is accessible at https://www.rtbhspartanburg.org

We look forward to sharing this important work with you and addressing any questions you may have.

VIII. A

REQUEST FOR COUNCIL ACTION

TO: **Spartanburg City Council**

FROM: **Chris Story, City Manager**

SUBJECT: **Ordinance Authorizing City Manager to Execute Development Agreement with Lat Purser & Associates Inc. for Apartment Development at E. Kennedy and Union Streets**

DATE: **June 18, 2020**

Attached is a recommended ordinance authorizing a development agreement (also attached) that would enable the execution of a high quality 120-unit apartment development on property fronting on E. Kennedy and Union Streets (the former Cannon Roofing site).

This well-designed, high quality development will add activity and positive energy to this section of downtown while strengthening the downtown economy. In addition, it will be among our first predominately market-rate apartment developments to incorporate workforce housing units mixed within the complex. Ten percent of the apartments will be leased at below market rents to tenants with incomes at or below eighty percent of area median income. We are pleased to advance this concept as one strategy for ensuring downtown living is accessible at a variety of income levels.

Lat Purser and Associates, based out of Charlotte, have significant experience with similar market rate apartment developments throughout the Carolinas. This is their first to include the ten percent affordability set-aside. We are pleased they have worked through this complex process with us.

The proposed annual fee-in-lieu of taxes on the property will escalate from $150,000 in year two to $250,000 in year 15, and finally $335,000 when the agreement terminates in 25 years. The developer will invest a minimum of $16.5 million.

We recommend your approval and look forward to any questions you may have.

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SPARTANBURG AND LAT PURSER AND ASSOCIATES INC FOR A PROJECT LOCATED AT 289 UNION STREET AND 327 E KENNEDY STREET

WHEREAS, the city of Spartanburg (herein after the "City") has, in certain instances, partnered with for-profit developers to build housing in the City; and

WHEREAS, the City will partner with Lat Purser And Associates, Inc. to develop a Class A multifamily apartment community on two parcels located at 289 Union Street, Tax Map Number 7-12-11-214.00 and 327 E. Kennedy Street, tax map number 7-12-11-215.02, (herein after collectively the "Properties"); and

WHEREAS, Spartanburg City Council deems it advisable and beneficial for the public good to partner with Lat Purser and Associates, Inc (herein after "Developer") for the development of a multifamily apartment community; and

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

Section 1. The City Manager is hereby authorized to (1) enter into a development agreement in substantially the same form as that development agreement attached hereto and marked as Exhibit 1, with minor edits as he, in consultation with the City Attorney deem necessary.

Section 2. The City of Spartanburg will enter into a development agreement with the Developer for the development of the property.

Section 3. The Developer will complete its due diligence to determine the feasibility and development concept within one hundred eighty (180) days of approval of the development agreement.

Section 4. The City Manager is authorized to sign necessary documents to execute this transaction.

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

DONE AND RATIFIED this ____ day of_____, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
Robert P. Coler, City Attorney

___ / ___ / ___ 1st Reading

___ / ___ / ___ 2nd Reading

STATE OF SOUTH CAROLINA	)	CITY OF SPARTANBURG AND LAT PURSER
	)	AND ASSOCIATES INC DEVELOPMENT
	)	AGREEMENT FOR A PROJECT LOCATED AT
	)	289 UNION STREET AND 327 E KENNEDY
COUNTY OF SPARTANBURG	)	STREET

This Agreement (the "Agreement") by and between Lat Purser and Associates, a North Carolina corporation duly authorized by the Secretary of State of South Carolina to transact business in the State and/or its assigns (the "Project Developer") and the City of Spartanburg, a municipal corporation under the laws of South Carolina (the "City"), is entered into this_____day of_____2020.

In consideration of and for the mutual exchange of promises set forth in the Agreement, the parties covenant with one another to perform as follows:

1. Project Developer Commitments:

a. *Development Size and Purpose.* The Project Developer, its agents or assigns, shall be responsible for the design and construction of a Class A multifamily apartment community on two parcels currently under contract for purchase by Project Developer (Tax Map #7-12-11-214.00 and 7-12-11-215.02) as more fully referenced in **Exhibits A (Tax Map) and B (Project Developer's photos)**. The development, hereinafter referred to as the "Project" shall consist of approximately one hundred twenty (120) multi-family housing units ten percent (10%) of which shall be workforce housing units which shall be blended into the Project and shall be of the same quality as the market rate units. The workforce housing units shall be one (1) bedroom units and shall lease to tenants whose incomes are at or below 80% of the area median household income("AMI") in the City of Spartanburg at the initial base rental rate of $849.00 per month (exclusive of utilities or other ancillary items). Rents for the workforce units may increase from calendar year to calendar year throughout the term hereof at the rate of the greater of two percent (2%) or 80% AMI.

b. *Intended Market and Relevance to City.* Significant redevelopment and conversion of existing buildings into mixed use and apartment uses is occurring in downtown Spartanburg. In spite of this recent economic development activity, the City has not benefitted from the construction of large scale "new" apartment developments. Project Developer acknowledges that a significant City motivation in providing the Project with incentives is to fill this market void. Project Developer further acknowledges that the City seeks the development of apartments that will expand the product offerings available. The Project will be designed, constructed, and finished with fixtures, materials, and amenities of comparable quality design and construction as those example projects contained in Exhibit B, attached hereto and incorporated by reference. The target market is a blend of young, middle-aged and senior residents whether the

same be working professionals, workforce employees or retirees.

c. *Architectural Design.* Project Developer acknowledges that the architectural design is a key consideration for City and the project will be subject to full design review by the City's Design Review Board in accordance with the City's Downtown Code. Project Developer has experience in developing apartment projects in urban locations and has provided City with examples of other apartment projects it has developed. Information regarding these other projects is contained in Exhibit B, attached hereto and incorporated by reference. The examples contained in Exhibit B are representative of Project Developer's work and indicative of its emphasis on high quality urban design and construction. Project Developer acknowledges that its commitment regarding the Project's comparability to its other projects in Exhibit B are key considerations in the City's provision of development incentives to support the Project. Design will emphasize an urban look and feel commensurate with the Project's vicinity.

d. *Investment Required.* The Project Developer covenants that it shall make an investment through equity, loans, and other sources anticipated to be not less than Sixteen Million Five Hundred Thousand and 00/100 Dollars ($16,500,000.00) in design, development and construction (the "Project Developer Investment') in the Project as evidenced by documentation which is reasonably acceptable to the City.

e. *Public Infrastructure Improvements.* The Project Developer agrees to install public infrastructure improvements along Union Street, E. Kennedy Street and Real Estate Way in the right of way immediately adjacent to the Project, which shall include, but are not limited to, landscaping and sidewalks (the "Public Improvements") to the satisfaction, in his reasonable determination, of the City Manager based on plans approved by the City, in accordance with this Agreement and in accordance with all applicable laws and regulations; provided, however, that the Project Developer's obligations hereunder shall not include any improvements related to "TheDan" trail to be installed along or within the Union Street right-of-way.

f. *Maintenance.* The Project Developer agrees to maintain at its sole expense the landscaping, except trees and "The Dan" trail improvements, located in the public right-of-way around the Project in accordance with the City's Code of Ordinances for a period of twenty-five (25) years from date of this Agreement. Any irrigation associated with this landscaping shall be connected to the Project Developer's meter as part of these maintenance obligations. These maintenance obligations shall apply to any and all future owners of the Project for the foregoing period of twenty-five (25) years which shall be accomplished by way of a recorded assignment in a form reasonably satisfactory to the City, a copy of which shall be provided to the City upon each transfer of the real property comprising the Project.

g. *Compliance with Law.* Construction of the Public Improvements shall be performed in a good, safe and workmanlike manner and in accordance with all

applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the Public Improvements including, without limitation the Americans with Disabilities Act as well as all building code requirements then in effect.

h. *Performance Data:* Because City is interested in continuing to provide quality affordable, workforce housing options to its residents, Project Developer agrees to share with City upon the City's request (such requests to be made no more frequently than twice each calendar year) its data indicating the Projects performance as it relates to the workforce housing units which comprise a portion of the Project, including but not limited to rent rolls and financial performance related to such units. City shall keep and protect said data in a confidential manner, exempting it from Freedom of Information Act requests pursuant to the economic development exceptions.

i. *Insurance Requirements.* The Project Developer shall procure and maintain insurance coverage for occurrences during the term of the Agreement against any claim for injuries to persons or damages to property which may arise from, or in connection with, Project Developer's construction of the Public Improvements or maintenance of the same pursuant to this Agreement by Project Developer's employees, agents, contractors, or representatives. Such insurance shall be in the following minimum amounts:

A. Commercial General Liability $1,000,000.00 per occurrence
B. Comprehensive Motor Vehicle Liability $1,000,000.00 per occurrence
C. Workers Compensation - Statutory limits
D. Employers Liability $500,000/$500,000/$500,000

Within fifteen (15) days of written request by the City (such requests to be made no more than once per calendar year), Project Developer shall deliver certificates of insurance to establish proof of current and ongoing coverage to the City's Risk Manager via email at cwright@cityofspartanburg.org.

The City of Spartanburg must be shown as an additional insured / loss payee with notice of cancellation by delivery to the City in one of the above referenced means of contact.

The General Liability Coverage must list the City, its officers, officials, and employees as additional insureds for activities arising under the Project Developer performance under the Agreement. The coverage shall be primary as to the Project Developer's negligent acts and omissions or willful misconduct. It shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability coverage.

The Workers' Compensation Coverage shall apply to all of the Project Developer's employees who are in any way connected with the Project Developer's performance under the Agreement. The coverage shall comply with all applicable state laws and

provide a waiver of subrogation from the Project Developer against the City, its officers, officials, agents and employees, unless otherwise approved by the City.

The Project Developer must obtain insurance coverage from insurers with a current A. M. Best's rating of net less than A: VII. The insurers must be licensed to do insurance business in the State of South Carolina, unless otherwise approved by the City. The Project Developer cannot be a self-insured in order to meet these requirements, unless the City in writing consents for the particular named Project Developer for the specific Agreement.

The Project Developer shall be solely liable and the City in no way shall be responsible for any coverage deductible, co-insurance penalty, or self-insured retention (if applicable), including any loss sustained because of the operation of the deductible, penalty, or retention.

Further, the Project Developer has an affirmative duty, and shall carry out that duty, to see that any subcontractor performing on the Project Developer's behalf shall also have the same insurance obligations as are borne by the Project Developer under these general terms and conditions.

2. City Commitments

a. *Maintenance of Public Improvements/Completion of "The Dan" Trail Improvements*. The City shall maintain the Public Improvements, if any, (other than those items which are the responsibility of the Project Developer under Section 1(g) above) upon completion, dedication and acceptance by the City; including, without limitation all improvements related to "The Dan" trail. Additionally, the City hereby commits that "The Dan" trail improvements shall be completed by the City no later than Project Developer's receipt of its Certificate of Occupancy.

b. *Real Property Tax Abatement.* City will provide its consent, upon request prior to the issuance of a Certificate of Occupancy of the permitted plans, for a Fee-In-Lieu of Tax Payment (FILOT) through a Multicounty Industrial Park, or similar mechanism. Furthermore, City will use its best efforts, acting in good faith, to secure Spartanburg County's approval of a Multicounty Industrial Park mechanism to effectively cap the FILOT payments as follows: (i) $37,500.00 for the first tax year after Project Developer's receipt of its Certificate of Occupancy for the Project; (ii) $1,250.00 per leasable unit for each tax year thereafter throughout the term of this agreement escalating in years three (3) through fifteen (15) at the annual rate of four percent (4%) and escalating in years sixteen (16) through twenty-five (25) at the annual rate of three (3%) percent (3%). If on December 31, 2022, the Project Developer is actively constructing the Project but has not received its Certificate of Occupancy, tax year 2023 will be considered the first year of this fee agreement with the first year's $37,500 payment being due on or before January 15, 2024.

3. No Assignment Without Consent.

Prior to completion of the duties set forth herein, neither the City nor the Project Developer are authorized to assign its respective duties under the Agreement to third parties without first having received from the other party a written consent, which consent shall not be unreasonably withheld, executed with the same formality of the Agreement. Notwithstanding the foregoing, City does acknowledge and agree that Project Developer may be utilizing a general contractor to perform the work on the Project and may assign this Agreement to a to-be-formed special purpose entity created for the purpose of owning and operating the Project; which entity shall be owned and/or controlled by Project Developer. Additionally, in the event of a third-party sale of the Project by Project Developer, the rights and obligations of Project Developer hereunder may be transferred by Project Developer to such third-party purchaser with notice to the City.

4. Modification.

No modification of the Agreement shall be binding upon the parties unless the same is first reduced to writing in a document having the same formality as the Agreement and executed by the duly authorized officer for each party. However, minor changes and modifications to the Development Agreement are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties, with said minor changes and modification being approved by the City Manager and the City Attorney. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, then the matter shall be presented to and reviewed by City Council before the final execution.

5. Merger of Negotiations.

All prior negotiations and representations of both parties are merged into the Agreement, and no prior statement, whether written or oral, shall be binding upon either party unless reduced to writing and contained in the Agreement.

6. Applicable Law.

The Agreement is entered into under the laws of South Carolina, the City is a political subdivision of South Carolina, and the subject real property and improvements are located in South Carolina. The Agreement shall be construed in accordance with the laws of South Carolina.

7. No Joint Venture.

The parties acknowledge the City is acting solely in a governmental capacity in

expanding/enhancing the City's public infrastructure and spaces, in approving the Agreement and in providing any other approvals related to the Project. Accordingly, the parties further acknowledge that no joint venture is intended or created between the Project Developer (or its affiliates or principals) and the City, and the parties expressly disclaim the same.

8. Indemnification.

The Project Developer shall indemnify, defend and hold harmless the City, as well as its officers, officials and employees, from and against all claims of any nature whatsoever, at law or in equity, arising out of, or related in any manner to the Agreement, the design and construction of the Public Improvements, or the Project Developer's maintenance obligations, excluding only those claims resulting from the breach of this Agreement by the City or the gross negligence or willful misconduct of the City, its officers, contractors, agents, officials and/or employees. This provision shall survive termination of the Agreement.

9. Notice.

All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

CITY:
City of Spartanburg
Attention: City Manager
P.O. Box 1749
Spartanburg, SC 29304
Phone: 864.596.2712

PROJECT DEVELOPER:
Lat Purser & Associates, Inc.
Attention: Jack Levinson
4530 Park Road #410
Charlotte, NC 28209
Phone: 704.519.4241

WITH A COPY TO:
Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P.
Attn: Steven M. Querin, Esq.
220 N. Church Street, Suite 4
Spartanburg, SC 29306
Phone: 864.582.8121

10. Miscellaneous.

If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above (including all attachments thereto) are attached hereto and incorporated herein as part of the Agreement.

[Signatures Follow]

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:

_____

_____

Lat Purser and Associates, Inc.

By: _____

Name: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this_____day of_____, 2020 by the duly authorized officer for LAT PURSER AND ASSOCIATES, INC. whose name and title appear above.

_____

Notary Public for South Carolina
My Commission Expires: _____
Printed Name of Notary: _____

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:

_____

_____

The City of Spartanburg

By: _____
Name: Chris Story
Its: City Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this_____day of_____, 2020 by Chris Story, City manager, being duly authorized to execute the same.

_____
Notary Public for South Carolina
My Commission Expires: _____
Printed Name of Notary: _____

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"
E. KENNEDY STREET
7-12-11-214.00
7-12-11-215.02
E. HENRY STREET

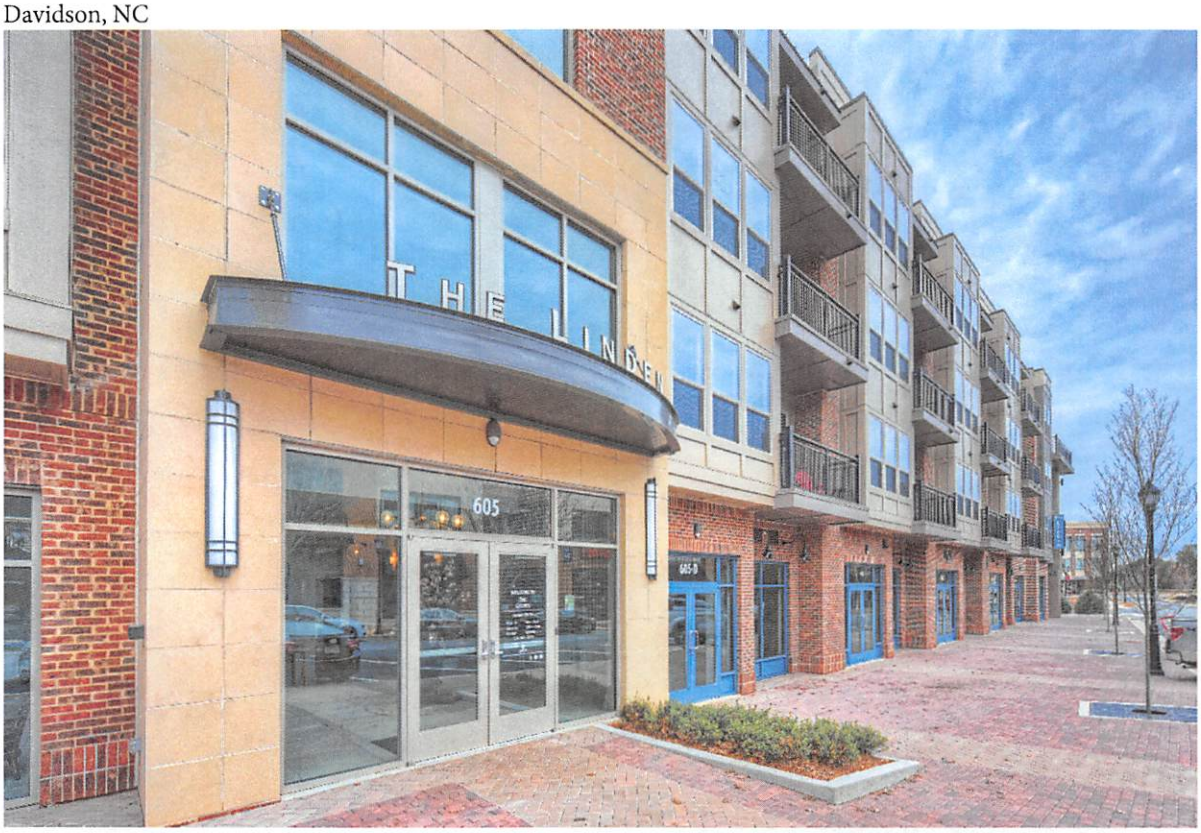
EXHIBIT B

Downtown Rock Hill, SC

Downtown Rock Hill, SC

Downtown Rock Hill, SC

Davidson, NC



Downtown Florence, SC

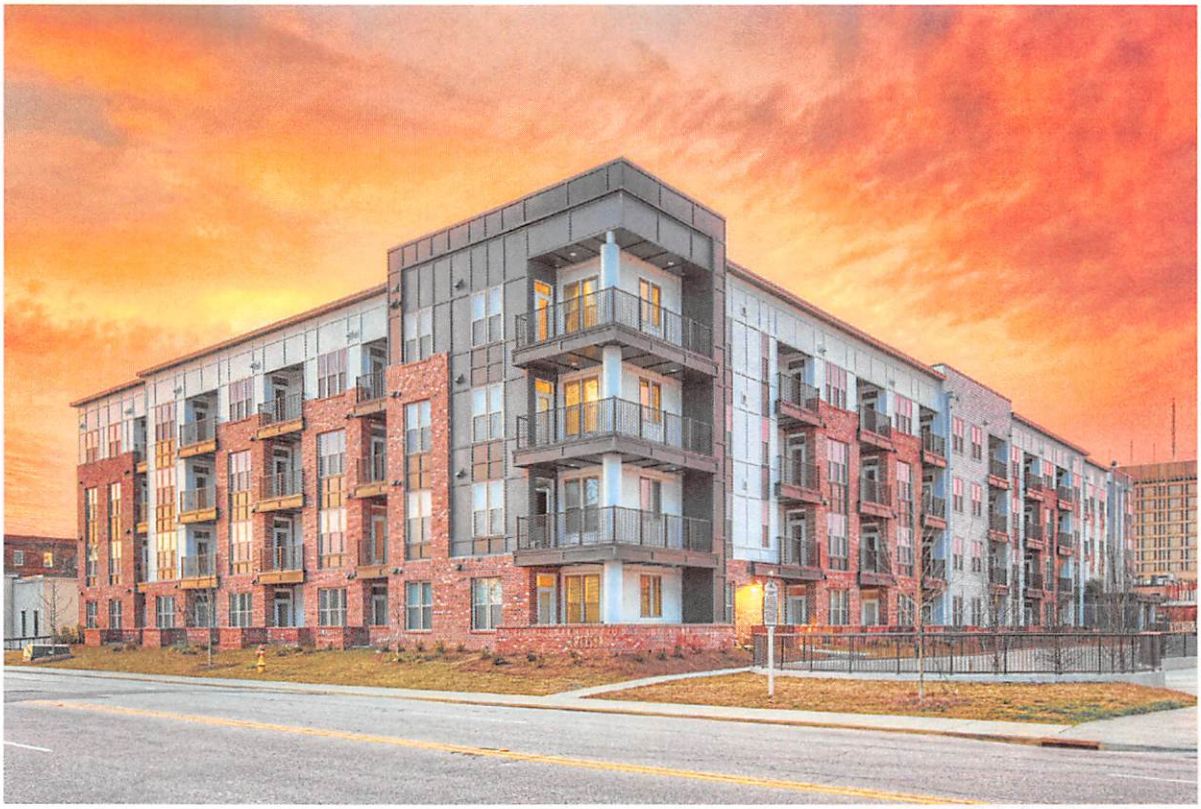


EXHIBIT B

Downtown Rock Hill, SC

Downtown Rock Hill, SC

Downtown Rock Hill, SC

Downtown Rock Hill, SC

Downtown Rock Hill, SC

Davidson, NC

Davidson, NC

Downtown Florence, SC

VIII. B

REQUEST FOR COUNCIL ACTION

TO: **Spartanburg City Council**

FROM: **Chris Story, City Manager**

SUBJECT: **Ordinance Authorizing City Manager to Lease for Portion of Northwest Center to Spartanburg Interfaith Hospitality Network**

DATE: **June 18, 2020**

For a number of months now the Spartanburg Interfaith Hospitality Network ("SPIHN") has been operating an Opportunity Center within our Northwest Center facility as a pilot program. All involved perceive the pilot program as a success. It provides the homeless in our community a safe place to have their basic needs met including laundry, showers, and other daytime supports. SPIHN has been a great partner in this effort. We believe that such a program is a necessary ingredient in a multi-pronged long term strategy to address homelessness in our community.

Attached is a recommended ordinance authorizing me to execute a lease (also attached) that would enable the program to transition from a pilot stage to a more permanent operation. To do that, modifications need to be made to the facility and a formal agreement should be established. As you will recall, we recently allocated $150,000 of federal funding toward physical upgrades to include additional showers, laundry facilities, and related improvements. SPIHN will also be contributing to renovations and they will be funding the operations and program cost.

We consider this to be an effective use of this facility. We believe the cost sharing reflected within the agreement is fair for these circumstances. We are optimistic about the potential for a high impact service.

As indicated in the proposed lease, we would intend to begin seeking other complementary users for the remainder of the building.

We recommend your approval and look forward to any questions you may have.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO LEASE A PORTION OF THE NORTHWEST CENTER LOCATED AT 701 SAXON AVENUE TO THE SPARTANBURG INTERFAITH HOSPITALITY NETWORK (SPHIN) TO HOUSE THE SPARTANBURG OPPORTUNITY CENTER

WHEREAS, the city of Spartanburg (herein after the "City") seeks to enable the provision of supportive services to all its residents including the homeless; and

WHEREAS, the Spartanburg Interfaith Hospitality Network (herein after "SPHIN") exist to provide services to the homeless population in a compassionate and effective manner; and

WHEREAS, 701 Saxon Avenue is the current location of the Northwest Center. SPHIN has operated a pilot program in this facility for several months and the parties deem the pilot program to have been a success; and

WHEREAS, the City seeks to be a flexible and cooperative partner in the evolution of the Spartanburg Opportunity Center; and

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

Section 1. The City Manager is hereby authorized to (1) enter into a lease agreement in substantially the same form as the lease agreement attached hereto and marked as Exhibit 1, with minor edits as he, in consultation with the City Attorney deem necessary.

Section 2. The City Manager is authorized to sign necessary documents to execute this transaction.

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

DONE AND RATIFIED this ____ day of _____, 2020.

_____
MAYOR

ATTEST:

_____
Connie M. Kellner, City Clerk

APPROVED AS TO FORM:

___/___/___ 1st Reading

___/___/___ 2nd Reading

_____
Robert P. Coler, City Attorney

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF SPARTANBURG)

This Lease Agreement is made and entered into this _____ day of _____, 2020, by and between City of Spartanburg ("the City" or "Landlord") and Spartanburg Interfaith Hospitality Network (SPIHN). (the "Tenant").

WITNESSETH:

WHEREAS, City seeks to enable the provision of supportive services to all its residents including the homeless; and

WHEREAS, SPIHN exists to provide services to the homeless population in a compassionate and effective manner; and

WHEREAS, SPIHN has operated a pilot program within a portion of the City's Northwest Center at 701 Saxon Avenue (the "Premises" or "Facility") for several months and the parties deem the pilot program to have been a success; and

WHEREAS, SPIHN is an evolving effort with desires to grow its service offerings over the coming years, and

WHEREAS, the City seeks to be a flexible and cooperative partner in the evolution of the Spartanburg Opportunity Center, and

WHEREAS, the City will soon cease most of its recreational and community use of the Northwest Center, and.

WHEREAS, the Northwest Center has an old roof and other aging systems that could require significant attention in the coming years, and.

WHEREAS, utility (electricity, gas, water, and sewer) costs for the Northwest Center have averaged $41,000 annually in recent years while the maintenance of the grounds is

estimated to cost $10,000 annually.

NOW, THEREFORE, KNOW ALL BY THESE PRESENT, that City and the Tenant agree as follows:

1. The parties envision this agreement will be superseded by a subsequent more permanent arrangement as programs mature.
2. City has allocated $150,000 in funding to renovate portions of the building for a laundry, showers and other upgrades as included within Phase 1, 2 and 3 of Spartanburg Opportunity Center's plans. The City will decide whether to contract for the renovations itself or to grant the funds to Tenant.
3. City provides use of the portions of the Facility indicated on Attachment A for a period of five years for Tenant to provide daytime non-residential supportive services to the homeless population of Spartanburg. The City will extend that period beyond five years if, at that time, the facility can be operated for a longer period without significant city outlays on upgrades the building (the "Term").
4. Monthly the Tenant will contribute the lesser of the facility operating cost (defined as electricity, gas, water, sewer, and grounds maintenance) pro-rated by the square footage utilized by the tenant or $2,000 for the first 24 months and $2,500 monthly thereafter. These funds will be utilized exclusively for those purposes.
5. This Lease is terminated in the event that tenant ceases to provide public services from the space.
6. The Tenant will be fully responsible for all programmatic costs, staffing, security, and cleaning. The City is not expected to provide any staffing or other resources not specified herein.

7. If the Tenant successfully provides homeless services for the full period of this lease, and the City then decides to sell the property, the Tenant will have a first right of refusal to match any bona fide offer received by the City.
8. Tenant must obtain the prior written consent of Landlord (which consent may not be unreasonably withheld) before making additions, improvements, or alterations to the Premises ("Improvements"). Tenant must pay all cost and expense for such Improvements. Tenant must complete all Improvements in a workmanlike manner and in accordance with all applicable construction codes. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Premises and subject to this Lease. If Tenant intends to remove the Improvements at the end of the Term, Tenant agrees to restore the Premises to their condition prior to such installation, reasonable wear and tear and damage by fire and other casualty excepted.
9. Tenant will provide annually proof of commercial general liability insurance naming the City as additional insured.
10. The City will insure the Facility's building, maintain the roof, HVAC system, electrical and plumbing, and maintain the grounds of the property.
11. The City will lease the remainder of the Facility to other entities. Preference will be given to agencies providing services complementary to SPIHN's with the aim of providing comprehensive services to the homeless population under one roof. The City will consult with SPIHN on such matters. However, Tenant recognizes that the City must make efficient and effective use of the remainder of the building and the City will make the final determination on facility use.

12. Tenant agrees not to assign this Lease or sublease the Premises or any part thereof, or to permit the same in whole or in part to be occupied by any other person without in each case obtaining the written consent of the Landlord. Tenant agrees not to suffer any transfers by operation of law of the interest of the Tenant in the Premises.
13. Tenant agrees that all property of any kind on the Premises during the Term is at the sole risk of Tenant. Landlord is not liable to the Tenant or any other person for any injury, loss or damage to property on the Premises.

14. Notice required hereunder shall be sent by certified mail to the following addresses:

CITY:
City of Spartanburg
Post Office Drawer 1749
Spartanburg, SC 29304

TENANT:
Spartanburg Interfaith Hospitality Network (SPIHN)
899 S Pine Street
Spartanburg, SC 29302

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year first above written.

IN THE PRESENCE OF:

CITY OF SPARTANBURG

_____ By: _____
Chris Story, City Manager

_____

Spartanburg Interfaith Hospitality Network

_____ By: _____

Susan Sutton,
Chairman

_____

X.

S

REQUEST FOR CITY COUNCIL ACTION

TO: **Chris Story, City Manager**

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

SUBJECT: **Agency Safety Plan**

DATE: **June 17, 2020**

BACKGROUND:

Staff has developed an Agency Safety Plan (ASP), in accordance with the Federal Transit Administration (FTA) final rule 49 CFR Part 673. This rule requires the development of a uniform system of public transit safety management, called the Safety Management System (SMS). As the City of Spartanburg Director of Finance, I will be the Accountable Executive, as specified under the new regulations.

Safety has always been a core value of SPARTA, and managing safety is a core business commitment for our agency. SPARTA is committed to developing, implementing, maintaining, and continuously improving our daily practices to ensure the safety of our customers, contractor employees, and the public. SPARTA will use the safety management processes to guide the prioritization of safety and allocate our organizational resources (such as people, funding, and technology) to integrate into our everyday operations. We aim to develop and support a robust safety culture and achieve the highest levels of safety performance set forth by the FTA.

ACTION REQUESTED:
Staff is recommending the approval of our update plan that complies with FTA regulations.

BUDGET & FINANCIAL DATA: N/A

City of Spartanburg

Spartanburg Area Regional Transit Agency

Agency Safety Plan

150 Airflow Drive
Spartanburg SC 29306

Version 1, XX/XX/2020

Version Number and Updates			
Version Number	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
1		New Document	

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1. Transit Agency Information

Transit Agency Name	Spartanburg Area Regional Transit Agency (SPARTA)		
Transit Agency Address	150 Airflow Drive, Spartanburg SC 29306		
Name and Title of Accountable Executive	Dennis Locke, Director of Finance, City of Spartanburg The Accountable Executive meets the requirements in 49 CFR § 673.5 and $673.21(d)(1). Please see the Roles and Responsibilities of the Accountable Executive in Section 4-Safety Management Policy.		
Name and Title of Chief Safety Officer	Luis Gonzalez, Contracted General Manager, SPARTA The Chief Safety Officer meets the requirements of § 673.5 and $673.23(d)(2). Please see the Roles and Responsibilities of the Chief Safety Officer in Section 4-Safety Management Policy.		
Mode(s) of Service Covered by This Plan	Fixed Route Bus	**List All FTA Funding Types (e.g., 5307, 5310, 5311)**	5307
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus – contracted First Transit is contracted with the City of Spartanburg to run the day-to-day operations of SPARTA's fixed-route bus service.		
Does the agency provide transit services on behalf of another transit agency or entity?	NO	**Description of Arrangement(s)**	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A		

System Description

The City of Spartanburg acquired the transit system from Duke Power Company on January 1, 1992. First Transit was hired to manage the system on July 1, 1992. Initially, SPARTA operated six routes and provided 485,000 trips annually. Subsequently, many of these routes were expanded to serve a greater portion of the Spartanburg area and increasing ridership to 543,000 in 2002.

The SPARTA system was expanded to eight fixed routes in 2004. Over the last 5 years SPARTA has added 2 Hybrid/Electric buses and 2 regular diesel buses with 3 more buses put on order in June 2015.

In 2000, SPARTA broke ground on a facility for the system. The facility, completed in May 2002, features a state-of-the-art maintenance area as well as ample space for the operations function.

In June 2001, SPARTA began construction of a downtown passenger center. The Passenger Center, which opened in July 2002, provides protection from the weather, a short walk from one bus to another and a place to sit and wait for their bus. Prior to the construction of the passenger center, SPARTA riders transferred on the sidewalks downtown with no shelter from the weather.

SPARTA service operates eight routes Monday through Friday from 6:00 a.m. to 6:00 p.m. Saturday's four routes begin at 10:00 a.m. and end at 6:00 p.m.

Since the City contracts with First Transit to operate its fixed-route bus service, the General Manager of SPARTA is a First Transit employee. All other SPARTA employees work for a subsidiary corporation of First Transit, Transit Management of Spartanburg, formed to support SPARTA's fixed-route bus service delivery. First Transit not only operates the service for the City, but also maintains all transit vehicles at the SPARTA facility located at 150 Airflow Drive, Spartanburg, South Carolina.

Agency Safety Plan and Safety Management System (SMS)
SPARTA developed this safety plan to comply with 49 CFR Part 673, the PTASP regulation. This plan also serves as an "SMS user's manual" that guides SPARTA in the successful implementation and operation of its SMS.

The FTA defines SMS as:

> "The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards."

Furthermore, SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully.

SPARTA 's SMS has four distinct components, which are discussed in subsequent sections of this safety plan:

- Safety management policy
- Safety risk management
- Safety assurance
- Safety promotion

2. Plan Development, Approval, and Updates

Name of Entity that Drafted this Plan	Spartanburg Area Regional Transit Agency (SPARTA)	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
Approval by the Board of Directors or an Equivalent Authority	**Approval**	**Date of Approval**
	Spartanburg City Council	
	Relevant Documentation (title and location)	
Certification of Compliance	**Name of Individual / Entity That Certified This Plan**	**Date of Certification**
	Relevant Documentation (title and location)	

Annual Review and Update of the Public Transportation Agency Safety Plan
The Chief Safety Officer will review SPARTA's Agency Safety Plan (ASP) by July 1st of each year and update it if needed. If the CSO makes any changes to the ASP, the Accountable Executive will need to approve changes, sign the new ASP, and forward it to the Spartanburg City Council for review and approval.

3. Safety Performance Targets

Safety Performance Targets							
The targets listed below are based on reviews of the previous five years of SPARTA 's safety performance data.							
Mode of Transit Service	**Fatalities (total)**	**Fatalities (per 100 thousand VRM)**	**Injuries (total)**	**Injuries (per 100 thousand VRM)**	**Safety Events (total)**	**Safety Events (per 100 thousand VRM)**	**System Reliability (VRM / failures)**
Fixed Route	0	0	7	2.4	5.8	1.94	7,768

Safety Performance Target Coordination		
SPARTA's Accountable Executive shares our Agency Safety Plan, including safety performance targets, with the Spartanburg Area Transportation Study (SPATS) each year after its formal adoption by the City Council. The Accountable Executive also provides a copy of our formally adopted plan to the South Carolina Department of Transportation (SCDOT). City and SPARTA personnel are available to coordinate with SCDOT and the SPATS in the selection of SCDOT and MPO safety performance targets upon request.		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	South Carolina Department of Transportation	5/14/20
Targets Transmitted to the Metropolitan Planning Organization(s)	**Metropolitan Planning Organization Name**	**Date Targets Transmitted**
	The Spartanburg Area Transportation Study (SPATS) is the Metropolitan Planning Organization (MPO)	5/14/20

4. Safety Management Policy

SPARTA Safety Management Policy Statement (SMPS)

June 8, 2020

SPARTA is developing an Agency Safety Plan (ASP), in accordance with the Federal Transit Administration (FTA) final rule 49 CFR Part 673. This rule requires the development of a uniform system of public transit safety management, called the Safety Management System (SMS). As the City of Spartanburg Director of Finance, I will be the Accountable Executive, as specified under the new regulations. Ultimately, I am responsible to ensure the successful implementation of the new safety standards, which will be upheld throughout our organization.

Safety has always been a core value of SPARTA, and managing safety is a core business commitment for our agency. SPARTA is committed to developing, implementing, maintaining, and continuously improving our daily practices to ensure the safety of our customers, contractor employees, and the public. SPARTA will use the safety management processes to guide the prioritization of safety and allocate our organizational resources (such as people, funding, and technology) to integrate into our everyday operations. We aim to develop and support a robust safety culture and achieve the highest levels of safety performance set forth by the FTA.

The City of Spartanburg and SPARTA are committed to the following core capacities:

Executive Commitment to Safety—Executive Management will lead the development of an organizational culture that promotes safe operations. We will provide appropriate resources to support the SMS development by fostering and ensuring safe practices, improving procedures when needed, and encouraging effective employee safety reporting and communication.

Communication & Training—Employee engagement is crucial to a functioning SMS. Communication systems will be developed and fine-tuned to enable greater awareness of SPARTA safety objectives and performance targets. All contractor employees will be made aware of the importance of SPARTA's SMS and trained in any new or improved safety reporting procedures.

Responsibility & Accountability— The Accountable Executive and the General Manager (GM) will be ultimately accountable for delivering safe and quality transit services and assuring that the safety risk associated with identified safety hazards is assessed and mitigated.

Employee Reporting—We will institute a safety reporting program as a viable tool for contractor employees to clearly voice their safety concerns. All frontline staff will be responsible for utilizing this program as part of the SMS. No action will be taken against any staff member who communicates a safety condition through the SPARTA safety reporting program unless such disclosure indicates the following: an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of SPARTA rules, policies, and procedures.

Performance Monitoring & Measurement—SPARTA will establish realistic measures of safety performance and safety performance targets to ensure our continuous improvement.

Review & Evaluation—SPARTA will measure its SMS performance by analyzing our key safety performance indicators, reviewing inspections, and evaluating our corrective action reports. These activities will become the basis for revising or developing safety objectives, safety performance targets, and overall ASP with the goal of continuous, effective safety improvements.

Thank you for your full cooperation in building a safer workplace for our contractor employees and customers.

Dennis R. Locke
Accountable Executive

Safety Management Policy Communication

The General Manager, who leads SPARTA's SMS activities, introduced the contracted employees to SMS principles at a quarterly safety meeting. A paper copy of the Safety Management Policy Statement (SMPS) was distributed to all SPARTA contracted employees and the Spartanburg City Council. SPARTA also posted the SMPS inside operational facilities.

Authorities, Accountabilities, and Responsibilities

Roles and Responsibilities of the Accountable Executive
The SPARTA Accountable Executive has ultimate responsibility for carrying out the Agency Safety Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain this Agency Safety Plan.

The Accountable Executive is accountable for ensuring that SPARTA effectively implements its SMS throughout the agency and addresses SMS substandard safety performance. The Accountable Executive is responsible for signing SMS implementation planning documents and endorsing SMS implementation team membership.

The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for SPARTA's safety performance cannot be delegated and always rests with the Accountable Executive.

The SPARTA Accountable Executive's roles include, but are not necessarily limited to:

- Decision-making about human and capital resources needed to support asset management, SMS activities, and capital investments;
- Signing SMS implementation planning documents, and ensuring that SMS is effectively implemented throughout SPARTA 's public transportation system;
- Ensuring action is taken to address substandard performance in SPARTA 's SMS;
- Endorsing SMS implementation team membership, and;
- Other duties as assigned/necessary.

Roles and Responsibilities of the Chief Safety Officer
The CSO has the authority and responsibility for developing, implementing, and operating SPARTA 's SMS. The CSO reports directly to the Accountable Executive for matters involving SMS.

The CSO's roles include, but are not necessarily limited to:

- developing and maintaining SMS documentation;
- directing hazard identification and safety risk assessment;
- monitoring safety risk mitigation activities;
- providing periodic reports on safety performance;
- briefing the Accountable Executive on SMS implementation progress;
- planning safety management training, and;
- Other duties as assigned/necessary

SPARTA identifies and documents all the SMS-related organizational accountabilities and responsibilities of the CSO job function.

Agency Leadership and Executive Management Roles
Members of the City of Spartanburg and SPARTA leadership have authorities and responsibilities for the day-to-day implementation and operation of the agency's SMS.

SPARTA Leadership and Executive Management include:

- SPARTA CSO (General Manager)
- Office Manager

The Agency Leadership and Executive Management are responsible for the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Implementation and operation of SPARTA 's SMS, within the functions in which they have responsibility;
- Provide input into the allocation of resources within the functions in which they have the responsibility to accomplish the goals and objectives of the agency safety plan;
- Accountable for oversight, day-to-day operations, and maintaining compliance with the agency safety plan, within the functions in which they have responsibility;
- Modify policies consistent with the implementation of the agency safety plan;

Key Staff Roles

The City of Spartanburg and SPARTA key staff have the following accountabilities and responsibilities of this plan. Their roles include but are not necessarily limited to:

- The SMS-related organizational authorities and responsibilities of key staff include assisting the Accountable Executive and CSO in developing, implementing, and operating the SMS. Based on responsibilities and expertise, key staff assists in hazard identification, safety risk assessment, safety risk mitigation, safety performance monitoring, safety performance measurement, safety training, and safety communication activities.
- Key staff plays a significant role as subject matter experts in hazard identification, safety risk assessment, safety risk mitigation, and safety performance monitoring activities.
- Key staff functions that bring experience and expertise to bear on SMS activities include:
    - Dispatchers;
    - Bus Operators;
    - Vehicle Mechanics, and;
    - Appropriate City employees.
- Safety Meetings: A permanent agenda item in all safety meetings is dedicated to safety. Safety issues are discussed and documented. Hazard reports and mitigations will be shared, safety topics brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged.

Employee Safety Reporting Program

The City of Spartanburg has established and implemented a formal safety reporting program for SPARTA contracted employees to voluntarily report any safety issues, conditions, or concerns they may see during their day-to-day delivery of transit services. This voluntary safety reporting program is separate from the City's mandatory reporting requirements for accidents and incidents.

The employee safety reporting program (ESRP) provides protections for contractor personnel who report safety issues, concerns, or conditions. The ESRP ensures that discipline will not be applied, and contractor employees have protection against reprisal or any other adverse action for reporting a safety issue, concern, or condition. Contracted personnel who report safety issues, concerns, and conditions are also generally protected under Occupational Safety and Health Administration whistleblower protections.

The ESRP also describes employee behaviors that are not protected under the program and may result in disciplinary action, such as an employee engaged in an illegal act, committed gross negligence, or deliberately or willfully disregarded regulations or procedures.

The ESRP clarifies:

- What to report, what not to report, and how to report;
- What managers should do when employees report safety concerns;
- How reports are documented; and
- How employees will receive feedback about the results of their reports.

The reporting system is simple to use and available to all SPARTA contracted personnel. The ESRP addresses the following:

- Who is responsible for developing and managing the employee safety reporting program;
- Timely response to employee safety reports.
- How the agency provides feedback to employees on the action(s) taken to address the reported safety issue, condition, or concern;
- Investigation of reported safety issues, conditions, or concerns for causal or contributing factors.
- How the transit system documents and reviews safety issues, conditions, or concerns to determine if a hazard exists; and
- If the issue is determined to be a hazard, how the hazard is then entered into the safety risk management process.

The City of Spartanburg is committed to providing feedback to contracted personnel who report a safety issue, condition, or concern. This feedback is provided either directly in a one-on-one conversation or through the safety meeting platform. The feedback addresses what, if any action, will be taken to address the reported safety issue, condition, or concern.

Contracted personnel report safety issues, conditions, or concerns on the accident/incident report form, or the CSO fills out the form if contracted personnel report verbally. Dispatchers keep a hazard log to record issues, conditions, or concerns reported via radio by Bus Operators.

More detailed documentation of the ESRP is on file in the Accountable Executive's office and the CSO's office. A description of the ESRP was distributed to all current contracted personnel during the training provided on employee safety reporting. The new-hire orientation process will inform new contracted personnel of the ESRP.

5. Safety Risk Management

SPARTA uses the SRM process as a primary method to ensure the safety of operations, passengers, contracted employees, and vehicles. It is a process wherein hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to SPARTA 's leadership. The SPARTA SRM process allows us to carefully examine what could cause harm, determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

The SRM process applies to all elements of the system, including operations, vehicle maintenance, vehicles, employee training, and supervision.

Overall, the SPARTA SRM process includes the following steps that are carried out under the guidance of the CSO with input from appropriate subject matter experts:

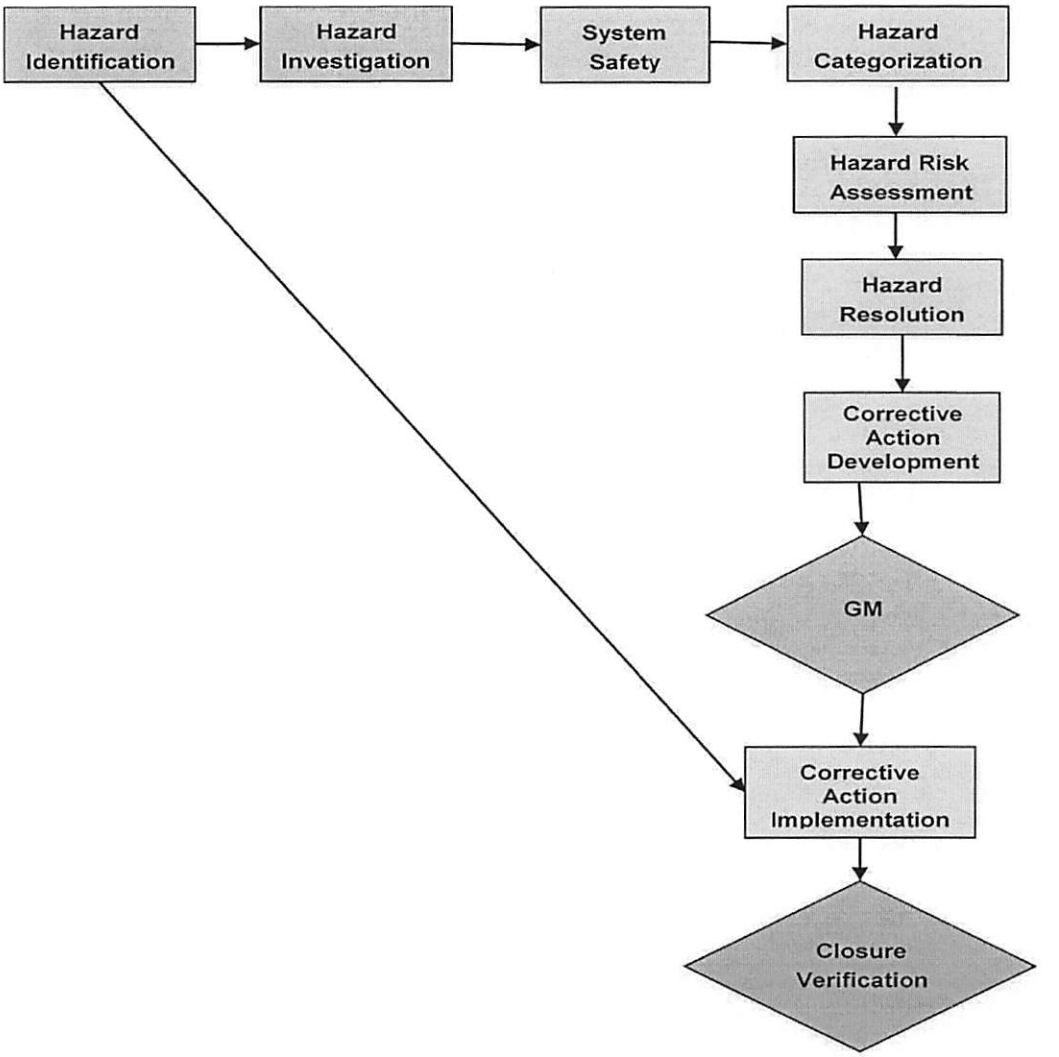
a. Identify hazards
b. Identify the potential consequences of each hazard
c. Evaluate consequences in terms of probability and severity
d. Prioritize risk using our formal risk matrix
e. Communicate prioritized risk to the Accountable Executive
f. Based on the Accountable Executive's approval, create safety risk mitigations to eliminate or reduce the effects of hazards.
g. Implement the mitigation
h. Create a strategy for monitoring mitigation effectiveness

In carrying out the SRM process, SPARTA uses the following terms:

- **Safety event** – Any accident, incident, or occurrence.
- **Hazard** – Any real or potential condition that can cause injury, illness, death, damage to/loss of facilities, equipment, rolling stock, or infrastructure belonging to SPARTA, or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk Mitigation** – Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to SPARTA property or the environment.

First Transit's overall corporate Safety Risk Management Process is documented in the First Transit Agency Safety Plan, copies of which are on file on both the Accountable Executive's and CSO's offices. Information contained in the First Transit Corporate Agency Safety Plan supports SPARTA's activities in hazard identification, safety risk assessment, and safety risk mitigation.

All SPARTA contracted employees are responsible for performing their jobs in a safe manner, which includes identifying safety risks and participating in developing and implementing effective mitigation techniques. This process for managing hazards, from identification through corrective action and closure, is illustrated by the following flowchart:



The Accountable Executive and the City of Spartanburg have responsibility for monitoring SPARTA safety risk management processes, procedures, and documentation to ensure its contractor's performance is consistent with the safety hazard identification, safety risk assessment, and safety risk mitigation processes described in this ASP.

Safety Hazard Identification

All subsequent safety risk management activities are contingent on effectively identifying sources for hazard identification, and the processes to obtain information on hazards.

SPARTA has methods and processes to identify hazards and consequences of the hazards. SPARTA considers, as a source for hazard identification, data and information provided by the City Council, the FTA, and SCDOT. SPARTA also considers the results of its asset condition assessments when performing safety hazard identification activities through its SMS. The results of the condition assessments and safety risk management activities help inform SPARTA 's determination as to whether an asset meets the state of good repair standards under 49 CFR Part 625.

The CSO is responsible for overseeing and facilitating SPARTA's hazard identification process. The CSO is also responsible for documenting identified hazards and ensuring that subject matter experts identify the potential consequences of those hazards. Information related to hazard identification and consequence determination is documented and maintained by the CSO.

The safety hazard identification process offers SPARTA the ability to identify hazards and potential consequences in the operation and maintenance of the system. Hazards are identified through a variety of sources, including:

- Employee safety reporting program;
- Review of vehicle camera footage;
- Review of monthly performance data and safety performance targets;
- Observations from supervision;
- Maintenance reports;
- Comments from customers, passengers, and third parties
- Safety Meetings;
- Results of audits and inspections of vehicles and facilities;
- Results of training assessments;
- Results of internal safety audits;
- Investigations into safety events, incidents, and occurrences, and;
- FTA and other oversight authority agencies (such as a mandatory information source).

First Transit specific hazard identification processes include five main areas of review:

1. **Environment**
    a. Weather
    b. Road Surface Condition
    c. Visibility
2. **Transit Service Characteristics and Agency Policies**
    a. Equipment Maintenance Policies
    b. Stop Intervals
    c. Route Design
    d. Driver Scheduling
    e. Passenger Demand Schedules
3. **Operator**
    a. Experience
    b. Physical Ability
    c. Personality
    d. Psychological Condition
    e. Physical Condition
4. **Road Layout**
    a. Width
    b. Speed Limit
    c. Geometric Design
    d. Traffic Volume
    e. Capacity
    f. Parking
    g. Adjacent Lane Use
    h. Street Lighting

i. Pedestrian Volume

5. **Hazard Identification – Accident Prevention/Resolution**
   (1) Identify the Hazard
   (2) Remove the Hazard
   (3) When the Hazard cannot be removed, train for the Hazard as a "known condition"

The CSO may conduct further analysis of hazards and consequences to collect information, identify additional consequences, and inform the Accountable Executive which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the CSO may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assess the possible hazardous condition/s, generate visual documentation (photographs and/or video), and take any measurements that are deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (such as records, reports, procedures, inspections, technical documents, etc.);
- Contact other subject matter experts that may have association with or technical knowledge relevant to the reported hazard;
- Review any previously-reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process for safety risk assessment and mitigation. This signifies the CSO's belief that immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of the Environmental Protection Agency or SCDOT environmental protection standards.

SPARTA involves subject matter experts in safety hazard identification processes by matching the experience and expertise of the individual(s) with the type of hazard to be analyzed. For example, if the hazard is operations related, then the primary subject matter experts will be from operations; if the hazard is vehicle maintenance related, that type of hazard requires vehicle maintenance expertise and skills.

Determination of the potential consequences of hazards drives our safety risk assessment activities. Hazards in and of themselves do not cause damage. It is the consequences of hazards that cause injuries and death, destroy property, harm the environment, or impair the ability of a transit provider to deliver transit services. Subject matter experts identify the potential consequences of hazards, keeping in mind that a single hazard could have many potential consequences. Each potential consequence is identified and recorded.

Safety Risk Assessment

SPARTA has processes to assess the safety risk associated with identified safety hazards. These safety risk assessment processes include an assessment of the likelihood and severity of the consequences of

the hazards, including existing mitigations and prioritization of the hazards, based on the safety risk.

Assessing the likelihood and severity of hazard consequences is the first step in prioritizing safety risk. SPARTA established procedures for assessing the safety risk of the consequences of identified safety hazards and prioritizing the hazards based on this safety risk. The agency assesses safety risk in terms of likelihood (the probability of a consequence occurring) and severity (the seriousness of a consequence, if it does occur). A safety risk index provides a rating system to use with a safety risk assessment matrix to prioritize safety risk. The safety risk assessment matrix helps SPARTA determine the probability and severity of consequences and allows for prioritization of safety risk. Appendix E presents the safety risk assessment risk matrix used by SPARTA.

SPARTA chooses subject matter experts to involve in safety risk assessment by matching the experience and expertise of subject matter experts with the type of hazard under assessment. This assessment is carried out under the guidance of the CSO using the safety risk assessment matrix.

Safety risk prioritization is linked to safety risk mitigation creation. Prioritizing our safety risk provides the Accountable Executive with the information needed to make decisions about resource application. It helps SPARTA apply its limited time, financial, and human resources to the highest priority transit safety risk.

The Accountable Executive is the ultimate decision-maker on applying resources to mitigate high priority transit safety risk. Therefore, the CSO is responsible for communicating high priority transit safety risks to the Accountable Executive. SPARTA defined and documented this process that includes criteria for when high priority transit safety risks need to be elevated to the Accountable Executive.

Safety Risk Mitigation

Developing safety risk mitigations to proactively reduce SPARTA's safety risk is the culmination of the safety risk management process. SPARTA established processes to identify mitigations or strategies necessary, as a result of its safety risk assessment activities, to reduce the likelihood and severity of its consequences. The CSO is responsible for guiding and overseeing the subject experts during the risk mitigation process at SPARTA. The Accountable Executive must approve safety risk mitigations requiring additional resources or changes in agency policy.

SPARTA established procedural steps for creating safety risk mitigations to address the potential consequences of its prioritized risk. The steps include how SPARTA determines when safety risk mitigation is necessary, and the job function(s) or position(s) that is responsible for creating mitigations. Within these procedural steps, SPARTA references any forms, to create mitigations and describes how it will record the results of this activity and where these recorded results are stored or maintained.

SPARTA understands that the goal of a mitigation is to reduce assessed safety risk to an acceptable level. It is unrealistic that a transit operation can assume that it will be able to completely eliminate all safety risk.

SPARTA's safety risk mitigation steps include:

- Examining the consequences of hazards and their probability and severity
- Develop strategies to reduce the probability and/or severity of those consequences
- Ensure the strategy can be realistically implemented with available resources
- Turn the strategy into a mitigation plan
- Put the mitigation plan into place
- Create a plan for monitoring the effectiveness of the mitigation

After creating a safety risk mitigation, SPARTA, under the guidance of the CSO, and with the involvement of subject matter experts, develops and documents a strategy for implementing the mitigation. These implementation strategies include:

- who is responsible for implementing the mitigation;
- where the mitigation will reside within agency activities;
- how the mitigation will be implemented, and;
- how long implementation should take.

SPARTA needs to know that its mitigations are working. When SPARTA develops a mitigation, it also defines and documents the way the mitigation will positively impact safety performance so that it can then monitor whether that positive impact is taking place and if the mitigation is effective. Under the guidance of the CSO, the subject matter experts involved in creating a safety risk mitigation also decide on the best ways to monitor the effectiveness of the implemented mitigation by developing and documenting monitoring strategies. These strategies provide consistency in monitoring activities, regardless of whether the mitigation is implemented in operations, maintenance, or administration.

SPARTA understands that successful mitigation implementation and monitoring activities depend on having a process for how it will formally communicate mitigation and monitoring strategies to operations, maintenance, or administration staff who will implement and monitor the mitigations. SPARTA documented this process that is carried out under the guidance and facilitation of the CSO. This communication feeds cross-functional ownership in SMS processes since employees who create the mitigations may not be the same employees that implement and monitor the mitigations.

Strong documentation of safety risk mitigations feeds safety performance monitoring. SPARTA documents how safety risk mitigation activities are carried out and references any forms that it uses during safety risk mitigation activities. The completed records of safety risk mitigation activities are on file with the CSO.

SPARTA's objectives for its hazard resolution process are to:

1. Identify areas where hazard resolution requires a change in the system design, installation of safety devices, or development of special procedures.
2. Verify that hazards involving interfaces between two or more systems have been resolved.
3. Verify that the resolution of a hazard in one system does not create a new hazard in another system.

6. Safety Assurance

SPARTA established processes to:

- Monitor its operations for compliance with and sufficiency of its policies and procedures;
- Ensure that it is performing maintenance consistent with its ability to safely meet its operational requirements;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or that were not implemented as intended;
- Conduct investigations of safety events to identify causal factors, and;
- Monitor the effectiveness of its employee safety reporting program.

First Transit's overall corporate Safety Assurance Process is documented in the First Transit Agency Safety Plan, copies of which are on file on both the Accountable Executive's and CSO's offices. Information contained in the First Transit Corporate Agency Safety Plan supports SPARTA's activities in safety performance monitoring and measurement.

The Accountable Executive and the City of Spartanburg have responsibility for monitoring SPARTA safety assurance processes, procedures, and documentation to ensure its contractor's performance is consistent with the safety performance monitoring and measurement processes described in this ASP.

Safety Performance Monitoring and Measurement

SPARTA has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits;
- Informal inspections;
- Regular review of on-board camera footage to assess drivers and specific incidents;
- Safety surveys;
- ESRP;
- Investigation of safety occurrences;
- Safety review before the launch or modification of any facet of service;
- Daily data gathering and monitoring of data relating to the delivery of service, and;
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends both quarterly and annually by the CSO to determine where corrective actions need to occur. The CSO enters any identified non-compliant or ineffective activities, including any resulting mitigations, back into the SRM process for reevaluation.

Operations Monitoring

The CSO is responsible for ensuring and documenting the system's compliance with, and sufficiency of its operations policies and procedures. SPARTA developed checklists and forms that it uses to drive and document its operations monitoring activities. The CSO maintains this documentation.

Monitoring of compliance with policies and procedures is carried out at the SPARTA's facilities and throughout fixed-route service delivery. The operational areas that SPARTA monitors for compliance with policies and procedures include but are not limited to:

- Bus Operator pre-trip inspections;
- Bus Operator behind the wheel performance;
- Bus Operator passenger assistance;
- Bus Operator emergency response, and;
- Dispatch activities.

When SPARTA's monitoring activities determine a lack of compliance with operations policies and procedures or inadequacies of those policies and procedures, it then uses this information to feed SPARTA's hazard identification and safety risk assessment process.

SPARTA has documented:

- the job functions responsible for the different areas of field observations;
- how it will record the results of field observations;
- where these records are stored, and;
- how it will address hazards or safety issues identified during field observations.

The City of Spartanburg, in partnership with its contractor (First Transit), established and documented emergency procedure checklists that the SPARTA CSO and dispatchers can readily access to help direct their response to Bus Operators who may experience an emergency during revenue service. These procedures include, but are not limited to:

- responding to accidents and incidents;
- evacuating a vehicle under smoke and fire conditions, and;
- reacting to a potentially dangerous passenger and other security threats.

Vehicle Maintenance Monitoring

SPARTA monitors the following areas within vehicle maintenance. It documents all monitoring activities and their results:

- Adherence to preventive maintenance schedules;
- Effectiveness of corrective maintenance activities, and;
- Maintenance-related vehicle road calls.

SPARTA uses RTA Fleet Management Software to document all maintenance on transit vehicles.

Facility Safety Inspections

The SPARTA General Manager/CSO carries out and documents facility safety inspections, shop safety inspections, and HAZMAT inspections using First Transit's "monthly environmental inspection report," among other inspection strategies. The results of these inspections are on file in the CSO's office.

Field Observations of Service Delivery
The CSO documented the processes used to conduct field observations of safety-related aspects of the following elements of service delivery:

- bus stops,
- bus transfer locations, and
- fixed-route schedules and service delivery.

The CSO has overall responsibility for carrying out and documenting this monitoring activity. If deficiencies are noted during the monitoring process, these deficiencies are documented and addressed as a source of proactive hazard identification through SPARTA 's safety risk management processes. The CSO ensures all service delivery monitoring activities are documented and maintains the documentation.

Risk Mitigation Monitoring
The CSO has responsibility for monitoring operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended.

Activities to monitor the effectiveness of safety risk mitigations ultimately assist SPARTA in determining whether:

- the existing mitigation is working as desired;
- the existing mitigation needs some modification to work as desired;
- the existing mitigation is not working and needs to be replaced, or;
- the existing mitigation is no longer needed.

The results of mitigation monitoring activities are made available for further safety risk management activity if needed. Mitigation monitoring documentation is on file in the CSO's office and shared with the Accountable Executive.

Safety Event Investigation
Responsibility for SPARTA's safety event investigation process is shared by the CSO and the City of Spartanburg. Actual performance of safety event investigation, including identifying causal factors, also involves the local law enforcement who responds to accident scenes.

Safety event records provide critical baseline information to support SMS implementation, operation, and safety performance target achievement.

SPARTA, in partnership with its contractor (First Transit), documented procedures for safety event investigation. SPARTA has safety event forms that are consistent with industry standards and used to document the result of a safety event, as well as the subsequent investigation. The safety event documentation is on file in the CSO's office and with the City of Spartanburg.

After safety event investigation is complete, the SPARTA General Manager/CSO, working with the City of Spartanburg, determines whether a safety event was preventable or non-preventable and based on that decision, whether employees involved require discipline.

First Transit procedures for handling safety events include the following:

Accidents/Incidents
Accidents are considered to be any collision that occurs while an Operator is on duty. Operators are to report all accidents and collisions to Dispatch immediately upon occurrence. When reporting to Dispatch, the employee must state that he or she is reporting an accident and then answer any questions asked by Dispatch.

Additionally, an Incident Report must be completed by the Operator involved. Any vehicle defects that may have contributed to an accident shall be included in the report. Employees who fail to report an accident may be subject to disciplinary action up to and including termination. Employees must provide management with any additional accident information immediately upon request.

Incidents
Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to Dispatch. All other incidents and occurrences out of the norm, no matter how slight, are to be reported to Dispatch and written up for management review. Operators Witnessing an Accident shall notify dispatch immediately, even though their vehicle may not be involved.

Required Courtesy Cards
In the event of an accident or an incident, Operators must distribute Courtesy Cards then retrieve as many as possible from passengers and persons in the immediate area of the accident or incident who may have witnessed the event.

Self-Reporting
Self-reporting is also encouraged. Anyone who reports his/her own violation will receive due consideration regarding disciplinary action that may be taken.

Duty to Report Law Enforcement Actions
Employees are required to report any arrests, indictments or convictions to their immediate manager or Human Resources immediately, but no later than prior to the next scheduled work shift, to the extent permitted by applicable law. If the circumstances and the offense charged, in our judgment, present a potential risk to the safety and/or security of our customers, employees, premises and/or property, such events may result in disciplinary or other appropriate action to the extent permitted by applicable law. Operators and safety sensitive employees are required to report all Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) related charges, vehicular collisions, and any moving violation citations received in any vehicle immediately if possible, but no later than prior to their next scheduled work shift, consistent with applicable law.

Possible Disciplinary Actions
Infractions that lead to disciplinary action are categorized into four categories;

- Class 1-Dischargeable Offenses, the most serious and unacceptable behavior;
- Class 2-Serious violations of the performance code;
- Class 3-Secondary violations of the performance code;
- Class 4-Lesser violations of the performance code that may result in disciplinary action depending on the circumstances or repeated violations.

Applying Disciplinary Actions

Although employment may be terminated at-will by either the employee or SPARTA at any time in accordance with applicable law, without following any formal system of discipline or warning, SPARTA may exercise discretion to utilize forms of discipline that are less severe than termination. Whenever an employee is subject to discipline, the employee's work record, including violations occurring in the relevant period, is reviewed before determining the penalty.

Details of SPARTA's reporting requirements, infractions of company policy, and disciplinary actions that may be taken are described in more detail in the "Transit Management of Spartanburg Employee Handbook."

The City of Spartanburg and the CSO takes the process a step further and guides the performance of causal analysis of safety events to help determine if latent organizational factors, beyond individual employee behavior, may have contributed to the event. The results of causal analysis are documented on causal analysis forms, which are on file with the City of Spartanburg and the CSO.

Results of this analysis for causal factors provide potential hazard identification information that may need to be put through SPARTA 's safety risk management process to reduce the potential risk of recurrence of a similar accident or incident.

Employee Safety Reporting Program Monitoring

An effective employee safety reporting program supports hazard identification. The Accountable Executive has ultimate responsibility for monitoring SPARTA's employee safety reporting program. The CSO assists in monitoring the use and effectiveness of the employee safety reporting program by contractor employees.

SPARTA has established and documented the activities it will use on an ongoing basis to monitor whether its employee safety reporting program is effective and achieving desired outcomes. Within this process, SPARTA has established criteria that will determine if the program is performing as desired. Some of the criteria include:

- volume of reports received,
- value of reports received,
- response to reports received in terms of hazard identification risk assessment and risk mitigation,
- how information gathered from the employee safety reporting program is shared and communicated, and
- the timeliness and accuracy of feedback provided to employees who have reported a safety issue or concern.

Documentation on all aspects of monitoring the employee safety reporting program is on file in the CSO's office.

Safety Performance Measurement

The City of Spartanburg and SPARTA are committed to periodically measure SPARTA's safety performance. This measurement includes not only using safety performance indicators to measure the achievement of safety performance targets but also how well SPARTA does in addressing safety risk within every aspect of its service delivery. Documentation of periodic performance measurement

results is on file in the Accountable Executive's and CSO's office.

7. Safety Promotion

First Transit's overall corporate processes for Safety Promotion, including competencies and training and safety communication activities, are documented in the First Transit Agency Safety Plan, copies of which are on file in both the Accountable Executive's and CSO's offices. Information contained in the First Transit Corporate Agency Safety Plan supports SPARTA's activities in competencies and training and safety communication.

The Accountable Executive and the City of Spartanburg have responsibility for monitoring SPARTA's safety promotion processes, procedures, and documentation to ensure First Transit's performance is consistent with the competencies and training and safety communication activities described in this ASP.

Competencies and Training

The CSO and Office Manager have the day-to-day responsibilities for the development, delivery, and documentation of all safety skill competencies and SMS training.

Training Needs Analyses
SPARTA periodically conducts training needs analyses to ensure that training is up-to-date and addresses critical, safety-related concerns. Training needs analyses include the following:

- Reviewing existing job descriptions;
- Identifying which positions have direct responsibility for determining when safety training is needed;
- Determining what SMS roles, responsibilities, and processes are missing from job descriptions, and;
- Updating job descriptions to reflect SMS practices.

New-Hire Bus Operator Training Program
SPARTA currently hires people that already have their CDL and which reduces the length of new-hire training required. New-hire applicants are required to watch videos consisting of:

- First Transit Smith System:
  - Intersections – Among the Most Dangerous Places on Earth
  - The Critical Point
  - Street Smart
  - The Drivers E.D.G.E.
- And other videos:
  - NTI's System Security Awareness for Transit Employees Warning Signs
  - NTI's The Mark
  - The Truth About Drugs: A Documentary

<u>Behind-the-Wheel Training</u>
All prospective Bus Operators go out with the General Manager who reviews all switches in the vehicle and their purpose. They go over what is expected during a pre- and post-trip inspection. Before the

driving test, all prospects are given turn-by-turn directions that include all routes and a review of the farebox manual.

Once the prospect has passed their driving test, they are placed with a Senior Operator who shows them the proper way to drive the vehicle in service. The Senior Operator is in charge of the vehicle at all times. Prospects spend two days per route with a Senior Operator. The Senior Operator uses a training sheet to document all aspects covered during each day.

Final Evaluation

Upon completion of the training program, before an Operator can be placed into service, they must successfully demonstrate their mastery of the skills and practices learned during the training program.

The Office Manager maintains the documentation of all new-hire Bus Operator training.

Bus Operator Refresher Training

SPARTA presently provides periodic Bus Operator refresher training on a variety of topics. The training occurs during quarterly safety meetings or on an as-needed basis. The Office Manager maintains documentation of refresher training.

SPARTA also conducts retraining of its Bus Operators for performance deficits consistent with First Transit's disciplinary and retraining standards. Retraining activities are documented.

Dispatch Training

Dispatchers play a critical role in identifying and responding to hazards, and helping to both proactively and reactively mitigate risk. Training for SPARTA dispatchers primarily consists of mentoring, coaching, and on-the-job training.

Mentoring, coaching, and on-the-job training are very appropriate training approaches, but ones that need to be guided by a structured agenda of topics. SPARTA uses basic checklists to use during on-the-job training, coaching, and mentoring of trainees.

Vehicle Maintenance Training

The CSO ensures mechanics receive formal and on-the-job skill training as needed. The Office Manager maintains documentation of this training.

SMS Orientation

A cross-functional and multi-level understanding of SMS supports all SMS-related activities. Successful SMS implementation and operation require employee involvement and ownership at every level of the agency and within every service-delivery related function. Employees need to understand SMS; what their role is within SMS; and how they, the organization, and customers benefit from SMS success. This knowledge will nurture employee "buy-in."

SPARTA presented SMS orientation during safety meetings for all its contracted employee functions and addressed the implications of SMS for all functions. This initiative addressed SMS with experienced employees. SPARTA has also plugged information on SMS into all new-hire employee orientations. The Office Manager maintains documentation of the SMS orientations.

Safety Risk Management Orientation for Subject Matter Experts
Successful proactive safety risk mitigation begins with subject-matter experts who have a clear understanding of their responsibilities and the skills required to carry them out.

Employees who participate in safety risk management activities as subject matter experts need to understand how to carry out their responsibilities. The CSO makes sure that subject-matter experts are oriented on their safety risk management responsibilities, the desired outcomes of safety risk management activities, and the importance of the effort to transit safety performance.

Orientation on Employee Safety Reporting Program
An effective employee safety reporting program is one of the most important tools for hazard identification.

The City of Spartanburg and SPARTA 's employee safety reporting program, at a minimum, provides the following information:

- the purpose and benefits of the program;
- guidelines on the types of safety concerns and issues employees should report;
- the reporting methods available to employees (how to report);
- an explanation of how the information will be managed and shared;
- the protections for employees who report safety concerns;
- a description of the operational behaviors that are not protected and may result in discipline, and;
- the agency's commitment to providing feedback on reported safety concerns.

Information on the employee safety reporting program is provided during safety meetings and during new-hire Bus Operator training. These orientations are documented, and attendance noted.

Training Documentation
Training documentation is a source of hazard identification.

Training documentation provides formal proof that employees were trained and shows that employees received timely certification and recertification in critical skill areas. Up-to-date training documentation also assists SPARTA in forecasting future training schedules.

SPARTA's training documentation includes:

- records of training needs analysis for lesson plan development;
- curricula for initial and refresher training;
- training schedules and records of all completed training;
- procedures for revising training materials;
- course assessment materials, and;
- copies of individual employee training records.

SPARTA's records of course completion include:

- date the training was held;

- content covered during the training session;
- length of the session;
- training format, and;
- signatures of instructor and trainee.

The Office Manager maintains records of training documentation and course completion.

Safety Communication

The Accountable Executive is ultimately responsible for ensuring the distribution and communication of safety and safety performance information to contractor employees, City Management, and appropriate job functions within the City.

Safety communication provides a foundation to build SMS processes and activities. SPARTA has ensured that contractor employees are aware of information relevant to their safety-related roles and responsibilities. This information includes explanations of changes to policies, activities, or procedures.

Safety Meetings
An effective employee safety meeting process provides a strong platform for safety-related communication and dialogue, identification of safety hazards, concerns, and issues, and the delivery of refresher training.

SPARTA holds quarterly employee safety meetings, which can include safety-related refresher training. Agendas for these meetings are documented.

Documentation of the safety meeting process includes:
- how often SPARTA schedules employee safety meetings;
- the job functions that are required to attend meetings;
- how SPARTA chooses topics to discuss during the meetings, and;
- how SPARTA addresses those topics within the employee safety meeting.

The Office Manager maintains documentation of agendas and attendance at safety meetings.

Organization-Wide Communication of Safety Hazard and Safety Risk Information
A goal of safety risk management processes is to reduce safety risks for employees and customers. Safety-sensitive employees are always vulnerable to the consequences of safety hazards within the transit environment. Timely reporting to employees of newly identified safety hazards and the safety risks those hazards present can help reduce that vulnerability.

SPARTA has documented procedures for communicating hazards. These procedures include in-person communication with Bus Operators and Mechanics, radio communication between the dispatcher and Bus Operators, and placing memos relating to safety hazards and safety risks into contracted employees' mailboxes.

Communication about Safety Risk Mitigations
The CSO is responsible for informing the Accountable Executive and contracted employees about the safety risk mitigations SPARTA is putting into effect. The reasons SPARTA provides this information are:

- it tells employees that the transit agency is doing all it can to reduce risk;
- it brings attention to employee roles and responsibilities that may be affected by new mitigations, and;
- informed employees are better situated to be a source of information on determining how well mitigations are working.

Organization-Wide Communication of Agency Safety Performance
Transit agencies implement SMS to help them continuously improve their safety performance. Communicating agency safety performance information promotes employee "buy-in" to SMS processes, thus further improving the agency's overall safety performance.

SPARTA contractor employees should have ownership of safety. The Accountable Executive periodically communicates statistics on the agency's overall safety performance to the City Council, all appropriate City employees, and contractor employees. This includes providing information on SPARTA 's status related to achieving its safety performance targets.

Additional Information

SPARTA maintains documents that describe the programs, policies, and procedures it uses to carry out its agency safety plan. It also maintains documents not included or referenced elsewhere in this safety plan, related to the implementation of the transit agency's SMS, as well as results from SMS processes and activities.

These documents will be maintained for at least three years after their creation and made available upon request by the FTA, other federal entities, or the SCDOT. The Accountable Executive will be a primary point of contact when providing Agency Safety Plan-related information to external agencies to ensure access to these documents.

Appendix A: Definitions

Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means any Accident, Incident, or Occurrence (see also "safety event").

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident means an event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Event means any Accident, Incident, or Occurrence (see also "event").

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk assessment (SRA) means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

Transit agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost- effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Appendix B: Acronyms and Abbreviations

Acronym or Abbreviation	Meaning
ADA	Americans with Disabilities Act
ASP	Agency Safety Plan
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
CSO	Chief Safety Officer
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization
PTASP	Public Transportation Agency Safety Plan
SCDOT	South Carolina Department of Transportation
SMPS	Safety Management Policy Statement
SMS	Safety Management System
SPATS	Spartanburg Area Transportation Study
SRM	Safety Risk Management

Appendix C: City of Spartanburg City Council ASP Approval Documentation

Appendix D: Certification Documentation

Appendix E: Safety Risk Assessment Matrix

Category 1 - Catastrophic: operating conditions are such that human error, design deficiencies, element, subsystem or component failure, or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation.

Category 2 - Critical: operating conditions are such that human error, subsystem or component failure, or procedural deficiencies may cause severe injury, severe occupational illness, or major system damage and require immediate corrective action.

Category 3 - Marginal: operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.

Category 4 - Negligible: operating conditions are such that human error, subsystem, or component failure or procedural deficiencies will result in less than minor injury, occupational illness, or system damage.

The next step in assessing the hazard is to determine the probability of it occurring. Probability is determined based on the analysis of transit system operating experience, evaluation of SPARTA safety data, the analysis of reliability and failure data, and/or from historical safety data from other passenger bus systems. The following chart describes the probability categories.

Probability of Occurrence of a Hazard			
Description	Probability Level	Frequency for Specific Item	Selected Frequency for Fleet or Inventory
Frequent	A	Likely to occur frequently	Continuously experienced.
Probable	B	Will occur several times in the life of the item	Will occur frequently in the system
Occasional	C	Likely to occur sometime in the life of an item	Will occur several times in the system
Remote	D	Unlikely but possible to occur in life of an item	Unlikely but can be expected to occur
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced	Unlikely to occur but possible

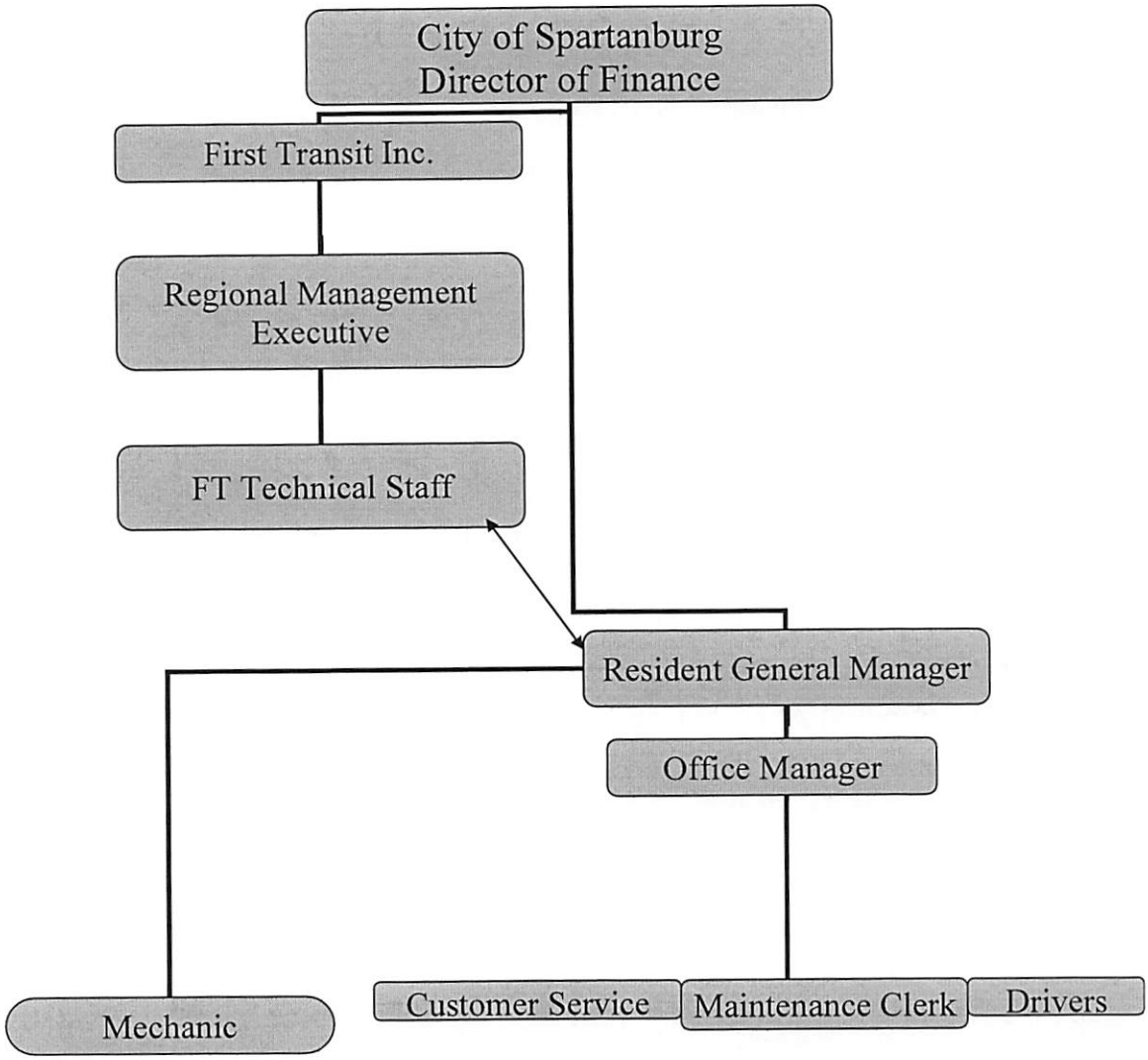
Identified hazards are placed into the following Risk Assessment Matrix to enable the decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

Hazard Frequency	Severity Category 1	Severity Category 2	Severity Category 3	Severity Category 4
Frequent (A)	1A	2A	3A	4A
Probable (B)	1B	2B	3B	4B
Occasional (C)	1C	2C	3C	4C
Remote (D)	1D	2D	3D	4D
Improbable (E)	1E	2E	3E	4E

Based on company policy and the analysis of historical data, First Transit has made the following determinations regarding risk acceptance.

Hazard Risk Index	Criteria by Index
1A, 1B, 1C, 2A, 2B, 3A	Unacceptable
1D, 2C, 2D, 3B, 3C	Undesirable (Management decision)
1E, 2E, 3D, 3E, 4A, 4B	Acceptable with Management Review
4C, 4D, 4E	Acceptable without Management Review

Appendix G: Organizational Chart



XI.

REQUEST FOR COUNCIL ACTION

TO: Mayor and Members of City Council

FROM: Connie Kellner, City Clerk/Clerk to Mayor and Council

SUBJECT: City of Spartanburg Boards and Commissions Update

DATE: June 22, 2020

BACKGROUND: City Council annually reviews term expirations of individuals who are appointed by Council to serve on City of Spartanburg Boards and Commissions.

ACTION REQUESTED: Review status of boards and commissions. Consider reappointment of individuals who are eligible to serve another term. Establish interview committee due to multiple applications for limited vacancies.

Boards and Commissions
2020-2021 Summary of Vacancies

Accommodations Tax Advisory Committee — 1 vacancy
1 application for 1 vacancy
(Jeff Simons)

Airport Advisory Committee — 4 vacancies
Members who are eligible and want to serve another term — 3 eligible to serve another term
(Michael Bradley, Chris Pelkey, Timothy Lankford) — 1 served max term
1 application received for 1 remaining vacancy
(Charlie Hodge)

Board of Architectural Design and Historic Review — 4 vacancies
Members who are eligible and want to serve another term
(Meg Reid and Melissa Walker) — 2 eligible to serve another term
3 applications received for 2 remaining vacancies — 2 served max terms
(Glory Boozer, Kenneth Brown, and Anne Rodrick)

Bicycle and Pedestrian Committee — 4 vacancies
Members who are eligible and want to serve another term — 2 eligible to serve another term
(Ralph Hilsman, Blake Loudermilk) — 1 served max term
3 applications received for 1 remaining vacancy
(Melissa Coy, Maddi Currier and Jay Pingley)

Civil Service Commission
1 application for alternate vacancy — 1 vacancy for alternate
(Luther Nesbitt III)

Design Review Board — 2 vacancies
1 member eligible and wants to serve another term — 1 eligible to serve another term
(Kevin DeMark, current Board Chair) — 1 served max term
3 applications for 1 remaining vacancy
(Austin Donahoo, Tudi Holmes, and Lauren Rogers)

Hospitality Tax Committee — 3 vacancies
No eligible members want to serve another term — 3 eligible to serve another term
3 applications for 3 vacancies
(Melissa Coy, Ryan Langley, and Kate McMullen)

Planning Commission — 3 vacancies
1 member eligible and wants to serve another term — 1 eligible to serve another term
(Phillip Stone) — 2 resignations
7 applications for remaining 2 vacancies
(Monier Abusaft, Don Bramblett, Garrett Cash, Joe Pinilla, Janie Salley, Warwick Spencer, and Lekesa P. Whitner)

Public Safety Committee
1 member eligible and wants to serve another term
(Michael Byers)
3 applications for remaining 3 vacancies
(Nelson Irey, Nikki Smith and Richard Swanson)

4 vacancies
2 eligible to serve another term

Zoning Board of Adjustments and Appeals
1 member eligible and wants to serve another term
(Leana Melnichuk)
No applications for remaining vacancy

2 vacancies
1 eligible to serve another term
1 served max term