



CITY OF SPARTANBURG

SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
CC Woodson Recreation Center Gym
210 Bomar Avenue
Spartanburg, SC
Monday, September 14, 2020
5:30 p.m.

- I. **Moment of Silence**
- II. **Pledge of Allegiance**
- III. **Approval of the Minutes from the August 24, 2020 City Council Meeting**
- IV. **Approval of the Agenda for the September 14, 2020 City Council Meeting**
- V. **Public Comment**
*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
- VI. **Update on Census Participation Efforts**
Presenter: Kathryn Harvey, Principal & Founder Neue South Collective
- VII. **Public Hearing**
 - A. **ORDINANCE ACCEPTING THE PROPERTY OWNED BY MARK III PROPERTIES, LLC, AND NVR INC. BEING LOCATED AT THE INTERSECTION OF CEDAR SPRINGS ROAD AND OLIVIA SPRINGS DRIVE, AND THAT PORTION OF CEDAR SPRINGS ROAD AND OLIVIA SPRINGS DRIVE ABUTTING SAID PROPERTIES, AND IS FURTHER IDENTIFIED ON SPARTANBURG COUNTY TAX MAP AS : 7-21-00; 025.01, 025.02, 025.03, 025.04, 025.05, 025.06, 025.07, 025.08, 025.09, 025.10, 025.11, 025.12, 025.13, 025.14, 025.15, 025.16, 025.17, 025.18, 025.19, & 025.20 AS A PART AND PARCEL OF THE CITY OF SPARTAN-BURG AND DECLARING SAID PROPERTY ANNEXED TO AND A PART AND PARCEL OF THE CITY OF SPARTANBURG (First Reading)**
Presenter: Natalia Rosario, Planner
- VIII. **Consent Agenda**
 - A. **Adopting and Enacting a New Code for the City of Spartanburg, South Carolina; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation There of; Providing for the Manner of Amending Such Code; and Providing When Such Code and This Ordinance Shall Become Effective (Second Reading)**
Presenter: Robert P. Coler, City Attorney

IX. Resolutions

- A. To Authorize the City Manager to Develop the Organizational Plan for Establishing a Non-Profit Affordable Housing Trust Fund and Execute an Agreement with CommunityWorks for its Operation
Presenter: Chris Story, City Manager**
- B. To Authorize the City Manager to Execute an Agreement with South Carolina Family Entertainment, LLC and National Sports Services, LLC for the Use of Duncan Park for a Summer Baseball League
Presenter: Chris Story, City Manager**
- C. Accepting the Donation of Property Located at Heywood Avenue (Block Map Sheet 7-12-04-100.00)
Presenter: Robert Coler, City Attorney**

**X. Award of Engineering Services for Mary Black Rail Trail Extension
Presenter: Tim Carter, Engineering Administrator**

**XI. Boards and Commissions – Spartanburg Housing Authority
Presenter: Connie Kellner, City Clerk**

**XII. Approval of Hospitality Tax Discretionary Grants
Presenter: Christopher George, Communications Manager**

**XIII. Staff Covid19 Update
Presenter: Chris Story, City Manager**

XIV. City Council Updates

XV. Executive Session to Discuss Appointments by a Public Body Related to a Commission of the City of Spartanburg Pursuant to SC Code of Laws Section 30-4-70(a)(1)

XVI. Adjournment

** Non-Agenda Items*

City Code Sec. 2-57. Citizen Appearance. Any citizen of the City of Spartanburg may speak at a regular meeting on any matter pertaining to City Services and operations germane to items within the purview and authority of City Council, except personnel matters, by signing a Citizen's Appearance form prior to the meeting stating the subject and purpose for speaking. No item considered by Council within the past twelve (12) months may be added as an agenda item other than by decision of City Council. The forms may be obtained from the Clerk and maintained by the same. Each person who gives notice may speak at the designated time and will be limited to a two (2) minute presentation.

**Agenda Items*

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



**City Council Meeting
CC Woodson Recreation Center Gym
210 Bomar Avenue
Spartanburg, SC
Monday, August 24, 2020
5:30 p.m.**

**(These minutes are subject to approval
at the September 14, 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, Meghan Smith, Jamie Fulmer 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 August 10, 2020 City Council Meeting –**
Councilmember Rice made a motion to approve the minutes as received.
Councilmember Brown seconded the motion, which carried unanimously 7 to 0.
- IV. Approval of the Agenda for the August 24, 2020 City Council Meeting –**
Councilmember Smith made a motion to approve the agenda as received.
Councilmember Rice seconded the motion, which carried unanimously 7 to 0.
- V. Public Comment**
*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
 - 1. Charles Mann, 355 Faulkner Dr., Moore, SC,** made comments on racism.
 - 2. Annie Kerns, 293 S. Converse Street, Spartanburg, SC,** made comments regarding a fence issue she has with the city.
 - 3. Lauren Hensley, 207 Woodgrove Trace, Spartanburg, SC,** made comments regarding keeping businesses updated.
 - 4. Jason Spencer, 179 Grady Avenue, Tryon, NC,** made comments regarding the city’s comprehensive plan.
- VI. Recognition of City of Spartanburg Retiring Police Officer MPO Les Lindsey**
Presenter: Mayor Junie White
Mayor White read MPO Lindsey’s work summary and congratulated him on his retirement.

VII. Proclamation Recognizing August as Black Business Month

Presenter: Mayor Junie White

Mayor White read the proclamation and recognized several Black Business owners who were in attendance.

VIII. Consent Agenda

- A. To Enter into a Franchise Agreement with Verizon Wireless to Construct, Install, Maintain, Repair, Operate, Relocate, Replace and Remove Certain Small Wireless Facilities Using the Rights of Way in the City of Spartanburg, South Carolina (Second Reading)**

Mayor pro tem Littlejohn made a motion to approve the consent agenda on second reading. Councilmember Fulmer seconded the motion, which carried unanimously 7 to 0.

IX. Emergency Ordinance Extension

- A. Extension of the Emergency Ordinance Passed by City Council on June 26, 2020 Requiring Individuals to Wear Face Coverings in Certain Circumstances, and Matters Related Thereto. (One Reading)**

Presenter: Robert P. Coler, City Attorney

Mr. Coler presented the item to Council as follows:

“City Council met on June 26, 2020 to enact an emergency ordinance requiring individuals to wear face coverings in a grocery store, pharmacy, restaurants, retail stores, salons, barber shops, and grocery stores. The ordinance also outlined that all persons entering City Hall, the Police Department, the Fire Department, the Community Services Building, the Public Works building, the Sparta Passenger Center, and all City buses are required to wear a mask. Per the South Carolina Department of Health and Environmental Control as of August 17, 2020 the trend in incidence rate of Covid 19 in Spartanburg County is decreasing. In order to protect, preserve and promote the general health, safety, and welfare and the peace and order of the Community, the City wants to continue to take steps to try to protect the citizens and employees of the City from increased risk of exposure by continuing to require face mask in certain circumstances.

ACTION REQUESTED: City Council to approve the ordinance extending the requirement of mask wearing in the aforementioned places beginning August 24, 2020 and expiring automatically on the 61st day after enactment.”

Councilmember Smith made a motion to approve the Emergency Ordinance as presented. Mayor pro tem Littlejohn seconded the motion, which carried unanimously 7 to 0.

X. Ordinance

A. Adopting and Enacting a New Code for the City of Spartanburg, South Carolina; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation There of; Providing for the Manner of Amending Such Code; and Providing When Such Code and This Ordinance Shall Become Effective (First Reading)

Presenter: Robert P. Coler, City Attorney

Mr. Coler presented the item to Council as follows:

“City Attorney, City Clerk, and other departments within the City reviewed and researched at length the current Code for the City of Spartanburg. The Code of the City of Spartanburg was last codified on August 3, 1988. Numerous sections of the Code were outdated or State Law had passed that superseded the City law. In light of these conversations and research, we gathered all ordinances passed since 1988 and up until October 28, 2019 and submitted to Municode for codification. Municode has provided us with an up to date Code and will place online once the Ordinance is enacted.

ACTION REQUESTED: City Council to approve the ordinance adopting and enacting a New Code for the City of Spartanburg, South Carolina.

BUDGET AND FINANCIAL DATA: Codification fees (including legal analysis, organization of Code, final print copies and initial web link) \$13,000.00”
After discussion, Councilmember Fulmer made a motion to approve the ordinance as presented on first reading. Councilman Rain seconded the motion, which carried unanimously 7 to 0.

XI. Resolution

**A. Approving Purchase of Property at Norris Court
(Tax Map Parcel Number 7-16-05-208.00)**

Presenter: Martin Livingston, Neighborhood Services Director

Mr. Livingston presented the item to Council as follows:

“Moore-Ward Properties, the owners of property located at Norris Court (7-16-05-208.00) is interested in selling property to the City of Spartanburg for \$1,500.00. The appraisal of the property is \$1,500. The property is located in the Highland Neighborhood. Purchase of the property is for the implementation of the Highland Transformation Plan. Purchase of the property is subject to clear title.

ACTION REQUESTED: Approval of Resolution to purchase the property from Moore Ward Properties, the owner of property located at Norris Court (7-16-05-208.00) in the Highland Neighborhood.

BUDGET & FINANCIAL DATA:

Recording Fees: \$10.00

Estimated annual maintenance: \$300.00”

After discussion, Councilmember Rice made a motion to approve the resolution as presented. Mayor pro tem Littlejohn seconded the motion, which carried unanimously 7 to 0.

XII. Update on 2020 Activities of the Public Services Department

Presenter: Mitch Kennedy, Assistant City Manager

Mr. Kennedy updated Council on past and present work ethic and successes of the following departments:

1. Streets and Stormwater
2. Fleet Maintenance
3. Grounds Maintenance
4. Traffic Services
5. Solid Waste/Green Waste

Council received the report as information.

XIII. Update on Comprehensive Plan Process

Presenter: Natalia Rosario, Planner

Ms. Rosario presented the item to Council as follows:

“Since the Spring, City staff have been working with the consultants from Town Planning and Urban Design Collaborative to complete the preliminary work required before launching a comprehensive planning initiative. The Think Tank (or steering committee) has been formed and has met once already; their primary duty at this time involves recruiting people to be involved in the plan, and to brainstorm creative and safe ways to engage the public throughout this process.

To date, the planning process website has launched, and can be found at www.planspartanburg.com – interested citizens can create an account and begin providing us feedback on what they want to see in Spartanburg, and more activities/forums will be added as we progress through the public engagement this fall.

Please see the schedule for larger presentations, workshops, and the weeklong Planapalooza below, keeping in mind that city staff will be reaching out to foster and support smaller feedback sessions involving Neighborhood Associations, religious institutions, non-profit institutions, local businesses, schools, and any other group, collaborative, or individual involved in the life of the city. Staff will also be supplying anyone interested with “On The Table” materials, to enable them to run their own feedback meetings with small groups of friends or family, which will then be returned to staff and utilized to inform the plan.

Project Kick-off Presentation: Wednesday September 9th, 2020; this will be a brief online presentation in the evening, giving an overview of the project and the website, to show people how to participate in upcoming events. It will be live and recorded, so people can ask questions after the presentation or submit them later.

Visioning Workshops September 28th or 29th, 2020 (staff will also do something in-person the weekend of the 26th-27th if possible) – these will be a series of online activities, with brief presentations explaining the purpose of each, to the public.

Planapalooza: Thursday Oct 22nd to Monday Oct 26th (opening presentation on the evening of the 22nd, online technical meetings on the 23rd and 24th, work-in-progress summary presentation mid-week (the 28th or 29th))

ADDITIONAL INFORMATION: *Think Tank Member List*

Araceli Hernandez-Laroche – USC Upstate, Hispanic Alliance

Laura Henthorn – Mark III Development

Shaunte Evans – Spartanburg Housing Authority

Russel Booker – Spartanburg Academic Movement

Jared Wilson – City Planning Commission Chair

Ralph Settle – Colliers Intl.

Marquice Clark – School District 7

Jalitha Moore – Spartanburg County Chamber of Commerce

Antiwan Tate – My Brother’s Keeper

Hannah Jarrett – United Way of the Piedmont

Wesley Hammond – Chair, Citizens Advisory Committee

Toni Sutton – Neighborhood Association President, South Converse Neighborhood

Council received the report as information.

XIV. Briefing on Policing Policy Update

Presenter: Chris Story, City Manager

Police Chief Alonzo Thompson

Chief Thompson updated Council on the #8cantwait City of Spartanburg Police Department policies. He explained policy on each of the following:

1. De-escalation requirement
2. Has use of force continuum
3. Ban on chokeholds and strangleholds
4. Warning before shooting
5. Restricts shooting at moving vehicles
6. Requires that all other means are exhausted before shooting
7. Duty to intervene
8. Requires comprehensive reporting

Council received the report as information.

XV. Staff Covid19 Update

Presenter: Chris Story, City Manager

Mr. Story updated Council on procedures currently used and others that have been implemented during the pandemic.

Council received the report as information.

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

XVII. Executive Session Pursuant to Section 30-40-70 (a) (2) of the South Carolina Code to Receive Legal Advice

Mayor pro tem Littlejohn made a motion to adjourn to Executive Session.

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

Council adjourned to Executive Session at 7:43 p.m.

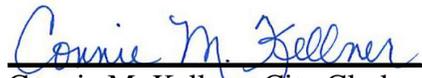
Council reconvened at 8:47 p.m. Mayor White stated that discussion was held with no decisions made.

XVIII. Adjournment –

Councilmember Rice made a motion to adjourn the meeting. Mayor pro tem

Littlejohn seconded the motion, which carried unanimously 7 to 0. The meeting

adjourned at 8:49 p.m.



Connie M. Kellner, City Clerk



REQUEST FOR COUNCIL ACTION

TO: Chris Story, City Manager

FROM: Natalia Rosario, Planning Staff

SUBJECT: The Planning Department has received a request to consider Annexation and Zoning of the Olivia Springs Subdivision, from unzoned to R8: General Residential District. The properties are identified by tax parcel ID as follows: 7-21-00; 025.01, 025.02, 025.03, 025.04, 025.05, 025.06, 025.07, 025.08, 025.09, 025.10, 025.11, 025.12, 025.13, 025.14, 025.15, 025.16, 025.17, 025.18, 025.19, & 025.20. Applicant and Developer, Jay Beeson on behalf of Mark III Development & NVR Inc. DBA Ryan Homes, Owners.

DATE: Wednesday, September 9, 2020

SUMMARY: On Thursday, August 20, 2018, The Planning Commission held a public hearing and reviewed an annexation and zoning designation request submitted by Mark III Development Owner/Developer, to annex parcels #7-21-00; 025.01, 025.02, 025.03, 025.04, 025.05, 025.06, 025.07, 025.08, 025.09, 025.10, 025.11, 025.12, 025.13, 025.14, 025.15, 025.16, 025.17, 025.18, 025.19, & 025.20 into the City of Spartanburg and to zone said parcels as R-8 PDD: General Residential Planned Development District upon annexation, in order for proposed Buyer/Developer to construct a single-family home development consisting of 144 units.

On Thursday, August 20 of 2020, the Planning Commission held a public hearing and reviewed this annexation and zoning request and voted to recommend the request favorably to City Council. Please note that the property is currently vacant, and the developer has provided preliminary civil site plans, and intends to meet or exceed City of Spartanburg buffer, open space, and walkability standards. Please note that Phase 1 of the project was reviewed and accepted by the Spartanburg County Planning Department, and subsequent phases of the project will undergo review by the City of Spartanburg Planning Department; however the site was discussed with the City prior to beginning development with the intent of eventually being annexed to the City, and the Phase 1 portion of the site as well as expectations for the subsequent phases were tailored to the City Land Development Regulation specifications.

The 2004 Comprehensive Plan does not speak on the proposed future use and zoning of this parcel, as it has never been located within City Limits. However, the surrounding area consists of single family neighborhoods and neighborhood commercial shopping, so the proposed use is consistent with the area land-use.

PLANNING COMMISSION RECOMMENDATION: The request was endorsed by the Planning Commission on August 20, 2020 by a vote of 5 to 0. Staff's recommendation concerning this application is explained in detail in the attached staff report to the Planning Commission.

ADDITIONAL INFORMATION: Minutes from the August 20, 2020 Planning Commission Meeting and Staff Report with attachments are included. In addition, enclosed is a proposed Ordinance in the event that Council approves Annexation and Zoning Designation.

BUDGET AND FINANCE DATA: N/A

AN ORDINANCE

ACCEPTING THE PROPERTY OWNED BY MARK III PROPERTIES, LLC, AND NVR INC. BEING LOCATED AT THE INTERSECTION OF CEDAR SPRINGS ROAD AND OLIVIA SPRINGS DRIVE, AND THAT PORTION OF CEDAR SPRINGS ROAD AND OLIVIA SPRINGS DRIVE ABUTTING SAID PROPERTIES, AND IS FURTHER IDENTIFIED ON SPARTANBURG COUNTY TAX MAP AS : 7-21-00; 025.01, 025.02, 025.03, 025.04, 025.05, 025.06, 025.07, 025.08, 025.09, 025.10, 025.11, 025.12, 025.13, 025.14, 025.15, 025.16, 025.17, 025.18, 025.19, & 025.20 AS A PART AND PARCEL OF THE CITY OF SPARTAN-BURG AND DECLARING SAID PROPERTY ANNEXED TO AND A PART AND PARCEL OF THE CITY OF SPARTANBURG.

WHEREAS, heretofore, the City of Spartanburg, on July 17, 2020 received a request for Annexation and Zoning Classification, filed by Jay Beeson, on behalf of Mark III Properties and NVR Inc., Applicant, Developer, and Owner, requesting that the properties as above referenced be annexed to the City of Spartanburg; and

WHEREAS, the City Council of Spartanburg has caused an investigation to be made of said property and has found that said properties are contiguous to the City of Spartanburg and that it would be in the best interest of the City of Spartanburg if said property be annexed hereto in accordance with Section 5-3-150 of the Code of Laws of South Carolina, 1976; 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: That the request of Jay Beeson, on behalf of Mark III Properties and NVR. Inc, dated July 17th, 2020, for the annexation of the properties hereinafter described to the City of Spartanburg be accepted.

Section 2: That the property hereinafter described is hereby declared annexed to the City of Spartanburg and a part and parcel of said City with full privileges accorded to and responsibilities required of said area.

Section 3: That said property is described as follows:

All that certain piece, parcel or tract of land lying situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 37.5 acres, more or less, on a survey entitled "Property of Sallie O. Johnson" prepared by Gooch & Taylor, Surveyors, dated November 16, 1953 and recorded in Plat Book 30 at Pages 198-199 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

AND ALSO:

All those certain pieces, parcels or tracts of land lying situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot Nos. 6-16 abutting Olivia Drive on a survey entitled "Property of Sallie O. Johnson" prepared by Gooch & Taylor, Surveyors, dated November 16, 1953 and recorded in Plat Book 30 at Pages 198-199 in the

Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to L. Terrell Sovey, as Trustee of LTS Associates Charitable Remainder Unitrust, U/A dated November 17, 2017 by deed of L. Terrell Sovey dated November 17, 2017 and recorded in Deed Book 117-U at page 356 in the Office of the Register of Deeds for Spartanburg County.

Tax Map Number: 7-21-00-025.00

AND ALSO:

All that certain piece, parcel or tract of land lying situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot 2 containing 7.64 acres, more or less, on a survey entitled "Subdivision for Sallie O. Johnson" prepared by Gooch & Taylor, Surveyors, dated November 27, 1946 and recorded in Plat Book 21 at Pages 150-151 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

LESS AN DEXCEPTING THEREFROM all that certain piece, parcel or tract of land lying situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 1.11 acres, more or less, on a survey prepared for Paul J. Belden & Linda K. Belden by Neil R. Phillips, RLS, dated February 5, 1979 and recorded in Plat Book 82 at Page 803 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to L. Terrell Sovey, as Trustee of LTS Associates Charitable Remainder Unitrust, U/A dated November 17, 2017 and recorded in Deed Book 117-U at Page 356 in the Office of the Register of Deeds for Spartanburg County.

Tax Map Number 7-21-00-024.02

AND ALSO:

All that certain piece, parcel or tract of land lying situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 1.11 acres, more or less, on a survey prepared for Paul J. Belden & Linda K. Belden by Neil R. Phillips, RLS, dated February 5, 1979 and recorded in Plat Book 82 at Page 803 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to L. Terrell Sovey, as Trustee of LTS Associates Charitable Remainder Unitrust, U/A dated November 17th, 2017 and recorded in Deed Book 117-U at Page 256 in the Office of the Register Deeds for Spartanburg County.

Tax Map Numbr 7-21-00-024.01

AND ALSO:

All that certain piece, parcel or tract of land lying situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot 3D containing 3.2 acres,

more or less, on a survey entitled "Property of Sallie O. Johnson" prepared by Gooch & Taylor, Surveyors, dated November 16, 1953 and recorded in Plat Book 30 at Pages 198-199 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to I. Terrell Sovey, as Trustee of LTS Associates Charitable Remainder Unitrust, U/A dated November 17, 2017 by deed of L. Terrell Sovey dated November 17, 2017 and recorded in Deed Book 117-U at Page 256 in the Office of the Register of Deeds for Spartanburg county.

Tax Map Number 7-21-00-024.00

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining;

TO HAVE AND TO HOLD all and singular the said premises before-mentioned unto the said Grantee(s), and the Grantee's(s') heirs (or successors) and assigns forever. And the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular the said premises unto the Grantee(s) and the Grantee's(s') heirs (or successors) and assigns, against the Grantor(s) and the Grantor's(s') heirs (or successors) and against every person whomever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

The County Block Map Number of the above tract of land is 7-21-00; 025.01, 025.02, 025.03, 025.04, 025.05, 025.06, 025.07, 025.08, 025.09, 025.10, 025.11, 025.12, 025.13, 025.14, 025.15, 025.16, 025.17, 025.18, 025.19, & 025.20. (See attached plat).

Section 4: That upon annexation, the property shall be zoned as Zone R-8 (General Residential District).

Section 5: This Ordinance shall be effective upon its adoption by the City Council of the City of Spartanburg, South Carolina.

DONE AND RATIFIED THIS ____ DAY OF _____, 2020.

Junie L. White, Mayor

ATTEST:

Connie M. Kellner, City Clerk

APPROVED AS TO FORM:

Robert P. Coler, City Attorney

__/__/__ (First Reading)

__/__/__ (Second Reading)

LEGEND

○	IPF	IRON PIN SET (5/8" REBAR)
○	IPF	IRON PIN FOUND
●	PT.	POINT
---	R/W	RIGHT-OF-WAY
---	B/L	BUILDING SETBACK LINE
---	S/S ESMT	SANITARY SEWER EASEMENT
---	S/D ESMT	STORM DRAINAGE EASEMENT
○	SS	SEWER MANHOLE
---	SS	SANITARY SEWER LINE
---	---	ADDRESS NUMBER
---	---	CATCH BASIN
---	---	STORM DRAIN PIPE

PARCEL# 7-21-00-016.00
N/F
STONEHAVEN MHP LLC
DB 106N-706
PB 103-269
LAND USE: MOBILE HOME PARKS

OPEN SPACE
268,760 SF±
6.17 ACRES±

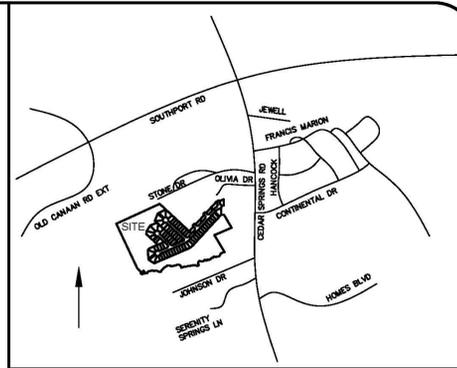
PARCEL# 7-21-00-005.00
N/F
WALTON SOUTH CAROLINA LLC
DB 118K-613
PB 119-204
LAND USE: NON-COMMERCIAL FOREST DEVELOPMENT

PARCEL# 7-21-00-036.00
N/F
BILLY J. HAGUEWOOD, JR.
DB 111Q-767
PB 20-84
LAND USE: RESIDENTIAL SINGLE-FAMILY

PARCEL# 7-21-00-035.00
N/F
KAREN L. COLLINS WRIGHT
DB 101F-775
LAND USE: RESIDENTIAL SINGLE-FAMILY

PARCEL# 7-21-00-034.00
N/F
KEVIN P. MILLS
DB 571-46
PB 24-162
LAND USE: RESIDENTIAL SINGLE-FAMILY

PARCEL# 7-21-00-033.00
N/F
A.B. HAGGARD
DB 18P-43
LAND USE: RESIDENTIAL SINGLE-FAMILY



LOCATION MAP - NOT TO SCALE

FINAL PLAT

CERTIFICATE OF OWNERSHIP AND DEDICATION

"I (WE) THE UNDERSIGNED, AS OWNER(S) OF THIS PROPERTY DO HEREBY ADOPT THIS PLAT OF MY (OUR) FREE CONSENT. I (WE) HEREBY GRANT THE EASEMENTS AND OFFER FOR DEDICATION THE STREET RIGHTS-OF-WAY OF THIS SUBDIVISION AND ESTABLISH MINIMUM SETBACK RESTRICTIONS AS INDICATED ON THIS PLAT AND IN ACCORDANCE WITH THE ORDINANCES OF THE COUNTY OF SPARTANBURG, PROVIDED THIS PLAT IS RECORDED WITHIN 90 DAYS OF THE DATE OF APPROVAL."

OWNER NAME	_____	SIGNATURE	_____
DATE	_____	PRINTED NAME	_____
		TITLE	_____

CERTIFICATE OF ACCURACY

I, JAMES R. FREELAND, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM THE DEED DESCRIPTION IN BOOK 120C, PAGE 837, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE COUNTY OF SPARTANBURG SUBDIVISION REGULATIONS AS ADOPTED.

DATE	_____	LICENSED ENGINEER OR REGISTERED SURVEYOR	_____
		S.C. REGISTRATION NO. 4781	_____

PRELIMINARY

CERTIFICATE OF APPROVAL FOR RECORDING

"I, THE UNDERSIGNED, CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN THE COUNTY OF SPARTANBURG SUBDIVISION ORDINANCE AND OTHER DEVELOPMENT REQUIREMENTS OF THE COUNTY OF SPARTANBURG WITH THE EXCEPTION OF ANY VARIANCES OR CONSENT AGREEMENTS AS FOUND IN THE OFFICIAL RECORDS OF THE COUNTY OF SPARTANBURG PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS."

DATE	_____	CHAIRMAN OR SECRETARY OF THE PLANNING COMMISSION	_____
		OR PLANNING DIRECTOR	_____
		SPARTANBURG COUNTY	_____

FILE NUMBER

**OLIVIA SPRINGS
PHASE 2
SPARTANBURG, SC 29302**

MARK III PROPERTIES 170 CAMELOT DRIVE, SUITE C SPARTANBURG, SC 29301 (854) 595-1735	FREELAND & ASSOCIATES, INC. 323 WEST STONE AVENUE GREENVILLE, SC 29609 (864) 271-4924
OWNER	ENGINEER / SURVEYOR

NO. OF ACRES:	39.57	MILES OF NEW ROAD:	0.55
NO. OF LOTS:	74	DATE:	5-7-20
ZONING: UNZONED PATIO HOME DEVELOPMENT			



SHEET 1 OF 2
SEE SHEET 2 FOR NOTES AND CHARTS

Line #	Length	Direction
L1	35.36	S87°44'19"W
L2	31.50	N47°15'41"W
L3	28.50	N47°15'41"W
L4	50.00	S42°44'19"W
L5	26.50	S47°15'41"E
L6	31.50	S47°15'41"E
L7	35.36	S2°15'41"E
L8	35.36	S87°44'19"W
L9	31.50	N47°15'41"W
L10	26.50	N47°15'41"W
L11	50.00	S42°44'19"W
L12	26.50	S47°15'41"E
L13	31.50	S47°15'41"E
L14	35.36	S2°15'41"E
L15	35.36	S87°44'19"W
L16	28.98	S7°19'11"W
L17	2.10	S66°51'35"W
L18	0.12	N69°55'44"W
L19	36.32	N69°55'44"W
L20	33.91	S19°33'34"W
L21	41.48	N41°16'38"E
L22	49.21	S67°08'25"W
L23	1.49	N65°23'16"W
L24	26.49	S89°02'22"W
L25	29.21	S57°00'30"W
L26	21.56	S73°10'15"W
L27	26.07	S13°55'17"W
L28	39.79	S40°34'20"W
L29	49.43	S81°16'46"W
L30	16.40	S81°58'41"W
L31	36.41	N81°31'44"W
L32	27.34	S31°30'28"W
L33	19.45	N87°04'54"W
L34	29.60	S39°23'58"W
L35	41.71	S61°54'37"W
L36	23.17	N58°54'11"W
L37	25.50	S48°05'05"W
L38	13.27	S72°28'49"W
L39	28.41	N54°50'46"W
L40	3.31	S42°16'52"W
L41	28.92	S42°16'52"W
L42	31.84	S78°43'00"W
L43	43.95	N75°23'51"W
L44	18.29	S69°24'30"W
L45	43.44	S21°27'43"W
L46	22.52	S38°25'12"E
L47	18.96	S31°16'25"E
L48	10.83	S48°28'58"W
L49	26.04	S81°24'03"W
L50	33.40	N66°30'57"W
L51	26.49	S70°53'50"W
L52	31.72	N88°26'37"W
L53	49.38	S72°48'49"W
L54	32.87	N83°48'02"W

Line #	Length	Direction
L55	43.82	S62°48'30"W
L56	16.58	N85°13'37"W
L57	23.54	N2°39'43"W
L58	49.63	N50°28'31"W
L59	32.65	S82°26'44"W
L60	37.99	S72°36'46"W
L61	25.00	N60°15'42"W
L62	29.97	N86°20'10"W
L63	25.94	N85°58'38"W
L64	18.01	S42°14'20"W
L65	45.54	S62°33'41"W
L66	19.79	S20°47'03"W
L67	18.83	S43°35'18"W
L68	30.33	N79°53'29"W
L69	7.48	S85°29'21"W
L70	15.90	N48°19'14"W
L71	34.49	N73°36'58"W
L72	43.57	S81°08'15"W
L73	33.96	N73°53'54"W
L74	27.08	S72°35'42"W
L75	34.55	S81°38'46"W
L76	15.96	S59°48'47"W
L77	17.24	S28°11'55"W
L78	20.72	S41°12'50"W
L79	16.24	N59°13'35"W
L80	29.36	S61°36'54"W
L81	14.80	S81°44'34"W
L82	15.92	N24°57'55"E
L83	9.06	N16°48'00"E
L84	20.68	N17°13'29"W
L85	20.50	N50°53'50"W
L86	38.86	S23°18'52"W
L87	23.82	S0°26'19"E
L88	9.79	S49°33'09"W
L89	34.22	N61°17'17"W
L90	30.35	N12°50'25"E
L91	43.17	N50°41'05"W
L92	58.76	N40°38'39"W
L93	7.06	S87°30'45"W
L94	25.84	S42°44'19"W
L95	36.75	S87°30'45"W
L96	38.17	N54°48'17"W
L97	10.82	N14°34'10"W
L98	50.00	S57°07'25"W
L99	10.82	S14°34'10"E
L100	38.18	S25°38'55"W
L101	61.48	N42°25'29"W
L102	23.66	N42°44'19"E
L103	56.70	S42°24'20"E
L104	37.10	N35°56'24"E
L105	54.10	S17°48'01"W
L106	48.49	S87°30'45"W
L107(TIE)	20.67	N57°24'30"E

LOT#	AREA (SF)
10	7,092
24	7,458
25	6,528
44	6,468
45	6,467
66	6,468
67	6,468
68	6,360
69	6,360
70	6,360
71	6,360
72	6,360
73	6,360
74	6,360
75	8,430
76	10,785
77	11,087
78	12,048
79	9,479
80	8,573
81	7,497
82	6,360
83	6,360
84	6,360
85	6,360
86	6,360
87	6,359
88	6,615
89	6,441
90	6,360
91	6,360
92	6,360
93	7,314
94	10,153
95	13,951
96	10,929
97	10,212

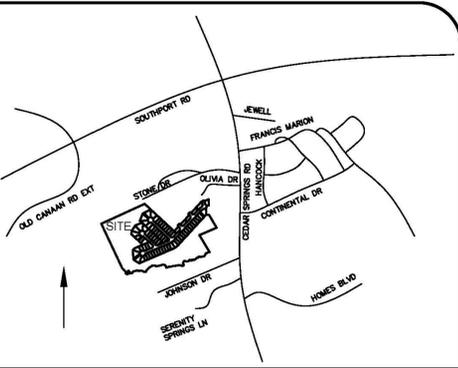
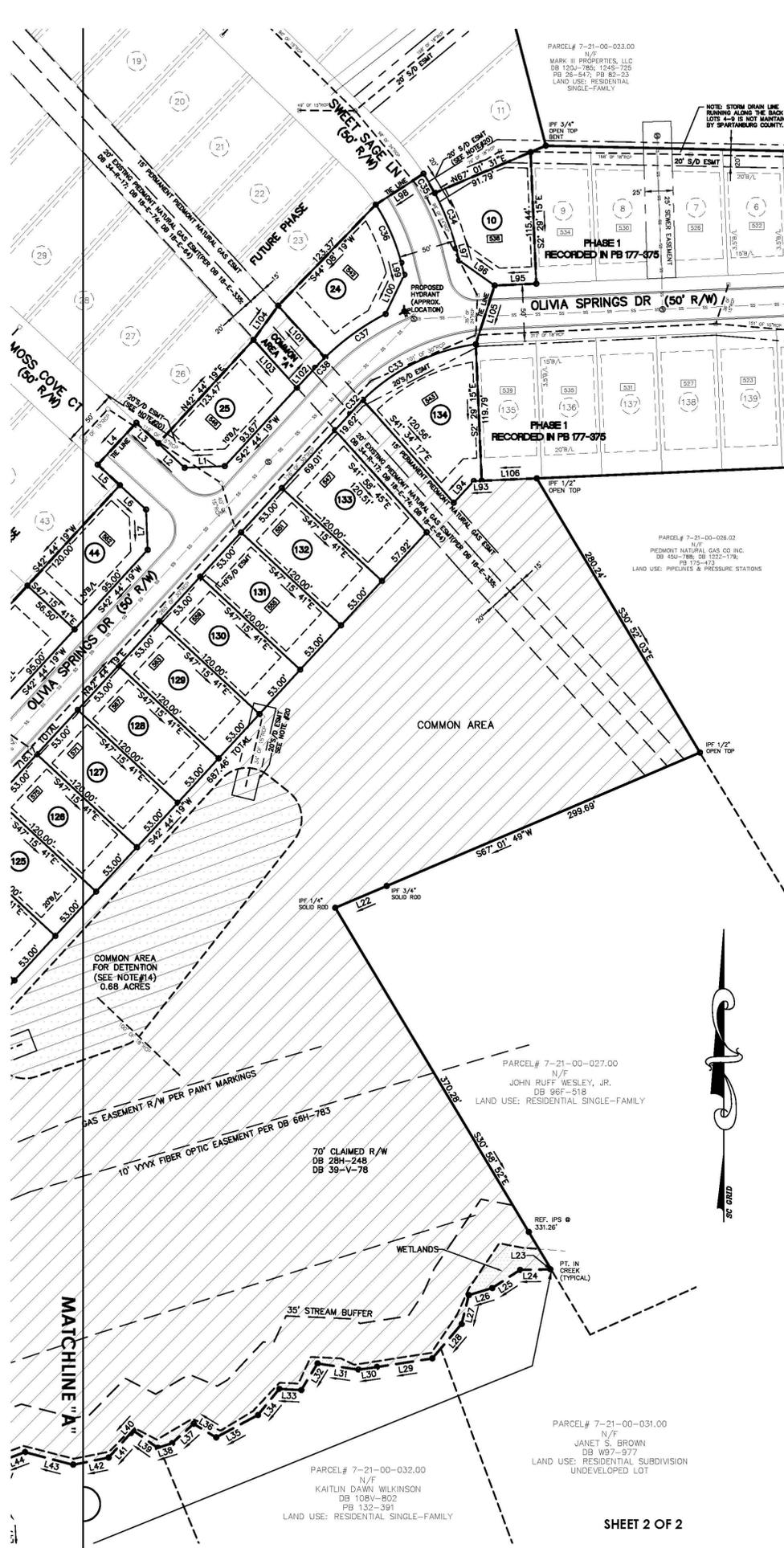
LOT#	AREA (SF)
98	6,581
99	6,310
100	9,491
101	7,368
102	6,360
103	7,080
104	6,002
105	8,911
106	11,941
107	10,512
108	7,726
109	5,436
110	6,360
111	6,360
112	6,360
113	6,360
114	6,360
115	6,360
116	6,360
117	6,360
118	6,360
119	7,493
120	8,075
121	6,567
122	6,360
123	6,360
124	6,360
125	6,360
126	6,360
127	6,360
128	6,360
129	6,360
130	6,360
131	6,360
132	6,360
133	7,616
134	8,551
COMMON AREA-A	2,143
COMMON AREA-B	2,798
COMMON AREA-C	3,036

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	26.98	50.00	30°55'13"	N2°43'17"W	26.66
C2	61.68	50.00	70°41'00"	N53°31'24"W	57.85
C3	32.17	50.00	36°51'34"	S72°42'19"W	31.61
C4	20.14	50.00	23°04'26"	S42°44'19"W	20.00
C5	32.24	50.00	36°56'45"	S12°43'44"W	31.89
C6	47.63	50.00	54°34'49"	S33°02'04"E	45.85
C7	40.96	50.00	46°56'13"	S83°47'34"E	39.82
C8	20.16	225.00	5°08'01"	N32°28'09"W	20.15
C9	48.01	225.00	12°13'32"	N41°08'55"W	47.92
C10	18.58	50.00	21°17'48"	N2°05'26"E	18.48
C11	66.04	50.00	75°40'49"	N46°23'53"W	61.35
C12	40.76	50.00	46°42'42"	S72°24'21"W	39.64
C13	31.28	50.00	35°50'26"	S31°07'47"W	30.77
C14	31.28	50.00	35°50'26"	S4°42'38"E	30.77
C15	46.20	50.00	52°56'35"	S49°08'08"E	44.58
C16	27.65	50.00	31°41'15"	N88°34'57"E	27.30
C17	47.11	175.00	15°25'27"	N39°32'57"W	46.97
C18	65.18	50.00	74°41'37"	S89°30'47"W	60.66
C19	29.08	50.00	33°19'33"	S35°30'12"W	28.67
C20	27.32	50.00	31°18'13"	S31°19'19"W	26.98

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	20.58	50.00	23°34'41"	S24°15'09"E	20.43
C22	31.28	50.00	35°50'26"	S53°57'42"E	30.77
C23	29.72	50.00	34°03'42"	S88°54'46"E	29.29
C24	58.64	50.00	67°11'48"	N40°27'29"E	55.34
C25	35.14	225.00	8°56'52"	N62°23'09"E	35.10
C26	53.12	225.00	13°31'40"	N51°08'53"E	53.00
C27	6.46	225.00	1°38'44"	N43°33'41"E	6.46
C28	9.91	345.00	1°38'44"	N43°33'41"E	9.91
C29	81.46	345.00	13°31'40"	N51°08'53"E	81.27
C30	53.88	345.00	8°56'52"	N62°23'09"E	53.82
C31	2.64	175.00	0°51'47"	N66°25'42"E	2.64
C32	16.67	176.33	5°25'03"	S42°51'27"W	16.67
C33	112.61	176.33	36°35'30"	S63°51'43"W	110.71
C34	52.29	225.00	13°18'53"	N21°13'36"W	52.17
C35	19.61	225.00	4°59'33"	N30°22'49"W	19.60
C36	55.92	175.00	18°18'26"	N23°43'23"W	55.68
C37	65.51	225.00	16°40'53"	S54°20'28"W	65.28
C38	12.81	225.00	3°15'42"	S44°22'10"W	12.81

NOTES:

- ALL IPS/PPF ARE 5/8" REBAR UNLESS OTHERWISE NOTED.
- PROPOSED ROADS TO HAVE A WIDTH OF 50'.
- ALL CUL-DE-SAC LOTS WILL HAVE 40' LOT WIDTH MEASURED AT THE SETBACK LINE. EACH CUL-DE-SAC HAS A RADIUS OF 50'.
- DOUBLE FRONTAGE LOTS CAN BE ACCESSED BY ONLY ONE STREET.
- ALL COMMON AREA, OPEN SPACE AND DETENTION TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. COMMON AREAS CANNOT BE SUBDIVIDED OR USED FOR ANY OTHER PURPOSE.
- PROPERTY IS UNZONED BUT HAS THE FOLLOWING SETBACKS:
FRONT: 15'
REAR: 20'
SIDE: 3.5', 10' SIDE YARD SETBACK FOR CORNER LOTS WITHIN RESIDENTIAL SUBDIVISIONS ON MINOR AND MAJOR RESIDENTIAL STREETS SHALL BE MEASURED FROM RIGHT-OF-WAY.
- ALL COMMON AREAS MUST HAVE 20' OF ROAD FRONTAGE.
- BEARINGS BASED ON GPS "RTK" OBSERVATION OF USGS MONUMENTS "42-108" AND "42-217." NAD 83
- THE TAX MAP NUMBER FOR THIS SITE IS PART 7-21-00-025.00.
- THE LOCATION OF THE ASPHALT/CURB IS SHOWN PER DESIGN PLANS.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER NFIP FIRM COMMUNITY PANEL NO. 45083C0267D. EFFECTIVE DATE: JANUARY 6, 2011.
- AS A MINIMUM, 5-FOOT DRAINAGE & UTILITY EASEMENTS ESTABLISHED ALONG ALL SIDE & INTERIOR REAR PROPERTY LINES. 10-FOOT EASEMENTS ESTABLISHED ALONG EXTERIOR BOUNDARY OF SUBDIVISION UNLESS ADJOINING PROPERTY OWNERS HAVE ESTABLISHED EASEMENTS.
- STORMWATER MANAGEMENT & SEDIMENT REDUCTION PLAN HAS BEEN PREPARED FOR THIS PROPERTY AND WILL BE APPLIED FOR LAND DISTURBING ACTIVITIES. EACH PROPERTY OWNER WILL COMPLY WITH THIS PLAN UNLESS AN INDIVIDUAL PLAN IS PREPARED & APPROVED FOR THAT PROPERTY.
- ALL OPEN SPACE, DETENTION POND, AND COMMON AREAS TO BE OWNED AND MAINTAINED BY THE OLIVIA SPRINGS HOMEOWNERS ASSOCIATION.
- STORM DRAIN LINE INFORMATION TAKEN FROM DESIGN PLANS.
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EXISTING RIGHTS-OF-WAY FOR ROADS, UTILITIES, OR ANY OTHER EASEMENTS THAT MAY APPEAR OF RECORD.
- THE COUNTY OF SPARTANBURG IS NOT RESPONSIBLE FOR THE AMENITY AND AMENITY PARKING LOT.
- THE AREA INCLUDED IN THE S/S/D RIGHT-OF-WAY SHALL NOT BE FILLED OVER, FILLED IN, OR CUT DOWN IN ANY MANNER WHICH WOULD CAUSE THE RAISING OR LOWERING OF THE GROUND GRADE LEVEL BEYOND THE ELEVATION(S) WHICH EXIST AT THE TIME OF THE CONVEYANCE OF THE RIGHT-OF-WAY, AND NO BUILDINGS OR STRUCTURES OF ANY KIND (EITHER TEMPORARY OR PERMANENT) SHALL AT ANY TIME BE PLACED OR CONSTRUCTED WITHIN THE AREA OF THE S/S/D RIGHT-OF-WAY SHOWN. THE RIGHT-OF-WAY AND EASEMENT SHALL BE CLEARED AND GRUBBED ALONG ITS ENTIRE LENGTH/WIDTH AS SHOWN.
- DOCUMENT OF ACQUISITION FOUND IN DEED BOOK 120C, PAGE 837.
- THE COUNTY OF SPARTANBURG WILL ONLY OWN AND MAINTAIN EASEMENTS FOR PIPE CARRYING ROAD DRAINAGE. ANY EASEMENT ASSOCIATED WITH PIPE CARRYING DRAINAGE FROM OTHER SOURCES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



LOCATION MAP - NOT TO SCALE

FINAL PLAT

CERTIFICATE OF OWNERSHIP AND DEDICATION

"I (WE) THE UNDERSIGNED, AS OWNER(S) OF THIS PROPERTY DO HEREBY ADOPT THIS PLAT OF MY (OUR) FREE CONSENT. I (WE) HEREBY GRANT THE EASEMENTS AND OFFER FOR DEDICATION THE STREET RIGHTS-OF-WAY OF THIS SUBDIVISION AND ESTABLISH MINIMUM SETBACK RESTRICTIONS AS INDICATED ON THIS PLAT AND IN ACCORDANCE WITH THE ORDINANCES OF THE COUNTY OF SPARTANBURG, PROVIDED THIS PLAT IS RECORDED WITHIN 90 DAYS OF THE DATE OF APPROVAL."

OWNER NAME: _____ SIGNATURE: _____
 DATE: _____ PRINTED NAME: _____
 TITLE: _____

CERTIFICATE OF ACCURACY

I, JAMES R. FREELAND, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM THE DEED DESCRIPTION IN BOOK 120C, PAGE 837, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE COUNTY OF SPARTANBURG SUBDIVISION REGULATIONS AS ADOPTED.

DATE: _____ LICENSED ENGINEER OR REGISTERED SURVEYOR
 S.C. REGISTRATION NO. 4781

PRELIMINARY

CERTIFICATE OF APPROVAL FOR RECORDING

"I, THE UNDERSIGNED, CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN THE COUNTY OF SPARTANBURG SUBDIVISION ORDINANCE AND OTHER DEVELOPMENT REQUIREMENTS OF THE COUNTY OF SPARTANBURG WITH THE EXCEPTION OF ANY VARIANCES OR CONSENT AGREEMENTS AS FOUND IN THE OFFICIAL RECORDS OF THE COUNTY OF SPARTANBURG PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS."

DATE: _____ CHAIRMAN OR SECRETARY OF THE
 PLANNING COMMISSION
 OR PLANNING DIRECTOR
 SPARTANBURG COUNTY

FILE NUMBER

OLIVIA SPRINGS
 PHASE 2
 SPARTANBURG, SC 29302

MARK III PROPERTIES
 170 CAMELOT DRIVE, SUITE C
 SPARTANBURG, SC 29301
 (854) 595-1735

FREELAND & ASSOCIATES, INC.
 323 WEST STONE AVENUE
 GREENVILLE, SC 29609
 (864) 271-4924

OWNER: _____ ENGINEER / SURVEYOR: _____

NO. OF ACRES: 39.57 MILES OF NEW ROAD: 0.55
 NO. OF LOTS: 74 DATE: 5-7-20

ZONING: UNZONED
 PATIO HOME DEVELOPMENT



SITE DATA

TOTAL AREA: 56.86 ACRES
 PHASE 1 AREA: 5.32 ACRES
 PHASE 2 AREA: 39.57 ACRES

TOTAL NUMBER OF LOTS: 144
 PHASE 1 LOTS: 19
 PHASE 2 LOTS: 74
 DENSITY: 2.6 UNITS/ACRE

10% OPEN SPACE REQUIRED: 5.68 ACRES
 OPEN SPACE PROVIDED: 6.17 ACRES

LEGEND

- IPS IRON PIN SET (5/8" REBAR)
- IFF IRON PIN FOUND
- PT. POINT
- R/W RIGHT-OF-WAY
- B/L BUILDING SETBACK LINE
- S/S SANITARY SEWER EASEMENT
- S/D STORM DRAINAGE EASEMENT
- SWH SEWER HOOK
- SWL SANITARY SEWER LINE
- AS ADDRESS NUMBER
- CB CATCH BASIN
- SD STORM DRAIN PIPE
- HF PROPOSED FIRE HYDRANT

LEGEND

○	IPF	IRON PIN SET (5/8" REBAR)
○	IPF	IRON PIN FOUND
○	PT.	POINT
—	R/W	RIGHT-OF-WAY
—	B/L	BUILDING SETBACK LINE
—	S/S ESMT	SANITARY SEWER EASEMENT
—	S/D ESMT	STORM DRAINAGE EASEMENT
○	SS	SEWER MANHOLE
—	SS	SANITARY SEWER LINE
—	SS	ADDRESS NUMBER
—	—	CATCH BASIN
—	—	STORM DRAIN PIPE

PARCEL# 7-21-00-016.00
N/F
STONEHAVEN MHP LLC
DB 106N-706
PB 103-269
LAND USE: MOBILE HOME PARKS

OPEN SPACE
268,760 SF±
6.17 ACRES±

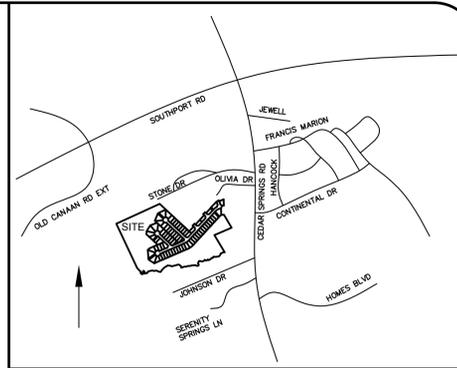
PARCEL# 7-21-00-005.00
N/F
WALTON SOUTH CAROLINA LLC
DB 118K-613
PB 119-204
LAND USE: NON-COMMERCIAL FOREST DEVELOPMENT

PARCEL# 7-21-00-036.00
N/F
BILLY J. HAGUEWOOD, JR.
DB 111Q-787
PB 20-84
LAND USE: RESIDENTIAL SINGLE-FAMILY

PARCEL# 7-21-00-035.00
N/F
KAREN L. COLLINS WRIGHT
DB 101F-775
LAND USE: RESIDENTIAL SINGLE-FAMILY

PARCEL# 7-21-00-034.00
N/F
KEVIN P. MILLS
DB 571-46
PB 24-162
LAND USE: RESIDENTIAL SINGLE-FAMILY

PARCEL# 7-21-00-033.00
N/F
A.B. HAGGARD
DB 18P-43
LAND USE: RESIDENTIAL SINGLE-FAMILY



LOCATION MAP - NOT TO SCALE

FINAL PLAT

CERTIFICATE OF OWNERSHIP AND DEDICATION

"I (WE) THE UNDERSIGNED, AS OWNER(S) OF THIS PROPERTY DO HEREBY ADOPT THIS PLAT OF MY (OUR) FREE CONSENT. I (WE) HEREBY GRANT THE EASEMENTS AND OFFER FOR DEDICATION THE STREET RIGHTS-OF-WAY OF THIS SUBDIVISION AND ESTABLISH MINIMUM SETBACK RESTRICTIONS AS INDICATED ON THIS PLAT AND IN ACCORDANCE WITH THE ORDINANCES OF THE COUNTY OF SPARTANBURG, PROVIDED THIS PLAT IS RECORDED WITHIN 90 DAYS OF THE DATE OF APPROVAL."

OWNER NAME	_____	SIGNATURE	_____
DATE	_____	PRINTED NAME	_____
		TITLE	_____

CERTIFICATE OF ACCURACY

I, JAMES R. FREELAND, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM THE DEED DESCRIPTION IN BOOK 120C, PAGE 837, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE COUNTY OF SPARTANBURG SUBDIVISION REGULATIONS AS ADOPTED.

DATE	_____	LICENSED ENGINEER OR REGISTERED SURVEYOR	_____
		S.C. REGISTRATION NO. 4781	

PRELIMINARY

CERTIFICATE OF APPROVAL FOR RECORDING

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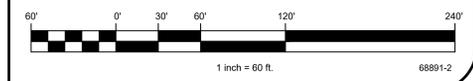
DATE	_____	CHAIRMAN OR SECRETARY OF THE PLANNING COMMISSION	_____
		OR PLANNING DIRECTOR	_____
		SPARTANBURG COUNTY	

FILE NUMBER

**OLIVIA SPRINGS
PHASE 2
SPARTANBURG, SC 29302**

OWNER	MARK III PROPERTIES 170 CAMELOT DRIVE, SUITE C SPARTANBURG, SC 29301 (854) 595-1755	ENGINEER / SURVEYOR	FREELAND & ASSOCIATES, INC. 323 WEST STONE AVENUE GREENVILLE, SC 29609 (864) 271-4924
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NO. OF ACRES:	39.57	MILES OF NEW ROAD:	0.55
NO. OF LOTS:	74	DATE:	5-7-20
ZONING: UNZONED PATIO HOME DEVELOPMENT			



SHEET 1 OF 2
SEE SHEET 2 FOR NOTES AND CHARTS

68891-2

Line #	Length	Direction
L1	35.36	S87°44'19"W
L2	31.50	N47°15'41"W
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L23	1.49	N65°23'16"W
L24	26.49	S89°02'22"W
L25	29.21	S57°00'30"W
L26	21.56	S73°10'15"W
L27	26.07	S13°55'17"W
L28	39.79	S40°34'20"W
L29	49.43	S81°16'46"W
L30	16.40	S81°58'41"W
L31	36.41	N81°31'44"W
L32	27.34	S31°30'28"W
L33	19.45	N87°04'54"W
L34	29.60	S39°23'58"W
L35	41.71	S61°54'37"W
L36	23.17	N58°54'11"W
L37	25.50	S48°05'05"W
L38	13.27	S72°28'49"W
L39	26.41	N54°50'46"W
L40	3.31	S42°16'52"W
L41	28.92	S42°16'52"W
L42	31.84	S78°43'00"W
L43	43.95	N75°23'51"W
L44	18.29	S69°24'30"W
L45	43.44	S21°27'43"W
L46	22.52	S38°25'12"E
L47	18.96	S31°16'25"E
L48	10.83	S48°28'58"W
L49	26.04	S81°24'03"W
L50	33.40	N66°30'57"W
L51	26.49	S70°53'50"W
L52	31.72	N88°26'37"W
L53	49.38	S72°48'49"W
L54	32.87	N83°48'02"W

Line #	Length	Direction
L55	43.82	S62°48'30"W
L56	16.58	N85°13'37"W
L57	23.54	N2°39'43"W
L58	49.63	N50°28'31"W
L59	32.65	S82°26'44"W
L60	37.99	S72°36'46"W
L61	25.00	N60°15'42"W
L62	29.97	N86°20'10"W
L63	25.94	N85°58'38"W
L64	18.01	S42°14'20"W
L65	45.54	S62°33'41"W
L66	19.79	S20°47'03"W
L67	18.83	S43°35'18"W
L68	30.33	N79°53'29"W
L69	7.48	S85°29'21"W
L70	15.90	N48°19'14"W
L71	34.49	N73°36'58"W
L72	43.57	S81°08'15"W
L73	33.96	N73°53'54"W
L74	27.08	S72°35'42"W
L75	34.55	S81°38'46"W
L76	15.96	S59°48'47"W
L77	17.24	S28°11'55"W
L78	20.72	S41°12'50"W
L79	16.24	N59°13'35"W
L80	29.36	S61°36'54"W
L81	14.80	S81°44'34"W
L82	15.92	N24°57'55"E
L83	9.06	N16°48'00"E
L84	20.68	N17°13'29"W
L85	20.50	N50°53'50"W
L86	38.86	S23°18'52"W
L87	23.82	S0°26'19"E
L88	9.79	S49°33'09"W
L89	34.22	N61°17'17"W
L90	30.35	N12°50'25"E
L91	43.17	N50°41'05"W
L92	58.76	N40°38'39"W
L93	7.06	S87°30'45"W
L94	25.84	S42°44'19"W
L95	36.75	S87°30'45"W
L96	38.17	N54°48'17"W
L97	10.82	N14°34'10"W
L98	50.00	S57°07'25"W
L99	10.82	S14°34'10"E
L100	38.18	S25°38'55"W
L101	61.48	N42°25'29"W
L102	23.66	N42°44'19"E
L103	56.70	S42°24'20"E
L104	37.10	N35°56'24"E
L105	54.10	S17°48'01"W
L106	48.49	S87°30'45"W
L107(TIE)	20.67	N57°24'30"E

LOT#	AREA (SF)
10	7,092
24	7,458
25	6,528
44	6,468
45	6,467
66	6,468
67	6,468
68	6,360
69	6,360
70	6,360
71	6,360
72	6,360
73	6,360
74	6,360
75	8,430
76	10,785
77	11,087
78	12,048
79	9,479
80	8,573
81	7,497
82	6,360
83	6,360
84	6,360
85	6,360
86	6,360
87	6,359
88	6,615
89	6,441
90	6,360
91	6,360
92	6,360
93	7,314
94	10,153
95	13,951
96	10,929
97	10,212

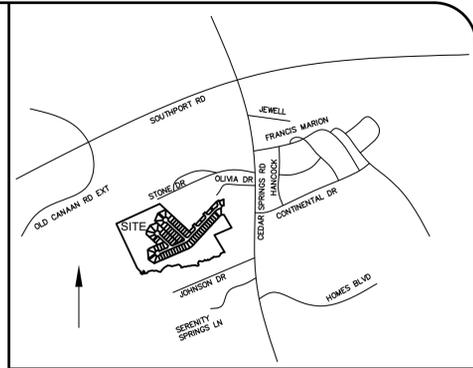
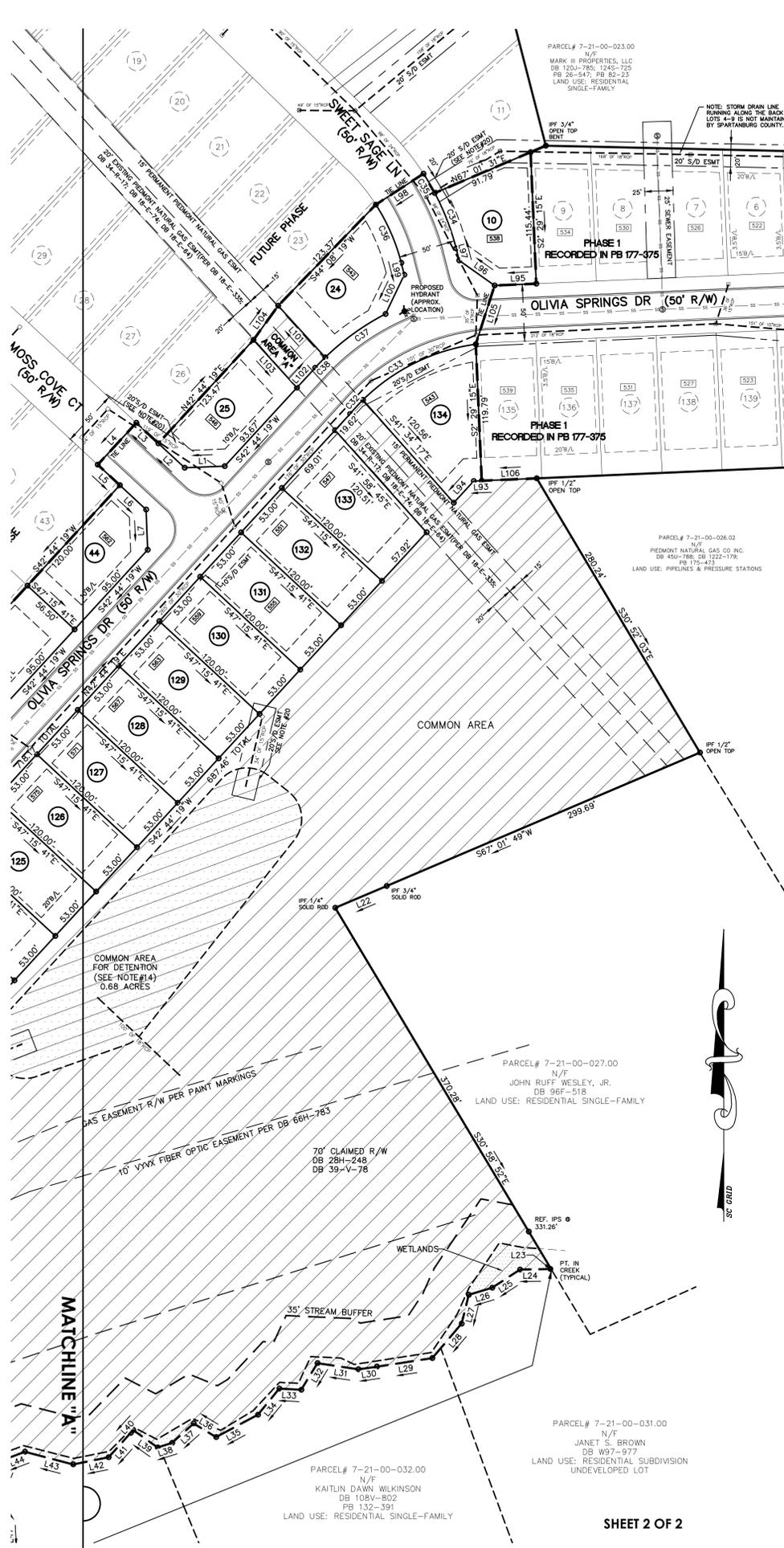
LOT#	AREA (SF)
98	6,581
99	6,310
100	9,491
101	7,368
102	6,360
103	7,080
104	6,002
105	8,911
106	11,941
107	10,512
108	7,726
109	5,436
110	6,360
111	6,360
112	6,360
113	6,360
114	6,360
115	6,360
116	6,360
117	6,360
118	6,360
119	7,493
120	8,075
121	6,567
122	6,360
123	6,360
124	6,360
125	6,360
126	6,360
127	6,360
128	6,360
129	6,360
130	6,360
131	6,360
132	6,360
133	7,616
134	8,551
COMMON AREA-A	2,143
COMMON AREA-B	2,798
COMMON AREA-C	3,036

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	26.98	50.00	30°55'13"	N2°43'17"W	26.66
C2	61.68	50.00	70°41'00"	N53°31'24"W	57.85
C3	32.17	50.00	36°51'34"	S72°42'19"W	31.61
C4	20.14	50.00	23°04'26"	S42°44'19"W	20.00
C5	32.24	50.00	36°56'45"	S12°43'44"W	31.69
C6	47.63	50.00	54°34'49"	S33°02'04"E	45.85
C7	40.96	50.00	46°56'13"	S83°47'34"E	39.82
C8	20.16	225.00	5°08'01"	N32°28'09"W	20.15
C9	48.01	225.00	12°13'32"	N41°08'55"W	47.92
C10	18.58	50.00	21°17'48"	N2°05'26"E	18.48
C11	66.04	50.00	75°40'49"	N46°23'53"W	61.35
C12	40.76	50.00	46°42'42"	S72°24'21"W	39.64
C13	31.28	50.00	35°50'26"	S31°07'47"W	30.77
C14	31.28	50.00	35°50'26"	S4°42'38"E	30.77
C15	46.20	50.00	52°56'35"	S49°06'08"E	44.58
C16	27.65	50.00	31°41'15"	N88°34'57"E	27.30
C17	47.11	175.00	15°25'27"	N39°32'57"W	46.97
C18	65.18	50.00	74°41'37"	S89°30'47"W	60.66
C19	29.08	50.00	33°19'33"	S35°30'12"W	28.67
C20	27.32	50.00	31°18'13"	S31°19'19"W	26.98

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	20.58	50.00	23°34'41"	S24°15'09"E	20.43
C22	31.28	50.00	35°50'26"	S53°57'42"E	30.77
C23	29.72	50.00	34°03'42"	S88°54'46"E	29.29
C24	58.64	50.00	67°11'48"	N40°27'29"E	55.34
C25	35.14	225.00	8°56'52"	N62°23'09"E	35.10
C26	53.12	225.00	13°31'40"	N51°08'53"E	53.00
C27	6.46	225.00	1°38'44"	N43°33'41"E	6.46
C28	9.91	345.00	1°38'44"	N43°33'41"E	9.91
C29	81.46	345.00	13°31'40"	N51°08'53"E	81.27
C30	53.88	345.00	8°56'52"	N62°23'09"E	53.82
C31	2.64	175.00	0°51'47"	N66°25'42"E	2.64
C32	16.67	176.33	5°25'03"	S42°51'27"W	16.67
C33	112.61	176.33	36°35'30"	S63°51'43"W	110.71
C34	52.29	225.00	13°18'53"	N21°13'36"W	52.17
C35	19.61	225.00	4°59'33"	N30°22'49"W	19.60
C36	55.92	175.00	18°18'26"	N23°43'23"W	55.68
C37	65.51	225.00	16°40'53"	S54°20'28"W	65.28
C38	12.81	225.00	3°15'42"	S44°22'10"W	12.81

NOTES:

- ALL IPS/IPF ARE 5/8" REBAR UNLESS OTHERWISE NOTED.
- PROPOSED ROADS TO HAVE A WIDTH OF 50'.
- ALL CUL-DE-SAC LOTS WILL HAVE 40' LOT WIDTH MEASURED AT THE SETBACK LINE. EACH CUL-DE-SAC HAS A RADIUS OF 50'.
- DOUBLE FRONTAGE LOTS CAN BE ACCESSED BY ONLY ONE STREET.
- ALL COMMON AREA, OPEN SPACE AND DETENTION TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. COMMON AREAS CANNOT BE SUBDIVIDED OR USED FOR ANY OTHER PURPOSE.
- PROPERTY IS UNZONED BUT HAS THE FOLLOWING SETBACKS:
FRONT: 20'
REAR: 20'
SIDE: 3.5'; 10' SIDE YARD SETBACK FOR CORNER LOTS WITHIN RESIDENTIAL SUBDIVISIONS ON MINOR AND MAJOR RESIDENTIAL STREETS SHALL BE MEASURED FROM RIGHT-OF-WAY.
- ALL COMMON AREAS MUST HAVE 20' OF ROAD FRONTAGE.
- BEARINGS BASED ON GPS "RTK" OBSERVATION OF USGS MONUMENTS "42-108" AND "42-217." NAD 83
- THE TAX MAP NUMBER FOR THIS SITE IS PART 7-21-00-025.00.
- THE LOCATION OF THE ASPHALT/CURB IS SHOWN PER DESIGN PLANS.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER NFIP FIRM COMMUNITY PANEL NO. 45083C0267D. EFFECTIVE DATE: JANUARY 6, 2011.
- AS A MINIMUM, 5-FOOT DRAINAGE & UTILITY EASEMENTS ESTABLISHED ALONG ALL SIDE & INTERIOR REAR PROPERTY LINES. 10-FOOT EASEMENTS ESTABLISHED ALONG EXTERIOR BOUNDARY OF SUBDIVISION UNLESS ADJOINING PROPERTY OWNERS HAVE ESTABLISHED EASEMENTS.
- STORMWATER MANAGEMENT & SEDIMENT REDUCTION PLAN HAS BEEN PREPARED FOR THIS PROPERTY AND WILL BE APPLIED FOR LAND DISTURBING ACTIVITIES. EACH PROPERTY OWNER WILL COMPLY WITH THIS PLAN UNLESS AN INDIVIDUAL PLAN IS PREPARED & APPROVED FOR THAT PROPERTY.
- ALL OPEN SPACE, DETENTION POND, AND COMMON AREAS TO BE OWNED AND MAINTAINED BY THE OLIVIA SPRINGS HOMEOWNERS ASSOCIATION.
- STORM DRAIN LINE INFORMATION TAKEN FROM DESIGN PLANS.
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EXISTING RIGHTS-OF-WAY FOR ROADS, UTILITIES, OR ANY OTHER EASEMENTS THAT MAY APPEAR OF RECORD.
- THE COUNTY OF SPARTANBURG IS NOT RESPONSIBLE FOR THE AMENITY AND AMENITY PARKING LOT.
- THE AREA INCLUDED IN THE S/S/D RIGHT-OF-WAY SHALL NOT BE FILLED OVER, FILLED IN, OR CUT DOWN IN ANY MANNER WHICH WOULD CAUSE THE RAISING OR LOWERING OF THE GROUND GRADE LEVEL BEYOND THE ELEVATION(S) WHICH EXIST AT THE TIME OF THE CONVEYANCE OF THE RIGHT-OF-WAY, AND NO BUILDING(S) OR STRUCTURE(S) OF ANY KIND (EITHER TEMPORARY OR PERMANENT) SHALL AT ANY TIME BE PLACED OR CONSTRUCTED WITHIN THE AREA OF THE S/S/D RIGHT-OF-WAY SHOWN, THE RIGHT-OF-WAY AND EASEMENT SHALL BE CLEARED AND GRUBBED ALONG ITS ENTIRE LENGTH/WIDTH AS SHOWN.
- DOCUMENT OF ACQUISITION FOUND IN DEED BOOK 120C, PAGE 837.
- THE COUNTY OF SPARTANBURG WILL ONLY OWN AND MAINTAIN EASEMENTS FOR PIPE CARRYING ROAD DRAINAGE. ANY EASEMENT ASSOCIATED WITH PIPE CARRYING DRAINAGE FROM OTHER SOURCES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



LOCATION MAP - NOT TO SCALE

FINAL PLAT
CERTIFICATE OF OWNERSHIP AND DEDICATION
 I, (WE) THE UNDERSIGNED, AS OWNER(S) OF THIS PROPERTY DO HEREBY ADOPT THIS PLAT OF MY (OUR) FREE CONSENT I (WE) HEREBY GRANT THE EASEMENTS AND OFFER FOR DEDICATION THE STREET RIGHTS-OF-WAY OF THIS SUBDIVISION AND ESTABLISH MINIMUM SETBACK RESTRICTIONS AS INDICATED ON THIS PLAT AND IN ACCORDANCE WITH THE ORDINANCES OF THE COUNTY OF SPARTANBURG, PROVIDED THIS PLAT IS RECORDED WITHIN 90 DAYS OF THE DATE OF APPROVAL."

OWNER NAME _____ SIGNATURE _____
 DATE _____ PRINTED NAME _____
 TITLE _____

CERTIFICATE OF ACCURACY
 I, JAMES R. FREELAND, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM THE DEED DESCRIPTION IN BOOK 120C, PAGE 837, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE COUNTY OF SPARTANBURG SUBDIVISION REGULATIONS AS ADOPTED.

DATE _____ LICENSED ENGINEER OR REGISTERED SURVEYOR
 S.C. REGISTRATION NO. 4781

PRELIMINARY

CERTIFICATE OF APPROVAL FOR RECORDING
 I, THE UNDERSIGNED, CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN THE COUNTY OF SPARTANBURG SUBDIVISION ORDINANCE AND OTHER SUBDIVISION REQUIREMENTS OF THE COUNTY OF SPARTANBURG WITH THE EXCEPTION OF ANY VARIANCES OR CONSENT AGREEMENTS AS FOUND IN THE OFFICIAL RECORDS OF THE COUNTY OF SPARTANBURG PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS."

DATE _____ CHAIRMAN OR SECRETARY OF THE
 PLANNING COMMISSION
 OR PLANNING DIRECTOR
 SPARTANBURG COUNTY

FILE NUMBER

**OLIVIA SPRINGS
 PHASE 2
 SPARTANBURG, SC 29302**

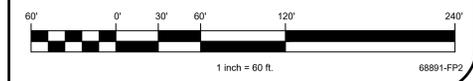
MARK III PROPERTIES
 170 CAMELOT DRIVE, SUITE C
 SPARTANBURG, SC 29301
 (864) 595-1735

FREELAND & ASSOCIATES, INC.
 323 WEST STONE AVENUE
 GREENVILLE, SC 29609
 (864) 271-4924

OWNER _____ ENGINEER / SURVEYOR _____

NO. OF ACRES: 39.57 MILES OF NEW ROAD: 0.55
 NO. OF LOTS: 74 DATE: 5-7-20

ZONING: UNZONED
PATIO HOME DEVELOPMENT



SITE DATA
 TOTAL AREA: 56.86 ACRES
 PHASE 1 AREA: 5.32 ACRES
 PHASE 2 AREA: 39.57 ACRES
 TOTAL NUMBER OF LOTS: 144
 PHASE 1 LOTS: 19
 PHASE 2 LOTS: 74
 DENSITY: 2.6 UNITS/ACRE
 10% OPEN SPACE REQUIRED: 5.68 ACRES
 OPEN SPACE PROVIDED: 6.17 ACRES

LEGEND

- IPS IRON PIN SET (5/8" REBAR)
- IPF IRON PIN FOUND
- PT. POINT
- R/W RIGHT-OF-WAY
- B/L BUILDING SETBACK LINE
- S/S ESMT SANITARY SEWER EASEMENT
- S/D ESMT STORM DRAINAGE EASEMENT
- SMW SOWER MANHOLE
- SSW SANITARY SEWER LINE
- AN ADDRESS NUMBER
- CB CATCH BASIN
- SDP STORM DRAIN PIPE
- HFH PROPOSED FIRE HYDRANT

-Spartanburg City Planning Commission Meeting Minutes
Thursday, August 20, 2020
ZOOM Meeting Minutes

The City Planning Commission met via ZOOM on Thursday, August 20, 2020, at 5:30 P.M. The following City Planning Commissioners attended this meeting: Jared Wilson, Howard Kinard, Dr. Phillip Stone, Reed Cunningham, Mike Epps, Lekesa Whitner and Warwick Spencer were present. Representing the Planning Department were Natalia Rosario, AICP, Planner III; and Julie Roland, Administrative Assistant. Martin Livingston, Neighborhood Services Director was also present.

Roll Call

Mr. Wilson, the Chair, stated that notice of this meeting was posted and provided to the media 24 hours in advance as required by the Freedom of Information Act.

Mr. Wilson noted that all seven Planning Commissioners were present, constituting a quorum; and he went over the rules and procedures for conducting a public hearing; and he had all of the Planning Commissioners introduce themselves.

Mr. Wilson welcomed the two newest Planning Commissioners, Lekesa Whitner and Warwick Spencer to the Planning Commission.

Dr. Stone moved approval of the Agenda for tonight's meeting; and he was seconded by Dr. Stone. The motion was unanimously approved by a vote of 7 to 0.

Disposition of Minutes from the July 16, 2020 Meeting:

Dr. Stone moved approval as submitted of the July 16, 2020 Meeting Minutes; and he was seconded by Mr. Epps. The motion was unanimously approved by a vote of 7 to 0.

Old Business: None.

Zoning Classification/Annexation Agreement Covenant and Restriction Request proposed for Olivia Springs Subdivision (Phase i) from un-zoned to R-8, General Residential District upon annexation of TMS #7-21-00-025.00 through 7-21-00-025.14; #7-21-00-025.19 & 7-21-00-025.20 comprised of nineteen properties to be addressed as 501 Cedar Springs Road; submitted by Applicant and Developer, Jay Beeson on behalf of Mark III Properties, LLC, Owner.

Ms. Rosario was sworn; and she submitted the meeting packets the Board Members had previously received via email, tonight's presentation and slides into evidence as Exhibit A. Ms. Rosario showed a map on the screen; and said only the properties she had outlined in yellow were requesting to come into the City as a 100% annexation to be zoned as R-8, which was a residential district that allowed for some smaller single family homes, which was the idea behind the Olivia Springs development. Ultimately, at full development it will be 144 single family homes, so a new subdivision around Cedar Springs. The property is adjacent to the city by the western property boundary; and she pointed out on the screen the property that was adjacent to one that was already in the city. It is not developed as of this time, but it's been in the city for quite some time. It's rather straight forward. For the new members of the Board, you all have to approve any annexation and its subsequent zoning if the annexation has requested to come in under any zoning category other than R-15, Single Family. Ms. Rosario said the requested zone R-8, was still single family development; and you do need to review

and approve it after which point City Council will review and approve if they should give a favorable recommendation tonight. The development is being prepared by Mark III Development. If some of you are familiar with them, they have done the layout and the plans for Camelot Townes over on the west side, which is I believe fully built out. They partnered with Dan Ryan Builders. They have done a good bit of work here in the last few years in various types of residential development. She showed a plat and said had already been approved for phase one by Spartanburg County. Phase one went through Spartanburg County, but it does meet our city land development regulation standards. We reviewed this maybe a couple of years ago when it was still in the planning stages. The intent was at that time, always to annex in, because it is within one mile of our city boundaries. Under our agreement with Spartanburg Water, they did have to sign an annexation agreement, and they have chosen to annex at this time. The phase one is approved and platted. I believe they are underway with construction on four of the houses at least, which are under ownership already of Dan Ryan. Those four lots are also being annexed in. There's two different property owners, Dan Ryan and Mark III. This is the plat that's already prepared, filed, and approved. There is also the additional subsequent phases. This is the preliminary, and the hopes of what they will get out of this site; which she pointed out on the preliminary plan. Ms. Rosario explained Mark III had done a good bit of the engineering, platting, and the layout for this but they have not submitted to the County. They will be submitting the rest of it through the city site review and building departments. I would expect to see the subsequent build out of the site within the next couple of years, if everything continues going well. She said she did receive a couple of emails from residents who lived nearby or immediately adjacent to these properties who were concerned that they were also being annexed, or had questions about how this would impact their property. I explained to them in writing; and I don't know if any of them are in attendance today. We have a few attendees from the surrounding area; and she said that our city policy as it stands today is that we do not any longer go around patchily annexing residential areas. Ms. Rosario said the last time they did that at Hillbrook, they ran into a few issues; and even now, if you look at that map on that part of town; it's very spotty and not necessarily uniform. We want to avoid those kinds of issues, and so now we annex generally if it's a proposed residential development that would benefit the city for us to bring it in. We don't, for lack of a better word, willy-nilly annex people in; because we have to consider the cost to provide services: fire, police, and trash pickup, all of those things. She said this one was contemplated early on enough to where we're comfortable to service it at our current level's budget; and we are good to move forward if all of you are. Ms. Rosario said she would be happy to answer questions at this time.

Planning Commission Questions:

Ms. Whitner asked Ms. Rosario could the City really afford to service this location given the COVID and the budget; and was this based on our forecasted budget.

Ms. Rosario said no it was based on the assumed tax revenues and the cost to service a development of this size and at its location. The assumed tax revenue from this development can support the added services that this neighborhood would need.

Ms. Whitner asked would it be affordable housing.

Ms. Rosario said she believed it would be market rate.

Dr. Stone said that had been kind of his question; and he asked Ms. Rosario just for staff, he assumed that police and fire and public services had been in the loop on this and were in agreement.

Ms. Rosario said yes. She said she should have included that in their meeting packet. When Staff gets a request for annexation, we send it out to all of the service departments just to get a confirmation that they will be able to handle any added work load. We have not received anything indicating, from any of those departments, that they would take issue with this.

Ms. Whitner asked if she had contacted the residents in proximity to this development; and if so did she get any rebuttal.

Ms. Rosario said yes; by law, they had to send out a letter with a map describing what the action would be to all of the property owners within 400 feet of these properties. We build out a 400 foot buffer, and we mail everybody a hard copy of what the proposal was. For the most part, the people who have concerns are not in the city, and to me, it sounds they do not want to be in the city. That has been their main question, as to whether or not they will be annexed unwillingly. We are not doing that here. That has backfired, honestly, for the city in prior iterations. Generally, again, with that calculation, we don't just go picking up residential areas without careful analysis, because we want to be sure that we can service them. Ms. Rosario said so the short answer to her question was no; we don't have any intentions to annex any of these already developed properties around this area. If we don't have an annexation agreement with you, we can't force you unless we do a very complicated... basically a calculation of we would have to own more than or have someone agreeing to be annexed in. She said 75% or more of the ownership of the properties being annexed in would have to be in agreement for us to force in anyone. They would have to make up 25% or less of the other properties. That gets complicated. We, at least as long as I have been here, which is four or five years now, we don't do that just because it's not advantageous to us, and it causes a lot of heartburn for residents who don't desire to be in the city.

Mr. Wilson asked Mr. Kinard before he swore in the applicant to speak and add anything regarding this case; did he have something he needed to disclose to the Planning Commission.

Mr. Kinard stated for the record that his law firm was actively representing Mark III Properties and had in the past; as they were an on-going client. So therefore in light of that situation, he would recuse himself from voting on this matter. He said he would not comment until the matter had been voted upon and would get back on the Zoom meeting after this case was completed.

Mr. Wilson asked if Mr. Beeson was present or anyone from Dan Ryan Homes to speak to the Planning Commission.

Mr. Jay Beeson of 507 Highway 56, Spartanburg and Principal of Mark III Properties, developer of the Subdisioin was sworn. He informed the Planning Commissioners they had agreed some time ago to annex this property at the time they finished development in conjunction with them providing them with access to city water. They were just following up on their pledge to the City of Spartanburg to annex into the City.

Board Questions for Applicant:

Dr. Stone asked if Mr. Beeson could tell them a little bit about the proposed development, about the type of homes and a general market range that was envisioned.

Mr. Beeson said they were the developer; and they do all the horizontal infrastructure, installation, and then they sell the lots to the builders. This particular subdivision that was being built by a well-known national builder of very good financial standing, and trading on the New York Stock Exchange. NVR, who was a very strong, very well-run company. Mr. Beeson said the target market here was really a move down buyer. He said quite honestly, it's a project they call their lifestyle market. Their homes are all one level with a master bedroom and all the bedrooms on the main level. All the homes would have two-car garages and would be fully sodded yards, well landscaped. The price point, they advertise that they start at 170,000 to 180,000 and would top out somewhere he believed between \$200,000 to 250,000 in that range.

Ms. Whitner asked as far as developing regarding Ryan Homes; did he know if Ryan Homes would employ any local talent from the City of Spartanburg or Spartanburg County.

Mr. Beeson said yes; that all of their work they do is performed by sub-contractors; and they don't self-perform anything. He thought they would employ quite a bit of local personnel through their sub-contractors, from framers to electricians, plumbers, siding installers, landscape installers. All of those trades were folks that were somewhat local. They had to be within driving distance. He thought they also bought their construction materials from local providers. He said whether it was all in Spartanburg, he could not say; because he was not really in that end of the business; but there would be a lot of local folks employed out at the site.

Ms. Whitner asked if he knew if they're a MBWE.

Mr. Beeson said he did not know the answer to that question.

Dr. Stone asked that there would probably be an HOA or some kind of covenant for the neighborhood.

Mr. Beeson said correct. They had already formed the Homeowner's Association; and it's already incorporated in the State of South Carolina. They always have a professional management company handle the management of that association. He said his company did not handle that; and it had already been set up and was in place.

Dr. Stone said by the way; he had drove by the Camelot Townes the other day; and just from Camelot Drive it looked really nice.

Mr. Beeson said it had been a great project for them, the City and also for Dan Ryan.

Mr. Spencer said he noted in the Staff Report there was made mention of a traffic study; and he wanted to know what, if any, input Mr. Beeson may have on that.

Mr. Beeson said since they were tying into a SCDOT road, the SCDOT required them to do a full traffic study. When looking at the new counts regarding their development, they did not have any recommendations for any improvements on SC 56 in that area; and found that their development would not have any adverse effect on the road or the usability or anything else.

Mr. Wilson asked if there were any other questions.

There were no other questions.

Mr. Wilson asked Staff to present their recommendations.

Ms. Rosario said Staff's recommendation was to recommend approval of annexation with a zoning category of R-8 to City Council. If they gave that approval, then it would go for another public hearing and First Reading of Ordinance of City Council on September 14th at 5:30 PM. She said the City Council meetings have started to be held in person at C.C. Woodson, still socially distanced, but here locally in person. The Second/Final Reading, it it got to that point would be September 28th at 5:30 PM.

Mr. Wilson asked if there were any more questions for Staff from the Commission before he opened it up for public questions/comments.

There were none.

Mr. Wilson opened the public hearing portion of the meeting and would hear from anyone in the listening audience or on-line that wished to speak regarding the request.

Ms. Rosario said she had a couple of people with their hands up.

A lady named Karen who said she lived on Johnson Drive; and her land was 400 feet from what they're wanting to annex inside the City spoke and said from what she has gathered tonight; they did not intend to annex them, was that correct.

Ms. Rosario said no they did not intend to annex anyone other than the proposed properties. It would not be advantageous to the City to attempt to annex the folks on Johnson Drive, especially if they did not want to be annexed.

Karen asked would this affect her land value or her insurance on her house.

Ms. Rosario said as far as the insurance, she did not know; as she was not a specialist in that. She felt they may see their property value rise after the subdivision was developed. That said, there was going to be a good bit of separation between the folks on Johnson Drive and the Olivia Springs subdivision. There won't be any roads, obviously that come out to Johnson Drive; and it would be all self-contained to the site.

Karen asked was there no way they could build a road for Olivia over there to Johnson Drive because there's a gas line and a creek behind there.

Ms. Rosario said that was not the plan; and the site characteristics of this area were really difficult for development, which is why a good bit of the area had remained undeveloped, that is in the City, because of the large gas line and creek.

Mr. Wilson, the Chair asked the lady named Karen if she understood that the proposed request and project would have no impact from a city perspective on her parcel at all.

She said she understood.

Mr. Richardson, who did not identify where he lived; said they had answered most of his questions; but the main concern he had was that there had been a traffic study done on Hwy 56. He asked about the number of homes they proposed again being around 100.

Ms. Rosario said it was 144 homes.

Mr. Richardson said there was no way 56 is going to be able to handle that with traffic from Pauline area into the city during work hours in the morning, or in the afternoon on the way back home; and it was already bad enough as it was. He said they could not get out of their street because of the traffic.

Mr. Wilson informed Mr. Richardson the only information they could consider and weigh was that since it was tying into a SC DOT road, they were required to do the full traffic study. SCDOT reviewed it; and they were not requiring any upgrades to it. Although he did understand his concerns.

Mr. Richardson asked how he could contact the SC DOT.

Ms. Rosario said she would get his email address and would be happy to put him in touch with the engineers at the SCDOT who review and improve any new cuts and access to their right-of-ways.

Mr. Richardson said he would message his email address to Ms. Rosario. He said he felt like it was going to be just like it was on the west side of town where the traffic was terrible. He said he was not happy with this at all. He said he has sat at intersection of Johnson Road and Hwy 56 for 20 minutes before trying to get out on to Hwy 56.

Ms. Rosario said because it was a SCDOT right-of-way the City actually did not have any control over that infrastructure. It is their decision based on their analysis regarding what improvements are made within their right-of-way.

Mr. Richardson said he had one last thing; and he forgot to mention that all of the neighbors were very concerned about the traffic, not just him.

Ms. Rosario said that was a process outside of the City. Again, I say I can definitely put you in touch with the SCDOT. If they have some avenue for you to address that, they would be the best people to speak with.

Mr. Richardson asked were they not even going to put in anymore lights or anything.

Dr. Stone said that was a matter for the SCDOT to consider. He said that even if the proposed properties were not annexed into the City; this could still be developed under the county land use regulations, or under some version of that.

Ms. Rosario said that was correct; and she also said the proposed annexation did not approve or disapprove the development itself. It was just bringing the property into the city and assigning a zone. She said Dr. Stone was correct in that the development could go forward without having anything to do with the city. Ms. Rosario said they need our water; but if they did not; they could still develop in the county.

Ms. Rosario said they had one more attendee she could see whose name was Bob Myers; although he had not raised his hand. She said Mr. Myers she was assuming that he did not have any comments, but if he does, to please hit the raise hand button. Ms. Rosario said he did not raise his hand.

Mr. Wilson asked if there was anyone else in the audience either on-line or by telephone that wished to speak regarding this request. No one else spoke. Mr. Wilson closed the public hearing portion of the meeting.

Planning Comments/Deliberation:

Mr. Wilson said they had a housing shortage, whether it was in the city or directly adjacent to it in the county. This was an avenue to increase the available housing, while also bringing it into the city and increasing the city tax bases, which was good for all the residents. He certainly understood the concerns regarding traffic, but we have to lean on the mechanisms in place to study that and review it and require any improvements. They had met that burden. Overall, he felt it was a positive and good thing for the community.

Dr. Stone said he agreed with the Chair; and said he was happy to see the range of property values, because that number he heard around \$200,000 was usually a good break even point as far as city services; and he said if you were bringing in properties that were around that figure, then they definitely paid for themselves. He also agreed about the point made regarding housing shortages; and they need more good quality housing in the City. Our Staff said they can handle it as far as from the perspective of city services; and he was very much in support.

Mr. Cunningham said he thought they had a qualified developer; and the quality of development, if it replicated the west side; should be fine. He thought it was a positive move.

Ms. Whitner said she agreed with the other Commissioners; and she liked the fact they would be generating some type of fee to help with services. Also, hopefully the contractors would hire local talent to continue to generate economic wealth and workforce mobility within the city.

Mr. Spencer said he agreed with all of the previous comments.

Mr. Wilson moved to approve the request as presented and that it be recommended favorably to the Mayor and City Council; and he was seconded by Dr. Stone. The motion was unanimously approved by a vote of 6 to 0 to 1, with Mr. Kinard being recused.

Mr. Wilson said for the record, the commission had approved favorably the proposed zoning classification and annexation agreement and covenant restrictions for the Olivia Springs Subdivision from un-zoned to R-8 General Residential District upon annexation. Staff would schedule the matter for another public hearing and First Reading of Ordinance for the City Council Meeting to be heard on September 14th. If the matter received approval at that time, it would receive a Second/Final Reading of Ordinance on September 28th.

Site and Landscape Plans Approved (information purposes only) since the July 16, 2020 Meeting: None.

City Council Updates (FYI) Since Last Mtg. of Planning Commission on July 16, 2020.

8-10-20: Public Hearing and First Reading Approval presented by Ms. Grothe for the annexation of property near Drayton to Council who had voted favorably upon it for First Reading. Ms. Rosario said they were still working through some of the site characteristics and issues, particularly as it pertained to connecting to Drayton from Milliken; so they had been having some conversations on what that looked like and what SCDOT would and would not accept. That is on track to be annexed in; and the applicant wished to not be put on for Second/Final Reading of Ordinance until after a formal Site Plan was approved.

Dr. Stone asked Ms. Rosario regarding the site plan she just spoke of; when that site plan was ready, would it need to come back to the Planning Commission for final approval after it was approved by City Staff.

Ms. Rosario said yes, if it came in under PDD, it was required to come back before the Planning Commission. She said if it did not have an additional Planning Commission review requirement to it; it would not, and Staff would bring that to the Commission just like a site review update. The PDD's they had brought in the last few annexations, would come back to the Planning Commission prior to any approvals.

Dr. Stone said he thought he remembered that as being the case; particularly before it was all platted out and all. He just wanted to be sure for him and the new folks, in case something like this ever came back, regarding there might be a question as to why were they hearing that again.

Ms. Rosario said good point; and you had to keep on it to make sure that its done the way they said they would do it.

Staff Announcements:

- **Ms. Rosario** said she would like to formally welcome their two newest Planning Commissioners, Lekesa Whitner and Warwick Spencer; and apologized that she had not sent them the information she had previously said she would send to them. Ms. Rosario said Lekesa worked at NDG and was very active in all aspects of the community. Warrick is at Contec; and he loves Spartanburg, and had jumped in with all feet and hands and was here to help. She was super glad to welcome both of them.
- **Ms. Rosario** announced they now had a website for the new Comprehensive Plan; and she would be sending that out tomorrow in an email to everyone. She asked for them to please sign up; and said there were only a couple of activities right now, just a brief tell us what you think, who are you, what part of the city you live in, what do you like about Spartanburg. There was a brief page on equity, which they had discussed here a few times and all over the City. She said as they moved forward throughout the fall, the way it had been described to her was that they had been gearing up like the first part of a roller coaster and they were about to fly down the rest of it. She said they were going to have a lot of activity engagement opportunities. Obviously they would have to social distance and be as safe as possible during the pandemic. A good bit of virtual, but we want to do some on the ground stuff too. She would be happy to take any suggestions the Planning Commission may have and any help. Ms. Rosario encouraged everyone to feel free to share, bully people into getting involved, anything to get them to tell them what they want to see. She said they were also working on a statewide mail out just to bring attention to the website. They would be promoting it via Facebook ads as well. She believed the paper had agreed to do a story next week after they present some updates to Council; the scheduling of it and key dates. A few of the bit opportunities would be virtual for the most part, but during Planapalooza and the visioning workshops, she would be running around on the ground in town doing other smaller versions. She said they also had on the table informational packet so that people can have their own small feedback feedings. She said she was super excited about it all; and to please let her know if anyone had any questions. She said this would probably take up a good bit of her time for the rest of the year and this coming spring. She said it was very, very important to her to get this one right, because we don't do this very often. It would determine what every aspect of what the city did for the next 10, 20 years.

- Ms. Rosario informed the Planning Commissioners for those that still needed their required Continued Ed credits for 2020 to please try and get it done before the end of 2020; and Mrs. Roland would be touching base with the New Board Members to get them set up with their Required New Board Member training that needed to be completed within one year of them being appointed to a City Board. As always the City would pay for any registration and training.

Dr. Stone asked if Ms. Rosario or anyone else had any updates on comprehensive planning process.

There being no other business, the meeting was adjourned at 6:12 P.M.

Jared Wilson, Chair

Minutes edited by Julie Roland, Administrative Assistant.



The Spartanburg City Planning Commission

Agenda

“Virtual Meeting to be held

Thursday, August 20, 2020 @5:30 P.M.

In order to Prevent the Spread of COVID-19;

The August 20, 2020 Planning Commission Meeting will be held virtually over Zoom Webinar”

Please use the instructions below to gain access on August 20th, 2020 at 5:30PM:

You are invited to a City of Spartanburg - Planning Commission Meeting webinar.

When: Thursday, August 20, 2020 at 5:30 PM Eastern Time (US and Canada)

Topic: City of Spartanburg - Planning Commission Meeting

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_PqpfVfg1RB6jeihC4FIgbQ

After registering, you will receive a confirmation email containing information about joining the webinar.

You may also join by phone:

1(301) 715-8592,, 984 5022 2241

1(312) 626 6799 ,, 984 5022 2241

The Public is Cordially Invited To Attend This Meeting(Please Note: Items as they appear on the docket may or may not be considered in the order as they are presented, The Chair will announce any changes after the roll call)

- I. Call to Order.
- II. Roll Call.
- III. Approval of Agenda for the August 20, 2020 Meeting.
- IV. **Minutes: Disposition of the July 16, 2020 Meeting Minutes.**
- V. Old Business: None.
- VI. **New Business:**
 1. **Zoning Classification/Annexation Agreement Covenant and Restriction Request:**

The Planning Department has received a request to consider zoning classification for an Annexation Agreement Covenant and Restriction Request for Proposed Olivia Springs Subdivision (Phase I) from un-zoned to R-8, with a Land Use Designation of General Residential District upon Annexation, submitted by Applicant and Developer, Jay Beeson, on behalf of Mark III Properties, LLC, Owner of Tax Map Parcels 7-21-00-025.00 through 7-21-00-025.14; Tax Map #7-21-00-025.19 & 7-21-00-025.20 comprised of nineteen properties to be addressed as 501 Cedar Springs Road.
- VII. **Site and Landscape Plans Approved (information purposes only) since the July 16, 2020 Meeting (FYI): None.**

(continued on page 2)



The Spartanburg City Planning Commission

VIII. City Council Updates (FYI) Since Last Mtg. of Planning Commission on July 16, 2020:

- 8-10-20: Public Hearing & First Reading Approval of Zoning Classification & Annexation re 225 Milliken Street & '0' Cleveland Court; to be zoned as R-6 upon Annexation; Pacolet Milliken, Owner. Note: Owner does not want to go for Second/Final Reading until after they have a Site Plan in Place.

IX. Staff Announcements:

- Welcoming two New Planning Commissioners appointed by Mayor and Council on July 27, 2020: Lekesa Whitner and Warwick Spencer.
- Update regarding New Comprehensive Plan Process re TPUDC.
- Update on Required New Board Member Orientation Training and On-Line Continued Education Training for 2020.

X. Adjournment

Spartanburg City Planning Commission Meeting Minutes
Thursday, July 16, 2020
ZOOM Meeting Minutes

The City Planning Commission met via ZOOM on Thursday, July 16, 2020, at 5:30 P.M. The following City Planning Commissioners attended this meeting: Jared Wilson, Howard Kinard, Dr. Phillip Stone, and Reed Cunningham were present. Mike Epps was absent. Representing the Planning Department were Natalia Rosario, AICP, Planner III; Rachel Grothe, MCRP, Planner II; and Julie Roland, Administrative Assistant. Martin Livingston, Neighborhood Services Director was also present.

Roll Call

Mr. Wilson, the Chair, stated that notice of this meeting was posted and provided to the media 24 hours in advance as required by the Freedom of Information Act.

Mr. Wilson noted that four Planning Commissioners of the current five member Board were present, constituting a quorum; and he went over the rules and procedures for conducting a public hearing; and he had all of the Planning Commissioners introduce themselves.

Dr. Stone moved approval of the Agenda for tonight's meeting; and he was seconded by Mr. Cunningham. The motion was unanimously approved by a vote of 4 to 0.

Disposition of Minutes from the April 23, 2020 Meeting:

Dr. Stone moved approval as submitted of the April 23, 2020 Meeting Minutes; and he was seconded by Mr. Cunningham. The motion was unanimously approved by a vote of 4 to 0.

Old Business: None.

Zoning Classification/Annexation Request TMS#7-08-16-043.00 and 7-08-16-061.00; located at 225 Milliken Street & "0" Cleveland Court, currently un-zoned, and the requested zone is R-6, General Residential District upon annexation. Orange Capital Advisors, LLC, Applicant on behalf of Pacolet Milliken, LLC, Owner.

Ms. Grothe was sworn; and she submitted the meeting packets the Board Members had previously received via email, tonight's presentation and slides into evidence as Exhibit A. Ms. Grothe said tonight they would review the Zoning Classification/Annexation Request; and she showed a slide of the location map and said the project site is an approximately 27.3 acre site and is comprised of two parcels. The applicant has petitioned the city for annexation, and would like to designate the property as R6, which is general residential with the intent of developing the site with multifamily units. She showed an aerial slide of the properties and surrounding area. Ms. Grothe said historically, the site has been vacant save for a couple of cell towers and the Lower Drayton Trail. The trail is part of the Greater Dan Trail System that once completed will be a 32 mile trail system that will traverse neighborhoods throughout the community. The trail on this site will eventually extend under the Norfolk Southern Trestle toward the old Spartanburg High School and the Cottonwood Trail. More slides were then shown of the site's current condition that included a view from Milliken Street, facing south which was undeveloped. She showed a slide from another view, a little bit closer up. And another slide was shown from standing out in the middle of the street, closer to Drayton Road. And then here, the site can be seen on the left with Drayton Mills shown in the background. Ms. Grothe showed the proposed site plan the applicant had provided, which showed a potential multi-family development that was being considered for the site. In

order to develop the site with multifamily units, the applicant is seeking a zone designation of R6. Ms. Grothe said there were two sets of laws that were applicable to this project, the first being local laws and the second being state laws. She said the zoning ordinance stipulates that "all property to be annexed shall be zoned at the highest and most restrictive residential classification." The R15, which is single family residential, is the most restrictive classification, and because the property owner is requesting a less restrictive or a higher density classification, the matter has been referred to the Planning Commission to provide a recommendation to City Council on the requested zoning. Ms. Grothe said the Planning Commission was tasked with determining if the proposed R6 zone designation would be an appropriate land use for the site. The R6 designation is the densest residential designation in the ordinance, and allows for one dwelling unit for each 2,500 square feet of lot area.

Ms. Grothe said there were a number of factors to consider when contemplating a new zone designation to ensure that potential development was compatible with the surrounding area. In analyzing this proposal, a multifamily designation made sense for this location given the surrounding developments. It is located across the street from the Drayton Mills complex, a successful mixed use project. The site and surrounding area contained buffers, which would help to ensure any potential developments would be separated from nearby uses. Ms. Grothe explained in addition to location, traffic was another important consideration; and with growth, of course came an increase in vehicle trips. According to SCDOT, the section of Drayton Road nearest the project site sees an average of 23,100 trips per day. Preliminary traffic modeling indicated that higher density housing would create around four trips per day. With the increase in density, use of the existing Lower Drayton Trail would also increase. This trail would allow residents to walk, bike, or jog to other parts of the city, which would create connections between neighborhoods. The trail would not be exclusive to residents of the site and would be open for public use. Ms. Grothe said the final consideration was the number of housing units this potential designation would add. She said additional units would help alleviate some of the housing issues that the city was currently facing. Ms. Grothe concluded by saying the proposed zoning and subsequent multifamily developments were appropriate for the site. Should the Planning Commission choose to recommend this annexation and accompanying zone favorably to City Council, all plans for development would be subject to the site plan review process by City Staff. I am available to answer any questions that y'all may have, and I believe Danny Balon, the applicant with SeamonWhiteside is here as well.

Planning Commission Questions for Staff:

Mr. Cunningham asked would this development essentially eliminate the parking area that's across the street from Drayton Mills, or is it set back further.

Ms. Grothe said her understanding of it was those were two separate lots. The parking was located on another lot that she believed was also owned by Milliken as well. She said Mr. Balon could probably speak to that a little better, but she thought they would stay. She thought maybe in the future there might be some plans for development of that lot, but not at the present time.

Mr. Balon said that was correct, and the parking lots would not be part of this project. It actually will not end up being part of this annexation. Pacolet Milliken as of right now was going to retain that property for the time being.

Mr. Cunningham asked was that tract behind that property.

Mr. Balon said that was correct.

Dr. Stone asked the Chairman if he was looking at the map, it looked like the property was adjacent to City Property. There was a kind of a tan property that he guessed was at the back of the Beaumont Neighborhood, and then across the railroad tracks. He asked was that how they could do this, because they were adjacency to other City property.

Ms. Grothe said yes and she explained and showed the location map slide that referenced City Limits/and zoning of the surrounding properties and unzoned properties that were in the County; She pointed to 380, that was currently within city limits. And she showed another portion on the map on the other side of the railroad tracks, and said that was also within city limits...

Mr. Danny Balon, Seamon Whiteside, Spartanburg Office was sworn, and said he was representing the applicant, who was Orange Capital. He said Ms. Grothe did a very thorough job of explaining the request, and she had gone over most of the high points as it pertained to the actual planning piece of this. We've done a great regular coordination with the City so far in terms of trying to put this in a way that would work for everybody's best interests. But as of right now, I don't really have any more to say.

Planning Commission Questions for Applicant:

Mr. Wilson asked Mr. Balon was the intended design or plan to have this as a gated community at all.

Mr. Balon said as of right now, the plan was for it not to be gated.

Mr. Kinard asked was there any opposition from neighbors or other parties who had expressed or written in regarding any objections or concerns with the project.

Ms. Grothe said none that she was aware of. She said it looked like there were 11 attendees, one being with their hand up. She said she talked to three or four different people who just sort of wanted to know a little bit about it and what it was, or folks who wanted to know if this was going to affect their property, or if the City were annexing their property, that sort of thing. She had not heard any opposition.

Mr. Cunningham asked about the size of the units and approximate market value or sales price.

Ms. Grothe said she could not speak to that; and she did not know that the applicant was there yet in terms of their plans.

Mr. Wilson, the Chair referenced the engineered site plan rendering that was part of their meeting packet; and he explained it showed a total of 320 units. Of those, 128 were proposed single bedrooms; 158 were two bedrooms; and 34 were three bedrooms. He said since it would be a rental apartment complex, there would be no proposed sale price; and he asked Mr. Balon if he could speak to that figure.

Mr. Cunningham said that had answered his question.

Mr. Wilson opened the public hearing portion of the meeting for public questions or comments; and he explained anyone could address the Planning Commission by either using the raise hand function and the host would recognize them, or they could request a chat via the host.

Mr. Wilson asked whomever had their hand raised to state their name and address for the record.

[Editor's note: there was some trouble with the audio regarding the person trying to speak was not coming through].

A lady who identified herself as Sharon; asked what part of Milliken was going to be closed.

Mr. Wilson referenced a slide of the area; and he said based on what had been requested and submitted here this evening, this was the parcel and property, while it was owned by Pacolet Milliken, It's across the street from the Milliken building and Drayton development. There's nothing on the property, currently, that existed and was being closed.

Mr. Balon said she may be referring to Milliken Street. He explained right now, there was a gate down near the intersection of Milliken and Cleveland Court, which continued on into the property, which was technically still Milliken Street and past the gate. The applicant had petitioned to take that from the county, and that would become part of the property. But the rest of Milliken Street would stay open. There was nothing that would be closed.

The lady said o.k.

Dr. Stone asked the lady if she had a statement or any other comments she would like to make.

The lady said she did not.

Mr. Wilson asked were there any other hands raised or people who wished to chat or make any comments.

Dr. Stone said he did not see any more hands raised; and he said there were eleven property owners signed on to the Zoom Meeting.

Mr. Wilson said they would wait a few more seconds. Since no-one else indicated they wished to speak, Mr. Wilson closed the public portion of this evening's proceedings; and he said they would now move on to Board Deliberation.

Planning Commission Deliberation:

Mr. Wilson said he would hit the high points they typically considered; and he felt like what's being requested would annex in additional property to the City, it would add to the tax revenue income for the City, it would provide additional housing, which was certainly in need in the City. From the density standpoint, as staff and the traffic study pointed out, while this was the densest use, when you compared it to the R6, this would only create four additional trips per day versus 10 if it were to be annexed and zoned as single family dwellings. Mr. Wilson said from a traffic impact standpoint, this was the least impactful. He knew Mr. Cunningham always liked to know about the trees; and from the report they had it looked like every effort would be made to preserve the trees on site. Mr. Wilson thought it was a great thing they were committed to maintaining the public access to the trail system. And that it would be an amenity for not only the residents, but also the general public.

Dr. Stone agreed with the Chair; and he felt it would be a very good project since it would add to the taxable wealth of the City; added housing; and would extend the boundaries of the city, actually closer to the Drayton project that's already been developed, and that It looked like it would be of benefit to the City. He saw no reason why they should oppose this annexation or this particular zoning classification; and felt like the right zoning classification in his opinion.

Mr. Cunningham was in agreement; and thought it would be a nice addition.

Mr. Kinard felt everything had been addressed and had nothing else to add to the prior comments.

Dr. Stone moved to approve the request and recommend R6 as the zoning classification to City Council as presented by Staff; and he was seconded by Mr. Cunningham. The motion was unanimously approved by a vote of 4 to 0.

Mr. Wilson said for the record, the Planning Commission approved the requested zoning classification for the annexation as submitted, for Tax Map Parcel numbers 7-08-16-043.00 and 7-08-16-061.00 for the two properties located at 225 Milliken Street and 0 Cleveland Court that were currently un-zoned and they were recommending approval for the requested zone as R6. He said this favorable recommendation would be sent for approval to City Council; and he asked Staff what dates that would be heard.

Mrs. Roland, Administrative Assistant said it would go for a First Reading and another Public Hearing before City Council on August 10th; and if it received First Reading approval, it would then have a Second/Final Reading by City Council on August 24, 2020.

Mr. Wilson said once approved by City Council, all the plans for the development would be subject to the site plan review process by City Staff.

Ms. Grothe said that was correct.

Site and Landscape Plans approved since the April 23, 2020 Meeting. (For Information)

There were none.

City Council Updates (FYI) since the last Planning Commission Meeting on April 23, 2020.

Mrs. Roland went over the updates that were listed on the Agenda.

Staff Announcements:

- Mrs. Roland said the Mayor and City Council had recently re-appointed Board Member Stone to serve a second term on the Planning Commission; and there were two vacant Planning Commission positions on the Board; and she thought the Mayor and Council would look at those either the end of July or early August.
- Ms. Roland also included in the meeting packets an email to all the Commissioners regarding the on-line Continued Education Training available by the ACOG; and it was very inexpensive; which the City would pay for.

Dr. Stone asked if Ms. Rosario or anyone else had any updates on comprehensive planning process.

Mr. Livingston informed the Planning Commissioners they met with the consultants recently within the last two weeks to discuss a brief process and he said they had a think tank. They're working on putting

together a think tank of local residents and business owners that would guide and help the consultants make some decisions or test any ideas that were presented by the consultant before it's actually presented to the general public. And so they're working through that process. They were also trying to figure out how to have online engagement, as well as in-person engagement, for the planning process with COVID-19, that has made actual in person engagement difficult or challenging. So right now they were having conversations about how to do engagement.

- There being no other business, the meeting was adjourned at 6:09 P.M.

Jared Wilson, Chair



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DEPARTMENTAL MEMO

To: All Planning Commissioners
From: Natalia Rosario, Planning Staff
Planning Department

Subject: The Planning Department has received a request to consider Annexation and Zoning of the Olivia Springs Subdivision, from unzoned to R8: General Residential District. The properties are identified by tax parcel ID as follows: 7-21-00; 025.01, 025.02, 025.03, 025.04, 025.05, 025.06, 025.07, 025.08, 025.09, 025.10, 025.11, 025.12, 025.13, 025.14, 025.15, 025.16, 025.17, 025.18, 025.19, & 025.20. Applicant and Developer, Jay Beeson on behalf of Mark III Development & NVR Inc. DBA Ryan Homes, Owners.

Date: Thursday, August 13, 2020

APPLICATION SUMMARY

Under South Carolina State Law relating to annexation, the Planning commission must “sign off” on the zoning of the properties that are proposed to be annexed into the City of Spartanburg if they are not being annexed in as R-15: Single Family. The City has received a 100% annexation petition from Mark III Development and Ryan Homes Construction, in order to develop upon the above referenced properties a single family housing subdivision of 144 units. The property is requested to be annexed and developed under the R-8: PDD code, which permits the development of the property at an approximate 6.3 units per acre, where the proposed development will have a unit density of 2.45 units per acre (144 units over 58.85 acres). This property is not contemplated by the 2004 Comprehensive Plan, although it is adjacent to the existing Meadowlands and Lakes of Canaan Subdivisions, also zoned R-8: PDD. The development of this property as a single family subdivision is therefore contextually appropriate with existing development. The surrounding area consists of primarily single family residential and a mix of mid-to-high intensity uses, including a Neighborhood Wal Mart at Cedar Springs, several pharmacies and drive through restaurants, as well as other large shopping centers with varying levels of vacancy.

According to the SCDOT 2019 Traffic Counts, Old Canaan Road Ext. sees an average of 11,100 trips per day. The given assumption for number of trips produced by a single family household (the largest trip generator of any single use) is around ten trips per day, including mail delivery, trash pickup, and other services, as well as trips produced by the resident of the home. At full build out, this subdivision can be expected to add around 1,440 more trips per day along this corridor. A full traffic study would need to be undertaken in order to understand in which direction these trips will go – while that is not a requirement of the Planned Development District Ordinance, Planning Commission may request one as a condition on the project.

Staff is satisfied that the use of the property and those allowed under the R-8: PDD (Single Family Subdivision) are appropriate for this zone. Please note that the property is currently vacant, and the developer has provided preliminary civil site plans, and intends to meet or exceed City of Spartanburg buffer, open space, and walkability standards. Please note that Phase 1 of the project was reviewed and accepted by the Spartanburg County Planning Department, and subsequent phases of the project will undergo review by the City of Spartanburg Planning Department; however the site was discussed with the City prior to beginning development with the intent of eventually being annexed to the City, and the Phase 1 portion of the site as well as expectations for the subsequent phases were tailored to the City Land Development Regulation specifications.

Should the Planning Commission choose to recommend this annexation and accompanying zone favorably to City Council, it will be heard on September 14th, 2020 (first reading and presentation) and September 28th, 2020 (second and final reading).

CC:
FILES



REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council
FROM: Chris Story, City Manager
SUBJECT: Establishing the Spartanburg Housing Fund
DATE: September 10, 2020

As we continue to advance a number of strategies to improve housing affordability, one important step is the establishment of the Spartanburg Housing Fund, an additional tool to support affordable housing supply in the City. One of the positive aspects of our complex arrangement to replace Norris Ridge is that it will provide the initial capitalization of such a fund. This fund will be used exclusively to fill gaps in development projects that build, preserve, or improve affordable housing units in the City. We envision much of the activity will be in the form of loans to provide gap financing, but it also may involve some grants or even a limited number of equity investments. The activities will be conducted according to goals and policies determined by the City.

For a variety of reasons, these goals require that we partner with another entity to hold and administer the funds. We are recommending that we establish an agreement with CommunityWorks (see <https://communityworkscarolina.org/>). CommunityWorks is a non-profit community development financial institution with whom we have partnered many times. They are experienced in the financing and underwriting of affordable housing. Our funds would be segregated from their other funding and used solely for projects approved by a committee comprised of Mitch, Martin, and me (with prior consultation from City Council). CommunityWorks would perform financial analysis, underwriting, loan administration, financial reporting and other related tasks. CommunityWorks successfully performed the same function in collaboration with the City of Greenville in recent years. They would be compensated for this work through appropriate transactional and administrative fees. We consider this to be more efficient and effective than other alternatives for managing this new fund.

Tammie Hoy Hawkins, the former Director of the Northside Initiative here, is now the CEO of CommunityWorks. She is very familiar with our community, our needs, and our goals. She is a trusted colleague.

The enclosed action enables us to establish this relationship. We recommend your approval.

A RESOLUTION

TO AUTHORIZE THE CITY MANAGER TO DEVELOP THE ORGANIZATIONAL PLAN FOR ESTABLISHING A NON-PROFIT AFFORDABLE HOUSING TRUST FUND AND EXECUTE AN AGREEMENT WITH COMMUNITY WORKS FOR ITS OPERATION.

WHEREAS, the City Council of the City of Spartanburg (herein after “Council”) recognizes that decent, affordable housing is important in that it fulfills a basic human need for shelter; and

WHEREAS, decent, affordable housing also contributes to the well-being of families. Studies show children in stable housing do better in school and are less likely to experience disruption in their education due to unwanted moves; and

WHEREAS, adults living in decent, affordable housing also experience less physical and mental illness due to lessening concerns of high housing costs and the resulting foreclosures and evictions; and

WHEREAS, decent affordable housing reduces stress, toxins and infectious disease, which leads to improvement in both physical and mental health; and

WHEREAS, affordable housing is a critical component of the economic vitality of communities in that it attracts and retains employees, supports the local workforce, and contributes to a healthy mix of housing options; and

WHEREAS, Council desires to increase and improve the stock of decent, affordable housing in the city; and

WHEREAS, Council recognizes that affordable housing trust funds often provide a more flexible, adaptable and nimble approach to increasing a city’s stock of affordable housing than other housing programs; and

WHEREAS, Council recognizes the value and benefits of utilizing an experienced and capable third party entity to operate an affordable housing trust fund; and

WHEREAS, Community Works has a demonstrated record of successfully operating housing trust funds for municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA that the City Manager is authorized to work toward the establishment of a Non-Profit Housing Trust Fund and execute an agreement with Community Works for its operation in substantially the same form as that agreement attached hereto and marked as Exhibit 1, with minor edits as he, in consultation with the City Attorney, deem necessary.

DONE AND RATIFIED this _____ day of _____, 2020.

June L. White, Mayor

Attest:

Connie M. Kellner
Clerk

Approved as to form:

Robert P. Coler
City Attorney

AGREEMENT BETWEEN
THE CITY OF SPARTANBURG, SC
AND
COMMUNITY WORKS
TO PROVIDE ADMINISTRATION
AND MANAGEMENT SUPPORT FOR
A DESIGNATED
SPARTANBURG AFFORDABLE
HOUSING TRUST FUND

This Agreement (hereinafter referred to as this "AGREEMENT") is entered into on the ___ day of September ___ 2020, by and between the City of Spartanburg (hereafter referred to as "City") and Community Works (hereafter referred to as "CW") (collectively referred to as the "Parties").

WHEREAS, the Parties desire to enter into this AGREEMENT pursuant to which they shall work together to accomplish the goals and objectives set forth below;

WHEREAS, the Parties have reached an agreement pursuant to which the City will establish a Spartanburg Affordable Housing Fund ("the Fund") operated and administrated by CW to assist the City in accomplishing the goals and objectives set forth below;

MISSION

This AGREEMENT has been established with the following intended mission in mind: to support the increased development and preservation of affordable and workforce housing in the City of Spartanburg.

PURPOSE AND SCOPE

This AGREEMENT shall provide the structure, roles, responsibilities, and obligations of the Parties in connection with the establishment, operation and administration of the Fund. CW will act as the Fund's fiscal agent and program administrator. CW staff will work with City designated staff to develop programs and policies that support the mission of the Fund. CW will provide operational, program, financial and administrative oversight and support for the Fund.

OBJECTIVE

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain the effective and efficient deployment of financing for the promotion of affordable and workforce housing.

TERM

This AGREEMENT shall become effective on the date indicated above and continue for an initial term of three (3) years. Thereafter, unless notice of termination has been provided

as set forth herein below, this AGREEMENT shall renew from year to year. Both Parties agree to an annual evaluation of this AGREEMENT. During the initial term, or any subsequent renewal thereof, this AGREEMENT may only be terminated for cause: (a) if a Party breaches its obligations hereunder and fails to cure such breach within 30 days of receipt of notice of the breach from the other party; or (b) if the Parties are unable to reach a mutual agreement on the amount of the annual Administrative Fee, as defined herein below, to be paid by the City to CW. Upon 6 (six) months prior written notice, either Party may terminate this agreement at the end of the initial term or any subsequent renewal thereof.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

City will pay CW an administrative fee (hereafter referred to as the "Administrative Fee"), as specified herein below, for the administrative and support services provided by CW pursuant to this AGREEMENT. The City will pay CW an annual Administrative Fee of X% for administrative and support services provided by CW.

In exchange for the Administrative Fee and additional costs set forth above, CW will provide the following operational, administrative, and support services as part of its Fund Management activities:

A. Administrative Support:

1. Providing office space and equipment for CW employees who are providing administrative support services to the Fund;
2. Providing City staff with technology support related to the fund (but not including the costs for acquiring hardware or software for City staff or employees);
3. CW will host all information about the Fund on its website and link to City site as needed;
4. Providing human resource support for the staffing of the Fund to include but not limited to marketing, lending, underwriting, compliance, oversight, fundraising and management; and
5. CW's CEO will provide direct leadership to the Fund and peer level support to the City of Spartanburg Neighborhood Services staff, or any staff defined by the City.

B. Financial Support:

1. Acting as the fiscal agent for the Fund, including managing all operating and program funds in the Fund's defined bank account, accepting funds on City's behalf to support the Fund, managing accounts payable and receivables on behalf of the Fund, managing and preparing financial reports for the City's designated staff and any other parties defined by the City, including providing an annual audit, and providing other financial reports to the City;
2. Entering into agreements on behalf of the Fund where necessary to receive funding;
3. Reviewing loan applications for funding based on the Funds policies;
4. CW CEO shall have the authority to sign checks in conjunction with the Fund's management and enter into agreements on behalf of the Fund;
5. The Fund will be a part of CW's consolidated financials under a restricted account;

6. CW will provide an audited financial of the Fund's restricted account(s); and
7. CW will provide monthly financial statements and report is to City designated staff.

C. Loan Program Support:

1. Providing underwriting services based on the Fund's Policies;
2. Utilizing CW's affordable housing financing and credit policies to underwrite loan applications;
3. Providing participation and co-lending opportunities with CW's CDFI funding where appropriate;
4. Working with the City staff to present eligible projects to CW's Expanded Loan Committee for analysis and recommendations;
5. Preparing credit memo and final funding recommendations to the City's Advisory Committee;
6. Preparing Loan Closing packets;
7. Closing loans approved by Loan and City Advisory Committee;
8. Deploying the Fund's approved funding to eligible borrowers;
9. Managing the Fund's Loan portfolio including loan loss reserves, loan maintenance, collections and notices; and
10. Providing the City with monthly portfolio status reports.

D. Other Program Support:

1. CW will work with the City to define and jointly agree upon future activities that may include, but are not limited to, other financing and equity like product development ;;
2. CW and the City will work together to support advocacy and policy action; and
3. CW will work with the City in providing education and outreach to support the mission of affordable housing;

The City and City staff will be responsible for the following:

Administrative:

1. Paying the Administrative Fee, as set forth herein above, to CW for the aforementioned activities and support;
2. Work with CW to finalize the Fund's Program budget based on public and private commitments;
3. Providing approval and authorization to CW for loan fund expenditures;
4. Reimbursing CW for any expenses associated with the Fund not covered by the Administrative Fee, including, but not limited to, expenses associated with special programs, audits, legal services, public relations activities, and marketing;
5. Establishing an Advisory Committee that will provide guidance and direction to CW to support the Fund and its mission; and

B. Fundraising:

1. Identifying and raising revenue sources to finance affordable and workforce housing;
2. Identifying and raising operating support for the Fund in partnership with CW; Making collective fundraising requests for public and private sources and

exploring revenue sources to support the Fund's activities and programs

C. Programmatic:

1. Providing funds to finance affordable housing projects based on the Fund's Program Policies;
2. The City will appoint up to 2 (two) individuals to sit on CW's Loan Committee to review the City loan requests;
3. CW's Loan Officer and Loan Committee will make recommendations for financing consideration;
4. CW will make final decisions on which projects will be funded with funding available with support from the City's Advisory Committee;
5. The City will consider CW leveraged financing where appropriate;
6. CW and the City will jointly develop a Fund brand and marketing and PR strategy

Where appropriate, the City and CW will jointly engage in the following:

1. Evaluating and underwriting projects with both CW and City funding sources in mind;
2. Ensuring projects meet program requirements;
3. Maintaining affordability controls;
4. Annual monitoring of funded projects;
5. Advocating for policies that promote and preserve affordable and workforce housing;
6. Making joint funding requests, if approved by CW;
7. Cultivating housing partners, developers and advocates;
8. Providing technical assistance to developers and borrowers;
9. Increasing educational opportunities, including, but not limited to, developer forums, workshops , housing summits, etc.
10. Where appropriate, jointly using logos and co-branding in press releases, marketing materials, and other documents and communications; and

COMPENSATION

Except as expressly provided in this Agreement, CW shall receive no compensation from the City for the services provided under the terms of this Agreement. Nothing in this Agreement shall preclude CW from charging or collecting a reasonable origination fee for processing applications.

NOTICE

All notices required or permitted under this AGREEMENT shall be in writing. All notices and payments shall be sent to the address shown in the first paragraph of this AGREEMENT or to such other address as may from time to time be designated by written notice. Notices shall be deemed delivered when (a) personally delivered; (b) five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party; (c) one (1) day after facsimile transmission, provided that a hard copy of the facsimile transmission is promptly mailed in the manner set forth in subsection (b) above; or (d) upon confirmation of email delivery receipt.

GOVERNING LAW AND SEVERABILITY CLAUSE

This AGREEMENT is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the parties that may arise pursuant to this AGREEMENT shall be brought in a court of competent jurisdiction located in Greenville, South Carolina. If for some reason a court finds any provision of the AGREEMENT, or portion thereof, unenforceable, that provision of the AGREEMENT shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this AGREEMENT shall continue in full force and effect.

ASSIGNMENT

This AGREEMENT shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this AGREEMENT.

MISCELLANEOUS

This AGREEMENT expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior Written agreement regarding the subject matter hereof shall be merged herein and then extinguished. If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected thereby and each such term, covenant or condition of this AGREEMENT shall be valid and enforceable to the full extent permitted by law. The captions and headings used in this AGREEMENT are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this AGREEMENT. As used in this AGREEMENT, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

AUTHORIZATION AND EXECUTION

This AGREEMENT is executed on the date first set forth above.

Community Works
By: _____
Its: _____
City of Spartanburg
By: _____
Its: _____



REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council
FROM: Chris Story, City Manager
SUBJECT: Duncan Park Stadium Use Agreement
DATE: September 10, 2020

In recent years the City's Duncan Park Stadium has been home to the Spartanburg High School Viking Baseball program. During that time, we have continued to maintain the playing field and the stadium grounds, while our partner School District Seven has made significant structural improvements to the facility making it a much more functional and attractive venue. Although there are more improvements necessary to fully restore the facility, the renovations to date have positioned the facility to be able to host more use.

Attached is a proposed agreement that would allow the stadium to become the home to a Coastal Plain League team each summer. The Coastal Plain League is a collegiate summer league, featuring top-notch college players from across the nation (more information below).

This arrangement would facilitate a new family entertainment offering for our community while increasing the likelihood of additional physical improvements to our historic ballpark. As proposed, our costs are limited to modest increase in field maintenance man-hours which we believe is manageable and appropriate. We recommend your approval and look forward to any questions you may have.

Today's Coastal Plain League (from CoastalPlain.com):

The new and revived Coastal Plain League is a collegiate summer league, featuring top-notch college players from across the nation. The CPL returned in 1997 to fill a void in summer baseball. While there were many summer leagues in operation at the time, there wasn't really one located in the Southeastern United States.

Former league president Pete Bock first got the idea for the CPL in the early 1990's when his son, Jeff, a pitcher for Barton College, was spending his summers playing in the Valley League. After making several long trips to see his son play, Bock, a long-time minor league sports executive, began wishing there was a summer league closer to home. A few years later, he partnered with league Chairman and CEO Jerry Petitt to form the new Coastal Plain League.

Since then, the Coastal Plain League has rapidly grown to be among the premier summer collegiate baseball leagues in the country. The CPL prides itself on creating a professional, minor league-like atmosphere for all its players, coaches, umpires, and fans each and every summer!

Celebrating its 24th season in 2020, the CPL proudly features 15 teams across Georgia, North Carolina, South Carolina and Virginia. Many of the CPL teams play in former minor league stadiums and cities, as well as in newly constructed stadiums that meet Class A standards. Teams in the CPL play in front of large crowds of passionate fans throughout the summer months - as league attendance has averaged above 550,000 fans over the last five seasons. Players come from all over the country to take part in the best summer collegiate baseball experience each year. Our teams and league office work closely with each player and school to ensure a positive and long-lasting relationship, as well as helping to secure host families and summer employment for our players if desired.

With a 52-game schedule (running from late-May to mid-August), annual Pro Scout Day and All-Star Game, and championship playoffs system, the Coastal Plain League prides itself in returning players to their respective schools as better, well-rounded individuals who can instantly help their program succeed on and off the field; as well as be successful at the next level of baseball.

Highly ranked and thought of by players, coaches, and baseball publications and scouting notebooks such as Baseball America, Perfect Game Crosschecker, and Ballpark Digest, the Coastal Plain League also ranks high in the eyes of Major League Baseball and its scouts. In fact, heading into the 2020 summer season, the Coastal Plain League has seen over 1,650 alumni drafted by Major League teams; and even more impressive is that we have had 131 alums who have made it to the Majors. Some of our most notable alumni include former AL MVP, Cy Young winner and 2017 World Series champion Justin Verlander, Ryan Zimmerman, Chris Taylor, Mark Reynolds, Kevin Youkilis, and NFL Super Bowl XLVIII champion quarterback Russell Wilson.

A RESOLUTION

TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOUTH CAROLINA FAMILY ENTERTAINMENT, LLC AND NATIONAL SPORTS SERVICES, LLC FOR THE USE OF DUNCAN PARK FOR A SUMMER BASEBALL LEAGUE.

WHEREAS, the City Council of the City of Spartanburg (herein after "Council") recognizes the benefits and value offering summer baseball entertainment to the community; and

WHEREAS, South Carolina Family Entertainment, LLC (herein after "SCFE") and National Sports Services, LLC (herein after "NSS") have demonstrated the ability and desire to offer a summer baseball league in Spartanburg; and

WHEREAS, Council desires to lease the Duncan Park baseball field to SCFE and NSS for a summer baseball league.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA that the City Manager is authorized to execute an agreement with SCFE and NSS in substantially the same form as that agreement attached hereto and marked as Exhibit 1, with minor edits as he, in consultation with the City Attorney, deem necessary.

DONE AND RATIFIED this _____ day of _____, 2020.

Junie White, Mayor

Connie M. Kellner, City Clerk

DUNCAN PARK USE AGREEMENT

BY AND BETWEEN

CITY OF SPARTANBURG

AND

SOUTH CAROLINA FAMILY ENTERTAINMENT, LLC

IN WITNESS WHEREOF, South Carolina Family Entertainment, LLC (“SCFE”) a limited liability company organized and existing in good standing under the law of the state of South Carolina, National Sports Services, LLC (“NSS”), a limited liability company organized and existing in good standing under the law of the state of Kansas, and the City of Spartanburg (“City”), (collectively referred to herein as the “Parties” and each separately as a “Party”), have agreed to this Use Agreement (“Agreement”) as of the day and year indicated below.

RECITALS

WHEREAS, the members of SCFE have developed expertise in operating and managing sports teams and desires to enter into a binding Agreement for Duncan Park (“Stadium”) located in Spartanburg, SC; and,

WHEREAS, The City of Spartanburg (“City”) allows Spartanburg School District 7 to use the Stadium and surrounding facilities for its high school baseball team; and,

WHEREAS, the Stadium serves as the home baseball field for Spartanburg High School baseball and South Carolina High School League, and American Legion tournaments (“SCHSL”); and,

WHEREAS, SCFE and City are entering into this Agreement for the purpose of placing a summer college baseball team (“Team”) which plays in a wood bat league (“League”) in the Stadium for the 2021 season and beyond; and,

WHEREAS, the Stadium will be available for other recreational, entertainment and civic uses as set forth herein; and

WHEREAS, the following terms are binding between the Parties.

NOW THEREFORE, in consideration of the Recitals, which are incorporated herein by reference, and the mutual covenants set forth herein, the undersigned Parties hereby agree to the following binding terms:

1. **Stadium Term.** SCFE shall have the right to use the Stadium including all areas within the fenced in area commonly known as Duncan Park during the entirety of the period from October 1, 2020 through September 30, 2025 (the “Initial Term”)

Should SCFE not be in default of the Agreement as of August 15, 2025, SCFE may extend this Agreement for one additional 5 (five) year period (“the Additional Term”) beginning October 1, 2025 and concluding September 30, 2030.

2. **Priority Period.** SCFE shall have priority over all events on the Premises annually during the time period of May 15 – August 15 (“the Priority Period”), with the exception of Spartanburg High School baseball games and SCHSL and American Legion tournaments. Premises shall be defined as the Duncan Park stadium and playing field, buildings and structures, the proximate parking lots used for event parking, public walkways and roadways adjacent to the stadium, and the area south of the stadium that incorporates the batting cages. Any areas over which the City does not have legal control will be deemed to be excluded from the definition herein for Premises. SCFE agrees to black-out dates for Spartanburg High School baseball games, SCHSL and American Legion tournaments. SCFE shall provide City and District 7 for its approval a schedule of home games and potential playoff games a minimum of five (5) months prior to the first scheduled home game of the upcoming season.
3. **Team.** SCFE agrees to provide a Team in good standing as a member of the League during the Initial Term of this Agreement and any Additional Term. With prior, written approval of City, SCFE may provide a Team in another League (“New Team”). It is expressly understood that a New Team must be of an equivalent or higher level of play. Such New Team to be approved by City, with such approval to not be unreasonably withheld. Should the League cease to exist due to merger with another entity, or the League reorganizes to the benefit of League members, this action by the League will not require approval of City for this Agreement to continue in effect.
4. **Stadium Renovations.** The Parties will work together to effectuate the following stadium changes, at SCFE’s expense, prior to the Team’s 2021 season: move the first base interior fence closer to the right field foul line, to include relocating the first base bullpen; move the portable bleachers currently on the third base side to the first base foul territory area; provide necessary utility usage/hook-ups to accommodate Team’s needs for ticketing and food and beverage operations. In addition, the Parties will pursue the potential use of the first four rows of bleacher seating in the grandstand area, to include steps and handrails and modify fencing under the bleachers as necessary to cordon off access to the seating area which is physically under the grandstand. The Parties will use reasonable and good faith efforts to develop future stadium renovations during the Initial Term.

5. **Field Equipment & Maintenance.** SCFE shall be entitled to use the District 7 Field Equipment for the Stadium identified in Exhibit A. If any of the Field Equipment listed in Exhibit A requires maintenance or replacement as a result of the use by SCFE, SCFE shall provide appropriate maintenance or shall supply suitable replacement of such Field Equipment for the Stadium.

The City shall be solely responsible for maintenance and upkeep of the Stadium, playing surface and grounds including but not limited to the care and preparation of the field for games. The phrase “preparation of the field for games” shall be limited in meaning to providing a safe, game ready field whose grass has been cut, lines have been painted, field has been dragged, pitching mound ready for play, and bases set and painted by 2:00 p.m. on Mondays through Fridays, excluding holidays. Preparation of the field for games shall not include in game maintenance of the field. All costs including materials and labor to upkeep and maintain the Stadium playing surface in proper playing condition shall be the responsibility of the City.

Absent negligence by SCFE, the City shall be responsible for major repairs to the playing surface during the Term.

6. **Stadium Cleaning.** For all of its events, SCFE shall provide cleaning and janitorial services for the Stadium including the seating areas, concourse, rest rooms, clubhouses and parking lots. Cleaning shall include items such as garbage removal, sweeping of concourse and patron walkways and pressure washing as needed.
7. **Utilities.** For Team events, the City shall be responsible for providing Stadium utilities (electricity, water, sewer, disposal service) and the cost there of.
8. **Field Access.** For each scheduled home game, SCFE shall have exclusive use of the Stadium playing field beginning at 8:00 am on game day.
9. **Office Space.** Should the Stadium office space become available for occupancy, SCFE may occupy the Stadium office space at its discretion pursuant to this Agreement. The monthly cost for telephone and internet service is the responsibility of SCFE. Any furniture, fixtures and equipment necessary for Team office operations are the responsibility of SCFE. Cleaning and janitorial services for the office space are the responsibility of SCFE.
10. **Ticketing.** SCFE will modify an existing structure or provide a structure at the main Stadium entrance from which SCFE can sell tickets to Team events. Beyond ensuring there is necessary utility service in place for Team’s ticketing needs, SCFE shall be

responsible for all costs for any modifications or for the installation of a box office. SCFE shall also be responsible for all costs for the Teams ticketing system including licensing fees, per ticket printing fees, sales taxes, payroll and payroll taxes for Team events.

11. **Concessions.** SCFE hereby expressly acknowledges that District 7 shall have the exclusive right to use and occupy the concession areas at the Stadium during the Term for storage, preparation and sale of food, beverages, souvenirs, and other concessions (“Concessions”) during Spartanburg High School baseball games and SCHSL and American Legion tournaments. Other than such use by District 7, during the Priority Period, SCFE shall have the exclusive right to use and occupy the Concession areas at the Stadium; and no other tenant, sub-tenant, licensees or other person shall have the right to use the Concession area or to sell food or beverages at the Stadium, without the express written consent of SCFE.

City and District 7 agree that no food products and beverages may be brought into the Stadium during use of the Concessions areas at the Stadium when such Concession areas are used and occupied by SCFE.

During its operation of Stadium Concessions, SCFE shall be responsible for all costs of the concession operations to include but not limited to costs of goods sold, sales taxes, payroll, payroll taxes and insurance. All permitting and insurance required (including liquor liability) for the Stadium food and beverage operation will be the responsibility of SCFE. SCFE may utilize third parties to provide concession services as is appropriate for the conduct of SCFE’s business at the Stadium.

SCFE agrees that all concessions and concession services shall be of high quality commensurate with industry standards prevailing in facilities similar to the Stadium. All items offered for sale by SCFE, or any third party at the Stadium, shall be sold at reasonable prices established by SCFE which are plainly displayed.

SCFE shall be entitled to use District 7’s facilities and equipment for the Stadium concession operation identified as Exhibit B. It shall be the responsibility of SCFE to purchase all additional equipment that SCFE deems necessary for the operation and sale of concessions at the Stadium which is not listed in Exhibit B. Any concession equipment provided by SCFE, shall be maintained by SCFE at its sole expense including the replacement thereof if necessary.

SCFE agrees that throughout the Term and any extension thereof, it shall possess and maintain in good standing a license to sell alcoholic beverages from the South Carolina Department of Revenue.

12. **Sponsorship.** During the Priority Period, SCFE receives exclusive rights to all Stadium sponsorship and advertising (“the Sponsorship Elements”) to include but not limited to outfield wall signs, banners, ticket booths, stadium entrances, parking areas, field level signs, dugout tops, interior dugout walls, fixed scoreboard panels, concession menu boards, concession stands, program stands, retail store, concourse wall signs and displays, table tops, beer garden, picnic areas and group areas. At the sole discretion of District 7, SCFE may be required to cover or remove Sponsorship Elements at the sole cost of SCFE, should a Spartanburg High School baseball game or SBSCL or American Legion tournament be held at the Stadium during the Priority Period.

All costs to produce, install and remove the Sponsorship Elements shall be the sole responsibility of SCFE.

SCFE agrees that the kind, type, size and location of all Sponsorship Elements shall be in keeping with the character of the Stadium. District 7 shall have the authority to prohibit advertising which it deems offensive or inappropriate, which right will not be unreasonably implemented.

13. **Videoboard.** After satisfactory training of SCFE personnel by District 7 on the proper use of the Stadium scoreboard and videoboard, such scoreboard and videoboard may be used by SCFE during the Term so long as such use does not conflict with the use by District 7 and SCFE returns such scoreboard and videoboard in good condition after each such use. SCFE shall be responsible for repairing any and all damage to the Stadium scoreboard and/or videoboard which occurs during or as a result of SCFE’s use thereof. Otherwise, maintenance of the Stadium scoreboard and videoboard shall be the sole responsibility of District 7.

It shall be the responsibility of SCFE to purchase any additional equipment for the operation of the videoboard which SCFE deems necessary for the Team’s operation of the videoboard. Maintenance of any videoboard software or equipment provided by SCFE shall be the sole responsibility of SCFE.

During League games, SCFE shall have the exclusive right to use of the Stadium videoboard to display advertising, sponsor logos, commercials and entertainment.

14. **Broadcasting.** SCFE shall retain all revenue or benefits from Team's broadcasting, cable casting, internet transmission or telecasting for any of Team's games played at the Stadium. Any production expenses associated with the broadcasting, cable casting, internet transmission or telecasting of Team's games shall be the sole responsibility of SCFE. However, it is expressly understood that SCFE shall be charged no special fees, permits or hook-up expenses for its broadcasters, cablecasters or telecasters.
15. **Pouring Rights.** SCFE shall be responsible for negotiating pouring rights agreements for alcoholic and non-alcoholic beverages at the Stadium and retain all fees generated, if any.
16. **Public Address & Sound System.**
17. **Parking.** The City shall maintain the lined parking area ("Stadium Parking") adjacent to the Stadium including providing the appropriate number of designated handicap parking spaces to as to comply with applicable Federal, State and local codes. SCFE may use the Stadium Parking during Team events and retain 100% of the revenues, if any. All costs associated with Stadium Parking for Team events including but not limited to payroll, payroll taxes, worker's compensation insurance and supplies are the responsibility of the SCFE.
18. **Traffic Control.**
19. **Security.** SCFE shall be responsible for all safety and security for its events held at the Stadium, including, but not limited to providing at least one security police officer during Team's home games. Compensation for officers will be the responsibility of SCFE and processed through the Team's payroll service provider.
20. **Stadium Operations.** For all Team games, SCFE shall be responsible for the scheduling and training of personnel ("Stadium Employees") necessary to effectively and safely operate the Stadium including but not limited to ticket sellers, ticket takers and ushers. All wages, payroll taxes and worker's compensation insurance for Stadium Employees are the sole responsibility of SCFE, and SCFE shall indemnify and hold City and District 7 harmless from any and all claims, losses, costs and liabilities, including without limitation attorney's fees, incurred by City and/or District 7 relating to all such wages, payroll taxes and worker's compensation insurance for Stadium Employees.
21. **Field Tarps.** SCFE is solely responsible for the placement and removal of field tarps.

22. **Capital Repairs, Maintenance & Replacement.** The City is providing the facility “as is”. The City and or District 7 shall be responsible for maintaining the facility in its current condition. The City and or District 7 shall be responsible for maintenance or replacements of currently intact and usable permanent Stadium fixtures including but not limited to the scoreboard, videoboard, plumbing, electrical, HVAC, painting, mechanical, stadium lighting, audio system, buildings and structures, pedestrian traffic surfaces, seating, playing field, back stop netting and adjacent parking lot. SCFE shall be responsible for any maintenance, repairs or replacement caused by the willful misconduct or negligence of SCFE including but not limited to its players, employees, agents and invitees.
23. **Alterations and Improvements.** With prior, written approval of District 7 and City, SCFE may make alterations, additions, and improvements to the Stadium. Any alterations and improvements provided by SCFE that do not become fixtures of the Stadium shall remain the property of SCFE. Alterations, additions and improvements by either Party becoming fixtures shall become property of the Stadium unless otherwise noted herein.
24. **Warranties of Possession.** City warrants and covenants that it has the full right to make and enter into this Agreement. SCFE warrants and covenants that it has the full right to make and enter into this Agreement.
25. **Delivery of Premises.** City agrees to deliver the Stadium in its current condition at the beginning of the Priority Period as listed in Section 2.
- ~~26.~~ **Taxes.** Other than sales and hospitality taxes, SCFE shall not be responsible for the payment of use taxes, property taxes, property assessments or levies of any kind assessed against the Premises. The City shall reimburse any new local taxes assessed against SCFE during the Term, such as an Amusement Tax.
27. **Surrender of Property.** Annually, on the ending time and date of the Priority Period as listed in Section 2, SCFE shall peaceably surrender the Stadium in as good condition as the Stadium was at the time of delivery of the Stadium to the Team, with the exception of normal wear and tear, and SCFE shall be responsible at its sole expense for the repair and restoration of the Stadium for all damage beyond normal wear and tear.
28. **Field Naming Rights.** Provided the Duncan Park Stadium and Field continue to be adequately identified as the Home of the Spartanburg High School Vikings, the City, District 7 and SCFE agree that SCFE may solicit a Field Naming Rights partner (“Field

Naming Rights”) in which case the common name of the Stadium will become ‘ABC Field at Duncan Park’.

29. **Other Events.** SCFE retains the right to schedule Non-League events at the Stadium on a year round basis which do not conflict with previously scheduled events at the Stadium. The City and District 7 retain the right to approve all such events, but such right will not be unreasonably withheld. Examples of prospective other events include tournaments, player showcases, fun runs, charitable events, concerts, festivals or other non-baseball events.

30. **Insurance.** SCFE shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) and Liquor Liability in minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate, combined single limit of \$1,000,000 bodily injury and \$1,000,000 property damage and \$2,000,000 general aggregate. The City and District 7 shall be named as Additional Insureds and be given a 30 day notice of cancellations, non-renewal or significant change of coverage. SCFE’s insurance shall be written on a “primary” basis and the City’s insurance program shall be in excess of all of SCFE’s available coverage. A Certificate evidencing such coverage shall be furnished to City and District 7 prior to the beginning of the Initial Term and thereafter shall be furnished prior to each renewal of such coverage but no less often than annually.

Worker’s Compensation at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

31. **Status of Parties.** By executing this Agreement, the Parties agree that each is acting as an independent contractor and not as the agent or employee of the other. Each Party agrees to pay, as they become due, all federal and state withholding and income taxes, as well as other payroll taxes, including Social Security taxes due and payable on the compensation earned by their respective employees and to hold each other harmless from any and all taxes, penalties or interest which might arise by the failure to do so.

32. **Indemnification.** SCFE agrees that it will indemnify and hold harmless the City of Spartanburg, South Carolina and Spartanburg School District 7, including individually and collectively, their officer’s, agents and employees, including staff, from any loss, cost, damage, expense, attorney’s fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the negligent act or negligent failure to act by SCFE or any of its agents for employees.

33. **Default.** If either Party shall default in the performance of any obligations of said Party to be performed under this Agreement other than the payment of money and such a default shall continue for a period of thirty (30) days after written notice of such default shall be given to the defaulting Party by the non-defaulting Party, the non-defaulting Party shall be entitled to terminate this Agreement and exercise all other remedies at equity and law. In any action brought to enforce any material term of this Agreement, the prevailing Party in such action shall be entitled to have all of its litigation costs, including without limitation its attorney's fees, paid by the non-prevailing Party.

In addition to the remedies set forth above, in the event of default by SCFE and after the expiration of any period to cure, in addition to any other remedies at equity and law that the City may have, the City shall have the immediate right of re-entry and removal of all persons and property from the Premises.

34. **Force Majeure.** The Parties shall not be liable for failure of performance under this Use Agreement if occasioned by declared or undeclared war, flood, fire, embargo, governmental orders, regulations, governmental expropriation, interruptions of transportation facilities, labor strikes, public health emergency, terrorist event and disputes, or any other causes beyond the control of the Parties.

35. **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and does constitute the entire Agreement between the Parties hereto. SCFE and City shall neither be entitled to any benefits other than those herein specifically enumerated.

36. **Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be, a waiver of any subsequent breach hereof.

37. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of South Carolina.

38. **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

39. **Interpretation.** The Parties hereto acknowledge and agree that (i) each Party has reviewed the terms and provision of the Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed

in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

40. **Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
41. **Execution.** This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of SCFE and City. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
42. **Notices.** Notices or communications herein required or permitted shall be provided to respective Parties by registered or certified mail (said notices being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice:

NSS

City

Matthew S. Perry
National Sports Services , LLC
1479 Legends Circle
Lawrence, KS 66049

145 W. Broad Street
Spartanburg, SC 29306

Dated this ____ day of September, 2020.

SOUTH CAROLINA FAMILY ENTERTAINMENT, LLC (“SCFE”)

By: _____
Its: _____

NATIONAL SPORTS SERVICES, LLC (“NSS”)

By: _____
Its: _____

CITY OF SPARTANBURG (“City”)

By: _____
Its: _____

SPARTANBURG SCHOOL DISTRICT 7 consents to the foregoing Use Agreement by and between SCFE and the City:

By: _____
Jeff Stevens, Superintendent

EXHIBIT A

Field Equipment

EXHIBIT B

Concession Equipment



REQUEST FOR CITY COUNCIL ACTION

TO: Chris Story, City Manager
FROM: Robert Coler, City Attorney
SUBJECT: Accepting Donation of Property on Heywood Avenue
DATE: September 1, 2020

BACKGROUND:

Property located at Heywood Avenue (Block Map Sheet 7-12-04-100.00) is owned by co-trustees of the Effie Lloyd Allen Beattie Revocable Trust. The owners would like to donate the property to the City of Spartanburg. The City of Spartanburg will partner with Partners For Active living to use a portion of this property to create and extend the trail system in the City.

ACTION REQUESTED:

Council to approve the donation of the property.

BUDGET & FINANCIAL DATA:

N/A

A RESOLUTION
ACCEPTING THE DONATION OF PROPERTY LOCATED AT HEYWOOD
AVENUE
(BLOCK MAP SHEET 7-12-04-100.00)

WHEREAS, the City of Spartanburg (the “City”) in an effort to stabilize its neighborhoods and provide for redevelopment opportunities has from time-to-time purchased or accepted donation of real property; and

WHEREAS, the City has determined that it is in the public interest to accept donation of a parcel on Heywood Avenue, bearing Block Map Sheet 7-12-04-100.00

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

Section1: Acceptance of the property located on Heywood Avenue, Block Map Sheet 7-12-04-100.00 from trustees of the Effie Lloyd Allen Beattie Revocable Trust is hereby authorized.

Section 2: This Resolution shall become effective upon the date of enactment.

DONE AND RATIFIED This _____ day of _____, 2020.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Heywood Avenue Property





REQUEST FOR COUNCIL ACTION

TO: Chris Story, City Manager
FROM: Tim Carter, Engineering Administrator
SUBJECT: Mary Black Trail Extension Engineering Services
DATE: September 1, 2020

BACKGROUND

The City of Spartanburg advertised Request for Qualifications (RFQ) statements from professional engineering firms for construction administration, construction engineering, quality assurance and acceptance and testing as required by SCDOT guidelines. Partial funding for this project is from the Federal Highway Administration through the South Carolina Department of Transportation (SCDOT) and the project is being managed locally by the City of Spartanburg through the SCDOT as a local Public Agency Project (LPA).

Qualification statements were submitted by four engineering firms October 1, 2019:

Infrastructure Consulting & Engineering (Greenville, SC)
KCI Technologies (Rock Hill, SC)
ECS Southeast, LLP (Greenville, SC)
Dennis Corporation (Columbia, SC)

Staff formed a consultant selection committee to review each consultant's proposal and interview the team who would be working on our project, to evaluate strengths and weaknesses for each firm. The committee ranked ECS as the most responsive and qualified firm to perform these services for this project. Staff then submitted a scope of work to ECS for a cost proposal for the services needed, after negotiations Staff and ECS agreed to the scope of work and the hourly rate for these services. SCDOT reviewed and was in concurrence with the scope of work and the rates for the required services that ECS will be providing for this project.

ACTION REQUESTED:

Allow staff to accept the proposal from ECS Southeast, LLP for these services and authorize the City Manager to enter into a contract with ECS Southeast, LLP for the completion of the project.

BUDGET AND FINANCE DATA:

\$ 581,141 Palmetto Trail / Hub City Connector
\$ 500,000 ARC Grant
\$ 250,000 City Funding



ECS SOUTHEAST, LLP

Geotechnical • Construction Materials • Environmental • Facilities

"Setting the Standard for Service"

SC Registered Engineering Firm 3239
NC Registered Engineering Firm F-107B
NC Registered Geologists Firm C-406

January 22, 2020

Budget Estimate for Spartanburg City Mary Black Rail Trail

Proposal #13409

Mr. Carter

Attached you will find a revised estimate for services to manage the Spartanburg City Rail Trail LPA project. This revision is based on comments by the City in the attached email. Per the City's offer to provide office space, ECS can reduce the budgeted trip charges by the Engineer and this is therefore reflected in the revised budget. Since the City will also provide their own inspector, we have reduced the budget for an inspector accordingly. We have still included some days to cover pipe work in case the City does not have nuclear gauge abilities. ECS has agreed to offer the City the same rates they have currently contracted with Spartanburg County. At this point in time, ECS has not been provided an itemized list of quantities nor has it been provided a schedule for construction. Therefore, the attached estimate is based on the following assumptions:

1. Project Construction duration of 6 months.
2. 10 hours a week of project management. (this will vary greatly week by week)
3. Estimated days for an inspector are for rate purposes only. Without a schedule, we cannot provide an accurate estimate for the amount of time required for pipe work.
4. Inspector visits and hours may increase if needed based on abilities of the City inspector to be certified in all necessary fields or if requested by the City.

This is an estimate only. Total hours and services will depend on the contractor schedule, issues that arise, amount of quantities, and the amount of time necessary to professionally manage the project. The budget does not include costs for verification survey as it is our understanding that the City will provide that service.

Sincerely,

Martin H Mullis; PE
Senior Engineer ECS



Detailed Estimated Fee
Proposal for Construction Materials Testing Services
Spartanburg City Mary Black Rail Trail
ECS Proposal

FIELD SERVICES

	HRS/VISIT	# VISITS	RATE	TOTAL
Senior Engineer	2	130	\$ 175.00	\$ 45,500.00
SCDOT Certified Technician	8	20	\$ 60.00	\$ 9,600.00
Field Technician	0	0	\$ 50.00	\$ -
			SUBTOTAL:	\$55,100.00

ENGINEERING & SUPPORT

	HRS/DAY	# DAYS	RATE	TOTAL
Principal Engineer	0.3	130	\$ 175.00	\$ 6,825.00
Administration	0.5	130	\$ 65.00	\$ 4,225.00
			SUBTOTAL:	\$11,050.00

LABORATORY TESTING

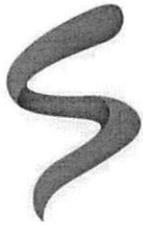
	QTY	RATE	TOTAL
Soil Classification & Proctor	2	\$ 250.00	\$ 500.00
Asphalt Core Density	2	\$ 50.00	\$ 100.00
Asphalt Extraction and Gradation	2	\$ 400.00	\$ 800.00
Aggregate Gradation	2	\$ 75.00	\$ 150.00
Concrete Test Cylinder	6	\$ 15.00	\$ 90.00
		SUBTOTAL:	\$1,640.00

EQUIPMENT and TRAVEL CHARGES

	QTY	RATE	TOTAL
Trip Charge Technician	20	\$ 50.00	\$ 1,000.00
Trip Charge Engineer	60	\$ 50.00	\$ 3,000.00
	130	SUBTOTAL:	\$4,000.00

TOTAL ESTIMATE: \$71,790.00

** Technician overtime rates of \$90/hour are applied on any day that exceeds 8.0 hours
Overtime also applied any weeks exceeding 40 hours from Sunday AM to Saturday PM
Overtime also applied to Saturday, Sunday, and Holidays.



City of spartanburg
SOUTH CAROLINA

Boards and Commissions Nominee Form

(Please print or type information)

BOARD/COMMITTEE: SPARTANBURG HOUSING AUTHORITY BOARD

CITY RESIDENT: YES NO SEX: M F RACE: African American

NAME: Drake L. Jackson

ADDRESS: 198 West Main Spartanburg, SC 29306
Street City, State, Zip Code

BUSINESS PHONE: 864-674-2603 HOME PHONE: 479-721-2036 EMAIL draveldra@yahoo.com

OCCUPATION: Sr. HR Manager

EMPLOYER: Dollar General Corporation

OTHER VOLUNTEER OR CIVIC ACTIVITIES: Church Activities, Habitat for Humanity, Union County Community Relations

WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD? I have an interest in serving the community and I think I would

bring a unique perspective to the board.

RECOMMENDED BY: City Council Member Jerome Rice

DO YOU PRESENTLY SERVE ON OTHER GOVERNMENTAL BOARDS OR COMMISSIONS?

YES NO IF YES, PLEASE LIST: _____

08/06/2020

DATE

Return via MAIL or Email to:

Connie S. McIntyre, City Clerk
City of Spartanburg
PO Drawer 1749
Spartanburg, SC 29304
Email: cmcintyre@cityofspartanburg.org



City of spartanburg
SOUTH CAROLINA

Boards and Commissions Nominee Form

(Please print or type information)

BOARD/COMMITTEE: SPTBG HOUSING AUTHORITY

CITY RESIDENT: YES NO SEX: M F RACE: AA

NAME: MICHAEL FOWLER

ADDRESS: 317-A ALEXANDER AVE SPTBG, SC 29306
Street City, State, Zip Code

BUSINESS PHONE: 804-9687 HOME PHONE: 804-9687 EMAIL: MIKEFOWLER3008@GMAIL.COM

OCCUPATION: CHEF

EMPLOYER: SELF EMPLOYED

OTHER VOLUNTEER OR CIVIC ACTIVITIES: _____

WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD? I WOULD LIKE TO USE MY COOKING SKILLS TO TEACH THE RESIDENT ABOUT HEALTHY EATING & COOKING AND GARDENING.

RECOMMENDED BY: _____

DO YOU PRESENTLY SERVE ON OTHER GOVERNMENTAL BOARDS OR COMMISSIONS?

YES NO IF YES, PLEASE LIST: ACOG

8-20-2020
DATE

Return via MAIL or Email to:

Connie M. Kellner, City Clerk
City of Spartanburg
PO Drawer 1749
Spartanburg, SC 29304
Email: cmcintyre@cityofspartanburg.org



REQUEST FOR COUNCIL ACTION

TO: Chris Story, City Manager
FROM: Christopher George, Communications Manager
SUBJECT: Approval of Hospitality Tax grant allocations
DATE: September 9, 2020

BACKGROUND: The Hospitality Tax Committee initially met on April 2 to discuss potential changes to the fiscal year 2020-2021 grantmaking process in response to the COVID-19 pandemic. During that meeting, the Committee voted unanimously to postpone the process until after approval of the FY 2020-2021 budget, citing uncertainty regarding the feasibility of funding large-scale events as well as uncertainty regarding available City Hospitality Tax funds.

During the budget process, funding for Hospitality Tax Grants was reduced from a total of \$392,000 in FY 2019-2020 to \$200,000 in FY 2020-2021, owing to reduced projected Hospitality Tax revenue. After this figure was approved, the Hospitality Tax Committee met on June 23 and gave unanimous approval to changes to the fiscal year 2020-2021 process as follows:

- No Hospitality Tax funding would be given for event support in FY 2020-2021.
- No application process would be initiated for new funding requests.
- All organizations that received operational support funding in FY 2019-2020 were made eligible to receive a percentage of available Hospitality Tax Grant funding in FY 2020-2021 proportional to the percentage of the total amount each received the previous year.
- All organizations that received event support funding in FY 2019-2020 were made eligible to receive a percentage of available Hospitality Tax Grant funding in FY 2020-2021 proportional to the percentage of the total amount each received the previous year, provided those organizations were able to demonstrate that such funding could be used solely for organizational support in accordance with Hospitality Tax Grant funding goals.

Organizations wishing to be considered then submitted a letter by July 24 detailing how their organizations have been impacted by the COVID-19 pandemic and how funding could be used for organizational support in line with stated Hospitality Tax Grant funding goals of increasing visitors and improving quality of life in the City of Spartanburg.

After reviewing the letters received from organizations requesting funding, the Hospitality Tax Committee met again on August 24, giving unanimous approval to the funding formula now presented for Council's authorization.

ACTION REQUESTED: City Council to approve fiscal year 2020-2021 Hospitality Tax Grant allocations.

BUDGET AND FINANCIAL DATA: \$200,000 previously allocated by City Council for Hospitality Tax Grants

Organization	2019 Total	2019 Percentage	2020 Adjusted Percentage	2020 Allocations
Ballet Spartanburg	\$12,000	3%	3%	\$6,789
Chamber of Commerce / CVB	\$41,250	11%	12%	\$23,338
Chapman Cultural Center	\$110,000	28%	31%	\$62,235
College Town Consortium	\$15,000	4%	4%	\$8,487
Hatcher Gardens	\$17,500	4%	5%	\$9,901
Hub City Farmer's Market	\$14,000	4%	4%	\$7,921
Hub City Writers Project	\$20,000	5%	6%	\$11,315
Partners for Active Living	\$17,500	4%	5%	\$9,901
Proud Mary Theatre Company	\$3,000	1%	1%	\$1,697
SC Restaurant & Lodging Association	\$6,000	2%	2%	\$3,395
Spartanburg Art Museum	\$7,500	2%	2%	\$4,243
Spartanburg Memorial Auditorium	\$20,000	5%	6%	\$11,315
Spartanburg Philharmonic	\$13,500	3%	4%	\$7,638
Spartanburg Science Center	\$7,500	2%	2%	\$4,243
Trees Coalition	\$7,500	2%	2%	\$4,243
Melting Pot Music Society	\$10,000	3%	3%	\$5,658
National Railway Historical Society	\$1,250	0%	0%	\$707
Spartanburg Area Conservancy, Inc.	\$15,000	4%	4%	\$8,487
West Main Artists Co-op	\$15,000	4%	4%	\$8,487
2019 Taste of Black Upstate	\$5,000	1%		
Hub City Hog Fest, Inc.	\$5,000	1%		
Panther Training Party	\$10,000	3%		
Shrine Bowl of the Carolinas	\$17,500	4%		
Spartanburg Fringe Arts Festival	\$1,000	0%		
Total:	\$392,000	100%	100%	\$200,000.00