CITY OF SPARTANBURG

SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, September 14, 2026
5:30 PM

I. Moment of Silence

II. Pledge of Allegiance

III. Approval of the Minutes of the August 24, 2026 Meeting

IV. Approval of the Agenda of the September 14, 2026 Meeting

V. Public Comment

VI. Proclamation Declaring September 17, 2026 through September 23, 2026 Constitution Week in the City of Spartanburg
Presenter: Jerome Rice, Jr., Mayor

VII. Recognition of City of Spartanburg Retiree-Mark Cleveland, Customer Service Director
Presenter: Jerome Rice, Jr., Mayor

VIII. Airport Microgrid Resilience Project
Presenter: Terry Connorton, Airport Director

IX. Authorization to Extend Contract Regarding MicroTransit
Presenter: Kevin Limehouse, Assistant City Manager
Dennis Locke, Finance Director

X. Award of Bid for the Duncan Park Perimeter Trail Construction
Presenter: Kim Brown, Parks, Recreation and Special Events Director

XI. Resolutions

A. A Resolution Certifying Real Property as an Abandoned Building Site Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 2199 Southport Road, City of Spartanburg, Spartanburg County Tax Map Number 7-17-14-052.00
Resolution# 2026-007
Presenter: Chris Story, City Manager

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

B. **Resolution Certifying Property for Eligibility for State Credits per South Carolina Textile Communities Revitalization Act**
Resolution# 2026-008
Presenter: Chris Story, City Manager

C. **A Resolution Approving the Reissuance By Spartanburg Housing of its Multifamily Housing Revenue Note (Shockley Terrace Apartments Project) Pursuant to Section 147(F) of the Internal Revenue Code of 1986, As Amended.**
Resolution# 2026-009
Presenter: Chris Story, City Manager

D. **A Resolution to Enter Into a Development Agreement with Kennedy Street Owner, LP to Develop Kennedy Street Parking Garage Excess Land with an Affordable Multi-Family Apartment for Rent Community**
Resolution# 2026-010
Presenter: Chris Story, City Manager

E. **A Resolution Authorizing a Development Agreement with ReGenesis Community Development Corporation for Development of Single Family Homes in Forest Park Neighborhood.**
Resolution# 2026-011
Presenter: Chris Story, City Manager

XII. Ordinance

A. **An Ordinance Authorizing an Intergovernmental Agreement with Spartanburg County Concerning Joint Use of Government Facilities.**
Ordinance# 2026-013
Presenter: Chris Story, City Manager

XIII. Staff Updates

XIV. City Council Updates

XV. Executive Session

A. **An Executive Session Pursuant to Section 30-4-70(a)(2) of the South Carolina Code of Laws in Regards to a Potential Real Estate Transaction.**

XVI. Adjournment.

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.

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, August 24, 2026
5:30p.m.

(These minutes to be approved at the August 24, 2026 Council Meeting)

City Council met this date with the following Councilmembers present: Mayor Jerome Rice, Jr., Mayor Pro Tem J. Ruth Littlejohn, Councilmembers Jamie Fulmer, Janie Salley, Erica Brown, Meghan Smith and Leslie Rodgers. City Manager Chris Story, Deputy City Manager Mitch Kennedy, Assistant City Manager Kevin Limehouse, City Attorney Stinson Ferguson and City Clerk Christie Lindsey were 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 live streamed/recorded. To view the video for a complete transcript, please visit https://www.cityofspartanburg.org/city-council

I. **Moment of Silence – observed**

II. **Pledge of Allegiance - recited**

III. **Approval of the Minutes of the August 10, 2026 City Council Meeting**
Councilmember Fulmer *made a motion to approve the minutes as received.*
Mayor Pro Tem Littlejohn *seconded the motion, which carried unanimously 7 to 0.*

IV. **Approval of the Agenda for the August 24, 2026, City Council Meeting**
Councilmember Smith *made a motion to approve the agenda.*
Councilmember Salley *seconded the motion, which carried unanimously 7 to 0.*

V. **Public Comment –**
None

VI. **Consent Agenda**

A. **An Ordinance Authorizing the City Manager to Execute an Agreement for the Transfer of Scattered Site Properties Located in the Highland Neighborhood. Ordinance #2026-012**
Presenter: Martin Livingston, Community Development Director
Councilmember Smith *made a motion to approve the Consent Agenda.*
Councilmember Brown *seconded the motion, which carried unanimously 7 to 0.*

VII. **Habitat for Humanity of Spartanburg Presentation**
Presenters: Raymond Davis, Executive Director, Habitat for Humanity of Spartanburg
Council *received as information only.*

VIII. Boards and Commission-Appointment for the Design Review Board
Presenter: Christie Lindsey, City Clerk
The City Clerk presented staff's recommendation of Gwen Sollenberger to fill a vacancy on the Design Review Board. Ms. Lindsey advised Council she is qualified to serve if approved by Council.
***Councilmember Brown** made a motion to approve Gwen Sollenberger to the DRB.*
***Councilmember Littlejohn** seconded the motion which carried unanimously 7 to 0.*

IX. Staff Updates
No updates at this time.

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

X. Executive Session

A. An Executive Session Pursuant to Section 30-4-70(a)(2) of the South Carolina Code of Laws to Discuss a Potential Real Estate Transaction.

B. An Executive Session Pursuant to Section 30-4-70(a)(2) of the South Carolina Code of Laws to Discuss a Potential Real Estate Transaction.

***Councilmember Fulmer** made a motion to adjourn to executive session at 6:26p.m.*
***Mayor Pro Tem Littlejohn** seconded the motion, which carried unanimously 7 to 0.*

***Council convened to regular session at 7:11 p.m.** Mayor Rice stated discussions were held with no decisions made.*

XI. Adjournment
***Councilmember Salley** made a motion to adjourn the meeting.*
***Mayor Pro Tem** seconded the motion, which carried unanimously 7 to 0.*
The meeting adjourned at 7:12 p.m.

Christie B. Lindsey

Christie B. Lindsey, City Clerk

REQUEST FOR COUNCIL ACTION

TO: Chris Story, City Manager

FROM: Terry Connorton – Airport Director

SUBJECT: **Airport Microgrid Resilience Project**

DATE: September 15th, 2026

BACKGROUND: The City of Spartanburg's Downtown Memorial Airport continues to be a leader in innovation for the State and region. To continue the work of establishing our airport as a resilience hub for our community the City has obtained funding for microgrids that will ensure continuity of operations for our partners, emergency response teams, and community.

During a power outage, airport operations are significantly reduced. Without runway lights, the airport must prohibit normal operations during low-visibility daytime or nighttime hours since pilots lose visual alignment references. Critical weather data gathering and reporting is not possible. Pilots lose real-time local weather updates, requiring FAA airmen notifications, flight delays, diversions, and cancellations.

Due to extended outages from Hurricanes, ice storms, tornadoes, and man-made disasters
Fuel pump operations are disabled without power, preventing emergency fueling for rescue helicopters and aircraft. The airport needs four microgrids to remain 100% operational, especially when FEMA, as in the past, uses the airport as a staging rescue area.

1. Aviation Fuel pumps.
2. An Automated Weather Reporting System
3. Runway lights and terminal
4. Aircraft Hangar doors.

Each location will have a Solar panel and sodium battery configuration, thereby providing uninterrupted power to these critical airport resources. These sodium ion batteries are the first ever installed in the United States by this manufacturer.

The total cost of the project is $ 490,000

We have secured funding from the following:
- South Carolina Aeronautics Commission, $298,320
- Medtrans (which provides emergency helicopter services), $14,858
- Federal ITC (Investment Tax Credit) program, $105,603
- Spartanburg Airport enterprise fund initial payment: $71,219

The City submitted an RFP in April 2026, and Sun Energy Solution was selected as the best choice to develop and engineer this project.

ACTION REQUESTED:
Informational only

REQUEST FOR CITY COUNCIL ACTION

TO: Chris Story, City Manager

FROM: Kevin Limehouse, Assistant City Manager
Dennis Locke, Finance Director

SUBJECT: Approval for negotiating Microtransit Contract Extension

DATE: September 10, 2026

BACKGROUND: On May 27, 2025, City Council authorized the City Manager to negotiate the final details of a micro-transit program with Via. The City's RFP provided that, following the initial one-year contract period, the City would evaluate the program and determine the appropriate next steps, which could include expanding the service or extending the contract.

Staff has previously updated City Council regarding the positive feedback received from citizens who have utilized the micro-transit service. Based on this feedback and the experience gained during the pilot period, staff is recommending that the City extend the pilot program for an additional six months.

The six-month extension will provide staff with additional time to evaluate the program, explore potential opportunities for expansion, and identify best practices that could be incorporated into the service. This additional evaluation period will help ensure that any future expansion or continuation of the program is structured in a manner that provides the greatest benefit to the citizens of our community.

ACTION REQUESTED: Authorize the City Manager to negotiate final details and execute contract extension for Microtransit services with.

REQUEST FOR COUNCIL ACTION

TO: Chris Story, City Manager

FROM: Kim Brown, Parks & Recreation Director

SUBJECT: Duncan Park Perimeter Trail Construction

DATE: September 9, 2026

BACKGROUND: Staff received bids for approximately 8,000 L.F. od asphalt trail around Duncan Park Lake including a segment of elevated boardwalk.

The following bids were received:

Community First Developers LLC	Anderson S.C.	$ 947,000
Sossamon Construction	Gaffney, S.C.	$ 1,004,612.82
HRH Engineering Services	Boiling Springs, S.C.	$ 1,691,875
Faulkner Development	York S.C.	$ 1,700,000
Crescent Industries, Inc	Spartanburg S.C.	$ 1,790,351.94

Staff have reviewed the bids and the qualifications for each of these contractors. Based on that review, staff have determined that Community First Developers LLC. is the responsive low bidder. It is anticipated that it will take 90 (depending on weather) to complete this project. For safety reasons, closure of existing trail may be necessary during construction. Staff will give advance notice of any closure using city communication team & coordinating with PAL. Staff and PAL have met with stakeholders and residents to provide updates on the plan.

ACTION REQUESTED:

Authorize staff to accept the bid and authorize the City Manager to negotiate with Community First Developers LLC for completion of the project.

BUDGET AND FINANCE DATA:

Land & Water Conservation Fund $400,00
ARPA Park Improvements Funding $550,000

Duncan Park Community Engagement for Perimeter Trail

TO: Chris Story, City Manager

FROM: Kim Brown, Parks & Recreation Director

SUBJECT: Duncan Park Perimeter Trail Construction

DATE: September 9, 2026

- Perimeter trail was included in the original redesign of Duncan Park with a community meeting on August 24, 2022.
- On site engagement session on March 19, 2026; 16 community members attended; signage and social media notifications 2 weeks prior.
- Online survey active March 2026- June 2026
- 2965 postcards with QR code for online survey mailed to surrounding neighborhoods with 166 responses**.**
- Attended Friends of Duncan Park community meeting with constant updates on the trail.
- Public info session at CC Woodson CC on September 9, 2026 with social media push. 20 people attended

Key Takeaways & Design Choice

Paving vs. Gravel

· 63.2% (105 respondents): Prefer it to be paved so it is smooth, uniform, and easy for strollers and wheelchairs.
· 26.5% (44 respondents): Don't have a strong preference either way.
· 10.3% (17 respondents): Prefer keeping it as packed gravel to maintain that classic, natural trail feel.

Safety

· Traffic Calming: 90.3% (150 respondents) strongly support adding two 3-way stops at the south end of the lake to help slow down speeders along Parkview Drive.
· Rivermont Dr.

Open Ended Feedback

· Protecting the Trees: You love our tree canopy! There is a strong consensus that we need to minimize construction footprint and avoid cutting down trees wherever possible.
· Making Connections: seamless, safe connection linking this new loop straight back into the Mary Black Rail Trail and The Dan Trails.

REQUEST FOR COUNCIL ACTION

TO: **Spartanburg City Council**

FROM: **Chris Story, City Manager**

SUBJECT: **Certifying Site Eligibility for SC Abandoned Building Tax Credits**

DATE: **September 10, 2026**

2199 Southport Road contains a former grocery store space that has been vacant for many years. We are working with a potential purchaser of the property who would seek to convert the space into office and potentially other productive uses which we believe would be a good outcome for the City and the surrounding area. The attached resolution would certify that those making substantial renovations to the site to repurpose it would then be eligible for certain credits against state taxes making the reuse more likely to occur. While the potential reuse would strengthen the City, the tax credits authorized would not impact City revenues.

We recommend your approval and welcome any questions you may have.

City of Spartanburg Resolution No. ________

Certifying Real Property as an Abandoned Building Site (one or more Units) pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 2199 Southport Road, City of Spartanburg, Spartanburg County TMS # Tax Map Number 7-17-14-052.00.

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws (1976), as amended, to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and

WHEREAS, the owner and/or contract purchaser (also known as the "Taxpayer") of the property located at 2199 Southport Road, Spartanburg, SC (the "Property") which is also identified by the Spartanburg County Tax Map Number 7-17-14-052.00 has requested that the City certify that the Property is eligible as an abandoned building site as defined by Section 12-67-120; and

WHEREAS, the Property is located within the city limits of Spartanburg, South Carolina.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA, this 14th day of September, 2026 as follows:

Section 1. The Taxpayer has submitted to the City a request to certify that the abandoned building site was an abandoned building as defined in Section 12-67-120(1) and that the geographic area of the abandoned building site is consistent with Section 12-67-120(2), pursuant to Section 12-67-160 of the Act (the "Request to Certify").

Section 2. The City has reviewed the Request to Certify and supporting documentation, conferred with the Taxpayer, and conducted its own review of the Property.

Section 3. The City hereby certifies that (i) the abandoned building site was an abandoned building as defined by Section 12-67-120(1) of the Act, (ii) the geographic area of the abandoned building site is consistent with Section 12-67-120(2) of the Act; and (iii) the abandoned building site will be developed by Taxpayer as one (1) or more Units as defined in the Act.

Requested By:

______________________________ ______________________________
Mayor

Approved By:

____
City Manager

Approved as to Form:

______________________________ ______________________________
City Attorney City Clerk

Introduced:
First Reading: September 14, 2026

REQUEST FOR COUNCIL ACTION

TO: **Spartanburg City Council**

FROM: **Chris Story, City Manager**

SUBJECT: **State Textile Credit Certification**

DATE: **September 10, 2026**

The attached resolution confirms eligibility of portions of Project Core as eligible for credits against state taxes via the SC Textile Communities Revitalization Act. This certification was previously authorized in a prior development agreement. However, a standalone resolution is advisable for housekeeping purposes. This has no impact on city revenues and is fully consistent with prior Council actions. We recommend your approval.

STATE OF SOUTH CAROLINA)
) RESOLUTION NO. ______________
CITY OF SPARTANBURG)

A RESOLUTION CERTIFYING PROPERTY LOCATED ON W. MAIN STREET AND S. DANIEL MORGAN AVENUE AS A TEXTILE MILL SITE PURSUANT TO THE SOUTH CAROLINA TEXTILE COMMUNITIES REVITALIZATION ACT, TITLE 12, CHAPTER 65 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

WHEREAS, the South Carolina Textile Communities Revitalization Act (the "Act") was enacted in Title 12, Chapter 65 of the South Carolina Code of Laws (1976), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mills in South Carolina; and

WHEREAS, the Act provides that restoration of abandoned textile mills into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and

WHEREAS, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates a textile mill site is eligible either for a credit against certain income taxes, license fees, or premium taxes, or a credit against local property taxes; and

WHEREAS, Morgan & Henry JOF ESA II, LLC or an affiliate, successor, or assign thereof (the "Taxpayer") intends to rehabilitate the abandoned textile mill site located on W. Main Street and S. Daniel Morgan Avenue, Spartanburg, South Carolina consisting of the following three contiguous parcels that meet the requirements to be considered contiguous under Section 12-65-20(4)(b) of the Act:

(1) Spartanburg County Tax Map Number 7-12-14-005.00, consisting of approximately 6.031 acres;
(2) Spartanburg County Tax Map Number 7-12-14-005.05, consisting of approximately 0.63 acres; and
(3) Spartanburg County Tax Map Number 7-12-14-005.06, consisting of approximately 1.103 acres (collectively, these three sites are designated as the "Property").

; and

WHEREAS, the Property is contiguous to that certain abandoned mill site, which as of July 15, 2026 is the property designated as Spartanburg County Tax Map Number 7-12-14-002.00, consisting of approximately 4.292 acres (the "Mill Site"); and

WHEREAS, a depiction of the Mill Site and the Property as of July 15, 2026 is attached hereto as <u>Exhibit A</u>; and

WHEREAS, an excerpt from the plat delineating the Property (recorded in Spartanburg County Plat Book 188, Page 818) is attached hereto as <u>Exhibit B</u>; and

WHEREAS, the Mill Site and the Property are located within the City of Spartanburg, South Carolina (the "City"); and

WHEREAS, Section 12-65-60 of the Act provides that a taxpayer may apply to the city or county in which an abandoned textile mill is located for a certification of the textile mill site by ordinance or binding resolution, and the taxpayer may conclusively rely upon that certification in determining the credits allowed; and

WHEREAS, the Taxpayer has applied to the City to certify the Property as an eligible textile mill site, defined by Section 12-65-20 of the Act, in order to facilitate Taxpayer's claim for income tax credits; and

WHEREAS, given that the certification would enhance the likelihood of restoring non-productive property in the City to productive use, and finding that the terms of the certification are consistent with the history and usage of the Property, the City Council wishes to provide such certification in accordance with Taxpayer's request.

NOW THEREFORE, BE IT RESOLVED by the City Council in meeting duly assembled, as follows:

<u>Section 1</u>. The Taxpayer has requested that the City Council certify the Property pursuant to Section 12-65-60 of the Act.

<u>Section 2</u>. The textile mill on the Mill Site satisfies the criteria for abandonment as required by Section 12-65-20(1) of the Act, namely that it has been at least 80% closed continuously to business or otherwise nonoperational as a textile facility for more than one year.

<u>Section 3</u>. The City Council hereby certifies that (i) the Mill Site contained a textile mill as defined in Section 12-65-20(3) of the Act, (ii) the textile mill on the Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act, and (iii) the Mill Site and the Property together qualify for and constitute a textile mill site as defined in Section 12-65-20(4) of the Act. Provided, only expenses of renovating, rehabilitating, and redeveloping land and improvements within 1,000 feet of the textile mill on the Mill Site may be included in calculating credits (subject to the methodology for applying the 1,000-foot rule as set forth in Q&A #11 of SC DOR Revenue Ruling 25-1).

<u>Section 4</u>. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the City Council.

[Signature Page Follows]

RESOLVED this ___ day of _____________, 2026.

CITY OF SPARTANBURG,
SOUTH CAROLINA

Signature: ___________________________
Name: ______________________________
Title: _______________________________

(ATTEST)

Signature: ___________________________
Name: ______________________________
Title: Clerk to Council

Exhibit A
Mill Site and Contiguous Parcels

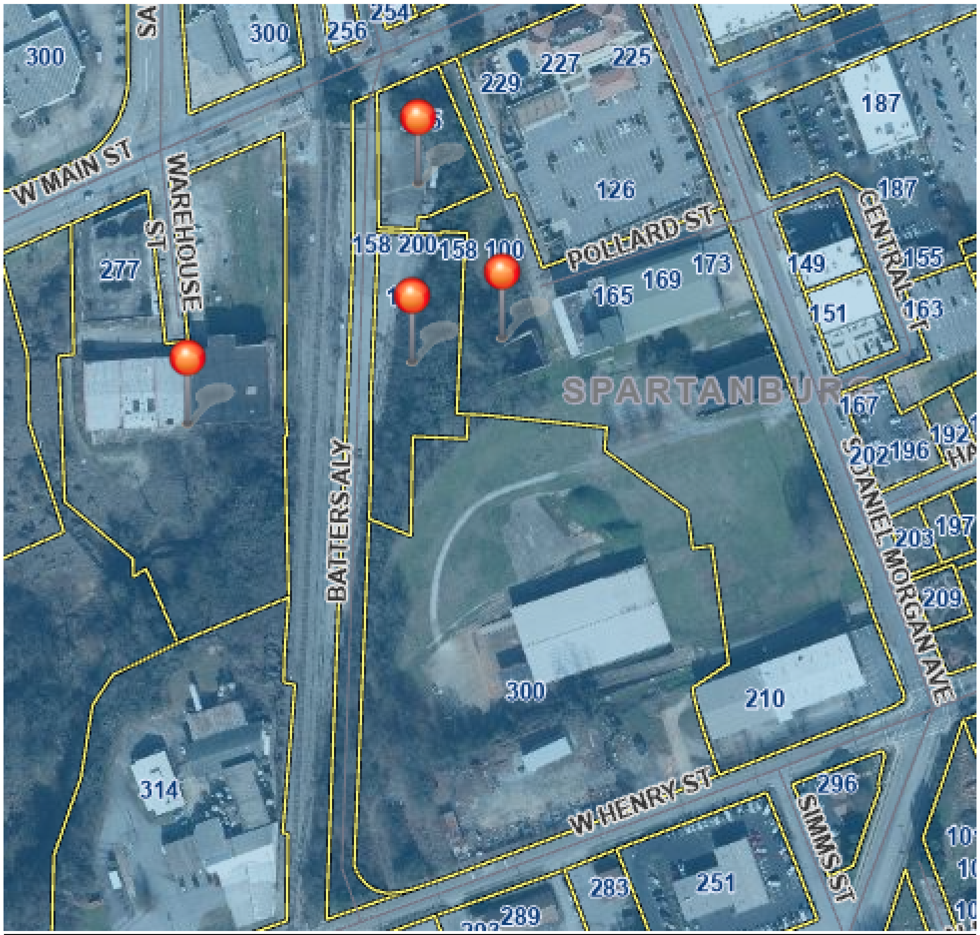
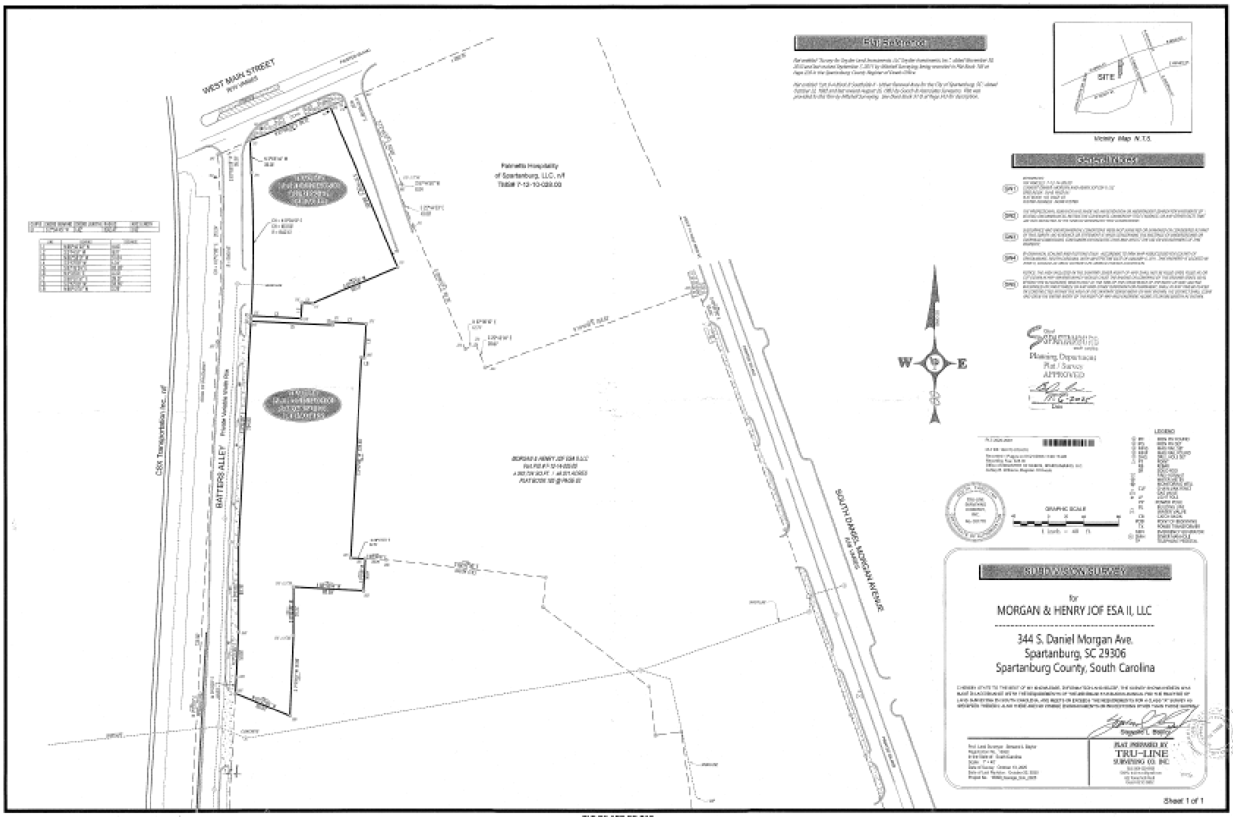


Exhibit B
Current Plat



PLT BK 188 PG 818

REQUEST FOR COUNCIL ACTION

TO: **Spartanburg City Council**

FROM: **Chris Story, City Manager**

SUBJECT: **Resolution Approving Spartanburg Housing Revenue Note Reissuance**

DATE: **September 10, 2026**

Spartanburg Housing, formerly Spartanburg Housing Authority, has found that it can at times strengthen its capacity to fulfill its local mission by performing a financial facilitation role for affordable housing developments in other SC communities. This practice is consistent with HUD authorization and guidance and serves to strengthen Spartanburg Housing by generating some administrative revenue. While there is no financial connection between the City of Spartanburg and these activities, the due diligence provisions in applicable law require an approval action by the "host" local government when Spartanburg Housing engages in this function. The attached resolution is such an action relating to a refinance of an affordable development in Anderson SC.

There is no financial exposure of any kind to the City of Spartanburg – this action simply ensures that there is a transparent public process per applicable law.

We recommend your approval and welcome any questions you may have.

A RESOLUTION

APPROVING THE REISSUANCE BY SPARTANBURG HOUSING OF ITS MULTIFAMILY HOUSING REVENUE NOTE (SHOCKLEY TERRACE APARTMENTS PROJECT), PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

WHEREAS, the Spartanburg Housing (previously known as the Housing Authority of the City of Spartanburg, South Carolina) (the "Issuer"), a city housing authority organized under and pursuant to the provisions of Title 31 Chapter 3 Article 5 of the Code of Laws of the State of South Carolina, as amended, previously issued its Multifamily Housing Revenue Note (Shockley Terrace Apartments Project) Series 2022 in an aggregate principal amount of not to exceed $35,000,000 (the "Note") pursuant to the Funding Loan Agreement dated as of January 1, 2022 ("Funding Loan Agreement"), among the Issuer, Citibank, N.A., as funding lender and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as fiscal agent;

WHEREAS, pursuant to the Borrower Loan Agreement dated as of January 1, 2022 ("Borrower Loan Agreement"), between the Issuer and Shockley Terrace, LP, a South Carolina limited partnership, as borrower (the "Borrower"), the Issuer loaned the proceeds of the Note to Borrower to (i) provide funds to finance the costs of acquiring, constructing and equipping an approximately 258-unit multifamily housing development and related real estate located in the City of Anderson, Anderson County, South Carolina to be known as Shockley Terrace Apartments ("Project"), and (ii) pay the costs of issuance of the Note;

WHEREAS, the Project is complete and the Issuer and the Borrower now desire to undertake certain modifications and amendments to the plan of finance for the Project, including extending the Outside Conversion Date and increasing the Permanent Period Amount (as such terms are defined in the Borrower Loan Agreement) which will result in a reissuance of all or a portion of the Note;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the reissuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Note, be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds are to be issued (the "Issuer Approval") and the governmental unit having jurisdiction over the area in which the bonds financed property is located (the "Host Approval");

WHEREAS, the City Council constitutes the elected legislative body of the City and the Borrower has represented to the City Council that it is the applicable elected representative required to provide the Issuer Approval to approve the reissuance of the Note within the meaning of Section 147(f) of the Code;

WHEREAS, the Borrower has represented to the City Council that the Governor of the State of South Carolina (as to the Host Approval), has approved, or will approve prior to the reissuance of the Note, the reissuance of the Note and the location and nature of the Project consistent with all applicable requirements of federal and state law (including but not limited to Section 147(f) of the Code);

WHEREAS, the Borrower has requested the City Council, pursuant to Section 147(f) of the Code, to provide the Issuer Approval to approve the reissuance by the Issuer of the Note for the purpose of providing funds to the Borrower to finance the Project; and, WHEREAS, on August 24, 2026, a notice of public hearing, a copy of which is attached as Exhibit A was published on the Issuer's website, and on September 1, 2026, at 9:00 a.m., or as soon thereafter as the matter could be heard, the Issuer conducted a telephonic public hearing on the reissuance of the Note and the location and nature of the Project; and,

WHEREAS, during the public hearing members of the public were afforded the opportunity to express their views on the reissuance of the Note and the location and nature of the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

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

Section 1. The reissuance by the Issuer of all or a portion of the Note is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically was held on September 1, 2026 at 9:00 a.m., for which the Borrower has represented to the City Council that due and reasonable public notice, being published on the Issuer's website as described above, was given by or on behalf of the Borrower in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Note shall not constitute an indebtedness of the State of South Carolina, the City or any political subdivision thereof, but shall be payable solely from revenues of the Borrower pledged to the payment of the Note and certain other funds and accounts established and pledged for the Note under the Funding Loan Agreement. The approval by the City Council of the reissuance of the Note by the Issuer shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the reissuance of the Note of the acquisition, construction or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. That all ordinances, resolutions or orders or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

DONE AND RATIFIED this ____ day of September 2026

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

EXHIBIT A

NOTICE OF PUBLIC HEARING

EXHIBIT B

CERTIFICATE AS TO TELEPHONIC PUBLIC HEARING

CERTIFICATE AS TO TELEPHONIC PUBLIC HEARING

I, the undersigned, on behalf of the Spartanburg Housing (previously known as Housing Authority of the City of Spartanburg, South Carolina) ("***Spartanburg Housing***") and the City of Spartanburg, South Carolina, do hereby certify as follows:

1. Spartanburg Housing held a telephonic public hearing (the "***Public Hearing***") in connection with the reissuance by Spartanburg Housing of all or a portion of its Multifamily Housing Revenue Note (Shockley Terrace Apartments Project), issued in the original principal amount of not to exceed $35,000,000, the proceeds of which were loaned to Shockley Terrace, LP, a South Carolina limited partnership (the "***Borrower***"), to provide funds to finance the costs of acquiring, constructing and equipping an approximately 258-unit multifamily housing development and related real estate located in the City of Anderson, Anderson County, South Carolina to be known as Shockley Terrace Apartments (the "***Project***"). The Project is owned and operated by the Borrower.

2. Representatives of Spartanburg Housing and the Borrower were present at the Public Hearing. The Public Hearing was conducted telephonically and the public was provided a toll free access number to listen to the public hearing, and provided an email and mailing address to submit written comments. All persons desiring to do so were given a reasonable opportunity to speak and, if requested, to present their opinions in writing regarding the reissuance by Spartanburg Housing of the Note and the location and nature of the Project. There were no written comments received and no members of the public appeared to speak on the reissuance of the Note or the location and nature of the Project.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 2026.

Shaunté Evans

Shaunté Evans, Chief Executive Officer

REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council

FROM: Chris Story, City Manager

SUBJECT: Resolution to Authorize Development Agreement for Kennedy Street Affordable Apartment Development

DATE: September 10, 2026

The attached resolution would authorize the execution of a development agreement to enable a 48 unit affordable apartment development on the northwest corner of Kennedy and Converse Streets immediately abutting the Kennedy Street Parking Garage. We consider this project strategically significant as it brings much needed affordable units to the Downtown. The project has been awarded low-income housing tax credits. Therefore, all units will be available only to those with incomes at or below certain levels at rents not exceeding 30% of that income. There will be a variety of income levels with none exceeding 80% of the area median income.

The attractively designed project has been approved by the City's Design Review Board. It makes efficient use of long vacant property. The project will increase local government revenues by nearly $50,000 annually at the outset increasing to nearly $100,000 annually over the life of the agreement.

We recommend your approval and welcome any questions you may have.

A RESOLUTION

TO ENTER INTO A DEVELOPMENT AGREEMENT WITH KENNEDY STREET OWNER, LP TO DEVELOP KENNEDY STREET PARKING GARAGE EXCESS LAND WITH AN AFFORDABLE MULTI-FAMILY APARTMENT FOR RENT COMMUNITY

WHEREAS, Kennedy Street Owner, LP, a project developer (and its affiliates) desire to enter into a development agreement with the City of Spartanburg to develop excess land adjacent to the Kennedy Street Parking Garage into an affordable multi-family apartment for rent community; and

WHEREAS, the City of Spartanburg believes this project will meet a need within our downtown and help to accelerate our progress; and

WHEREAS, the proposed project furthers the City's goals of economic development and population growth.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA:

Section I. City Council hereby authorizes the City Manager to enter into a Development Agreement with Kennedy Street Owner, LP in substantially the same form as that Development Agreement which is attached hereto, incorporated herein, and marked as Exhibit 1 for reference (the "Agreement"). Minor changes and modifications to the Agreement and attachments are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties; said minor changes and modifications shall be approved by the City Manager and the City Attorney. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, then the matter shall be presented to Council for further review and further action before the final execution, if Council so chooses.

Section 2. This Resolution shall become effective on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE __ DAY OF _____________, 2026.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

DEVELOPMENT AGREEMENT FOR A PROJECT LOCATED AT TAX PARCEL 7-12-21-103.00 (160 Kennedy Street, Spartanburg, SC 29306)

This Agreement (the "Agreement") by and between KENNEDY STREET OWNER, LP, a South Carolina limited partnership duly authorized by the Secretary of State of South Carolina to transact business in the State (together with its permitted successors and assigns, the "Project Developer") and the CITY OF SPARTANBURG, SOUTH CAROLINA, a municipal corporation under the laws of South Carolina (the "City"), is entered into this ___day of ___, 2026.

WHEREAS, the Project Developer desires to enter into a development agreement with the City of Spartanburg to redevelop a prominent site into a new development; and

WHEREAS, the City of Spartanburg believes this project will meet a need within the downtown and help to accelerate its progress; and

WHEREAS, the proposed project furthers the City's goals of economic development and population growth.

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

1. Project Developer Commitments:

   a. *Development Size and Purpose.* The Project Developer, its agents or assigns, shall be responsible for the design and construction of a multi-family *"apartment" for rent* community on a portion of the above mentioned parcel, which is owned by the City of Spartanburg and the Project Developer currently has under contract to purchase (the "Property") as more fully referenced in **Exhibit A (Tax Map) and Exhibit B (Site Plan).** The development, hereinafter referred to as the "Project" shall consist of approximately *forty eight (48)* apartment units. The project will be 100% affordable to individuals and families whose incomes are at or below 80% of the area median income **("AMI")** as determined annually by the U.S. Department of Housing and Urban Development for the Spartanburg, SC Metropolitan Statistical Area. Rents for the affordable units, which shall not exceed HUD's maximum percentage of a family's monthly adjusted income (currently set at 30%) for programs targeted at families at or below 80% of the

AMI, may increase from calendar year to calendar year throughout the term hereof at the rate of the greater of two percent (2%) or the percentage increase in 80% AMI as determined by HUD for the Spartanburg Metropolitan Statistical Area.

b. *Intended Market and Relevance to City.* Significant redevelopment and conversion of vacant and underutilized land into multi-family for rent apartment uses has occurred in downtown Spartanburg and there is still demand for it. The subject Property is excess land located directly adjacent to a City owned parking garage (the "Kennedy Street Parking Garage"). In order to take advantage of City owned resources and provide much needed affordable housing in the City of Spartanburg's downtown, the Project Developer approached the City with the concept of locating an affordable housing development on the subject Property. The City has significant interest in seeing the construction of new affordable multi-family rental development in downtown Spartanburg. The Property is surrounded by major roads (Kennedy Street and Converse Street) and is located a short distance from major employers, local amenities and community resources. The Project Developer acknowledges that a significant motivation for the City in providing the Project with incentives is to achieve the market goal of enhancements that align with community goals to encourage the economic redevelopment of its downtown. The Project Developer further acknowledges the City seeks the development of multi-family apartment rental housing that will increase the product offerings available to existing, but also new, City residents. The Project will be designed, constructed, and finished with Class A level fixtures, materials, and amenities of comparable quality design and construction as those example projects contained in **Exhibit C,** attached hereto and incorporated by reference. The target market is a blend of young, middle-aged and senior residents, whether the same be working professionals, families, workforce employees or retirees.

c. *Architectural Design.* Project Developer acknowledges that the architectural design is a key consideration for City. Project Developer's principals have experience in developing multi-family housing projects in urban locations and have provided the City with examples of other multi-family projects it has developed. Information regarding these other projects is contained in Exhibit C, attached hereto and incorporated by reference. The examples contained in Exhibit C are representative of Project Developer's principals' work and indicative of its emphasis on high quality design and construction. The Project Developer acknowledges that its commitment regarding the Project's comparability to its other projects in Exhibit C are key considerations in the City's provision of development incentives to support the Project. The proposed project has presented to the City of Spartanburg's Design Review Board (DRB) and has already successfully received approval from DRB.

d. *Investment Required.* The Project Developer covenants that it intends, utilizing commercially reasonable efforts, to make an investment through land, equity, loans, tax credit equity, and other sources anticipated to be not less than Eighteen Million and 00/100 Dollars ($18,000,000) in design, development and construction in the Project as evidenced by documentation which is reasonably acceptable to the City. The City acknowledges that the Project Developer intends to pursue all available state and federal tax credits, including Low Income Housing Tax Credits, and agrees to cooperate with and support the Project Developer in obtaining such credits.

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

f. The Project Developer agrees to construct and maintain a common stairwell to be built between the Kennedy Street Parking Garage and the subject Property.

2. City Commitments:

a. *Maintenance of Public Improvements/Completion of Certain Additional Improvements.* The City of Spartanburg shall be solely responsible for all costs, maintenance, upkeep, operations, repairs, and any other obligations associated with adjacent Kennedy Street Parking Garage.

b. *Allocation of Parking Spaces.* The City agrees to provide the Project Developer with the ability to park 57 vehicles in the adjacent Kennedy Street Parking Garage inclusive of handicapped accessible spaces necessary to meet ADA requirements for the Project.

c. *Special Source Revenue Credit.* The City consents, through cooperation with Spartanburg

County, upon request prior to the issuance of a Certificate of Occupancy of the permitted plans, to the approval and implementation of a Special Source Revenue Credit Agreement (SSRC) arrangement for the Project and the Property such that, after application of such SSRC, the net property tax (or fee in lieu of tax) to be paid on behalf of the real property and improvements components of the Property and the Project for the first twenty (20) years after the Project is completed and placed in service shall equal the dollar amounts as set forth in **Exhibit D** attached hereto and incorporated herein by reference. In furtherance thereof, the City hereby provides its consent for the Property to be included in a joint county industrial and business park, either already in existence or to be established by Spartanburg County, pursuant to Section 4-1-170 of the S.C. Code of Laws 1976, as amended, for so long as the Project is in compliance with the Project Developer commitments set forth in Section 1 of this Agreement.

3. No Assignment Without Consent.

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

4. Modification.

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

5. Merger of Negotiations.

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

6. Applicable Law.

This Agreement is entered into pursuant to the laws of the State of South Carolina. The City is a political subdivision of the State of South Carolina, and the Property that is the subject of this Agreement is located within Spartanburg County, South Carolina.

7. No Joint Venture.

The parties acknowledge the City is acting solely in a governmental capacity in approving the Agreement and in providing any other approvals related to the Project. Accordingly, the parties further acknowledge that no joint venture is intended or created between the Project Developer (or its affiliates or principals) and the City, and the parties expressly disclaim the same.

8. Indemnification.

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

9. Notice.

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

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

PROJECT DEVELOPER:
NAME
ADDRESS
Phone:

WITH A COPY TO:

10. Miscellaneous.

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

[Signatures Follow]

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

WITNESSES: KENNEDY STREET OWNER, LP

STATE OF SOUTH CAROLINA) ACKNOWLEDGEMENT
)
)
COUNTY OF SPARTANBURG)

The foregoing instrument was acknowledged before me this ______day of ________, 2026 by the duly authorized officer for __________________________ whose name and title appear above.

____

Notary Public for South Carolina

My Commission Expires: _______________

Printed Name of Notary: ....

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

WITNESSES:

CITY OF SPARTANBURG,
SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

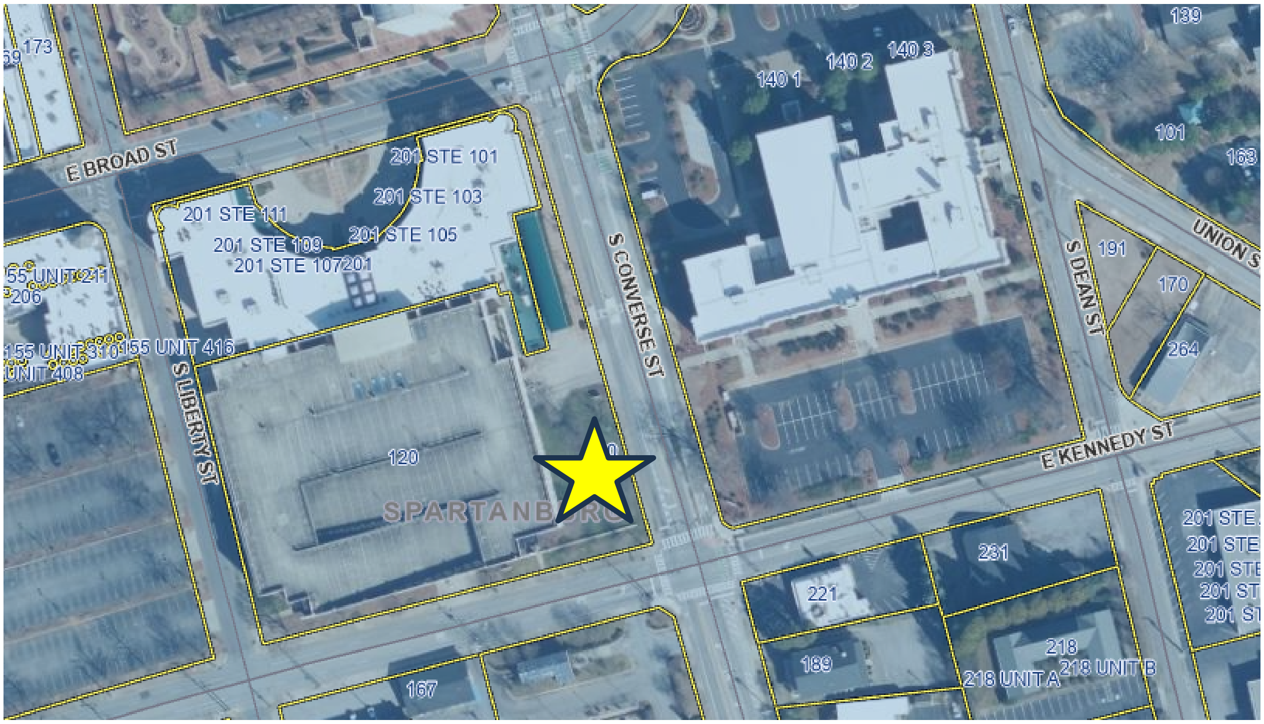
The foregoing instrument was acknowledged before me this ______day of _________, 2026 by the duly authorized officer for __________________________ whose name and title appear above.

____
Notary Public for South Carolina
My Commission Expires: ______________
Printed Name of Notary: _____________________ __

APPROVED AS TO FORM:

____
City Attorney

EXHIBIT A TAX MAP



EXIBIT B SITE PLAN

EXHIBIT C DRAFT RENDERINGS OF KENNEDY STREET PROJECT

EXHIBIT C (CONTINUED) DEVELOPER COMPARABLE PROJECTS

500 Northside Station – Spartanburg, SC

Ovata at Reedy Creek – Charlotte, NC

Indigo at McLean Station – McLean, VA

Silver Creek Senior Living – Kensington, MD

EXHIBIT D – SSRC Schedule

Year	Net Fee In Lieu of Tax (FILOT) Payment Following Application of SSRC
1	$49,113
2	$55,052
3	$56,703
4	$58,404
5	$60,156
6	$61,961
7	$63,820
8	$65,734
9	$67,706
10	$69,738
11	$71,830
12	$73,985
13	$76,204
14	$78,490
15	$80,845
16	$83,270
17	$85,768
18	$88,342
19	$90,992
20	$93,722

REQUEST FOR COUNCIL ACTION

TO: **Spartanburg City Council**

FROM: **Chris Story, City Manager**

SUBJECT: **Resolution to Authorize Agreement with Regenesis CDC for Single Family Home Development in Forest Park**

DATE: **September 11, 2026**

Beginning with planning and community engagement work in 2008, the City has partnered with Regenesis Community Development Corporation to bring new single-family homes to the the Forest Park neighborhood in the Southside of the City. 17 homes have been built over those 18 years and sold to families at or below area median income at prices affordable to that income range fulfilling the original intent for a mixed income neighborhood.

Regenesis is now prepared to enter a new phase which is expected to include a much more rapid buildout of the remaining lots with market rate homes. The attached agreement will allow that work to begin and proceed at pace. We believe the result will be positive for the City and the neighborhood.

We recommend your approval and welcome any questions you may have.

A RESOLUTION

TO ENTER INTO A DEVELOPMENT AGREEMENT WITH REGENESIS COMMUNITY DEVELOPMENT CORPORATION TO DEVELOP SINGLE FAMILY HOMES IN THE FOREST PARK NEIGHBORHOOD

WHEREAS, Regenesis CDC, a project developer (and its affiliates), desire to enter into a development agreement with the City of Spartanburg to develop City owned property in the Forest Park neighborhood on the Southside of the City of Spartanburg; and

WHEREAS, the City of Spartanburg believes this project will further the City's community development goals and help to accelerate our progress toward meeting resident needs; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA:

<u>Section I.</u> City Council hereby authorizes the City Manager to enter into a Development Agreement with Regenesis Community Development Corporation in substantially the same form as that Development Agreement which is attached hereto, incorporated herein, and marked as **Exhibit 1** for reference (the "Agreement"). Minor changes and modifications to the Agreement and attachments are authorized as may be necessary or appropriate to allow for a final version; said minor changes and modifications shall be approved by the City Manager and the City Attorney. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, then the matter shall be presented to Council for further review and further action before the final execution, if Council so chooses.

<u>Section 2.</u> This Resolution shall become effective on the second and final reading.
DONE, RATIFIED AND PASSED THIS THE __DAY OF _______________, 2026.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

STATE OF SOUTH CAROLINA	)	CITY OF SPARTANBURG AND REGENESIS
	)	COMMUNITY DEVELOPMENT CORPORATION –
	)	AGREEMENT FOR RESIDENTIAL
COUNTY OF SPARTANBURG	)	DEVELOPMENT

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Spartanburg, South Carolina (the "City") and Regenesis Community Development Corporation (collectively, the "Parties"), as of the ___ day of _______, 2026.

WHEREAS, beginning with planning and community engagement efforts in 2008, the City and Regenesis have collaborated to achieve the development of a mixed-income residential development in Forest Park containing up to forty-four single family homes; and

WHEREAS, in the years since, Regenesis has developed and sold seventeen homes in Forest Park to families at or below area median incomes at prices affordable to those in that income range; and

WHEREAS, Regenesis CDC now seeks to begin the market-rate phase of development of Forest Park on up to twenty-two remaining lots owned by the City; and

NOW THEREFORE, KNOW ALL BY THESE PRESENT, that the Parties, in consideration of the promises and the mutual covenants and agreements herein contained do hereby agree as follows:

1. **<u>Property Transfer.</u>** For a period of 30 months beginning at the date of execution of this agreement, City will transfer its remaining Forest Park lots (**Exhibit B**) in phases as requested by Regenesis for the cost of $1 per lot provided, however, that if construction has not commenced within twelve months of the date of transfer of a lot, it shall revert to City ownership with no further obligation or involvement by Regenesis in regard to any reverted lot in accordance with this provision.

2. **<u>"As-is" Acceptance.</u>** Regenesis acknowledges that it is accepting the property "as-is" and that the City will expend no funds whatsoever on additional infrastructure work, site preparation, or installation of any desired features of the neighborhood.

3. **<u>Common Areas and Greenspace Maintenance.</u>** Regenesis will ensure that a Homeowners Association is created to accept maintenance responsibility for common areas and greenspaces shown on the neighborhood plan.

4. **<u>Design Standards.</u>** Regenesis will ensure that all development activity comports with the design standards contained in **Exhibit A**.

5. **<u>Use of Proceeds.</u>** Regenesis covenants that any proceeds it derives from these activities will be utilized for Regenesis' appropriate nonprofit charitable purposes.

6. **Entire Agreement.** This Agreement contains the sole and entire understanding between the Parties, and all other promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the Parties, if any, are no longer in effect unless specified herein. This Agreement supersedes all prior discussions, agreements and understandings between the Parties with respect to these matters, including the 2013 Development Agreement which has no further force or effect. Nothing in this Agreement exempts Regenesis from compliance with all local, state, and other authorized jurisdictional permitting processes, building codes, or other development standards of the City.

7. **Invalidity.** Should any of the provisions of this Agreement be held invalid in whole or in part, it shall not affect or invalidate the balance of such provision or any other provisions of this Agreement.

8. **Amendments.** This Agreement may not be amended, modified or changed, except by an instrument in writing and signed by all the parties.

9. **Notices.** All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by overnight courier, or by fax, with evidence of delivery, to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered, as the case may be, on the date of delivery. Rejection, other refusal to accept shall constitute receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder.

   a. **Regenesis Community Development Corporation,** PO Box 5701, Spartanburg, SC 29304

   b. **CITY:** City Manager, City of Spartanburg, PO Box 1749, Spartanburg, SC 29304.

   c. **Copy:** City Attorney, City of Spartanburg, PO Box 1749, Spartanburg, SC 29304.

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

11. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

12. **No Continuing Waiver.** The waiver of any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

[signature page follows]

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and executed this Agreement this ___ day of _____________ 2026.

WITNESSES:

______________________________	**Regenesis Community Development Corporation**
	By:______________________________
	Name: __________________________
______________________________	Title: ____________________________
______________________________	**CITY OF SPARTANBURG, SOUTH CAROLINA**
	By:______________________________
	Name: __________________________
______________________________	Title: ____________________________

APPROVED AS TO FORM:

By: __________________________

City Attorney

EXHIBIT A

Housing Infill Standards for Forest Park Development

1. Brick foundations are required.
2. Vinyl siding and non-pressure-treated wood are prohibited.
3. Roofs must be composed of asphalt shingles, architectural shingles, or similar high-quality, durable materials.
4. Avoid blank walls that create a fortress effect. Active frontages are expected.
5. Durable exterior siding, such as fiber cement board, should be utilized.
6. Avoiding flat façades. Building articulation is required to create visual interest.
7. Architectural differentiation through materials, textures, roof shape, and trim should be employed.
8. Covered front porches are strongly encouraged. Where porches are not feasible, a usable landing or stoop with space for seating should be included.
9. Rear-loaded garages should be prioritized. Where site conditions necessitate front-loaded garages offset garages behind the primary structure façade should be prioritized.
10. HVAC units and other utilities should be screened from the street using landscape or low maintenance materials.
11. Trash storage locations must be screened and set back from the front façade.
12. Detention ponds or utilities at prominent street corners or main frontages are restricted.
13. Connections to existing sidewalks should be installed.
14. Street trees should be planted where appropriate in coordination with the City during the review process.

EXHIBIT B

Parcels Subject to this Agreement

Parcel ID	Acres	PropertyAddress	NOTES
7-16-11-045.00	0.26	349 LAWRENCE JOHNSON SR LN	
7-16-11-049.00	0.21	335 LAWRENCE JOHNSON SR LN	
7-16-11-052.00	0.21	329 LAWRENCE JOHNSON SR LN	
7-16-11-040.00	0.25	348 LAWRENCE JOHNSON SR LN	
7-16-11-041.00	0.21	344 LAWRENCE JOHNSON SR LN	
7-16-11-042.00	0.24	340 LAWRENCE JOHNSON SR LN	
7-16-11-043.00	0.24	336 LAWRENCE JOHNSON SR LN	
7-16-11-051.00	0.21	331 LAWRENCE JOHNSON SR LN	
7-16-11-048.00	0.22	341 LAWRENCE JOHNSON SR LN	
7-16-11-053.00	0.21	317 LAWRENCE JOHNSON SR LN	
7-16-11-050.00	0.21	333 LAWRENCE JOHNSON SR LN	
7-16-11-044.00	0.24	332 LAWRENCE JOHNSON SR LN	
7-16-11-046.00	0.21	345 LAWRENCE JOHNSON SR LN	
7-16-11-035.18	0.28	EVERETT ST	
7-16-11-036.00	0.3	106 EVERETT ST	
7-16-11-037.00	0.2	110 EVERETT ST	
7-16-11-038.00	0.21	114 EVERETT ST	
7-16-11-039.00	0.23	118 EVERETT ST	
7-16-11-035.15	1.37	COLLINS AVE	To be subdivided into multiple lots with remainder transferred to HOA as greenspace amenity

REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council

FROM: Chris Story, City Manager

SUBJECT: Ordinance Authorizing Intergovernmental Agreement with Spartanburg County Concerning Joint Use of Government Facilities

DATE: September 10, 2026

We are excited about the progress on the Joint Government Center which will serve as the administrative home for City of Spartanburg and Spartanburg County governments for generations to come. We believe this approach will enhance our ability to serve our community and benefit both organizations in numerous ways.

We also believe that strong partnerships are built on clear expectations. In that spirit, we have worked with our County counterparts to draft an agreement addressing the specifics of how we will share this terrific new facility. We believe it is fair to both parties and will enable us to operate and maintain the facility to the highest standards. The attached ordinance would allow us to execute that agreement which is also attached.

We recommend your approval and welcome any questions you may have.

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR AND AUTHORIZE THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SPARTANBURG AND SPARTANBURG COUNTY CONCERNING THE JOINT USE OF GOVERNMENT FACILITIES

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution and Section 4-9-41(A) of the Code of Laws of South Carolina, 1976 as amended (the "Code"), provide that any county, incorporated municipality, special purpose district, or other political subdivision may provide for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the voters of Spartanburg County voted in favor of a capital project sales tax referendum to fund a series of public facility projects to include a joint County and City Administrative Building to replace the aging County Administration Building and City Hall (the "Facility"); and

WHEREAS, it was the intent of the voters to efficiently, effectively and conveniently serve the residents of this County by sharing spaces and preventing duplication of taxpayer funded resources and assets; and

WHEREAS, the residents of the City of Spartanburg contributed the land housing City Hall to allow for the construction of the Facility, including the parking deck, plaza, apartments, and commercial spaces; and

WHEREAS, both Spartanburg County and City Councils voted to approve the construction of the Facility and to locate the Facility on the block formerly housing City Hall and adjacent to the County Library in order to bolster the vibrancy of downtown Spartanburg and to make the highest and best use of publicly funded parking infrastructure; and

WHEREAS, both the Spartanburg County and City Councils acknowledge the shared benefits of productive partnership and desire to strengthen those lasting relationships through clear communication, joint responsibility, honest dealing, and commitment to lasting positive outcomes for the community; and

WHEREAS, the County and City of Spartanburg desire to ensure that the voter-approved investment in this joint project is maintained to a high standard and remains focused on providing a high level of customer service; and

WHEREAS, the County and City of Spartanburg understand that each body respects and observes the autonomy of the other and commits to continuing this practice through thoughtful policy making, long-term planning, and mutual respect; and

WHEREAS, the County and City of Spartanburg desire to outline shared commitments for the occupation, operation, maintenance, security, and ongoing financial responsibility associated with the Facility; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA:

Section 1. City Council approves entering into a Development Agreement with Spartanburg County in substantially the same form as that Intergovernmental Agreement, which is attached hereto and incorporated herein by reference as Exhibit A ("Agreement"). Minor changes and modifications to the Agreement are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties; said minor changes and modifications shall be approved by the City Manager and the City Attorney. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by Council, then the matter shall be presented to Council for further review and further action before the final execution, if Council so chooses.

Section 2. This Ordinance shall become effective on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____________, 2026.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

______/_____/______ (1st Reading)
______/_____/______ (2nd Reading)

CITY OF SPARTANBURG)

COUNTY OF SPARTANBURG)

STATE OF SOUTH CAROLINA)

INTERGOVERNMENTAL AGREEMENT

CONCERNING JOINT USE OF GOVERNMENT FACILITIES

This Intergovernmental Agreement (the “Agreement”) is made and entered into by and between THE CITY OF SPARTANBURG, SOUTH CAROLINA, a South Carolina municipal corporation (“City”) and SPARTANBURG COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (“County”) (the City and the County may also be referred to herein as a “Party” or collectively as the “Parties”).

RECITALS:

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution and Section 4-9-41(A) of the Code of Laws of South Carolina, 1976 as amended (the “Code”), provide that any county, incorporated municipality, special purpose district, or other political subdivision may provide for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the voters of Spartanburg County voted in favor of a capital project sales tax referendum to fund a series of public facility projects to include a joint County and City Administrative Building to replace the aging County Administration Building and City Hall (the “Facility”);

WHEREAS, it was the intent of the voters to efficiently, effectively and conveniently serve the residents of this County by sharing spaces and preventing duplication of taxpayer funded resources and assets;

WHEREAS, the residents of the City of Spartanburg contributed the land housing City Hall to allow for the construction of the Facility, including the parking deck, plaza, apartments, and commercial spaces;

WHEREAS, both Spartanburg County and City Councils voted to approve the construction of the Facility and to locate the Facility on the block formerly housing City Hall and adjacent to the County Library in order to bolster the vibrancy of downtown Spartanburg and to make the highest and best use of publicly funded parking infrastructure;

WHEREAS, both the Spartanburg County and City Councils acknowledge the shared benefits of productive partnership and desire to strengthen those lasting relationships through clear communication, joint responsibility, honest dealing, and commitment to lasting positive outcomes for the community;

WHEREAS, the County and City of Spartanburg desire to ensure that the voter-approved investment in this joint project is maintained to a high standard and remains focused on providing a high level of customer service;

WHEREAS, the County and City of Spartanburg understand that each body respects and observes the autonomy of the other and commits to continuing this practice through thoughtful policy making, long-term planning, and mutual respect; and

WHEREAS, the County and City of Spartanburg desire to outline shared commitments for the occupation, operation, maintenance, security, and ongoing financial responsibility associated with the Facility;

NOW THEREFORE, in consideration of the mutual covenants of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and City of Spartanburg enter into this Agreement.

ARTICLE I

THE FACILITY; OWNERSHIP; CONVEYANCE; COMPLETION; TERM

1.1 The City shall convey to the County in one or more transactions fee simple ownership to the real property described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), for the development and construction of the Facility by the County generally as shown on the site plan attached hereto and incorporated herein as **Exhibit B** (the "Site Plan"). Said conveyance shall be subject to the SCDES Voluntary Cleanup Contract (the "VCC") and other customary matters of title which do not interfere with the construction of the Facility on the Property.

1.2 Upon completion of the Facility, the County shall record a master deed and create a horizontal property regime under Section 27-31-10 of the Code and cause one (1) floor of the Facility to be conveyed to the City for its administrative offices and other functions. Use of shared space and common space shall be in accordance with Section 3.11 of this Agreement.

1.3 An approximately __950____ stall parking structure shall also be constructed in connection with the Facility as shown on the Site Plan attached hereto (the "Parking Structure"). The Parties shall cooperate and work together in good faith to develop rules and regulations for the use and operation of the Parking Structure, ensuring that the Parties have adequate and protected access to the same for their respective public uses as set forth in Article VI – Parking Structure Management.

1.4 The Parties also agree and acknowledge that a portion of the Property shall be conveyed to a third-party multi-family developer; said conveyance to be made subject to the VCC and the terms and conditions of a Development Agreement between the third-party developer and the City.

1.5 In connection with the completion of the Facility on the Property, the Parties agree to reasonably cooperate with any necessary development needs such as road closings, expedited development reviews and permitting, waiver of permit fees, and expedited review and cooperation in the execution of any contracts, leases, licenses, or additional intergovernmental agreements needed in connection with the construction of the Facility on the Property.

1.6 The term of this Agreement shall commence on the date the last signature is affixed hereto below (the "Effective Date") and shall continue for so long as the Facility is occupied in whole or in part by the Parties and serves as their administration offices and / or other public use / public service facility (the "Term").

ARTICLE II

PUBLIC USE

"Public Purposes" is defined as that use of the Facility by the City as its City Hall and by the County as its primary administrative facility, and no other purposes. Ancillary uses shall be subject to the mutual written approval of both Parties.

The Parties acknowledge and agree that (i) the City shall own fee simple title to one (1) floor of the Facility, and the County shall own fee simple title to the remainder of the Facility; (ii) the entire Facility may only be used for Public Purposes (the "Use Restriction"); (iii) neither party may sell, assign, lease or otherwise convey any interest in all or any portion of the Facility in violation of the Use Restriction; (iv) any sale, assignment, lease, and / or conveyance is subject to the terms and conditions of this Agreement; and (v) any sale, assignment, lease, and / or conveyance of all or any portion of the Facility by a Party in violation of the Use Restriction shall be *void ab initio.* Use of shared space and common space shall be in accordance with Section 3.11 of this Agreement.

Additionally, the Parties hereby grant to each other an option to purchase their respective interests in the Facility (the "Reciprocal Option"). The Reciprocal Option may be exercised in the event that either Party desires to sell its respective interest in the Facility to a third-party, or in the event of an attempted sale in violation of this Agreement (the "Triggering Event"). In such event, the transferring Party shall notify the non-transferring Party in writing of the desired transfer or attempted transfer, and the non-transferring Party shall have thirty (30) days after written notice of the Triggering Event to exercise its Reciprocal Option. The Reciprocal Option purchase price shall be the fair market value of the real property interest in the Facility to be transferred, as determined by an appraisal obtained by the non-transferring Party and performed by an MAI commercial appraiser licensed in the State of South Carolina. Such appraisal shall take into account the fair market value of the transferred real property interest in the Facility but shall not take into account the value attributable to any common elements or limited common elements associated with the transferred real property interest created under the horizontal property regime.

ARTICLE III

FACILITY OPERATIONS AND SECURITY

3.1 Hours of Operation and Closures. The Facility will be open to the public Monday through Friday 8:00 AM EST to 5:00 PM EST except as otherwise noted below:

(i) Observed Holidays.

The Facility will be closed to the public on the following recognized holidays:

New Year's Day

Dr. Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day

Day after Christmas

Before January 1st of each calendar year, the County's Human Resources Director (or other designated official) will draft a proposed holiday calendar which will be provided to the County Administrator and City Manager for joint approval.

Generally, holidays falling on the weekend will be observed as follows:

Should one of the observed holidays fall on a Saturday, the preceding Friday will be observed as the holiday closure.

Should one of the observed holidays fall on a Sunday, the succeeding Monday will be observed as the holiday closure.

It is acknowledged that in some years, these protocols may constrict available days for taxpayers to pay real estate and vehicle taxes by the end of the calendar year. Deviation from the standard treatment of observed holidays may be warranted in these cases. In order to assess the customer service impact, the County Human Resources Director (or other designated official) will receive input from the County Treasurer and consider that input as part of his/her recommended holiday calendar.

Once adopted, the joint holiday calendar for the year will not be changed except in times of declared emergency. Should either Party choose to observe a holiday outside of the listing contained herein, the Facility and the publicly accessible areas of the Facility will remain open to the public. The individual Party choosing to close may close their offices at their discretion. In the event of this occurrence, both Parties will work in good faith to coordinate public messaging in order to provide the greatest level of clarity to the public on which services and offices will be available. The list of observed holidays may be jointly amended in accordance with the amendment provisions hereof.

(ii) Inclement Weather Closures and Delays.

From time-to-time, it may be in the public's and the Parties' best interest to close the Facility and grounds due to inclement weather or emergency. In those instances, the following closure protocol will be observed:

(a) The County Administrator will confer with the County Director of Emergency Services and other relevant authorities to assess the risk to the public and employees within 24 hours of the anticipated closure. On the basis of the then-available information on road condition and risk and considering the recommendation of the County Director of Emergency Services, the County Administrator will have the authority to close the Facility to the public.

(b) Notification of any closure decision will be provided to the City Manager or his/her designee.

(c) Any Facility closures will be communicated to County and City personnel utilizing the inclement weather call tree within the County's emergency notification system (reverse 9-1-1). Such correspondence will communicate the closure of the Facility and refer employees to their supervisors for any alternate work assignments.

(d) It will be the responsibility of the County's Office of Emergency Services to update the inclement weather call tree from time-to-time, but not less often than annually. It will be the responsibility of the County and City, respectively, to ensure that any needed updates to the inclement weather call tree be provided to the Office of Emergency Services.

(e) It will be responsibility of the County Communications Manager and Director of Emergency Services to notify media outlets of the Facility closure.

(iii) Extended Building Closures.

From time-to-time, it may be in the public's and the Parties' best interest to close the Facility and grounds due to natural disaster, pandemics, or other emergencies. In those instances, the following closure protocol will be followed:

(a) The County or the City may, at the direction of its respective Council through emergency declaration or other official action, choose to close its own offices.

(b) Should both Parties' governing bodies decide that a closure is in the public's best interest, the Facility and grounds will also be closed.

(c) Should one Party, but not both Parties, choose to close its own offices, the Facility will remain open to the public or in a modified operational status.

(d) The least restrictive operational status of either Party will govern the status of the public areas of the Facility and grounds.

(e) In no instances will the decision of one Party govern whether the other Party's individual offices are operational.

(f) The County Administrator and the City Manager, or his/her respective designees, will work in good faith to communicate the operational status of the Facility to the public to try to achieve the highest level of clarity possible.

3.2 Emergency Sheltering. The Facility will not be used as a temporary or permanent shelter except by emergency declaration of both Parties. Should an emergency declaration of both Parties cede authority to the County Administrator and City Manager, respectively, both must agree to emergency sheltering prior to the use of the Facility for such purposes.

3.3 Building Security

(i) The County will, through its Sheriff's Office, Detention Facility, or through private contract, staff a building security team. It will be the principal responsibility of the building security team to screen members of the public and employees for weapons or other hazards and to prevent those items from entering the Facility. In the event the City is open and the County is closed, the County will staff the building security team and the City may be required to reimburse the County for the staffing cost.

(ii) The City may choose, through its own resources and at its own expenses, to supplement the level of security staffing provided for the building by the County.

(iii) The building security team will be responsible for operating the building's weapons screening equipment, monitoring camera systems, checking security of access points, responding to on-premise security or disturbance instances and other tasks necessary to ensure a safe Facility and grounds.

(iv) All security equipment, including weapons screening system, camera systems, panic alarms, etc., will be incorporated into the Facility capital and equipment replacement program where costs will be jointly allocated to the Parties based upon their Allocated Percentages (as defined herein).

(v) Spartanburg County 9-1-1 Communications will dispatch City Police, City Fire, Spartanburg Emergency Medical Services, and any other responders as warranted or desired for emergencies occurring within or about the Facility and grounds for which they are contacted.

(vi) At no time will any public safety agency rely on County or City building security staff or contractors to respond to emergencies for which 9-1-1 is contacted. However, nothing shall prevent building security from responding to emergencies in the Facility.

3.4 Parking Structure Security.

(i) The County will, through its Sheriff's Office, Detention Facility, or private contract, staff a security officer(s) for the Parking Structure to increase the public and Parties' employee safety.

(ii) Parking Structure security services will be provided from 7:00 AM to 7:00 PM Monday through Friday, except when the building is closed per the closure protocols.

(iii) The City may, through its own resources and at its own expense, choose to supplement security resources provided by the County.

(iv) The City will, through its Police Department or private contract, patrol the parking structure and monitor security systems during times not covered by County security resources to increase the public safety of the Parking Structure.

3.5 Facility Access Control. The Facility's access control system and key control system will, at all times, be managed by the Facility security team, principally staffed by County resourced personnel according to the following:

(i) County or City employees whose primary work location is in the Facility will be issued Level 1 access to the Facility, which will be comprised of 7:00 AM to 7:00 PM external door access Monday through Friday (except for holidays and other closures).

(ii) County or City employees whose primary work location is not in the Facility may be issued Level 2 access to the Facility, which will be comprised of 8:00 AM to 5:00 PM external door access Monday through Friday (except for holidays and other closures).

(iii) County or City employees whose primary work location is in the Facility and whose work requires or is expected to require frequent Facility access on weekends, before 7:00 AM, or after 7:00 PM, may be issued Restricted Level access to the Facility. This level of access will be tailored to the needs of the employee as governed by the unique work requirements. Any

Restricted Level access will require approval by both the County Administrator and City Manager, except that neither may restrict access for the following (collectively "Unrestricted Employees"):

County Council

City Council

County Administrator, Deputy County Administrator, Assistant County Administrator

County Attorney, Deputy County Attorney, Assistant County Attorney

City Manager, Deputy City Manager, Assistant City Manager

City Attorney

County Treasurer

County Auditor

Administrative Services Director (Facility Manager)

On-Call Facilities Management Personnel

Facility Security Team

Facility access will be reviewed and revised periodically by the Facility security team at least annually.

3.6 Employee Termination.

(i) The County and City will each develop a procedure for the prompt notification to the Facility security team of all employee terminations, voluntary or involuntary. Should either Party fail to develop and follow a protocol which provides prompt notification, the Facility security team may, in its sole discretion, determine that such failure compromises the safety and security integrity of the Facility and its occupants. Should such an assessment be made, the Facility security team may suspend the access control devices of the entity and require all employees, except Unrestricted Employees, to access the Facility only from public access points during regular business hours. Additionally, if such a failure occurs, the County Administrator and the City Manager shall work in good faith to quickly restore security protocols.

(ii) Either the County or City may choose to notify the Facility security team and suspend an employee's access in advance of termination when, in its sole discretion, a heightened security approach is warranted.

3.7 After Hours Employee Gym Access. Level 1, Level 2, and Restricted Level Access holders may be provided with limited after-hours and weekend access to the employee fitness center to be located within the Facility. Access shall not be provided unless a current waiver and consent form is on file with the County Risk Manager.

3.8 On-Premises Protests. The Parties recognize that from time-to-time, members of the public may choose to peacefully assemble at the Facility or on the Facility grounds for the purposes of public demonstration or protest. In order to maintain a safe and secure Facility and observe the public's right to peacefully assemble and protest, a picketing permit, as required by the City's Code of Ordinances, will be required. All conditions of the public picketing permit and applicable code section(s) must be met. Upon receipt of a picketing permit application for the building and grounds, the City will promptly notify the Facility security team and County Administration for general awareness.

Assemblers will not be allowed to:

Block or impede access to the Facility through any of its entrances;

Block or impede pedestrian paths from the Parking Structure to Broad Street, or along Broad Street to the primary entrance;

Block or impede vehicle or pedestrian access to the Parking Structure through any entrance or travel path within the Parking Structure;

Block or impede the public plaza, its walkways and fire access roads;

Block or impede vehicle queue and pay lanes within the Parking Structure;

Block or impede vehicle and pedestrian access to the ADA drop off area;

Block or impede vehicle and pedestrian access to Drive Up Voting;

Block or impede public roadways as a means to prevent vehicular access to the Facility or Parking Structure;

Interfere with the public's or employees' ability to access the Facility;

Threaten, harm, or harass any member of the public or County and City employees and officials in violation of the law;

Damage any public or private property.

Should assemblers violate any terms of the City's picketing permit or fail to abide by the preceding requirements, the Facility security team will be authorized to trespass responsible parties and coordinate with law enforcement on their removal from Facility grounds, or other enforcement action as determined appropriate by law enforcement.

3.9 Law Enforcement Jurisdiction. Both the City of Spartanburg Police Department and the Spartanburg County Sheriff's Office will have jurisdiction over the Facility, Parking Structure, and grounds. If necessary, separate agreements between the City, County, County Sheriff's Office, and City Police Department will be executed.

3.10 Public Displays. Only flags of the United States of America, the State of South Carolina, Spartanburg County, and the City of Spartanburg shall be flown at the Facility unless both Parties mutually agree otherwise. Flags shall only be flown at half-staff with direction from the U.S. Government or the South Carolina Governor's Office. Temporary signage or signage promoting local events to be displayed in the public areas of the Facility must be approved in advance by both Parties. All temporary signage will adhere to a standard approved by the County Administrator and City Manager. Any visual artistic work including sculptures, paintings, photographs, murals, and the like to be displayed or installed on the grounds, in the Facility, within the plaza, or within publicly accessible areas of the Facility must be jointly approved in writing by the County Administrator and City Manager. This includes but is not limited to banners hung from light poles on the grounds or the rights-of-way of the immediately adjacent streets. The consent of the other Party shall not be required for any such displays located within the privately controlled areas of the Facility, provided that they cannot be seen from the public areas of the Facility.

3.11 Common / Public Areas Scheduling & Coordination.

(i) The County will be responsible for scheduling the use of all common public spaces within the Facility to include meeting rooms, chambers, lobby space, training rooms, fitness classrooms, the outdoor public plaza, and the like except for those meeting spaces within the City's owned and controlled condominium unit. The County and City agree to share common public spaces as appropriate. In instances where a space is not already booked or expected to be booked at the time of a request by a Party to book such space, consent of the other Party shall not be unreasonably withheld.

(ii) The County will manage a calendar system to coordinate bookings and will provide a singular point of contact for all departments within the City and the County. The County will make availability of common public spaces electronically available to all departmental heads in "view-only" status. Departmental heads will be responsible for requesting a booking of such common public spaces.

(iii) The County will endeavor to accommodate requested bookings to the extent that the space is available. Should the space not be available, the County will use its best efforts to identify an alternate space suitable for the requested purpose.

(iv) In the County's sole discretion, it may deny a request to utilize a space within the Facility if:

(a) Its booking will interfere with the activities of or access to high volume customer service departments (Treasurer, Auditor, Assessor, Register of Deeds, Tax Collector, Voter Registration, etc.);

(b) Its booking will interfere with the conduct or preparation for conduct of an election;

(c) Its booking will interfere with the orderly conduct of public meetings to include County and City Council Meeting and their respective boards and commissions according to their publicly advertised schedules;

(d) Its booking will interfere with the public's ability to access elevators, restrooms, and stairwells necessary for conducting business within the Facility;

(e) Its booking will interfere with the operation of the Parking Structure or impede the public's access to the Parking Structure, plaza, or Facility;

(f) Its booking is requested by a department or individual that has failed to honor (without notice) at least three (3) prior bookings within the six-month period preceding the current request.

(v) The County and City agree to abide by the meeting calendar system and agree that the party displayed within the calendar system for the appointed area and timeframe will have sole occupancy over the space for the specified time frame.

(vi) The County will provide confirmation to the requestor of the booking when scheduled.

(vii) Should a space be requested by multiple parties, the following priority will be followed regardless of when the request is made:

County Council

City Council

County Administration

City Administration

Voter Registration for the conduct of an election

Treasurer, Auditor, and Assessor as directly related to lobby areas and conference spaces immediately adjacent to their departments and during the tax collection season. The tax collection season will be defined as November 15th - January 20th and the 27th – 31st of each month of the calendar year.

County & City Boards and Commissions

All other department requestors housed within the Facility on a first-come, first-served basis.

All other department requestors not housed within the Facility on a first-come, first-served basis.

Outside groups.

(viii) The City will be responsible for scheduling the conference rooms and other spaces contained within its condominium unit.

3.12 Use of the Facility by Outside Groups. From time-to-time, use of public meeting space may be made available to outside groups provided that:

(i) The use of the meeting space does not interfere in the conduct of public business of any sort, whether by the County or the City.

(ii) The use of the meeting space does not create an undue burden on the security team or compromise the security integrity of the Facility.

(iii) The use of the meeting space is not for the conduct of private for-profit business, except where its use is at the request of the County or City for a public purpose (e.g. employee benefits enrollment, contractor facilitated listening sessions, etc.).

(iv) The use of the meeting space does not create a condition of excessive facility wear, require additional cleaning, or special conditions placed upon the County or City (e.g. special furniture set-ups, audio visual requirements, etc.).

(v) The use of the meeting space is not for partisan purposes, unless all partisan groups are afforded the same opportunity to book space.

(vi) Space will be allocated on a first-come, first-served basis, provided the space is not otherwise needed for the conduct of public business.

(vii) The County may establish a rental rate and/or security fee for the use of public meeting space by outside groups. Such rates must be approved as part of the County's annual fee ordinance.

3.13 News conferences, media interviews, photoshoots, etc.

(i) Neither the County or the City may use the logo or seal of the other without its express written permission.

(ii) Neither the County or the City may hold news conferences, media interviews, photoshoots, or the like where the likeness of the building and its identifiable spaces, plaza, and grounds will be visible. However, photoshoots may occur if approved by both the County Administrator and the City Manager.

(iii) Nothing shall prevent the County and City from jointly holding news conferences, media interviews, photoshoots, or the like displaying the likeness of the building and its identifiable spaces, plaza, and grounds.

(iv) Nothing shall prevent the County and the City from jointly providing images of the building and its identifiable spaces, plaza, grounds, and Parking Structure for community based or other promotional reasons, provided that such approvals are in writing.

(v) Nothing shall prevent the County or the City from utilizing images of the building and its identifiable spaces, plaza, grounds, and Parking Structure for directional purposes.

(vi) Nothing shall prevent the County or the City from identifying a designated media space within the building where its own logo and / or seal is presented for the purposes of news conferences, media interviews, or photoshoots, provided that such space shall not be identifiable as being part of the building and grounds.

(vii) Nothing shall prevent the media from attending public meetings in any designated Council Chambers where images of the chamber(s) may be captured as a byproduct of their reporting.

ARTICLE IV

FACILITY MAINTENACE AND REPAIRS; INSURANCE

4.1 Building Maintenance. The County's Facilities Maintenance Department will be primarily responsible for ongoing maintenance, repairs and upkeep of the Facility and grounds to include landscaping services. The County may choose to self-perform some or all of these services provided that its personnel have the technical skills, talents and licensure to do so. The County will acquire permits for all work requiring permits from the appropriate level of government(s) prior to commencement of work. To the extent that a permit is required from the County of Spartanburg, costs for those permits will be waived. To the extent that a permit is required from the City of Spartanburg, costs for those permits will be waived. Costs of any other required permits will be shared according to the capital cost share methodology set forth herein, to include any annual licenses required to operate the Facility and grounds.

(i) The County will endeavor to maintain the Facility and grounds in a manner commensurate with other Class A office facilities and high-profile public spaces.

(ii) The County will competitively procure all work and products necessary for the upkeep of the Facility, plaza, grounds, and Parking Structure following the requirement of the County's procurement ordinance. The County may not utilize any vendors which have been previously debarred by the County or the City from conducting work with the respective body.

(iii) All maintenance costs will be accounted for separately and such accounting will be made available to the City upon request, within a reasonable amount of time necessary to generate such information or provide access to such information.

(iv) The County will develop a budget and a five (5) year capital improvement plan for the Facility, plaza, grounds, and Parking Structure annually which will be submitted to the City for its review and input as outlined in the capital cost share methodology set forth herein.

(v) The County will develop a maintenance schedule for the Facility, plaza, Parking Structure, and grounds which will be shared with the City for its review. Such schedule may be updated from time-to-time and will include a schedule of maintenance activities to be conducted on a periodic basis.

(vi) The County will make available to the City and other Facility occupants a system for submittal of work order requests.

(vii) The County will designate an after-hours and weekend / holiday on-call maintenance technician. This technician will be responsible for receiving and handling any Facility related emergency repairs. Contact information for the designated individual(s) will be provided to the Facility's occupants and a communication protocol shall be developed.

(viii) To the extent reasonably possible, the County's Facility Maintenance Department will notify the County and City departments housed within the Facility of any planned system outages or repairs that would reasonably impede work within the Facility. It is acknowledged that due to the nature of system breakages, not all repairs will be able to be planned in advance. In these cases, the County Facility Maintenance Department will provide the impacted departments with its assessment of system interruption and downtime, to the best of its ability and knowledge.

(ix) The Facility Maintenance Department will endeavor to complete invasive repairs after-hours and on weekends to minimize the impact.

(x) The County's Risk Management Department will be primarily responsible for ongoing janitorial service and Facility and grounds cleanliness.

(xi) The County will develop a janitorial schedule for the Facility, plaza, grounds, and Parking Structure which will be shared with the City for its review. Such schedule may be updated from time-to-time and will include a schedule of janitorial activities to be conducted on a periodic basis (daily, weekly, monthly, quarterly, and annual cleanings).

4.2 Insurance.

(a) The County will adequately insure the Facility, Parking Structure, plaza, and grounds, and their respective fixtures against property loss and damage. Such insurance will be sufficient to cover the replacement cost of these elements to include their fixtures.

(b) Should a property loss occur, the County will maintain the right to determine whether to file a claim with the insurance carrier for the loss. In either event, the County will ensure that the loss is replaced or repaired on a timely basis, unless both the County Administrator and City Manager agree that such replacement or repair is not necessitated.

(c) The County Risk Manager will be responsible for all claims processing, insurance invoice payment, and coordination of information submittals to the insurance carrier for the purposes of acquiring, keeping, or utilizing property loss and damage insurance.

(d) The cost for such coverage will be included as part of the capital cost sharing methodology set forth herein.

(e) The County will have sole discretion to choose its insurance carrier and insurance policy terms to include deductibles.

(f) The County will insure the contents of the Facility Parking Structure, plaza, and grounds (to the extent there are insurable contents), except that it will not be responsible for providing insurance for the contents within the City-owned condominium.

(g) Should the City choose and the County consent, the City may elect to insure the contents of its condominium through the County's policy, but the City will be solely responsible for such additional cost as well as any deductibles attributable to claims associated with such coverage. The City will also be responsible for all claims and administrative processes related to any policies outside of the County policy.

(h) The City will have sole discretion to choose its own insurance carrier and insurance policy terms to include deductibles.

(i) Throughout this Agreement both Parties agree to obtain and keep in full force and effect full liability insurance coverage with limits of not less than One Million and 00 / 100 Dollars ($1,000,000.00) per occurrence and Five Million and 00 / 100 Dollars ($5,000,000.00) in the aggregate with notice of cancellation. If there are increases to the amount recoverable under the South Carolina Tort Claims Act, the Parties agree that the above limits shall be increased pro-rata by rounding up to the nearest million dollar increment. The Parties agree to look first to all available insurance policies for coverage for any claim made and to the extent there is insufficient insurance each Party shall be responsible for the actions or inactions of its respective employees, contractors, and vendors, subject to the limitations of the South Carolina Tort Claims Act, S.C. Code §§ 15-78-10 *et seq.*, as amended.

ARTICLE V

EMPLOYEE HEALTH CLINIC; MANAGEMENT

5.1 Healthcare Services. The County will contract with Spartanburg Regional Health Care System (SRHS), or other qualified primary care medical services provider to professionally staff the employee health clinic to be located within the Facility (the "Clinic"). The County will also contract with SRHS or other qualified provider to provide other employee wellness services (the "Wellness Services") (collectively, the Clinic and the Wellness Services shall be referred to herein as the "Health Services"). From time-to-time, the County may bid or otherwise pursue a new contract for provision of the Health Services. The County and City will jointly work to develop a scope of offered Health Services and select the contractor. A panel of County and City designees (the "Panel") will develop a scope of the Health Services, review proposals and select the desired contractor. The County and City will have representation on any such Panel proportionate with their participant populations. The Panel may jointly decide to hire employees to provide any or all of these services rather than utilizing the SRHS or other third-party contractors. These employees would be hired as employees of the County, but the total costs of such employees (including all employment benefits) shall be shared by the Parties consistent with the cost-sharing methodology set forth herein.

5.2 Eligible Participants. The following shall be the eligible Health Services participants:

(i) All current County and City employees who are eligible for healthcare benefits according to the benefits eligibility guidelines of each respective organization;

(ii) Any retirees of the County and City who were eligible for healthcare benefits at the time of retirement and who currently maintain those benefits;

(iii) All spouses and dependents of benefits-eligible employees who are on each organization's respective healthcare plans and who are over the age of 16;

The following are Non-Eligible:

(i) Non-employee members of the public are not eligible to be seen or treated at the employee health clinic.

(ii) Should a member of the public request medical assistance from the Clinic, contract staff will provide reasonable efforts to assist the member of the public with information necessary for him / her to find a medical provider.

(iii) If a medical emergency occurs at the Facility involving a non-employee member of the public, contract staff will be authorized to conduct any life-saving efforts up to the extent of their training and licensures until such time as Spartanburg Emergency Medical Services arrives for treatment and transport. This includes, but is not limited to operation of an automatic external defibrillator, CPR, application of blood clotting devices, etc.

5.3 Other Contracted Entities.

(i) The County and City may, from time-to-time, jointly agree to enter into an agreement with other public entities to provide Health Services to their employees, retirees, and eligible spouses and dependents subject to the other guidelines provided herein. It is agreed that County and City employees, retirees, and covered spouses and dependents will always remain the primary patient population. Any agreement entered into by the County and City to expand the patient population will only be pursued to (1) reduce the net cost to each respective entity for the service; (2) improve the efficiency and utilization of the employee health clinic; or (3) expand the level of service offered to County and City employees and eligible patients.

(ii) Should such contractual relationship, in the opinion of the County Administrator and City Manager, begin to impair the ability of County and City eligible patients from accessing care in a timely manner, or impair the quality of the care received, the County and City may elect to jointly terminate such contractual relationship. Any contracts jointly agreed to by the County and City to provide care to another public entity will include termination language that allows the County and City to jointly terminate with not more than 30-days' notice.

5.4 Pro-rata cost share for Health Services. Notwithstanding the cost-sharing methodology for other operational expenses and capital expenses set forth in Article VII hereof, the cost-sharing between the Parties for Health Services shall be addressed as follows:

(i) The County and City will jointly share all costs of the Health Services (Clinic, staff, wellness services, etc.), on a pro-rata "covered lives" basis calculated using the total covered lives of all County and City employes as the denominator and the covered lives of each of the City and the County respectively as the numerator to calculate their respective pro rata share (the "Health Services Contribution Share"). For the purposes of calculating covered lives, each eligible employee, retiree, spouse, dependent, or other eligible patient will be counted as 1 (one) life regardless of their actual use of the service. There will be no other additional cost-sharing basis for pre-employment drug screens or other services.

(ii) The County and City will, from time-to-time, agree on elective charges that may be passed along to employees and other eligible patients (e.g. voluntary vaccinations for non-eligible spouses of employees). It is envisioned that this list of elective charges would be commensurate with the additional cost of providing the Health Services that would not have otherwise been offered as part of the contract with Spartanburg Regional Health Care System or other chosen provider.

(iii) Should the County and City choose to contract with another public entity as previously specified in Section 4.3, the revenue from the contract will only be used to reduce the pro-rata cost to each entity.

5.5 Clinic Hours of Operation.

(i) The Clinic will be open and operational on the same schedule as the Facility normal operating hours and days. There will be no difference in observed holidays, except where one entity observes a holiday that the other entity does not. In this case, the Clinic will remain operational and open to provide service to the working employee base.

(ii) The Clinic will, from time-to-time, need to be closed temporarily to dedicate staff to vaccination clinics, mass screenings, lunch & learns, etc. It is expected that any temporary closures not due to illness or absence will be directly related to provision of another health care related service to County and City employees.

(iii) The Employee Health Clinic may, from time-to-time, need to be closed for decontamination activities that preserve the health and wellness of eligible patients. Both Parties will endeavor to ensure that closures due to decontamination will be made as briefly as possible, provided that the area is safe for occupation and manufacturer guidelines for cleaning have been followed.

5.6 Operations.

(i) The Clinic contract will be managed by the County's Human Resources Director, or other designee of the County Administrator. Any concerns or grievances from City, County, or eligible patients should be addressed to the County's Human Resources Director. Should the concern or grievance not be addressed in a satisfactory manner, an escalation protocol will be observed.

(ii) The County's Risk Manager will have principal responsibility for overseeing, monitoring, and enforcing safety related matters pertaining to the Clinic. Any incidents will be immediately reported directly to the County Risk Manager.

(iii) The Employee Health Clinic will endeavor, to the extent reasonably possible, to keep sick and well patients separate. It is expected the sick patients, particularly those not assigned to the building, will use the separate, external entrance to help minimize risk of spreading illness amongst the employee base.

(iv) For appointment scheduling purposes, employees, regardless of entity affiliation, will be given priority over other eligible patients.

5.7 Employee Wellness Services.

(i) The selected contractor will provide the Wellness Services focused on improving the health, wellness, mental health and general well-being of employees. These programs will be open to all employees of the County and City, regardless of their eligibility for health care benefits.

(ii) The contractor will focus on prevention and treatment of chronic illness (diabetes, high blood pressure, cardiovascular health, etc.), leading healthy lifestyles (smoking cessation, healthy foods, exercise, etc.), financial wellbeing (personal finance, budgeting, saving for retirement, etc.) stress management, preventing injury, and other services related to the individual.

(iii) It is not expected that the contractor will provide team building, employee engagement, or employment culture related services except as they also and primarily relate to employee wellness.

(iv) Traditional risk management activities are not expected to be part of the Wellness Services. Each entity's respective Risk Management Department will be responsible for employee safety, worker's compensation management, and related services.

5.8 Prohibited Services.

(i) The Clinic will not be used for employment related injuries or workers' compensation evaluations and treatments.

(ii) The Clinic will not be used for treatment services for anyone other than eligible participants.

(iii) The Clinic will not be used for psychological evaluations related to employment or other health related services outside of the contracted services.

(iv) The Clinic will not provide any services to inmates or detainees, unless they experience a medical emergency while at the Facility.

ARTICLE VI

PARKING STRUCTURE MANAGEMENT

6.1 Hours of Operation.

(i) The Parking Structure will, at a minimum, be access-restricted via gate or other mechanism each Monday through Friday, 7:00 AM to 5:00 PM to principally service the business needs of the Facility.

6.2 Access Control.

(i) Each entrance to the Parking Structure will be access controlled via gate or other mechanism, except for the payment drive through area. The City will be principally responsible for management of the parking management suite (software, equipment, cards, etc.), but agrees to coordinate with the County to achieve the parking management goals contained herein.

6.3 Public Access.

(i) Members of the public accessing the Parking Structure will be issued a ticket upon entry.

(ii) Members of the public who conduct business inside the Facility can validate their parking ticket at the Facility security check-point upon exiting the Facility in order to eliminate any parking charges.

6.4 Employee Access.

(i) County or City employees with Level 1, Level 2, or Restricted Access to the Facility will be issued a RFID card, fob, or other similar access device/technology to allow entrance to and exit from the Parking Structure.

(ii) County or City employees with after-hours employee gym access may also be issued access devices / technology.

Issuance of these access devices will be coordinated by the Facility security team by and through the City who will be responsible for management of the parking management suite.

(iii) Termination of access control permissions will follow the employee termination protocols addressed herein in Article II.

6.5 Parking Fees. Fees for parking, if any, will be adopted annually as part of the County's Fee Ordinance. The County and City agree to coordinate on the establishment of recommendations for such fees. Any revenues generated from parking fees within the Facility will be used to offset the costs for maintenance, repair, and capital projects related to the Parking Structure.

6.6 Parking Space Restrictions.

(i) No spaces may be designated as restricted for employee or fleet parking on levels 1, 2, or 3 of the Parking Structure.

(ii) The County and City will work together, in good-faith, to develop and execute a plan for time-restricted spaces on levels 1, 2, and / or 3 of the Parking Structure to encourage routine availability of short-term parking nearest to the garage pedestrian entrance to the plaza for the conduct of public business.

(iii) As a publicly financed Parking Structure, no rights for exclusive parking privileges may be granted to any business or individual, except that spaces may be restricted for government business use and government employee parking.

6.7 Parking Enforcement.

(i) Enforcement of parking violations will be handled exclusively by the City or other contractor commissioned by the City to issue violations. Nothing shall prevent the City from commissioning individuals from the security team for the enforcement of parking and related traffic regulations.

(ii) Any violations will be adjudicated exclusively through the processes used by the City for any other parking violations within the City.

6.8 Fleet Vehicles.

(i) County and City Fleet vehicles that are assigned to employees whose primary work location is at the Facility will be issued a designated parking location either within the restricted parking area (for vehicles containing valuables) or on the basement level.

(ii) With the exception of motor pool fleet vehicles, no other County or City vehicles will be stored within the Parking Structure unless jointly agreed to by the County Administrator and City Manager.

6.9 Special Events / Other Considerations.

(i) Special event parking will be allowed in the Parking Structure, except that no special event parking will be conducted during the business hours of the building or the conduct of County or City Council meetings.

(ii) Special event parking fees and strategies will be developed between the Parties. Valet services will not be permitted to utilize the parking structure for housing of customer vehicles unless such service is part of an agreed upon strategy. Valet services which charge a fee will not be permitted to utilize the Parking Structure for parking customer vehicles.

ARTICLE VII

SPECIAL EVENTS; ROAD CLOSURES; AND NAMING

7.1 Special Events and Festivals.

(i) The County and City will collectively endeavor to minimize the number of special events and festivals that may impair the public's ability to access the Facility and grounds for the conduct of official business.

(ii) It is acknowledged that the City may, for the purposes of generating tourism and other types of positive economic or community impacts, desire to host special events and festivals that would necessitate temporary street closures near and around the site. In the event that such a special event or festival is held, such event will be subject to the following limitations:

(a) Events will abide by the Temporary Road Closures provisions below.

(b) No events will be scheduled on any election day.

(c) No events will be scheduled on a City Council or County Council regularly scheduled meeting day without approval of the respective City Manager or County Administrator.

(d) The County and City will not petition or cause to be closed Church Street on an election day or within the 15 days prior to a general election or statewide presidential preference primary.

(e) From December 27th-31st and January 2nd-17th, unless on a holiday observed by the County and City.

(f) The County and City will develop a protocol for management of the Parking Structure which will be jointly agreed to by the County Administrator and City Manager or their respective designees, and will: (1) ensure that patrons visiting the building for the conduct of official business are not prevented from accessing convenient parking; (2) ensure that access to or operation of the drive through are not impaired; and (3) ensure that employee access to the Parking Structure and restricted parking area(s) within the Parking Structure are not impaired.

(g) A traffic management plan will be developed and executed that will provide clear direction to the public on ways to access streets leading to the building.

(h) The Facility may not be used for special event proceedings or as support facilities for the conduct of the special event. This subsection shall not apply to floors that are exclusively occupied by the City or exclusively occupied by the County.

(i) The Facility may not be designated as restroom facilities for patrons of the special event.

(j) There will be no amplified music or sound that impairs or interferes with employees' ability or the public's ability to conduct business within the Facility.

(k) There will be no pyrotechnics within 500 feet of the Facility and Parking Structure.

(l) The Facility's utility connections will not be utilized for support of the special event.

Notwithstanding the foregoing, the County Administrator and City Manager may jointly agree to deviate from these limitations, provided that a traffic management and routing plan is jointly developed and authorized to ensure that the public continues to have adequate access to the Facility and grounds for the conduct of official business.

7.2 Temporary Road Closures. The County and City will collectively ensure, to the extent reasonably within their authorities, that the following road segments remain open and available to the traveling public from 7 AM to 6 PM Monday through Friday, except on observed County / City holidays:

(i) W. Broad St - from, and including, its intersection with S Spring St. to, and excluding its intersection with S. Church St.

(ii) S. Spring St. - from, and including, its intersection with W. Broad St. to, and including, its intersection with W. Henry St.

(iii) Kennedy St. - in its entirety.

(iv) S. Church St - from, and including, its intersection with Henry St. to, and excluding, its intersection with Broad St.

(v) W. Henry St – from, and including its intersection with S. Church St. to, and including S. Daniel Morgan Ave.

Nothing contained herein shall limit a government body or public utility from conducting temporary road closures to conduct infrastructure maintenance, repairs or replacements, except that the County and City will jointly endeavor to avoid such temporary closures on an election day or within the 15 days prior to a General Election or Statewide Presidential Preference Primary; or from December 27th-31st and January 2nd-17th, unless on a holiday observed by the County and City.

7.3 Road Reconfigurations, & Permanent Closures, & Road Renaming.

(i) The County and City will not permanently close or petition to be closed any road immediately adjacent to the Facility unless both the County Administrator and the City Manager agree to such course of action in writing.

(ii) The County and City will not undertake or petition or cause to be undertaken any reconfiguration of the roads immediately adjacent to the Facility unless both the County Administrator and City Manager agree to such course of action in writing.

(iii) The County and City will not rename or cause to be renamed any of the roads immediately adjacent to the Facility unless both the County Council and City Council agree to such course of action in writing.

7.4 Naming of Facility or Spaces within the Facility

The naming of the Facility or Spaces within the Facility shall follow the procedures as set forth in Section 10-4 of the Spartanburg County Code, as amended. However, a name for the Facility or any Jointly occupied space must be approved by a 2/3rd majority of both the County Council and the City Council. Approval by both Parties is not required for space occupied by only the City or the County.

ARTICLE VIII

OPERATIONAL COST-SHARING AND CAPITAL COST-SHARING

8.1 Operational Cost-Sharing Methodology. Not later than April 30th of each year the County will:

(i) Provide a proposed budget proposal for maintenance and operations of the Facility and grounds (to include the administrative building, restricted and Parking Structure, plaza, grounds, etc., all as shown on the Site Plan attached hereto) (the "Budget").

(ii) The Budget will be based upon needed upkeep necessary to maintain to a Class A office standard and will include best estimates for the following (which when combined will become the maintenance and repairs budget for routine upkeep of the Facility) (the "Operational Costs"):

(a) In-house & contractual janitorial services to include daily cleaning and periodic cleanings.

(b) Floor stripping & waxing (semiannual).

(c) Carpet shampooing (quarterly).

(d) Exterior façade cleaning (annual).

(e) Plaza cleaning and repair (as recommended).

(f) Major systems maintenance agreements (Chillers, Boilers, Fire Alarms, Generators, Elevators, Door Lock systems, Security systems, Roofs, Bidirectional Amplification (BDA) system calibration, trash compactor, roll-up door maintenance, etc.)

(g) Exterior lighting component replacement (bulbs, ballasts, etc.).

(h) Exterior lighting leases.

(i) Grounds maintenance & landscaping costs (routine maintenance, periodic pruning, fertilizing, replacement of dead plants, seasonal floral plantings, annual mulching, etc.)

(j) Routine touch-up painting.

(k) Routine finish repairs.

(l) Waste removal.

(m) Daily parking deck security contract.

(n) Weekly parking deck cleaning.

(o) Building maintenance staff dedicated to Facility, or applicable pro-rata allocation of staff.

(p) Building maintenance and repair supplies and service costs.

(q) Estimated contractual repairs costs .

(r) Building insurance costs.

(s) Utility estimates.

(t) Minor equipment replacement.

(iii) The County and City will each be responsible for their respective share of the Operational Costs on the basis of the percentage of square footage allocated to each entity for exclusive use within the Facility (the "Allocated Percentage(s)"). The Parties respective Allocated Percentages will also apply to all costs associated with all common areas to include non-exclusive meeting spaces, lobbies, elevators, chambers, the Parking Structure, public meeting rooms, hallways, etc. which shall be allocated based upon this same ratio. The estimated Health Services Contribution Share shall be calculated separately but shall also be included in the Operational Costs to be funded annually into the Operations Fund.

(iv) The City and County will jointly fund, through their respective budget processes, their respective Allocated Percentages of the Operational Costs and estimated Health Services Contribution Share for the Facility, and will fund the same into an Operations Fund no later than June 30th of each year. The "Operations Fund" will be an interest-bearing account held at a financial institution selected by the Parties.

(v) The County Allocated Percentage shall be in proportion to the percentage of the building occupied by the County. The City Allocated Percentage shall be in proportion to the percentage of the building occupied by the City.

(vi) The County may request disbursements from the Operations Fund quarterly in arrears by providing an invoice to the City. Disbursements shall be authorized within thirty (30) days of invoice unless all or some portion of said invoiced amount is disputed in writing. All reasonable supporting back-up shall be provided upon written request. Should any amounts be disputed, the Parties will disburse all undisputed amounts to the County to be applied to the Operational Costs while the dispute resolution takes place.

(vii) At the end of each fiscal year, the County shall provide a "reconciliation" of actual Operational Costs incurred against the Budget. A refund of any remaining funds in the Operations

Fund shall be issued to the Parties, or any such amounts may be rolled over into the Operations Fund for the following year. In the event of a shortfall, an invoice shall be provided and shall be paid within thirty (30) days. The County shall advise the City of any anticipated shortfalls as soon as practicable.

(viii) The parties shall have reasonable access to all records in support of the Operational Costs incurred upon request.

(ix) Any interest earnings on the balances of the Operations Fund will be allocated back to the Parties in the Operations Fund in the Allocated Percentages.

(x) An annual report of the Operations Fund shall be provided to each Party as part of the County's annual audit to include actual costs incurred, balances, etc.

8.2 Capital Cost-Sharing Methodology. A schedule of all fixed assets and major projects with an estimated cost of $50,000 or more will be developed and maintained for the Facility by the County (the "Capital Project Schedule") to include all fixtures inside the curbline of the block within which the Property is located, and shall be provided by the County to the City annually, to include the anticipated capital expenditures anticipated for the upcoming year (the "Capital Costs") to include:

(i) the estimated replacement cost in today's dollars of each item.

(ii) A rationed and reasonable inflationary factor for each item applied annually.

(iii) A reasonable salvage value of equipment if applicable.

(iv) An estimated useful life based on industry standard or other value agreed upon to maintain a Class A facility.

(v) A best approximation of the year in which the equipment will need to be replaced / project executed.

(vi) A calculated annual capital contribution amount sufficient to fund all replacements and projects of anticipated need for the upcoming year.

(vii) A contingency for unforeseen items, deviations from expected costs and replacement timeframes, inflationary or escalatory factors beyond estimates).

(viii) Common area replacement furnishings as agreed upon by the County Administrator and City Manager.

(ix) Common area technology replacements and upgrades which will be scheduled no less often than once every five (5) years.

(x) Amount needed to fund Capital Costs for the upcoming fiscal year.

The Capital Project Schedule will be reviewed and updated annually as part of the County's capital budgeting cycle (review and update replacement costs, inflationary factors, useful lives based on service experience). Each Party will annually budget their Allocated Percentages of the estimated Capital Costs for the upcoming year estimated in the Capital Project Schedule and fund such amounts into a Capital Fund. The "Capital Fund" will be an interest-bearing account held at a financial institution selected by the Parties. Estimates of the Capital Cost amounts for the upcoming year shall be provided by the County by April 30th of each year along with the Capital Project Schedule anticipated to be paid from the Capital Fund for the Facility.

(xi) The County will oversee the completion of the various capital projects to be completed each year and request disbursements from the Capital Fund no more frequently than once per quarter by providing an invoice to the City. Disbursements shall be authorized within thirty (30) days of invoice unless all or some portion of said invoiced amount is disputed in writing. All reasonable supporting back-up shall be provided upon written request. Should any amounts be disputed, the Parties will disburse all undisputed amounts to the County to be applied to the Capital Costs while the dispute resolution takes place.

(xii) At the end of each fiscal year, the County shall provide a "reconciliation" of actual Capital Costs incurred against the Capital Project Schedule. A refund of any remaining funds in the Capital Fund shall be issued to the Parties or any such amounts may be rolled-over for the following year. In the event of a shortfall, an invoice shall be provided and shall be paid within thirty (30) days. The County shall advise the City of any anticipated shortfalls as soon as practicable.

(xiii) The Parties shall have reasonable access to all records in support of the Capital Costs incurred upon request.

(xiv) Any interest earnings on the balances of the Capital Fund will be allocated back to the Parties in the Capital Fund in the Allocated Percentages.

(xv) An annual report of the Capital Fund shall be provided to each Party as part of the County's annual audit to include actual costs incurred, balances, outstanding encumbrances, revenues from sale of salvage equipment, insurance claim revenue, etc.

8.3 Voluntary Cosmetic Maintenance and Enhancements.

(i) Either Party can choose to separately contract to have additional painting, cleaning and cosmetic enhancements done within those areas exclusively dedicated to their use within the Facility; provided common areas are not impacted. Any such work shall be completed in a lien-free manner with no contribution from the other Party. Any liens filed associated with such work shall be bonded off or paid by the responsible Party within thirty (30) days of filing. Failure to do so shall be an event of default hereunder.

(ii) Both the County and the City will individually be responsible for routine replacement of furnishings in their designated areas. Common area furnishings will be scheduled as part of the Capital Project Schedule developed for the Facility.

(iii) Both the County and City will be responsible individually for routine replacement and upgrade of technology within their designated areas. Common area technology will be scheduled as part of the Capital Project Schedule developed for the building.

8.4 Capital Reserve Fund

(i) The Capital Reserve Fund shall mean a separate fund of such name held by the Treasurer of the County in which shall be deposited annually an amount equal to the park fees, less the following as set forth in Section 7(B) of the Park Agreement for the Joint Government Building Park, one percent (1%) paid to the partner county and the amount to be distributed to the overlapping taxing districts.

(ii) The County and City can utilize the Capital Reserve Fund to fund projects on the Capital Project Schedule.

(iii) The County will provide seven million dollars ($7,000,000) in initial funding ("Initial Funding") to the Capital Reserve Fund through American Rescue Plan interest earnings.

(iv) The County and the City can utilize the Initial Funding to provide funding for the construction of the Facility, as set forth more fully in Article I and the related podium so long as the funds are subject to a repayment agreement approved by the County.

(v) If the available funds in the Capital Reserve Fund exceed the funding required by the Five-Year Capital Improvement Plan as set forth in Section 4.1(iv) by more than two times the required funding, then the Parties are authorized to utilize the excess for the capital costs at the County Courthouse.

ARTICLE IX

DEFAULT; DISPUTE RESOLUTION

9.1. Operational Disputes. In connection with the harmonious joint occupancy of the Facility by the City and County, the County and City desire to work through any disagreements in the interpretation or execution of this Agreement in a professional, productive and non-adversarial way in keeping with the spirit of mutual respect and commitment to lasting partnership. Should a dispute arise with respect to the operational components of this Agreement, the interpretation of its operational terms, or if a Party fails to perform its operational obligations within the terms hereof, the following dispute resolution will be used to ensure that timely and productive resolution is achieved:

(i) Employees and occupants of the Facility will attempt to resolve any issue, unmet need, or disagreement with the department who has primary oversight responsibility pertaining to the issue. (ex. concerns with janitorial services are raised with janitorial staff or janitorial supervisor).

(ii) If employees and occupants are unable to reach a satisfactory resolution within five (5) business days, the complainant's department head should be notified.

(iii) The complainant department head will notify the department head having primary oversight responsibility pertaining to the issue. Such department head will have five (5) business days to attempt to resolve the issue.

(iv) Should the responsible department head be unable to satisfactorily resolve the issue within five (5) business days, the matter will be referred by the complainant and responsible department head to the Deputy or Assistant County Administrator or Deputy or Assistant City Manager providing direct supervision to the complainant and responsible department head. Such individuals will have five (5) business days to attempt to resolve the issue.

(v) Should the Deputy / Assistant County Administrator and the Deputy / Assistant City Manager be unable to satisfactorily resolve the issue within five (5) business days, the matter will be referred to the County Administrator and City Manager who will resolve the matter within five (5) business days.

(vi) In the unlikely event that such matter cannot be resolved as set forth above the matter may be resolved following the dispute resolution process set forth in Section 9.2 below.

9.2 Other Material Performance or Payment Disputes.

(i) If a Party fails to perform a material obligation hereunder the aggrieved Party shall notify the offending Party in writing of the alleged default in performance and the offending Party shall have (i) fifteen (15) days, if such default is a payment default, to either cure the same or to raise defenses in writing; or (ii) thirty (30) days, if such default is a performance default, to either cure the same (or commence to cure and thereafter diligently pursue such cure if the matter cannot be reasonably cured within thirty (30) days) or raise defenses in writing.

(ii) If the alleged default is not so cured or the Parties are not otherwise able to resolve the dispute, the Parties may agree to submit the matter to a mediator licensed and certified in South Carolina specializing in business disputes for resolution within thirty (30) days. Both-Parties agree that the County Administrator and the City Manager shall participate directly in any such mediation.

(iii) If the Parties cannot agree upon a mediator or the matter remains unresolved after thirty (30 days, then each Party shall select an arbitrator and the two (2) selected arbitrators shall select a third arbitrator. The Parties agree to be bound by the decision of such arbitrator. Both

Parties agree that the County Administrator and the City Manager shall participate directly in any such arbitration.

ARTICLE X

RELATIONSHIP OF PARTIES

This Agreement does not create a partnership or principal-agent relationship between the Parties, and it does not create a joint venture that can be treated as a partnership under applicable law. This Agreement must be interpreted in a manner consistent therewith, and nothing in this Agreement may be used to imply any such relationship. Neither Party has the right, power, or authority to obligate or bind the other in any manner unless authorized in writing by the other Party in a specific instance. No employees of either Party are under the control, management, or supervision of the other, and are not intended to be employees of the other Party for purposes of any federal, state, or local laws or regulations including, but not limited to, those covering unemployment insurance, employment taxes, and workers' compensation. Employees of a Party are also not intended to be employees of the other for purposes of fringe benefits provided to employees of the other Party.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1. Binding Effect. The provisions of this Agreement are binding upon the Parties and may only be amended in writing by both Parties hereto.

11.2. Notice.

Any notice or other communication required or permitted to be given under this Agreement must be in writing and personally delivered or mailed by certified mail, return receipt requested, with postage prepaid or by email. Notices mailed to a Party must be addressed to the Party's address set forth below. The address of a party to which notices are to be mailed may be changed by the Party's giving written notice to the other Party. All mailed notices and other communications will be deemed to be given at the expiration of three (3) days after the date of mailing unless the recipient acknowledges receipt prior to that time. All emailed notices or notices personally delivered shall be deemed to be given when delivered.

11.3. Mediation Expense.

If there is a default under this Agreement, the defaulting party must reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including attorneys' fees and mediation expenses, unless directed otherwise by the mediator.

11.4. Waiver.

No waiver of any provision of this Agreement may be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

11.5. Applicable Law.

This agreement will be governed by and must be construed in accordance with the laws of the state of South Carolina.

11.6. Entire Agreement.

This agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both Parties.

[Signatures Follow]

THE CITY OF SPARTANBUG

By:

[Name of representative]

[Title of representative]

[Address]

THE COUNTY OF SPARTANBURG

By:

[Name of representative]

[Title of representative]

[Address]

EXHIBIT “A”

PROPERTY

EXHIBIT “B”

SITE PLAN