



CITY OF SPARTANBURG
SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, October 13, 2025
5:30 PM

- I. Moment of Silence**
- II. Pledge of Allegiance**
- III. Approval of the Minutes of the September 22, 2025 Meeting**
- IV. Approval of the Agenda of the October 13, 2025 Meeting**
- V. Public Comment**
Public Comment Forms are located inside Council Chambers on the front podium. Please turn in completed forms to the City Clerk prior to the start of the meeting.
- VI. Recognition of the 2025 Citizens Academy Graduates**
Presenter: Jerome Rice, Jr., Mayor
- VII. Proclamation Recognizing October 15, 2025 as Pregnancy and Infant Loss Awareness Day**
Presenter: Jerome Rice, Jr., Mayor
- VIII. Ordinance**
 - A. To Amend Chapter 22, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Spartanburg to Add a New Section Providing that a Person Who Violates Another Section of the City's Code of Ordinances with the Intent to Harm, Injure or Intimidate Another Person or Persons in Whole or in Part Because of Ethnicity, Race, Color, Creed, National Origin, Religion, Ancestry, Sexual Orientation, Gender, Gender Identity or Physical or Mental Disability of the Victim is Guilty of the Separate Offense of Hate Intimidation. Second Reading- Ordinance# 2025-006**
Presenter: Robert Coler, City Attorney

- B. **An Ordinance Authorizing the Execution and Delivery of a Development Agreement by and between the City of Spartanburg, South Carolina and 111 Main Street, LLC, with Respect to that Certain Economic Development Project on a Property Within the City, Whereby Such Property will Receive Certain Development Incentives; and Other Matters Related Thereto.**
First Reading-Ordinance # 2025-007
Presenter: Chris Story, City Manager

IX. Resolution

- A. **A Resolution Certifying Five (5) Units 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 109 and 111 E. Main Street, City of Spartanburg, Spartanburg County TMS# 7-12-21-044.00 and 7-12-21-045.00**
Resolution# 2025-019
Presenter: Chris Story, City Manager
- B. **A Resolution Authorizing the City Manager to Execute a Settlement Agreement Related to the Spartanburg Clock Tower**
Resolution# 2025-020
Presenter: Robert Coler, City Attorney

X. Other Business

- A. **Award of Bid for HVAC Replacement at CC Woodson Recreation Center**
Presenter: Tony McAbee, Facilities Manager
- B. **Selection of Vendor for Services to Provide Annual On-site NFPA/OSHA Firefighter Physicals**
Presenter: Philip Stark, Assistant Fire Chief

XI. Staff Updates

XII. City Council Updates

XIII. 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, September 22, 2025
5:30p.m.**

(These minutes to be approved at the October 13, 2025 Council Meeting)

City Council met this date with the following Councilmembers present: Mayor Jerome Rice, Mayor Pro Tem Erica Brown, Councilmembers Jamie Fulmer, Janie Salley, Meghan Smith and Ruth Littlejohn. City Manager Chris Story, Deputy City Manager Mitch Kennedy, Assistant City Manager Kevin Limehouse, City Attorney Robert Coler 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 September 8, 2025 City Council Meeting**
Councilmember Littlejohn made a motion to approve the minutes as received.
Mayor Pro Tem Brown seconded the motion, which carried unanimously 6 to 0.
- IV. Approval of the Agenda for the September 22, 2025 City Council Meeting -**
Councilmember Smith made a motion to amend the agenda to move item VII ahead of public comment. Several firefighters were in attendance for item VII, Recognition of Retiree Brad Hall, Assistant Fire Chief, and would not be able to stay for the lengthy public comment portion of the agenda.
Councilmember Littlejohn seconded the motion, which carried unanimously 6 to 0.
Councilmember Fulmer made a motion to approve the amended agenda.
Mayor Pro Tem Brown seconded the motion, which carried unanimously 6 to 0.
- V. Recognition of City of Spartanburg Retiree Brad Hall, Assistant Fire Chief, Spartanburg Fire Department**
Presenter: Jerome Rice, Jr., Mayor
Mayor Rice recognized Brad Hall and thanked him for his service and years of dedication to the City of Spartanburg.
- VI. Public Comment –**
*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
 - 1. Brenda Lee Pryce**-Gave a brief history of the bell in the clock tower.
 - 2. Tashma Glymph**-SIREN Member, in support of hate crimes ordinance.
 - 3. James Jones**-SIREN Member, in support of the hate crimes ordinance and the clock tower staying.
 - 4. Representative Sarita Edgerton**-spoke against hate crimes ordinance being passed.
 - 5. Colby King**-SIREN Member, in support of hate crimes ordinance being passed.

(Public Comment Continued)

6. Daphne Hughes-spoke in favor of clock tower staying in current location.
7. Alice Sutton- in support of hate crimes ordinance being passed.
8. Dr. Claudette Coleman-frustration over fiber optic being installed in her yard/neighborhood.
9. Mark Monaghan- in support of hate crimes ordinance being passed.
10. Becky McLaughlin-against hate crimes ordinance being passed.
11. Joe Spigner-in support of clock tower staying in current location.
12. Bill Bledsoe-spoke about pros/cons of hate crimes ordinance.
13. Gwen Stenbridge-spoke in favor of hate crimes ordinance being passed.
14. Liv Hawkins-spoke in favor of hate crimes ordinance being passed.
15. Curtis Cutler-spoke against hate crimes ordinance being passed.
16. Faith Dowden-spoke against hate crimes ordinance being passed.
17. Joseph Pilato-spoke against hate crimes ordinance being passed.
18. Donna Jean Thomas-spoke in favor of hate crimes ordinance being passed.
19. Debbie Dollar-spoke against hate crimes ordinance being passed.
20. Jamie Bishop-spoke about developer paying to move clock tower if it has to be moved.
21. Robert Parris-yielded his time to Frank Tiller
22. Frank Tiller-spoke in favor of clock tower staying in current location and against hate crimes ordinance.
23. Josiah Magnuson-spoke against hate crimes ordinance being passed.
24. Tony Eubanks-spoke in favor of clock tower staying in current location.
25. Cheryl Tillotson-spoke against hate crimes ordinance being passed.
26. Rick Thompson-spoke in favor of clock tower staying in current location.
27. Bob Tillotson-spoke regarding the opportunity for the public forum for the clock tower to present options.
28. Al Schneider-spoke against the clock tower being torn down or moved.
29. Amareia Dawkins-SIREN Member, spoke in favor of hate crimes ordinance being passed.
30. Antonio Tanner-spoke in favor of hate crimes ordinance being passed.
31. Gia Araujo-SIREN Member, spoke in favor of hate crimes ordinance being passed.
32. George Haiden-spoke about the constitution and the 1st amendment rights.
33. Charmane Orr-spoke in favor of hate crimes ordinance being passed.
34. Neyda Mora-spoke in favor of hate crimes ordinance being passed.
35. Sevi Alvarez-spoke in favor of hate crimes ordinance being passed.
36. Phillip Ford- spoke in favor of hate crimes ordinance being passed.
37. Wesley Stoddard-spoke in favor of the clock tower staying in the current location and be maintained.
38. Robert Stoddard-suggested that the clock tower be a referendum on the ballot.
39. Elke Schoellkop-spoke in favor of the clock tower staying in the same location and about the hate crimes ordinance.
40. Jennie Gilbert-advised council and attendees of the upcoming Hampton Heights Porchfest event on Saturday, September 28.

VII. Proclamation Declaring October 7, 2025 as National Night Out in the City of Spartanburg

Presenter: Jerome Rice, Jr., Mayor

Mayor Rice presented the proclamation to Dr. Phillip Stone, member of the Neighborhood Advisory Board.

VIII. Discussion on Clock Tower Options

Presenter: Chris Story, City Manager

City Manager Chris Story gave a brief review of the information that he shared with Council during the September 8, 2025 meeting regarding the history of the clock tower and the future plans for the blocks around its current location. The recommendation is to return the clock tower to its historic position overlooking the seat of local government and to restore the bell and clockworks into publicly accessible elements in the new building.

Mr. Story also advised that he was asked to investigate the possibility of relocating the clock tower from the current location. He advised that it is possible to relocate the clock tower however it is not a simple undertaking and would cost anywhere from \$850,000 to \$900,000 depending on the location and work necessary to relocate. If it is Council's decision to relocate the tower, Mr. Story's recommendation for the necessary funding, would be to

(continued discussion on Clock Tower Options)

downscale the planned investment for the principal part of Morgan Square to accommodate the cost for relocation. He advised staff had looked at possible viable sites for relocation if that was Council's decision.

After discussion among Council, *Councilmember Salley made a motion to approve the recommendation presented.*

Councilmember Smith seconded the motion, which carried 4-2. Councilmember Fulmer and Mayor Pro Tem Brown voted in opposition of the motion.

IX. Ordinance

A. An Ordinance To Amend Chapter 22, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Spartanburg to Add a New Section Providing that a Person Who Violates Another Section of the City's Code of Ordinances with the Intent to Harm, Injure or Intimidate Another Person or Persons in Whole or in Part Because of Ethnicity, Race, Color, Creed, National Origin, Religion, ancestry, Sexual Orientation, Gender, Gender Identity or Physical or Mental Disability of the Victim is Guilty of the Separate Offense of Hate Intimidation. (First Reading)

Ordinance # 2025-006

Presenter: Robert Coler, City Attorney

Councilmember Smith made a motion to approve the ordinance as presented.

Mayor Pro Tem Brown seconded the motion, which carried unanimously 6 to 0.

X. Resolution

A. A Resolution to Authorize the City Manager to Execute a Quitclaim Deed for a Portion of Branch Street.

Resolution #2025-018

Presenter: Robert Coler, City Attorney

Councilmember Smith made a motion to approve the resolution as presented.

Councilmember Littlejohn seconded the motion, which carried unanimously 6 to 0.

XI. Staff Updates

City Manager Chris Story advised Council that Fire Prevention Week is coming up on October 6, 2025 through October 10, 2025. He also told them that the Spartanburg Fire Department will have open house at the central fire station on October 12, 2025 at 2:00p.m. Mr. Story mentioned the upcoming 1 year anniversary of Hurricane Helene and he thanked the City team for their response and the work done after the storm to aid the community in cleanup.

Chief Alonzo Thompson of the Spartanburg Police Department also spoke about the recent shooting events and advised that the Police Department is working hard and using every resource available to solve these crimes. He reminded everyone that these events were not random acts of violence.

XII. City Council Updates

Each Councilmember gave updates on their activities since the previous council meeting.

XIII. Executive Session

A. An Executive Session to Discuss a Contractual Agreement Pursuant to Section 30-4-70(a)(2) of the South Carolina Code of Laws.

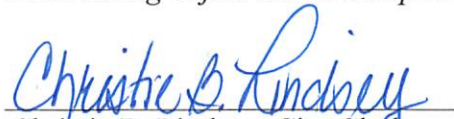
Council convened to regular session at 8:49p.m. Mayor Rice stated that discussion was held with no decisions made.

X. Adjournment

Councilmember Smith made a motion to adjourn the meeting.

Mayor Pro Tem Brown seconded the motion, which carried unanimously 6 to 0.

The meeting adjourned at 8:50p.m.


Christie B. Lindsey, City Clerk



REQUEST FOR COUNCIL ACTION

TO: Spartanburg City Council

FROM: Chris Story, City Manager

SUBJECT: Authorizing Development Agreement for Mixed Use Historical Renovation, Adaptive Reuse, and Infill Development at 109 and 111 East Main Street

DATE: October 9, 2025

The attached action would authorize the City Manager to execute a development agreement to facilitate a strategically significant downtown development project at 109 and 111 East Main Street just steps from the Southeast corner of Church and Main. This \$18 million investment will contain 13,000 square feet of commercial space (restaurant and retail) and 26 apartments. It involves the combination of new construction with the renovation and adaptive reuse of a structure qualifying for Special Assessment for Rehabilitated Historic Property.

Its strategic significance to our downtown is twofold. It involves the addition of a reputable and desirable regionally known specialty retailer to boost the shopping offerings while adding needed energy and activity to an important block of Main Street. The project is being undertaken by John Bauknight and Andrew Babb, experienced local developers with a track record of success downtown.

The project will produce annual fees-in-lieu of property tax revenues beginning at \$36,500 and escalating annually reaching \$193,400 in the 20th and final year of the agreement.

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SPARTANBURG, SOUTH CAROLINA AND 111 MAIN STREET, LLC, WITH RESPECT TO THAT CERTAIN ECONOMIC DEVELOPMENT PROJECT ON A PROPERTY WITHIN THE CITY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN DEVELOPMENT INCENTIVES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, The City of Spartanburg, South Carolina (the “City”) is authorized by Section 6-31-10 of the Code of Laws of South Carolina 1976, as amended (the “Development Agreement Act”), to enter into development agreements with private developers to provide certainty in the development process and to encourage economic development within the City of Spartanburg; and

WHEREAS, the City Council of The City of Spartanburg (“City Council”) has agreed to enter into a development agreement (the “Development Agreement”) with 111 Main Street, LLC, a South Carolina limited liability company (the “Company”), with respect to its mixed-use real estate development project to include retail, multi-family and office components (the “Project”); and

WHEREAS, the Company has represented that its combined aggregate investment in the Project is expected to be at least \$18,000,000.00; and

WHEREAS, the City has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the City by providing new housing, attractive retail, new office space and/or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the City or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, and addition to the tax base of the City, are proper governmental and public purposes;

WHEREAS, it appears that the Development Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the City for the purposes intended.

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

Section 1. The City Manager, for and on behalf of the City, is hereby authorized to execute and deliver the Development Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the City and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of

the Development Agreement now before this meeting, and are directed to do any thing otherwise necessary to effect the execution and delivery of the Development Agreement and the performance of all obligations of the City under and pursuant to the Development Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the City Council.

ENACTED in meeting duly assembled this 27th day of October, 2025.

**CITY OF SPARTANBURG,
SOUTH CAROLINA**

By: _____ (SEAL)
Jerome Rice, Jr., Mayor

Approved as to Form:

City Attorney

Introduced:

First Reading: October 13, 2025

Second Reading: October 27, 2025

STATE OF SOUTH CAROLINA

CITY AND COUNTY OF SPARTANBURG

I, the undersigned Clerk to City Council of The City of Spartanburg, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the City Council at its meetings of October 13, 2025 and October 27, 2025, at which meetings a quorum of members of City Council were present and voted, and an original of which ordinance is filed in the permanent records of the City Council.

Clerk, City Council of The City of Spartanburg

Dated: _____, 2025

STATE OF SOUTH CAROLINA AND

CITY OF SPARTANBURG AND

COUNTY OF SPARTANBURG AND

111 MAIN STREET, LLC

DEVELOPMENT AGREEMENT FOR A MIXED-USE REAL ESTATE DEVELOPMENT
PROJECT LOCATED AT 109 AND 111 E. MAIN STREET, SPARTANBURG, SC
(SPARTANBURG COUNTY TAX PARCELS 7-12-21-045.00 AND 7-12-21-044.00)

This Agreement (the "Agreement") by and between 111 Main Street, LLC, a South Carolina limited liability company 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, a municipal corporation under the laws of South Carolina (the "City"), is entered into this ____ day of _____, 2025.

WHEREAS, the Project Developer desires to enter into a development agreement with the City of Spartanburg for the redevelopment of certain properties located in downtown Spartanburg as a mixed-use real estate 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 mixed-use real estate development to include approximately 26 multi-family rental apartment units and approximately 13,000 sf. of retail / restaurant / office space on two parcels currently owned by Project Developer (the "Property") as more fully referenced in **Exhibit A (Tax Map) and Exhibit B (Site Plan)**.

- b. *Intended Market and Relevance to City.* Significant redevelopment and conversion of vacant and underutilized downtown Main Street buildings is a key driver to a thriving and active downtown district. The Project includes the renovation of an important historic building (111 E. Main) that was operated as a Montgomery Ward department store for many years and is an important cultural landmark. Adding approximately 26 rental units will add to the foot traffic and activity downtown and is likely to spur additional growth. Project Developer has secured a letter of intent from a well-known regional specialty retailer. This and other important retail elements of this Project will bring visitors to downtown who will patronize other businesses. 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 and the restoration of important historic buildings. The Project Developer further acknowledges the City seeks the development of mixed-use projects that will increase the housing and retail offerings available to existing, but also new, City residents. The Project will be designed, constructed, and finished with Class A level fixtures and materials of comparable quality design and construction as shown in the Project Renderings contained in **Exhibit C (Renderings)**, 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; including in the City of Spartanburg. The Project renderings contained in Exhibit C are representative of Project Developer's emphasis on high quality design and construction. The Project Developer acknowledges that its commitment regarding the Project and its track record with respect to other projects in the City of Spartanburg are key considerations in the City's provision of development incentives to support the Project. Design will emphasize a look and design that will feel commensurate with the Project site's history and vicinity with an emphasis on integrating with the surrounding historic fabric.

- 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 (the “Project Development Investment”) 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 but not limited to those available under the South Carolina Abandoned Buildings Revitalization Act (the “Act”) and certain Federal Historic Tax Credits, and agrees to cooperate with and support the Project Developer in obtaining such credits.
- e. *Utility / Public Infrastructure Improvements.* The Project Developer shall make modifications to the area located behind the Project on E. Broad Street to locate certain utility equipment serving the Project, to landscape / screen the same from the public right-of-way of E. Broad Street and to replace and/or relocate the public sidewalk along E. Broad Street adjacent to the Project all generally as shown on the engineering drawings attached hereto and incorporated herein as **Exhibit F (Public/Utility Infrastructure Improvements)** to this Agreement (the “Public / Utility Infrastructure Improvements”).
- f. *Maintenance.* Subject to the City’s obligation to maintain the public sidewalk located behind the Project along E. Broad Street on property to be conveyed to the Project Developer, the Project Developer agrees to maintain at its sole expense any landscaping / street scaping improvements to be located within the Project boundaries and/or located in the public right-of-ways around the Project in accordance with the City’s Code of Ordinances for a period of ten (10) years from date of this Agreement. Any irrigation associated with this landscaping will be connected to the Project Developer’s meter as part of these maintenance obligations. These maintenance obligations shall apply to any and all future owners of the Project for the foregoing period of ten (10) years which shall be accomplished by way of a recorded assignment in a form reasonably satisfactory to the City, a copy of which shall be provided to the City upon each transfer of the real property comprising the Project. Nothing in this Agreement shall restrict or limit Project Developer's

right to sell, transfer, or assign its interest in the Project, provided that such transferee assumes these maintenance obligations in writing.

- g. *Compliance with Law.* Construction of the Public Improvements shall be performed in a good, safe and workmanlike manner and in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the Public Improvements including, without limitation the Americans with Disabilities Act as well as all building code requirements then in effect.

2. City Commitments:

- a. *Maintenance of Public Improvements/Completion of Certain Additional Improvements.* The City shall maintain the public sidewalks and other public infrastructure located in the public right-of-ways of E. Main Street and E. Broad Street including the portion of the public sidewalk behind the Project on E. Broad Street which will be located within the Project boundaries.
- b. *Special Source Revenue Credit.* The City will provide its consent and best efforts, through cooperation with the County, upon request prior to the issuance of a Certificate of Occupancy of the permitted plans, for the approval and implementation of a Special Source Revenue Credit Agreement (SSRC) arrangement for the property pursuant to the schedule shown in **Exhibit D (SSRC Abatement Schedule)** attached hereto which schedule represents a blended abatement schedule for both 109 and 111 E. Main Street together (both Tax Parcel Numbers 7-12-21-045.00 and 7-12-21-044.00); which blended schedule accounts for the fact that 111 E. Main qualifies for special property tax assessment as a historic building under the South Carolina Bailey Bill (SC Code of Laws Section 4-9-195 and Section 5-21-140). For ease of administration, the Project Developer agrees to combine the tax parcels into one (1) tax parcel once it confirms that such combination will not adversely impact any of the tax credits which support the Project.
- c. *Certification of Property as Abandoned Building Sites.* The City agrees that it shall certify that the Project qualifies as an abandoned building site. The City has been advised by the

Project Developer that the Project when completed shall contain five (5) abandoned building units as defined in the Act located upon both 109 and 111 E. Main Street. Based upon such Project Developer representations, the City has agreed to confirm the same by Ordinance herewith (see attached **Exhibit E (Ordinance)**). Project Developer intends to file a Notice of Intent to Rehabilitate in compliance with the Act. The City agrees to cooperate with and assist the Project Developer in obtaining all applicable state and federal tax credits available for the Project, including but not limited to abandoned building credits, and any other incentives for which the Project may qualify, except local property tax credits. The City shall provide reasonable assistance in completing any required applications, certifications, or documentation necessary to secure such credits and incentives.

- d. *Conveyance of Property.* In order to accommodate the required Public / Utility Infrastructure Improvements to be completed by the Project Developer to support and serve the Project, the City shall deed that certain portion of the public right-of-way of E. Broad Street to the Project Developer in the area generally shown on Exhibit F, reserving unto the City an easement over and across the portion of such property where the public sidewalk along E. Broad Street shall be permanently located and maintained by the City.

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 real 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 expanding and enhancing the City's public infrastructure and spaces, in approving the Agreement and

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

8. Indemnification.

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

9. Notice.

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

CITY:

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

PROJECT DEVELOPER:

111 Main Street, LLC
Attn: John Bauknight and Andrew Babb
314 S. Pine Street, Building 100
Spartanburg, SC 29302
Phone: (864) 809-9900 (JB)
Phone: (864) 316-9488 (AB)

jbauknightiv@gmail.com
ababb@midsouthmanagement.com

WITH A COPY TO:

Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P.
220 N. Church Street, Suite 4
Spartanburg, SC 29306
(864) 582-8121
squerin@jshwlaw.com

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 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:

111 Main Street, LLC

By:

Name:

Its:

STATE OF SOUTH CAROLINA)

)

)

COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by the duly authorized officer, member and/or manager for 111 Main Street, LLC whose name and title appear above.

Notary Public for South Carolina

My Commission Expires:

Printed Name of Notary:

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

WITNESSES:	The City of Spartanburg
_____	By: _____
_____	Name: _____
	Its: _____

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

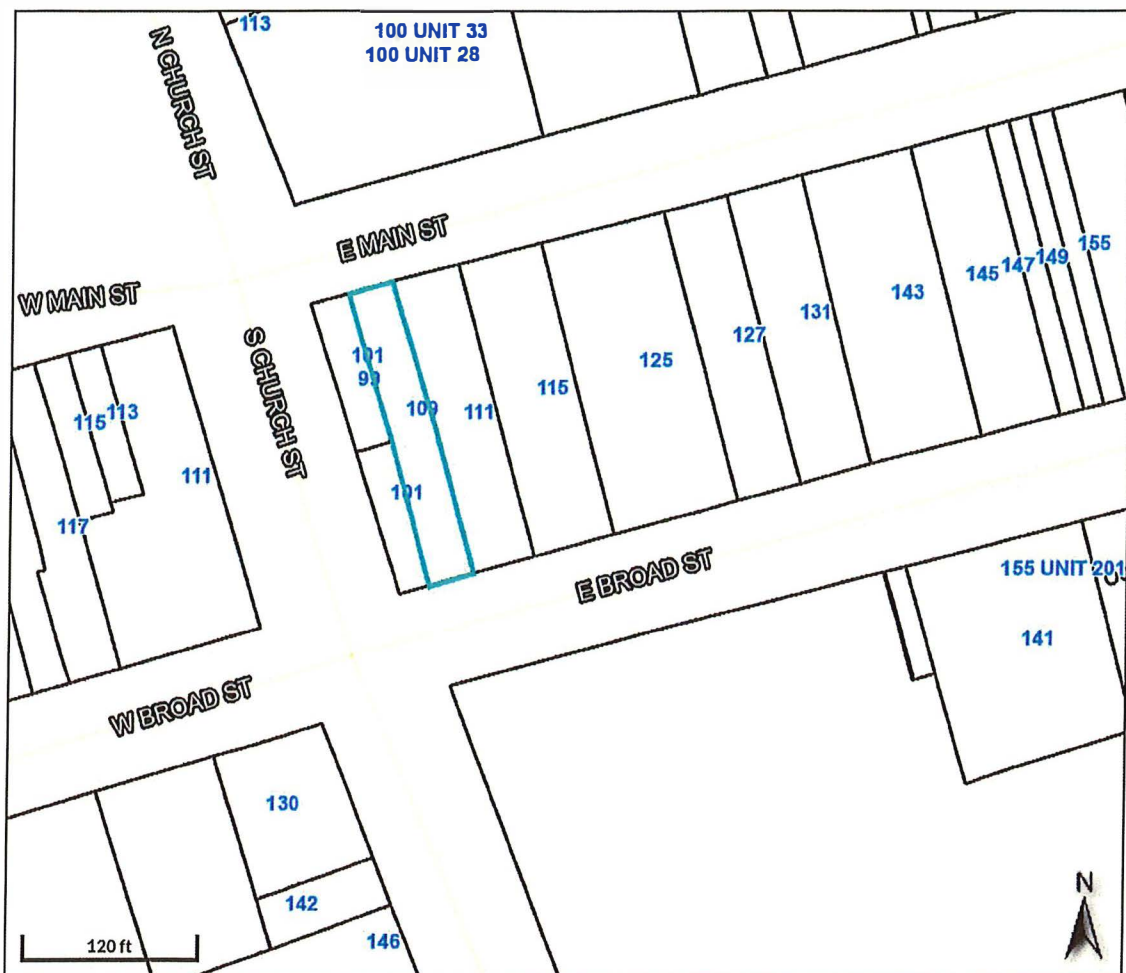
The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by the duly authorized officer for _____ whose name and title appear above.

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

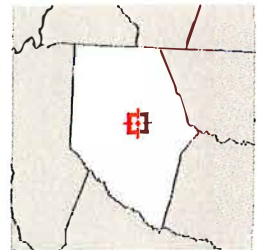
APPROVED AS TO FORM:

City Attorney

EXHIBIT A TAX MAP



Overview



Legend

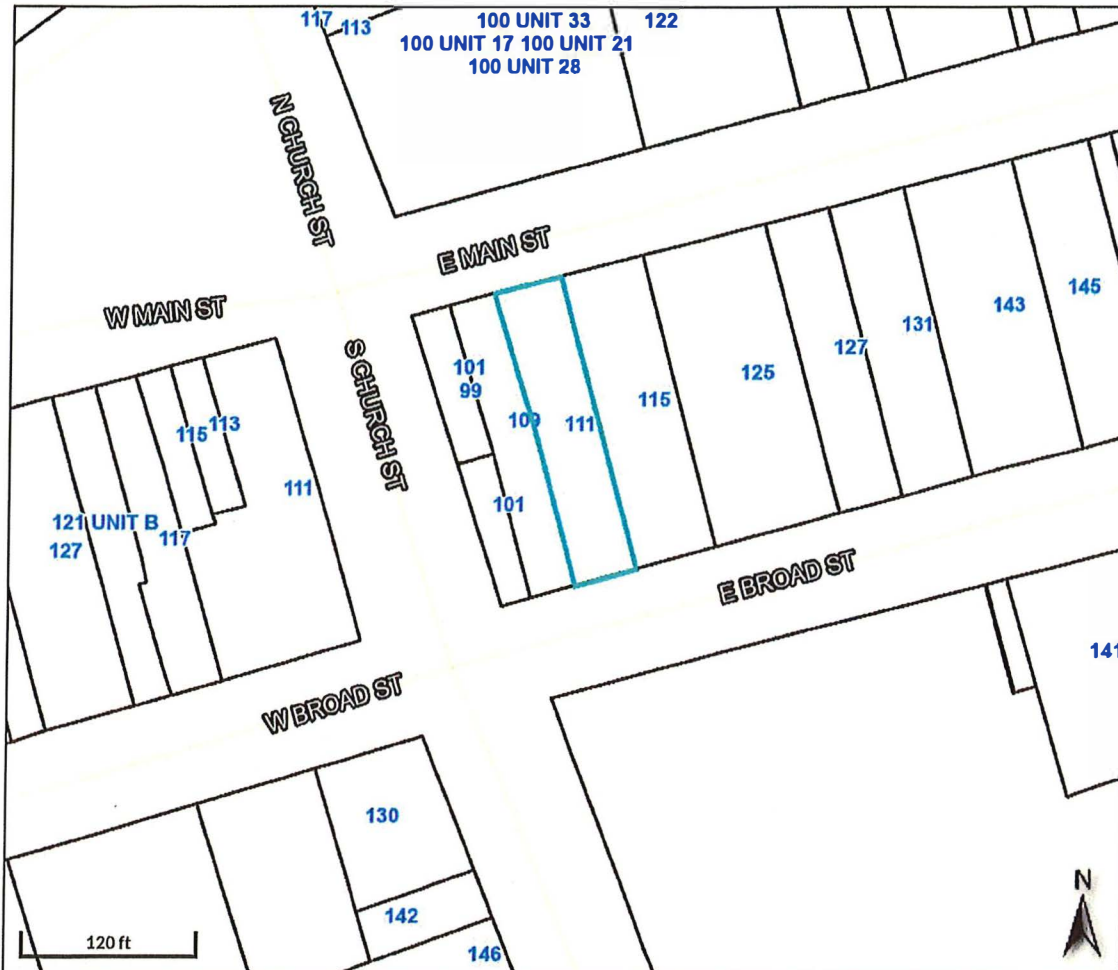
-  Parcels
-  Address Numbers

Parcel ID	7-12-21-045.00	Alternate ID	147091	Owner Address	BAUKNIGHT & BABB LLC
Sec/Twp/Rng	n/a	Class	Non-Qualified Regular Commercial Improved		314 S PINE ST BLD 100
Property Address	109 E MAIN ST SPARTANBURG	Acreage	0.14		SPARTANBURG, SC 29302
District	n/a				
Brief Tax Description	S SIDE E MAIN ST & E OF S CHURCH ST PB 170-646				
	(Note: Not to be used on legal documents)				

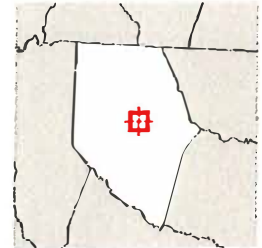
Date created: 9/23/2025

Last Data Uploaded: 9/22/2025 11:56:45 PM

Developed by  **SCHNEIDER**
GEOSPATIAL



Overview



Legend

-  Parcels
-  Address Numbers

Parcel ID	7-12-21-044.00	Alternate ID	147090	Owner Address	111 MAIN STREET LLC
Sec/Twp/Rng	n/a	Class	Non-Qualified Regular Commercial Improved		314 S PINE ST BLDG 100
Property Address	111 E MAIN ST	Acreage	n/a		SPARTANBURG, SC 29302
	SPARTANBURG				
District	n/a				
Brief Tax Description	BEGINNING N78.04E 55' FROM SE CORNER INTESECTION OF S CHURCH MAIN ST THENCE WITH E MAIN ST N7				
	(Note: Not to be used on legal documents)				

Date created: 9/23/2025
Last Data Uploaded: 9/22/2025 11:56:45 PM

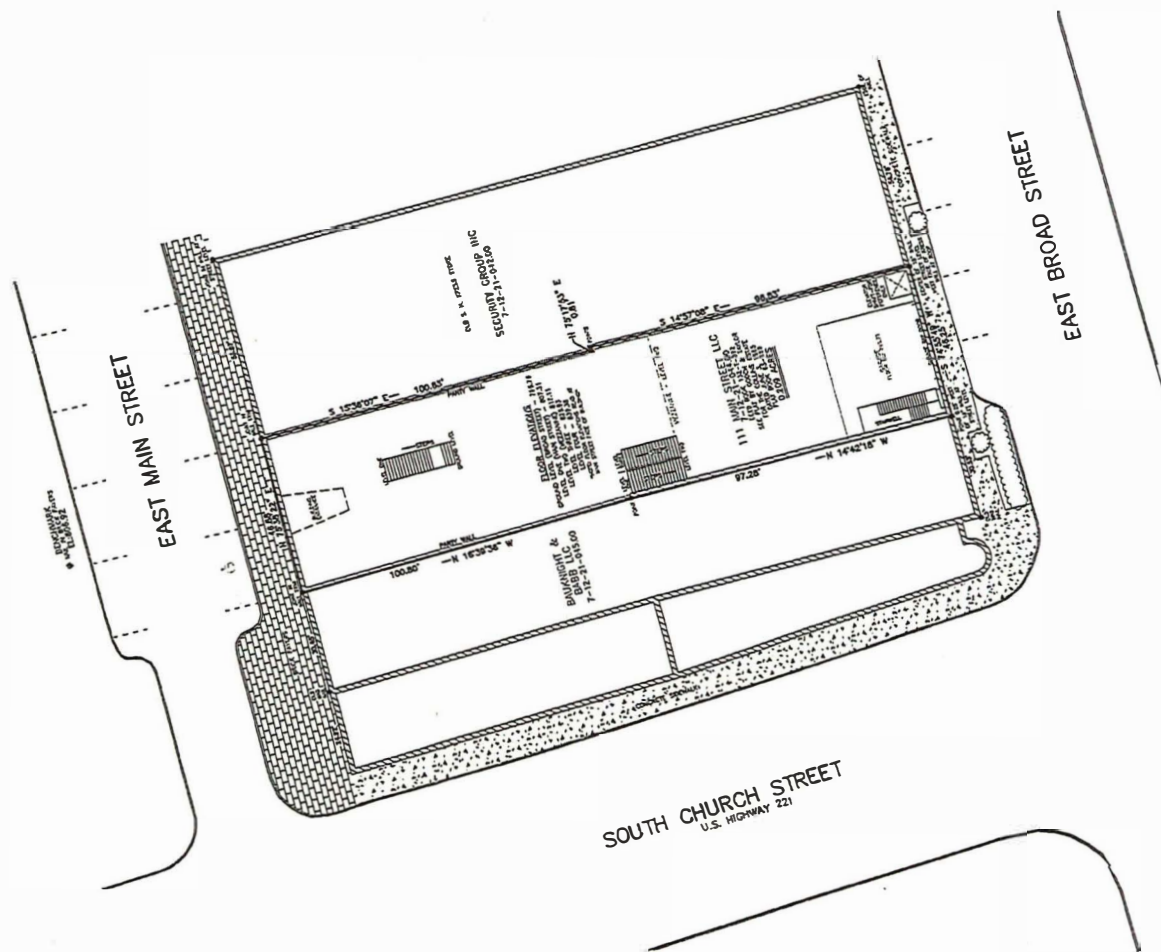
Developed by  **SCHNEIDER**
GEOSPATIAL

EXHIBIT B
SITE PLAN

VARIANCE REQUESTS:

BROAD STREET PARKING ENTRANCE

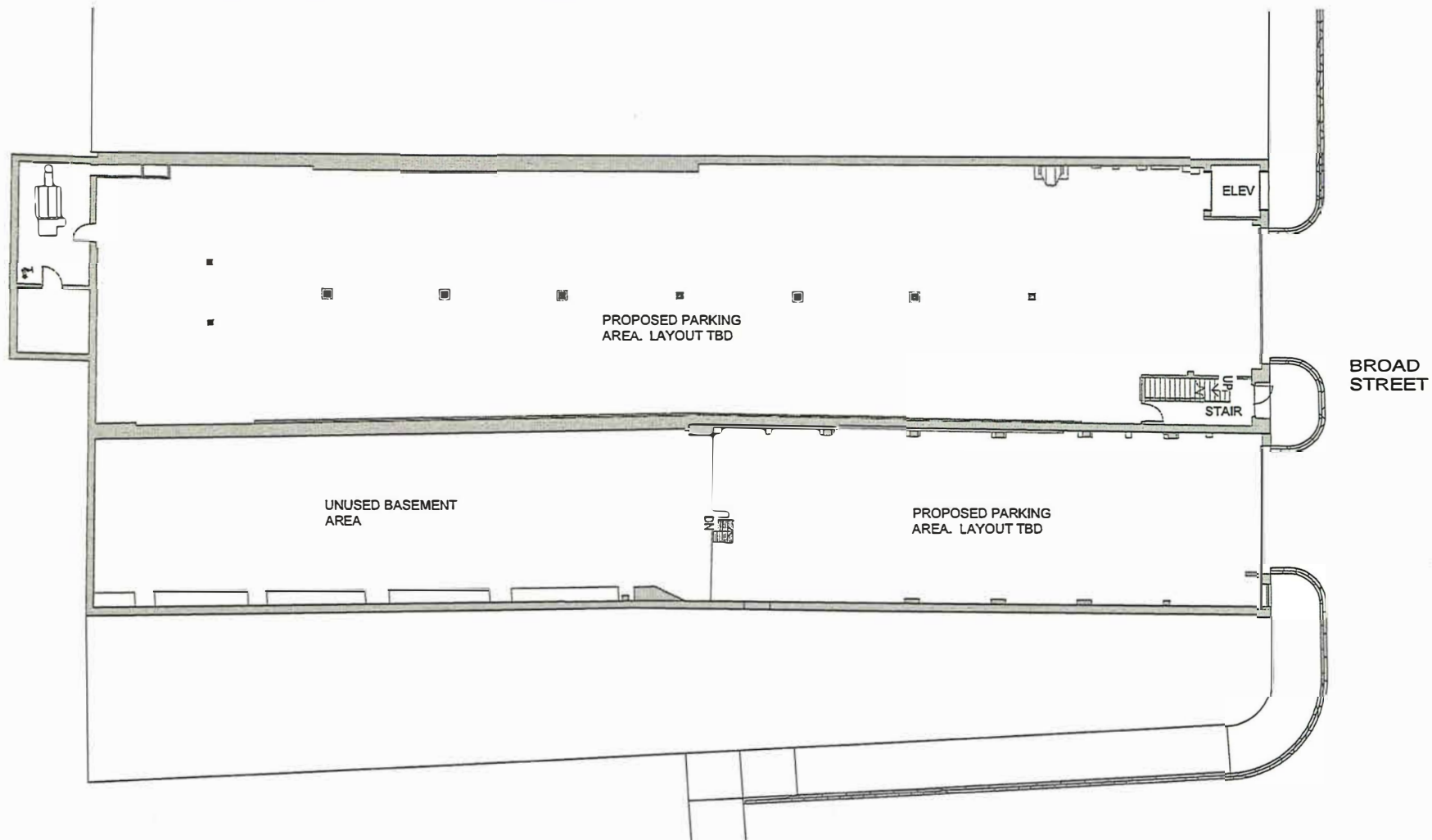
PROPOSED FACILITY'S HISTORIC NATURE AND USE OF TAX CREDITS, THE BROAD STREET FACADE CANNOT BE ALTERED. AS CURRENTLY BUILT, THIS FACADE DOES NOT MEET REQUIREMENTS FOR REQUIRED STOREFRONT. THE CURRENT PLAN FOR THIS FACADE IS TO CONTINUE THE USE OF EXISTING GARAGE OPENINGS FOR CAR STORAGE, SIMILAR TO OTHER BUILDINGS ON BROAD STREET AND IN OTHER APPROVED PLANS FOR NEW BUILDINGS ON THE SAME BLOCK



mcmillan | pazdan | smith
ARCHITECTURE

111 EAST MAIN STREET
SPARTANBURG, SOUTH CAROLINA

11/16/21



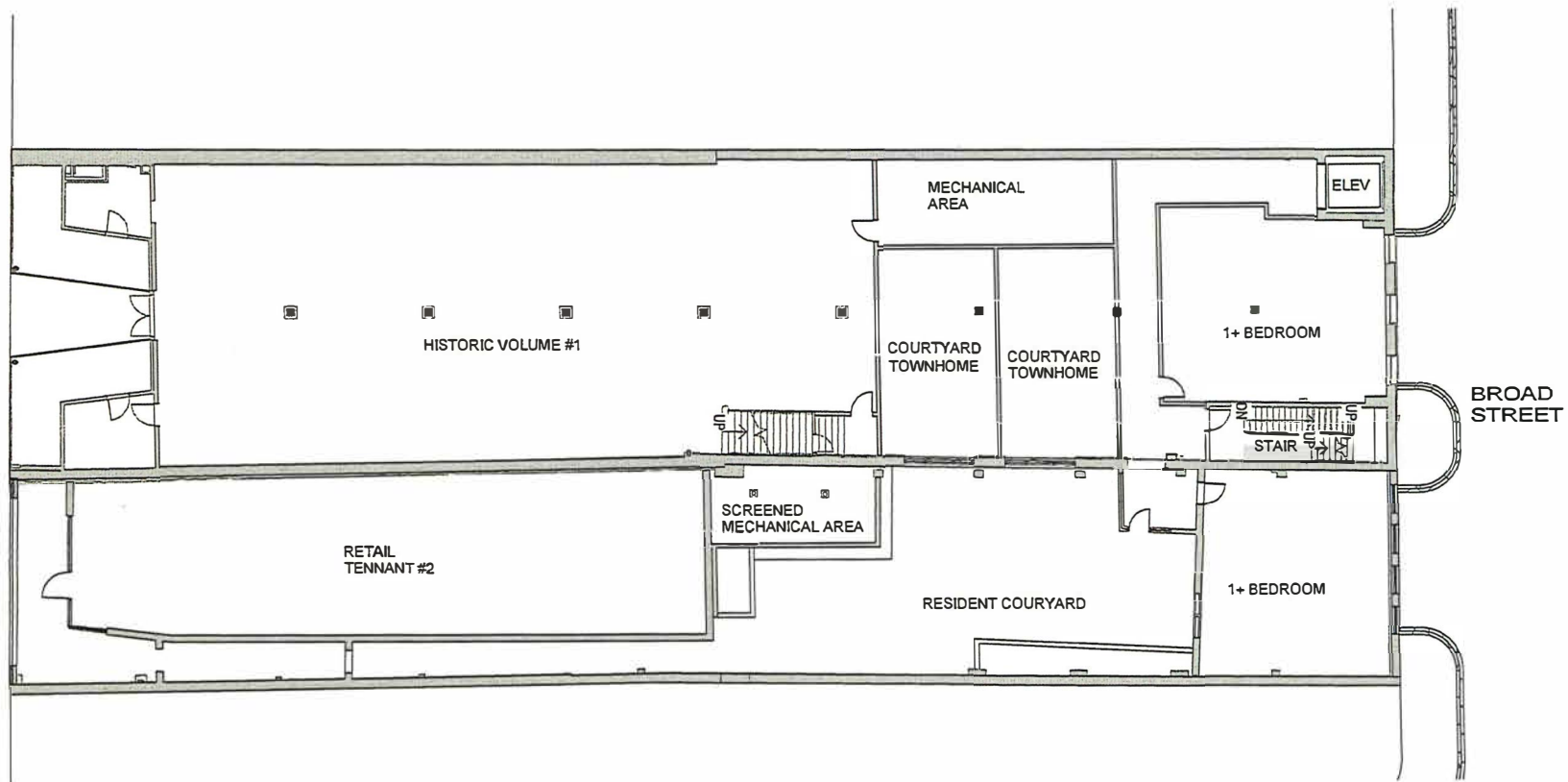
mcmillan | pazdan | smith
ARCHITECTURE

111 EAST MAIN STREET
SPARTANBURG, SOUTH CAROLINA

02/08/22

BASEMENT PLAN - 1/16" = 1'-0"

MAIN STREET

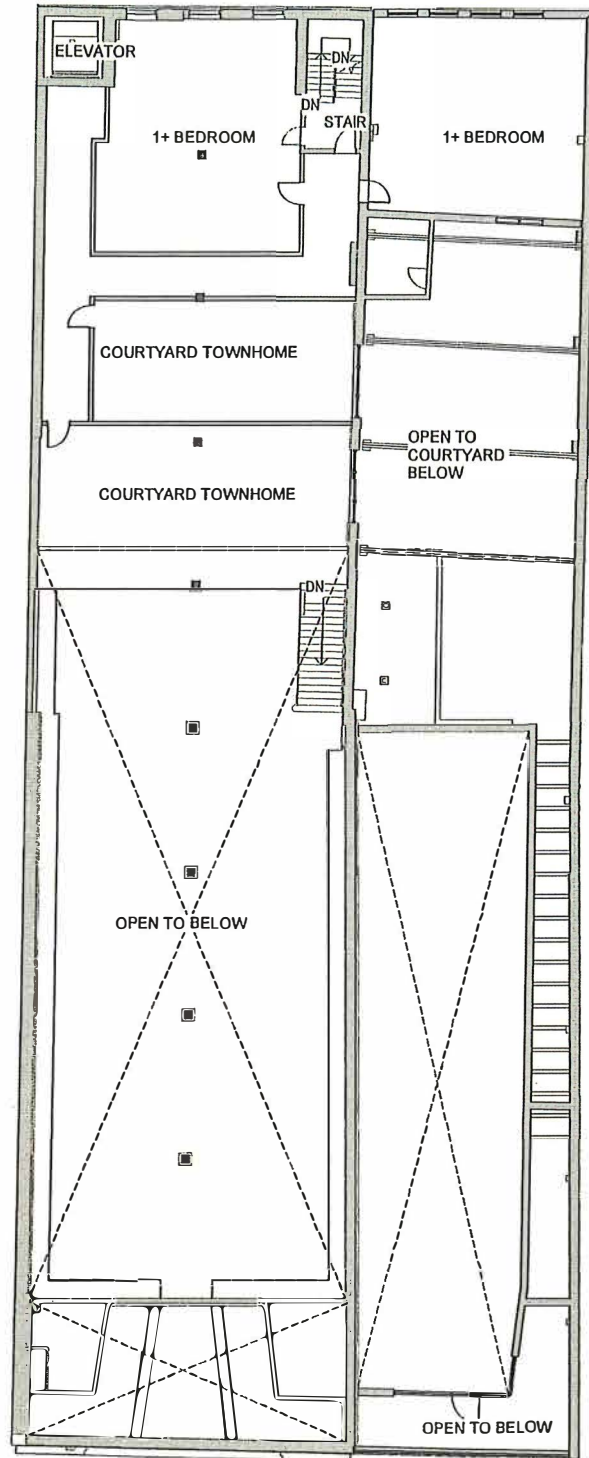


mcmillan | pazdan | smith
ARCHITECTURE

111 EAST MAIN STREET
SPARTANBURG, SOUTH CAROLINA

02/08/22

GROUND FLOOR PLAN - 1/16" = 1'-0"

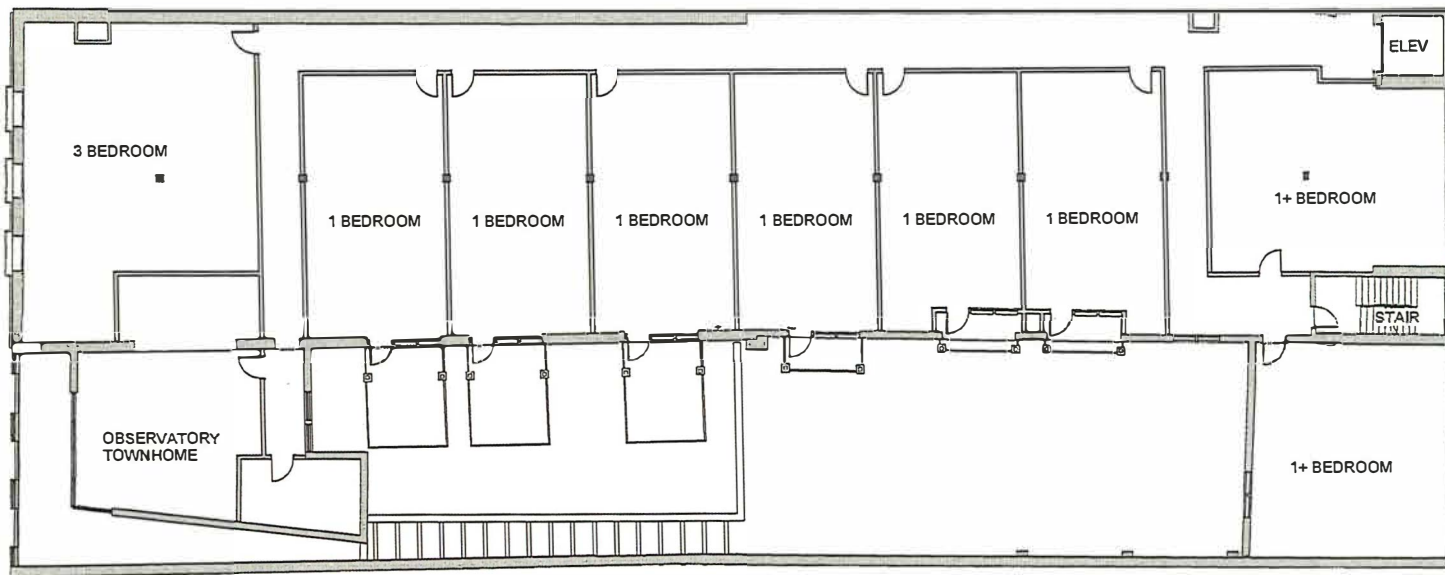


MEZZANINE FLOOR PLAN

111 EAST MAIN STREET
SPARTANBURG SOUTH CAROLINA
0208022

mcmillan | pazdan | smith
ARCHITECTURE



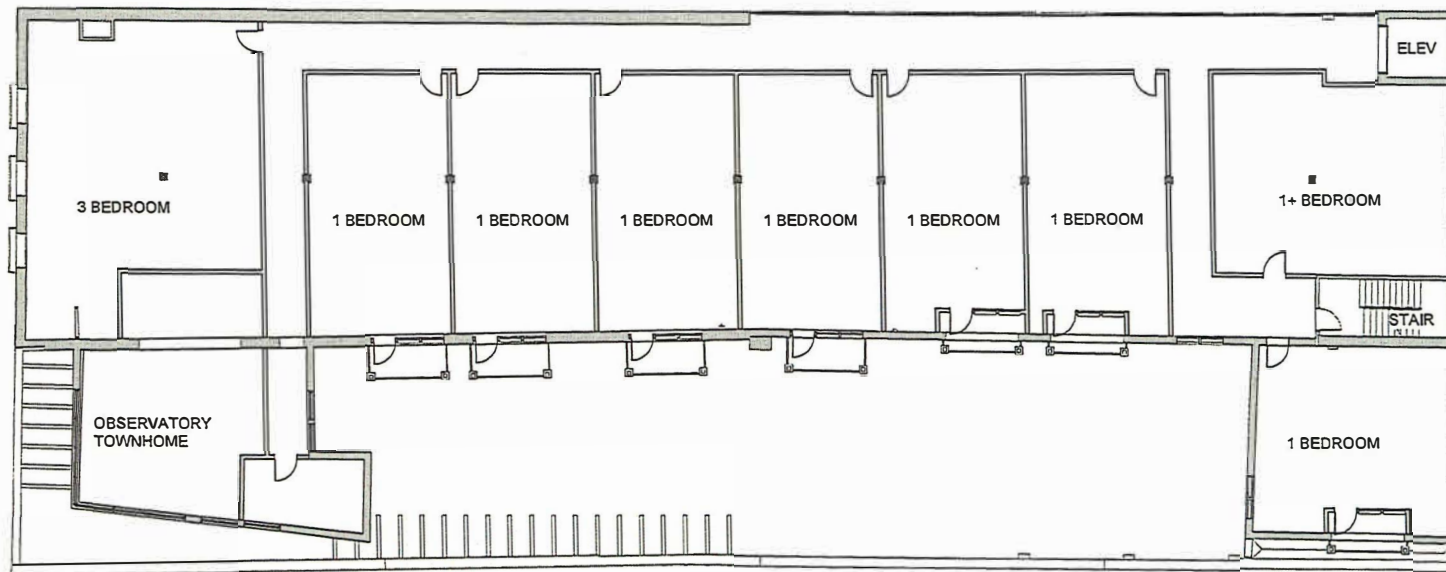


mcmillan | pazdan | smith
ARCHITECTURE

SPARTANBURG, SOUTH CAROLINA

02/08/22

SECOND FLOOR PLAN

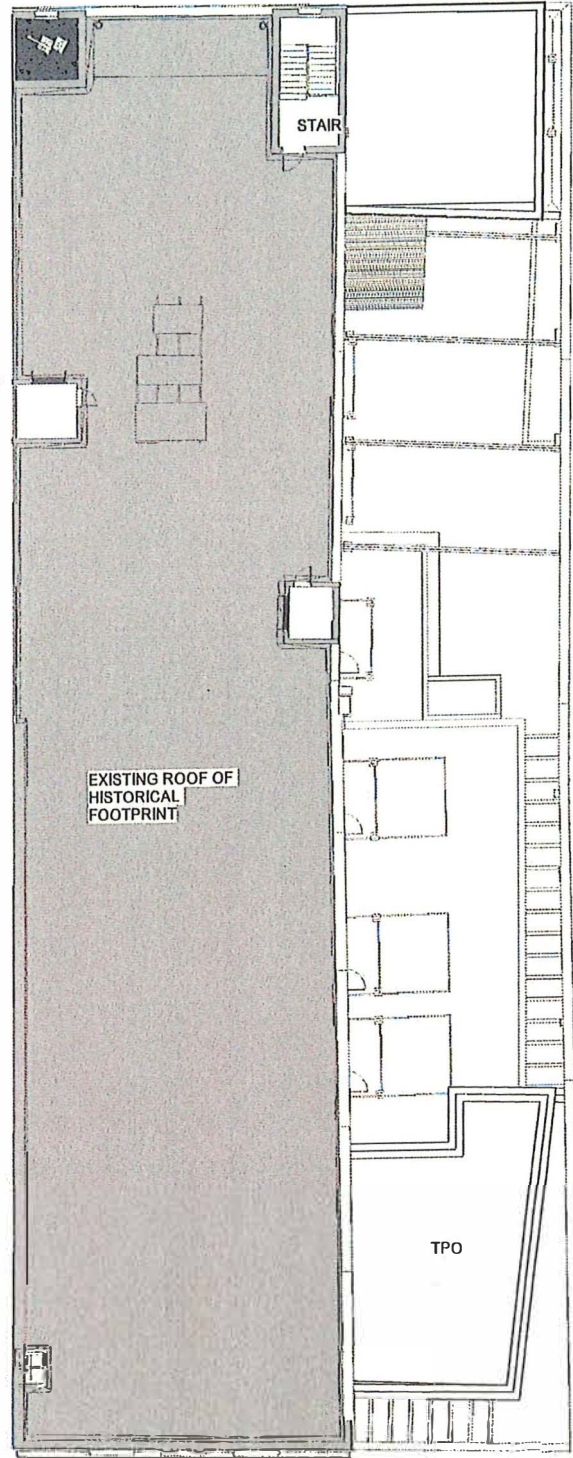


mcmillan | pazdan | smith
ARCHITECTURE

SPARTANBURG, SOUTH CAROLINA

02/08/22

THIRD FLOOR PLAN

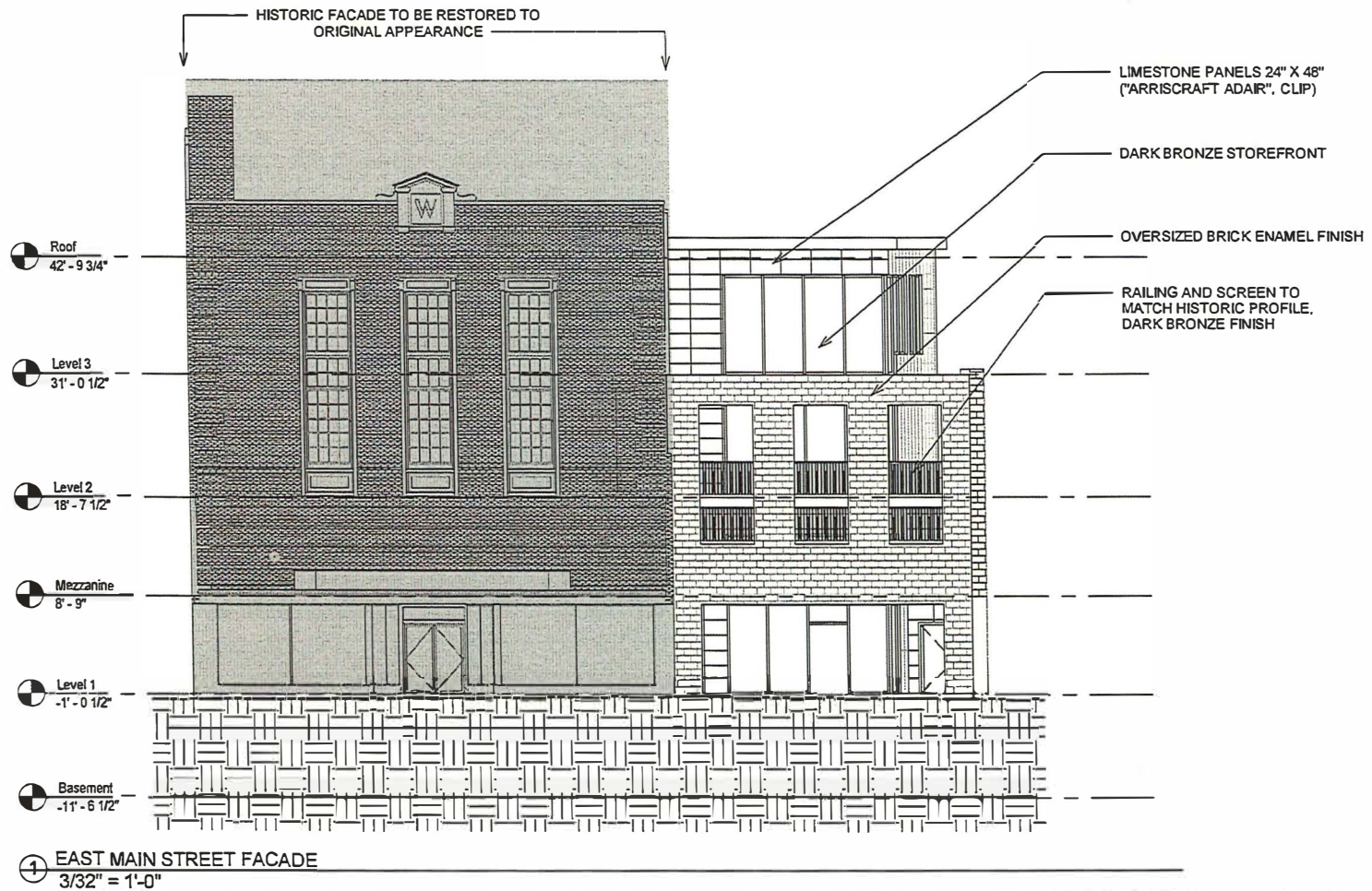


ROOF PLAN

SPARTANBURG, SOUTH CAROLINA

02/01/22

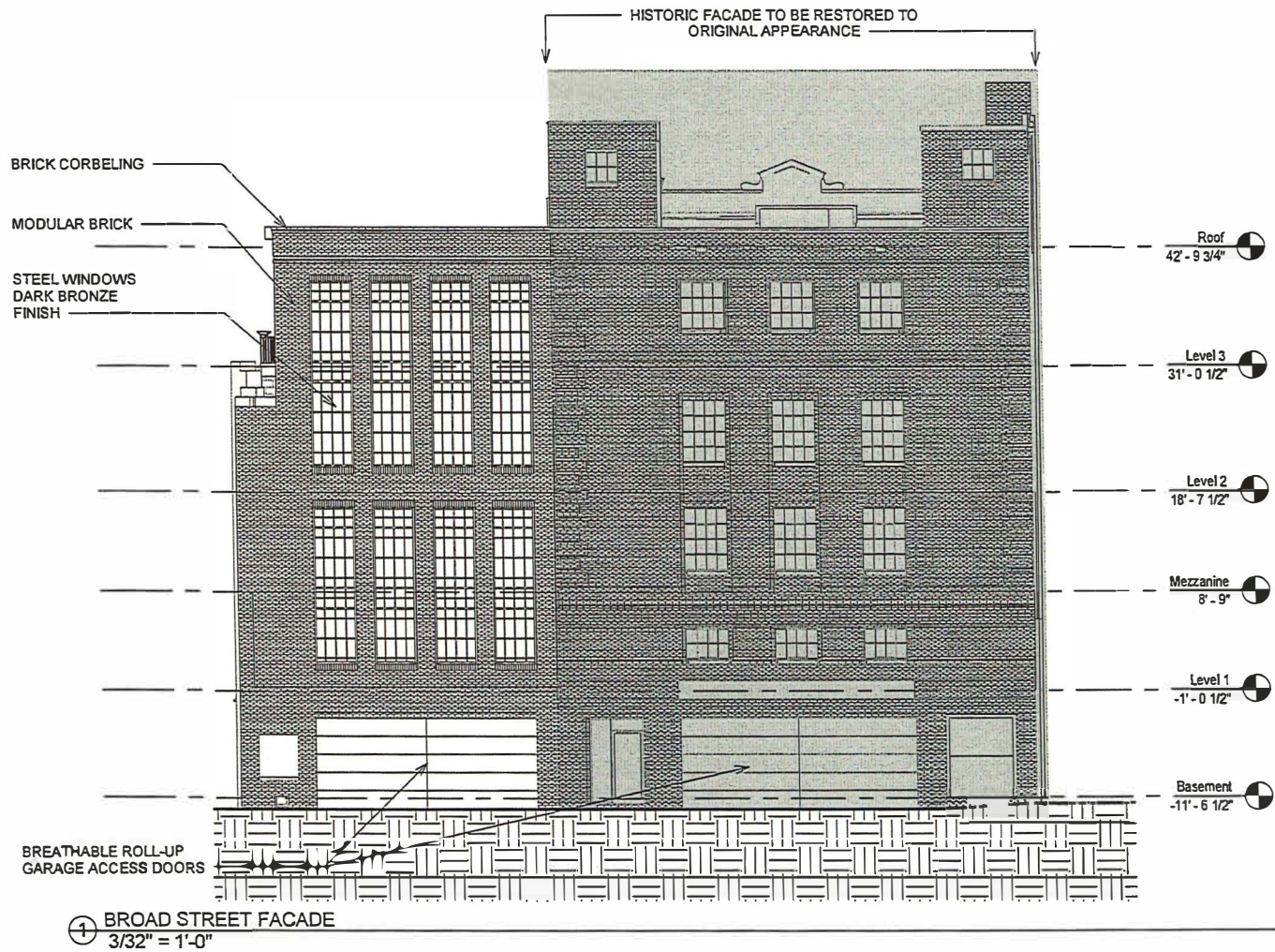




mcmillan | pazdan | smith
ARCHITECTURE

SPARTANBURG, SOUTH CAROLINA

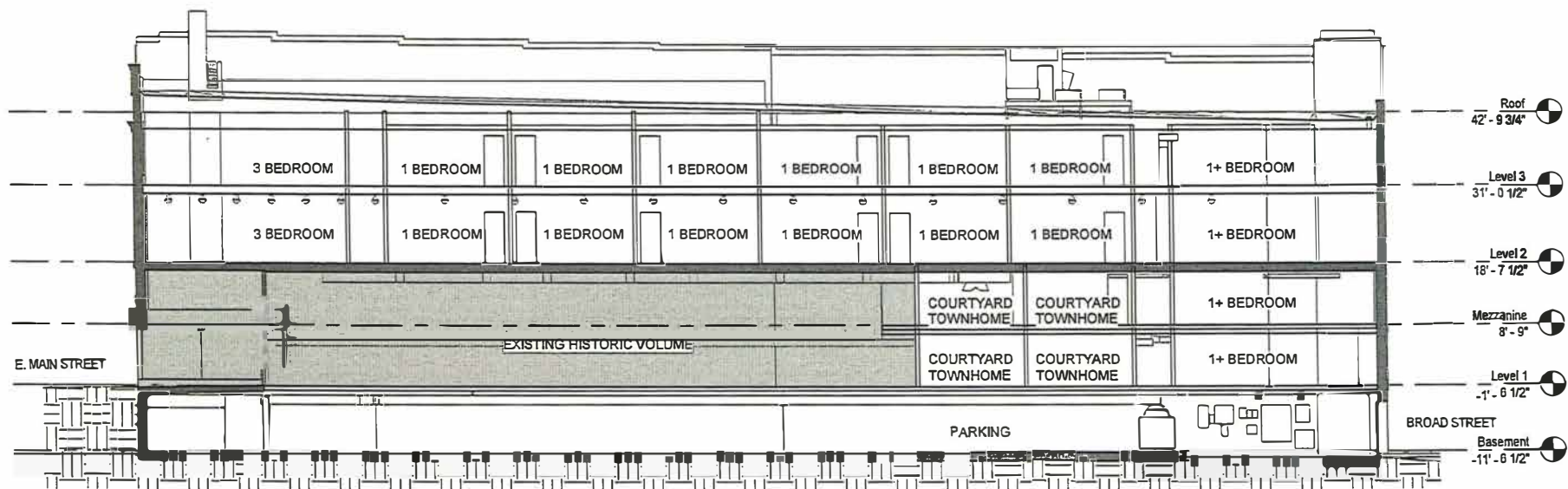
02/08/22



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ARCHITECTURE

SPARTANBURG, SOUTH CAROLINA

02/08/22



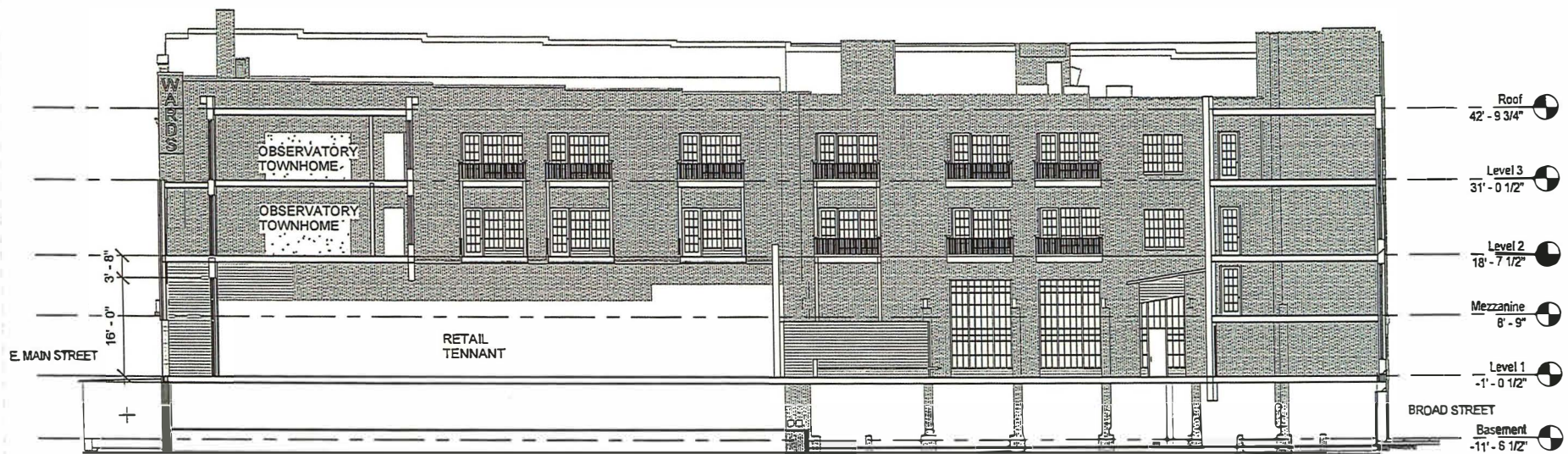
SECTION THROUGH 111 E. MAIN
1/16" = 1'-0"



mcmillan | pazdan | smith
ARCHITECTURE

SPARTANBURG, SOUTH CAROLINA

02/09/22



① SECTION THROUGH 109 E. MAIN
1/16" = 1'-0"



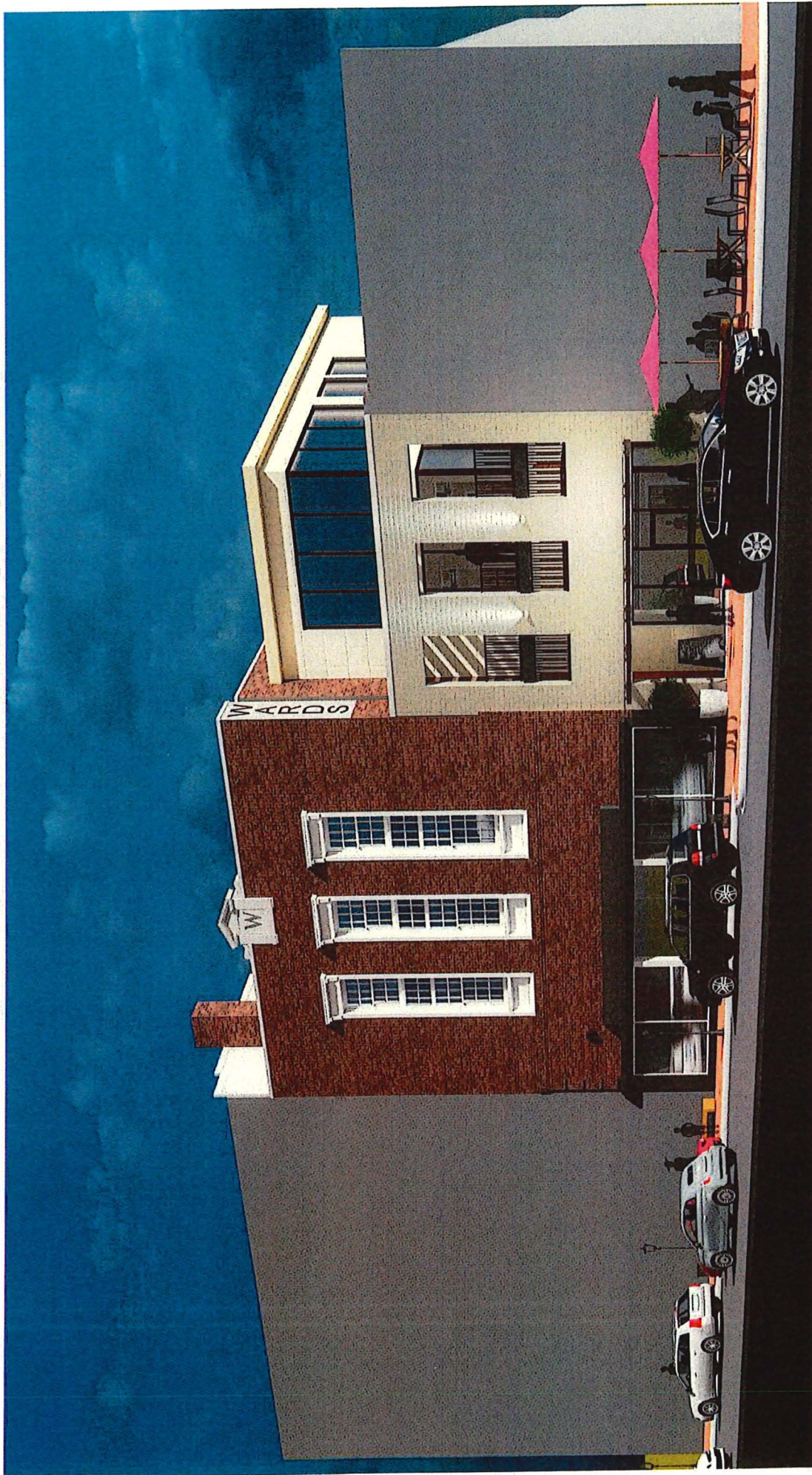
mcmillan | pazdan | smith
ARCHITECTURE

SPARTANBURG, SOUTH CAROLINA

02/08/22

EXHIBIT C
DRAFT RENDERING(S) OF PROPOSED PROJECT











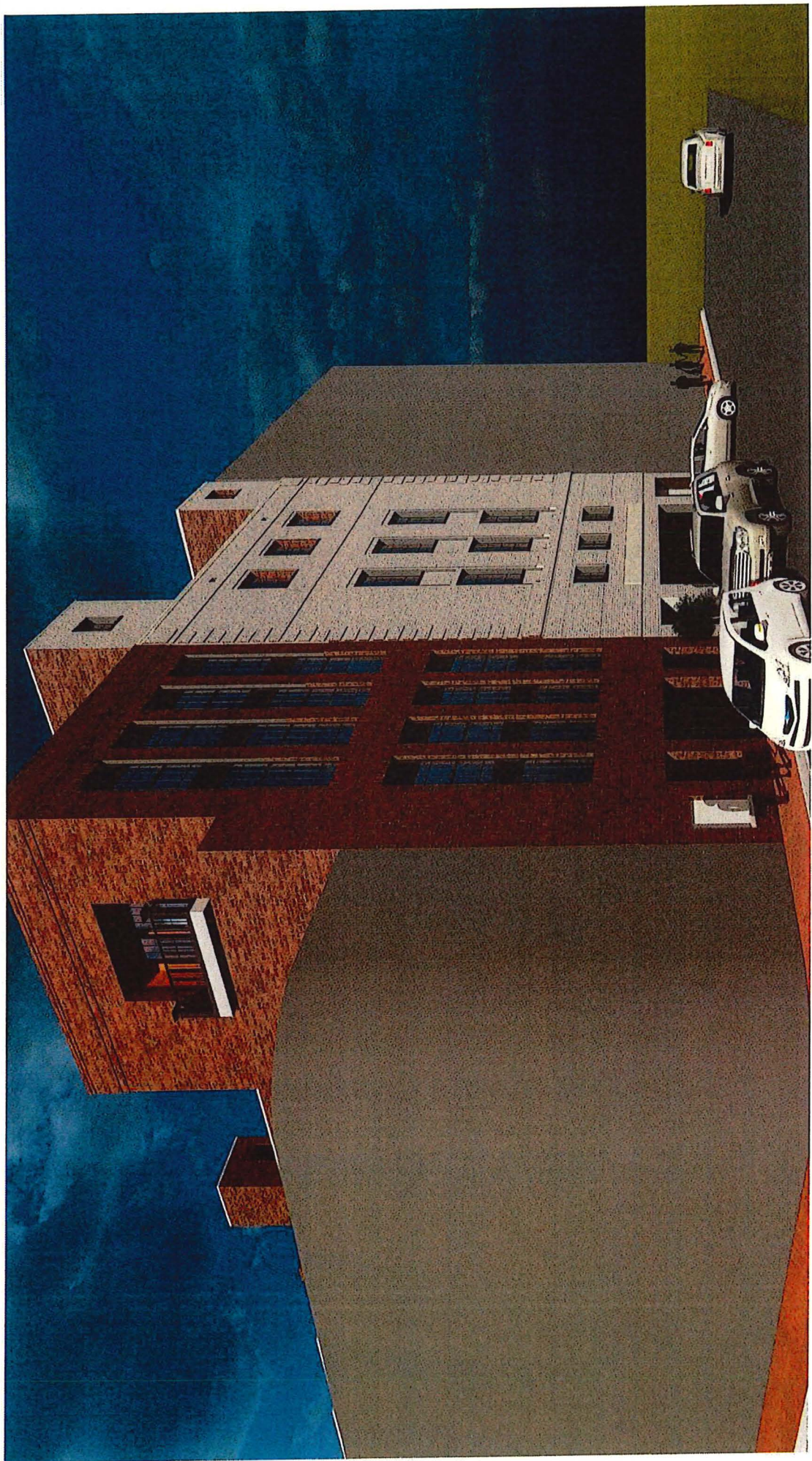






EXHIBIT D
SSRC Abatement Schedule

Tax Year 1 after C.O. 95%
Tax Year 2 after C.O. 95%
Tax Year 3 after C.O. 95%
Tax Year 4 after C.O. 95%
Tax Year 5 after C.O. 95%
Tax Year 6 after C.O. 89%
Tax Year 7 after C.O. 83%
Tax Year 8 after C.O. 77%
Tax Year 9 after C.O. 71%
Tax Year 10 after C.O. 65%
Tax Year 11 after C.O. 59%
Tax Year 12 after C.O. 53%
Tax Year 13 after C.O. 48%
Tax Year 14 after C.O. 42%
Tax Year 15 after C.O. 36%
Tax Year 16 after C.O. 30%
Tax Year 17 after C.O. 24%
Tax Year 18 after C.O. 18%
Tax Year 19 after C.O. 12%
Tax Year 20 after C.O. 6 %

EXHIBIT E
Spartanburg City Ordinance
Abandoned Building Sites

City of Spartanburg Resolution No. _____

Certifying five (5) Units as an Abandoned Building Sites 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 109 and 111 E. Main Street, City of Spartanburg, Spartanburg County TMS # 7-12-21-044.00 and 7-12-21-045.00.

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, 111 Main Street, LLC is the owner and developer of certain real property located at 109 and 111 E. Main Street, Spartanburg, SC (the “Property”) and is identified by the Spartanburg County Tax Map Numbers 7-12-21-044.00 and 7-12-21-045.00; and

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

WHEREAS, 111 Main Street, LLC, also known as the “Taxpayer,” has requested that the City certify that the Property is eligible as an abandoned building site as defined by Section 12-67-120.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA, this _____ day of _____, 2025 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 five (5) Units as defined in the Act.

Requested By:

Mayor

Approved By:

City Manager

Approved as to Form:

City Attorney

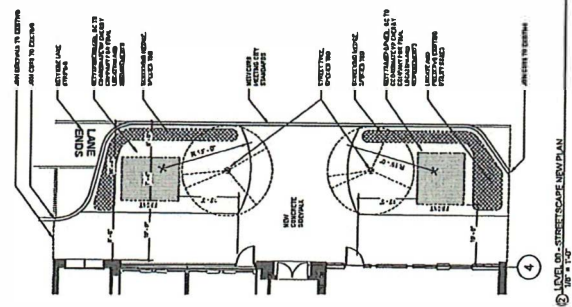
City Clerk

Introduced:

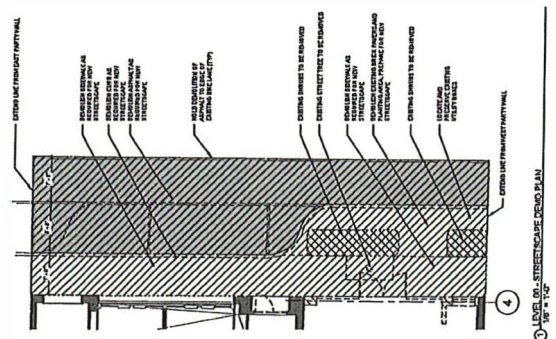
First Reading:

EXHIBIT F
PUBLIC / UTILITY INFRASTRUCTURE IMPROVEMENTS

CURRENT PROPOSAL



CURRENT CONDITIONS / DEMO



City of Spartanburg Resolution No. _____

Certifying five (5) Units as an Abandoned Building Sites 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 109 and 111 E. Main Street, City of Spartanburg, Spartanburg County TMS # 7-12-21-044.00 and 7-12-21-045.00.

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, 111 Main Street, LLC is the owner and developer of certain real property located at 109 and 111 E. Main Street, Spartanburg, SC (the "Property") and is identified by the Spartanburg County Tax Map Numbers 7-12-21-044.00 and 7-12-21-045.00; and

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

WHEREAS, 111 Main Street, LLC, also known as the "Taxpayer," has requested that the City certify that the Property is eligible as an abandoned building site as defined by Section 12-67-120.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPARTANBURG, SOUTH CAROLINA, this _____ day of _____, 2025 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 five (5) Units as defined in the Act.

Requested By:

Mayor

Approved By:

City Manager

Approved as to Form:

City Attorney

City Clerk

Introduced:
First Reading:

A RESOLUTION
AUTHORIZING THE CITY MANGER TO EXECUTE A SETTLEMENT
AGREEMENT RELATED TO THE SPARTABURG CLOCK TOWER

WHEREAS, the City of Spartanburg (the “City”) has reached a settlement agreement with the Plaintiffs in a lawsuit against the City related to the Spartanburg Clock Tower; and

WHEREAS, a copy of said settlement agreement is attached hereto; and

WHEREAS, City Council deems it to be in the best interest of the City to authorize the City Manager to execute said settlement agreement.

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

Section1: The City Manager is hereby authorized to execute the attached settlement agreement.

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

DONE AND RATIFIED This _____ day of _____, 2025.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of All Claims (hereinafter the "Agreement") is entered into effective this 8th day of October, 2025 by and between Kimberly Branch and Support the Spartanburg Clock Tower, Plaintiffs in the above noted Complaint (herein after "Plaintiffs") and the City of Spartanburg, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina ("City"). Where no distinction is made herein, "Party" or "Parties" refer respectively to any or all of the aforementioned parties to this Agreement.

WHEREAS, Plaintiffs have filed the above noted Complaint seeking to restrain and enjoin City for demolishing the Spartanburg Clock Tower; and

WHEREAS, Plaintiffs have alleged that the Spartanburg Clock Tower is protected by the South Carolina Heritage Act; and

WHEREAS, the Parties have determined that it is in their mutual best interests to resolve the matter upon the terms and conditions set forth herein.

WHEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Consideration.** Claimant promises to, and does hereby abandon, any and all claims against the City in any way whatsoever related to the above noted transactions in exchange for the City's agreement to the following conditions:
 - A.** The Clock Tower will no longer exist at its current location; and
 - B.** This will be accomplished by removing it, saving several bricks, the clock, the bell, the clock and bell mechanics, the plaque, and the peak (hereinafter the "Historical Elements")
 - C.** The new location of the Clock Tower will include the appropriate Historical Elements. The new location of the Clock Tower will be selected by City Council after a study involving available and feasible locations and public input.
 - D.** The City will in good faith move the project forward in a manner consistent with prudent city planning, construction, design, and implementation principles.
 - E.** The City will save several bricks for commemoration purposes.
2. **Complete and General Mutual Release of All Claims.** Claimant hereby forever releases and fully discharges City from and against any and all claims, actions, judgments, obligations, damages, demands, debts, liabilities and causes of action, including any claim for attorneys' fees, known or unknown, from the beginning of time to the date of this Agreement, by Claimant for any matter whatsoever in any way related to the above noted transactions. This release applies to the City as well as its heirs and assigns.

3. **No Admissions.** The Parties understand and acknowledge that this Agreement constitutes a compromise in settlement of disputed and potential claims. No action taken by the Parties hereto, or any of them, either previously or in connection with this Agreement, shall be deemed or construed to be:
 - (a) An admission of the truth or falsity of any claims heretofore made or any other wrongdoing whatsoever; or
 - (b) An acknowledgement or admission by any Party of any fault or liability, whatsoever, to the other Party or to any third party.
4. **No Prior Assignment.** The Parties represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claim or any other matter herein released.
5. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of South Carolina, and all questions of validity, interpretation or performance of any of its terms or any rights or obligations of the Parties to this Agreement shall be governed by South Carolina law.
6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreement, representations, and understandings. The Parties understand that this Agreement is made without reliance upon any inducement, statement, promise, or representation other than those contained within this Agreement. This Agreement shall be construed as a whole, in that the sequential order of the provisions herein shall have no bearing on the operation or effect of any particular provision or all of them.
7. **Inurement.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, legal representatives, successors and assigns.
8. **Modifications.** This Agreement can be modified or rescinded only by a writing signed by all the Parties or their duly authorized agents.
9. **Captions.** Captions and paragraph headings used herein are for convenience only, and not a part hereof and shall not be deemed to limit or alter any provisions hereof or to be relevant in construing this Agreement.
10. **Variation of Pronouns, Plurals, Etc.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or gender neutral, singular or plural, as the identity of the person or persons may require.
11. **Severability.** In the event any section, paragraph, sentence, clause or phrase of this Agreement is deemed unenforceable or invalid, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

I/WE HAVE READ THIS SETTLEMENT AGREEMENT CAREFULLY AND UNDERSTAND THAT IT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS ACCRUIN ON OR BEFORE THE DATE OF THIS AGREEMENT.

Plaintiff:
Kimberly Gibbs Branch 9/8/2025
Signature Date

COUNTY OF SPARTANBURG

STATE OF SOUTH CAROLINA

I, a Notary Public in and for said County and State, hereby certify that Kimberly Gibbs Branch, personally appeared before me this day and acknowledged execution of the foregoing as his/her free and voluntary act and deed.

WITNESS my hand and notarial seal this 8th day of October, 2025.

Sharon Metz Walker
Notary Public
My commission expires: September 8, 2035

City

Signature

Chris Story

10/8/25
Date

COUNTY OF SPARTANBURG

STATE OF SOUTH CAROLINA

I, a Notary Public in and for said County and State, hereby certify that

Chris Story, personally appeared before me this day and acknowledged execution of the foregoing as his/her free and voluntary act and deed.

WITNESS my hand and notarial seal this 8th day of October, 2025

Sharon Metz Walker

Notary Public

My commission expires: September 8, 2036



REQUEST FOR CITY COUNCIL ACTION

TO: Chris Story, City Manager

FROM: Tony McAbee, Facilities Manager

SUBJECT: Award of Bid for HVAC Replacement at CC Woodson Recreation Center

DATE: October 7, 2025

BACKGROUND: CC Woodson Recreation Center HVAC Unit will require replacement of a new unit.

ACTION REQUESTED:

Council to approve the bid award to L.P.B. of South Carolina Inc. to replace the HVAC unit at CC Woodson Recreation Center located at 210 Bomar Avenue.

BUDGET & FINANCIAL DATA:

The final cost to purchase this property is \$129,800.00.



REQUEST FOR COUNCIL ACTION

TO: Chris Story, City Manager

FROM: Philip Starck, Assistant Fire Chief

SUBJECT: Selection of Vendor for the Services to Provide Annual On-site NFPA/OSHA Firefighter Physicals RFP# 2526-08-19-01

DATE: September 08, 2025

BACKGROUND:

Staff received bids for services to provide annual on-site NFPA/OSHA firefighter physicals under RFP #2526-08-19-01.

The following bids were received:

	Year 1	Year 2	Year 3
LifeScan Wellness Centers	\$814.00	\$840.00	\$850.00
Prisma Health	\$890.00	\$928.00	\$968.00
Professional Health Services	\$922.37	\$922.37	\$922.37

Staff have reviewed and analysed proposals received for NFPA 1582 occupational firefighter physicals. Three (3) vendors—LifeScan Wellness Centers, Prisma Health – Employee Health Services, and Professional Health Services, Inc. (PHS) submitted pricing for a projected headcount of 79 firefighters, a figure confirmed by multiplying each vendor’s annual totals by their per-firefighter rates. Our objective was to identify the lowest total cost for a three-year term while ensuring that the required scope of services and service-level commitments could be met.

On cost, LifeScan is the apparent low bidder across the full term. Their per-firefighter pricing escalates modestly over time—\$814 in Year 1, \$840 in Year 2, and \$850 in Year 3—with corresponding annual totals of \$64,306, \$66,360, and \$67,150. The cumulative three-year cost is \$197,816. Prisma proposes higher yearly rates of \$890, \$928, and \$968, which yield annual totals of \$70,310, \$73,312, and \$76,472, respectively, and a three-year total of \$220,094. PHS offers a yearly flat rate of \$922.37 per firefighter for all three years, resulting in \$ 2,922.37 per year and a three-year total of \$ 27,886.11. Relative to LifeScan, PHS is higher by \$20,785.69 (approximately 10.5%) and Prisma by \$22,278 (approximately 11.3%). On a per-firefighter basis across the term, those premiums equate to roughly \$263 for PHS and \$282 for Prisma.

ACTION REQUESTED:

Allow staff to accept the lowest bid that meets all the specifications and authorize the City Manager to award LifeScan Wellness Centers, LLC as the vendor to provide services of on-site NFPA/OSHA Firefighter Physicals.

BUDGET AND FINANCE DATA:

The funds utilized for this purchase will come from the General Fund as a line item in the Fire Department's approved FY25 Budget.