

**AGENDA**  
**OF THE SIMPSONVILLE CITY**  
**BUSINESS MEETING**  
**November 14, 2023**  
**6:30pm**  
**Council Chambers – City Hall**

1. **CALL TO ORDER**.....Mayor, Shewmaker
  
2. **ROLL CALL**.....City Clerk, Ashley Clark
  
3. **PLEDGE OF ALLEGIANCE**
  
4. **PRESENTATION- Proclamation**.....Mayor, Shewmaker  

**Small Business Saturday**
  
5. **APPROVAL OF MINUTES**- October 10, 2023
  
6. **CITIZEN COMMENTS**
  
7. **BUSINESS**
  - A. 2nd Reading of Z-2023-02, Proposed Rezoning of Property at 233 Harrison Bridge Rd..Planner, Jon Derby
  - B. 2<sup>nd</sup> Reading of TX-2023-02, Misc. Refinements to the Zoning Ordinance.....Planner, Jon Derby
  - C. 1<sup>st</sup> Reading of O-2023-05, Update to Business License Ordinance.....City Administrator, Dianna Gracely
  - D. 1<sup>st</sup> Reading of TX-2023-03, Misc. Refinements to the Zoning Ordinance.....City Administrator, Dianna Gracely  

Planning Director, Jason Knudsen
  - E. Approval of Intergovernmental Agreement with MetroConnects.....City Administrator, Dianna Gracely
  
8. **ADJOURN**

**PLEASE NOTE: This Agenda is accurate as of the Friday immediately preceding the Council meeting but is subject to change until twenty-four (24) hours prior to the meeting. Please contact the City Clerk the day of the meeting for the latest agenda information.**

# City of Simpsonville

## Proclamation

**Whereas**, the government of Simpsonville, South Carolina celebrates our local small businesses and the contributions they make to our local economy and community; and

**Whereas**, according to the U.S. Small Business Administration, there are 33.2 million small businesses in the United States: small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62.7% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States; and

**Whereas**, 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

**Whereas**, 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

**Whereas**, Simpsonville, South Carolina supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

**Whereas**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**Now, Therefore**, I, Paul Shewmaker, Mayor of Simpsonville, South Carolina, do hereby proclaim, November 25, 2023, as

### SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and to Shop Small throughout the year.

IN WITNESS WHEREOF,

I have set my hand and caused the seal of the City of Simpsonville to be affixed this 1st day of November in the year of our Lord 2023.

Paul Shewmaker, Mayor

**ORDINANCE NO. Z-2023-03**

**AN ORDINANCE TO AMEND THE ZONING MAP  
OF THE CITY OF SIMPSONVILLE, SOUTH  
CAROLINA PORTION OF LAND AT TAX MAP#  
0331.00-01-006.04 OWNED BY BIBLE BAPTIST  
CHIRCH INC**

**WHEREAS**, the South Carolina Code of Laws of 1976, as amended, Chapter 23 Title 5 provides for the process for municipalities to rezone property; and

**WHEREAS**, the City of Simpsonville has enacted a Zoning Ordinance which governs amendments to the Official Zoning Map; and

**WHEREAS**, the hereinafter described property was advertised on August 17, 2023, and the City of Simpsonville Planning Commission held a public hearing on September 5, 2023.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMPSONVILLE THAT:**

1. **ZONING CLASSIFICATION:** The Official Zoning Map of the City of Simpsonville is hereby amended to assign portion of Tax Map # 0331.00-01-006.04 depicted in the deed contained in Book 1707 on Page 0605 of the official records of Greenville County Register of Deeds and as depicted on the survey in Exhibit "A", attached hereto, the zoning classification of B-G, Business General District.

2. **PROVISION SEVERAGE:** It is hereby declared to be the intention of the governing authority of this municipality that the sections, subsections, paragraphs, sentences, clauses and phrases are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such invalidity or unconstitutionality shall not effect any of the remaining portions of this Ordinance so held to be invalid.

3. **ORDINANCE SUPERSEDES PREVIOUS INCONSISTENT LEGISLATION:** All Ordinances or parts of Ordinances inconsistent herewith, which may have heretofore been passed by the Simpsonville City Council, are hereby repealed.

(SIGNATURE PAGE FOLLOWS)

**ORDINANCE NO.: Z-2023-02**

**Page 2**

This Ordinance shall be effective upon second and final reading by the City Council.

SIGNATURE OF MAYOR:

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Paul Shewmaker

ATTEST:

APPROVED AS TO FORM:

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Ashley Clark  
City Clerk

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Daniel Hughes  
City Attorney

First Reading:        October 10, 2023  
Second Reading:     November 14, 2023

**AN ORDINANCE TO AMEND THE CITY OF SIMPSONVILLE ZONING ORDINANCE**

**WHEREAS**, the Simpsonville City Council reviews the city ordinances at various times to make necessary improvements and/or changes; and,

**WHEREAS**, City of Simpsonville has determined that amendments to its zoning ordinance are needed that would allow vacant lots or after-hours businesses to utilize their property for public parking; to prohibit the use of gravel or stone as a design option for parking lots; and to require sidewalks within residential developments to have a buffer of vegetation; and,

**WHEREAS**, the City of Simpsonville finds that increasing public parking options and improving aesthetics of sidewalks within residential developments promotes and improves the health, safety, and welfare of the citizens and residents of the City of Simpsonville; and,

**WHEREAS**, the City of Simpsonville Zoning Ordinances may be amended from time to time as circumstances and the best interests of the community have required; and,

**WHEREAS**, the City of Simpsonville Planning Commission recommended approval of the zoning amendments contained herein at a public hearing on September 5, 2023 after due notice for the purpose of considering the proposed amendments to the City of Simpsonville Zoning Ordinance.

**WHEREAS**, the Mayor and City Council, after considering all of the facts and circumstances surrounding the proposed amendments to the City of Simpsonville Zoning Ordinance, do hereby find that the amendments as set forth herein are in the best interests of the City of Simpsonville.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, AS FOLLOWS:**

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, AS FOLLOWS:**

*NOTE: Language in section 1 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and \*\*\* represents sections of the Zoning Ordinance that have been skipped and remain unchanged.*

**SECTION 1.** That the City of Simpsonville Zoning Ordinance is hereby amended as follows:

3.1 Uses by District

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3.1.5 Table of Allowed Uses

	R-E	R-Lo	R-Mid	R-Hi	R-OI	B-L	B-G	B-U	B-I
<u>Parking lots &amp; Garages</u>	-	-	-	-	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	-

\*\*\*

3.2.44 Parking lots & Garages

A. Standards

1. The use of entry and exit gates or barriers shall be prohibited for lots containing less than 50 parking spaces.
2. For parking lots containing more than 50 spaces or at parking garages, the use of entry and exit gates or barrier arms shall be designed to prevent vehicles from blocking the flow of traffic. These devices shall not be installed along the first 40 feet of the driveway measured from the closest edge of the adjacent street or setback at least 5 feet from property lines, whichever is greater.
3. The use or installment of operator booths shall be prohibited in parking lots & garages.
4. A residential buffer shall be required along the property line adjacent to any single-family residential property or property zoned R-E, R-Lo, or R-Mid.
5. Any property that is proposed to be used as a parking lot shall be landscaped in accordance with the applicable requirement of Section 4.9 of this ordinance.
6. The use of parking stall barrier devices, automated or manual, is prohibited.
7. Paid Parking.
  - a. Transactions shall be conducted via a smartphone, app-based system, or like digital process.
  - b. Parking kiosk devices shall be installed in a pedestrian safe area within the site, away from any travel lane & not within parking spaces. Kiosk signage shall be limited to informational only. These signs shall be implemented into the device for the purpose of providing descriptive information or operational instructions to users on-site. No commercial signage or video motion is permitted within the device.

- c. If a property intends to use parking spaces within a developed site for paid parking, the proposed parking spaces must be in excess of the required parking requirements for the current use(s)\*.

\*Exception – Required parking may be used for paid parking when the owner can demonstrate that the proposed paid parking does not conflict with the hours of operations.

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#### **4.5.11 Parking Area Design**

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- C. All parking areas shall be surfaced with asphalt, bituminous, brick, turf block, or concrete material to minimize nuisance from dust.

The Planning Director may permit for parking lots to be surfaced with crushed stone where the following conditions are met:

- ~~1. The parking lot shall contain fewer than ten parking spaces;~~
- ~~2. The parking area shall be located behind the principal structure in relation to the public right of way or shall otherwise be entirely screened from the right of way;~~
- ~~3. The parking area shall not experience frequent turnover, as determined by the Planning Director;~~
- ~~4. The Applicant shall demonstrate adequate sub-grade preparation;~~
- ~~5. The type and size of crushed stone shall be acceptable to the Fire Marshal and shall not give rise to dust and debris;~~
- ~~6. Each parking space shall be clearly marked with a concrete wheel stop; and~~
- ~~7. Each handicap accessible parking space shall be paved and located along an ADA-compliant accessible route.~~

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#### **4.7.3 Public Sidewalk**

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- H. In single-family residential subdivisions, a public sidewalk shall be required on both sides of arterial and collector streets but only on one side of all other streets. Where sidewalks are designed, a strip of vegetated section shall be

installed between the backside of curb and sidewalk, for the length of the sidewalk at a minimum of 18" inches wide.

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**8.5 Defined Terms**

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Parking kiosk: An electronic, freestanding device used to conduct or assist with financial transactions for paid parking within a site.

Parking Garage: An off-street, enclosed garage structure that provides temporary storage for motor vehicles.

Parking stall barriers: A mechanical device installed to allow or prevent vehicles from entering parking spaces.

SIGNATURE OF MAYOR:

\_\_\_\_\_  
Paul Shewmaker

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ashley Clark  
City Clerk

\_\_\_\_\_  
Daniel Hughes  
City Attorney

FIRST READING: October 10, 2023  
SECOND READING: November 14, 2023



**AN ORDINANCE**

**AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF SIMPSONVILLE TO UPDATE  
THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.**

**WHEREAS**, the City of Simpsonville (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

**WHEREAS**, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-07 on October 12, 2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

**WHEREAS**, the City Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Simpsonville, as follows:

**SECTION 1. Amendments to Appendix A.** Appendix A to the Current Business License Ordinance, the "Business License Rate Schedule," is hereby amended as follows:

- (a) Class 8.3 is hereby amended by deleting the NAICS Codes and replacing them with NAICS 517111, 517112, 517122 – Telephone Companies.
- (b) Class 8.6 is hereby amended and restated in its entirety to read as follows: "**8.6 NAICS Code Varies – Billiard or Pool Tables**. A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that."
- (c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to

apply and pay for a business license in their natural class.

**SECTION 2. Amendments to Appendix B.** Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.
- (c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

**SECTION 3. Repealer, Effective Date.** All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

**ENACTED IN REGULAR MEETING**, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

First reading: \_\_\_\_\_

Final reading: \_\_\_\_\_

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the  
Current Business License Ordinance**

**APPENDIX B**

**Classes 1 – 8: Business License Class Schedule by NAICS Codes**

<b>NAICS Sector/Subsector</b>	<b>Industry Sector</b>	<b>Class</b>
<b>11</b>	Agriculture, forestry, hunting and fishing	1
<b>21</b>	Mining	2
<b>22</b>	Utilities	1
<b>31 - 33</b>	Manufacturing	3
<b>42</b>	Wholesale trade	1
<b>44 - 45</b>	Retail trade	1
<b>48 - 49</b>	Transportation and warehousing	1
<b>51</b>	Information	4
<b>52</b>	Finance and insurance	7
<b>53</b>	Real estate and rental and leasing	7
<b>54</b>	Professional, scientific, and technical services	5
<b>55</b>	Management of companies	7
<b>56</b>	Administrative and support and waste management and remediation services	3
<b>61</b>	Educational services	3
<b>62</b>	Health care and social assistance	4
<b>71</b>	Arts, entertainment, and recreation	3
<b>721</b>	Accommodation	1
<b>722</b>	Food services and drinking places	2
<b>81</b>	Other services	4
<b>Class 8</b>	<b>Subclasses</b>	
<b>23</b>	Construction	8.1
<b>482</b>	Rail Transportation	8.2
<b>517111</b>	Wired Telecommunications Carriers	8.3
<b>517112</b>	Wireless Telecommunications Carriers (except Satellite)	8.3
<b>517122</b>	Agents for Wireless Telecommunications Services	8.3
<b>5241</b>	Insurance Carriers	8.4
<b>5242</b>	Insurance Brokers for non-admitted Insurance Carriers	8.4
<b>713120</b>	Amusement Parks and Arcades	8.51
<b>713290</b>	Nonpayout Amusement Machines	8.52
<b>713990</b>	All Other Amusement and Recreational Industries ( pool tables)	8.6
<b>Class 9</b>	<b>Optional Subclasses</b>	
<b>4411</b>	Automobile Dealers	9.30
<b>4412</b>	Other Motor Vehicle Dealers	9.30
<b>31</b>	Manufacturing	9.80
<b>32</b>	Manufacturing	9.80
<b>33</b>	Manufacturing	9.80

*2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.*

**CITY OF SIMPSONVILLE, SOUTH CAROLINA**

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**TITLE: ORDINANCE NO. TX-2023-03. AN ORDINANCE CONTAINING VARIOUS REFINEMENTS TO THE SIMPSONVILLE ZONING ORDINANCE.**

BASIS FOR THE ORDINANCE: TITLE 6, CHAPTER 29, SOUTH CAROLINA CODE OF LAWS

ENACTING CLAUSE: NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA

CITATION OF ORDINANCE REPEALED: None

PROVISION OF ORDINANCE: See provision of ordinance below.

SECTION NUMBERS: See below.

EFFECTIVE DATE OF ORDINANCE: Upon final approval by Council after second reading and signing by the Mayor.

NAME OF PERSON REQUESTING INTRODUCTION OF ORDINANCE: Planning Director, Jason Knudsen.

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**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, AS FOLLOWS:**

*NOTE: Language in section 1 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and \*\*\* represents sections of the Zoning Ordinance that have been skipped and remain unchanged.*

**SECTION 1.** That the City of Simpsonville Zoning Ordinance is hereby amended as follows:

**Article 2 Zoning Districts**

**2.1 Establishment of Districts**

**2.1.1 Zoning Districts**

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**Overlay Districts**

DO-	Design Overlay
TC	—Town Center District
DO-	Design Overlay
VC	—Village Commerce District
<b><u>DO-E</u></b>	<b><u>Design Overlay</u></b>
	—Entertainment District

\*\*\*

**2.14 DO-E, Design Overlay – Entertainment District**

**2.14.1 Purpose**

The location of the DO-E, Design Overlay – Entertainment District is the entirety of South Main Street, including fronting properties, between West Curtis and Trade Streets.

It is the intent of this overlay district to ensure, insofar as possible, flexibility in design to support South Main Street as a festival street. Festival streets are designed to be temporarily closed for the purpose of pedestrian-oriented special activities. Activities may include, but are not limited to, music, dance performances, art shows/displays, games or other community events and celebrations.

Unless specified herein, the standards for the B-U, Business—Urban District and DO-TC, Design Overlay—Town Center District shall apply to development within this district.

**2.14.2 Site Design**

**A. Parking Design**

In lieu of curbs and wheel stops, the Planning Director may permit for alternative design that promotes pedestrian safety and ADA accessibility.

**2.14.3 Architectural Design**

**A. Building Façade**

The City Administrator, or designee, may permit elements that promote the purpose of the Design Overlay – Entertainment District.

SIGNATURE OF MAYOR:

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Paul Shewmaker

ATTEST:

APPROVED AS TO FORM:

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Ashley Clark  
City Clerk

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Daniel Hughes  
City Attorney

FIRST READING: October 10, 2023  
SECOND READING: November 14, 2023

**INTERGOVERNMENTAL AGREEMENT  
REGARDING SEWER SERVICE AND ANNEXATION**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING SEWER SERVICE AND ANNEXATION (the “Annexation Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between **THE CITY OF SIMPSONVILLE, SOUTH CAROLINA**, a municipal corporation existing under the laws of the State of South Carolina (the “City”) and **METROPOLITAN SEWER SUBDISTRICT**, a special purpose district, organized and existing under the laws of the State of South Carolina (“Metropolitan”).

**RECITALS:**

A. Metropolitan owns the Metropolitan System (as defined below) providing sanitary sewer collection service within the Metropolitan Boundaries (as defined below), as established pursuant to Act No. 687 of 1969, as amended, as subsequently adjusted pursuant to South Carolina law (the “Enabling Act”). In connection with its operations, Metropolitan issued its Sewer System Revenue Bond, Series 2019 (the “2019 Bond”), dated December 17, 2019, that is guaranteed by the United States Department of Agriculture, Rural Development and secured by a pledge of and lien upon the revenues of the System. In connection with the 2019 Bond, Metropolitan is subject to the rights and protections under 7 U.S.C. § 1926(b), which prevent any curtailment of the Metropolitan service territory due to annexation.

B. The City has periodically annexed certain properties within the Metropolitan Boundaries to which Metropolitan is authorized to provide Metropolitan Services under the Enabling Legislation. The City and Metropolitan have not previously entered into a plan pursuant to Sections 5-3-310 through 5-3-315 of the Code of Laws of South Carolina 1976, as amended (the “Annexation Statutes”), which is required in order for the City to displace Metropolitan as the sanitary sewer collection service provider within the Metropolitan Boundaries and remove such properties from the Metropolitan Boundaries.

C. In an effort to highlight Metropolitan’s position with respect to municipalities annexing properties within the Metropolitan Boundaries, Metropolitan has adopted a Policy for Municipal Annexations and the Transfer of Service Rights (the “Annexation Policy”) under which Metropolitan has established conditions under which annexed properties will be served by the Metropolitan System or served by the applicable municipal sewer system.

D. In connection with the Annexation Policy and recognizing Metropolitan’s rights and protections under 7 U.S.C. § 1926(b), Metropolitan and the City desire to enter into this Annexation Agreement to establish a clear understanding regarding the provision of sanitary sewer collection services to properties within the Metropolitan Boundaries that are annexed into the corporate limits of the City.

**NOW, THEREFORE**, and in consideration of the premises set forth in the recitals above, and the mutual covenants and obligations contained herein, the receipt and sufficiency of which



are hereby acknowledged, the City and Metropolitan agree as follows:

**1. Definitions.** In addition to any words and terms elsewhere defined in this Annexation Agreement, the following words and terms as used in this Annexation Agreement shall have the following meanings unless some other meaning is plainly intended:

“Transfer Acknowledgement” means the form of acknowledgement attached hereto as **Exhibit “A”** which shall be executed by Metropolitan for all City Transfer Customers (as defined below) to serve as written acknowledgement of the transfer of sewer service rights for such City Transfer Customer from Metropolitan to the City.

“Annexed Property” means any Greenville County Property that is located within the Metropolitan Boundaries and is annexed into the City Limits after the Effective Date.

“City Limits” means the corporate boundaries of the City, as they may be expanded through annexation or otherwise over time.

“City System” means the system of Sanitary Sewer Collection Lines and appurtenances connected thereto that are owned and operated by the City, which shall include those Sanitary Sewer Collection Lines and appurtenances existing as of the Effective Date of this Annexation Agreement and those installed, constructed, modified, improved, or replaced thereafter.

“City Transfer Customer” means any Annexed Property that is unserved by both the City and Metropolitan prior to such annexation that will connect to the City System after the annexation pursuant to the provisions of Section 2 below.

“Metropolitan Boundaries” means the area in which Metropolitan is authorized to provide the Metropolitan Services pursuant to the Enabling Legislation, as such area may have been modified or may be further modified from time to time in accordance with South Carolina law.

“Metropolitan Customer” means any Greenville County property that receives Sewer Service from Metropolitan or is located within the current, future or former boundaries of Metropolitan.

“Metropolitan Policies” means those policies, procedures, practices, standards, capacity requirements, permitting procedures, regulations, and other requirements for connection to the Metropolitan System or the provision of Metropolitan Service, as adopted by Metropolitan and as they may be supplemented or amended from time to time.

“Metropolitan Service” means the collection of sewage and the transmission by and through the Metropolitan System to the ReWa System.

“Metropolitan System” means the system of Sanitary Sewer Collection Lines and appurtenances connected thereto that are owned and operated by Metropolitan, which shall include those Sanitary Sewer Collection Lines and appurtenances existing as of the Effective Date of this Annexation Agreement and those installed, constructed, modified, improved, or replaced thereafter.

“Metropolitan User Charge” means, as for each Metropolitan Customer, a monthly fixed service charge and volumetric flow charge based on water consumption in the amount equal to the charge that would be applicable to such Metropolitan Customer based upon the schedule of Metropolitan User Charges established by Metropolitan from time to time.

“ReWa System” means the system of Sanitary Sewer Collection Trunk Lines and appurtenances thereto that are owned and operated by Renewable Water Resources, or any successor entity.

“Sanitary Sewer Collection Line” means any lateral or collection line used for the purposes of collecting and transmitting sanitary sewage.

“Sewer Service” means the collection of sewage and the transmission by and through the Metropolitan System or the City System, as applicable, to the ReWa System.

**2. Determination of Sewer Service Provider.** In order to avoid delaying the development of property while issues concerning sewer service rights are resolved, as soon as possible after the City determines to annex any property located within the Metropolitan Boundaries, the City shall provide Metropolitan with written notice of the proposed annexation ordinance. Metropolitan and the City shall thereafter determine which entity shall provide Sewer Service to the subject property, which determination shall be made based upon the following factors: (i) if customers located on the subject property are then currently provided with Sewer Service by the City, the City shall continue to be the Sewer Service provider; (ii) if customers located on the subject property are then currently provided with Sewer Service by Metropolitan, Metropolitan shall continue to be the Sewer Service provider; (iii) if the subject property is then unserved by the City or Metropolitan and, through the application of best engineering practices and the lowest cost to connect such property to Sanitary Sewer Collection Lines, the Sanitary Sewer Collection Line serving the subject property would connect directly to the City System, the City may elect to provide Sewer Service to the subject property; and (iv) in all other instances Metropolitan may elect to provide Sewer Service to the subject property pursuant to the Metropolitan Policies. The parties acknowledge and agree that the determination of the Sewer Service provider for any property proposed to be annexed by the City shall be determined prior to any annexation. If either the City or Metropolitan declines in writing to provide Sewer Service to any property pursuant to clauses (iii) or (iv) of the preceding sentence, respectively, the other party may elect to provide Sewer Service to such property. In no case shall any provision of this Annexation Agreement be construed as creating an obligation of either party to provide Sewer Service to any property or customer.

**3. Transfer Acknowledgement for City Transfer Customers.** Upon the determination that an Annexed Property shall be a City Transfer Customer pursuant to Section 2 above, Metropolitan shall provide the City a written acknowledgment to document the transfer the sewer service rights for such City Transfer Customer from Metropolitan to the City (the “Transfer Acknowledgement”). The form of Transfer Acknowledgment is attached hereto as **Exhibit A**.

**4. Standards for New Connections and Development within Annexed Areas.** The City hereby acknowledges and agrees that all new connections and development for property annexed into the City that will receive Sewer Service from Metropolitan shall be subject to the then current Metropolitan Policies. In connection therewith, City shall not issue any sewer connection permits for property that will connect to the Metropolitan System. The City will adopt appropriate procedures to prevent the issuance of any such sewer connection permits.

**5. Default and Dispute Resolution.** In the event either party determines the other party has failed to comply with the terms and conditions of this Annexation Agreement, such party shall provide written notice on non-compliance to the other party providing with reasonable specificity the facts which show non-compliance. The party on notice shall have thirty (30) days within which to (i) identify, in writing, the course of action it shall take to come into compliance and the time period within which such course of action shall be executed, or (ii) refute with reasonable specificity the noticing party's statement on non-compliance. The noticing party shall then have thirty (30) days within which to accept the response or to engage the party on notice in negotiation. By mutual written consent the parties may extend the time period for negotiation or consideration of such matter. The resolution of any such matter in dispute shall be memorialized in writing by the parties. In the event that the parties are not able, pursuant to this Section 4, to arrive at a mutually agreeable resolution to any matter in dispute within time provided for therein, or any mutually agreed upon extension thereof, either party may invoke this provision of mandatory mediation by delivering written notice to that effect to the other party by certified mail or hand delivery supported by affidavit of the delivering person. The parties shall mutually agree upon a mediator or, in the event the parties are unable to mutually agree upon a mediator, request the Administrative Judge for the Court of Common Pleas of Greenville County to make such a selection. The mediator shall convene a mediation session within fifteen days of the selection, or as soon thereafter as the mediator determines to be feasible and without undue delay. Any agreed upon resolution or method of compliance shall be reduced to writing and signed by the authorized officer of each party. Each party will pay one-half of the mediator's fee. In the event that the parties are unable to reach a mutually agreeable resolution through mediation, either party may seek any remedy available to such party, in law or equity, by filing an action in the Court of Common Pleas of Greenville County.

**6. Service Calls.** In the event that the City receives any service call related to a Metropolitan Customer or any portion of the Metropolitan System, the City shall immediately refer the caller to Metropolitan. Metropolitan shall respond to such call in the normal course of business. In the event that the Metropolitan System receives any service call related to a City customer or any portion of the City, the Metropolitan system shall immediately refer the caller to the City. The City shall respond to such call in the normal course of business.

**7. Good Operating Condition of Sanitary Sewer Collection Lines.** Metropolitan agrees to maintain the portions of the Metropolitan System located within the City Limits in good operating condition in accordance with engineering standards generally used within the sewer

utility industry and in compliance with all appropriate regulatory agencies, including but not limited to, SCDHEC and the United States Environmental Protection Agency.

**8. Recitals Pursuant to the Annexation Statutes.**

(a) The provisions of this Annexation Agreement do not require the divestment by the City or Metropolitan of any asset, including any portion of the City System or the Metropolitan System, respectively.

(b) The parties acknowledge and agree that Metropolitan will not experience any loss of the revenues of the Metropolitan System by virtue of the City providing Sewer Service to the City Parcels, and therefore no payments are required pursuant to Section 5-3-312(3) of the Annexation Statutes. The parties further acknowledge and agree that Metropolitan will not experience any loss of the revenues of the Metropolitan System through the application of the factors set forth at Section 2 of this Annexation Agreement to determine the Sewer Service provider of any property to be annexed by the City, and therefore the parties do not anticipate that any payments pursuant to Section 5-3-312 of the Annexation Statutes will be required going forward.

(c) This Annexation Agreement does not contemplate the disconnection or reintegration of any portion of the Metropolitan System, therefore, the City has no responsibility pursuant to Section 5-3-312(4) of the Annexation Statutes to bear the cost of any such disconnection or reintegration.

(d) Metropolitan hereby represents that the provisions of this Annexation Agreement do not impair the rights of its bondholders; do not impair the statutory liens of bondholders on the Metropolitan System pursuant to Section 6-21-300 of the Code of Laws of South Carolina 1976, as amended; will not cause the acceleration of the requirement to repay any of its bonded indebtedness; and will not violate the conditions of any of its grants.

(e) The City hereby represents that the provisions of this Annexation Agreement do not impair the rights of its bondholders; do not impair the statutory liens of bondholders on the City System pursuant to Section 6-21-300 of the Code of Laws of South Carolina 1976, as amended; will not cause the acceleration of the requirement to repay any of its bonded indebtedness; and will not violate the conditions of any of its grants.

(f) The parties acknowledge and agree that the provisions of this Annexation Agreement will not require that the residents in the annexed area be taxed or assessed by both the City and Metropolitan for the provision of Sewer Service.

**9. Term.** The term of this Annexation Agreement shall commence as of the Effective Date and shall expire upon the date of the maturity, or redemption prior to maturity, of the Series 2019 Bond.

**10. Authorization.** Each of the parties hereto hereby represents and warrants that all appropriate action has been taken by their respective governing bodies to authorize the execution

of and the performance of the obligations set forth in this Annexation Agreement and that the persons executing this Annexation Agreement on behalf of each party has been duly authorized to do so.

**11. Third-Party Beneficiaries.** This Annexation Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties and their respective successors and assigns. There shall be no third-party beneficiaries of this Annexation Agreement.

**12. Entire Agreement and Modification.** This Annexation Agreement constitutes the entire agreement between the parties. All prior representations and discussions have been merged into this document and no provision shall survive the execution of the Annexation Agreement unless it is contained herein. This Annexation Agreement may not be amended except in a writing with a document signed by both parties and with a formality of execution the same as this Annexation Agreement.

**13. Severability.** In the event any provision of this Annexation Agreement, or the actions taken to adopt this Annexation Agreement, are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14. Counterparts.** This Annexation Agreement may be signed in counterparts by any one or more of the parties or signatories hereto, and each such counterpart shall be deemed an original and part of a single instrument for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, Metropolitan Sewer Subdistrict has caused this Annexation Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**METROPOLITAN SEWER  
SUBDISTRICT d/b/a  
METROCONNECTS**

By: \_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
Secretary, Board of Commissioners

**IN WITNESS WHEREOF**, the City of Simpsonville has caused this Annexation Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**CITY OF SIMPSONVILLE, SOUTH  
CAROLINA**

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
Clerk to City Council

**EXHIBIT A**

**TRANSFER ACKNOWLEDGMENT**

**(Pursuant to S.C. Code § 5-3-310 *et seq.*)**

This **TRANSFER ACKNOWLEDGMENT** (“*Transfer Acknowledgment*”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “*Effective Date*”), by **METROPOLITAN SEWER SUBDISTRICT (d/b/a MetroConnects)** (“*Metropolitan*”), a special purpose district, organized and existing under the laws of the State of South Carolina (the “*State*”), to the City of Simpsonville, South Carolina (the “*City*”), a municipality and political subdivision of the State.

**RECITALS**

1. Metropolitan was established pursuant to Act No. 687 of 1969, as amended (the “*Enabling Act*”) and is authorized to provide sewer collection service (“*Sewer Service*”) to properties located within the boundaries of Metropolitan, as established pursuant to the Enabling Act and as subsequently adjusted pursuant to State law (the “*Metropolitan Boundaries*”).

2. Metropolitan and the City have entered into that certain Annexation Agreement dated \_\_\_\_\_, 2023 to establish a clear understanding regarding the provision of sanitary sewer collection services to properties within the Metropolitan Boundaries that are annexed into the corporate limits of the City (the “*Annexation Agreement*”).

3. The City has annexed certain property within the Metropolitan Boundaries (as more specifically defined in Section 1, the “*Subject Property*”). Pursuant to the terms of the Annexation Agreement, the City and Metropolitan have mutually determined that the Subject Property will connect to the City’s network of sanitary sewer collection lines (the “*City System*”), and the City desires to provide Sewer Service to the Subject Property.

5. As contemplated by the Annexation Agreement, Metropolitan is entering into the Parties desire to enter into this Transfer Acknowledgment to document the transfer of the right to provide Sewer Service to the Subject Property from Metropolitan to the City.

**NOW, THEREFORE**, and in accordance with the authorization provided by the Annexation Statutes, Metropolitan hereby executes the Acknowledgment as follows:

**Section 1 Subject Property.** The City has annexed that certain property described as follows (the “*Subject Property*”), and as shown on the map attached to this Annexation Plan as **Exhibit A**:

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[Description of Subject Property/Tax Map Number/Address]

**Section 2 Transfer of Service Rights.** Metropolitan and the City have mutually determined that it is appropriate to transfer the right to provide Sewer Service to the Subject Property from Metropolitan to the City in accordance with the Annexation Statutes. As of the Effective Date, the rights to provide Sewer Service to the Subject Property are hereby transferred from Metropolitan to the City.



**Section 3 Service to New Customers on Subject Property.** All new connections and development located on the Subject Property shall connect to the City System and shall be Sewer Service customers of the City. To the extent that privately-constructed sewer infrastructure is required in connection with the development of the Subject Property, such sewer infrastructure shall be constructed in accordance with the policies and procedures of the City and will be dedicated to the City in accordance therewith. Any required downstream upgrades to the existing sewer system's infrastructure serving the Subject Property shall not be Metropolitan's responsibility.

**Section 4 Modification of Metropolitan's Boundaries.** Pursuant to Sections 5-3-310 through 5-3-315 of the Code of Laws of South Carolina 1976, as amended (the "*Annexation Statutes*"), the Metropolitan Boundaries are hereby modified to exclude the Subject Property therefrom, and the Metropolitan Boundaries shall otherwise be unchanged. Metropolitan shall take such action as may be necessary to change its internal records and mapping to modify the Metropolitan Boundaries to exclude the Subject Property. Pursuant to Section 5-3-313 of the Annexation Statutes, Metropolitan shall deliver copies of this Annexation Plan to the Auditor and Treasurer of Greenville County who shall take such action as may be necessary to modify the Metropolitan Boundaries to exclude the Subject Property.

**IN WITNESS WHEREOF**, Metropolitan has caused this Transfer Acknowledgment to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**METROPOLITAN SEWER SUBDISTRICT  
d/b/a METROCONNECTS**

By: \_\_\_\_\_  
General Manager

ATTEST:

\_\_\_\_\_  
Secretary, Board of Commissioners

**Exhibit A**

**Map of Subject Property**