

CITY OF SIMPSONVILLE: CITY COUNCIL BUSINESS MEETING
— AGENDA —

Council Chambers, Simpsonville City Hall | Feb. 10, 2026 | 6 p.m.

1. CALL TO ORDER

Presiding Officer: Paul Shewmaker, Mayor

2. ROLL CALL

Recorder: Ashley Clark, Clerk of Council

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES:

Jan. 13, 2026

5. CITIZEN COMMENTS

(Code of Ordinances: Chapter 2, Article II, Division 2, Sec. 2-69.b.1) Citizens of the City or others who have standing in the City, such as business owners, shall be entitled to appear before council at regular meetings. Such persons may speak regarding matters that are within the jurisdiction of the City, except for personnel matters. At least 10 minutes prior to the time the meeting is scheduled to commence, such person wishing to appear before council must place his or her name, address, and topic to be addressed on the public comments sign-up list maintained by the City Clerk. Individual comments shall be limited to three minutes.

6. BUSINESS

A. First Reading, Ordinance O-2026-01, Proposed ordinance for the issuance and sale of City of Simpsonville, South Carolina Sewer System Revenue Refunding Bond, Series 2026 not exceeding six-million seven-hundred fifty-thousand dollars (\$6,750,000.00) and other matters relating thereto

Tee Coker, City Administrator

B. Approval of Welcome Center Budget

Tee Coker, City Administrator

C. Approval of Accommodations Tax Advisory Committee Recommendations

Maria Tooley, Finance Director

D. Resolution R-2026-01, Heritage Park Amphitheatre Management Contract

Tee Coker, City Administrator

E. Resolution R-2026-02, to Form a New Park and Budget for Development

Paul Shewmaker, Mayor

F. Resolution R-2026-03, for Parks Acquisition and Funding Structure Exploration

Paul Shewmaker, Mayor

G. Resolution R-2026-04, Citizens Academy

Sherry Roche, Councilmember Ward IV

H. Resolution R-2026-05, Reopening of Hunter Street to Through Traffic

Chad O'Rear, Councilmember Ward I

7. ADJOURNMENT



PLEASE NOTE CITY COUNCIL MEETING AGENDAS ARE ACCURATE AS OF THE FRIDAY PRIOR TO THE MEETING BUT IS SUBJECT TO CHANGE UP TO TWENTY-FOUR (24) HOURS PRIOR TO THE MEETING. PLEASE CONTACT SIMPSONVILLE CITY HALL THE DAY OF THE MEETING FOR AN UP-TO-DATE AGENDA AT 864-967-9526.

**CITY OF SIMPSONVILLE: CITY COUNCIL BUSINESS MEETING
— MINUTES —**

Council Chambers, Simpsonville City Hall | Jan. 13, 2026 | 6 p.m.

1. CALL TO ORDER

Presiding Officer: Paul Shewmaker, Mayor

2. ROLL CALL

<u>Councilmember</u>	<u>Present</u>	<u>Absent</u>
Ward 1 – Chad O’Rear	✓	
Ward 2 – Aaron Rupe	✓	
Ward 3 – Shannon Williams	✓	
Ward 4 – Sherry Roche	✓	
Ward 5 – Tim Pinkerton	✓	
Ward 6 – Jerry Tusso	✓	
Mayor Paul Shewmaker	✓	



3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

Marine Helou-Allen Executive from RIZE Prevention, Inc. presented on RIZE
Erin Bouchillon presented on the growing feral cat population
Jeff Hilderbran presented on the Downtown Project

5. APPROVAL OF MINUTES

Minutes from the Business Meeting on Dec. 9, 2025 were approved with proposed correction by Councilmember O’Rear of Howard Lents to Howard Lentz

6. CITIZEN COMMENTS:

Geneva Lawrence, Brianne Shaffer and Kim Johnson all voiced concerns about feral cats; Jeff Rogers, Shaun Phillips, and Chelsea Vargas all voiced concerns about Hunter Road

7. BUSINESS ITEMS

A. 2nd Reading of Ordinance O-2025-13, Trespass Enforcement Authorization Program

Motion by Councilmember Pinkerton, with a second by Councilmember Roche to approve 2nd Reading of Ordinance O-2025-13, Trespass Enforcement Authorization. Y-7 N-0. Motion carried.

B. Election of Mayor Pro Tempore

Motion by Councilmember Williams with a second by Mayor Shewmaker to nominate Councilmember Sherry Roche for Mayor Pro Tempore.

Motion by Councilmember Pinkerton with a second by Councilmember O’Rear to nominate Councilmember Aaron Rupe for Mayor Pro Tempore.

Councilmember Sherry Roche received three votes.

Councilmember Aaron Rupe received four votes and therefore elected Mayor Pro Tempore

8. ADJOURNMENT

Mayor Shewmaker adjourned the meeting without objection at 6:59 p.m.

ORDINANCE NO. 2026-01

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING SIX MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$6,750,000) CITY OF SIMPSONVILLE, SOUTH CAROLINA SEWER SYSTEM REVENUE REFUNDING BOND, SERIES 2026 AND OTHER MATTERS RELATING THERETO.

**SERIES ORDINANCE
Enacted March 10, 2026**

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Exhibit A – Form of Bond

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Recitals and Statement of Purpose

As an incident to the enactment of this Ordinance (the “*Ordinance*”) and the issuance of the bonds provided for herein, the City Council of the City of Simpsonville (the “*City Council*”), the governing body of the City of Simpsonville, South Carolina (the “*City*”), finds that the facts set forth in this **Article I** exist, and the following statements are in all respects true and correct.

(a) The City has made general provision for the issuance from time to time of Sewer System Revenue Bonds (the “*Bonds*”) of the City through the enactment of an ordinance entitled “**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SEWER SYSTEM REVENUE BONDS OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO**” (the “*Bond Ordinance*”) on October 11, 2016.

(b) It is provided in and by the Bond Ordinance that, upon enactment of a “Series Ordinance” there may be issued one or more series of Bonds for the purpose of obtaining funds for the expansion, improvement, repair and replacement of the sewer system of the City (the “*System*”); providing funds for the payment of any bond anticipation note or notes that may have been issued in anticipation of the issuance and sale of Bonds; refunding Bonds or other obligations issued to provide land or facilities that are or are to become a part of the System or that are or were payable in whole or in part from revenues of the System, including any redemption premium related thereto; providing funds for the payment due of interest on such Bonds; funding a debt service reserve fund, if any, established for the benefit of the Holders of a particular Series of Bonds or restoring such funds to their required funding level; and paying the cost of issuance of Bonds, including the cost of any credit enhancement therefor.

(c) Pursuant to the Bond Ordinance, the City previously issued its \$10,270,000 Sewer System Revenue Bonds, Series 2016, dated November 15, 2016 (the “*Series 2016 Bonds*”), which were used to defray the cost of various improvements to the System including (a) flow metering, smoke testing and manhole inspection of portions of the System to determine inflow and infiltration of stormwater into the System; (b) rehabilitation, repair and/or replacement of sewer lines and manholes; (c) lining of sewer lines as needed with cured in place pipe; and (d) various other capital improvements to the System.

(d) The City Council has determined that it is in the best interests of the customers of the City to currently refund all or a portion of the Series 2016 Bonds (the “*Refunded Bonds*”) and to finance related issuance costs (collectively, the “*Undertaking*”).

(e) By reason of the foregoing, the City has determined to enact this ordinance as a “Series Ordinance” in accordance with the terms and provisions of the Bond Ordinance in order to effect the issuance of the bond described herein for the purpose of financing the Undertaking.

[End of Article I]

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions

(a) Except as provided in subsection (b) below, all terms which are defined in Section 2.02 of the Bond Ordinance shall have the same meanings in this 2026 Series Ordinance as such terms are prescribed to have in the Bond Ordinance.

(b) As used in this 2026 Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Bond Ordinance” shall mean the Ordinance entitled “AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SEWER SYSTEM REVENUE BONDS OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO” enacted October 11, 2016, by the City Council.

“Interest Payment Date” shall mean, with respect to the Series 2026 Bond, April 1 or October 1 or any other dates selected by the City Administrator, until the principal of the Series 2026 Bond has been paid in full.

“Series 2026 Bond” shall mean the not exceeding \$6,750,000 City of Simpsonville, South Carolina Sewer System Revenue Refunding Bond, Series 2026 authorized by this 2026 Series Ordinance.

“Trustee,” “Registrar” and “Paying Agent” shall mean U.S. Bank Trust Company, National Association and its successors and assigns.

“2026 Debt Service Fund” shall mean the Fund established pursuant to **Section 4.06** hereof to provide for the payment of the principal of and interest on the Bond.

“2026 Series Ordinance” shall mean this Ordinance.

Section 2.01 Authority for this 2026 Series Ordinance

This 2026 Series Ordinance is enacted pursuant to the provisions of the Bond Ordinance.

[End of Article II]

ARTICLE III

USEFUL LIFE

Section 3.01 Determination of the Useful Life of the System

The period of usefulness of the System is hereby determined to be not less than forty (40) years from the date hereof.

[End of Article III]

ARTICLE IV

AUTHORIZATION AND TERMS OF THE SERIES 2026 BOND

Section 4.01 Principal Amount and Designation of Series 2026 Bond

Pursuant to the provisions of the Enabling Act and the Bond Ordinance, a single Bond of the City designated as “City of Simpsonville, South Carolina Sewer System Revenue Refunding Bond, Series 2026” (or other appropriate annual series designation), in an aggregate principal amount not to exceed Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000), entitled to the benefits, protection and security of the provisions of the Bond Ordinance is hereby authorized for the purposes set forth below in **Section 4.02**.

Section 4.02 Purposes of Series 2026 Bond

The Series 2026 Bond is authorized for the purposes of financing the Undertaking.

Section 4.03 Date, Interest Rate, Maturity and Redemption of the Series 2026 Bond

The Date of Issue of the Series 2026 Bond shall be the date of its delivery. The Series 2026 Bond shall be issued as a single fully-registered Bond in the denomination of \$6,750,000 or such lesser amount as is actually issued, shall bear interest at a net interest rate not to exceed 4.5% per annum (calculated on the basis of a 360-day year of twelve 30-day months) and payable as to interest semiannually on each Interest Payment Date. Principal of the Series 2026 Bond will be payable in annual installments on the date and in the years and principal amount as determined by the City Administrator provided that the final maturity date shall not be later than April 1, 2037.

The Series 2026 Bond shall be subject to redemption prior to maturity on such terms as agreed to by the City Administrator, upon advice of the City’s Municipal Advisor, and the purchaser thereof as may be outline in such purchaser’s commitment letter or term sheet. There is no Reserve Requirement for the Series 2026 Bond.

Section 4.04 Authentication and Payment of Principal and Interest of Series 2026 Bond

The Series 2026 Bond shall be authenticated by the Registrar (as identified below) on such date as the same shall be delivered. The principal of and interest on the Series 2026 Bond shall be paid by check or draft mailed from the office of the Trustee to the person in whose name the Bond is registered at the close of business on the Record Date, and presentment of the Series 2026 Bond for payment shall not be required except for the final payment of principal and interest thereon.

Section 4.05 Appointment of Trustee, Registrar and Paying Agent

U.S. Bank Trust Company, National Association is hereby appointed as the Trustee, Registrar and Paying Agent of the Series 2026 Bond. The Series 2026 Bond shall be presented for registration of transfers and exchanges as provided in the Bond Ordinance, and notices and demands in respect of the Series 2026 Bond may be served upon the Registrar.

Section 4.06 Establishment of 2026 Debt Service Fund

In accordance with the Bond Ordinance, the 2026 Debt Service Fund is hereby directed to be established with the Trustee on the date of original delivery of the Series 2026 Bond for the benefit of the

Holder of the Series 2026 Bond. Payments to and from the 2026 Debt Service Fund shall be made in accordance with the provisions of Articles VII and VIII of the Bond Ordinance.

Section 4.07 Form of Series 2026 Bond

The Series 2026 Bond together with the Certificate of Authentication and Assignment to appear thereon, are to be in substantially the form attached hereto as *Exhibit A*, with necessary and appropriate variations, omissions and insertions as permitted or required by the Bond Ordinance or this 2026 Series Ordinance. The Series 2026 Bond shall be numbered R-1.

[End of Article IV]

ARTICLE V

EXECUTION OF BOND; NO RECOURSE

Section 5.01 Execution

The Series 2026 Bond shall be executed by the Mayor or the City Administrator and attested by the City Clerk and authenticated in accordance with the applicable provisions of the Bond Ordinance.

Section 5.02 No Recourse

All covenants, stipulations, promises, agreements and obligations of the City contained in the Bond Ordinance or in this 2026 Series Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not those of any officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2026 Bond or for any claim based thereon or on the Bond Ordinance or on this 2026 Series Ordinance, either jointly or severally, against any officer or employee of the City or any person executing the Series 2026 Bond.

[End of Article V]

ARTICLE VI

APPLICATION OF THE SERIES 2026 BOND PROCEEDS

Section 6.01 Use and Disposition of Series 2026 Bond Proceeds

Upon the delivery of the Series 2026 Bond and receipt of the proceeds thereof, such proceeds shall be disposed of as follows:

(a) a portion of the Series 2026 Bond proceeds, along with moneys which may be contributed by the City, which will equal the amount necessary to currently refund all or a portion of the Refunded Bonds and interest accrued thereon, shall be deposited with U.S. Bank Trust Company, National Association, the trustee for the Refunded Bond, to be wired immediately to the Holders thereof, to currently refund all or a portion of the Refunded Bonds on the date of closing of the Series 2026 Bond;

(b) the remaining sums shall be deposited into an account maintained by the City to be utilized to pay costs of issuance of the Series 2026 Bond; and

(c) any proceeds remaining after financing the Undertaking may be deposited in the 2026 Debt Service Fund for payment of principal of and interest on the Series 2026 Bond.

[End of Article VI]

ARTICLE VII

SALE AND AWARD OF SERIES 2026 BOND

Section 7.01 Sale and Award of Series 2026 Bond

The City Administrator is hereby authorized (i) to distribute a request for proposals to one or more financial institutions, (ii) to determine the final principal amount and maturity date of the Series 2026 Bond and (iii) to accept the proposal from such financial institution that provides the best overall deal to the City, provided that the aggregate principal amount does not exceed \$6,750,000, the interest rate does not exceed 4.5% and the final maturity does not extend beyond April 1, 2037, without further action required of the City Council. The City Administrator, on behalf of the City, is hereby authorized to execute, if requested, the commitment letter or term sheet of the successful purchaser, which terms thereof are consistent herewith.

Section 7.02 Restricted Transfer

The Series 2026 Bond may be sold or transferred by the initial purchaser only to purchasers who execute an investment letter delivered to the City, in form satisfactory to the City, containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2026 Bond. Such restriction shall be set forth on the face of the Series 2026 Bond and shall be complied with by each transferee of the Series 2026 Bond. Written notice of such transfer will be provided to the Trustee by the Holder.

[End of Article VII]

ARTICLE VIII

COMPLIANCE WITH REQUIREMENTS OF THE CODE; BANK QUALIFICATION

Section 8.01 Compliance with the Code Generally

(a) The City will comply with all requirements of the Code in order to preserve the tax-exempt status of the Series 2026 Bond, including without limitation, the requirement to file an information report with the Internal Revenue Service and the requirement to comply with the provisions of Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations pertaining to the rebate of certain investment earnings on the proceeds of the Series 2026 Bond to the United States Government.

(b) The City further represents and covenants that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2026 Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder. Without limiting the generality of the foregoing, the City represents and covenants that:

(i) All property financed or refinanced by the net proceeds of the Series 2026 Bond will be owned by the City in accordance with the rules governing the ownership of property for federal income tax purposes.

(ii) The City shall not permit any facility financed or refinanced with the proceeds of the Series 2026 Bond to be used in any manner that would result in (i) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (ii) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(iii) The City is not a party to nor will it enter into any contracts with any person for the use or management of any facility financed or refinanced with the proceeds of the Series 2026 Bond that do not conform to the guidelines set forth in Revenue Procedure 2017-13, as amended or supplemented, of the Internal Revenue Service.

(iv) The City will not sell or lease any property financed or refinanced by the Series 2026 Bond to any person unless it obtains the opinion of Bond Counsel that such lease or sale will not affect the tax exemption of the Series 2026 Bond.

(v) The Series 2026 Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The City shall not enter into any leases or sales or service contracts with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Series 2026 Bond.

Section 8.02 Rebate

(a) In addition to the covenants contained in **Section 8.01** hereof, the City covenants that:

(i) It will comply with the provisions of Section 148(f) of the Code and applicable Treasury Regulations pertaining to the rebate of certain investment earnings on the proceeds of the Series 2026 Bond to the United States Government. In this connection, the City covenants to compute, on or before the dates required of it in Section 148(f) of the Code and the applicable Treasury Regulations, the rebateable amounts, if any, pertaining to the Series 2026 Bond and to pay to the United States Government in a timely fashion all amounts required to be so paid under said Section 148(f) of the Code and applicable Treasury Regulations with respect to the Series 2026 Bond. In this respect, the City will pay to the United States Government in the manner described in subparagraph (2) below an amount equal to the sum of:

(A) the excess of:

(1) The amount earned on all non-purpose investments (as defined in the Treasury Regulations) with respect to the Series 2026 Bond over

(2) The amount which would have been earned if such non purpose investments were invested at a rate equal to the yield (as defined in the Treasury Regulations) on the Series 2026 Bond, plus

(B) any income attributable to such excess.

(ii) Such payments shall be made to the United States Government, at the address prescribed in Section 148(f) of the Code and applicable Treasury Regulations, as follows:

(A) Not less frequently than once each five (5) years after the date of issuance of the Series 2026 Bond, an amount such that, together with prior amounts paid to the United States Government, the total paid to the United States Government is equal to ninety percent (90%) of the amount due as of the date of such payments, and

(B) Not later than sixty (60) days after the date on which the Series 2026 Bond has been paid in full, all of the amount due as of the date of payment.

(b) In connection with the above, the City Administrator is hereby authorized to make the necessary findings and elections to enable the City to elect to proceed with any spend down exemptions to rebate as may be permitted under said Section 148(f) of the Code and applicable Treasury Regulations as he shall determine in his discretion to be in the best interests of the City.

Section 8.03 Designation of Series 2026 Bond as Bank Qualified

The City reasonably expects that the aggregate principal amount of the Series 2026 Bond, together with the original principal amount of all other tax-exempt obligations of the City (other than obligations which are private activity bonds which are not qualified 501(c)(3) bonds as defined in Section 145 of the Code) issued in the same calendar year in which the Series 2026 Bond is issued, will, in the aggregate, not exceed \$10 million. The City hereby designates the Series 2026 Bond “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code.

[End of Article VIII]

ARTICLE IX

MISCELLANEOUS

Section 9.01 Severability

If any one or more of the covenants or agreements provided in this 2026 Series Ordinance on the part of the City or any fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2026 Series Ordinance.

Section 9.02 Table of Contents and Section Headings Not Controlling

The Table of Contents and the Headings of the several Articles and Sections of this 2026 Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this 2026 Series Ordinance.

Section 9.03 State Law Continuing Disclosure

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“**Section 11-1-85**”), the City covenants that they will file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within thirty (30) days of the City’s receipt of the audit; and
- (b) Event specific information within thirty (30) days of an event adversely affecting more than five percent of the System revenues.

The only remedy for failure by the City to comply with the covenant in this Section shall be an action for specific performance of this covenant. The City specifically reserve the right to amend or delete this covenant to reflect any change in Section 11-1-85 (including any repeal of said Section), without the consent of any Holder of the Series of 2026 Bond.

Section 9.04 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of the Series 2026 Bond by those who shall purchase and hold the same from time to time, the provisions of the Bond Ordinance and this 2026 Series Ordinance shall be deemed to be and shall constitute a contract between the City and the Holder from time to time of the Series 2026 Bond, and such provisions are covenants and agreements with such Holder which the City hereby determines to be necessary and desirable for the security and payment thereof. The pledge hereof and in the Bond Ordinance and the provisions, covenants, and agreements herein and therein set forth to be performed on behalf of the City shall be for the equal benefit, protection, and security of the Holder of the Series 2026 Bond.

Section 9.05 Additional Documents

The Mayor, the City Administrator, the Finance Director and the City Clerk are each individually fully authorized and empowered to take any further action and to execute and deliver any closing documents as may be necessary and proper to effect the delivery of the Series 2026 Bond in accordance with the terms and conditions hereinabove set forth, and the action of the officers or any one or more of them in executing and delivering any documents, in the form as he, she or they shall approve, is hereby fully authorized.

DONE in meeting duly assembled, this 10th day of March, 2026.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

First reading: February 10, 2026
Second reading: March 10, 2026

[Redemption Provisions][, together, in each case, with the interest accrued on the principal amount to the date fixed for redemption.]

This Series 2026 Bond is issued pursuant to and in accordance with the State Constitution and Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended, and a Bond Ordinance (the “**Bond Ordinance**”) duly enacted by the City Council on October 11, 2016, and a Series Ordinance (the “**Series Ordinance**”) duly enacted by the City Council on March 10, 2026 (the Bond Ordinance and the Series Ordinance are hereinafter together referred to as the “**Ordinances**”). Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances. Certified copies of the Ordinances are on file in the office of the City Clerk and in the office of the Clerk of Court for Greenville County. This Series 2026 Bond is issued for the purpose of obtaining funds to defray the costs of currently refunding all or a portion of the Refunded Bonds and to pay costs and expenses relating to the issuance of this Series 2026 Bond.

Both the principal of and interest on this Series 2026 Bond, as the same shall become due, are payable solely from the Gross Revenues remaining after payment of the costs of operation and maintenance of the sewer system of the City (the “**System**”). This Series 2026 Bond shall not in any event constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or statutes of the State. The City is not obligated to pay this Series 2026 Bond, or the interest hereon, save and except from the Gross Revenues of the System remaining after payment of the costs of operation and maintenance of the System. The Bond Ordinance authorizes the issuance of additional Bonds secured by a pledge of the Gross Revenues of the System remaining after payment of the costs of operation and maintenance of the System which upon the issuance thereof will rank equally and be secured by a pledge of the Gross Revenues remaining after payment of the costs of operation and maintenance of the System and a statutory lien on the System, all on a parity with the pledge and liens given to secure the unrefunded portion of the Series 2016 Bonds and this Series 2026 Bond (collectively, the “**Outstanding Bonds**”).

The City has covenanted to continuously operate and maintain the System and fix and maintain such rates for the services and facilities furnished by the System as shall at all times be sufficient (a) to provide for the payment of the expenses of the administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order, (b) to provide for the punctual payment of the principal of and interest on the Outstanding Bonds and any additional Series of Bonds, (c) to maintain any debt service reserve fund as may be established for any Series of Bonds in the manner therein prescribed, (d) to build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order, (e) to discharge all obligations imposed by the Enabling Act and the Ordinances and (f) to provide for the punctual payment of the principal of and interest on all Junior Lien Bonds that may from time to time be Outstanding.

For the payment of the principal of and interest on this Series 2026 Bond there are hereby irrevocably pledged the Gross Revenues of the System remaining after payment of the costs of operation and maintenance of the System. In order to further secure the payment of the principal and interest due hereon, a statutory lien upon the System, as authorized by the Enabling Act, is hereby provided.

This Series 2026 Bond and the interest hereon are exempt from all State, county, school district, municipal and all other taxes or assessments of the State, except inheritance, estate, transfer or certain franchise taxes.

This Series 2026 Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the City kept for that purpose and maintained by the Registrar, by the Holder hereof

in person or by his duly authorized attorney, upon (a) surrender of this Series 2026 Bond and an assignment with a written instrument of transfer duly executed in blank with signature guaranteed satisfactory to the Registrar, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Bond Ordinance. Thereupon a new Series 2026 Bond in the principal amount then due and owing hereon but in all other respects identical hereto, shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City may deem and treat the person in whose name this Series 2026 Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Series 2026 Bond, the City may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of South Carolina to exist, be performed or happen precedent to or in the issuance of this Series 2026 Bond, exist, have been performed and have happened, and that the amount of this Series 2026 Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

This Series 2026 Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the **CITY OF SIMPSONVILLE, SOUTH CAROLINA**, has caused this Series 2026 Bond to be signed by the Mayor of the City of Simpsonville and the same to be attested by the City Clerk of said City.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

By: _____
Mayor

Attest:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Series 2026 Bond is the issue described in the within mentioned Ordinances.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Registrar

By: _____

Date of Authentication: _____

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)
the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for registration
thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of STMP, SEMP or MSP signature guaranty medallion program.

**Simpsonville Welcome Center
Proposed Annual Budget
July 2026 – June 2027**

This budget proposal accounts for the portion of Simpsonville's accommodations tax revenue that is designated for Simpsonville's Welcome Center. The Welcome Center is housed and managed by the Simpsonville Area Chamber of Commerce in partnership with the City of Simpsonville. An annual agreement is in place between the Chamber and the City to provide guidance on how these funds are to be spent, and quarterly and annual reports are shared regularly for tracking and management purposes.

The proposed budget for July 2026 through June 2027 is highlighted in yellow. The column to its left shows the previous year's approved budget for comparison purposes. Most line items reflect a moderate increase to account for the continued growth of our community and expanded Welcome Center services.

Revenue Notes:

Welcome Center Funds are split between two intended uses: General Operations and Tourism Advertising. In accordance with our agreement with the City, eighty percent of total a-tax revenue is allocated for General Operations, and twenty percent is allocated for Tourism Advertising.

- Funds for **General Operations** are intended for recurring expenses such as rent, insurance, supplies, staff time, utilities, etc.
- Funds for **Tourism Advertising** are intended for marketing initiatives that will increase Simpsonville's brand awareness, encourage non-residents to visit our city, and promote our businesses and resources to a geographically broad demographic.

The Chamber contributes internal funding to maintain a zero-based budget for the Welcome Center.

Expense Notes:

Tourism Advertising refers to specific paid advertisements and marketing contracts that are designed to promote the Simpsonville area to potential visitors outside the area. Examples include our partnership with the Original Relocation Guide, SC Living, Summit Media, Community Journals, Post & Courier and others.

Chamber-owned Digital Marketing includes the Chamber's website and email marketing programs that primarily promote Chamber activities, but also have designated areas that promote resources for newcomers and visitors.

All other expense lines represent portions of the Chamber's budget that are attributed to Welcome Center maintenance and/or management. Each expense is calculated on a percentage that is relevant to the Chamber's overall budget (see notes in Line Item Justification & Percentage Rationale).

Simpsonville Welcome Center, Managed by the Simpsonville Area Chamber of Commerce
 Annual Budget
 July 2026 - June 2027

Budgeted Line Items	Approved 2025-2026 Welcome Center Budget	Proposed 2026-2027 Welcome Center Budget	% of Chamber Budget Allocated to WC Functions	Chamber's Total Budget Per Line Item
Welcome Center Funding from Accomodations Tax				
A Tax Revenue for WC - Operations (80%)	45,000.00	50,000.00	100%	45,000.00
A Tax Revenue for WC - Advertising (20%)	11,250.00	12,500.00	100%	11,250.00
Total from City A-Tax	\$ 56,250.00	\$ 62,500.00		56,250.00
Welcome Center Funding from Chamber				
Chamber Investment to WC	3,810.00	560.00	100%	560.00
Total from Chamber	\$ 3,810.00	\$ 560.00		560.00
Welcome Center Expenses				
Advertising & Promotion for Tourism & Relocation	14,000.00	15,000.00	100%	15,000.00
Chamber-Owned Digital Marketing (Website, Email, etc.)	1,750.00	2,125.00	25%	8,500.00
Property & Liability Insurance	1,500.00	1,500.00	25%	6,000.00
Office Supplies & Expenses	800.00	900.00	10%	9,000.00
Facility & Storage Lease Payments	11,250.00	11,875.00	25%	47,500.00
Utilities	1,750.00	1,750.00	25%	7,000.00
Payroll & Related Taxes/Fees	29,010.00	29,910.00	15%	199,400.00
Total Expenses	\$ 60,060.00	\$ 63,060.00		292,400.00
Net Welcome Center Funding	\$ -	\$ -		

Line Item Justification & Percentage Rationale

Revenue	
A Tax Revenue for WC - Operations (80%)	80% of WC funds to be spent on Operational expenses
A Tax Revenue for WC - Advertising (20%)	20% of WC funds to be spent on Tourism Promotion expenses
Chamber Investment to WC	Additional funds from local businesses and events bridge any gaps in funding.
Expenses	
Advertising & Promotion for Tourism & Relocation	Advertising decisions will be made in coordination with City administration.
Chamber-Owned Digital Marketing (Website, Email, etc)	25% of content and traffic devoted to Welcome Center & Tourism related content
Property & Liability Insurance	25% of Chamber's insurance expenses attributed to Welcome Center.
Office Supplies & Expenses	10% of Chamber's supply expenses attributed to Welcome Center services.
Facility & Storage Lease Payments	Welcome Center areas account for 25% of Chamber's office space and storage expenses.
Utilities	25% of utilities attributed to Welcome Center areas in Chamber's office and storage units.
Payroll & Related Taxes/Fees	Includes staff time with phone calls & visitors, web management, and general administration.

City of Simpsonville
Accommodations Tax Committee
Fiscal Year July 1, 2019 - June 30, 2020

Funds Requested

<i>Organization Name</i>	<i>Project</i>	<i>Funds Awarded 2017-2018</i>	<i>Funds Awarded 2018-2019</i>	<i>Funds Requested 2019-2020</i>	<i>A-Tax Committee Recommendations to Council</i>	<i>Approved by Council</i>
City of Simpsonville (Message Boards)	Branding and Marketing Campaign		\$7,000.00	\$7,000.00	Deferred to Council	7000
Balance carried forward from previous year				\$54,820.60		
Remaining balance for 2019-2020 carry forward				\$47,820.60		
City of Simpsonville	Main Street Square Landscape Improvements	N/A	N/A	\$27,083.00	\$ 27,083.00	\$27,083.00
City of Simpsonville	Support the Arts	N/A	N/A	\$10,000.00	\$ 10,000.00	\$10,000.00
City of Simpsonville	Food Truck Rodeo with Live Music	N/A	N/A	\$10,000.00	\$ -	\$7,000.00
City of Simpsonville - Parks & Recreation	Fairview Road Interchange Signage & Landscaping	\$18,000.00	\$10,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00
City of Simpsonville - Parks & Recreation	Celebrate Simpsonville	\$0.00	\$19,000.00	\$64,000.00	\$ -	\$20,000.00
Simpsonville Area Chamber of Commerce	Halloween at Heritage Park	N/A	\$2,500.00	\$4,500.00	\$ -	\$3,000.00
Simpsonville Area Chamber of Commerce	2019 Holiday Market on Main Street	\$2,500.00	\$625.00	\$2,500.00	Deferred to Council	\$0.00
Simpsonville Area Chamber of Commerce	Sipping in Simpsonville - Oktoberfest Beer Tasting	\$5,250.00	\$7,000.00	\$7,000.00	Deferred to Council	\$3,500.00
Simpsonville Area Chamber of Commerce	Sipping in Simpsonville - Spring Wine Tasting	\$5,250.00	\$7,000.00	\$7,000.00	Deferred to Council	\$3,500.00
Simpsonville Area Chamber of Commerce	Newcomer Advertising, Invitations & Packages	N/A	N/A	\$2,500.00	\$ -	\$0.00
Simpsonville Arts Foundation	SAFi Concert Series	\$7,000.00	N/A	\$15,000.00	\$ 15,000.00	\$7,500.00
Simpsonville Garden Club	SC fence garden in Heritage Park Planting on Main Street	\$9,449.00	N/A	\$1,500.00	\$ 1,500.00	\$1,500.00
South Carolina Koi & Water Garden Society	South Carolina Koi & Goldfish Show	\$3,000.00	\$10,000.00	\$12,000.00	\$ 12,000.00	\$6,000.00
South Greenville Fair	South Greenville Fair	\$4,500.00	N/A	\$4,500.00	\$ 4,500.00	\$2,500.00
TRZ Management	Celebrate Simpsonville	\$0.00	\$10,000.00	\$10,000.00	\$ -	\$5,000.00
TRZ Management	Fair at Heritage Park	\$0.00	\$10,000.00	\$10,000.00	\$ -	\$0.00
	TOTAL	\$54,949.00	\$76,125.00	\$267,583.00	\$ 150,083.00	\$176,583.00

Total Amount Available for Allocation 2019-2020	\$128,960.54
Balance carried forward	\$47,820.60
	\$176,781.14

City of Simpsonville
Accommodations Tax Committee
Fiscal Year July 1, 2021 - June 30, 2022

Funds Requested

Organization Name	Project	Funds Awarded 2017-2018	Funds Awarded 2018-2019	Funds Awarded 2019-2020	Funds Requested 2020-2021 Expensed 2021-2022	Staff Recommendations **	A-Tax Committee Recommendations to Council	Approved by Council
SC Koi & Goldfish Show	South Carolina Koi & Goldfish Show	\$3,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	
City of Simpsonville - Parks & Recreation	Celebrate Simpsonville			\$35,000.00	\$35,000.00	\$35,000.00	\$ 35,000.00	
Carry Forward Balance from previous year (COVID)				\$45,000.00	\$45,000.00	\$45,000.00	\$ 45,000.00	
City of Simpsonville	Renovation of Hendricks Pavilion	N/A	N/A	N/A	\$70,000.00	\$65,000.00	\$ 65,000.00	
City of Simpsonville	Food Truck Rodeo with Live Music	N/A	N/A	\$10,000.00	\$10,000.00	\$7,000.00	\$ 7,000.00	
Simpsonville Area Chamber of Commerce	Halloween at Heritage Park	N/A	\$2,500.00	\$4,500.00	\$6,000.00	\$4,500.00	\$ 4,500.00	
Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Oktoberfest Beer Tasting	\$5,250.00	\$7,000.00	\$7,000.00	\$8,500.00	\$7,000.00	\$ 7,000.00	
Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Spring Wine Tasting	\$5,250.00	\$7,000.00	\$7,000.00	\$8,500.00	\$7,000.00	\$ 7,000.00	
Simpsonville Area Chamber of Commerce	Promotional Brochure-Annual Update	N/A	N/A	N/A	\$2,000.00	\$2,000.00	\$ 2,000.00	
Simpsonville Arts Foundation (SAFi)	SAFi Concert Series	\$7,000.00	N/A	\$15,000.00	\$15,000.00	\$8,000.00	\$ 8,000.00	
Simpsonville Arts Foundation (SAFi)	Oktoberfest	N/A	N/A	N/A	\$5,000.00	\$5,000.00	\$ 5,000.00	
Simpsonville Garden Club	SC fence garden in Heritage Park Planting on Main Street	\$9,449.00	N/A	\$1,500.00	\$1,500.00	\$1,500.00	\$ 1,500.00	
South Greenville Fair	South Greenville Fair	\$4,500.00	N/A	\$4,500.00	\$2,500.00	\$2,500.00	\$ 2,500.00	
	TOTAL	\$34,449.00	\$26,500.00	\$94,500.00	\$174,000.00	\$154,500.00	\$ 154,500.00	\$0.00

Total Amount Available for Allocation 2021-2022	<u>\$155,000.00</u>
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****Staff recommendations are based on previous years' allocations, amounts documented and spent in previous years, and necessary reductions to meet available funding.**

City of Simpsonville
Accommodations Tax Committee
Fiscal Year July 1, 2022 - June 30, 2023

Funds Requested

	Organization Name	Project	Projected Event Date	Funds Awarded 2017-2018	Funds Awarded 2018-2019	Funds Awarded 2019-2020	Funds Awarded 2021-2022	Funds Requested 2022-2023	Staff Recommendations **	A-Tax Committee Recommendations to Council	Approved by Council
1	Simpsonville Garden Club	SC fence garden in Heritage Park Planting on Main Street	Year Round	\$9,449.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$ 1,500.00	
2	City of Simpsonville - Parks & Recreation	Celebrate Simpsonville	July 2022	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$42,000.00	\$42,000.00	\$ 42,000.00	
3	Celebrate Upstate Veterans	Labor Day Fest 2022	September 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$5,000.00	\$ 5,000.00	
4	Friends of the Little White House	Witches of the Golden Strip Ride and Sip	September 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	
5	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Wine Tasting	September 2022	\$5,250.00	\$7,000.00	\$7,000.00	\$7,000.00	\$8,500.00	\$5,000.00	\$ 5,000.00	
6	Simpsonville Arts Foundation (SAFi)	Oktoberfest	September 2022	\$0.00	\$0.00	\$0.00	\$5,000.00	\$7,500.00	\$5,000.00	\$ 5,000.00	
7	SC Koi & Water Garden Society	South Carolina Koi & Goldfish Show	October 2022	\$3,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$ 4,000.00	
8	Simpsonville Area Chamber of Commerce	Halloween at Heritage Park	October 2022	\$0.00	\$2,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$ 4,500.00	
9	JBM & Associates	Everything Outdoor Fest	November 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$10,000.00	\$ 10,000.00	
10	Simpsonville Arts Foundation (SAFi)	Formal Name TBD Similar to Greer Arts & Eats	February 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	
11	Simpsonville Arts Foundation (SAFi)	Street Art Festival	May 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	
12	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Beer Tasting	May 2023	\$5,250.00	\$7,000.00	\$7,000.00	\$7,000.00	\$8,500.00	\$5,000.00	\$ 5,000.00	
13	Simpsonville Arts Foundation (SAFi)	Concert Series & Food Truck Rodeo	May/June 2023	\$7,000.00	\$0.00	\$15,000.00	\$8,000.00	\$14,000.00	\$10,000.00	\$ 10,000.00	
		TOTAL						\$147,500.00	\$92,000.00	\$ 92,000.00	\$0.00

Total Amount Available for Allocation 2022-2023	<u>\$92,000.00</u>
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****Staff recommendations are based on previous years' allocations, amounts documented and spent in previous years, and necessary reductions to meet available funding.**

City of Simpsonville
Accommodations Tax Committee
Fiscal Year July 1, 2023 - June 30, 2024

Funds Requested

	Organization Name	Project	Projected Event Date	Funds Awarded 2018-2019	Funds Awarded 2019-2020	Funds Awarded 2021-2022	Funds Awarded 2022-2023	Funds Requested 2023-2024	Staff Recommendations ** 2023-2024	A-Tax Committee Recommendations to Council	Approved by Council
1	Simpsonville Garden Club	SC fence garden in Heritage Park Planting on Main Street	Year Round	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,170.00			
2	City of Simpsonville - Parks & Recreation	Celebrate Simpsonville	July 2023	\$0.00	\$35,000.00	\$35,000.00	\$42,000.00	\$45,000.00			
3	City of Simpsonville - Parks & Recreation	Arts Center Gymnasium Renovation	July 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00			
4	Simpsonville Arts Foundation (SAFi)	Oktoberfest	July - Oct 2023	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$8,000.00			
5	Simpsonville Area Chamber of Commerce	Wine Tasting	September 2023	\$7,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$7,500.00			
6	Simpsonville Area Chamber of Commerce	Halloween at Heritage Park	October 2023	\$2,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$6,000.00			
7	SC Koi & Water Garden Society	South Carolina Koi & Goldfish Show	October 2023	\$10,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$10,000.00			
8	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Beer Tasting	October 2023	\$7,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$7,500.00			
9	Simpsonville Arts Foundation (SAFi)	St. Paddy's Day Art Walk	March 2024	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00			
10	Simpsonville Arts Foundation (SAFi)	Concert Series & Food Truck Rodeo	March-June 2024	\$0.00	\$15,000.00	\$8,000.00	\$10,000.00	\$14,000.00			
		TOTAL						\$165,170.00	\$0.00	\$ -	\$0.00

Total Amount Available for Allocation 2023-2024	<u>\$87,000.00</u>
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****Staff recommendations are based on previous years' allocations, amounts documented and spent in previous years, and necessary reductions to meet available funding.**

**City of Simpsonville
Accommodations Tax Committee
Fiscal Year July 1, 2024 - June 30, 2025**

Funds Requested

	<i>Organization Name</i>	<i>Project</i>	<i>Projected Event Date</i>	<i>Funds Awarded 2018-2019</i>	<i>Funds Awarded 2019-2020</i>	<i>Funds Awarded 2021-2022</i>	<i>Funds Awarded 2022-2023</i>	<i>Funds Awarded 2023-2024</i>	<i>Funds Requested 2024-2025</i>	<i>A-Tax Committee Recommendations to Council</i>	<i>Approved by Council</i>
1	Simpsonville Garden Club	SC fence garden in Heritage Park Planting on Main Street	Year Round	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$3,500.00	\$ 2,000.00	
2	City of Simpsonville	Simply Freedom Fest	July 2024	\$0.00	\$35,000.00	\$35,000.00	\$42,000.00	\$45,000.00	\$45,000.00	\$ 38,000.00	
3	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Wine Tasting	September 2024	\$7,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$ 4,500.00	
4	SC Koi & Water Garden Society	South Carolina Koi & Goldfish Show	October 2024	\$10,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$7,000.00	\$10,000.00	\$ 4,000.00	
5	Simpsonville Arts Foundation (SAFI)	Oktoberfest	September 2024	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$5,000.00	
6	Simpsonville Area Chamber of Commerce	Halloween at Heritage Park	October 2024	\$2,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$7,500.00	\$ 3,000.00	
7	Everything Outdoor Fest	Everything Outdoor Fest	November 2024	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$30,000.00	\$ -	
8	Simpsonville Garden Club	Heirlooms in Bloom Event	March 2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$ -	
9	Simpsonville Arts Foundation (SAFI)	Spring Art Walk	May 2025	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$5,000.00	\$ 1,000.00	
10	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Beer Tasting	May 2025	\$7,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$ 4,500.00	
11	Simpsonville Arts Foundation (SAFI)	Concert Series & Food Truck Rodeo	"May-June 2025	\$0.00	\$15,000.00	\$8,000.00	\$10,000.00	\$11,000.00	\$14,000.00	\$ 7,000.00	
12	Juneteenth GVL	Juneteenth GVL Mega Fest	June 2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$ -	
13	Clark Nesbitt's No Dreams Deferred Productions Unlimited LLC	Annual No Dreams Deferred Productions Unlimited & Simpsonville Juneteenth Black Theatre Festival	June 2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$ 1,000.00	
		TOTAL							\$193,000.00	\$ 70,000.00	\$0.00

Total Amount Available for Allocation 2024-2025	\$70,000.00
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Calculation for Funding	
Funds Received FYE 6/30/23	\$232,577.32
General Fund (\$25,000.00)	-\$25,000.00
General Fund (5%)	-\$10,378.87
Welcome Center (30%)	-\$62,273.20
Carried Forward	\$24,168.59
Funded Projects 2023-2024	-\$87,000.00
Balance	<u><u>\$72,093.85</u></u>

City of Simpsonville
Accommodations Tax Committee
Fiscal Year July 1, 2025 - June 30, 2026

Funds Requested

	Organization Name	Project	Projected Event Date	Funds Awarded 2021-2022	Funds Awarded 2022-2023	Funds Awarded 2023-2024	Funds Awarded 2024-2025	Funds Requested 2025-2026	A-Tax Committee Recommendations to Council
1	City of Simpsonville	Simply Freedom Fest	July 2025	\$35,000.00	\$42,000.00	\$45,000.00	\$38,000.00	\$50,000.00	\$ 50,000.00
2	Simpsonville Arts Foundation (SAFi)	Walking Art Tour Guide	July 2025	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$ 1,000.00
3	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Wine Tasting	September/ October 2025	\$7,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$12,500.00	\$ 10,000.00
4	Simpsonville Arts Foundation (SAFi)	Oktoberfest	September/ October 2025	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$ 8,000.00
5	Simpsonville Area Chamber of Commerce	Halloween at Heritage Park	October/ November 2025	\$4,500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$7,500.00	\$ 7,500.00
6	Everything Outdoor Fest	Everything Outdoor Fest	October 2025	\$0.00	\$10,000.00	\$0.00	\$0.00	\$20,000.00	\$ 7,500.00
7	SC Koi & Water Garden Society	South Carolina Koi & Goldfish Show	November 2025	\$10,000.00	\$4,000.00	\$7,000.00	\$4,000.00	\$8,000.00	\$ 5,000.00
8	Simpsonville Area Chamber of Commerce	Update Historic Walking Tour	November/ December 2025	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$ 1,000.00
9	Simpsonville Arts Foundation (SAFi)	Spring Into Art	April/ May 2026	\$0.00	\$0.00	\$2,500.00	\$1,000.00	\$5,000.00	\$ 5,000.00
10	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Beer Tasting	May/June 2026	\$7,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$12,500.00	\$ 10,000.00
11	City of Simpsonville	Food Truck Rodeo and Concert Series	March/June 2026	\$7,000.00	\$10,000.00	\$11,000.00	\$7,000.00	\$15,000.00	\$ 15,000.00
		TOTAL						\$141,500.00	\$ 120,000.00

Total Amount Available for Allocation 2025-2026

\$120,000.00

Funds Requested

	<i>Organization Name</i>	<i>Project</i>	<i>Projected Event Date</i>	<i>Funds Awarded 2021-2022</i>	<i>Funds Awarded 2022-2023</i>	<i>Funds Awarded 2023-2024</i>	<i>Funds Awarded 2024-2025</i>	<i>Funds Awarded 2025-2026</i>	<i>Staff Recommendations 2026-2027</i>	<i>Fund Requested 2026-2027</i>	<i>A-Tax Committee Recommendations to Council</i>	<i>Approved by Council</i>
1	City of Simpsonville	Simply Freedom Fest	July 2026	\$35,000.00	\$42,000.00	\$45,000.00	\$38,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$ 50,000.00	\$ 50,000.00
2	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Wine Tasting	September/ October 2026	\$7,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$10,000.00	\$11,000.00	\$12,500.00	\$ 11,000.00	\$ 11,000.00
3	Simpsonville Area Chamber of Commerce	Halloween at Heritage Park	October/ November 2026	\$4,500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$7,500.00	\$7,500.00	\$8,500.00	\$ 7,500.00	\$ 8,500.00
4	Simpsonville Area Chamber of Commerce	Sipping in Simpsonville Beer Tasting	May/June 2027	\$7,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$10,000.00	\$11,000.00	\$12,500.00	\$ 11,000.00	\$ 11,000.00
5	Simpsonville Area Chamber of Commerce	Update Historic Walking Tour	November/ December 2025	\$2,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$ -	\$ -
6	Simpsonville Garden Club	Civic Beutification Project		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$3,500.00	\$ 2,000.00	\$ 2,000.00
7	Simpsonville Arts Foundation (SAFi)	Oktoberfest	September/ October 2025	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$8,000.00	\$10,000.00	\$ 8,000.00	\$ 8,000.00
8	Simpsonville Arts Foundation (SAFi)	Spring Into Art	April/ May 2027	\$0.00	\$0.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$5,000.00	\$ 3,000.00	\$ 2,000.00
9	Simpsonville Arts Foundation (SAFi)	Walking Art Tour Brochure		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$1,000.00	\$1,000.00	\$ -
10	Everything Outdoor Fest	Everything Outdoor Fest	October 2026	\$0.00	\$10,000.00	\$0.00	\$0.00	\$15,000.00	\$20,000.00	\$30,000.00	\$ 21,000.00	\$ 21,000.00
11	SC Koi & Water Garden Society	South Carolina Koi & Goldfish Show	September 25-27 2026	\$10,000.00	\$4,000.00	\$7,000.00	\$4,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00
12	Simpsonville Youth Theatre	Acting Up Camp/Classes/Shows		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$15,000.00	\$ 10,000.00	\$ 10,000.00
13	Simponville Echoes Ensemble Theatre	Ensemble Special Needs		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$10,000.00	\$ 6,000.00	\$ 6,000.00
14	Simpsonville Parks & Rec	Movies in the Park	May/June 2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$6,000.00	\$ 4,000.00	\$ 5,000.00
15	Simpsonville Parks & Rec	Food Truck Rodeo and Concert Series	March/June 2026	\$7,000.00	\$10,000.00	\$11,000.00	\$7,000.00	\$15,000.00	\$12,000.00	\$15,000.00	\$ 12,000.00	\$ 12,000.00
		TOTAL		\$77,500.00	\$85,500.00	\$85,000.00	\$67,000.00	\$120,000.00	\$156,500.00	\$189,000.00	\$ 156,500.00	\$156,500.00
	Total Amount Available for Allocation 2025-2026				\$156,500.00							

RESOLUTION NO. 2026-01

A RESOLUTION

OF THE CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, APPROVING AN AGREEMENT FOR THE PROMOTION, OPERATION, AND MANAGEMENT OF THE HERITAGE PARK AMPHITHEATRE; AUTHORIZING THE EXECUTION THEREOF; AND OTHER MATTERS RELATED THERETO.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Simpsonville, South Carolina (the "**City Council**"), the governing body of the City of Simpsonville, South Carolina (the "**City**") in a meeting duly assembled, as follows:

SECTION 1 Findings. The Council makes the following findings of fact in connection with the adoption of this resolution (this "**Resolution**"):

(A) The City is a municipal corporation of the State of South Carolina (the "**State**") and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities.

(B) The City owns an outdoor amphitheater located in Heritage Park (the "**Amphitheatre**"), which serves as a major venue for concerts, performances, and community events. The City Council desires to ensure that the Heritage Park Amphitheatre is promoted, operated, and managed in a manner that enhances programming opportunities, improves operational efficiency, and serves the public interest.

(C) On November 3, 2025, the City issued a Request for Proposals for the promotion, operation, and management of the Amphitheatre (the "**RFP**"). A selection committee has reviewed the proposals received in response to the RFP, and, following such evaluation, the City entered negotiations with the top ranked responsive offeror. The City Council now desires to approve the selection of a manager and a contract for the promotion, operation, and management of the Amphitheatre.

SECTION 2 Selection of Manager. The City Council hereby approves the selection of Simpsonville SC Amphitheatre, LLC, an affiliate of Opry Entertainment Group, to provide promotion, operation, and management services for the Amphitheatre pursuant to the RFP.

SECTION 3 Approval of Management Agreement. The City Council hereby approves the Management Agreement for the promotion, operation, and management of the Amphitheatre between the City of Simpsonville and Simpsonville SC Amphitheatre, LLC, and authorizes the City to enter into such Management Agreement. The Mayor is hereby authorized and directed to execute and deliver the Management Agreement on behalf of the City.

SECTION 4 Authorization to Implement Agreement; Ratification of Prior Actions.

The City Administrator is hereby authorized and directed to take such actions as may be reasonably necessary or desirable to implement and administer the Management Agreement in accordance with its terms. The City Council further ratifies, confirms, and approves all actions taken by the selection committee and City staff in furtherance of the Request for Proposals, the evaluation and selection process, and the negotiation of the Management Agreement.

SECTION 5 Severability.

If any one or more of the provisions in this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of the other provisions of this Resolution.

SECTION 6 Repealer.

All resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict or inconsistency.

SECTION 7 Effective Date.

The provisions of this Resolution shall take effect immediately upon the due adoption of this Resolution.

DONE AND RESOLVED IN COUNCIL ASSEMBLED this 10th day of February 2026.

CITY OF SIMPSONVILLE, SOUTH
CAROLINA

(SEAL)

By: _____

Mayor

WITNESS

By: _____
City Clerk

AMPHITHEATRE MANAGEMENT AGREEMENT

BY AND BETWEEN

THE CITY OF SIMPSONVILLE, SOUTH CAROLINA

AND

SIMPSONVILLE SC AMPHITHEATRE, LLC

THIS AGREEMENT (“Agreement”) is made and entered into, as of _____, 2026, between the City of Simpsonville, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina (“City”) and Simpsonville SC Amphitheatre, LLC, a Delaware limited liability company (“Manager”).

WHEREAS, City owns an outdoor Amphitheatre located within Heritage Park in Simpsonville, South Carolina, a 139-acre municipal park owned and operated by the City; and

WHEREAS, Heritage Park provides a wide range of recreational and community amenities for City residents and visitors, in addition to the Amphitheatre, including athletic fields, walking and multi-use trails, playground and open-space areas, and a heritage train attraction; and

WHEREAS, the Amphitheatre is to be used as a high-quality venue for live music and other performances and civic events, while remaining compatible and complementing the recreational use of Heritage Park; and

WHEREAS, on November 3, 2025, the City issued a Request for Proposals for the management, operation, and promotion of the Amphitheater and following evaluation of the proposals determined that the proposal submitted by Manager represented the best overall value to the City; and

WHEREAS, pursuant to the terms of this Agreement, Manager will operate, manage and maintain the Amphitheatre (as defined below) and arrange for, promote and manage performances and events at the Amphitheatre.

NOW, THEREFORE, in consideration of the premises, and for the terms, covenants and conditions herein contained, the parties mutually agree as follows:

1. **Definitions.** The following terms shall have the meanings given in this section:
 - a. “Affiliate” means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Manager. The term “control” (including the terms “controlled by” and “under common control with”) means possession, direct or indirect, or the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise. Manager is an affiliate of Opry Entertainment Group.

- b. “Amphitheatre” means an outdoor Amphitheatre with a viewable capacity of not less than 14,000 persons except during periods of approved construction, repair, or casualty restoration, as well as the supporting buildings and grounds as shown on Exhibit A.
- c. “Amphitheatre Operating Expenses” means all actual, documented costs incurred by Manager in connection with a Fixed Civic Event or Non-Fixed Civic Event, including, without limitation, set up and clean-up costs, and costs for providing any services (including, without limitation, concession services) requested by City or a City-designated user (as applicable).
- d. “Applicable Law” means any applicable constitution, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, award, permit, license, authorization, or requirement of any court, board, agency, commission, office, division, subdivision, department, body, authority of the United States, the State of South Carolina, City and any other governmental unit.
- e. “Applicable Standard” means:
 - i. Except as defined in subsection ii below, a standard of performance, operation (including bookings) and maintenance equal to or exceeding those generally applicable to comparable first-class live entertainment facilities operated by Manager or an Affiliate in the United States.
 - ii. With respect to prices, regulation of the advertising and serving of alcoholic beverages and products, the standard shall be equal to comparable facilities and amphitheatres located in South Carolina.
 - iii. With respect to the Facility, to a comparable first-class live entertainment venue operated in the United States.
- f. “Business Day” means a day on which the City is open for business.
- g. “Capital Investment” shall have the meaning ascribed thereto in Section 3.
- h. “Concert Events” means live music performance concert events (whether single or multi-day) held, conducted or presented at the Amphitheatre, which are promoted or managed by Manager or an Affiliate. Manager shall target a ceiling of thirty (30) Concert Events with a capacity of 10,000 or greater per year. Manager shall provide a schedule of Concert Events, including the date, and projected hours, within fifteen (15) days following the start of each calendar quarter, or more frequently as

requested in accordance with Section 8(g). By way of illustration and not by limitation, events featuring the following types of entertainment and artists shall be included within the definition of Concert Events:

- i. Contemporary music, rock and roll music, pops music and jazz music;
 - ii. Adult contemporary performers;
 - iii. Theatrical performances and national Broadway tours;
 - iv. Country music;
 - v. Rhythm and blues music;
 - vi. Gospel and contemporary Christian music;
 - vii. Music festivals;
 - viii. Electronic dance music;
 - ix. Children’s shows and entertainment; and
 - x. Comedy performers.
- i. “Event” or “Events” means, collectively, Concert Events, Civic Events, Private Events, and any other permitted uses occurring at the Amphitheatre.
 - j. “Facility” collectively means all improvements situated within the site and developed for use in conjunction with the Amphitheatre, including without limitation, the following: (i) the Amphitheatre; (ii) office space to support Facility operations; (iii) concessions sales areas and other improvements necessary to support the Facility; (iv) all seating incorporated into the Amphitheatre; (v) VIP area improvements; (vi) parking areas and circulation to support back of house operations, including, without limitation, employees, management, concessionaires, deliveries, tour buses and customary touring trucks, and performers; and, (vii) perimeter enclosure and ticketed entry facilities. For avoidance of doubt, any personal property purchased by Manager and used in the operation of the Amphitheatre (including but not limited to Manager FF&E), whether or not temporarily or permanently affixed to the real property, shall remain the property of Manager and shall not be included in the items that comprise the Facility and may be removed by Manager upon the expiration of the Term (as defined below).
 - k. “Fixed Civic Event” means City festivities, musical performances and other entertainment on or around July 4 of each year (including set up and removal). Each year during the Term, City shall have the right to use the Amphitheatre for the Fixed

Civic Event. If a Fixed Civic Event takes place on multiple days, Manager and City shall mutually agree on the number of days. The number of Fixed Civic Events shall not exceed one (1) per year without Manager's written consent. Manager shall not schedule Concert Events or other uses of the Amphitheatre that would conflict with dates reserved for Fixed Civic Events. City shall notify Manager of such Fixed Civic Events dates in accordance with Section 21.

- l. "Gross Box Office Revenue" means any and all receipts from the sale or distribution of primary tickets to Concert Events excluding the standard Manager deductions (e.g., taxes, credit card fees, ticketing and handling fees, etc.).
- m. "Manager" means Simpsonville SC Amphitheatre, LLC, a Delaware limited liability company, or an Affiliate. Acts of Manager's agents, officers, employees and other authorized representatives acting within the scope of their authority or employment shall be deemed to be acts of Manager for purposes of binding Manager to any obligation or duty hereunder.
- n. "Manager FF&E" means all furniture, fixtures, and equipment necessary for operation of the Facility pursuant to the terms of this Agreement, including, without limitation, all stage fixed lighting and control systems (including, all individual Event lighting and sound equipment provided by performers), all fixed sound equipment and control systems, all seating (except terraced seating), any stage mounted equipment, all bars and concession equipment, sales kiosks, furnishing and equipping general administration and offices, furnishing and equipping the VIP Areas, hospitality areas, and performer spaces and dressing rooms, equipping front of house and back of house, erecting sponsorship signage, and installing digital signage, screens and any other items necessary for operations of the Facility.
- o. "Manager Maintenance Elements" means those elements of Manager FF&E and of the Facility which are to be maintained and repaired by Manager, as described on Exhibit C and Section 9.
- p. "Manager Maintenance Program" shall have the meaning ascribed thereto in Section 9 and Exhibit C.
- q. "Non-Fixed Civic Events" means public events, festivals, performances, charitable benefits, fundraising events, sporting contests, dances, meetings, lectures, ceremonies or other gatherings arranged or permitted by City and not promoted by Manager or an Affiliate. The number of Non-Fixed Civic Events shall not exceed three (3) days per year during a single year of the Term without Manager's prior

written consent. City shall endeavor to provide the proposed list of Non-Fixed Civic Events no later than October 1 (as outlined in Section 21) or four months' notice. City and Manager shall work in good faith to accommodate dates less than four months' notice. Priority for booking and holds for such dates shall be given to Concert Events.

- r. "Non-Permitted Use" shall mean any uses not described above as a Permitted Use, unless approved in writing by City. Non-Permitted Uses shall also include Manager's Negative Covenants described in this Agreement as well as any use contrary to Applicable Law.
- s. "Paid Admission" means each admission ticket, wristband, or other right of entry that is sold, including other mandatory charges (such as parking, if mandatory in the ticket price) to the Event. Paid Admissions exclude bona fide complimentary admissions issued without consideration for artist guests, media, staff, public safety, or community purposes, or parking charges separate from the ticket purchase price. Manager shall not issue Complimentary Admissions in a manner intended to avoid Seat Fees or other payments due to the City.
- t. "Park" means the public park surrounding the Amphitheatre known as Heritage Park, as shown on Exhibit A. The parking areas currently available for use in connection with the Park and the Amphitheatre are shown on Exhibit A. Access to such parking is permitted only to the extent of the City's legal rights therein and is not guaranteed; however, the City shall work in good faith with the Manager to address parking needs if such parking is reduced or becomes unavailable. Manager shall coordinate with City on shared use of certain Park access and parking lots on Concert Event dates.
- u. "Permitted Use" shall mean the operation of a first-class live entertainment venue together with ancillary uses thereto, including, without limitation, operation of food and beverage service (including, without limitation, food storage, preparation, service and consumption and bar service and the sale and consumption of alcoholic beverages), VIP rooms and facilities, product exhibitions, meetings, fund raising events, charity events, broadcasting, recording, sale of concessions, and sale of merchandise related to the operations or events at the Amphitheatre, exhibiting of pay-per-view events, events for viewing on a screen, the display and sale of works of art, videotapes, promotional items, music, CDs, DVDs, and other items sold generally from time to time at live entertainment venues.

- v. “Private Events” means venue rental events that utilize all or a portion of the Amphitheatre that are not open to the public and do not include a public sale of tickets to the event. These are events managed by Manager or its Affiliates and do not count as a Concert Event.
- w. “Sound Mitigation Measures” means the operational controls to be employed by Manager to mitigate the sound impact emanating from the Amphitheatre as set forth in Exhibit B, which is incorporated herein by reference. Sound levels shall not exceed decibel limits stated in this Agreement and in the Sound Mitigation Measures. Manager shall ensure compliance by artists and shall be responsible for implementing mitigation measures. Violations may result in artist fines and as otherwise set forth in Exhibit B.
- x. “Title Sponsor” means an entity that pays for the privilege of having its name, product or image identified or associated with the Amphitheatre as the official name and branding of the Amphitheatre.

Other capitalized terms not referenced or defined above shall have the meanings indicated where such terms first appear in this Agreement.

- 2. **Initial Term.** The initial term (“Term”) of this Agreement shall commence on February 10, 2026 (“Commencement Date”) and terminate on December 31, 2036 (the “Termination Date”), unless earlier terminated as provided herein. The period from the Commencement Date through December 31, 2026 (the “Transition Period”) shall be treated as the first year under this Agreement. Following expiration of the Transition Period, each subsequent year under this Agreement shall begin on January 1 and end on December 31.

Manager will be allowed sufficient time and full access to inspect the Facility to validate conditions prior to Commencement Date. City agrees that prior to the agreed upon date of March 10, 2026, certain landlord type repair and replacement issues discovered in the inspection process (such as roof, heating and cooling, electrical and plumbing systems) will be addressed and repaired by the City prior to the first year or resolved via Section 9(a)(i).

- a. **Option to Extend.** Provided Manager is not in default of its obligations in this Agreement and provided that Manager has completed the Capital Investment (as defined below) prior to completion of the initial Term of this Agreement, City and Manager may mutually agree to one (1) option to extend the Term for a period of ten (10) additional years (each, an “Option”), upon the terms and conditions set forth herein.

- i. At least one hundred eighty (180) calendar days prior to the expiration of the then-current Term, Manager shall notify City in writing of either: (1) its request to exercise the Option to extend the Term by ten (10) years; or (2) its intent not to request an Option to extend the Term. Upon receipt of written notice, within sixty (60) calendar days, City shall notify Manager in writing whether it will: (1) elect to exercise the option to extend the Term by ten (10) years; or (2) exercise its notice of intent not to extend the Term. For the avoidance of doubt, the authority to approve or deny any exercise of an Option on behalf of the City rests solely with City Council.
 - ii. Payments per Section 29 of this Agreement will remain in effect during any extension of the Term, provided that the Base Rent Payment shall increase to one hundred twenty-five thousand (\$125,000) per year in the extension. In addition, Manager would commit an additional minimum capital contribution investment upon the 10-year Option extension, as noted in Section 3 below. Extension Terms will not require an additional Contingent Capital Investment (as defined below).
3. **Capital Investment.** In addition to any payments due to City under this Agreement, and as additional consideration for the rights granted to Manager herein, Manager shall commit to a minimum capital investment into the Facility of six million dollars (\$6,000,000) over the course of the initial 5 years of the initial Term (the “Capital Investment”). The Capital Investment will be expended on such items as upgrading the Facility (inclusive of FF&E), updating IT, sound and production equipment, replacement equipment, assets and furniture, improved seating and premium hospitality experiences, artist green rooms, enhanced food and beverage offerings, parking enhancements, among other venue and fan experience enhancing items, all of which are subject to all permitting and regulatory approvals (the “Capital Investment Items”). At least three million dollars (\$3,000,000) of the Capital Investment shall be expended within the initial 3 years of the Term on permanent or semi-permanent capital improvements to the Facility that materially enhance the Facility as a City-owned venue and that are reasonably expected to remain usable by the City and successor operator following expiration of the Term, and shall include Manager FF&E only to the extent that it is specifically identified in advance in writing by the Manager and approved by the City, as remaining with the Venue and becoming the property of the City upon expiration of this Agreement (the “City-Retained FF&E”). All Capital Investment, including Manager FF&E presumed to be City-Retained FF&E as part of the \$3,000,000 of permanent or semi-permanent capital improvements, shall be subject to City’s prior written approval, which approval shall be provided within 15 Business Days of receipt, and shall not be unreasonably withheld, delayed, or conditioned. Other than City-Retained FF&E, all personal property purchased by Manager (including Manager FF&E) will, regardless of whether such property is temporarily or permanently affixed to

real property, remain the property of Manager and may be removed from the Facility prior to the expiration of the Term. Manager shall provide a complete inventory of all Capital Investment Items and a complete inventory of all FF&E elements (including Manager FF&E and City-Retained FF&E) to City upon completion of any improvements and installations, and Manager shall identify which items are intended to be removed and which shall be retained by City at the expiration of the Term. By October 1 of the year of term expiration, Manager shall provide a final Capital Investment Items inventory, and an FF&E inventory list of all items intended for removal, re-purchase, and/or identified to remain, subject to periodic adjustments, with a final list provided no later than December 31 of such year. All items identified for removal must be removed prior to 11:59 PM on January 31 of such year, unless an earlier termination date is agreed upon between the Parties.

Upon the 10-year Option extension of the Term, Manager shall commit an additional minimum capital investment of three million dollars (\$3,000,000) and the same inventory list preparation, identification, and notification procedures set forth in this Section 3 shall apply to such option term.

4. **Contingent Capital Investment.** Manager agrees to invest an additional incremental, contingent, capital investment (the “Contingent Capital Investment”) of up to five million dollars (\$5,000,000) in years seven (7) through eleven (11) of the Term (January 1, 2032 through December 31, 2036), contingent upon:
 - a. Total of two million five-hundred thousand US Dollars (\$2,500,000) contingent upon achieving at least fifty million US Dollars (\$50,000,000) in Gross Box Office Revenue from Concert Events cumulatively from years one (1) through six (6) of the Term and contingent upon achieving a new Facility Title Sponsorship generating at least two hundred and fifty thousand US Dollars (\$250,000) annually in revenue by the end of year 6; OR
 - b. Total of five million US Dollars (\$5,000,000) contingent upon achieving at least sixty-five million US Dollars (\$65,000,000) in Gross Box Office Revenue from Concert Events cumulatively from years one (1) through six (6) of the Term, and contingent upon achieving a new Facility Title Sponsorship generating at least three-hundred and fifty thousand US Dollars (\$350,000) annually in revenue by the end of year 6.
5. **Installation/Construction of Capital Investment Items and FF&E.** Promptly following the Commencement Date, Manager shall perform, at its sole cost and expense, and diligently pursue to completion, the installation and/or construction (as applicable) of such work and fixturing of the Capital Investment Items and Manager FF&E at the Amphitheatre (“Manager Work”) as Manager may desire in order to ensure the Amphitheatre is ready to hold events, including, without limitation, installing concession equipment, menu boards, sales kiosks, chairs and racks for terrace seating, furnishing and equipping general offices,

furnishing and equipping VIP rooms and hospitality areas and artists dressing rooms, erecting sponsorship signage, installing stage curtains and other stage related equipment and goods, installing a phone and data system for the Amphitheatre, obtaining barricade fencing, obtaining or erecting storage facilities. To the extent that there is an Early Delivery Date, City shall allow Manager to begin Manager Work prior to Commencement Date. City shall have the right to approve the scope and design of Manager Work, which approval shall be provided in writing within 15 Business Days of receipt and not be unreasonably withheld, delayed or conditioned. Manager will obtain the approval of final plans for the Manager Work by any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the matter, as required and necessary. Manager will complete all Manager Work in a good and workmanlike manner, lien free, and in accordance with all applicable laws, rules and ordinances.

6. **Community Commitment.** Manager agrees to identify and allocate an annual budget to invest in Community Commitment investment initiatives (the “Community Commitment Investment”), subject to approval by the City. Manager will identify initiatives and costs related to potential community benefits, including beautification, community/concert-attendee amenities, noise mitigation, traffic and parking improvements, in an amount equal to an estimated one dollar (\$1.00) per paid attendee for each Concert Event. Any item deemed a maintenance or capital improvement item proposed that exceeds the thresholds as defined in previous sections shall be subject to approval of City per terms previously defined. The Community Commitment Investment will be documented annually by February 28 for expenditures made in the previous year. Any amount spent greater than \$1.00 per paid ticket from Concert Events in the prior year shall be applied to subsequent years’ Community Commitment Investment budget as a reduction in the required annual Community Commitment Investment. Any amount less than a cumulative \$1.00 per paid ticket from Concert Events that was not either pre-funded for projects from prior year’(s) expenditure or earmarked for a specific expenditure in the next twelve (12) months will be allocated to a capital improvement fund, which will be in addition to the Capital Investment and Contingent Capital Investment and may be utilized by Manager for additional capital improvements mutually agreed-upon with City.

7. **Delegation to Manager.**

- a. City hereby engages Manager, as an independent contractor and not as an agent of or for the City, to operate, manage and maintain the Facility during the Term of the Agreement. Manager hereby undertakes and agrees to act in such capacity in accordance with the provisions of this Agreement. Manager shall accept the management and operation of the Facility in its then-existing condition as of the Commencement Date, and the parties will work diligently and in good faith to resolve any pre-existing or outstanding Facility maintenance items, ideally prior to the first year of the Term. Manager and City will identify and mutually agree upon

third party consultant(s) to conduct additional inspections and any pre-existing conditions will be identified and reported and those which City and Manager mutually agree are a City responsibility may then be addressed through Section 9(a). Manager may conduct additional pre Commencement Date inventory and inspections; it being understood that, except as expressly set forth in this Agreement, City's delivery of the Amphitheatre to Manager constitutes City's representation and warranty that the Amphitheatre is in a good and workmanlike condition of the Applicable Standard (or will be, prior to the summer 2026 Concert season), in compliance with all Applicable Laws, including ADA, the Amphitheatre has a sellable capacity of at least 14,000 and, subject to Manager Work, is legally permissible for uses outlined herein.

- b. Subject to the provisions of this Agreement, Manager shall have the responsibility and authority to take all actions necessary or appropriate for the operation, management, promotion and maintenance of the Facility, including but not limited to the following:
 - i. Employ or contract for such workers, mechanics, laborers, clerks, legal counsel, consultants, accountants and other employees and contractors as are reasonably necessary or appropriate in the management, maintenance and operation of the Facility;
 - ii. Procure and pay for such materials, services, public utility services, supplies and equipment as are reasonably necessary or appropriate in the management, maintenance and operation of the Facility, consistent with the terms of this Agreement;
 - iii. Procure and maintain in force and effect the policies of insurance required of Manager by this Agreement;
 - iv. Subject to the provisions of this Agreement governing removal of fixtures, acquire and dispose of Manager's personal property used in the operation of the Facility, for any reasonable purpose consistent with this Agreement;
 - v. Use or permit the use of all or any part of the Facility, by any person or entity, for events consistent with the terms of this Agreement and the use of the Amphitheatre as a public entertainment facility;
 - vi. Operate or grant concession privileges for the vending and sale of food and beverages, including alcoholic beverages, programs, cushions, souvenirs, novelties, retail merchandise and similar articles, and other articles, or for the renting of any such articles, consistent with the terms of this Agreement and the use of the Facility as a public entertainment facility;

- vii. Enter into sponsorship agreements, including with a Title Sponsor (a (“Title Sponsorship”)); provided, however, that any such agreement must terminate upon the termination of this Agreement; and further provided, that Manager shall not permit any name to be given to or used in connection with the Amphitheatre or any portion thereof that violates any local, state or federal law or that: (1) contains slang, barbarisms or profanity; (2) relates to any sexually oriented business or enterprise; or (3) contains any overt political reference;
- viii. Enter into a ticketing agreement with Manager’s designated ticketing service for the handling of ticket sales;
- ix. Take and omit such other actions, enter into such other agreements, documents, and instruments, and engage in such other transactions, as are reasonably necessary or appropriate in connection with the management, operation, maintenance, improvement and administration of the Facility, consistent with the terms of this Agreement and the use of the Facility as a public entertainment facility;
- ix. Administer all business operations and activities related to the Facility, except as otherwise specifically provided herein; and
- x. Subject to the provisions of Section 14 hereof, provide for all necessary on-site security at the Facility and Concert Event related security.

8. Duties of Manager.

- a. Manager shall furnish such management and supervisory services as are herein set forth in this Agreement in a manner consistent with the Applicable Standard. Within the authority granted to Manager under this paragraph and other pertinent sections of this Agreement, Manager hereby agrees, except as otherwise expressly provided in this Agreement, to perform and furnish, during the Term of this Agreement, all management services, labor and material appropriate to carry out its duties hereunder. Manager shall devote its reasonable, good faith efforts to doing all things reasonably necessary for the orderly and efficient administration, management and operation of the Facility, including the negotiation, execution and enforcement of licenses, ticketing agreements or contracts, and use agreements and bookings for the Facility. All licenses, use agreements, bookings and any other agreements pertaining to the use, operation, maintenance and occupancy of the Facility, except those pertaining to Fixed Civic Events and Non-Fixed Civic Events, will be executed by Manager as manager of the Facility. Manager shall use reasonable, commercially feasible good faith efforts considering market conditions and attendance patterns to secure events appropriate to the operation of the Facility.

Such efforts shall be designed to promote as diverse a use of the Facility as is practical and economically feasible, consistent with and to the end that the citizens and public generally may enjoy and receive those benefits intended from the Facility, and so that City may exploit its climatic, geographical, recreational, cultural, educational, and commercial resources and advantages. Manager shall endeavor to coordinate its efforts with City's own efforts to achieve the objectives of this paragraph, but a failure shall not be a default.

- b. Manager shall use reasonable, commercially feasible good faith efforts to achieve a level of customer satisfaction meeting the Applicable Standard and to satisfactorily resolve customer complaints. Manager agrees to employ, as its "General Manager" in charge of the Facility management, a person experienced in management of comparable facilities meeting the Applicable Standard. The General Manager shall be responsible for the overall operation of the Facility and will be the primary liaison with the City's designated representative. The General Manager should be a good operator and able to work closely with community representatives, volunteers and City officials, employees and agents. Manager's General Manager shall meet with City's representative to discuss and attempt in reasonable, commercially feasible good faith to resolve any customer complaints received by City. General Manager shall use reasonable, commercially feasible good faith efforts to achieve a level of customer satisfaction meeting the Applicable Standard and to satisfactorily resolve customer complaints.
- c. Manager shall operate, and shall cause Manager's subcontractors, concessionaires, vendors, licensees, users, broadcasters and others using or operating within the Facility and use the Facility in conformance with the Applicable Standard.
- d. Upon request, Manager agrees to provide City with a list of proposed qualified users, subcontractors, vendors, licensees, concessionaires, and/or service contractors prior to entering into principal contracts for such services. City, through its designated representative, will have the right to discuss with Manager the list of qualified subcontractors, vendors, licensees, users, concessionaires, and service contractors, and Manager shall consider the opinion of the City, but nothing herein shall give City the right or authority to approve or disapprove of any of the persons or entities on said list. Notwithstanding the foregoing, Manager shall (i) not enter into any such principal contracts with a term that is greater than the Term of this Agreement, and (ii) be permitted to enter into principal contracts with its Affiliates without having to submit to City a list of proposed users, subcontractors, vendors, licensees, concessionaires and/or service contractors, provided that the fees for using such Affiliates are consistent with the fees charged at other such venues operated by Manager or its Affiliates which are of comparable size and are reasonably consistent with Applicable Standards.

- e. During the Term of this Agreement, Manager shall rent, lease or purchase a reasonable inventory of equipment and supplies for the management and operation of the Facility. Equipment purchased by Manager and left at the Facility upon the expiration of the Term shall become the property of City after the expiration of the Term.
 - f. Manager may negotiate and enter into service contracts or agreements in the name of Manager which are reasonably necessary or appropriate in the ordinary course of business in operating the Facility, including contracts for electricity, engineering services, gas, telephone, staffing personnel, including guards and ushers, janitorial service, vermin extermination, concessions, radio, cable and television rights, and accounting services and other services.
 - g. Quarterly Reports. Manager shall cause to be filed a quarterly report to be submitted to the City Administrator. Such quarterly reports will contain, at minimum, Events information, Gross Box Office Revenue from Concert Events, Title Sponsorship revenue, other revenue or operating expenses associated with Civic Events, attendance, details for any payments owed to the City (e.g., Base Rent Payment, Seat Fees, Private Events Fees), and capital and maintenance projects. Annually, but no later than December 31, a representative of Manager shall appear at a regularly scheduled meeting of the Simpsonville City Council and report to such Council on the operation, scheduling and maintenance of the Facility.
 - h. For each Concert Event promoted by Manager, Manager shall provide up to thirty (30) admission tickets to the City upon written request. The locations and ticket types shall be selected by Manager in its sole discretion; provided, however, that such tickets shall be reasonably comparable to tickets offered for public sale for the applicable Concert Event and shall not be included as Paid Admissions.
9. **Manager Repair and Maintenance Obligations.** Manager shall, throughout the Term, maintain the Facility, including the interior, perimeter and all operating maintenance elements in accordance with Exhibit C, which lists the City's and Manager's general maintenance obligations. Subject to the City Maintenance Obligations (as defined below), Manager shall maintain the Facility, including FF&E, and keep the same in good repair, order and condition, free from any unsanitary conditions and any conditions posing a fire hazard or other threat to health and safety, all consistent with the Applicable Standard. Manager shall promptly make all necessary repairs to keep the Facility in safe, clean and sanitary condition. With the exception of the City Maintenance Obligations, Manager shall be solely responsible for all maintenance costs incurred within the Facility in connection with its operations and maintenance obligations pursuant to this Agreement (the "Manager Maintenance Obligations").

With respect to items identified as City Maintenance Obligations on Exhibit C, Manager may perform repairs, replacements, or maintenance only to the limited extent expressly authorized in this Section 9 and only in the circumstances described below, in accordance with the following process:

- a. **Regular or Emergency Repairs and Maintenance (Outside of CAMP).**
Manager may perform repairs, replacements, or maintenance to the Facility outside of the CAMP (as defined below) only (i) in the event of an emergency, safety concern or a condition that imminently prevents the Manager from conducting business operations, in each case including repairs or replacements only on a like-for-like basis, or (ii) with respect to items constituting City Maintenance Obligations under Exhibit C, provided that Manager notifies the City within 24 hours of identifying the issue, in which case the following procedures shall apply:
 - i. **Identification.**
Manager shall submit to the City a written request identifying the repair, replacement, or maintenance item, including a description of the issue, proposed timing of the repair, scale of urgency, and preliminary as well as final scope and cost estimates or procurement documentation, and the proposed methods of reimbursement, which may include direct reimbursement, rent offset, or offset of other fees which may be owed to the City (e.g., Ticket Fees, etc.). The City and Manager shall confer in good faith to reach mutual agreement that this is a City obligation, and on the necessity, scope, and timing of the proposed work.
 - ii. **City Election or Delegation Timeline.**
The City shall have the first right to undertake and complete the work within a reasonable and timely manner. The City shall notify Manager in writing within ten (10) Business Days of its intent to perform the work and the anticipated schedule for completion, unless both parties agree that such item requires resolution prior to ten (10) business days and the parties agree that time is of the essence and the parties will resolve the timeline in an expedited manner.
 - iii. **Manager-Performed Work and Reimbursement.**
If the City elects not to perform the work or does not respond within the time provided (within the ten (10) Business Days), Manager may proceed with the work solely with respect to the identified City Maintenance Obligation. Failure by the City to respond within the required time period shall be deemed the City's election not to perform, and its acceptance of the proposed reimbursement plan. Reconciliation shall be subject to Section 9(b) below.

- iv. **Manager Directed Repairs and Maintenance without Approval.** Notwithstanding the foregoing, for emergencies involving City Maintenance Obligations that need to be addressed faster than waiting for ten (10) Business Days approval as required in Section (ii) above, Manager shall notify the City of the emergency within 24 hours and be permitted to perform the work and incur the related expense without first obtaining City approval, but shall provide the same level of notice and identification details via email with a follow up communication with the designated City representative, noting the level of urgency, as more fully elaborated in Section 9(a)(i), and the related expenses for such repair shall be reconciled pursuant to Section 9(b) below.

b. **Documentation and Payment.**

Upon completion of the work subject to Section 9(a) above, Manager shall submit documentation of actual costs incurred, including invoices and proof of payment. City shall have the right to inspect such complete work. The Manager's preferred method of reimbursement would be in the form of an offset of rent or other fees owed to City but the parties shall determine this in an ongoing manner. For any offset reimbursements, the Manager shall not incur offset fees, whether one time or cumulative, otherwise payable by the City for its obligations hereunder. Within thirty (30) days following City's receipt of any maintenance, repair or replacement work invoice, City shall provide payment therefor to Manager; provided, however, that if City determines, in City's reasonable good faith discretion, that the work has not been satisfactorily completed, City shall notify Manager, in writing, and Manager shall promptly complete such work to the reasonable satisfaction of City. In such event, City's payment for such work shall not be due and payable until sixty (60) days following Manager's satisfactory completion of such work.

Manager shall provide for the creation of a record for all fixtures, trade fixtures, furnishings, installations, and equipment that contains a description of each item and the manufacturer's warranty specifications/recommendations for the maintenance and repair thereof.

- 10. **CAMP.** Manager shall prepare an annual Capital Asset Management Plan ("CAMP") for the Facility, including the Amphitheatre, and deliver the same to the City on or before September 1 of each year for the City's review and approval, not to be unreasonably withheld, conditioned, or delayed; provided, however, that for year one, the initial CAMP shall be delivered no later than February 24, 2026, and an updated CAMP shall be delivered no later than May 26, 2026. City shall review and respond within fifteen (15) Business Days to the CAMP. If no response is provided, the CAMP shall be deemed approved. Once

such CAMP has been approved in writing or the City has not responded within fifteen (15) Business Days, it will constitute the CAMP for purposes of this Agreement.

The CAMP shall include at minimum: a general summary of the annual maintenance requirements and capital improvements reasonably expected to be required for the Facility for the next year of the Term. The CAMP may include work that would ordinarily be completed by City. Manager shall annually provide an electronic copy of the CAMP and any associated condition assessment reports to City.

11. **City Maintenance Obligations.** The City shall maintain the structural elements of the Facility, loading dock and entrance driveway, the roof, plumbing infrastructure, exterior, perimeter fencing, perimeter lighting, sidewalks, building systems, lawncare and landscaping maintenance, and other core elements typically maintained by landlords, as well as certain obligations for maintenance of the park spaces outside the Facility, including those obligations outlined on Exhibit C (“City Maintenance Obligations”), all in accordance with the Applicable Standard.
12. **Operating Costs.** Manager shall be solely responsible for all expenses that Manager incurs in connection with carrying out its duties under this Agreement, including, but not limited to, the following:
 - a. Wages and salaries (including management fees) of all of Manager’s employees engaged in the operation, maintenance and security of the Facility, including taxes, insurance and benefits paid to such employees;
 - b. All supplies and material used in the operation, maintenance, repair and security of the Facility;
 - c. Insurance expenses;
 - d. Utility costs, including, but not limited to, those associated with telephone service, electricity, gas, sewer, water, garbage removal and cable data transmission;
 - e. Repairs and general maintenance of the Facility pursuant to the provisions of this Agreement excluding lawncare and landscape maintenance; and
 - f. Service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement or security of the Facility, except for: (i) the exception of annual/semi-annual tree service, fence repairs, structural repairs, or other standard landlord responsibilities; and (ii) the other obligations of City in the Agreement, all of which shall be at the cost of the City.
13. **Revenues.** Except as detailed in Section 29, and in connection with Fixed Civic Events and Non-Fixed Civic Events, Manager shall be entitled to contract for, collect, receive and

retain all revenues generated by Manager's operation of the Facility, including, without limitation:

- a. Sales of tickets or passes;
- b. Broadcast rights;
- c. Promotion of events;
- d. Sponsorships (excepting only sponsorships for Fixed Civic Events and Non-Fixed Civic Events that City procures);
- e. Title Sponsorship for Concert Events;
- f. Private Events; and
- g. Sales of food, beverages, merchandise, programs and other goods and wares.

Manager will operate in accordance with GAAP.

14. **Security.** Manager shall be responsible at all times for on-site security of the Facility (excluding the exterior areas of the Amphitheatre) and the Amphitheatre interior spaces as defined by Exhibit A. City, through its police, shall be responsible for security in the Park. For Concert Events, Manager shall be responsible for providing and paying for all mutually agreeable on-site and off-site security, traffic control, crowd control, and other public safety services, including services provided by City police personnel. City and Manager agree to coordinate planning Concert Event traffic, traffic control, crowd control and other security issues on Concert Event days. City and Manager will each designate a liaison for purposes of such coordination. For added clarity, there will be no general public access to the Amphitheatre on non-event days. Nothing herein limits the City's inherent police powers or law-enforcement authority.
15. **Sponsorship Rights.** Upon termination or expiration of the current facility sponsorship rights, if any, Manager shall be entitled to enter into a Title Sponsorship and other Amphitheatre asset entitlement or presenting sponsorship agreements; provided, however, that any such agreements must terminate upon the termination of the Agreement. City shall receive a net profit from Title Sponsorship in the greater of either (i) \$65,000 per term of the Title Sponsorship (presuming total net profit is greater to or equal to \$65,000), or, (ii) 25% of net for that year of the Title Sponsorship term. City confirms that the current Title Sponsorship expires or terminates no later than January 31, 2029. Manager shall be entitled to net out hard costs and expenses of the sponsorship benefits to be provided by Manager. If total net profit for any given year is less than \$65,000, then City shall receive total net profit after hard costs. The following terms and conditions will apply to Amphitheatre signage:

- a. Manager shall not permit signage of any nature within the Amphitheatre that depicts or includes any images or text of: (1) sexually oriented businesses or sexually oriented products (e.g., pornographic materials, sex toys, etc.), as defined by law; or (2) be of a prohibited racial or discriminatory nature, as defined by law. All proposed signage, types, sizes and locations, are subject to and must meet all applicable governmental requirements, specifications and regulations and receive all appropriate governmental regulatory review and approvals prior to installation. Subject to any required regulatory approvals, if applicable, temporary signage bearing the name of such sponsorships, may be affixed to and displayed on or within the Amphitheatre throughout the specific events or series such as: (a) signage acknowledging the sponsorship of a series of shows, festivals, fairs, or other events; (b) on site signage during and for the week immediately preceding such Events; (c) signage acknowledging the sponsorship of a series of Concert Events, for the duration of such sponsorship; and (d) on site signage during and for the week immediately preceding such Concert Events or Fixed Civic Events or Non-Fixed Civic Events.
 - b. Pursuant to receiving all approvals, a sign bearing the name of the Amphitheatre, as well as the name of Title Sponsor, may be affixed to and displayed on or within the Amphitheatre throughout the Term, as well as other Term-limited on site designations such as (a) signage acknowledging the sponsorship(s) of specific venue physical assets or areas (e.g., Box Office, VIP Lounge, Premium Seating Locations, General Admission Lawn Areas); (b) signage acknowledging the sponsorship of the entire Concert Event calendar each year and (c) signage reflecting concessions, catering and retail services operated by Manager.
 - c. Manager shall not permit signage of any nature within the Amphitheatre that depicts or includes any images or text of: (1) sexually oriented businesses or sexually oriented products (e.g., pornographic materials, sex toys, etc.), as defined by law; or (2) be of a prohibited racial or discriminatory nature, as defined by law.
16. **Access by City Personnel.** Officers, employees, agents and other authorized persons of City in the performance of their official duties shall have access to the Facility at all reasonable times during regular business hours for inspection purposes. For clarity, the City shall identify in advance the names of the individuals to be provided with such credentials. Access on days of live programming shall be excluded, unless otherwise approved in writing by Manager. City shall request access and provide at least 48 hours' advance notice prior to desired entry to Facility. Access requests must be considered reasonable and limited to qualified individuals.

In addition to any other right of City to enter the site, representatives of City shall have the right to enter the Facility other than during Concert Events, with five Business Days prior written notice, for purposes of inspecting the Facility to determine Manager's compliance

hereunder, on or before each December 31, including an annual maintenance inspection of the Facility, to determine Managers compliance with the maintenance obligations. City shall notify Manager, in writing, of any maintenance deficiencies, and upon receipt of any such notification, Manager shall promptly correct the deficiency.

17. **Compliance with Laws.** Manager shall, throughout the Term, comply with all Applicable Law respecting the use or manner of use of the Facility and operation thereof. Manager shall obtain and keep in full force and effect all permits and licenses and other authorizations required for the use and operation of the Facility.
18. **Compliance with Applicable Standard.** Manager shall comply with the Applicable Standard in advertising and promoting events at the Facility and in all other aspects of its management, maintenance and operation of the Facility pursuant to this Agreement. Manager agrees that Concert Events booked at the Amphitheatre will be of a quality that comparable managers would be willing to book at other similar venues operated by Manager or its Affiliates meeting the Applicable Standard. City and Manager agree to meet and confer from time to time for purposes of developing and maintaining effective alcohol management and noise and crowd control programs.
19. **Park Scheduling.** City shall have sole discretion with respect to the scheduling of events and activities within the Park, subject to the terms of this Agreement. Not later than October 1 of each year during the Term, City will provide Manager with written notice of dates on which Park amenities (other than the Amphitheatre) have been reserved or scheduled for an event requiring the exclusive use of the Park (other than the Amphitheatre) including all parking facilities (“Major Park Event Days”) for the next calendar year. Manager shall not schedule a Concert Event on a Major Park Event Day without the City’s prior written consent not to be unreasonably withheld, conditioned or delayed. An exception where Manager shall be allowed to schedule a Concert Event on a Major Park Event Day is if (1) the Major Park Event Day is expected to be completed with attendees exiting the parking facilities prior to 5pm Eastern Standard Time (EST); and (2) City has provided Manager with written approval to schedule the Concert Event. City is limited to no more than three (3) Major Park Event Days per calendar year without the Manager’s prior written consent. Notwithstanding the foregoing, the City shall have the right to keep the Park open to the public at all times.
20. **Facility Event Scheduling.** The parties agree that each year during the Term of the Agreement, City shall have the right to use the Facility for the Fixed Civic Events. Manager shall not schedule Concert Events or other uses of the Facility during days reserved for Fixed Civic Events. Manager shall not schedule a Concert Event on Major Park Event Days. City shall notify Manager not later than October 1 of each year of the dates for the July 4th festivities and Major Park Event Days. Manager shall have the exclusive right to book and produce all Concert Events at the Facility and priority rights over Non-Fixed

Civic Events in booking and scheduling events for dates other than those reserved for the Fixed Civic Events and Major Park Event Days. Manager also will seek to encourage use of the Facility by community groups within Manager's booking schedule. Non-Fixed Civic Event applications shall first come to City for consideration and approval.

21. **Facility Scheduling Procedures.** During the Term, Manager shall notify City of the dates of each Event that Manager intends to book or has booked under this Agreement in quarterly reports as outlined in Section 8(g). Not later than October 31 of each year during the Term, City will provide Manager with a proposed schedule (the "Proposed Schedule") showing the proposed dates ("Reserved Dates") during the upcoming year when City would like to schedule Fixed Civic Events and Non-Fixed Civic Events at the Facility, as well as Major Park Event Days, and Manager shall use reasonable, commercially feasible, good faith efforts to accommodate the Proposed Schedule. City shall also coordinate with Manager on an on-going basis regarding Park rentals for Major Park Event Days to avoid parking capacity conflicts. Manager shall not be required to remove any Manager placed holds or pursue challenges for the Proposed Schedule. The parties will work together in good faith to determine the most efficient method for dates with holds and challenges in accordance with the custom of the industry and for situations where the City requires approval from City council. Notwithstanding the foregoing, after receiving the Proposed Schedule, including the dates of Fixed Civic Events and confirmed Major Park Event Days, Manager may schedule Concert Events, Private Events and other Events, on Reserved Dates until 60 days remain before any such Reserved Date (the period preceding the day that is 60 days prior to a Reserved Date being the "Bump Period"). Manager may confer with the City on firm offers for the Reserve Dates during the Bump Period and if the City does not confirm the Reserved Date after a Manager request, Manager shall be free to schedule Concert Events, Private Events, or Events, on such date. If the City confirms the date upon such request, Manager shall have the right to require that a deposit be placed for the estimated Amphitheatre Operating Expenses for such event. All Civic Events which are promoted or conducted by parties other than the City shall be subject to the promoters and/or sponsors thereof entering into Manager's standard license agreement for the Amphitheatre.
22. **Expenses of Civic Events.** The parties contemplate that Fixed Civic Events and Non-Fixed Civic Events may be sponsored by third parties who shall be responsible for the Amphitheatre Operating Expenses for those events and who shall, subject to the provisions of this paragraph, be entitled to net profits from ticket sales, and broadcast rights "net profits" (as defined in Section 29(c) below) if any, generated by such events. For each Civic Event held at the Amphitheatre pursuant to this Agreement, the Amphitheatre Operating Expenses attributable to that event shall be paid for first out of and by the net profit, if any, generated by that event, and any remaining balance from the sponsors of such event, and if it is sponsored by the City, then the City. Nothing herein shall be construed to require

Manager to subsidize a Civic Event. If it is anticipated that the net revenues will fail to cover all Amphitheatre Operating Expenses for such event, then any such deficit arising therefrom shall be paid for by the third party sponsor(s) or if it is a City event, the City. Manager shall have the right to require that a deposit be placed for the estimated Amphitheatre Operating Expenses for such event. All Civic Events which are promoted or conducted by parties other than the City shall be subject to the promoters and/or sponsors thereof entering into Manager's standard license agreement for the Amphitheatre.

23. **Costs of Fixed Civic Events.** Manager shall charge no rent for use of the Amphitheatre for the Fixed Civic Events but shall charge the Amphitheatre Operating Expenses for such event (as hereafter defined). City and its permittees shall further have the right to place removable branding, sponsorship and other signage in the Amphitheatre during the Fixed Civic Event, so long as it does not conflict with existing sponsorship partners or is specifically approved as an exception in advance by Manager. Manager shall not be required to remove existing branding, sponsorship or other signage during Civic Events, and Manager's designated ticketing partner shall be used for all Civic Events at the Amphitheatre (if tickets are required), and Manager shall be entitled to determine and retain reasonable ticketing fees in connection with Civic Events.
24. **Fees, Taxes and Assessments.** During the Agreement Term, Manager shall pay all applicable governmental fees, charges and taxes resulting from its occupancy, management and use of the Facility; provided, however, that to the extent Manager is required to pay any real estate taxes or occupancy taxes, Manager may receive a credit in the amount of such taxes paid against the rents, fees and charges due from Manager to City under this Agreement.
25. **Times of Operation for Concert Events.** No Concert Event shall start before 11:00 AM or end after 11:00 PM. on any day of the week. For Concert Events, sound check shall not begin prior to 12:00 PM (noon) on the day of such event, Monday through Friday, unless an earlier time is approved in advance in writing by the City Parks Director or the Director's designee. Notwithstanding the foregoing, if a Concert Event is delayed or disrupted by Force Majeure or artist or production delay (e.g., delay of doors, inclement weather or other safety concerns), then the end time may be extended to midnight but under no circumstances shall any Concert Event end later than midnight. Manager shall use good faith commercially feasible efforts to mitigate and minimize any such delays. This limitation shall not apply to "after-concert parties" and/or similar nonpublic, indoor gatherings following Concert Events, so long as such events do not involve external sound amplification, and are not audible outside the Amphitheatre. Manager will coordinate with the City to comply with sound mitigation efforts in accordance with the Sound Mitigation Controls detailed in Exhibit B.
26. **Public Access.** Manager shall use best efforts to provide that use and operation of the

Facility will not unreasonably interfere with operation of the Park, including ingress and egress. Except to the extent all or a portion of the Park is closed by the City Administrator or the Administrator's designee, the Park shall remain open and accessible to the public at all times, including access to parking designated for park users, in a location mutually agreeable to the Parties, including during Concert Events, Civic Events (whether Fixed or Non-Fixed), Private Events, load-in, load-out, and any other events or other Amphitheatre-related operations. Planned Park closures will not affect access to, or use of, the Amphitheater or parking facilities unless agreed otherwise in writing.

27. **Negative Covenants.** Manager shall not do, or permit or authorize others to do, any of the following:
- a. Operate the Facility in any manner or for any purpose other than a Permitted Use as defined above;
 - b. Knowingly or intentionally engage in any act which would, to an ordinarily prudent person in the position of Manager, be reasonably foreseeable to cause substantial or irreparable damage to the Facility;
 - c. Abandon the Facility during the Term; provided, however, that inactivity other than maintenance during the off-season of the Facility or as a result of a Force Majeure shall not constitute abandonment;
 - d. Knowingly use or occupy, or knowingly permit the Facility or any part thereof to be used or occupied, for any unlawful, disreputable or ultra-hazardous use (including the prohibited or unauthorized use, storage or disposal of substance regulated as hazardous under South Carolina or federal law), or operate or conduct the business of the Facility in any manner known to constitute or give rise to a nuisance of any kind; provided that City recognizes and agrees that the holding of events in the Facility meeting the Applicable Standard shall not, in and of itself, constitute a nuisance for purposes of this Agreement;
 - e. Make, authorize or permit any material modifications or alterations to the Facility except as expressly authorized by City in accordance with this Agreement;
 - f. Permit the holding of a flea market or used-goods sale at the Facility;
 - g. Permit gambling within any portion of the Facility;
 - h. Knowingly permit the Facility to be used for any illegal business or purpose;
 - i. Enter into any agreements entailing the installation of any wireless structures (unrelated to Manager's direct operation of the Facility) in any portion of the Facility; or

- j. License the use of any portion of the Facility for a period exceeding one week to any third party without notifying City in advance and obtaining City's written approval.
28. **City's Negative Covenants.** City shall not do any of the following:
- a. Unreasonably interfere with Manager's rights or benefits hereunder; or
 - b. Take any action materially affecting or diminishing City's title to the Facility.
29. **Payments.** During the Term of this Agreement, subject to abatement as expressly provided in this Agreement, Manager agrees to pay to City the following:
- a. A "Base Rent Payment" of one hundred thousand dollars (\$100,000) per year, in equal monthly installments of eight-thousand thirty-three dollars (\$8,333), paid on the first business day of each month, beginning on the first business day of the month after the month in which the Commencement Date occurs, while the Agreement is in effect.
 - b. A portion ("Seat Fee") of each Paid Admission sold by Manager for every Concert Event. The Seat Fee shall be \$2.50 per Paid Admission sold in any calendar year for the initial 150,000 tickets sold. The Seat Fee shall be \$5.00 per Paid Admission sold in any calendar year beyond the initial 150,000 Paid Admissions sold. Seat Fees owed shall be paid by OEG to City on a quarterly basis and in arrears, within sixty (60) days of the end of each calendar quarter throughout the Term.
 - c. Twenty-five percent (25%) of "net profit" generated by a Title Sponsorship, defined as revenue net of actual expenses, including agency commission fees or costs, signage costs, hospitality costs (e.g., tickets, food and beverage credits, venue rentals, VIP experiences), or the cost of other assets delivered as part of the Title Sponsorship agreement. Upon the termination or expiration of the current title sponsorship, OEG will guarantee a minimum of \$65,000 (to the extent that the total net profit each year is greater than or equal to \$65,000) of any new agreement's net profit as a minimum net profit share to the City. Net profit share to be paid by Manager to City annually on or before February 28 (representing net the amount aggregated over the prior fiscal year from Title Sponsorship for Concert Events). All other sponsorships are excluded from this profit share definition.
 - d. A "Private Events Fee" equal to the lesser of \$5,000 or \$1.00 per attendee tied to Private Events that utilize the Amphitheatre.
 - e. All payments required of Manager hereunder that are not paid within sixty (60) of the date such payment is due or within sixty (60) days after the expiration of any applicable cure period, whichever is later, shall bear interest from the date due until paid at the prime rate described in the Wall Street Journal for the last business day of the calendar month immediately preceding the late payment. In no event, however, shall the charges permitted under this section or elsewhere in this

Agreement, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.

30. **Manager's Performance Measures.** Except during the Transition Period and subject to the notice and cure provisions of this Agreement, any failure to meet the performance measures described below shall result in the payment by Manager to the City, as liquidated damages, and as City's sole remedy, of the following amounts:
- a. If Manager does not, subject to intervening Force Majeure, commencing with the second year of the Term, schedule and ensure that at least 5 Concert Events take place each year during the Term of this Agreement, then the parties acknowledge and agree that the sole remedy for Manager's failure to achieve such 5 Concert Events in a year shall be the payment by Manager to City of a sum equal to \$5,000 times each Concert Event below the required 5 per such year of the Term that is not achieved; and
 - b. Manager will timely pay to City all amounts due under this Section 30; and
 - c. If Manager does not, commencing with the second year of the Term, schedule and ensure that at least five (5) Concert Events take place for three (3) years during the Term of this Agreement, and such shortfall is not attributable to cancellations due to Force Majeure, without cure, then the parties acknowledge that Manager shall be in breach of this Agreement.
31. **Waiver of Liability.** City assumes no responsibility for any damage or loss of Manager's personal property except to the extent caused by City or its employees, agents, or officers. Manager agrees to hold City harmless from any damage or loss of Manager's personal property located within the Facility property except to the extent caused by the City or its employees, agents, or officers.
32. **Manager's Paid Ticketing and Related Business Records; City Right to Audit.** Manager shall maintain, during the Term of this Agreement, customary records related to Events, including ticketing reports (paid, dropped, and gross tickets), (collectively, "Records"). These Records shall be included in the quarterly report obligations of Section 8(g). Manager acknowledges that the City is a public body subject to the South Carolina Freedom of Information Act ("SC FOIA"), S.C. Code Ann. §§ 30-4-10 *et seq.*, If Manager believes the Records or any portions thereof identify trade secrets or other proprietary data that Manager believes should remain confidential, Manager may so designate the Records as proprietary or containing trade secrets. The City will endeavor to provide Manager with at least ten (10) Business Days' written notice before disclosing any Records Manager has marked as confidential, to allow Manager to seek legal protection. The City will not withhold Records beyond reasonable timelines absent a court order. The City may audit Records for any of the past three (3) years. If underreporting of ticket sales is found,

Manager shall promptly pay any amounts owed. If underreporting exceeds five percent (5%), Manager shall also cover the audit cost; otherwise, the City bears the cost.

33. **Insurance.** Prior to the Commencement Date, Manager shall provide to City proof of commercial general liability insurance coverage for the Facility covering those risks customarily insurable under a standard commercial general liability policy, to the extent caused by Manager or its employees, agents, contractors or invitees in an amount not less than One Million Dollars and 00/100 (\$1,000,000.00) single limit.
- a. Manager shall procure and maintain workers' compensation insurance providing statutory benefits in compliance with Applicable Law.
 - b. Manager shall procure and maintain employer's liability insurance with limits not less than: bodily injury by accident, \$1,000,000 each accident; bodily injury by disease, \$1,000,000 each employee; and bodily injury by disease, \$1,000,000 policy limit.
 - c. Manager shall procure and maintain automobile liability coverage for owned, hired, and non-owned vehicles used in Manager's operations with limits not less than \$1,000,000 combined single limit each accident.
 - d. Manager shall procure and maintain excess insurance with a limit of not less than \$5,000,000 each occurrence in excess of the commercial general liability, automobile liability, and employer's liability coverages required in this section. This coverage shall be on a follow form basis. All primary coverage shall be written by an insurer that is nationally recognized with a policyholder's rating of at least A-, VIII, as listed from time to time by A.M. Best Insurance Reports. Each policy shall provide that it may not be cancelled, terminated, reduced or materially changed unless at least thirty (30) days prior notice thereof has been provided to City, except in case of cancellation or termination due to lapse for nonpayment, in which case only ten (10) days' notice shall be required. Each policy shall contain mutual waivers of all rights of subrogation to the extent covered by such policy and to the extent caused by the waiving party. Each policy covering third-party liability shall contain a "cross-liability" endorsement or a "severability of interest" endorsement providing that coverage, to the maximum amount of the policy, will be available despite any suit between the insured and any additional insured except to the extent prohibited by Applicable Law. The insurance policies shall not with respect to any single occurrence, have deductibles in excess of \$1,500,000.
 - e. Manager shall provide its certificates of insurance to this Agreement to the Metro Director of Insurance and Safety. City shall be named an additional insured on all policies (other than Workers' Compensation and Employers' Liability) with respect to Manager's use of the Facility, as its interests may appear. Manager shall provide,

prior to commencing performance under this Agreement, all certificates of insurance as required. All such certificates shall be completed to show compliance with Manager's obligations hereunder. In the event of any dispute that could be reasonably covered by a policy of insurance required by this Agreement, Manager shall provide a copy of such policy to City upon City's request.

The following verbiage will be included in the "DESCRIPTION OF OPERATIONS" box of the COI:

Simpsonville SC Amphitheatre, LLC is included as additional insured by blanket additional endorsement. Such coverage will be primary and non-contributory with a waiver of subrogation in favor of the additional insureds.

- f. Manager's willful failure to comply with the requirements of this section shall constitute a default of this Agreement, if such failure continues after 10 Business Days' notice and opportunity to cure.
 - g. City acknowledges that Manager will not obtain property insurance covering the buildings and structures (including, but not limited to the stage and stage roof) comprising the Facility. Manager may, at its sole risk, house personal property on the Facility, however, City shall not be responsible for any loss of, or damage to, Manager's personal property, regardless of cause. Manager shall be solely responsible for insuring and safeguarding any such personal property.
34. **Personnel Policy.** Manager shall not discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin or sexual preference/orientation. Manager shall comply with Applicable Law regarding discrimination in employment, unlawful employment practices and affirmative action. In carrying out its responsibilities under this Agreement, Manager agrees to comply with and fulfill the commitments to employment of minority-owned and women-owned businesses made in Manager's response to the Request for Proposals issued by City, the relevant portion of such response being an Exhibit hereto. Manager shall be an equal opportunity employer.
35. **Representations and Warranties.**
- a. Manager represents and warrants for itself, its owners and Affiliates that there is no court action, arbitration, administrative proceeding, or to the best of Manager's current knowledge, threatened court action, arbitration, administrative proceeding, on the date of this Management Agreement which would materially affect (1) the financial condition of Manager, its owners or Affiliates, or (2) the ability of Manager to perform its obligations under this Agreement.
 - b. City represents and warrants that City has no notice or knowledge that any government agency considers the construction, operation or use of the

Amphitheatre out of compliance with any Applicable Law or that any investigation has been commenced or is contemplated respecting any such possible failure of compliance.

- c. Each of the parties hereto represents and warrants that it has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement, that it has obtained any and all approvals that may be required before it can execute and perform this Agreement, including approvals required by any loan documents, bond authorization, corporate articles and bylaws, city charter or state statute, regulation or court order, and that the persons executing this Agreement on its behalf have been duly authorized and are empowered to bind it to this Agreement, that the execution of this Agreement, and the performance by it of the actions anticipated by this Agreement neither breaches any contract with any third party, or constitutes any event, which, with the passage of time, or the giving of notice, or both, will breach any contract with any third party, and that this Agreement executed by it are or when fully delivered will be duly authorized, executed and delivered by it and will be valid, binding and enforceable obligations of it.

36. **Indemnification.** Manager agrees to indemnify, defend and hold harmless City, its agents, officers, employees, representatives and members (the “City Indemnitees”), from and against any and all claims, liability, loss, property damage, personal injury or death, interest, judgments, liens, costs and expenses that arise out of, or are incurred in connection with any and all claims, demands, suits, actions or proceedings which may be made or brought against City or any of the City Indemnitees by reason of or as a result of:

- a. Any contracts, agreements, licenses, use permits or other obligations incurred by Manager hereunder;
- b. The lack of exercise of reasonable care by Manager in the employment of any of its employees or the lack of reasonable care in the direction and supervision of Manager’s employees in the management, operation and maintenance of the Facility;
- c. The willful or negligent act or omission of Manager, its agents, officers, employees, directors or others in privity with Manager; or
- d. The failure or omission of Manager to observe and perform any of its material obligations, covenants and conditions to be observed and performed by it under this Agreement which result in a default after applicable notice and cure periods.

37. **Damage or Destruction of the Facility.** If the Amphitheatre shall be totally or materially destroyed by fire, casualty, or other cause or happening, or if any lawful authority shall order demolition or removal of any portion of the Facility, so as to render it

unfit for use as intended by this Agreement, including, without limitation the Permitted Uses and a sellable capacity of 14,000 at Manager's option, this Agreement shall terminate as of the date of such destruction and all of Manager's liability hereunder shall cease from and after such date.

If the Facility shall be partially destroyed by fire, casualty or other cause or happening, or be declared unsafe by any lawful authority, then it shall promptly be restored or made safe by City, at its sole cost and expense, and a just portion of the payments otherwise due from Manager to City shall abate until the Facility shall have been restored and put in proper condition for use for Permitted Uses with a sellable capacity of 14,000. If the Facility cannot be restored or made safe after partial destruction or declaration of unsafe condition without cancelling or rescheduling more than five booked Concert Events or Manager-Promoted Amplified Community Events, then Manager, at its option, may cancel and terminate this Agreement in its entirety, and all of Manager's liability hereunder shall cease from and after the date of such destruction or declaration of unsafe condition.

38. **Eminent Domain.** In the event that the Facility or any material part thereof is taken by any governmental or other permitted authority using the power of eminent domain (or any conveyance in lieu thereof is effected) such that performance by either party under this Agreement is rendered economically infeasible or a party will be materially prevented from realizing the economic benefit of this Agreement absent such taking, then such party may terminate this Agreement without further liability to the other party. In the event of a taking, City shall receive the entire award or other compensation for (i) the land on which the Facility is situated and (ii) all improvements paid for by City. Manager may separately pursue a claim against the condemner for the value of any of Manager Work, Manager's personal property that Manager is entitled to remove under this Agreement (including Manager FF&E) and such other costs to which Manager may be entitled by Applicable Law.
39. **Unanticipated Change in Applicable Law.** If a change in Applicable Law occurs, or City's and Manager's shared interpretation of Applicable Law as of the Commencement Date proves mistaken, and compliance with Applicable Law as changed or as correctly interpreted would be materially more or less expensive for one or both parties, then the provisions of this Agreement governing compensation due shall be equitably amended. If such equitable amendment would render the Agreement economically infeasible for one of the parties, then that party shall have the right to terminate the Agreement.
40. **Intellectual Property.** Manager shall require in its contracts with persons holding or promoting events at the Facility that such persons shall obtain all necessary approvals for or arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any events which Manager books at the Facility. Manager shall indemnify and hold City harmless from any

breach of patent or copyright rights or patent or copyright infringements or violations of patent or copyright laws except this sentence shall not apply to Civic Events.

41. **Force Majeure.** Should any matter or condition (“Force Majeure”) beyond the reasonable control of City or Manager, such as, but not limited to, war, pandemic or epidemic, public emergency or calamity, fire, earthquake, flood, severe weather conditions, Act of God, strikes or labor disturbances, civil disturbances or riots, or any governmental restriction, major disruptions of national transportation, prevent or delay performance of this Agreement in accordance with provisions hereof, in whole or in part, after the employment of all reasonably available and economically feasible means to overcome such condition, avoid delay and mitigate the effects thereof, performance of this Agreement by the party affected thereby shall be suspended or excused to the extent commensurate with such interfering occurrence; provided that the party availing itself of this section shall notify the other party within twenty-one (21) days of its actual knowledge of commencement of such occurrence of the event of Force Majeure; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the occurrence of the event of Force Majeure. If the Facility is rendered inoperable by a Force Majeure condition during the Performance Season and such inoperability prevents the holding of one or more booked Concert Events, then Manager may request from current City Council to add one year to the Term, and Manager’s payment obligations to City shall be equitably abated in proportion to Manager’s documented loss directly attributable to such Force Majeure condition.

42. **Default and Termination.** If, during the Term, Manager shall default in its performance of or compliance with any of the provisions, terms or conditions of this Agreement, and such default shall continue and not be cured for a period of thirty (30) days after written notice by City to Manager; provided that if the nature of Manager’s default is such that more than thirty (30) days are reasonably necessary to cure, Manager shall not be in default if Manager commences to cure within the thirty (30) day period and thereafter diligently proceeds to complete such cure; then City shall have the right to terminate the Agreement.
 - a. The following shall also constitute an event giving rise to City’s right to terminate this Agreement unless Manager either cures such event within thirty (30) days after written notice (or if such event is not capable of being cured within such thirty (30) day period, Manager has commenced to cure such event and thereafter diligently proceeds to complete such cure):
 - i. Manager fails to perform its contracted duties and responsibilities in a timely and proper manner and is unable to cure such failure within the applicable cure period or such additional period of time as specified by the City, taking into consideration the gravity and nature of the default;

- ii. Manager fails to abide by Applicable Law as it pertains to Manager's use of the Facility;
 - iii. Manager files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other similar law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Manager or of all or any substantial part of Manager's property, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;
 - iv. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Manager seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other similar law;
 - v. Any trustee, receiver or liquidator of Manager or of all or any substantial part of Manager's property is appointed without the consent or acquiescence of Manager; and such order, judgment, decree or appointment remains unvacated or un-stayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive);
 - vi. Manager abandons or discontinues conducting its operations at the Facility excluding Force Majeure (and subject to the provisions of Section 27(c)); or
 - vii. Manager is convicted of a felony after the effective date of this Agreement.
- b. The rights and remedies of City provided in this section are nonexclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Manager is not relieved of its liability to City for damages sustained by virtue of a default of this Agreement. City reserves the right to cure any default of Manager after giving notice and a reasonable amount of time to cure as stated in Section 42 above, without terminating this Agreement and City shall seek reimbursement for such reasonable expenses from Manager, with the understanding that City is under no obligation to correct any such default. City's exercise of its right to cure shall not act as a waiver of its right to terminate this Agreement for default as provided hereunder. Manager reserves the right to cure any default.
- c. City shall be in default of this Agreement if it fails to perform one or more of its obligations hereunder and such failure continues for more than thirty (30) days after written notice thereof from Manager; provided that if the nature of City's default is such that more than thirty (30) days are reasonably necessary to cure and taking

into consideration the gravity and nature of the default. Manager reserves the right to cure any default by the City after notice and a reasonable amount of time to cure equal to the timelines stated in Section 42 above, without terminating this Agreement and Manager may seek reimbursement for such reasonable expenses from City, with the understanding that Manager is under no obligation to correct any such default. City shall not be in default if City commences to cure within the thirty (30) day period and thereafter diligently proceeds to complete such cure. Upon City's default, Manager shall have the right to:

- i. Cure City's default with the actual and reasonable cost thereof to be reimbursed by City within thirty (30) days of the receipt of an invoice and, failing such timely reimbursement, to offset the cost against payments next coming due from Manager to City; or
 - ii. Terminate this Agreement and seek all remedies available to Manager at law or equity.
- d. The parties agree to mitigate any damages resulting from any default under this Agreement.

43. **Procedure After Termination.** Upon expiration or termination of this Agreement, Manager shall promptly surrender and deliver to City the Facility and all other property which it is required to deliver to City in the condition existing at the Commencement Date, in broom clean condition, in good working order and condition, as from time to time altered in compliance with this Agreement, ordinary wear and tear excepted, and leaving all of City's equipment and other property owned by City. Manager agrees to execute any and all documents necessary to evidence such transfer promptly upon City request. Manager shall be entitled to remove all decorations, trade fixtures, moveable machinery, FF&E (including Manager FF&E) and other personal property of Manager or its subcontractors or licensees, whether or not the same were temporarily or permanently affixed to real property. Manager shall repair any damages to the Facility resulting from the removals described in the previous sentence. Manager shall surrender all keys to the facility and inform City of all combinations of locks and vaults, if any, in the Facility. All removals and accounting of FF&E and City inspections shall occur no later than the termination date of the Term of the Agreement. In the event of termination of this Agreement, Manager shall cooperate and coordinate with City and any new manager designated by City in order to assure an orderly transition of Manager's responsibilities hereunder.

Upon the termination or expiration of this Agreement, , Manager shall facilitate the transfer of administrative control of the Amphitheatre website, the official venue domain name, and all official social media accounts and handles, including but not limited to accounts on Amphitheatre official Facebook, Instagram, Twitter (X), TikTok, and any other relevant social media platforms, together with non-proprietary digital assets (for clarity: not

including Manager's creative assets, Manager created marketing and artwork, etc.), to the City or the City's designated representative. Manager shall make commercially reasonable efforts to provide and/or transfer all necessary credentials, permissions, and access rights required to effectuate such transfers, and shall cooperate in completing any additional steps necessary to finalize the process in accordance with applicable privacy laws and platform policies.

44. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. To be a valid assignment under this Agreement, any assignee must succeed to all of the rights and interests and assume all of the liabilities and obligations (including, without limitation, all operating losses) of the assignor under this Agreement, and the assignee must agree to cure any prior default of this Agreement committed by the assignor, all in writing to the reasonable satisfaction of the non-assigning party. Notwithstanding anything herein to the contrary, the sale of the stock of Manager, or the sale of the stock of the direct or indirect parent of Manager, or a merger or consolidation, spin-off, or the sale of all or a substantial portion of the assets or business of the direct or indirect parent of Manager shall not constitute an assignment of this Agreement. No agreement that Manager is authorized or empowered to enter into under this Agreement, including, without limitation, any concessionaire agreement, ticketing agreement, sponsorship agreement or service agreement, shall be an assignment of this Agreement or a default under this paragraph.
45. **Merger; Integration and Amendment.** Except as otherwise expressly stated or referenced herein, this Agreement is the entire integrated agreement of the parties. No other agreement, oral or written, prior or contemporaneous, except the Agreement, shall be deemed to exist between the parties. No subsequent agreement or any amendment of this Agreement shall be binding upon the parties unless it is contained in a written document executed by properly authorized representatives of each party.
46. **Approvals; Waiver.** Except as otherwise expressly provided, whenever provision of this Agreement requires a review, determination or approval of a party, such review, determination and approval (or notice of disapproval) shall be in writing and shall not be unreasonably withheld or delayed (except where such review, determination or approval is expressly made subject to the sole discretion or determination of a party), and shall in any event be made within any time limit specified therefore or within thirty (30) days if no time limit is specified. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as consent to or a waiver of any other breach of the same, or any other covenant, condition or duty. No approval or review by City hereunder, or any right of approval or review by City, as to any matter or under any circumstances shall be deemed to constitute Manager as an agent for or acting on behalf of City.

47. **Notices.** Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other party shall be in writing and shall be delivered by personal delivery, including messenger service or overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt or refusal to accept delivery at the address specified in this paragraph, but each party may change its address by written notice given in accordance with this paragraph.

To Manager:

SIMPSONVILLE SC AMPHITHEATRE, LLC

One Gaylord Drive
Nashville, TN 37214
Attn: General Counsel

To City:

CITY OF SIMPSONVILLE

Attn: City Administrator
425 E. Curtis Street
Simpsonville, SC 29681

and to:

Daniel Hughes
City Attorney
City of Simpsonville
PO Box 449
Greer, SC 29652

48. **Time of the Essence.** Time is of the essence in this Agreement.
49. **Additional Documents.** Each of the parties to this Agreement, without further consideration, shall execute and deliver such additional documents and shall take other actions as may be reasonably required in order to fully effectuate all of the terms and provision of this Agreement.
50. **Construction of Agreement.** This Agreement is the result of the joint efforts and negotiations of the parties hereto, and no single party is the author or drafter hereof. All of the parties assume joint responsibility for the form and position of each and all of the contents of this Agreement and they agree that this Agreement shall be interpreted as though each of the parties participated in the composition of this Agreement and each and every part thereof.
51. **No Joint Venture.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Manager and that Manager is an

independent contractor and not an agent of the City. City and Manager hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City, on one hand, and Manager, its Owners or Affiliates, on the other hand, as joint venturers or partners. Manager is an independent contractor with the rights and obligations provided in this Agreement.

52. **Facility Not To Be Used As Security.** Manager shall not pledge or permit the Facility to be used as security for any loan or obligation of Manager and shall not permit the filing of any lien against the Facility property on account of any work performed by or for Manager or any contract to which Manager is a party. In the event a lien is filed against the Facility or any part thereof relating to any agreement made by Manager, Manager shall promptly cause such lien to be removed by filing an appropriate bond.
53. **Choice of Law, Jurisdiction and Venue.** Any lawsuit relating to this Agreement shall be filed in a court of competent jurisdiction in Simpsonville, South Carolina. South Carolina law, without application of conflicts of laws principles, shall govern any dispute between City and Manager. The parties hereby consent to personal jurisdiction in such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum or the jurisdiction of such courts.
54. **Limitations On Legal Requirements.** Notwithstanding anything to the contrary contained herein, Manager acknowledges and agrees that the power and authority to adopt, rescind, or amend laws for the City resides with the City Council and that nothing contained herein shall in any way obligate the Simpsonville City Council to adopt, rescind, or amend Applicable Law, or subject City to any liability on account of the City Council's failure to adopt, rescind or amend any Applicable Law.
55. **Telecommunications Structures.** Nothing in this Agreement, other than the conditions of this section, shall be construed to limit City from entering into any lease or other agreement with third parties for uses of the Facility for the installation of telecommunication structures, including cellular towers or antenna or emergency radio towers or antenna, where such towers or antennas do not interfere with Manager's use of the Facility.
56. **No Alterations to Facility Without Manager Consent.** City agrees that it shall not make or allow the making of any alteration or improvement to the Facility without Manager's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

Signatures on following page.

SIMPSONVILLE SC AMPHITHEATRE, LLC

CITY OF SIMPSONVILLE, SC

By: _____
An Authorized Signatory

By: _____
Paul Shewmaker, Mayor

Attest:

Ashley Clark, City Clerk

Exhibit Index

Exhibit A Amphitheatre, Park, and Parking Map

Exhibit B Agreement on Sound Mitigation Measures

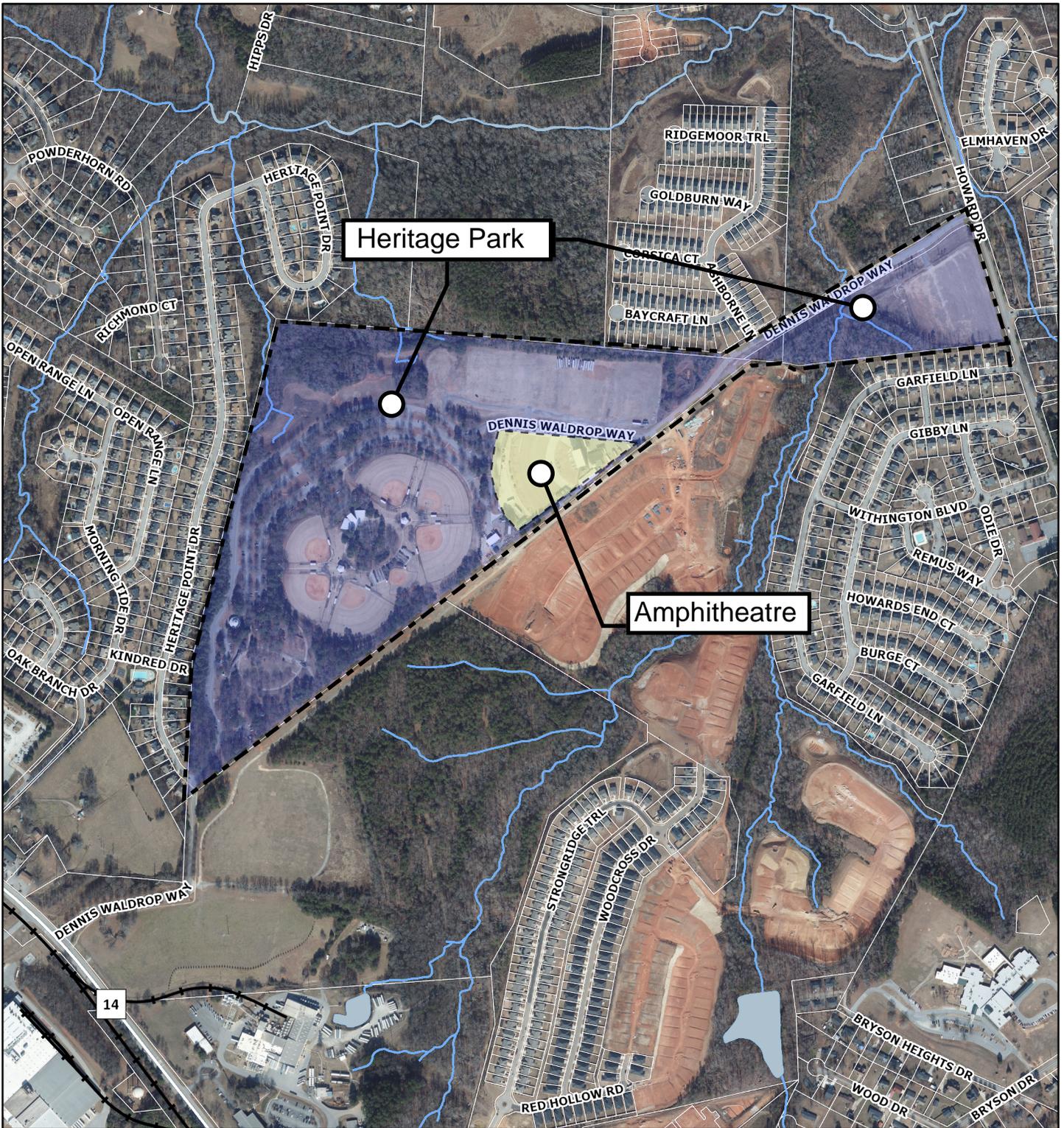
Exhibit C Manager and City Maintenance Obligations

Exhibit A

AMPHITHEATRE, PARK AND PARKING MAP

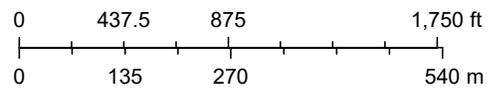
PREMISES MAP WITH AGREED UPON DELINEATION OF SPACES
(PAVED/UNPAVED)

City of Simpsonville Heritage Park Amphitheatre

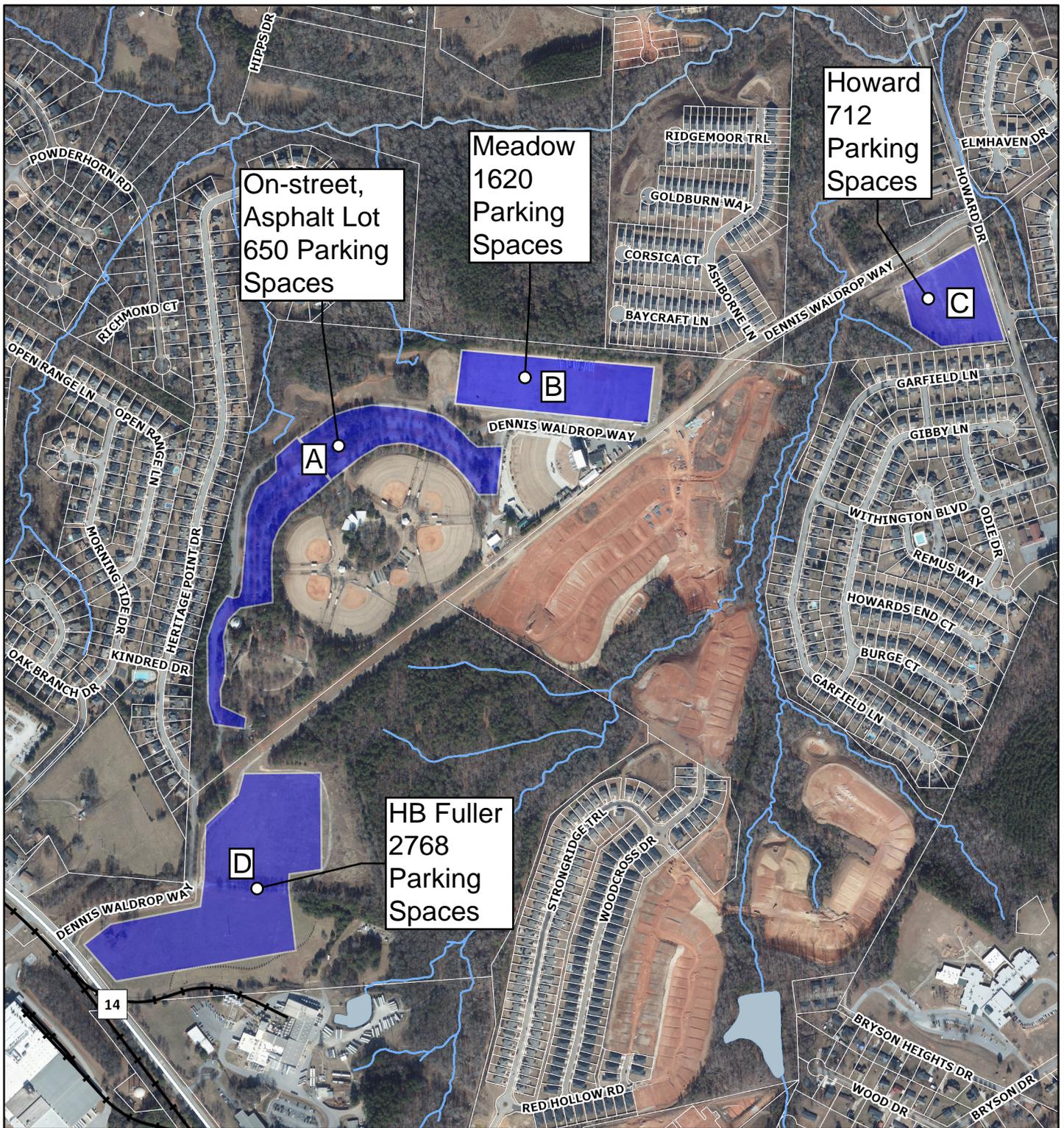


February 5, 2026

1:9,600



City of Simpsonville Heritage Park Amphitheatre



February 5, 2026

1:9,600

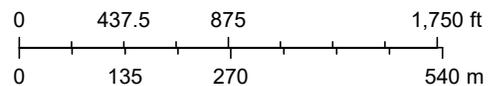


Exhibit B

AGREEMENT ON SOUND MITIGATION MEASURES

1. **FOH Sound Limit.** For all Events, Manager shall ensure that amplified sound levels measured at the front-of-house (FOH) sound board do not exceed 102 dBc (C-weighted) before, during or after the performance for any consecutive five (5) minute period (the “Sound Limit”).
2. **Monitoring at FOH.** During any Event that uses amplified sound, Manager shall maintain a calibrated sound level meter at FOH and shall monitor levels in real time. City and Manager shall mutually agree upon a tool for monitoring and logging readings at mutual expense, provided that the total cost shall not exceed a reasonable limit agreed upon by both parties. Such device shall be located at a mutually agreed upon location. Manager shall retain a log of FOH readings (including date and Event) and shall provide such log to City upon request. For clarity, incremental costs and additional tools that may be required by City to obtain offsite sound monitoring or access to the onsite tool shall be City obligation. When Manager becomes aware that sound levels are exceeding the designated Sound Limit, Manager shall promptly implement corrective actions with the artist representative to return to compliance, including direction to artist’s FOH engineers and/or artist production, adjustment of system settings, and other commercially reasonable measures, as outlined in Section 3 below.
3. **Noncompliance; Corrective Action.** If the Sound Limit exceeds the dBc levels above, Manager, in accordance with artist contract language, shall fine artists in an effort to deter violation of the agreed upon Sound Limit, subject to the terms of this paragraph. Furthermore, an internal investigation by Manager and City leadership may be initiated within 48 business hours of the Event. Excessive or recurring violations of the agreed-upon Sound Limit shall subject the Manager to financial penalties beginning with the fourth (4th) Event in any calendar year that constitutes a violation, in an amount equal to Five Thousand Dollars (\$5,000) for the fourth (4th) such Event, increasing by an additional Five Thousand Dollars (\$5,000) for each subsequent violating Event during the same calendar year. For purposes of enforcement, an Event shall be deemed a Sound Limit violation only if the performing artists exceed the agreed-upon Sound Limit three (3) or more times during that Event.
4. **Perimeter Monitoring (Proposal and Cooperation).** City desires the ability to measure amplified sound at or near the perimeter of the Amphitheatre. Manager shall cooperate in good faith with City to evaluate perimeter monitoring options. Within ninety (90) days after the Commencement Date, Manager shall provide City a written proposal describing recommended monitoring locations, equipment (permanent, semi-permanent, and/or portable), data retention features, and an estimated cost and implementation schedule. Installation of any perimeter monitoring system shall occur only upon mutual written agreement of the Parties (which may be documented by amendment and/or inclusion in the CAMP).

Exhibit C

MANAGER AND CITY MAINTENANCE OBLIGATIONS

Manager Obligations

1. General Cleaning of seating bowl, stage, backstage, concession, restrooms and all patron areas in the Facility during operating season and after Events. Ensure trash and recycling systems within the Facility are adequate and emptied regularly.
2. Seating Maintenance
 - a. Ensure all guest seating locations are in good repair and in acceptable condition
 - i. Lower bowl folded chairs, all VIP seating, communal tables/chairs, and all seating located within the facility.
3. Lighting & A/V
 - a. Provide maintenance to and replace existing “interior” lighting with the exception of any light poles and wall mounted lights. Manager not responsible for lighting outside of the venue along exterior of perimeter Exhibit A.
 - b. Replace lighting fixtures that are damaged or non-operational due to business operations.
 - c. Inspect and maintain A/V equipment both fixed and temporary.
4. Electrical & Safety Checks
 - a. Conduct monthly inspection of electrical system to prevent safety issues.
5. Maintain Accessibility
 - a. Ensure ADA compliance for all required spaces.
6. Pest Control
 - a. Provide regular pest control coverage for the interior of the venue.
7. Signage & Wayfinding
8. Seasonal Prep & Inspections
 - a. Provide seasonal prep in preparation for opening and closing of venue – winterizing/de-winterizing.
 - b. Conduct regular inspections and repair and replace broken pathway lighting, handrails, steps, bathroom fixtures, doors, and items generally damaged by business operations.

City Obligations

1. Structural Safety & Code Compliance
 - a. Conduct regular inspections to ensure compliance with all relevant building codes as well as the ADA (Americans with Disabilities Act).
 - b. Address any significant structural issues such as foundation cracks, unstable seating tiers, or aging infrastructure over [estimated amount TBD].
 - c. Obtain and renew required occupancy and safety permits.

2. Public Health & Sanitation
 - a. Maintain functional plumbing and water infrastructure.
 - b. Maintain annual / semi-annual tree trimming and maintenance to interior and exterior of venue.
 - c. Maintain and repair perimeter fencing, sidewalks, lighting, and common areas surrounding the venue as outlined in Exhibit A.
 - d. Control pests to protect public health.

3. Environmental Responsibility
 - a. Manage stormwater runoff and prevent erosion or pollution.
 - b. Maintain green spaces, trees, and landscaping around the premises outside the Amphitheatre as defined in Exhibit A.

4. Landscaping and Outdoor Services for Amphitheatre
 - a. Maintain interior landscaping conditions and replace dead shrubs/plants with like for like items.
 - b. Maintain upper event lawn at or better than current conditions – submit annual lawn maintenance plan to Manager.

A RESOLUTION

OF THE CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA TO DESIGNATE CERTAIN REAL PROPERTY AS “LIBERTY PARK”; TO DIRECT THE INCLUSION OF FUNDING IN A FUTURE BUDGET FOR THE INITIAL DEVELOPMENT THEREOF; AND OTHER MATTERS RELATED THERETO.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Simpsonville, South Carolina (the “*City Council*”), the governing body of the City of Simpsonville, South Carolina (the “*City*”), in a meeting duly assembled, as follows:

SECTION 1. Findings. The Council makes the following findings of fact in connection with the adoption of this resolution (the “*Resolution*”):

(A) The City is a municipal corporation of the State of South Carolina (the “*State*”) and, as such, possesses all general powers granted by the Constitution and statutes of the State to such public entities.

(B) On December 9, 2025, the City voted to approve the acceptance of certain real property identified as 0.279 acres near or at the intersection of South Main Street and Fairview Road (the “*Property*”) by Resolution 2025-06, the terms of which are incorporated herein, the Property being located in a highly visible location at the southern entrance to the City.

(C) The City Council has determined that the Property is well suited for development as a gateway park that will enhance the City’s southern entrance, contribute to the public realm, and serve as a welcoming civic space for residents and visitors.

(D) The year 2026 marks significant civic and national milestones, including the one hundred twenty-fifth (125th) anniversary of the incorporation of the City of Simpsonville and the two hundred fiftieth (250th) anniversary of the founding of the United States of America, and the City Council desires to commemorate these milestones through the naming and development of the Property.

(E) The City Council further finds that the development of the Property as a public park is consistent with the City’s ongoing efforts to expand and improve its park system, enhance walkability and connectivity, and invest in small-scale public spaces that strengthen neighborhood identity and sense of place.

SECTION 2. Naming of Property. The City Council hereby names the Property “Liberty Park.”

SECTION 3. Budget Direction. The City Council hereby directs the City Administrator and Finance Director to include a line item in the amount of Fifty Thousand Dollars (\$50,000) in the City’s next fiscal year budget for the purpose of initiating planning, design, and early development activities related to Liberty Park.

SECTION 4. Authorization to Implement; Ratification of Prior Actions. The Mayor, City Administrator, and other appropriate officials and staff of the City are hereby authorized and directed to take such actions and execute such documents as may be necessary or desirable to carry out the intent of this Resolution. All actions previously taken by the officers, employees, and agents of the City in furtherance of the matters contemplated by this Resolution are hereby ratified and approved.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED IN COUNCIL ASSEMBLED this 10th day of February 2026.

CITY OF SIMPSONVILLE, SOUTH
CAROLINA

(SEAL)

By: _____
Paul Shewmaker, Mayor

Attest:

Approved as to Form:

By: _____
Ashley Clark, City Clerk

Daniel R. Hughes, City Attorney

A RESOLUTION

OF THE CITY COUNCIL OF THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, DIRECTING THE CITY ADMINISTRATOR TO INVESTIGATE FEASIBLE STRUCTURES AND LAWFUL FUNDING MECHANISMS TO SUPPORT THE ACQUISITION AND DEVELOPMENT OF PARK PROPERTIES; INCLUDING THE EVALUATION OF A MUNICIPAL PARKS CORPORATION, NONPROFIT FOUNDATION, OR OTHER ALTERNATIVE FUNDING APPROACHES; AND TO USE THE HARLING PROPERTY ON HARRISON BRIDGE ROAD AS AN INITIAL CASE STUDY; AND OTHER MATTERS RELATED THERETO.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Simpsonville, South Carolina (the “*City Council*”), the governing body of the City of Simpsonville, South Carolina (the “*City*”), in a meeting duly assembled, as follows:

SECTION 1. Findings. The Council makes the following findings of fact in connection with the adoption of this resolution (the “*Resolution*”):

(A) The City is a municipal corporation of the State of South Carolina (the “*State*”) and, as such, possesses all general powers granted by the Constitution and statutes of the State to such public entities.

(B) The City Council has, over a period of years, prioritized the acquisition, improvement, and enhancement of public parks and green spaces as essential components of quality of life, economic vitality, environmental stewardship, and community identity.

(C) The City Council recognizes that traditional municipal funding sources may not, alone, be sufficient to support the long-term acquisition and development of public parks and greenspace at the scale desired by the community.

(D) The City Council further finds that other municipalities have utilized a variety of lawful mechanisms, including municipal corporations, nonprofit foundations, hybrid public-private structures, impact fees, and other dedicated or alternative funding sources, to support park acquisition and development.

(E) The City Council desires to evaluate the feasibility, legal requirements, advantages, and limitations of such structures and funding mechanisms for potential use by the City of Simpsonville.

(F) The City Council has identified the Harling Property located on Harrison Bridge Road (the “Harling Property”) as a potential future park site and finds that the evaluation of such property would serve as an appropriate initial case study for the analyses contemplated by this Resolution.

SECTION 2. Direction to Investigate Organizational Structures and Funding Mechanisms. The City Council hereby directs the City Administrator to investigate and evaluate the feasibility and legal requirements associated with establishing one or more of the following, or any combination thereof, to support the acquisition, funding, and development of park properties:

- (A) A municipal parks corporation or similar public entity;
- (B) A nonprofit foundation or charitable organization;
- (C) A hybrid public-private structure; and
- (D) Any other lawful organizational or funding alternative reasonably available to the City.

SECTION 3. Evaluation of Lawful Funding Sources. The City Council further directs the City Administrator to evaluate the potential use of impact fees and any other lawful funding sources that may be available for park acquisition, planning, development, and improvement, including an assessment of applicable statutory requirements and limitations.

SECTION 4. Initial Case Study – Harling Property. The City Council hereby directs that the investigation and evaluations described herein include, as an initial case study, the potential acquisition and development of the Harling Property on Harrison Bridge Road for public park purposes.

SECTION 5. Authorization to Implement; Report to Council. The City Administrator is authorized to consult with legal counsel, financial advisors, planners, and other professionals as deemed necessary to carry out the intent of this Resolution and is directed to report findings and recommendations to the City Council at a future meeting.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED IN COUNCIL ASSEMBLED this 10th day of February 2026.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

(SEAL)

By: _____
Paul Shewmaker, Mayor

Attest:

Approved as to Form:

By: _____
Ashley Clark, City Clerk

Daniel R. Hughes, City Attorney

RESOLUTION NO. 2026-04

RESOLUTION TO CREATE A CITY OF SIMPSONVILLE CITIZEN’S ACADEMY

WHEREAS, the City of Simpsonville encourages citizens to be engaged and be educated about pertinent information about City operations, including city planning and programs, ordinances, elections, and other useful information; and,

WHEREAS, Simpsonville City Council believes that a Citizen’s Academy will serve the purpose of improving education about different aspects of city government for its citizens and residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Simpsonville, in Council assembled that:

Section 1. That the City of Simpsonville Citizen’s Academy is hereby established.

Section 2. That the City of Simpsonville Citizen’s Academy will meet twice per year.

Section 3. That the mission of the City of Simpsonville Citizen’s Academy is to provide a greater understanding of City of Simpsonville operations and to engage City residents with greater familiarity and awareness of City government.

Section 4. That the City Administrator, or its designee, is empowered to create and implement additional program details consistent with the mission of the City of Simpsonville Citizen’s Academy.

Section 5. This Resolution shall take effect immediately upon its adoption.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: _____
Paul Shewmaker, Mayor

ATTEST:

Ashley Clark, Municipal Clerk

APPROVED AS TO FORM:

Daniel Hughes

RESOLUTION NO. 2026-05

RESOLUTION TO REOPEN A PORTION OF HUNTER STREET, A CITY-OWNED STREET IN THE CITY OF SIMPSONVILLE

WHEREAS, on or about July 12, 2022, the City Council of the City of Simpsonville authorized the closure of a portion Hunter Street, said portion being located between Jonesville Road and S. Pliney Circle; and,

WHEREAS, pursuant to state law, the South Carolina state legislature granted City Council the discretion and authority to control its streets. South Carolina Code §5-27-150 states as follows: “[t]he city council of any city containing more than five thousand inhabitants may open new streets, close, widen, or alter streets in the city when, in its judgment, it may be necessary for the improvement of the city;” and,

WHEREAS, the closure of Hunter Street reduced access and slowed down response time for police, fire and first responders, EMS, the postal service and other service vehicles to the neighborhood adjacent to Hunter Street; and,

WHEREAS, the closure of Hunter Street created a safety issue for vehicles exiting left from S. Pliney Circle to N. Main Street, a heavily traveled roadway in the City of Simpsonville; and,

WHEREAS, the closure of Hunter Street increased traffic and wait time for the public on other surrounding roads, including Academy Street, E. College Street and Church Street; and,

WHEREAS, based upon the foregoing, the City Council finds and determines that the reopening of Hunter Street is necessary for the improvement of the City and is in the best interests of the citizens and residents of the City of Simpsonville.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Simpsonville, in Council assembled that:

Section 1. That the portion of Hunter Street between Jonesville Road and S. Pliney Circle be reopened to the public.

Section 2. That the Mayor and City Administrator are authorized, empowered or directed to take such actions necessary to effectuate this reopening.

Section 3. This Resolution shall take effect immediately upon its adoption.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: _____
Paul Shewmaker, Mayor

ATTEST:

Ashley Clark, Municipal Clerk

APPROVED AS TO FORM:

Daniel Hughes