CITY OF SIMPSONVILLE: CITY COUNCIL BUSINESS MEETING
— AGENDA —
Council Chambers, Simpsonville City Hall | March 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. **PRESENTATIONS**
   A. **Heart Huddle AED Awareness through AED Placement and CPR Education**
      Connor Shaw, Founder of Heart Huddle
   B. **Greenville County Redevelopment Authority Annual Action Plan**
      Francisco Arnaiz, Program Manager

5. **APPROVAL OF MINUTES:** Feb. 10, 2026

6. **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.

7. **BUSINESS**
   A. **Second Reading of 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. **First Reading of Ordinance O-2026-02, Mayor and Council Compensation**
      Paul Shewmaker, Mayor

   C. **First Reading of Ordinance O-2026-03, to amend Division 2 (Junk or Abandoned Vehicles) of Article 2 (Nuisances) of Chapter 18 (Environment)**
      Jon Derby, Planning Director

   D. **Resolution R-2026-06, to approve a Second Amendment to the Amphitheatre Naming Rights and Banking Services Agreement and authorize the Mayor to execute the Second Amendment**
      Tee Coker, City Administrator

   E. **Resolution R-2026-07, to authorize a Local Fund Match for Hazard Mitigation Grant projects to support stormwater improvements including the acquisition of real property in the City of Simpsonville**
      Tee Coker, City Administrator

8. **ADJOURNMENT**

CITY COUNCIL MEETING AGENDAS ARE ACCURATE AS OF THE FRIDAY PRIOR TO THE MEETING BUT ARE SUBJECT TO CHANGE UP TO TWENTY-FOUR (24) HOURS BEFORE 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

Approval of 2026 Annual Action Plan Budget and Activities

Agenda

01. Introduction

02. Purpose of Meeting

03. Funding Types National Objectives and Eligible uses

04. Budget

05. Proposed Activities, Projects, and Next Steps

Purpose of Meeting

Background

Budget and Projects Overview

Public Comment

Urban County Agreement

- Formal cooperation agreement between County and City to qualify as a single “Urban County” for HUD Funding
- GCRA administers HUD funding on behalf of City
- Budget allocated to City each year



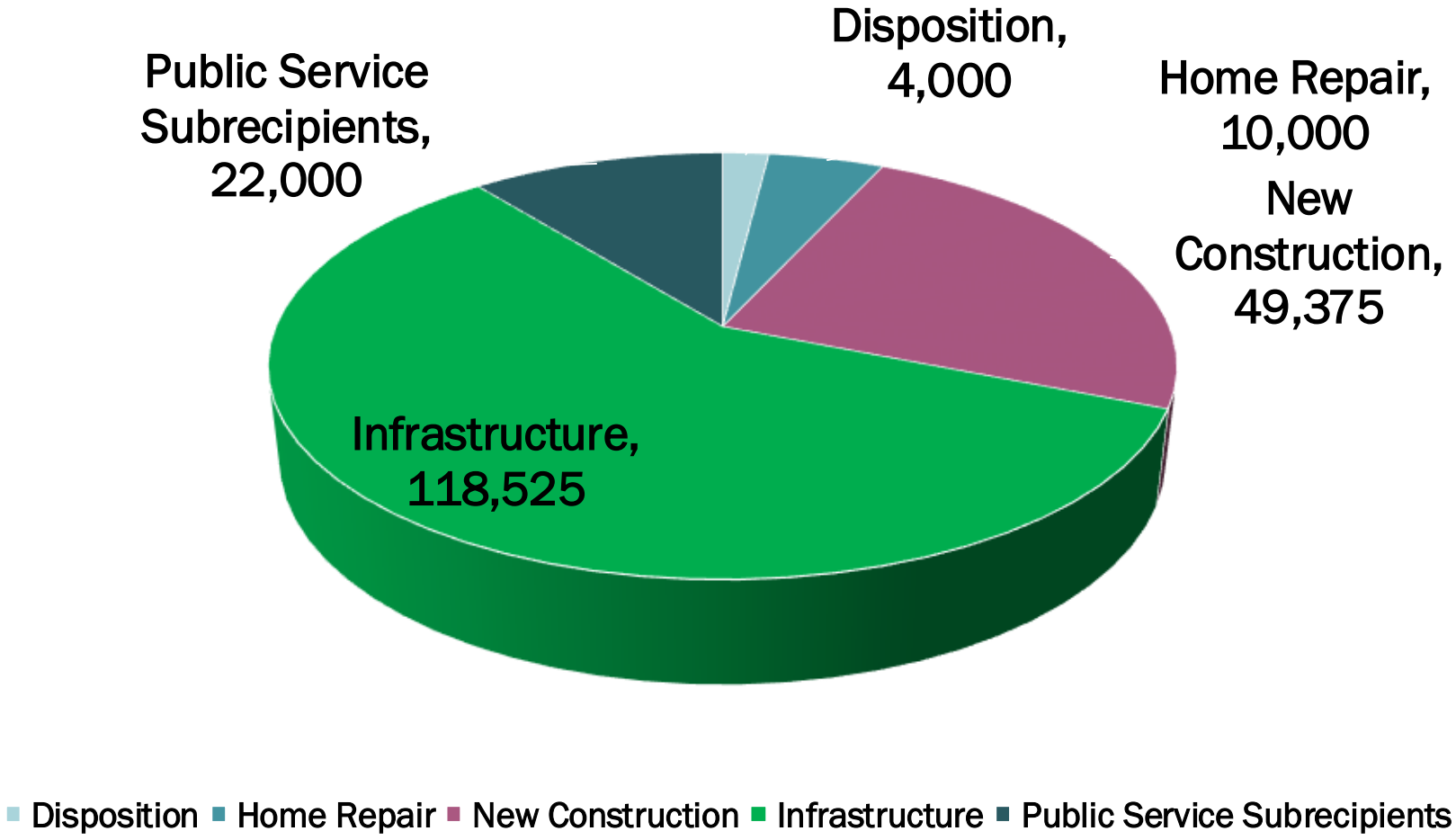
What is the Annual Action Plan (AAP)?

Annual application to HUD for funding for proposed projects

Housing and Community Development strategy, expected resources, goals and projects for upcoming year

Public Comment opportunity

2026 Estimated Funding Allocation: $210,900



Community Development Block Grant (CDBG)

Primary benefit to Low-to-Moderate Income Households or persons

Wide Range of Activities:

Housing Rehab	Public Services Programs	Public Infrastructure and Facilities





Home Investment Partnership (HOME)

- Affordable Housing Development
- For Sale or For Rent
- <80% Area Median Income Household

GCRA – Housing Programs (HOME)

Homeownership Units (New & Rehabbed - GCRA and Housing Partners)

Rental Units – (New and Rehabbed - GCRA & Housing Partners)

First Time Homebuyers Program (DPT & Closing Cost Assistance – CWC)

Investor Program- Rental Rehab

Owner-Occupied Rehabilitation Programs

1. Major – Homeowner Rehab - GCRA
2. Emergency Repair – Program – GCRA & Partner

MLF-Permanent Financing – GCRA funded homes

Rental Assistance - Homelessness Prevention – At risk of homelessness

Rental Assistance - Homelessness-Rapid Rehousing – Literally homeless

Past Projects

Sydney Wilson Court

- Habitat for Humanity Partnership
- GCRA contributed $747,000 for 3 homeownership units



Habitat for Humanity® of Greenville County

Upcoming Projects

College Street Park Renovations



Subrecipients

- City of Simpsonville Senior Center $10,000
- City of Simpsonville Parks and Rec. - TBD
- Center for Community Services $12,000

Next Steps

Accept Public Comment

2/23/2026 – 3/27/2026



Sign Resolution





Thank you

We look forward to hearing from you.

Contact GCRA office for comments at 864-242-9801 or by email at ph@gcra-sc.org

Comments accepted through March 27, 2026

GCRA

CITY OF SIMPSONVILLE
2026 COMMUNITY DEVELOMENT BLOCK GRANT (CDBG)
AND HOME PROGRAM FACT SHEET

Community Development Block Grant (CDBG). This grant is used to help low- and moderate-income people, prevent or eliminate blight, or meet an urgent community need where no other funding is available.

Qualified projects include:

1. ***Projects benefiting an entire neighborhood*** (public works, infrastructure, sewer, streets, sidewalks, parks, and lighting). At least 51 percent of the people in the neighborhood must be verified low to moderate income.

2. ***Projects dealing with housing*** (rehabilitation or new construction). Each household must be verified as income eligible.

3. ***Public service activities*** (education, nutrition, childcare, and medical care). Participants must be income qualified unless they are members of certain groups (seniors, disabled adults, battered and abused spouses and children, illiterates, people with HIV/AIDS, or migrant farm workers). People in these groups are automatically eligible for public service activities.

4. ***Public facilities***. If a community center is for everyone in a neighborhood, the neighborhood must be low or moderate income. If it is for one of the special groups mentioned above, it may be located anywhere inside the city.

5. ***Projects to eliminate slums and blight on a spot basis*** – demolition activities. The site and/or the building must be declared blighted by your city codes department.

6. ***Economic Development***: Revolving loans to existing or start up small business owners and façade improvement to commercial properties in the Central Business Areas for the purpose of creating and retaining low- and moderate-income jobs.

HOME Program. This program is used to increase the supply and provide access to decent and safe affordable housing for low- and moderate-income persons/households. Each participating household must be income qualified.

Funding Available. The City of Simpsonville has the following *estimated* allocation for Program Year 2026: **$203,900**

Simpsonville	CDBG	HOME
Grant Estimated Allocation	$145,125	$49,375
Program Income	$ 9,400	$0
Total	**$154,525**	**$49,375**

Program income is generated by the repayment of CDBG or HOME funded housing loans and has the same use requirements as the original grants.

PROGRAM YEAR 2026 BEGINS JULY 1, 2026

For additional information please contact
Greenville County Redevelopment Authority • 301 University Ridge, Suite South-4300 • Greenville SC 29601
Phone: (864) 242-9801 • Fax: (864) 232-9946

CITY OF SIMPSONVILLE: CITY COUNCIL BUSINESS MEETING
— MINUTES —
Council Chambers, Simpsonville City Hall | Feb. 10, 2026 | 6 p.m.

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1. **CALL TO ORDER**
   Presiding Officer: Paul Shewmaker, Mayor

2. **ROLL CALL**

Councilmember	Present	Absent
Ward 1 – Chad O'Rear	✓	
Ward 2 – Aaron Rupe	✓	
Ward 3 – Shannon Williams	✓	
Ward 4 – Sherry Roche	✓	
Ward 5 – Tim Pinkerton	✓	
Ward 6 – Jerry Tuso	✓	
Mayor Paul Shewmaker	✓	

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**
   Minutes from the business meeting on Jan. 13, 2026 were approved as written.

5. **CITIZEN COMMENTS:**
   Debbie Smith, Dee Conits, and Barry Smith expressed concerns about traffic congestion. Stephanie Kelley, Donna Moon, Pete Calhoun, Janet Moore, Sandra Wilson, Brian Curtis, and Rebecca Jenkins expressed concerns about reopening of Hunter Street.

6. **BUSINESS ITEMS**
   A. First Reading of Ordinance O-2026-01, Proposed ordinance for the issuance and sale of City 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
   Motion by Councilmember Pinkerton, with a second by Councilmember Rupe to approve First Reading of 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 to the next business meeting.
   Y-7 N-0. Motion carried.

   B. Approval of Welcome Center Budget
   Motion by Councilmember Roche with a second by Councilmember Williams to approve the Welcome Center Budget.
   Y-7 N-0. Motion carried.

   C. Approval of Accommodations Tax Advisory Committee Recommendations
   Motion by Councilmember Roche with a second by Councilmember Rupe to approve the updated Accommodations Tax Advisory Committee Recommendations.
   Y-7 N-0. Motion carried.

D. Resolution R-2026-01, Heritage Park Amphitheatre Management Contract
Motion by Councilmember Roche with a second by Councilmember Pinkerton to approve Resolution R-2026-01, Heritage Park Amphitheatre Management Contract.
Y-7 N-0. Motion carried.

E. Resolution R-2026-02, to Form a New Park and Budget for Development
Motion by Mayor Shewmaker with a second by Councilmember Roche to approve Resolution R-2026-02, to Form a New Park and Budget for Development.
Y-7 N-0. Motion carried.

F. Resolution R-2026-03, for Parks Acquisition and Funding Structure Exploration
Motion by Mayor Shewmaker with a second by Councilmember Williams to approve Resolution R-2026-03, for Parks Acquisition and Funding Structure Exploration.
Y-6 N-1. Councilmember Pinkerton voting no. Motion Carried.

G. Resolution R-2026-04, Citizens Academy
Motion by Councilmember Roche with a second by Councilmember Rupe to approve Resolution R-2026-04, Citizens Academy.
Y-7 N-0. Motion carried.

H. Resolution R-2026-05, Reopening of Hunter Street to Through Traffic
Motion by Councilmember O'Rear with a second by Councilmember Rupe to approve Resolution R-2026-05, Reopening of Hunter Street to Through Traffic.

Motion by Councilmember O'Rear with a second by Councilmember Pinkerton to amend Resolution R-2026-05, Reopening of Hunter Street to Through Traffic by Aug. 8, 2026, and in the intervening time for staff to perform a study finding mitigation steps in advance of reopening.
Y-4 N-3. Councilmembers Roche and Williams, Mayor Shewmaker voting no. Motion to amend carried.

Motion by Councilmember Roche with a second by Councilmember Williams to amend Resolution R-2026-05 by striking the third whereas: the closure of Hunter Street reduced access and slowed down response time for police, fire, first responders, EMS, the postal service, and other service vehicles to the neighborhood adjacent to Hunter Street.
Y-3 N-4. Councilmembers O'Rear, Rupe, Pinkerton, and Tuso voting no. Motion failed.

Main motion as amended Resolution R-2026-05, reopening of Hunter Street to Through Traffic by Aug. 8, 2026, and in the intervening time for staff to perform a study to find mitigation steps in advance of reopening. Main Motion as amended Y-4 N-3. Councilmembers Roche and Williams, Mayor Shewmaker voting no. Motion to approve Resolution R-2026-05 as amended carried.

7. **ADJOURNMENT:** 8:00 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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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.

Section 9.06 Notices

All notices, certificates, or other communications hereunder or under the Bond Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows:

If to the City:	City of Simpsonville, South Carolina 425 E. Curtis Street Simpsonville, South Carolina 29681 Attention: City Administrator
If to the Trustee:	U.S. Bank Trust Company, National Association Mail Code: EX-SC-WMSC 1441 Main Street, Suite 775 Columbia, South Carolina 29201 Attention: Corporate Trust Services

The City and the Trustee may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

[End of Article IX]

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

EXHIBIT A

(FORM OF BOND)

CITY OF SIMPSONVILLE, SOUTH CAROLINA
SEWER SYSTEM REVENUE REFUNDING BOND
SERIES 2026

No. R-1

Issue Date	**Maturity Date**	**Interest Rate**

PRINCIPAL AMOUNT: _____

REGISTERED HOLDER: _____

The **CITY OF SIMPSONVILLE, SOUTH CAROLINA** (the ***"City"***), a body corporate and politic and a municipal corporation of the State of South Carolina (the ***"State"***), acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to the Registered Holder named above, or its registered assigns, the Principal Amount stated above on the payment dates set forth below, unless this Series 2026 Bond shall have been redeemed prior thereto as hereinafter provided and to pay interest on such principal amount at the Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the City with respect to the payment of such principal amount shall be discharged. Interest on the Bond will be payable semiannually each _____ 1 and _____ 1, commencing _____ 1, 20__. Principal of the Bond will be payable in annual installments on each _____ 1 in each of the years and in the amounts as follows:

Year	Principal Amount	Year	Principal Amount

The principal and interest so payable will be paid to the person in whose name this Series 2026 Bond is registered at the close of business on the 15th day of the month immediately preceding such Bond Payment Date (the ***"Record Date"***).

The principal of this Series 2026 Bond and interest hereon shall be payable by check or draft mailed at the times provided herein without presentation or surrender of the Bond from the designated office of U.S. Bank Trust Company, National Association (the ***"Trustee"***) to the person in whose name this Series 2026 Bond is registered on the Record Date at the address shown on the registration books. The principal of and interest on this Series 2026 Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

[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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

CERTIFICATE OF ORDINANCE

I, the undersigned, City Clerk of the City of Simpsonville, South Carolina (the ***"City"***), **DO HEREBY CERTIFY**:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance of the City Council of the City (the ***"City Council"***) which was given two readings on two separate days, with an interval of at least six days between the readings by the City Council. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the City Council, in the custody of the City Clerk.

That each of said meetings was duly called, and all members of the City Council were notified of the same; that a quorum of the membership remained throughout the proceedings incident to the enactment of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand this 10th day of March, 2026.

_____
City Clerk
City of Simpsonville, South Carolina

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

SIMPSONVILLE ORDINANCE O-2026-02

AN ORDINANCE TO AMEND SECTION 2-39 (COMPENSATION OF MAYOR AND COUNCIL MEMBERS) OF DIVISION 1 (GENERALLY) OF ARTICLE II (COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE CITY OF SIMPSONVILLE CODE OF ORDINANCES

WHEREAS, the City of Simpsonville City Council reviews its Ordinances at various times to make necessary improvements and/or changes; and,

WHEREAS, the City of Simpsonville desires to amend its existing ordinances regarding compensation of Mayor, Mayor Pro Tem, and Council members; and,

WHEREAS, the City has not authorized a pay increase for its elected officials in more than twenty (20) years; and,

WHEREAS, City desires to amend Section 2-39 of the Code of Ordinances to (1) direct for the specific annual salary of the Mayor, Mayor Pro Tem, and Council be designated in its annual budget ordinance and (2) establish a procedure to address salary adjustments for the Mayor, Mayor Pro Tem, and Council; and,

WHEREAS, the Council finds and determines that this ordinance is in the best interests of the citizens and residents of the City of Simpsonville.

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

Section 1. That Section 2-39 (Compensation of Mayor and Council Members) of Division 1 (Generally) of Article II (Council) of Chapter 2 (Administration) be amended as follows: [Additions are underlined; deletions are ~~struck through~~.]

Sec. 2-39 – Compensation of mayor and council members.

(a) The annual salary of the Mayor, the Mayor Pro Tem, and the Council members shall be set from time to time in accordance with S.C. Code § 5-7-170 (1976). The specific annual salary for each office (Mayor, Mayor Pro Tem, and Council) shall be stated in the City's annual budget ordinance.

(b) No ordinance or portion of any ordinance increasing or decreasing the salary of Council members and the Mayor shall become effective until the commencement date of the terms of two or more members elected at the next general election following the adoption of the ordinance, at which time it ~~will~~ shall become effective for all members, whether or not they were elected in that election. The remainder of any such ordinance shall take effect according to its terms.

(c) ~~The mayor and council members may also receive payment for actual expenses incurred in the performance of their official duties.~~ In any year in which a general municipal election is held for mayor or council members, the City Administrator and Finance Director shall include in the

proposed budget ordinance a recommended adjustment to the annual salaries of the Mayor, Mayor Pro Tem and Council Members. Such recommended adjustment shall be equivalent to the cumulative general pay increases approved for City employees during the two (2) fiscal years immediately preceding the election year.

(d) The provisions of this Section shall not be construed to require City Council to approve any recommended salary adjustment. All salary amounts shall remain subject to approval, modification, or denial by City Council through the budget ordinance and any applicable compensation ordinance, in accordance with state law.

(e) The Mayor and Council may also receive payment for actual expenses incurred in the performance of their official duties.

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

Section 3. Suspension of Conflicting Ordinances, Rules, Orders or Resolutions. All ordinances, rules, orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby suspended for the duration of this ordinance.

Section 4. Savings Clause: Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as stated in Section 3 of the ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. Effective Date of the Ordinance. This ordinance shall be effective immediately upon second and final reading.

DONE in meeting duly assembled this ____ day of _____, 2026.

SIGNATURE OF MAYOR:

_____

Paul Shewmaker

ATTEST:

_____

Ashley Clark
City Clerk

APPROVED AS TO FORM:

_____

Daniel Hughes
City Attorney

First Reading: ** , 2026
Second Reading: ** , 2026

Simpsonville Planning Department
Planning & Economic Development Director
Jon Derby

AGENDA ITEM

To: City Council

Meeting Date: 3/10/2026

Agenda Item: O-2026-03, Code of Ordinance, Derelict Vehicle

Subject: First Reading - Amendments to Chapter 18, Article II, Division II, Section 18-61

Attachments: ☒Proposed Code of Ordinance ☐Proposed Zoning Ordinance ☐Discussion from Council ☐Locations Maps ☐ Petitions ☐Traffic Study ☒Supp. Sections of the Code

Brief Description of Request

From time-to-time staff discovers areas of the City Code of Ordinance that may need some refinement. In this case, staff has requested changes to the sections listed below.

Section(s)	Amendment	Reason
18-61	To Amend the location permitting & prohibiting derelict vehicles	Clarify language that better defines the nuisance and the appropriate storage.

Council Committee of the Whole

This item was presented before the Council at the February 24th meeting. Additional information has been provided from Section 18-36 "Definitions" for Derelict vehicles.

Staff Comments

The current language for §18-61 (Abandonment prohibited; junk motor vehicle defined), defines what a junk vehicle is and provides permitted location options to allow junk vehicles within a property. These location options are also mentioned in the exception portion of *Derelict Motor Vehicle* definition § 18-36 *Definitions*. However, Section 18-61 further explains that junk vehicles can be stored in "areas" in addition to a 3-sided building or enclosed building. This term, "area" is not mentioned in the definition Section of 18-36 as an option nor is it defined. With junk vehicles being synonymous with derelict vehicles, it can create confusion or inconsistency within the intent of the code.

Staff has requested this portion be removed and better clarify the allowable locations.

Sec. 18-36 - Definitions.

As used in this division, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

Abate means repair, replace, remove, destroy or otherwise remedy the condition in question by such means, in such time, in such a manner and to such an extent as the enforcement officer or hearing committee shall determine to be in the best interest of the public, taking into account all facts and circumstances.

Business days means Monday through Friday.

Derelict motor vehicle means:

(1) Any kind or type of automobile, truck or trailer without current license plates and/or on which property tax has not been paid; or

(2) Which is dismantled, partially dismantled or wrecked, discarded or incapable of self-propulsion or being moved in the manner for which it was originally intended; or

(3) Whose registered and legal owner of record disclaims ownership or releases his rights thereto; or

(4) Which has been left on private property without the consent of the owner, occupant or lessee thereof for a period of time exceeding 24 consecutive hours; or

(5) Which has been left on any street, alleyway, or sidewalk, or public property anywhere within the corporate limits of the city for a period of time exceeding 24 consecutive hours.

(6) Exceptions:

(i) This section shall not apply to a motor vehicle located on a licensed new or used car lot, commercial garage, wrecker or storage facility, or stored within a three or more sided garage or building;

(ii) An exception will be made for maintenance, repair, of motor vehicles not to exceed one in number by the property owner for a period not to exceed three (3) months.

(iii) An exception will be made for restoration of motor vehicles not to exceed one in number by the property owner for a period not to exceed six months.

Enforcement officer means a law enforcement officer, code enforcement official or city employee or official as may be designated in writing by the city administrator to enforce the provisions of this division.

Graffiti means any unauthorized inscription, word, figure, painting or other defacement that is written, marked etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization.

RESOLUTION R-2026-06

A RESOLUTION APPROVING A SECOND AMENDMENT TO AMPHITEATRE NAMING RIGHTS AND BANKING SERVICES AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT

WHEREAS, the City of Simpsonville ("City") and Coastal Carolina National Bank ("CCNB") entered into the Amphitheater Naming Rights and Banking Services Agreement ("Agreement") dated May 11, 2021, and a First Amendment to the Agreement dated September 4, 2024; and,

WHEREAS, the parties desire to enter into a Second Amendment to the Agreement, a copy of which is attached hereto as **Exhibit "A,"** the terms and conditions of which are incorporated herein as if set forth fully; and,

WHEREAS, the City Council finds and determines that the Second Amendment to the Agreement is in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

1. The City Council hereby approves the Second Amendment to Amphitheater Naming Rights and Banking Services Agreement attached to this Resolution as Exhibit "A" and hereby authorize the Mayor to execute the Second Amendment on behalf of the City of Simpsonville.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: _____
Paul Shewmaker, Mayor

ATTEST:

_____
Ashley Clark, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes

EXHIBIT "A" TO RESOLUTION

SECOND AMENDMENT TO AMPHITHEATRE NAMING RIGHTS AND BANKING SERVICES AGREEMENT

This **SECOND AMENDMENT TO AMPHITHEATRE NAMING RIGHTS AND BANKING SERVICES AGREEMENT** (the "***Second Amendment***"), is made and entered into this ___ day of _____, 2026 (the "***Effective Date***"), by and between the City of Simpsonville, South Carolina, a body corporate and politic and a municipal corporation of the State of South Carolina (the "***City***"), and Coastal Carolina National Bank ("***CCNB***" and together with the City, the "***Parties***").

RECITALS

WHEREAS, the Parties entered into that certain Amphitheatre Naming Rights and Banking Services Agreement dated May 11, 2021, as amended on September 4, 2024, by the First Amendment to Amphitheatre Naming Rights and Banking Services Agreement (together, the "***Amended Agreement***"); and

WHEREAS, pursuant to the terms of the Amended Agreement, CCNB agreed to serve as the sponsor for Heritage Park Amphitheatre and to provide banking services to the City during the duration of the sponsorship; and

WHEREAS, the Parties now desire to further amend the terms of the Amended Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Section 1(l) of the Amended Agreement is amended and restated in its entirety, as follows:

> "Term" means the period from the Naming Rights Effective Date through and including October 31, 2026 (the "Term"), unless earlier terminated pursuant to the terms of this Agreement.

2. Section 8(b) of the Amended Agreement is amended and restated in its entirety, as follows:

> Timing of Payments. The sponsorship commitment will be paid in quarterly payments, for the duration of the Term, in the amount of Sixteen Thousand Two Hundred Fifty and No/100 ($16,250.00) Dollars each. The next quarterly installment shall be due on May 1, 2026, and the final quarterly installment shall be due on August 1, 2026.

3. Sections 5(a), 13, 16(c), 16(d) and 21 of the Amended Agreement are deleted in their entirety.

4. Except as expressly modified by this Second Amendment, all terms and conditions of the Amended Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Amended Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control.

5. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. This Second Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, this Second Amendment has been executed by undersigned authorized representatives of both the City and CCNB and is effective as of the Effective Date.

COASTAL CAROLINA NATIONAL BANK

By: _____
Name: _____
Title: _____

CITY OF SIMPSONVILLE, SOUTH CAROLINA

By:_____
Paul Shewmaker, Mayor

Attest:

_____
Ashley Clark, City Clerk

FIRST AMENDMENT TO
AMPHITHEATRE NAMING RIGHTS AND
BANKING SERVICES AGREEMENT

This **FIRST AMENDMENT TO AMPHITHEATRE NAMING RIGHTS AND BANKING SERVICES AGREEMENT** (this "***Amendment***"), dated as of the last date entered below, is entered into by and among the **City of Simpsonville, SC** (hereinafter the "***City***") and **Coastal Carolina National Bank** (hereinafter "***CCNB***").

WHEREAS, the City and CCNB are parties to that certain Amphitheatre Naming Rights and Banking Services Agreement dated May 11, 2021 (the "***Agreement***"), whereby the City agreed to grant to CCNB certain rights related to the Heritage Park Amphitheatre, as well as certain other rights and privileges, in exchange for certain payments and obligations, all as further described in the Agreement; and

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are incorporated herein as agreements between the parties.

2. The Term of the Agreement, described in Section 1(l) shall be extended to January 31, 2029.

3. Section 5(c) of the Agreement shall be amended to provide that the City will provide CCNB with twelve (12) VIP/Reserved seat tickets. The City shall not be obligated to provide CCNB with any lawn general admission tickets.

4. The annual sponsorship amount due from CCNB to the City, as described in Section 8(a), shall be amended to Sixty Five Thousand and no/100 ($65,000.00) Dollars.

5. The "copy to" notice address to CCNB, as shown in Section 18(b) shall be amended to:
   Erin Culbertson, Esq.
   Culbertson Andrighetti, LLC
   10 Williams St.
   Greenville, SC 29601
   864-370-8222
   erin@palmettolawfirm.com

6. Capitalized terms not defined herein shall have the meanings assigned to them in the Agreement. Except as amended by this Amendment, all other provisions, terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in multiple counterparts that, together, shall constitute the entirety of this

Amendment. This Amendment may be executed and delivered by facsimile or email which facsimile or email shall constitute a binding and valid execution hereof.

Signatures on following pages

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

THE CITY:

City of Simpsonville, SC

By: Dianna Gracely
Print: Dianna Gracely
Its: City Administrator

Date signed by the City: 9/4/24

CCNB:

Coastal Carolina National Bank

By:
Print: Russell Vedder
Its: CFO

Date signed by CCNB: 8/30/2024

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AMPHITHEATRE NAMING RIGHTS AND BANKING SERVICES AGREEMENT

THIS AMPHITHEATRE NAMING RIGHTS AND BANKING SERVICES AGREEMENT ("Agreement") is entered into as of the 11th day of May, 2021, by and among the CITY OF SIMPSONVILLE, SC ("the City") with offices at 118 NE Main Street, Simpsonville, SC, 29681, and Coastal Carolina National Bank ("CCNB"), with offices at 1012 38th Avenue North, Myrtle Beach, SC, 29577.

RECITALS

A. The City owns and operates the Heritage Park Amphitheatre. CCNB is a corporation, which as of the date of this Agreement, specializes in providing personal and commercial community banking.

B. CCNB desires to continue to serve as a sponsor for the Heritage Park Amphitheatre and to provide banking services to the City during the duration of the sponsorship.

C. CCNB and the City are entering into this Agreement under which the City will be required to utilize the designation "CCNB Amphitheatre at Heritage Park" wherever possible as the name of the Amphitheatre, and to utilize CCNB for its Banking Relationship as is defined more fully herein.

NOW, THEREFORE, in consideration of the mutual promises, duties and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

a. "Amphitheatre Advertising Inventory" refers collectively to the CCNB Advertising, as more particularly detailed in Exhibit A, the Amphitheatre Graphic Logo and Amphitheatre Mark, together with all substitutions, additions and enhancements thereto which may subsequently be agreed to by the parties

b. "Amphitheatre Event" refers to an exhibition, musical concert, theatre event, convention, trade show, charitable event, political event, religious gathering and any other event which takes place in or at the Amphitheatre and which is open to the general public

c. "Amphitheatre Graphic Logo" refers to the mark incorporating the Amphitheatre Mark and the current Amphitheatre graphic design shown upon Exhibit B attached hereto.

d. "Amphitheatre Mark" refers to the "words only" trademark comprising all or a portion of one or more CCNB and which is to be created pursuant to Section 10 and which is subject to modification as set forth herein. As of the Naming Rights Effective Date, the Amphitheatre Mark shall consist only of the words "CCNB Amphitheatre at Heritage Park."

e. "Banking Relationship" means City's entire banking relationship as set forth more particularly on Exhibit D which shall include but is not limited to all of City's checking, savings and money market accounts; all of the City's banking services needs and all banking services for use in connection with the operation of the CCNB Amphitheatre at Heritage Park.

f. "CCNB" means Coastal Carolina National Bank aka CCNB and all trademarks, copyrights and service marks of CCNB.

g. "CCNB Advertising" means any and all logos, service marks, advertising, promotions and/or sponsorships which are intended to advertise, promote, or otherwise publicize the name and/or identify the business of CCNB as set forth on Exhibit C, together with all substitutions, additions and enhancements thereto which may subsequently be agreed to by the parties.

h. "CCNB Direct Competitor" means any commercial bank, savings bank, credit union or other financial services company engaged in the business of providing 1) retail and commercial lending services, 2) retail and commercial deposit services, 3) residential mortgage lending services including primary, secondary and investment property lending either for sale or retention, 4) cash and treasury management services, 5) merchant banking services, 6) electronic banking services and 7) any other financial product or service now or hereafter provided by CCNB during the Term of the Agreement.

i. "Naming Rights" means the exclusive right and license during the Term to name the Amphitheatre at Heritage Park.

j. "Naming Rights Effective Date" means the effective date of this Agreement.

k. "Naming Rights Holder" means the party which, pursuant to this Agreement, has the right to exercise the Naming Rights. As of the Naming Rights Effective Date (as defined herein) the Naming Rights Holder shall be considered CCNB, subject at all times to the provisions hereof.

l. "Term" means the period from the Naming Rights Effective Date through and including January 31, 2025 (the "Term"), unless earlier terminated pursuant to the terms of this Agreement.

2. Grant of Naming Rights. During the Term of this Agreement, the City hereby licenses the Naming Rights to CCNB. As of the Naming Rights Effective Date, the Amphitheatre shall be known as the "CCNB Amphitheatre at Heritage Park" an all references in this Agreement to the Amphitheatre shall then refer to "CCNB Amphitheatre at Heritage Park." The City shall use commercially reasonable efforts during the Term to (i) cause any and all announcements relating to the Amphitheatre or an Amphitheatre Event in print or broadcast media advertising for the Amphitheatre or an Amphitheatre Event to refer to the Amphitheatre as "CCNB Amphitheatre"; (ii) identify the Amphitheatre as "CCNB Amphitheatre at Heritage Park" in all official documents, press releases, and Naming Rights Inventory; (iii) cause others (including, without limitation, news media, sports teams, service providers, advertisers, promoters and sponsors) to identify the Amphitheatre as "CCNB Amphitheatre at Heritage Park"; and (iv) use the Amphitheatre Graphic Logo and Amphitheatre Mark consistent with

the provisions of this Agreement. The City shall use commercially reasonable efforts to include in all contracts (including leases and uses agreements) involving the use of the Amphitheatre for any Amphitheatre Event open to the public or for the provision of services in connection with an Amphitheatre Event open to the public, which is entered into after the Naming Rights Effective Date, a requirement to refer to and identify the Amphitheatre as "CCNB Amphitheatre at Heritage Park" in all promotional, advertising and other material disseminated to the public by or on their behalf.

3. Limitations on Rights in Favor of CCNB.

   a. Non-Application of Rights. The rights granted under this Agreement shall not preclude the City or its principals, employees or agents from contracting to host bona fide events at the Amphitheatre for which a CCNB Direct Competitor has contracted for sponsorship rights directly with the performer, exhibitor or artist; provided however, that no CCNB signage shall be covered or otherwise obscured during any such event. By way of example, if a CCNB Direct Competitor sponsors a national tour, the City shall not be prohibited from contracting with that promoter to host such tour in the Amphitheatre even if this involves a CCNB Direct Competitor advertising and promoting itself in the Amphitheatre and in the marketplace.

   b. Likeness. CCNB acknowledges and agrees that the rights granted pursuant to this Agreement do not include: (i) the right to use the names, likenesses, voices or images of any City officials, agents or employees.

4. Signage. The City shall permit:

   a. The CCNB name and logo scrim or permanent signage located on mutually agreeable location(s) on the stage house. Prior to the placement of any logo scrim or permanent signage as identified in this paragraph, CCNB shall submit a placement plan and signage design details to the City for review and approval. However, CCNB shall have the right to cover or obscure such signage using any CCNB Mark in the event CCNB were to object to any event at the Amphitheatre. The City shall, to the extent reasonably practicable, provide CCNB with advance notice of events scheduled at the Amphitheatre.

   b. Directional (trailblazer) sign(s) off I-385 and on all major thoroughfares leading to the park and Amphitheatre entrance may also be used. Since this signage may be located outside city limits, such signage will require permission from neighboring jurisdictions as well as SCDOT. This signage is, therefore, contingent upon obtaining all needed or required approvals.

   c. CCNB shall reserve the right to advertise on the digital portion of the marquee sign at the entrance of Heritage Park on Main Street. The digital portion of the marquee sign shall display CCNB's advertising as may be amended from time to time. Such advertising must be displayed for a minimum length of Ten (10) seconds every minute. Further, CCNB and the City shall equally bear all costs and expenses in connection with any redesign, reconstruction, and maintenance of the marquee sign at the entrance of Heritage Park on Main Street and any additional signage mutually agreed upon by the city and the CCNB.

d. Featured exposure on the Amphitheatre website. The website shall be renamed to be ccnbampitheatre.com with a link on the Amphitheatre website to the CCNB website, myccnb.com. CCNB shall be allowed but not required cross-promote Amphitheatre Events on its website, myccnb.com, and all social media platforms.

5. CCNB Amenities. CCNB shall receive:

a. Amphitheatre Use. Three days per calendar year during the term of this Agreement, the City agrees to make the Amphitheatre available for a day-long event for CCNB employees, families and friends of CCNB (or other use desired by CCNB and approved by the City) on a date to be determined by the parties that does not conflict with other events scheduled to be held in the Amphitheatre. CCNB will bear all costs of food and beverage service and event personnel to hold the event and will be subject to the City's standard terms and conditions for Amphitheatre licensees, except that CCNB shall not be obligated to pay any costs for use of the Amphitheatre or for regularly employed Amphitheatre staff (if any) assigned to the event in their normal capacity

b. Joint Promotions. The City will provide CCNB with the first opportunity to conduct joint promotional campaigns and activities and sponsorships, designed to enhance the business of both the Amphitheatre and CCNB generally, such as press announcements, youth programs, personal appearances, coupon distributions, and point of purchase displays in CCNB locations.

c. VIP TICKETS/PARKING. The City will provide CCNB with 10 VIP/Reserved Seat tickets, 5 VIP parking spaces per event and 10 lawn general admission tickets at events where VIP amenities and tickets (both VIP/Reserved and general admission) are offered.

d. CCNB may, to the extent commercially reasonable, install and maintain, at CCNB's cost, throughout the term of this Agreement, a temporary or permanent kiosk in a high traffic location within the Amphitheatre for display and/or sale or CCNB's products and services. Installation, maintenance, and operation of the kiosk(s) shall be at the expense of CCNB. The City will provide a power supply to the selected site. CCNB

e. City agrees to incorporate CCNB and CCNB Advertising into any Amphitheatre on-site announcements, videos or other methods of exposure which will promote CCNB to attendees at Amphitheatre events.

f. City agrees to incorporate CCNB Advertising into any Amphitheatre advertising targeted at the general public who will be exposed to advertising of Amphitheatre Events.

6. Changes in Business of CCNB; Changes in CCNB Direct Competitors

a. Change in business of CCNB. At the option of CCNB, at any one time during the period 45-60 days prior to an anniversary of the Naming Rights Effective Date, CCNB may notify the City of additional products or services which CCNB is providing or will provide as of the immediately forthcoming anniversary, along with

information reasonably requested by the City to review such proposed changes. The City and CCNB agree that any person or entity engaged in the same businesses for which CCNB provides timely notice to the City under this section 6(a) shall be considered a CCNB Direct Competitor.

b. Notice of CCNB Direct Competitors. The City and CCNB acknowledge and agree that the marketplace in which CCNB operates is continually changing, and certain entities which CCNB agrees are not currently CCNB Direct Competitors could become CCNB Direct Competitors in the future. At the option of CCNB, at any one time during the period 45-60 days prior to an anniversary of the Naming Rights Effective Date, CCNB may notify the City of persons and/or entities who CCNB has reasonable basis to believe is/are CCNB Direct Competitors (the "Direct Competitor Notice"). The City shall have 30 days after receipt of such Direct Competitor Notice to notify CCNB that all or any such persons or entities are or are not CCNB Direct Competitors, as the case may be, with reasons stated therefore (an "Objection Notice"). Failure by the City to send an Objection Notice in a timely manner shall be deemed an approval of all parties listed in the Direct Competitor Notice as CCNB Direct Competitors. If the City accepts the designation of one or more persons/entities as CCNB, then those persons/entities shall be considered CCNB Direct Competitors effective as of the forthcoming anniversary date of the Naming Rights Effective Date. If the City does not accept the designation of one or more persons/entities as CCNB Direct Competitors, the City and CCNB agree to further discussion regarding the consideration of the persons/entities as a CCNB Direct Competitor.

7. Event Exposure. The City agrees to provide the following items related to events and programs at the Amphitheatre:

   a. Tickets. In the case of all tickets sold from the on-site box office at the Amphitheatre, to cause the Logo or the Mark to be displayed on said tickets and in the case of tickets sold online or through other service providers such as Ticketmaster or Live Nation, the City shall cause the Logo or the Mark to be displayed on said tickets, when possible;

   b. Programs. To the extent practicable, to cause a Logo to be displayed in Amphitheatre event programs, together with (in the same location as the copyright notice section) a legend stating that the Logo specified by CCNB is used under license from CCNB; and

   c. Public Address. To the extent practicable, to cause, at least once prior to the beginning of each event, a public address announcement that welcomes the attendees to the CCNB Amphitheatre at Heritage Park.

8. Payment of Sponsorship.

   a. Amount of Sponsorship. CCNB agrees to sponsor the Heritage Park Amphitheatre through payments made to the City in the sum of Fifty Thousand and No/100 ($50,000.00) Dollars annually in consideration of the benefits provided pursuant to this Agreement.

b. Timing of Payments. The sponsorship commitment will be paid in quarterly payments, for the duration of thirty-six (36) months, in the amount of Twelve Thousand Five Hundred and No/100 ($12,500.00) Dollars, as long as the City's entire Banking Relationship remains at CCNB. Payment shall continue as has been conducted herein previously with the next payment date being August 1, 2021. Payments shall follow the same quarterly payment structure throughout the term of this Agreement.

c. Production Expenses. CCNB agrees that all expenses related to the modification of the Amphitheatre and/or Amphitheatre Advertising Inventory to reflect the change in the name of the Amphitheatre as provided for in this Agreement shall be paid by CCNB unless otherwise agreed.

9. Change of Control.

a. Change in Control of CCNB. In the event that a single entity, person, or group (the "Acquirer") acquires or otherwise owns more than fifty percent (50%) of the voting shares of CCNB on a non-diluted basis and elects to change the name of CCNB, then Acquirer may request a name change (the "Proposed Name Change"), provided that the Proposed Name Change must be a name related to the actual or proposed corporate name or identity of the Acquirer, and provided that there is no Event of Default by CCNB or Acquirer on the date which the Proposed Name change is submitted by Acquirer. The City may, within sixty days after receipt of notice that Acquirer has requested the Proposed Name Change, either accept or reject such Proposed Name Change in the City's sole discretion. If the Proposed Name Change accepted by the City, then Acquirer shall become the Naming Rights Holder and shall pay all expenses and costs incurred by the City in modifying the Amphitheatre Advertising Inventory, Amphitheatre Graphic Logo and Amphitheatre Mark and any other reasonable actual expenses and costs incurred by the City to effect such renaming. CCNB shall pay all costs related to any rebranding.

10. Amphitheatre Mark and Amphitheatre Graphics Logo

a. Modification of Amphitheatre Mark and Amphitheatre Graphic Logo. The parties agree that in the event the City or CCNB elect to modify the current Amphitheatre Mark and the Amphitheatre Graphic Logo, such costs to modify shall be borne equally by the City and CCNB provided that the final design of the Amphitheatre Mark and Amphitheatre Graphic Logo shall be subject to the approval of the City, which approval shall not be unreasonably withheld, delayed, or conditioned. CCNB agrees that the City shall own all right, title and interest, including without limitation the copyright, in and to the Amphitheatre Mark and the Amphitheatre Graphic Logo, subject to CCNB's ownership of all intellectual property rights in and to the Charter House Marks. The City shall license or acquire from the creator or the Amphitheatre Graphic Logo's "artist's design" sufficient rights, including but not limited to rights in any copyright, to permit unrestricted use of the Amphitheatre Graphic Logo trademark.

b. License to Use CCNB House Marks. CCNB hereby grants to the City a non-exclusive, royalty-free license to use CCNB House Marks during the Term of this Agreement for the purpose of (i) using the CCNB House Marks to advertise the Amphitheatre and Amphitheatre Events subject to the conditions herein and (ii) for

the purpose of allowing the City to create, use and own the Amphitheatre Mark and Amphitheatre Graphic Logo. CCNB shall have prior approval rights with respect to any form of advertising of the CCNB House Marks (excluding advertising containing Amphitheatre Mark or Amphitheatre Graphic Logo), provided that (1) such approval will not be unreasonably withheld or delayed, (2) the parties shall reasonably agree upon a mutually convenient process for such approvals to be requested and obtained, and (3) the City shall not be obligated to resubmit a request for approval for proposed advertising similar to that which has already been approved. The City agrees that it will cause to on or within all advertising, promotional or display material bearing the CCNB House Marks, below and to the right of said marks or logos, the identification "(R)" or "TM" or "SM" as will be designated by CCNB. CCNB agrees that it will not, during the Terms of this Agreement, attack the title or any rights of the City in and to the Amphitheatre Mark or Amphitheatre Graphic or attack the validity of the license granted under this Section 10(b). The City hereby agrees that every use of CCNB House Marks shall inure to the benefit of Charter and that the City shall not at any time acquire rights in CCNB House Marks by virtue of any use the City may make of them. The non-exclusive license to use the CCNB House Marks shall not prevent CCNB from using the CCNB House Marks in any manner whatsoever.

c. License to Use Amphitheatre Mark and Amphitheatre Graphic Logo. The City hereby grants CCNB a non-exclusive, royalty-free license during the Term of this Agreement to use the Amphitheatre Mark and the Amphitheatre Graphic Logo in conjunction with the Amphitheatre Advertising Inventory, the CCNB Amenities and CCNB's promotions and advertising. The City shall have prior approval rights with respect to any form of advertising of the Amphitheatre Mark or the Amphitheatre Graphic Logo, provided that (1) such approval will not be unreasonably withheld, delayed, or conditioned, (2) the parties shall reasonably agree upon a mutually convenient process for such approvals to be requested and obtained, (3) CCNB shall not be obligated to resubmit a request for approval for proposed advertising similar to that which has already been approved. CCNB agrees that it will cause to appear on or within all advertising, promotional, or display material bearing the Amphitheatre Mark or the Amphitheatre Graphics Logo, below and to the right of said Amphitheatre Mark or Amphitheatre Graphic Logos, the identification "(R)" or "TM" or "SM" as will be designated to the city. The City agrees that it will not, during the Term of this Agreement or thereafter, attack the title or any rights of CCBN in and to CCBN Marks or attack the validity of the license granted under this Section 9(c). CCBN hereby agrees that its every use of such Amphitheatre Mark or Amphitheatre Graphic Logo shall inure to the benefit of the City and that CCBN shall not, during the Term of this Agreement, acquire any ownership rights in the Amphitheatre Mark or the Amphitheatre Graphic Logo by virtue of any use CCNB may make of them.

Upon the termination of this Agreement or expiration of the Term, the City agrees to cease any and all uses of CCBN House Marks, CCBN agrees to cease any and all use of the Amphitheatre Mark and the Amphitheatre Graphic Logo, provided that the City shall have the right to distribute any materials in its inventory bearing one or more of CCBN House Marks, the Amphitheatre Mark or the Amphitheatre Graphic Logo for a period of six months from the date of termination of this Agreement or expiration of the Term.

d. Proper Use of Amphitheatre Mark and Amphitheatre Graphic Logo. CCNB recognizes that the City will establish a great deal of goodwill through their reputation and the representation of the Amphitheatre Mark and/or Amphitheatre Graphic Logo. Therefore, CCNB shall not use, commercially exploit, permit the use of or permit the commercial exploitation of Amphitheatre Mark and/or Amphitheatre Graphic Logo in negative advertising, nor in any manner that is contrary to public morals for which has been found to be deceptive or misleading, or which reflects unfavorably on the good name, goodwill, reputation or image in the City.

e. Proper Use of CCBN Name, Logo, and Marks. The City recognizes the great value of the reputation and goodwill associated with CCNB's Name, Logo and Marks (CCNB "House Marks"). Therefore, the City shall not use, commercially exploit, permit the use of or permit the commercial exploitation of the Amphitheatre Mark and/or Amphitheatre Graphic Logo that contain CCNB House Marks in negative advertising nor in any manner that is contrary to public morals or which has been found to be deceptive or misleading or which reflects unfavorably on the good name, goodwill, reputation or image of CCNB.

f. Protection of Amphitheatre Mark and Amphitheatre Graphic Logo. CCNB shall notify the City immediately in writing of any infringements of the Amphitheatre Graphic Logo or Amphitheatre Mark which may come to CCNB's attention. The City shall have the sole right to determine, in good faith and in consultation with legal counsel, whether or not an infringement has occurred. If the City determines that an infringement has occurred, the City agrees, at its expense, to use commercially reasonable efforts to cause the infringer to cease and desist from the infringing actions, which efforts may include litigation. CCNB agrees to cooperate fully with the City in the event such enforcement actions are necessary. CCNB retains the right, at its sole expense, to take any such action as necessary to protect the applicable CCNB House Marks from infringement and other unlawful use, including any infringement that may be alleged in the field of goods and services that are now, and in the future, customarily provided at or related to the Amphitheatre or Amphitheatre Events.

11. Warranties and Representations.

a. By the City. The City warrants and represents to CCNB the following as of the date this Agreement is entered into:

i. The execution, delivery and performance of this Agreement have been authorized by all necessary corporate action and that it has requisite right, power and authority to enter and perform this Agreement and to grant the rights and licenses granted to CCNB pursuant to this Agreement. City agrees to deliver to CCNB, upon execution of this Agreement, certified copies of all corporate resolutions authorizing the execution, delivery and performance of this Agreement;

ii. The City is a South Carolina Municipal Corporation duly organized under the laws of the State of South Carolina;

iii. No consent of any other person or entity is required for execution by the City of this Agreement and/or performance under this Agreement;

iv. The City has not granted any rights pertaining to the subject matter of this Agreement to any party in a manner which would cause the City to be in default under any such agreement or which prevents the City from granting the rights and licenses to CCNB under this Agreement;

v. There is no litigation pending nor is any litigation threatened against the City relative to any of the matters which are the subject of this Agreement;

b. By CCNB. CCNB represent and warrant the following to the City as of the date this Agreement is entered into:

i. That the execution, delivery and performance of this Agreement have been authorized by all necessary corporate action and that it has requisite right, power and authority to perform this Agreement and to fulfill its duties and obligations to the City pursuant to this Agreement.

ii. CCNB is incorporated and duly organized under the laws of the State of South Carolina and is in good standing in the State of South Carolina;

iii. No consent of any other person or entity is required for execution by CCNB of this Agreement and/or performance under this Agreement;

iv. Neither CCNB nor any of its affiliates have granted any rights pertaining to the subject matter of this Agreement to any party in a manner which would cause CCNB to be in default under any such agreement or which prevents CCNB from honoring its duties and obligations under this Agreement;

v. Neither CCNB nor any of its affiliates is a party or obligor to any agreement that is or could be inconsistent with or is or could be in conflict with the terms and conditions of this Agreement or the duties and obligations due to the City hereunder;

vi. CCNB is the owner of the entire right, title and interest in and to the CCNB House Marks it licenses under this Agreement, and that it has the sole right to grant the license herein;

vii. There is no litigation pending or, to the knowledge of CCNB, threatened against CCNB which would have a material adverse effect on its properties, assets or business or which would prevent or hinder the consummation of the transactions contemplated by this Agreement or its obligation thereunder;

12. Not a Lease or License of the Amphitheatre. This Agreement will not constitute a lease or license of any part of the Amphitheatre; rather, it will represent a contractual obligation of the City to provide to CCNB certain advertising benefits.

13. Force Majeure.

a. Fire or Other Damage to Amphitheatre. If the Amphitheatre is damaged by fire, earthquake, act of God, the elements of other casualty or is condemned by an authority exercising the powers of eminent domain or the Amphitheatre is transferred

in lieu of the exercise of such power so as to render the Amphitheatre unusable for its intended purpose at any time during the Term, and the City reasonably determines that repairs and restoration of the Amphitheatre to the size, capacity and permitted use existing prior to the casualty cannot be completed within one year after the damage, then the City shall not have the obligation to repair the damage or loss. The City shall notify CCNB as to whether the City shall affect such repair and restoration within thirty (30) days after the casualty. If the City does not elect to make such repairs and does not, in fact, make such repairs, this Agreement and all licenses granted hereunder shall terminate as of the date of such fire or other casualty and all prepaid license fees and other amounts shall be returned to CCNB on a prorated basis. If the City determines that repairs and restoration of the Amphitheatre to the size, capacity and permitted use existing prior to the casualty can be completed within one year after the damage, then the City shall affect such repairs and restoration and shall complete same within one year from the event and the City will bear all costs. CCNB may terminate this Agreement if such repairs or restoration is not completed by the end of such year. All prepaid Naming Fees and other prepaid charges relative to the period from and after termination of this Agreement promptly shall be reimbursed to CCNB. The Term of this Agreement shall be extended by the period from the date of the event until such repairs and restorations are complete. In the event this Agreement terminates pursuant to this Section 13.a., then for a period of two years following the termination of this Agreement, the City agrees to afford CCNB at the time of such termination a right of first negotiation with respect to the Naming Rights. The City agrees to enter into exclusive negotiations with CCNB at the time of termination for a period of thirty days prior to entering into negotiations with any third party regarding the Naming Rights. If the parties are unable to reach an agreement prior to the expiration of the thirty-day exclusive negotiating period, then the City shall be free to negotiate with other parties regarding the Naming Rights.

b. Other. Except for those circumstances described in Section 13.a hereof, neither party shall be liable or responsible for any failure to perform its obligations hereunder, which failure is caused or brought about in any manner beyond the control of such party including but not limited to strike, lockout, shutdown, act of God or other work stoppage, or federal, state, or local government action or inaction (with respect to required approvals), the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stop for the repair, improvement, or enlargement thereof, or any other act or condition beyond its reasonable control, other than such party's inability to perform payment obligations. Subject to Section 13.a hereof, upon any such event, the affected party's obligations hereunder shall be suspended and the other party shall have no right to terminate this Agreement or to seek damages, provided the affected party acts diligently to effect timely performance of its obligations.

c. Abatement. In the event the Amphitheatre is not usable for a period of at least thirty (30) days as a result of the events described under Section 13.a) or Section 13.b, the Term shall be extended for that period of time which the Amphitheatre was not usable.

14. Use; Upkeep and Maintenance.

a. Maintenance. The City agrees to cause the Amphitheatre to be maintained and operated in a good and clean and safe repair, order and condition in a manner consistent with that generally applicable at other first-class Amphitheaters.

b. Compliance. The City shall manage and operate the Amphitheatre in compliance with (i) all applicable and material federal, state and local laws, rules, ordinances and regulations (including, without limitation, building and fire codes); and (ii) any other material agreements or obligations imposed by any state or governmental authority with respect to the Amphitheatre, its operations, and/or Amphitheatre Events.

15. Indemnification and Reimbursement.

a. Indemnification by CCNB. CCNB hereby agrees to protect, defend, and indemnify the City and its officers, elected officials, agents and employees ("the City Indemnitees") harmless from and against (i) any and all claims, demands, causes of action, suits and judgments by third parties against the City Indemnitees or any of them and (ii) losses, liabilities, costs or expenses of any nature whatsoever, including reasonable attorneys' fees and the costs of discovery and expert witness fees incurred by the City Indemnitees or any of them, as a result of damage, loss or liability suffered by a third party arising directly or indirectly, from or out of any acts or omissions by CCNB, its respective officers, directors, agents, partners, subcontractors or employees relating to the breach by CCNB of its obligations hereunder or exercise or utilization by CCNB of the rights granted hereunder, except to the extent attributable to the negligence or willful misconduct of the City or its officers, directors, shareholders, partners, members, agents or employees.

Indemnification by City. The City hereby agrees to protect, defend, and indemnify CCNB and its officers, directors, agents and employees ("The CCNB Indemnitees") harmless from and against (i) any and all claims, demands, causes of action, suits and judgments by third parties against the CCNB Indemnitees or any of them and (ii) losses, liabilities costs or expenses of any nature whatsoever, including reasonable attorneys' fees and the costs of discovery and expert witness incurred by the CCNB Indemnitees or any of them, as a result of damage, loss or liability suffered by a third party arising directly or indirectly, from or out of any acts or omissions by the City, its respective officers, directors, agents, partners, subcontractors or employees relating to the breach by the City of its obligations hereunder, except to the extent attributable to the negligence or willful misconduct of CCNB or its officers, directors, shareholders, partners, members, agent or employees.

16. Termination/Remedies.

a. CCNB shall have the right to terminate this Agreement as of December 31st of each calendar year of the Agreement by giving the City written notice of its intention to terminate on or before October 15th of that year.

b. Failure of CCNB to Pay Amounts Due. In the event CCNB fails to pay to the City when due any sum required by this Agreement to be paid, and CCNB shall fail, for a period of thirty (30) days following receipt of written notice from the City specifying such default, to cure such default by payment of the amount due plus interest, compounded daily, at the annual rate of 15% or, if less, the highest rate permitted by law from the date due, then the City shall have the right to (i) terminate this

Agreement upon the expiration of the cure period, (ii) remove immediately the Amphitheatre Mark and Amphitheatre Graphic Logo from the Amphitheatre Advertising Inventory, and (iii) assert any and all other remedies which the City may have pursuant to law or equity, notwithstanding CCNB's option to avail itself of the Dispute Resolution procedure set forth in Section 21. The City acknowledges and agrees that, in order to avoid termination, CCNB may notify the City that it is paying any amounts due "under protest," and CCNB shall not waives its right to use the Dispute Resolution procedure in connection with the amounts paid.

c. Failure of City to Pay Amounts Due. In the event the City fails to pay to the CCNB when due any sum required by this Agreement to be paid, and the City shall fail, for a period of thirty (30) days following receipt of written notice from the CCNB specifying such default, to cure such default by payment of the amount due plus interest, compounded daily, at the annual rate of 15% or, if less, the highest rate permitted by law from the date due, then CCNB shall have the right to (i) terminate this Agreement upon the expiration of the cure period, (ii) remove immediately the Amphitheatre Mark and Amphitheatre Graphic Logo from the Amphitheatre Advertising Inventory, and (iii) assert any and all other remedies which the CCNB may have pursuant to law or equity, notwithstanding City's option to avail itself of the Dispute Resolution procedure set forth in Section 21. CCNB acknowledges and agrees that, in order to avoid termination, the City may notify the CCNB that it is paying any amounts due "under protest," and the City shall not waive its right to use the Dispute Resolution procedure in connection with the amounts paid.

d. Failure of City to Maintain Banking Relationship. In the event the City fails to maintain its Banking Relationship with CCNB, then CCNB shall have the right to (i) terminate this Agreement immediately, (ii) remove immediately the Amphitheatre Mark and Amphitheatre Graphic Logo from the Amphitheatre Advertising Inventory, (iii) demand reimbursement of any prepaid payments made to the City hereunder and (iii) assert any and all other remedies which the CCNB may have pursuant to law or equity, notwithstanding City's option to avail itself of the Dispute Resolution procedure set forth in Section 21.

e. Default. A party shall be in default hereunder if any of the following events shall occur (each being an "Event of Default"), provided that nothing in this Section 16.c shall limit the termination rights set forth in Sections 16.b:

   i. Such party fails to perform timely any of its other material obligations hereunder and such default shall continue for a period of thirty (30) days following receipts of written notice from the other party specifying such default. If the default specified in such notice is curable but of a nature such that it cannot be cured through the exercise of reasonable diligence within the thirty (30) days cure period, then such thirty (30) day cure period shall be extended to a period as is reasonable (but in no event more than 180 days subject to delay due to force majeure) to cure such default, provided the non-performing party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure;

   ii. Such party becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer

seeking an arrangement, reorganization or readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

iii. By court order or decree such party is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of its stockholders or partners, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof;

iv. An involuntary petition under any bankruptcy or insolvency law, or an action under present or future insolvency law or statute, is filed against such party and is not dismissed or stayed within sixty (60) days after the filing thereof; or

v. Such party sells, conveys, assigns or otherwise transfers all or substantially all of its assets.

f. Remedies in the Event of a Default. If either party is in default under Section 16.b beyond applicable grace or cure period for an event which constitutes a Major Dispute, then the other party shall be entitled to terminate the Agreement or seek performance, and in any event may sue for damages or exercise any remedy available to it in equity including, without limitation, injunctive relief. If either party is in default under Section 16.b beyond applicable grace or cure periods for an event which constitutes a Minor Dispute, then the other party shall be entitled only to seek monetary relief. The Defaulting Party shall remain subject to the Indemnification provisions set forth in Section 15. In any action under this Agreement, neither party shall be liable or responsible under any circumstances for any consequential or punitive damages.

g. Surviving Provisions. In the event of a termination of this Agreement for any reason, the parties agree that all representations and warranties made under this Agreement and the indemnification provisions set forth in Section 15 for any claims, demands, causes of action, suits or judgments by third parties or losses, liabilities, costs or expenses which may arise on or before the effective date of termination

17. Assignments.

a. By CCNB. The rights and obligations of CCNB hereunder may not be assigned without the prior written approval of the City, which approval may be withheld in the sole discretion of the City; provided, however, that CCNB may, without the prior written approval of the City, assign all or any portion of its rights and obligation hereunder to a wholly-owned subsidiary of CCNB, provided that, in the event of such an assignment, both CCNB and the assignee shall be liable for all duties and obligation of CCNB hereunder.

b. By the City.

i. The City's right to sublicense under this Agreement shall be limited to concessionaires of the City who may, in turn, subcontract the manufacture of

products consisting of food service, related supplies and novelties or souvenirs, and any other goods or items used, consumed, or given away by City in connection with its operation of the Amphitheatre bearing the Intellectual Property (herein "Sublicenses"). The City warrants that each sub-licensee (i) will comply with the requirements of this Agreement including the discontinuance of sale or distribution of non-complying goods or services within thirty (30) days after written notification of non-compliance by CCNB determined reasonably and in good faith, (ii) will not use any of the Intellectual Property other than in connection with those products, and (iii) will follow in all material respects CCNB's graphics guidelines as to color and display of those marks.

ii. The City shall be entitled to authorize the use of the Intellectual Property by promoters and other uses of the Amphitheatre on tickets and in advertising and promotional materials to refer to the location of an event and such authorization shall not be deemed to be a sublicense to which this paragraph applies.

iii. Sale of Amphitheatre. In the event the City proposes to sell the Amphitheatre or any interest therein, the City shall give CCNB notice of the name, address, phone and facsimile numbers and email address of the proposed purchaser, and the proposed closing date reasonably prior to the closing thereof but no less than sixty (60) days prior to the closing date. The City shall provide, as a condition to the consummation of such sale, that the purchaser shall expressly assume all obligations of the City under this Agreement; provided, however, such purchaser shall be deemed to have acquired the Amphitheatre subject to this Agreement and to have assumed the obligations of the City hereunder, provided that no prior approval of CCNB shall be necessary. All advertising, sponsorship and promotion arrangements and agreements to which such purchaser is a party shall be subordinate to this Agreement and the City shall ensure that the purchase and sale agreement for the sale of the Amphitheatre or any interest therein shall provide for such subordination

18. Notices. All noticed and other communications hereunder will be in writing and will be deemed given if delivered personally, via facsimile (receipt of which is confirmed by the person to whom sent) or mailed by registered or certified mail (return receipt requested) to the parties at the following address (or at such other address for a party as will be specified by like notice, or to a substitute party at the address(es) for such substitute party as will be specified by a like notice):

a. If to the City:

Dianna Gracely, City Administrator, 118 N.E. Main Street, Simpsonville, SC 29681

With a copy to:

David W. Holmes
712 North Main Street
Greenville, SC 29601
(864) 271-7994

b. If to CCNB

Laurence Bolchoz, President and CEO, 1012 38th Avenue North, Myrtle Beach, SC 29577

With a copy to:

Chris King Law
PO Box 9788
Greenville, SC 29604
(864) 567-1476

19. Governing Law. This Agreement will be governed by the laws of State of South Carolina without reference to principles of conflicts of laws. Where applicable, this Agreement shall be governed by United States federal trademark and copyright laws.

20. Confidentiality. Each party shall retain in confidence the existence and terms and conditions of this Agreement. No public disclosure of the existence of this Agreement or its terms and conditions shall be made unless such disclosure is approved in advance by the City and CCNB, provided, however, that either party shall have the right to disclose information about this Agreement if required by law. Upon the Naming Rights Effective Date, the City and CCNB mutually agree that either party or both parties may publicly announce, through press release or otherwise, that the parties have agreed to rename the Amphitheatre the CCNB Amphitheatre at Heritage Par; the terms and conditions of this Agreement shall not be made at such an announcement unless specifically approved in advance by the City and CCNB.

21. Arbitration – Dispute Resolution.

    a. Any dispute arising out of, or in any way connected with this Agreement shall be resolved through binding arbitration pursuant to the South Carolina Uniform Arbitration Act. Arbitration shall be held in Greenville County, South Carolina. Arbitration shall be conducted by an arbitrator chosen by the parties who has been certified as an arbitrator accordance with the of the state of South Carolina and the South Carolina Supreme Court.
        i. The parties shall share, on an equal basis, the arbitrator(s)' fees, regardless of the outcome of the arbitration.
        ii. Except as may be required by law, neither party not any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written of both parties

    b. Attorneys' Fees and Expenses. In the event a dispute between the parties, the non-prevailing party in any ensuing litigation shall pay the reasonable attorneys' fees and expenses of the prevailing party (including costs of discovery and expert witness fees.)

22. Counterparts. This Agreement may be executed in counterparts, with signature of each such counterpart being deemed signature to all such counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

23. Number of Events. CCNB acknowledges and agrees that the City cannot make any representations or warranties as to the specific number or nature of the Amphitheatre Events during the Term, especially as such appliances to touring events and concerts. Therefore, CCNB agrees that the consideration paid pursuant to this agreement shall in no way be based on or subject to the number and/or nature of the events that may play at the Amphitheatre during the Term.

24. Insurance. The City shall maintain such insurance as is customarily maintained by municipal corporations in the state of South Carolina

25. Miscellaneous.

    a. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to effectiveness and validity under applicable law; but if any provision of this Agreement or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances

    b. Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

    c. Successors. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, and assigns.

    d. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

    e. Personal Liability of Public Employees/Elected Officials. In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no personal liability upon the individual members of the City Council of the City is comprised, or any employees or representatives of the City, either personally or as public officials, it being understood that in all such matters they act solely as agents and representatives of the City.

    f. All remedies available at law or in equity to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies

g. This Agreement is intended only for the benefit of the parties hereto and any assigns or substitutes as expressly provided for in this Agreement. No other person or entity is intended to be benefited in any way by this Agreement, nor shall this Agreement be enforceable by any other person or entity.

h. The paragraph headings in this Agreement are for convenience only and shall not be used in the interpretation nor considered part of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

THIS AGREEMENT CONTAINS A BINDING ABITRATOIN PROVISION WHICH MAY BE ENFORCED BY THE PARTIES:

WITNESSES

CITY OF SIMPSONVILLE, SC

By:
Its: City Administrator

COASTAL CAROLINA NATIONAL BANK, INC.

By: LAWRENCE BOLCHOZ
Its: PRESIDENT/ CEO

Exhibit "A"

Exhibit "B"

Amphitheatre Graphic Logo

Exhibit "C"

CCNB Advertising

Exhibit "D"

Deposit Relationship

See Agreement dated February 1, 2019, for the foregoing

RESOLUTION R-2026-07

A RESOLUTION TO AUTHORIZE A LOCAL FUND MATCH FOR HAZARD MITIGATION GRANT PROJECTS TO SUPPORT STORMWATER IMPROVEMENTS INCLUDING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE CITY OF SIMPSONVILLE

WHEREAS, on September 29, 2024, the Federal Emergency Management Agency ("FEMA") issued a major disaster declaration in the State of South Carolina in response to Hurricane Helene; and,

WHEREAS, FEMA, through the State of South Carolina Emergency Management Division ("EMD") made funds available for Hurricane Helene recovery projects and Hazard Mitigation Grant Program ("HMGP") projects; and,

WHEREAS, HMGP projects provide local governments, including the City of Simpsonville, significant opportunities to implement long-term mitigation measures to control damage related to natural hazards, including stormwater runoff, through its local match grant program; and,

WHEREAS, the following projects have been identified for the use of HMGP funds to mitigate stormwater risks: (1) property acquisition and demolition of the structure at 206 S. Almond Drive, Simpsonville, SC 29681 ("206 S. Almond Drive Project") and (2) S. Almond/Bonwood Culvert Replacement ("S. Almond Culvert Replacement Project"); and,

WHEREAS, the total costs of the 206 S. Almond Drive Project is $434,660.00 and the total costs of the S. Almond/Bonwood Culvert Replacement Project is $901,190.00. Through the HMGP, the City's cost share for the 206 S. Almond Drive Project is $108,665.00 and the City's cost share of the S. Almond/Bonwood Culvert Replacement is $225,297.50, for a total cost share of $333,962.50; and,

WHEREAS, the current property owners of 206 S. Almond Drive ("Property") acquired the Property in 2022, and since that time the Property flooded six (6) times in 2023 and five (5) times in 2024 and once in 2025, with said flooding causing significant damage and the potential for significant structural damage to the home; and,

WHEREAS, the property owners of the Property vigilantly pursued FEMA for assistance with the Property; and,

WHEREAS, FEMA evaluated the efficacy of acquiring and demolishing the structure on the Property, and according to its evaluation, the removal of the structure on the Property and restoring the Property to an open space/natural drainage area, will benefit the City and the surrounding properties in the following ways: (1) enhance stormwater absorption, reduce runoff, and improve local water quality throughout the Durbin Creek Tributary; (2) provide natural retention of stormwater; (3) provide additional green space for the City, with requirements for the Property to be utilized as a natural floodplain and

deed restricted to preserve its natural state; (4) reduce and minimize the need for emergency response and recovery operations by emergency personnel; and, (5) contribute to a reduction in National Flood Insurance Program (NFIP) claims and payouts; and,

WHEREAS, upon approval of the City's local match funds for the 206 S. Almond Drive Project, FEMA will handle all aspects of the acquisition of the Property, which will be conveyed to the City, demolition of the structure, and restoration of the Property to its natural state; and,

WHEREAS, the S. Almond/Bonwood Culvert Replacement Project will also significantly benefit the City by (1) mitigating stormwater risks throughout the Durbin Creek Tributary area; (2) reduce runoff and improve local water quality; (3) reduce and minimize the need for emergency response and recovery operations by emergency personnel; and, (4) contribute to a reduction in National Flood Insurance Program (NFIP) claims and payouts; and,

WHEREAS, based upon the tangible and intangible benefits to the City identified above, the City Council finds and determines that the S. Almond Drive Project and the S. Almond/Bonwood Culvert Replacement Project are in the best interests of the City and hereby approve the City's local match funds for the Projects.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. That the City Administrator is authorized to spend an amount not to exceed $333,962.50 for the City's local match HMGP contribution for the 206 S. Almond Drive Project and the S. Almond/Bonwood Culvert Replacement Project. Of this amount, the City Administrator is authorized to use the amount of $250,000.00 from the General Fund and the balance from the Stormwater Initiative Fund.

Section 2. That the City accepts the property located at 206 S. Almond Drive subject to the terms, conditions, and commitments from FEMA and EMD for the 206 S. Almond Drive Project.

ADOPTED this _____ day of March, 2026.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: _____
Paul Shewmaker, Mayor

ATTEST:

_____
Ashley Clark, Municipal Clerk

APPROVED AS TO FORM:

_____
Daniel Hughes

From: Tee Coker, City Administrator

To: City Council & Mayor

Date: 03/05/2026

Subject: FEMA HMGP-Funded Culvert and Property Acquisition – Request for Matching Funds

This memo summarizes Simpsonville's comprehensive flood resilience plan, focused on leveraging the Hazard Mitigation Grant Program (HMGP) for both culvert upgrades and targeted property acquisition.

Through HMGP, Simpsonville will address stormwater bottlenecks by upgrading culverts, reducing flood risk and improving drainage capacity during severe weather. The HMGP buyout enables the acquisition of 206 S. Almond St., a repetitively flooded property, and conversion into green spaces, restoring natural water retention and further reducing flood vulnerability.

Project Costs and Funding Breakdown:

- Property Acquisition:
  - Total project cost: $434,660.00
  - Federal cost share (HMGP): $325,995.00
  - Local cost share (matching funds required): $108,665.00
- South Almond / Bonwood Culvert Replacement:
  - Total project cost: $901,190.00
  - Federal cost share (HMGP): $675,892.50
  - Local cost share (matching funds required): $225,297.50

Federal funding through HMGP covers most costs, maximizing flood mitigation benefits and minimizing local financial impact. However, to fully capitalize on this opportunity, local matching funds totaling $333,962.50 are required to secure the federal grant and move both projects forward. Your support for allocating the necessary matching funds will ensure Simpsonville can implement these vital flood mitigation initiatives.

The property at 206 S. Almond St. has experienced repeated damages and repairs associated with severe weather and flooding. The city proposes to utilize federal Hazard Mitigation Grant Program (HMGP) funding for property acquisition at this location.

HMGP funding would cover a portion of the project costs. The project would involve federal participation with local matching funds. The partnership would address flooding impacts in the community with efficient use of public funding.

The HMGP project includes culvert improvements and property acquisition. These actions are intended to address flooding conditions and reduce future flood-related impacts. Matching funds are required to support the HMGP funding for both components of the project.