

**CITY OF SIMPSONVILLE: CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
— AGENDA —**

Council Chambers, Simpsonville City Hall | April 28, 2026 | 6 p.m.

1. CALL TO ORDER

Presiding Officer: Paul Shewmaker, Mayor

2. ROLL CALL

Recorder: Ashley Clark, City Clerk

3. PLEDGE OF ALLEGIANCE

4. PROCLAMATION

Lupus Awareness Month

Paul Shewmaker, Mayor

5. APPROVAL OF MINUTES

Committee of the Whole Meeting on March 24, 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. STAFF REPORTS

Department heads will be available to ask any questions concerning the Unified Departments Report, which includes the Fire, Police, Parks & Recreation, and Public Works departments, in addition to the Planning Department and Community Relations.

A. Financial Report

Maria Tooley, Finance Director

B. City Administrator Report

Tee Coker, City Administrator

C. Planning Quarterly Report

Jon Derby, Planning Director

D. Community Relations Quarterly Report

Justin Campbell, Community Relations Specialist



8. BUSINESS

- A. Ordinance O-2026-04, to transfer \$11,530,304.09 in bond proceeds to the Capital Projects account to fund the Downtown Simpsonville project**
Maria Tooley, Finance Director
- B. Ordinance O-2026-05, to authorize a vehicle master lease program to systematically replace the City of Simpsonville's light-duty fleet**
Maria Tooley, Finance Director
- C. Ordinance O-2026-06, to adopt an annual budget for Fiscal Year 2026-2027 to take effect July 1, 2026**
Maria Tooley, Finance Director
- D. Resolution R-2026-11, to request from Greenville County Council a 5-mill increase for Greenville County Property owners to restore equitable cost-sharing fire service in the unincorporated Fire Service Area**
Tee Coker, City Administrator
- E. Resolution R-2026-12, to relocate the statue of Dr. L. L. Richardson from its location on North Main Street to the circular pad between Council Chambers and East Curtis Street**
Charlene Carter, City Planner
- F. Resolution R-2026-13, to authorize the City Administrator to execute Automatic Aid Agreements between the City of Simpsonville and neighboring fire departments and districts**
Tee Coker, City Administrator
- G. Modification of fiber franchise agreement to limit the number of providers in a designated area of the city**
Charlene Carter, City Planner
- H. Addendum to amend language in the Burdette North Development Agreement**
Jon Derby, Planning Director
- I. Appointment of Community Relations Specialist Justin Campbell as City Clerk**
Tee Coker, City Administrator

9. ADJOURNMENT



City of Simpsonville – Submission of Agenda Item
(Due at 12 p.m. on the Tuesday prior to the meeting)

To: Ashley Clark, Clerk of Council

From: Mayor Shewmaker

Department: City Council

Date Submitted: 04/21/2026

Please include the following item on the agenda for:

- Committee of the Whole Meeting (4th Tuesday of the month) **Date:** 04/28/2026
- Business Meeting (2nd Tuesday of the month) **Date:**

Agenda Item Title: Proclamation for Lupus Awareness Month

Summary of Item / Purpose:

A Lupus Awareness Month proclamation has been requested and the requester or her family plans to attend.

Action Requested of Council:

- Discussion Only
- First Reading
- Second Reading
- Approval / Vote
- Other: Proclamation

Are supporting documents attached?

- Yes No

City of Simpsonville Proclamation

WHEREAS, lupus is a chronic autoimmune disease that can cause inflammation, pain, and damage to any part of the body, affecting millions of people worldwide; and

WHEREAS, lupus disproportionately impacts women of color, particularly Black women, who are three times more likely to develop the disease and experience more severe symptoms; and

WHEREAS, the month of May is recognized nationally as Lupus Awareness Month to educate, support, and encourage those living with lupus and to promote earlier diagnosis, treatment, and research; and

WHEREAS, community awareness and advocacy are vital in improving access to care and resources for individuals and families affected by lupus; and

WHEREAS, Mesha McLean, the founder of the Fight of the Butterfly movement, has worked to raise awareness, advocate for and empower lupus warriors, and promote understanding of chronic illness throughout South Carolina and beyond; and

WHEREAS, the City of Simpsonville acknowledges the courage, strength, and perseverance of lupus warriors, caregivers, and advocates who continue to fight for visibility, understanding, and better healthcare outcomes;

NOW, THEREFORE, I, Mayor Paul Shewmaker, do hereby proclaim the month of May 2026 as

LUPUS AWARENESS MONTH

in the City of Simpsonville and encourage all citizens to learn more about lupus, support those impacted, and join the Fight of the Butterfly movement in efforts to increase awareness and find a cure.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Simpsonville to be affixed this 28th day of April in the year of our Lord 2026.



Paul Shewmaker

PAUL SHEWMAKER, MAYOR

**CITY OF SIMPSONVILLE: CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
— MINUTES —**

Council Chambers, Simpsonville City Hall | March 24, 2026 | 6 p.m.

1. CALL TO ORDER

Mayor Shewmaker called the meeting to order at 6 p.m.

2. ROLL CALL

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



3. PLEDGE OF ALLEGIANCE

Mayor Shewmaker led Council Chambers in the Pledge of Allegiance.

4. PROCLAMATION: CHILD ABUSE PREVENTION MONTH

Victim’s Advocate for the Simpsonville Police Department Kristen Koepke gave a presentation on Child Abuse Prevention Month. Mayor Shewmaker read, signed, and presented to Ms. Koepke a proclamation declaring April in Simpsonville, S.C. Child Abuse Prevention Month.

5. APPROVAL OF MINUTES: Feb. 24, 2026

The minutes were approved as submitted.

6. CITIZEN COMMENTS

- Former Mayor Perry Eichor gave comments about his concern about “the rampant traffic violations” in the city and the need for additional “manpower” and emphasized he was not criticizing the Police Department.
- Robby Kellett gave comments about his opposition to AXZ-2025-05 due to the narrowness of Hammond Road, other concerns about traffic, and lack of infrastructure. He said he was speaking on behalf of his family and neighbors.

7. STAFF REPORTS

- Finance Director Maria Tooley gave the Financial Report.
- City Administrator Tee Coker gave the City Administrator Report.

8. BUSINESS

A. Ordinance AXZ-2025-05, to propose annexation of property at 133 Hammond Road



Motion by Councilmember Williams with a second by Councilmember Rupe to place on the Business Meeting on April 14, 2026 Ordinance AXZ-2025-05, to propose annexation of property at 133 Hammond Road. Yes-0, No-6. Motion failed.

B. Ordinance Z-2026-01, to propose rezoning of property located at 206 Ladean Court

Motion by Councilmember Pinkerton with a second by Councilmember Williams to place on the Business Meeting on April 14, 2026 Ordinance Z-2026-01, to propose rezoning of property located at 206 Ladean Court. Yes-6, No-0. Motion carried.

C. Resolution R-2026-08, to accept the allocation of Community Development Block Grant and Home funds from Greenville County Redevelopment Authority as set for Program Year 2026

Motion by Councilmember Pinkerton with a second by Councilmember Rupe to place on the Business Meeting on April 14, 2026 Resolution R-2026-08, to accept the allocation of Community Development Block Grant and Home funds from Greenville County Redevelopment Authority as set for Program Year 2026. Yes-6, No-0. Motion carried.

D. Resolution R-2026-09, to approve funding for an impact fee study and capital improvement plan that will fund certain municipal facilities and equipment, public safety needs, and recreation facilities (park)

Motion by Councilmember Pinkerton with a second by Councilmember Rupe to place on the Business Meeting on April 14, 2026 Resolution R-2026-09, to approve funding for an impact fee study and capital improvement plan that will fund certain municipal facilities and equipment, public safety needs, and recreation facilities (park). Yes-5, No-1. Dissenting – Councilmember Tusso. Motion carried.

E. Resolution R-2026-10, to include in the Fiscal Year 2026-2027 budget and make immediately effective an approved updated fee schedule for processing public records requests per S.C. Code Ann. § 30-4-30(B) of South Carolina Freedom of Information Act, S.C. Code Ann. Title 30, Chapter 4

Motion by Councilmember Pinkerton with a second by Councilmember Rupe to place on the Business Meeting on April 14, 2026 Resolution R-2026-10, to include in the Fiscal Year 2026-2027 budget and make immediately effective an carried updated fee schedule for processing public records requests per S.C. Code Ann. § 30-4-30(B) of South Carolina Freedom of Information Act, S.C. Code Ann. Title 30, Chapter 4. Yes-6, No-0. Motion carried.

9. ADJOURNMENT

Mayor Shewmaker adjourned the meeting without objection at 7:39 p.m.

SIMPSONVILLE UNIFIED DEPARTMENTS REPORT

Committee of the Whole Meeting: April 28, 2026

Final Report Assembled by: Justin Campbell, Community Relations Specialist

Date of Finalization: April 24, 2026



EXECUTIVE SUMMARY:

In March 2026, the City of Simpsonville's departments continued to balance daily operations with long-term planning and organizational transitions. The **Fire Department** maintained readiness through steady emergency response activity, community outreach, safety inspections, and extensive training, with a slight decrease in call volume compared to the previous year. EMS and assistance calls remained the dominant type of incident, with most responses occurring within city limits, while prevention efforts reached approximately 2,800 community members. The **Police Department** and public safety operations also experienced staffing changes, including the retirement of a long-serving lieutenant and the resignation of two dispatchers, leaving multiple vacancies to be addressed. The Police Department continued recruitment efforts amid 10 open officer positions, issuing conditional offers and onboarding a new uncertified officer to support staffing needs.

Parks & Recreation focused heavily on strategic planning, participating in budget workshops and a 10-year Capital Improvement Plan to guide future investments. The department also continued coordination with Opry Entertainment Group in preparation for the upcoming concert season, including the April Earth, Wind & Fire performance. Arts programming advanced with rehearsals underway for "Alice in Wonderland Jr." at the Arts Center.

Public Works experienced a high level of activity, with staffing adjustments, including onboarding a new knuckle boom operator and recruiting for vacant sanitation positions. Infrastructure improvements progressed, including sidewalk construction connecting neighborhoods to Gracely Park and the downtown core, as well as ongoing sewer rehabilitation efforts to address infiltration and inflow issues. Beautification efforts increased with the onset of warmer weather, enhancing key areas such as Gracely Park, the Core Business District, and major public corridors. Public Works administration prioritized budget development, expanding the City's capital planning horizon from five to 10 years and preparing a budget narrative to guide decision-making.

Planning Department staff advanced several major initiatives, including finalizing a request for proposals for an impact fee study, progressing the downtown parking study, and initiating a traffic calming study to address neighborhood concerns. **Community Relations** focused on stakeholder engagement, communications planning for upcoming projects, and preparations for a transition to the City Clerk role. **Overall, the City demonstrated continued commitment to service delivery, infrastructure investment, and strategic planning to support future growth and community needs.**



Executive Summary: Overall in March 2026, the Simpsonville Fire Department balanced a busy call volume with proactive community outreach, safety inspections, and robust training to maintain readiness. Call volume was lower than in March 2025. The majority of incidents happened in city limits with EMS calls and assist invalids the largest share. Fire and life safety programs reached about 2,800 community members. Personnel resolved 19 fire code violations and logged about 1,900 training hours across multiple specialties. Call analysis showed continued activity in EMS, service calls, and false alarms.

Past Activities & Highlights:

1. Responded to 420 calls, majority of which were EMS and service assistance calls
2. Resolved 19 fire code violations and conducted 111 fire code inspections
3. Reached 2,790 residents (including 1,750 juveniles) through fire/life safety programs, e.g. youth education and community outreach through tours, prevention events, blood pressure checks, and car seat installations
4. Logged 1,909 hours of training in paramedics, quarterly burns, Medical In-Service Training

Upcoming Events & Projects:

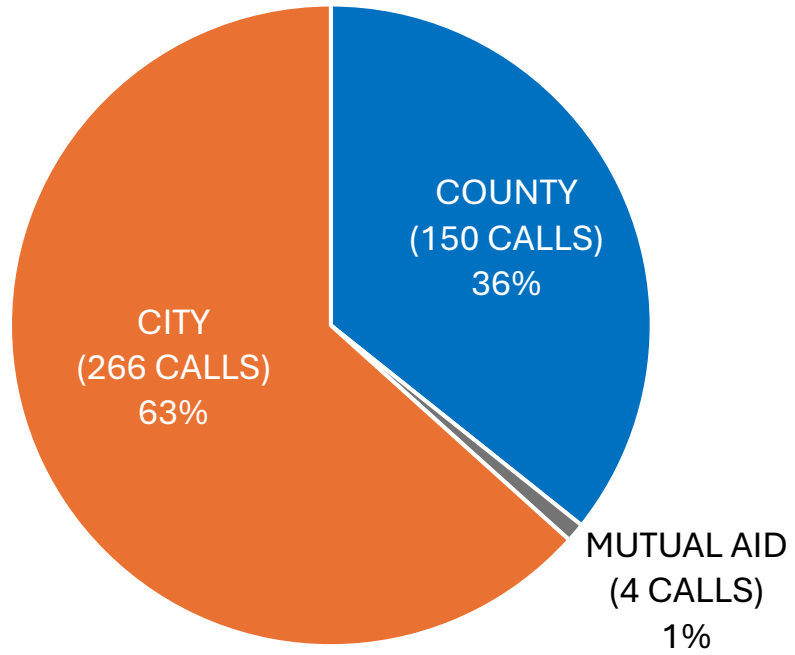
1. Concert season is beginning in April at CCNB Amphitheatre at Heritage Park.
2. Nonprofit LEO SANTA Memorial Day Fundraiser at three locations for three days in the Fire Service Area.
3. Sponsorships and can collection continue at record pace for S.C. Burned Children's Fund.

Issues to Monitor: None at this time

Proposals & Recommendations: LEO Santa Memorial Day Fundraiser on May 23 – May 25

(See graphs/charts on following page)

MONTHLY CALL VOLUME: MARCH 2026
(420 CALLS)





Executive Summary: During the reporting period, two dispatchers resigned their positions due to family concerns, leaving the Department with three openings in dispatch. Lt. Scott Magaw retired after 30 plus years of service. Ryan King started employment with the department as an uncertified police officer. There were 10 openings for police officers in March. Conditional offers for several officer positions have been made.

Past Activities & Highlights:

1. Proclamation presented by Mayor Shewmaker at Council meeting to kick off Child Abuse Awareness Month for April.
2. Participated in the Eggventure event at Heritage Park
3. Participated in two separate recruiting events, one of which was law enforcement specific.
4. Lt. Lane attended School Resource Officer training.
5. Officers completed In-Service training.
6. Cpt. Williams and his career were spotlighted on First Responder Friday by WSPA

Upcoming Events & Projects:

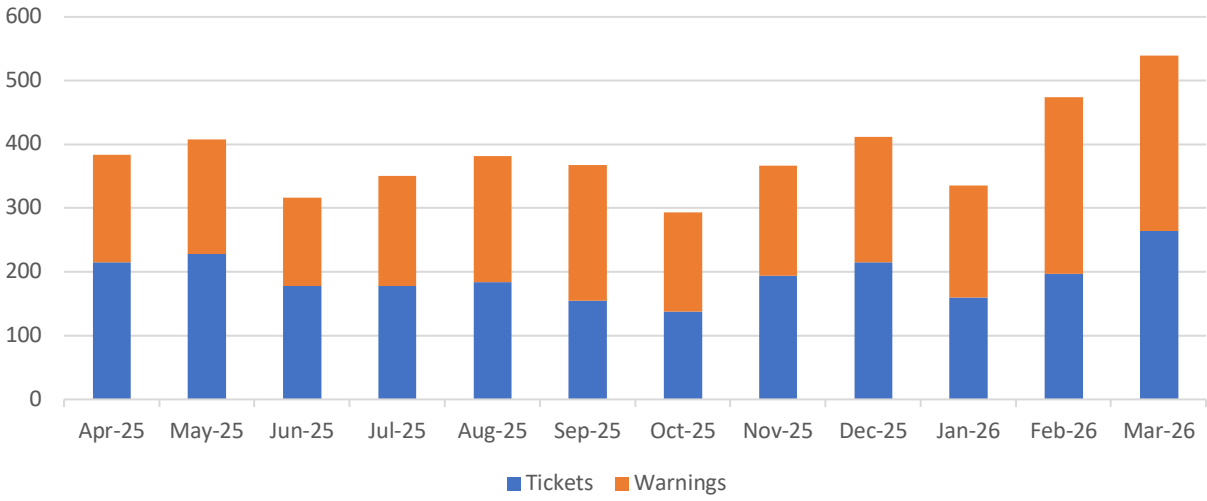
1. ABC's 20/20 was on location in April to film a TV show episode about the John Blauvelt murder case from 2016.
2. Several different events are planned during the month of April related to the child abuse awareness campaign.

Issues to Monitor: No new concerns at this time

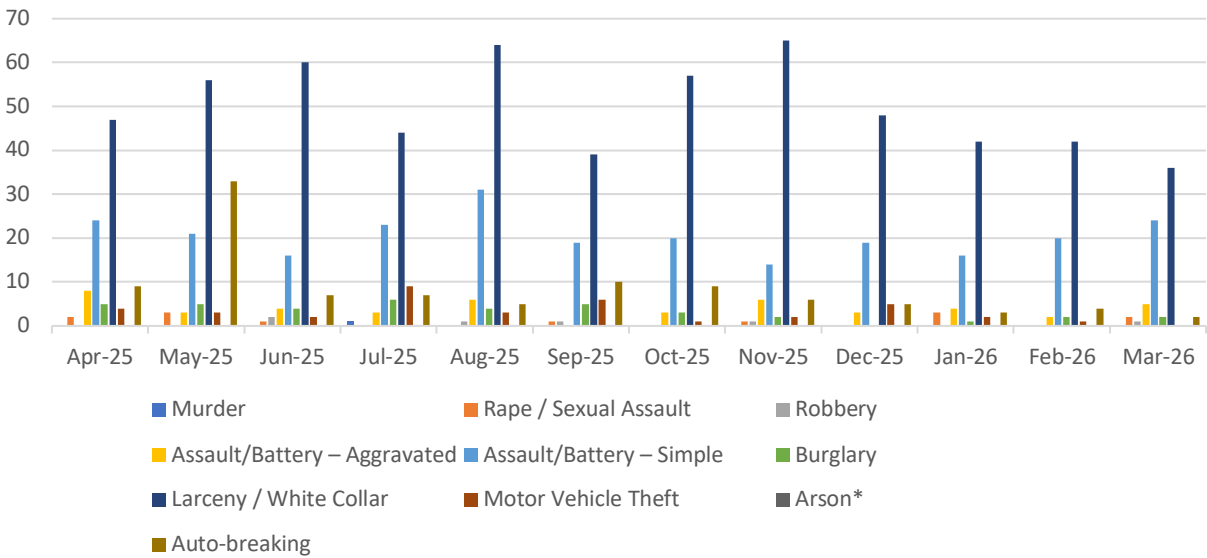
Proposals & Recommendations: The Department collaborated with City staff to complete a capital needs report/plan for the next 10 years.

(See graphs/charts on following page)

Tickets and Warnings



Crimes





Executive Summary: Parks & Rec participated has participated in a budget workshop and discussions and creation of a 10-year Capital Improvement Plan. The Department continues working with Opry Entertainment Group on compliance matters and preparation for the April concert, Earth Wind & Fire. Rehearsals are under way for "Alice in Wonderland Jr." at the Arts Center for late April.

Past Activities & Highlights:

1. Athletics - Spring Sports all started game play (Baseball, Softball, Flag Football, Volleyball)
2. Arts Center - Rehearsal and work on Alice in Wonderland Jr. for late April opening
3. Grounds - Daily preparation for all Athletics fields and special projects in Heritage Park.
4. Senior/Activity Center - Flock Shop, poker tournament, tax law seminar, Pickleball

Upcoming Events & Projects: Continuing budget process, daily preparations for game play, games during evening across three locations; summer and fall sports registration opens April 3

Issues to Monitor: Our Athletics staff is short two coordinator positions after reorganization in the last year. The Arts Center needs additional staffing with planned growth in camps/classes, productions, and events.

Proposals & Recommendations: Parks & Recreation is working towards a master plan for the Simpsonville community.

[Parks & Recreation Monthly Report: In-Depth Numbers & Information](#)

(See graphs/charts on following page)



2026 Calendar Year YTD Participation Unit Totals

Through March 2026	Players	Volunteer Coaches
Spring Baseball (March-June)	592	52
Spring Softball (March-June)	104	13
Spring Flag Football (March-June)	220	32
Spring Volleyball (March-June)	342	42
Summer 3on3 Basketball (June-August)		
Cheerleading (May-November)		
Tackle Football (June-November)		
Fall Baseball (August-November)		
Fall Softball (August-November)		
Fall Flag Football (August-November)		
Fall Volleyball (August-November)		
Winter 5on5 Basketball (December-February)		

Total Participation Units	1258	139
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Executive Summary: March was a busy month for Public Works crews. Sanitation Supervisor Robby Reed received applications for three vacant positions. One of these positions was the spot left after his promotion. Ricke Cox began her role as a knuckle boom operator on March 25. She has quickly learned her way around Simpsonville. The Street Division began work on a section of sidewalk linking homes on Jonesville Road to Gracely Park and the Core Business District. The Sewer Division assisted contractors in tackling infiltration and inflow issues as they were discovered during routine maintenance. The warmer weather and longer days in March kicked off the busy season for Beautification staff, which worked on landscape maintenance for Gracely Park, Core Business District, fire stations, Veterans Corner, and the Swamp Rabbit Trail. Public Works administration made the upcoming budget proposal a priority in March with the main emphasis on expanding the 5-year capital improvement plan to 10 years at the direction of Administrator Coker. Administrative Staff also prepared a succinct "Budget Narrative" to help guide the capital planning process.

Past Activities & Highlights:

1. Jonesville road sidewalk construction
2. Leadership Simpsonville presentation for Local Government session
3. Sewer rehabilitation update meeting with CHA Engineers
4. Budget Meeting with Finance Director Tooley and Administrator Coker
5. Leadership staff meeting with Human Resources Director Clark

Upcoming Events & Projects:

1. Continued work on the Jonesville Road sidewalk
2. Tree replacement at Veterans Corner
3. Liberty Park planning and implementation
4. S.C. Department of Transportation quarterly meeting
5. Project for bursting of large sewer main pipe in Aldi shopping center parking lot

Issues Monitor: Staffing challenges with recruitment and shortages with a growing city

Proposals & Recommendations:

1. Public Works continues to look at ways to bring more projects back in house by increasing skilled staffing numbers
2. Liberty Park planning with Charlene Carter
3. Administrative Assistant Holly Smith is transitioning to City Hall front office

[Public Works Annual Report: 2025-2026](#)

[Public Works Budget Narrative](#)



Executive Summary: Planning staff is formalizing the Request for Proposals for the Impact Fee Study request. The Downtown Parking Study is in phase two of three, which is analyzing potential locations and cost analysis for the option of proposed parking structure. Staff has coordinated with Impact Design Service to provide a Traffic Calming Study to analyze potential mitigation options for alleviating cut-through traffic in several neighborhoods.

Site Plans Under Review: multi-tenant building at 305 N. Main St.

Site Plans Awaiting Revision: Restaurant uplift at 123 S.E. Main St.

Recently Approved Site Plans:

- Daycare at Powderhorn Drive
- Fifth-Third Bank & Office Development on Fairview Road
- Automotive service use on Harrison Bridge Road

Planning Commission Items with Vote Results

- Quick Service Restaurant fenestration review on Fairview Road: recommended approval 5-1
- Z-2026-01 rezoning to B-G at 206 Ladean St.: recommended approval 6-0

Board of Zoning Appeals Items with Vote Results: No meetings so far in 2026

Current Project/s

- Traffic Impact Study for cut-through mitigation
- Downtown Parking Study

Proposals & Recommendations: Staff is working on zoning text amendments for

2026 [Planning Department Report: In-Depth Numbers & Information](#)



Executive Summary: For the first quarter of 2026, Community Relations engaged stakeholders both local and state, prepared for communications for upcoming projects, and began the transition to the City Clerk position in anticipation of the agenda item for recommendation to City Clerk. The Community Relations Specialist (CRS) met with a Municipal Association of South Carolina staff member to arrange for the Municipal Complex to be the site of a tour during the MASC Annual Meeting. The CRS also assisted the Simpsonville Area Chamber of Commerce with hosting the Local Government session of Leadership Simpsonville 2026. Special thanks is owed to Parks & Recreation staff for assisting with the Local Government session setup. In preparation for the Downtown Simpsonville project, the City will be using a notification service for which members of the public can sign up; the service will be rolled out shortly.

Past Activities & Highlights:

1. Handover of website and social media accounts to Opry Entertainment Group
2. Site meeting with MASC Director of Member Services Ken Ivey to begin planning a tour by approximately 100 people of the Municipal Complex during the MASC Annual Meeting on July 16
3. Hosted Simpsonville Area Chamber of Commerce's Leadership Simpsonville 2026 class in Council Chambers for their Local Government session with presentations by all department heads
4. Met with department heads to discuss upcoming transition to City Clerk position, including expectations for CRS duties and responsibilities

Upcoming Events & Projects:

1. Appointment of Justin Campbell to City Clerk position at the May 12 meeting
2. Public Works Appreciation Week starting May 18 – assist Public Works Department in recognizing crews and staff
3. Follow-up meeting on May 19 with MASC Staff Associate for Affiliate Services Sara Whitaker regarding Annual Meeting tour
4. Keep Greenville County Beautiful Board Meeting on May 21
5. Roll out of notification system for Downtown Simpsonville project in May or June

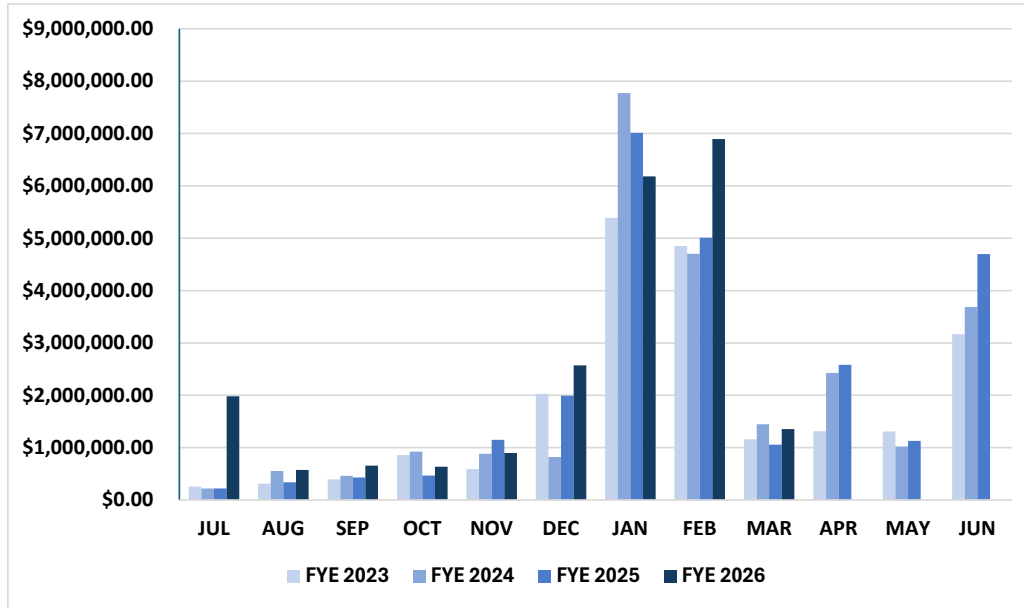
Issues to Monitor: Messaging on and communication about Downtown Simpsonville project

Proposals & Recommendations: If City Council members are able and willing, enjoy serving as a judge for Senior Project Presentation Night at Brashier Middle College Charter High School.



MONTHLY FINANCIAL UPDATE – Mar-26

GENERAL FUND – OVERVIEW OF REVENUE



<u>General Fund - Fiscal Year Revenue Comparison</u>			
<u>As of March 2026</u>			
<u>FYE – 2025</u>	<u>FYE – 2026</u>	<u>\$ Difference</u>	<u>% Increase/Decrease</u>
\$17,681,893.72	\$21,798,045.21	\$4,116,151.49	23% Increase

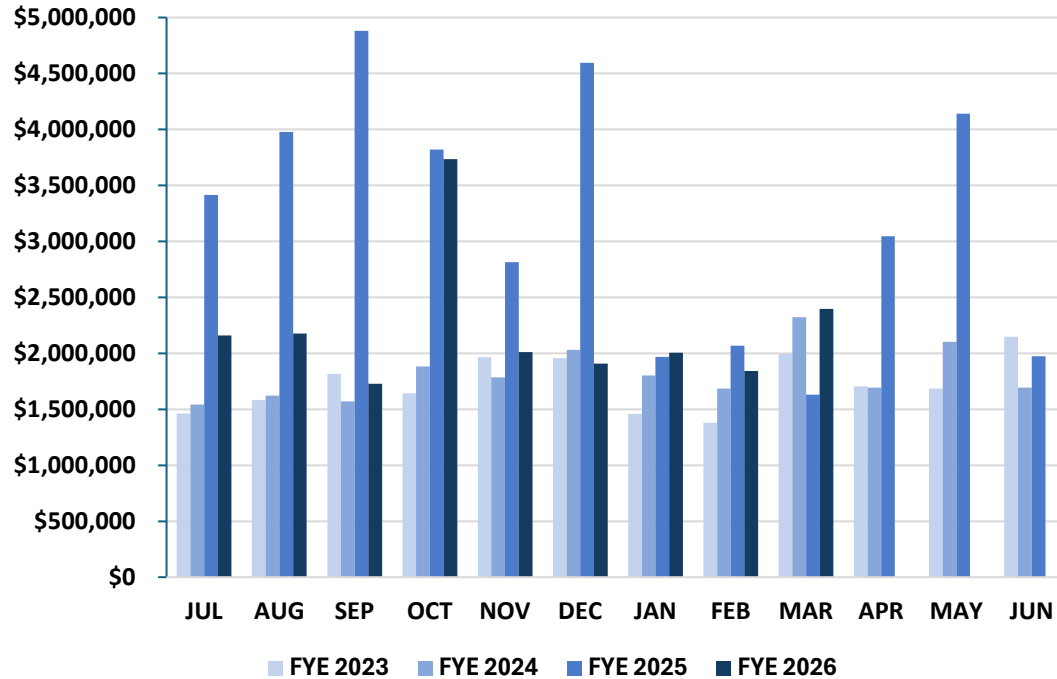
FYE 2025	Revenue	FYE 2026	Revenue
Jul-24	\$222,661.95	Jul-25	\$1,980,972.92 **
Aug-24	\$336,501.40	Aug-25	\$572,975.45
Sep-24	\$432,918.26	Sep-25	\$655,937.05
Oct-24	\$466,885.91	Oct-25	\$634,667.91
Nov-24	\$1,149,801.31	Nov-25	\$898,633.20
Dec-24	\$1,990,395.57	Dec-25	\$2,572,879.86
Jan-25	\$7,014,179.56	Jan-26	\$6,180,303.52
Feb-25	\$5,009,446.18	Feb-26	\$6,891,556.31
Mar-25	\$1,059,103.58	Mar-26	\$1,355,180.12
Apr-25	\$2,580,427.78	Apr-26	
May-25	\$1,130,079.03	May-26	
Jun-25	\$4,698,173.00	Jun-26	
Year to Date Other Financing Sources	\$ 3,270,993.33	Year to Date Other Financing Sources	\$ 54,938.87
YTD *Revenue	\$29,361,566.86	YTD *Revenue	\$21,798,045.21
% of BUDGET	119%	% of BUDGET	82%
BUDGET	\$23,977,380.00	BUDGET	\$25,659,464.00
Budgeted Other Financing Sources	\$606,889.00	Budgeted Other Financing Sources	\$916,628.00
TOTAL	\$24,584,269.00	TOTAL	\$26,576,092.00

*YTD Revenue includes other financing sources (Proceeds disposal of assets/Insurance Proceeds/Transfers from Special Revenue)

Other Financing Sources:	Proceeds on Disposals Capital Assets	
	Insurance Proceeds	\$ 54,938.87
	Transfer from Sewer Fund	
	Transfer from Special Revenue	
	Transfer from PW Enterprise Fund	
	Transfer from Capital Projects Fund	
Year-to-Date Other Financing Sources:		\$ 54,938.87

** July 2025 received funds from sale of Old City Hall

GENERAL FUND - OVERVIEW OF EXPENDITURES



FYE 2025	Expenditures	FYE 2026	Expenditures
Jul-24	\$3,310,346.64	Jul-25	\$2,159,838.96
Aug-24	\$3,978,217.31	Aug-25	\$2,177,961.01
Sep-24	\$4,880,124.85	Sep-25	\$1,729,184.04
Oct-24	\$3,820,216.84	Oct-25	\$3,733,754.34
Nov-24	\$2,813,166.12	Nov-25	\$2,011,839.59
Dec-24	\$4,596,143.77	Dec-25	\$1,908,304.49
Jan-25	\$1,968,707.18	Jan-26	\$2,006,188.29
Feb-25	\$2,067,000.97	Feb-26	\$1,843,634.29
Mar-25	\$1,631,431.42	Mar-26	\$2,395,750.51
Apr-25	\$3,045,289.51	Apr-26	
May-25	\$4,140,984.56	May-26	
Jun-25	\$1,975,268.63	Jun-26	
YTD	\$38,226,897.80	YTD	\$19,966,455.52
% of BUDGET	155%	% of BUDGET	75%
BUDGET	\$24,584,269.00	BUDGET	\$26,576,092.00

<u>General Fund - Fiscal Year Revenue Comparison</u>			
<u>As of March 2026</u>			
<u>FYE - 2025</u>	<u>FYE - 2026</u>	<u>\$ Difference</u>	<u>% Increase/Decrease</u>
\$29,065,355.10	\$19,966,455.52	(9,098,899.58)	-31% Decrease

Cash on Hand as of March 31, 2026:
\$11,364,912.47

GENERAL FUND – OVERVIEW OF DEBT

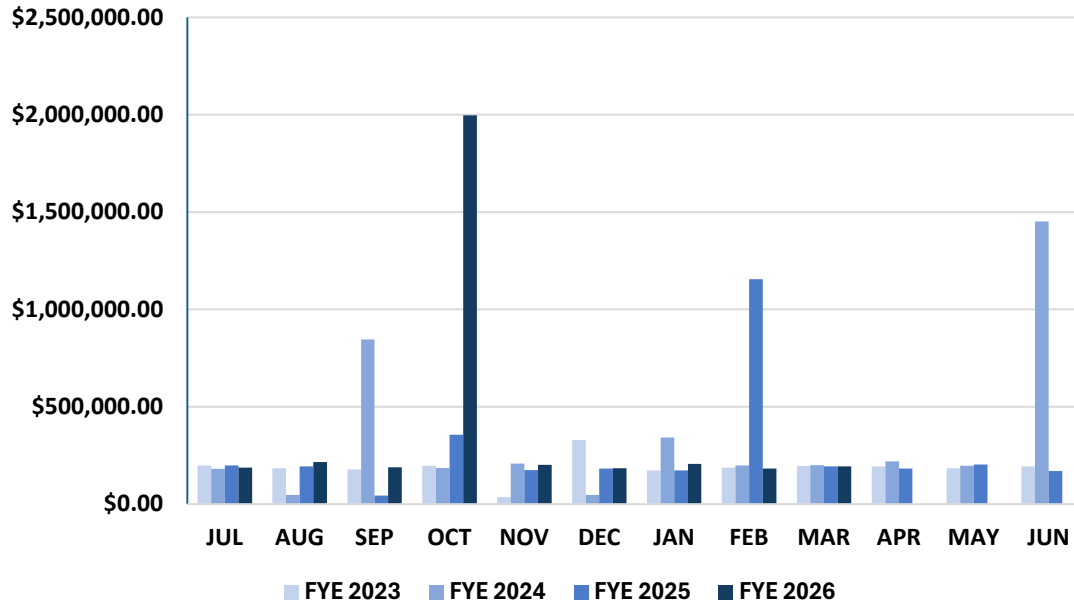
GENERAL OBLIGATION BONDS	Maturity Date	Original Amount	Remaining Balance (Principal)	Payments Already Made in FYE 2025	Amount Still Due in FYE 2026 (Principal & Interest)
2019 G.O. Bond	4/1/2026	\$772,000	\$115,000.00	\$114,000.00	\$4,476.96

INSTALLMENT PURCHASE REVENUE BONDS	Maturity Date	Original Amount	Remaining Balance (Principal)	Payments Already Made in FYE 2025	Amount Still Due in FYE 2025 (Principal & Interest)
2021 IPRB	6/30/2042	\$11,300,000.00	\$10,105,000.00	\$0.00	\$0.00

2021 Installment Purchase Revenue Bond
Monthly Activity

2021 IPRB Details	Beginning Balance	Debt Service Payments (Monthly Installment)	Principal/Interest/Construction (Made by US Bank on behalf of City)	Ending Balance
US Bank – Bond Fund	\$2,748.58		\$6.95	\$2,755.53

SEWER FUND – OVERVIEW OF REVENUE†

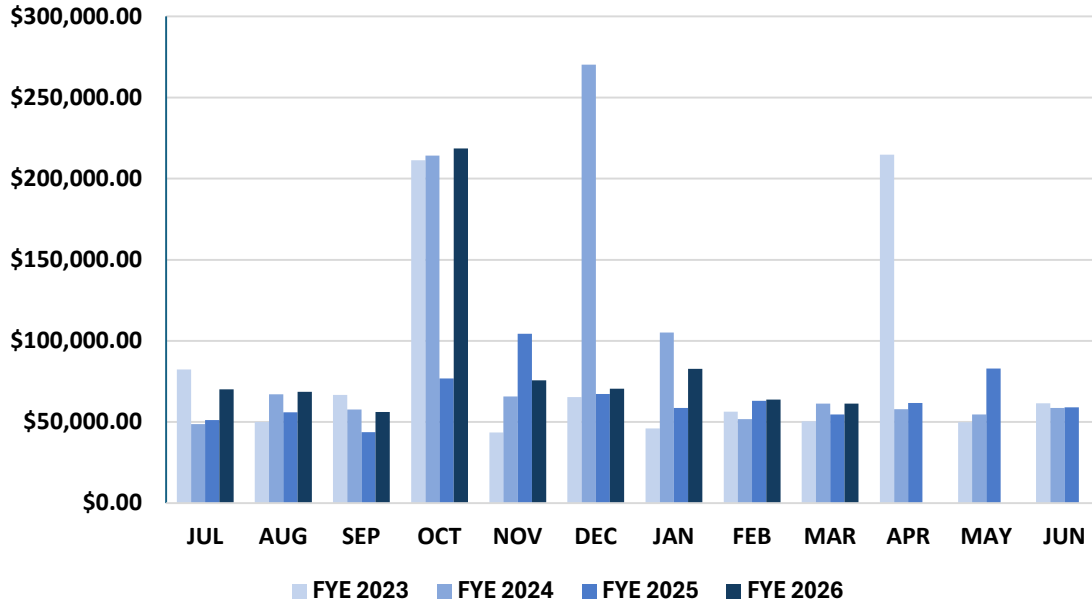


FYE 2025	Revenue	FYE 2026	Revenue
Jul-24	\$198,594.09	Jul-25	\$188,005.34
Aug-24	\$194,142.59	Aug-25	\$216,727.01
Sep-24	\$44,083.66	Sep-25	\$189,702.76
Oct-24	\$356,816.26	Oct-25	\$1,996,657.36
Nov-24	\$175,678.90	Nov-25	\$201,411.48
Dec-24	\$182,892.12	Dec-25	\$184,042.42
Jan-25	\$174,916.72	Jan-26	\$207,334.46
Feb-25	\$1,155,766.70	Feb-26	\$183,367.36
Mar-25	\$193,137.64	Mar-26	\$193,607.33
Apr-25	\$183,034.60	Apr-26	
May-25	\$203,977.44	May-26	
Jun-25	\$169,517.51	Jun-26	
YTD	\$3,232,558.23	YTD	\$3,560,855.52
% of BUDGET	142%	% of BUDGET	157%
BUDGET	\$2,270,000.00	BUDGET	\$2,270,000.00

† Excludes donated sewer infrastructure

<u>FYE – 2025</u>	<u>FYE – 2026</u>	<u>\$ Difference</u>	<u>% Increase/Decrease</u>
\$2,676,028.68	\$3,560,855.52	\$884,826.84	33% Increase

SEWER FUND – OVERVIEW OF EXPENDITURES†



FYE 2025	Expenditures	FYE 2026	Expenditures
Jul-24	\$52,905.53	Jul-25	\$70,202.68
Aug-24	\$56,042.17	Aug-25	\$68,667.32
Sep-24	\$43,813.75	Sep-25	\$56,173.37
Oct-24	\$76,779.00	Oct-25	\$218,552.94
Nov-24	\$104,441.60	Nov-25	\$75,717.91
Dec-24	\$67,182.38	Dec-25	\$70,595.87
Jan-25	\$58,644.73	Jan-26	\$82,772.54
Feb-25	\$63,151.96	Feb-26	\$63,801.66
Mar-25	\$54,679.60	Mar-26	\$61,410.21
Apr-25	\$61,660.99	Apr-26	
May-25	\$83,047.32	May-26	
Jun-25	\$59,012.73	Jun-26	
YTD	\$781,361.76	YTD	\$767,894.50
% of BUDGET	62%	% of BUDGET	69%
BUDGET	\$1,252,394.00	BUDGET	\$1,108,724.00

Cash on Hand as of March 31, 2026:
\$1,878,526.14

<u>Sewer Fund - Fiscal Year Expense Comparison</u>			
<u>As of March 2026</u>			
<u>FYE – 2025</u>	<u>FYE – 2026</u>	<u>\$ Difference</u>	<u>% Increase/Decrease</u>
\$577,640.72	\$767,894.50	\$190,253.78	33% Increase

SEWER FUND - OVERVIEW OF LIABILITIES

LIABILITIES*

REVENUE BOND*	Maturity Date	Original Amount	Remaining Balance (Principal)	Payments Already Made in FYE 2026	Amount Still Due in FYE 2026 (Principal & Interest)
2016 Revenue Bond	4/1/2037	\$10,270,000	\$7,070,000.00	\$436,456.86	\$374,106.30

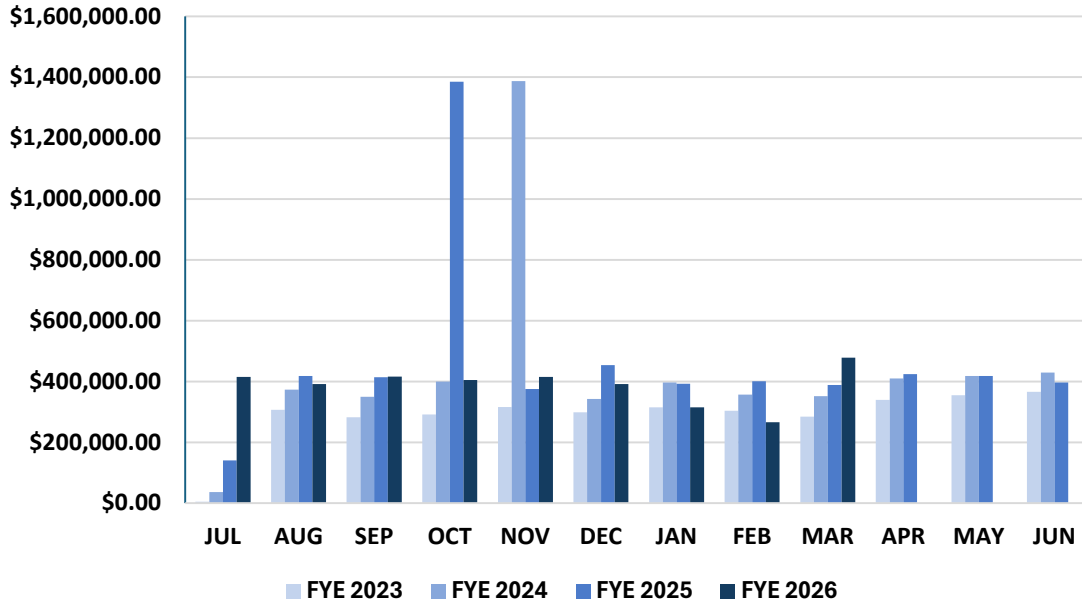
‡ Excludes depreciation expenses

* Not included in expenditure report

2016 Sewer Revenue Bond Monthly Activity

<i>2016 Sewer Revenue Bond Details</i>	<i>Beginning Balance</i>	<i>Debt Service Payments (Monthly Installment)</i>	<i>Principal/Interest/Construction (Made by US Bank on behalf of City)</i>	<i>Ending Balance</i>
US Bank - Debt Service Fund	\$591,684.40	\$62,350.98	\$1,389.93 - Interest	\$655,425.31

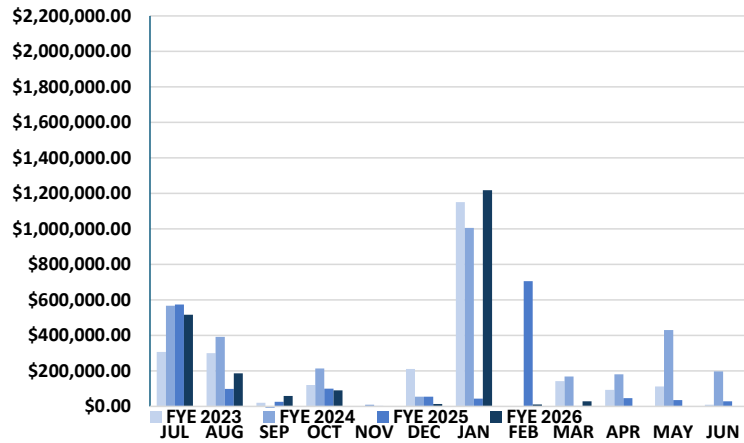
SPECIAL REVENUE FUND – OVERVIEW OF REVENUE



FYE 2025	Revenue	FYE 2026	Revenue
Jul-24	\$140,138.36	Jul-25	\$415,172.70
Aug-24	\$418,166.30	Aug-25	\$391,182.38
Sep-24	\$413,608.66	Sep-25	\$416,089.94
Oct-24	\$1,385,483.64	Oct-25	\$404,988.82
Nov-24	\$430,899.59	Nov-25	\$414,898.09
Dec-24	\$453,457.87	Dec-25	\$391,766.72
Jan-25	\$445,882.67	Jan-26	\$314,386.57
Feb-25	\$400,122.50	Feb-26	\$265,469.13
Mar-25	\$388,679.63	Mar-26	\$477,920.10
Apr-25	\$423,951.95	Apr-26	
May-25	\$418,126.15	May-26	
Jun-25	\$396,245.41	Jun-26	
YTD	\$5,714,762.73	YTD	\$3,491,874.45
% of BUDGET	143%	% of BUDGET	77%
BUDGET	\$4,000,000.00	BUDGET	\$4,550,000.00

<i>Special Revenue Fund - Fiscal Year Revenue Comparison</i>			
<i>As of March 2026</i>			
<u>FYE – 2025</u>	<u>FYE – 2026</u>	<u>\$ Difference</u>	<u>% Increase/Decrease</u>
\$4,476,439.22	\$3,491,874.45	(\$984,564.77)	-22% Decrease

SPECIAL REVENUE FUND – OVERVIEW OF EXPENDITURES



FYE 2025	Expenditure	Transfers	FYE 2026	Expenditure	Transfers
Jul-24	\$521,462.58	\$0.00	Jul-25	\$516,896.50	\$0.00
Aug-24	\$98,428.24	\$0.00	Aug-25	\$186,800.00	\$0.00
Sep-24	\$26,505.74	\$0.00	Sep-25	\$59,466.00	\$0.00
Oct-24	\$100,218.06	\$0.00	Oct-25	\$89,768.28	\$0.00
Nov-24	\$2,948.81	\$135,330.55	Nov-25	\$0.00	\$0.00
Dec-24	\$55,416.06	\$0.00	Dec-25	\$13,411.90	\$0.00
Jan-25	\$1,061,649.84	\$0.00	Jan-26	\$1,218,067.00	\$0.00
Feb-25	\$704,932.53	\$0.00	Feb-26	\$11,043.78	\$0.00
Mar-25	\$3,232.56	\$944,232.53	Mar-26	\$28,903.19	\$0.00
Apr-25	\$46,130.04	\$485,214.60	Apr-26		
May-25	\$35,537.09	\$0.00	May-26		
Jun-25	\$28,282.19	\$557,464.48	Jun-26		
YTD	\$2,684,743.74	\$2,122,242.16	YTD	\$2,124,356.65	\$0.00
% of BUDGET	140%	347%	% of BUDGET	87%	0%
BUDGET	\$1,923,228.00	\$612,377.00	BUDGET	\$2,430,621.00	\$650,505.00

FYE – 2025	FYE – 2026	\$ Difference	% Increase/Decrease
\$2,574,794.42	\$2,124,356.65	(\$450,437.77)	-17% Decrease

Cash on Hand as of March 31, 2026:
\$21,944,544.26

*** Cash on hand increased due to receiving bond proceeds.

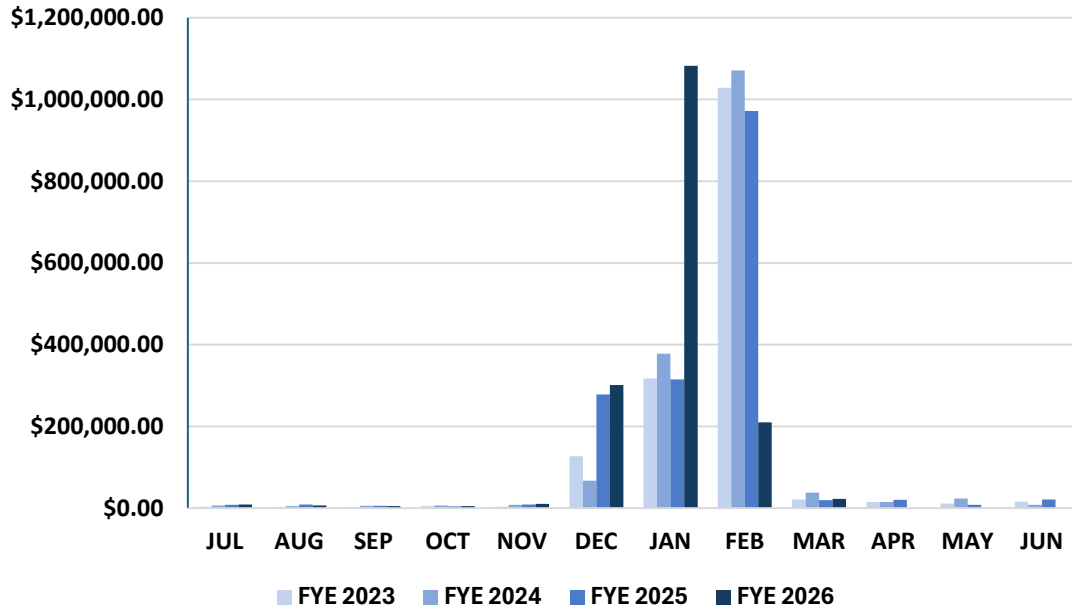
SPECIAL REVENUE - OVERVIEW OF DEBT

H&A TAX REVENUE REFUNDING AND IMPROVEMENT BOND	Maturity Date	Original Amount	Remaining Balance (Principal)	Payments Already Made in FYE 2026	Amount Still Due in FYE 2026 (Principal & Interest)
2021 Revenue Bond	6/30/2036	\$14,155,000	\$11,040,000.00	\$450,833.31	\$935,833.40

2021 H&A Tax Revenue Bond
Monthly Activity

2021 H&A TAX REVENUE BOND Details	Beginning Balance	Debt Service Payments	Principal/Interest/Construction <i>(Made by US Bank on behalf of City)</i>	Ending Balance
US Bank - Interest Account	\$97,796.93	\$37,979.17	\$209.73 Interest Earned	\$135,985.83
US Bank - Principal Account	\$185,876.30	\$68,750.00	\$402.02 Interest Earned	\$255,028.32
US Bank - Construction Fund	\$2,114,462.91		(\$12,719) Disbursements	\$2,116,474.54
			\$14,730.57 Interest Earned	

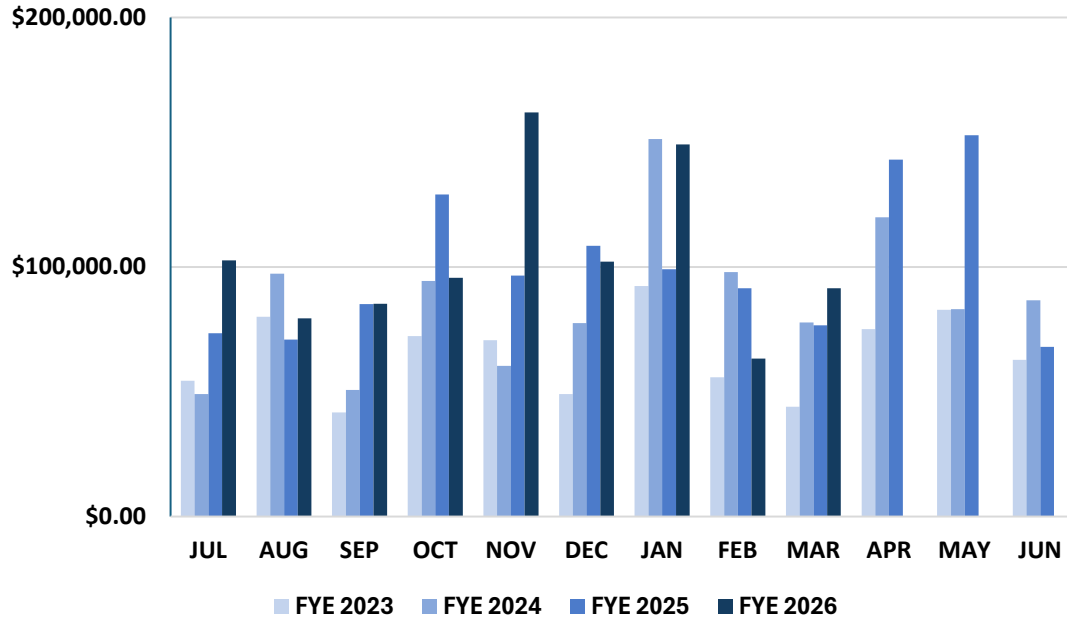
PUBLIC WORKS ENTERPRISE FUND – OVERVIEW OF REVENUE



FYE 2025	Revenue	FYE 2026	Revenue
Jul-24	\$7,842.47	Jul-25	\$9,131.00
Aug-24	\$8,723.95	Aug-25	\$6,644.75
Sep-24	\$6,024.48	Sep-25	\$4,976.92
Oct-24	\$4,000.76	Oct-25	\$4,813.67
Nov-24	\$8,795.81	Nov-25	\$10,636.34
Dec-24	\$278,030.38	Dec-25	\$301,164.43
Jan-25	\$315,105.55	Jan-26	\$1,082,327.00
Feb-25	\$971,890.11	Feb-26	\$210,215.34
Mar-25	\$19,792.92	Mar-26	\$22,331.36
Apr-25	\$20,610.36	Apr-26	
May-25	\$8,239.63	May-26	
Jun-25	\$20,943.04	Jun-26	
YTD	\$1,669,999.46	YTD	\$1,652,240.81
% of Budget	105%	% of Budget	99%
Budget	\$1,587,000.00	Budget	\$1,673,000.00

<i>PW Enterprise Fund - Fiscal Year Revenue Comparison</i>			
<i>As of March 2026</i>			
<u>FYE – 2025</u>	<u>FYE – 2026</u>	<u>\$ Difference</u>	<u>% Increase/Decrease</u>
\$1,620,206.43	\$1,652,240.81	\$32,034.38	2% Increase

PUBLIC WORKS ENTERPRISE FUND – OVERVIEW OF EXPENDITURES



FYE 2025	Expenditures	FYE 2026	Expenditures
Jul-24	\$94,630.17	Jul-25	\$102,639.30
Aug-24	\$70,857.56	Aug-25	\$79,471.49
Sep-24	\$85,105.92	Sep-25	\$85,242.34
Oct-24	\$129,009.39	Oct-25	\$95,621.58
Nov-24	\$96,556.16	Nov-25	\$161,928.89
Dec-24	\$108,477.69	Dec-25	\$102,142.20
Jan-25	\$99,134.50	Jan-26	\$149,171.07
Feb-25	\$91,462.83	Feb-26	\$63,298.89
Mar-25	\$76,677.56	Mar-26	\$91,444.36
Apr-25	\$143,078.78	Apr-26	
May-25	\$152,803.79	May-26	
Jun-25	\$67,984.71	Jun-26	
YTD	\$1,215,779.06	YTD	\$930,960.12
% of Budget	94%	% of Budget	68%
Budget	\$1,287,568.00	Budget	\$1,377,165.00

<u>FYE – 2025</u>	<u>FYE – 2026</u>	<u>\$ Difference</u>	<u>% Increase/Decrease</u>
\$851,911.78	\$930,960.12	\$79,048.34	9% Increase

Cash on Hand as of March 31, 2026:
\$1,636,248.33

Preliminary Budget Report (March 31st)

Account	Budgeted Expenditures	YTD Expenditures	Encumbrance	Remaining Balance	Percent Remaining
Mayor/Council	\$159,396.00	\$104,500.34		\$54,895.66	34%
Administration					
<i>Administration</i>	\$3,345,091.00	\$2,496,721.23		\$848,369.77	25%
* <i>Municipal Complex</i>	-	\$756,746.45			
<i>Court</i>	\$375,180.00	\$222,878.44		\$152,301.56	41%
Police					
<i>Police</i>	\$7,324,040.00	\$4,714,554.83	\$48,808.97	\$2,560,676.20	35%
<i>Dispatch</i>	\$845,762.00	\$512,264.02		\$333,497.98	39%
Fire	\$8,886,953.00	\$7,588,834.83	\$82,795.37	\$1,215,322.80	14%
Public Works					
<i>Public Works</i>	\$2,274,005.00	\$1,257,984.57		\$1,016,020.43	45%
<i>Sewer</i>	\$1,108,724.00	\$767,894.50		\$340,829.50	31%
<i>Garage</i>	\$366,601.00	\$182,373.81	\$ 5,450.00	\$178,777.19	49%
Recreation					
<i>Recreation</i>	\$1,910,157.00	\$1,193,078.89		\$717,078.11	38%
<i>Heritage Park</i>	\$1,028,267.00	\$887,084.34	\$29,406.26	\$111,776.40	11%
<i>Amphitheater</i>	\$60,640.00	\$49,433.77		\$11,206.23	18%
Special Revenue	\$3,081,126.00	\$2,124,356.65	\$162,928.39	\$793,840.96	26%
PW Enterprise Fund	\$1,377,165.00	\$930,960.12		\$446,204.88	32%

<i>Department</i>	<i>Purchase Order Number</i>	<i>Purchase Order Date</i>	<i>Vendor</i>	<i>Description</i>	<i>Purchase Order Total</i>	<i>Status</i>
Police Department	1000338	7/2/2025	Dataworks	LiveScan Plus/Hardware	\$24,495.00	Complete
Sewer	1000339	7/8/2025	Ford of Spartanburg	2025 Ford Pickup Truck	\$49,160.00	Complete
Police Department	1000340	7/8/2025	West Chatham Warning	Utility Admin Package	\$20,756.76	Complete
Police Department	1000341	7/8/2025	West Chatham Warning	Upfitting for 3 Slick Top	\$45,707.29	Complete
Police Department	1000342	7/8/2025	Garrett's Discount Golf Cars	EGG25 Valor Golf Carts	\$17,671.50	Complete
Police Department	1000343	7/8/2025	Santee Automotive	4 2025 Ford Interceptors	\$186,224.00	Complete
Police Department	1000344	7/8/2025	Ford of Spartanburg	2025 Ford Interceptor	\$46,022.00	Complete
Public Works	1000345	7/10/2025	The Charles Machine Works	Mini Steer	\$64,176.77	Complete
Public Works	1000346	7/11/2025	Enviromental Systems	ArcGIS Desktop Items	\$4,744.00	Complete
Public Works	1000347	7/15/2025	Kevin Whitaker	2025 Chevrolet LCF	\$62,872.00	Complete
Fire Department	1000348	7/22/2025	Chism Drywall LLC	Replace Ceiling Grid & Tile	\$8,700.00	Complete
Rec Deapartment	1000349	7/22/2025	Capital One Card Services	Flag Football Sets	\$8,363.40	Open
Fire Department	1000350	7/21/2025	M&M Heating & Air	New HVAC System	\$21,440.00	Complete
Police Department	1000351	7/28/2025	SC Department of Juvenile	Juvenile Housing	\$12,000.00	Open
Rec Deapartment	1000352	7/29/2025	GameOn	Custom Cap and Visor	\$13,440.87	Complete
Rec Deapartment	1000353	7/29/2025	GameOn	G-Fusion Football Jerseys & Pads	\$7,821.06	Complete
Rec Deapartment	1000354	7/29/2025	GameOn	Cheer Uniform Packages	\$3,679.26	Complete
Public Works	1000355	7/29/2025	STI Turf Care Equipment	4520 PRO Model	\$30,389.00	Complete
Public Works	1000356	7/29/2025	STI Turf Care Equipment	Mower	\$14,075.74	Complete
Public Works	1000357	7/30/2025	D2 Powersports	2025 Polaris Ranger	\$19,518.78	Complete
Rec Deapartment	1000358	7/30/2025	Ford of Spartanburg	2025 Ford F250 Pickup	\$49,124.00	Open
Fire Department	1000359	8/5/2025	Proper International	Boots	\$3,143.66	Opn
Rec Deapartment	1000360	8/8/2025	Capital One Card Services	Flag Football Sets	\$2,416.80	Complete
Fire Department	1000361	8/11/2025	OSI Federal Technologies	Research Tables	\$5,251.61	Complete

<i>Department</i>	<i>Purchase Order Number</i>	<i>Purchase Order Date</i>	<i>Vendor</i>	<i>Description</i>	<i>Purchase Order Total</i>	<i>Status</i>
Public Works	1000362	8/11/2025	Amick Equipment	Sidewinder	\$357,049.10	Complete
Fire Department	1000363	8/11/2025	Proper International	Revtac Ripstop Tactical Pant	\$7,434.31	Complete
Fire Department	1000364	8/18/2025	Proper International	Uniform	\$3,406.92	Complete
Rec Department	1000365	8/18/2025	Gameon	Customom Baseball/Softball	\$13,091.27	Complete
Public Works	1000366	8/21/2025	Lay of the Land of NC INC	Spreader	\$10,790.00	Complete
Police Department	1000367	8/21/2025	Caseguard, Inc	Annual Subscription	\$4,545.00	Complete
Fire Department	1000368	8/21/2025	Proper International	Uniforms	\$3,322.24	Complete
Rec Department	1000369	8/26/2025	Capital One Card Services	Volleyball Jerseys	\$4,823.00	Complete
Public Works	1000370	8/26/2025	Schaefer Systems Intl	95 Gallon Cart	\$15,791.88	Complete
Fire Department	1000371	8/28/2025	Stryker Sales Corp	Lifepak	\$2,876.12	Cancelled
Administration	1000372	9/19/2025	Seasoned Tree Care	3 Trees Removed	\$12,800.00	Complete
Public Works	1000373	9/24/2025	Napa Auto Parts	Napa Tracs Shop Management Program	\$5,450.00	Open
Fire Department	1000374	10/2/2025	Stryker Sales Corp	Lifepak	\$2,876.12	Complete
Rec Department	1000375	10/22/2025	Allan Herschell Company LLC	Train Parts	\$11,420.00	Complete
Rec Department	1000376	10/31/2025	Gameon	Uniforms	\$9,018.16	Complete
Rec Department	1000377	11/13/2025	MUSCO Corporation	Woodside Park Lighting	\$275,000.00	Open
Fire Department	1000378	11/19/2025	Municipal Emergency Services	Turnout Coat and Pants	\$33,742.98	Open
Fire Department	1000379	11/13/2025	Municipal Emergency Services	Turnout Coat, Pants, and Gloves	\$275,000.00	Open
Rec Department	1000380	12/5/2025	Barco Products Co	Wheelchair Acc Table	\$5,290.62	Complete
Police Department	1000381	12/18/2025	Dana Safety Supply	Ballistic w/ Carrier	\$5,005.32	Complete
Police Department	1000382	12/18/2025	Carolina Emblem Co	Simpsonville Patches	\$2,057.88	Complete
Fire Department	1000383	1/6/2026	Core Custom Graphics	Jackets w/ embroidery	\$9,013.26	Complete
Fire Department	1000384	1/12/2026	Foxfury	Lights & Helmets	\$10,227.20	Complete
Rec Department	1000385	1/29/2026	Gameon	Baseball Hats and Visors	\$21,834.46	Complete
Police Department	1000386	2/19/2026	Ridgeline Technology	Software	\$15,062.75	Open
Rec Department	1000387	2/19/2026	Crowd Control Warehouse	Black Barricades w/ storage	\$13,421.39	Open
Fire Department	1000388	2/20/2026	Parks Automotive Group	Chevy Tahoe w/ upfitting	\$74,496.61	Open

<i>Department</i>	<i>Purchase Order Number</i>	<i>Purchase Order Date</i>	<i>Vendor</i>	<i>Description</i>	<i>Purchase Order Total</i>	<i>Status</i>
Police Department	1000389	2/24/2026	Axon Enterprise	Taser and Battery Packs	\$12,329.46	Open
Police Department	1000390	2/25/2026	Dana Safety Supply	Ballistic w/ Carrier	\$3,399.84	Open
Police Department	1000391	3/10/2026	Acexr LLC	VR System w/ accessories	\$4,397.90	Open
Fire Department	1000392	3/12/2026	Nafeco Inc	Red and Blue Fire Hoses	\$9,195.50	Open
Public Works	1000393	3/12/2026	Schaefer Systems Intl	95 Gallon Cart	\$25,822.69	Open
Fire Department	1000394	3/16/2026	Team Dodge Ram of Myrtle Beach	Durango for OPIOD Grant Administrator	\$38,145.00	Complete
Police Department	1000395	3/18/2026	Cook and Boardman Inc	Pistol Locker	\$5,082.70	Open
Rec Department	1000396	3/25/2026	Gameon	Baseball Jerseys	\$21,042.86	Complete
Police Department	1000397	3/26/2026	Dana Safety Supply Inc	.45 Caliber	\$2,486.34	Open



CITY ADMINISTRATOR REPORT

April 2026

CCNB Amphitheatre: Staff has been working with Opry Entertainment Group on maintenance and safety issues in advance of the first concert of the 2026 season.

City Banking Services: Staff will be issuing a Request for Proposals (RFP) for banking services the week of April 27.

Downtown Parking Study: Walker Consultants has completed a demand and supply analysis, which will inform their recommendations for future downtown parking facilities.

Downtown Revitalization and Streetscape: Staff is working with CoTransCo to schedule a pre-construction meeting with Thrift Development Corporation and key Downtown stakeholders to discuss project details and scheduling.

Gracely Park: Staff is working with arborists to evaluate the condition of the canopy trees throughout the park.

Liberty Park: Staff is working with SCDOT and railroad representatives to understand site constraints before the development of a final site plan.

Municipal Complex: Staff is working with DP3 to schedule an evaluation of the mechanical system in Council Chambers. The goal is to identify a long-term fix for acoustic problems in the room.

Neighborhood Traffic Calming Study: Staff is working with Impact Designs for the development of proposed traffic calming measures in residential areas immediately adjacent to Downtown.

Sewer Revenue Bond: Staff finalized the Sewer System Revenue Refunding Bond Series 2026 at an interest rate of 3.5%.

No Update from Previous Month: *Emergency Operations Planning, Gracely Park, Harrison Bridge Road Corridor, Hurricane Helene Recovery, Road Resurfacing, Swamp Rabbit Trail Phase 2, Sewer Improvements, Stormwater*



SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM

Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Maria Tooley, Finance Director

Department: Finance/Administration

Date Submitted: 04/14/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

Ordinance O-2026-04, bond proceeds for downtown project

Summary of Item/Purpose:

An ordinance is required to transfer \$11,530,304.09 million in bond proceeds to the capital projects account to fund the Downtown Simpsonville/Streetscape project

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes
- No

ORDINANCE NO. O-2026-04

AN ORDINANCE AUTHORIZING THE TRANSFER OF BOND PROCEEDS FROM THE 2021 HOSPITALITY AND ACCOMMODATIONS TAX BONDS TO THE CAPITAL PROJECTS ACCOUNT IN THE AMOUNT OF \$11,530,304.09 TO BE UTILIZED FOR THE CITY STREETScape PROJECT

WHEREAS, pursuant to Ordinance 2021-02, the City of Simpsonville authorized the issuance of Hospitality and Accommodations Tax Bonds (“2021 H&A Tax Bond”) for the purposes of, among other things, funding the cost of the City’s downtown streetscape improvements (the “City Streetscape Project”); and,

WHEREAS, the City is currently holding the amount of \$[] in bond proceeds from the 2021 H&A Tax Bond in a segregated account and now desires to transfer those funds to the City’s Capital Projects Account to apply to the City Streetscape Project; and,

WHEREAS, City Council has determined that appropriating the bond proceeds for the City Streetscape Project is appropriate and in the best interests of the City.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Simpsonville South Carolina, in council assembled and by the authority thereof:

Section 1: That the City Administrator is hereby authorized to transfer the remaining H&A Tax Bond proceeds in the amount of \$[] to the City’s Capital Projects Account to be used for the City’s Streetscape Project.

Section 2: That it is the intention of the City Council that the sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable. If any phrase, clause, sentence, paragraph, subsection, or section of this ordinance be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining portions of this ordinance.

Section 3: That this ordinance supersedes all previous or inconsistent legislation. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section 4: That this ordinance shall take effect upon second and final reading.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: _____
Paul Shewmaker, Mayor

ATTEST:

Ashley Clark, Municipal Clerk

First Reading: _____, 2026

Second and
Final Reading: _____, 2026

APPROVED AS TO FORM:

Daniel R. Hughes, City Attorney



SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM

Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Maria Tooley, Finance Director

Department: Finance/Administration

Date Submitted: 04/14/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

Ordinance O-2026-05, vehicle master lease program

Summary of Item/Purpose:

An ordinance to authorize a vehicle master lease program to systematically replace the City's light-duty fleet

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes
- No

ORDINANCE NO. O-2026-05

**AN ORDINANCE TO APPROVE A MASTER LEASE AGREEMENT
WITH ENTERPRISE FLEET MANAGEMENT FOR THE LEASING
AND MAINTENANCE OF CITY VEHICLES AND AUTHORIZING THE
MAYOR OR CITY ADMINISISTRATOR TO EXECUTE THE SAME.**

WHEREAS, in an effort to implement a cost-effective approach to aid in the efficiency and effectiveness of overall operations, the City of Simpsonville desires to implement a Fleet Leasing Program through the Master Lease Agreement attached hereto as Exhibit “A;” and,

WHEREAS, the benefit of implementing a lease program through the Master Lease Agreement for city vehicles includes lowering the age of the fleet, reducing maintenance and operation costs, and allow the City to acquire new vehicles with the latest upgrades City of Simpsonville; and,

WHEREAS, the City Council finds that the Master Lease Agreement attached hereto as Exhibit “A” is in the best interests of the citizens and residents of the City.

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

Section 1. The City Council hereby authorizes the Mayor or City Administrator to execute the Master Lease Agreement attached hereto as Exhibit “A.”

Section 2. This ordinance shall be effective immediately upon second reading approval hereof.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

Paul Shewmaker, Mayor

ATTEST:

Ashley Clark, Municipal Clerk

First Reading: _____, 2026

Second and
Final Reading: _____, 2026

APPROVED AS TO FORM:

Daniel R. Hughes, City Attorney



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM _____ Customer _____

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM _____ Customer _____



SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM

Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Maria Tooley, Finance Director

Department: Finance/Administration

Date Submitted: 04/14/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

Ordinance O-2026-06, Fiscal Year 2026-2027 Budget

Summary of Item/Purpose:

An ordinance to adopt an annual budget for Fiscal Year 2026-2027 to take effect July 1, 2026

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes
- No

ORDINANCE NO. O-2025-06

CITY OF SIMPSONVILLE, SOUTH CAROLINA

TITLE: AN ORDINANCE TO ADOPT THE BUDGET FOR THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, FOR FISCAL YEAR 2026-2027 ACCORDING TO THE TERMS AND PROVISIONS CONTAINED THEREIN; FIXING THE MILLAGE RATE AT 55.4 MILS; AUTHORIZING THE TRANSFER OF UP TO \$1,291,589.78 FROM THE SPECIAL REVENUE FUND TO PAY FOR OPERATIONAL EXPENSES; AUTHORIZING THE TRANSFER OF UP TO \$241,230 FROM THE SEWER FUND TO PAY FOR OPERATIONAL EXPENSES; AUTHORIZING THE TRANSFER OF UP TO \$57,039 FROM PUBLIC WORKS ENTERPRISE FUND FOR OPERATIONAL EXPENSES; AUTHORIZING THE TRANSFER OF UP TO \$797,499.78 TO THE CAPITAL PROJECTS FUND; SETTING THE PUBLIC WORKS FEE TO BE COLLECTED ON ALL IMPROVED REAL PROPERTY; AND REPEALING ANY PREVIOUS ORDINANCE IN CONFLICT THEREWITH

BASIS FOR THE ORDINANCE: SOUTH CAROLINA CODE ANN. § 5-11-40 *et. seq.* South Carolina Code of Laws

EFFECTIVE DATE OF ORDINANCE: July 1, 2026, and upon final approval by Council after second reading and signing by the Mayor.

WHEREAS, pursuant to S.C. Code Ann. §5-11-40 the City Council shall adopt an annual budget for the operation of the City and capital improvements for Fiscal Year 2026-2027; and

WHEREAS, Council has carefully studied and examined the financial needs for operations for the coming fiscal year after discussions with the City Administrator and all Department Heads; and

WHEREAS, having considered the budget requests for the coming fiscal year and having determined that it is in the best interests of the taxpayers of the City to adopt a comprehensive budget based upon estimated revenues and to provide appropriations for City operations and debt service for all City departments; and

WHEREAS, pursuant to S.C. Code Ann. §6-1-80 the City has provided notice to the public by advertising the public hearing before the adoption of the budget for the next fiscal year in a newspaper of general circulation in the area, given that not less than fifteen days in advance of the public hearing in the form as prescribed by law; and

WHEREAS, after a public hearing and receiving public comment the City Council finds that the budget for Fiscal Year 2026-2027 should be adopted;

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

SECTION 1. ADOPTION OF THE BUDGET FOR THE CITY OF SIMPSONVILLE, SOUTH CAROLINA, FOR FISCAL YEAR 2026-2027:

1.1. The budget document entitled: "CITY OF SIMPSONVILLE: BUDGET FOR FISCAL YEAR 2026-2027" is hereby ADOPTED and incorporated herein by reference.

1.2. The millage rate for FY 2026-2027 is as follows:

OPERATING MILLAGE

	2025	Increase ¹		Total 2026
Operating Base Millage	<u>53.4</u>	<u>2</u>		<u>55.4</u>
Reserve Account Millage*	<u> </u>	<u> </u>		<u> </u>
Lease Purchase Millage**	<u> </u>	<u> </u>		<u> </u>
Debt Millage	<u> </u>	<u> </u>		<u> </u>
Total	<u>53.4</u>	<u> </u>		<u>55.4</u>

*Millage levied pursuant to Sec. 6-1-320(D) to "maintain a reserve account."

**Millage levied pursuant to Sec. 6-1-320(D) for "real property purchased using a lease-purchase agreement"

¹Millage increases for 2026 are limited to the millage cap established by SC Code Sec 6-1-320.

SURCHARGE MILLAGE

	2025	2026
Surcharge Millage	<u>0.0</u>	<u>0.0</u>

Statutory Reasons under Section 6-1-320(B) for surcharge: (please check one)

- (1) deficiency of the preceding year
- (2) catastrophic event (natural disaster, act of God, etc.)
- (3) compliance with a court order or decree
- (4) taxpayer closure (decreases by 10% or more prior year revenue)
- (5) compliance with a federal or state unfunded regulation or statute

1.3. Public Works Fee:

- a. A Public Works Fee of Two Hundred Twenty-Eight Dollars (\$228.00) shall be collected on each separate taxable parcel of improved real property located within the city limits of Simpsonville.
- b. A Public Works Fee of Two Hundred Twenty-Eight Dollars (\$228.00) shall be collected times the number of commercial units or spaces located on each taxable parcel of improved real property located within the core central business district as that district is identified on a map maintained in the Office of the City Planning Director that currently use a single roll-a-waste container for solid waste collection. This service will not include recycling, brush, leaves or white

goods collection.

- c. A Public Works Fee of Two Hundred Twenty-Eight Dollars (\$228.00) shall be collected on each dwelling unit of a duplex located on each taxable parcel of improved real property located in the City.
- d. A Public Works Fee of Two Hundred Twenty-Eight Dollars (\$228.00) shall be collected on every mobile home located within a mobile home park. The City Treasurer shall cause the fee to be collected on the annual mobile home county tax notice.

1.4. The City Administrator is authorized to transfer an amount not to exceed One Million Two Hundred Ninety-One Thousand Five Hundred Eighty-Nine Dollars and Seventy-Eight cents (\$1,291,589.78) from the Special Revenue Fund to fund operational expenses.

1.5. The City Administrator is authorized to transfer an amount not to exceed Two Hundred Forty-One Thousand, Two Hundred and Thirty Dollars (\$241,230) from the Sewer Fund to fund operational expenses.

1.6. The City Administrator is authorized to transfer an amount not to exceed Fifty-Seven Thousand Thirty-Nine Dollars (\$57,039) from the Public Works Enterprise Fund to fund operational expenses.

1.7. The City Administrator is authorized to transfer an amount not to exceed Seven Hundred Ninety-Seven Thousand Four Hundred Ninety-Nine Dollars and Seventy-Eight cents (\$797,499.78) to the Capital Projects Fund to cover the purchase of a Fire Truck in fiscal year 2029-2030 and other Capital Projects planned by departments.

1.8. The City Administrator is authorized to transfer an amount not to exceed Nine Million Four Hundred Ninety-Eight Thousand Seven Hundred Forty-Three Dollars (\$9,498,743) from the Capital Projects Fund to cover the expenses for the Downtown Street Scape Project, and other various Capital Projects and Equipment planned in fiscal year 2026-2027.

1.9. In order to provide for unforeseen expenditure or new opportunities throughout the year, the General Fund budget will have a contingency of Forty Thousand Dollars (\$40,000) that will be used only with City Administrator approval.

1.10. All revenues provided for by law shall be collected and placed in ordinary City funds to supplement and provide sufficient funds for all ordinary City purposes. No public funds of the City of Simpsonville shall be deposited unless the bank or depository shall pledge to the City Administrator a security equal in value to the funds deposited, after Federal Deposit Insurance Corporation guarantees have been considered. The security shall consist of either a surety bond executed by a licensed surety company, United States Government Bonds, bonds of the State of South Carolina or such other security as shall be approved in writing by a majority of the City Council.

1.11. Funds appropriated herein are to be expended only in compliance with policies adopted by City Council or, at City Council's direction, as formulated and implemented by the City Administrator, either existing or adopted.

1.12. The County Auditor of Greenville County shall levy an ad valorem tax on all taxable property owned and used in the City of Simpsonville, South Carolina, except such as may be exempt from taxation under the Constitution and laws of the state of South Carolina. The tax shall be collected and paid into the treasury of Greenville County for credit to the City of Simpsonville.

1.13. City Council reserves the right to amend and alter any appropriation contained herein.

1.14. Any transfer of funds, except as allowed for in this ordinance and except for transfers within a department's budget line items (provided the overall department's budget appropriations do not change) must be reported in the monthly Financial Report to City Council and must be approved by a majority vote of the City Council.

1.15. Expenditure of funds from the General Fund and other City funds, as outlined in the General Fund budget or other budget as approved by City Council, is hereby approved by the City Council and the City Administrator is authorized to expend funds in accordance therewith.

1.16. The annual budget documents and the estimated revenue for the payment of same is hereby adopted and is made a part of this Ordinance as fully as if incorporated herein.

1.17. The purchase of supplies and repairs must be in accordance with provisions of the City's Procurement Ordinance; however, the City Administrator is authorized to purchase used vehicles and equipment from scheduled surplus equipment sales sponsored by City, County, State and Federal government agencies, outside of the requirements of the Procurement Ordinance and procedures of the City of Simpsonville.

1.18. Fees collected by all offices of the City shall be remitted to the City Administrator or her designee for deposit for general City purposes.

1.19. The City Administrator is hereby directed to transfer that sum which represents 75% of the surplus funds, as determined by the annual audit, to the Capital improvement Fund.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES: All ordinances, order, resolutions and parts thereof in conflict herewith are, but only to the extent of such conflict, are hereby REPEALED and this Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3. PROVISION SEVERAGE: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The CITY COUNCIL hereby declares that it would have

passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 4. AUTHORIZATION: The Mayor, City Administrator, and the City Clerk, for and on behalf of the City, acting jointly or individually, are fully empowered and authorized to take such further action as may be reasonably necessary to effect the amendments authorized by this Ordinance in accordance with the conditions herein set forth.

SECTION 5. SAVINGS CLAUSE: Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding pending 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 this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. The CITY CLERK is hereby ordered and directed to cause this ordinance to be published according to law.

SECTION 7. EFFECTIVE DATE: This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after July 1, 2026, as set forth herein.

Done in meeting duly assembled this 9th day of June, 2026

SIGNATURE OF MAYOR:

Paul D. Shewmaker

ATTEST:

APPROVED AS TO FORM:

Justin Campbell
City Clerk

Daniel Hughes
City Attorney

FIRST READING: May 12, 2026
SECOND READING: June 9, 2026



SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM
Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Maria Tooley, Finance Director

Department: Finance/Administration

Date Submitted: 04/14/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

Resolution R-2026-11, FSA millage increase

Summary of Item/Purpose:

A resolution requesting from Greenville County Council a 5-mill increase for Greenville County property owners to restore equitable cost-sharing for fire service in the 21-square-mile unincorporated Fire Service Area served by the Simpsonville Fire Department

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes
- No

RESOLUTION NO. R-2026-11

A RESOLUTION REQUESTING GREENVILLE COUNTY COUNCIL TO INCREASE THE MILLAGE LIMITATION ESTABLISHED FOR THE SIMPSONVILLE FIRE SERVICE AREA CONSISTENT WITH STATE LAW LIMITS FOR OPERATIONS AND MAINTENANCE

WHEREAS, pursuant to Ordinance No. 4218, the County of Greenville and the City of Simpsonville executed an agreement for the City of Simpsonville Fire Department to provide fire service within the Simpsonville Fire Service Area (“FSA”); and,

WHEREAS, County Council is authorized by ordinance to annually levy ad valorem property tax millage for FSA operations and maintenance, and the City of Mauldin has requested that County Council increase the FSA’s operating service millage to support the continued growth and quality of service as well as help maintain the FSA’s current ISO rating.

WHEREAS, pursuant to the authority provided by S.C. Code §6-1-320, the City of Simpsonville is requesting a budget and millage increase of five (5.0) mills, which represents CPI and growth under the three-year look back provisions, thereby bringing the total millage for operations and funding of a capital improvement plan to 36.4 mills for the Simpsonville FSA; and,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the Simpsonville FSA requests that Greenville County Council approve the modification to the millage limitation authorized by state law.

Section 2. This Resolution shall take effect immediately upon adoption.

Adopted this ____ day of _____, 2026 in CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: _____
Paul Shewmaker, Mayor

ATTEST:

Ashley Clark, Municipal Clerk

APPROVED AS TO FORM:

Daniel Hughes, City Attorney



SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM
Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Charlene Carter

Department: Planning

Date Submitted: 04/17/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

Resolution R-2026-12, Relocation of Dr. L. L. Richardson statue

Summary of Item/Purpose:

Resolution R-2026-12, to relocate the statue of Dr. L. L. Richardson from its location at North Main and West College streets to approximately 34.739109, -82.250943, i.e. circular pad between Council Chambers and East Curtis Street

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes No

RESOLUTION NO. R-2026-12

**A RESOLUTION AUTHORIZING THE USE OF CITY-OWNED PROPERTY LOCATED
AT 425 E. CURTIS ST. FOR RELOCATION AND INSTALLATION OF THE DR.
LAWERENCE LAFAYETTE RICHARDSON STATUE**

WHEREAS, The City of Simpsonville, SC recognizes Dr. Lawerence Lafayette Richardson (July 23, 1867- August 9, 1958) for his decades of service and leadership in Simpsonville.

WHEREAS, Dr. Richardson served the community as Mayor for the Town of Simpsonville from 1917-1923 and 1928-1958; physician in Simpsonville for 64 years; and Chairman of Simpsonville School Board for 20 years.

WHEREAS, in recognition of Dr. Richardson's accomplishments and service to the City, the City wishes to relocate and permanently display the 2002 family-commissioned statue to Gracely Park to be prominently displayed outside in front of The Ellipse, i.e. Council Chambers, and East Curtis Street.

WHEREAS, The City has received verbal support for the new location from Dr. Richardson's family.

NOW, THEREFORE BE IT RESOLVED, Simpsonville City Council, does hereby authorize the use of City-owned property located at 425 E. Curtis St. for the installation of Dr. Lawerence Lafayette Richardson statue.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: _____

Paul Shewmaker, Mayor

ATTEST:

Ashley Clark, Municipal Clerk

APPROVED AS TO FORM:

Daniel Hughes, City Attorney

EXHIBIT A

Lawrence Lafayette
Richardson, M.D.

July 23, 1867 - Aug. 9, 1958

Physician 64 Years,

Mayor Of Simpsonville 38 Years:
1917 - 1923; 1928 - 1958;

Chairman Simpsonville School Board 20 Years





SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM

Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Justin Campbell

Department: Administration

Date Submitted: 04/22/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

Resolution R-2026-13, to authorize Automatic Aid Agreements with neighboring fire departments and districts

Summary of Item/Purpose:

to authorize the City Administrator to execute Automatic Aid Agreements between the City of Simpsonville and neighboring fire departments and districts

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes
- No

RESOLUTION NO. R-2026-13

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
AUTOMATIC AID AGREEMENTS FOR FIRE RESPONSE SERVICES BETWEEN THE
CITY OF SIMPSONVILLE AND NEIGHBORING FIRE DEPARTMENTS AND
DISTRICTS**

WHEREAS, the City of Simpsonville is an incorporated municipality and political subdivision of the State of South Carolina; and,

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes municipalities and other political subdivisions to enter into agreements for the joint administration of functions and the sharing of resources; and,

WHEREAS, Section 6-11-1810 of the South Carolina Code of Laws authorizes municipalities, fire districts, and emergency service entities to provide mutual aid assistance to one another during emergency incidents; and,

WHEREAS, the City of Simpsonville Fire Department seeks to enhance public safety and emergency response effectiveness through coordinated automatic aid with neighboring jurisdictions; and,

WHEREAS, the City of Simpsonville has negotiated Automatic Aid Agreements attached hereto as Exhibit “A” with the following entities:

- Clear Spring Fire & Rescue
- City of Fountain Inn Fire Department
- City of Mauldin Fire Department
- South Greenville Fire District

WHEREAS, these agreements provide for coordinated emergency response, shared operational protocols, and improved response times without altering existing agreements or requiring reimbursement between parties.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Authorization. The City Administrator is hereby authorized to execute, on behalf of the City of Simpsonville, the Automatic Aid Agreements attached hereto as Exhibit “A” with the following fire departments and fire districts:

- Clear Spring Fire & Rescue
- City of Fountain Inn Fire Department
- City of Mauldin Fire Department
- South Greenville Fire District

Section 2. Severability. If any provision of this Resolution is held invalid, such invalidity shall not affect other provisions of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this ____ day of _____, 2026 in CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: _____

Paul Shewmaker, Mayor

ATTEST:

Ashley Clark, Municipal Clerk

APPROVED AS TO FORM:

Daniel Hughes, City Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

MEMORANDUM OF UNDERSTANDING
AND AUTOMATIC AID AGREEMENT

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into by and between the CITY OF SIMPSONVILLE, SOUTH CAROLINA (the “City”), for and on behalf of the City of Simpsonville Fire Department (the “SFD”), and CLEAR SPRING FIRE & RESCUE (the “CS FD”) (each a “Party” and collectively, the “Parties”), and shall be effective on the date that the Agreement has been signed by the last of the Parties hereto. Each party is responsible for any approval requirements of their respective governing bodies as may be required under the laws of the State of South Carolina.

WHEREAS, the City is an incorporated municipality and political subdivision of the State of South Carolina; and

WHEREAS, CS FD is a special purpose district established by Greenville County; and

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the City and the CS FD acknowledge that this Agreement is an intergovernmental agreement authorized under Article VIII, Section 13, of the South Carolina Constitution; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810 provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the Parties are dedicated to providing support to each other to improve the safety of their citizens and their firefighters; and

WHEREAS, “Automatic Aid” is defined herein as assistance that is automatically dispatched for emergency incidents occurring within the designated areas of the Parties’ respective jurisdictions; and

WHEREAS, the Parties desire to memorialize their understanding of Automatic Aid for emergency incidents that occur in the designated response areas of their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

I. Terms of Automatic Aid Dispatch.

A. It is expressly agreed and understood that the primary responsibility of the SFD and the CS FD is to provide emergency services within the geographical boundaries of their respective jurisdictions, with said geographical boundaries of each jurisdiction being defined within the CAD system utilized by the SFD and the CS FD Communications Center. Therefore, it is agreed that a Party whose assistance is requested shall be the sole judge as to whether or not it can respond to an emergency incident and to what extent it can comply with the request for assistance from the other Party.

B. This Agreement applies to all calls for service for reported or confirmed structure fires occurring or other calls for service related to emergencies (“emergency incidents”) within the designated areas of the SFD and the CS FD.

C. Each Party agrees to follow the following procedure for Automatic Aid:

1. Upon receiving a dispatch from a Communication Center/PSAP, the SFD and/or the CS FD will automatically respond to emergency incidents occurring in each fire department’s protection area.
2. The request for assistance shall include: (i) a description of the situation creating the need for assistance, (ii) the specific aid needed, (iii) the specific apparatus needed, and (iv) the location to which firefighters are to be dispatched. It is recommended that all the information listed above be delivered through the Computer Automatic Aid (CAD) and that the fire departments acknowledge their response with Mobile Data Terminals (MDT) if available.
3. All emergency incident operations will be conducted in accordance with 29 CFR §1910.134, Respiratory Protection Program, for personnel working in atmospheres that pose an immediate threat to life and health (IDLH).
4. All tactical units and personnel responding to a mutual dispatch emergency incident will operate in accordance with the Incident Command System prescribed by the U.S. Department of Homeland Security's National Incident Management System (NIMS). The use of 10-codes shall be prohibited. Good judgment for using “Plain Language” should prevail. Keep radio traffic to the minimum necessary to convey information. Radio traffic shall be clear and concise. Upon arrival at scene, the use of the Blue Card radio reporting template to convey the situation to incoming units is recommended. Incidents will be under the command of the first arriving officer on scene, regardless of jurisdiction, until command is assumed by an officer of appropriate rank from the jurisdiction in which the incident is located.
5. Units responding to emergency incidents must comply with the agreed upon standard operating guidelines (SOG) for structural firefighting, its SOG for incident management, and/or the Incident Commander's directions. A committee will be formed with equal representation from each Party to establish these SOGs.
6. Incident Commanders will use a personnel accountability system to monitor the location and assignment of personnel during emergency incident operations.
7. Only personnel trained according to NFPA 1001, Standard for Fire Fighter Professional Qualifications, Firefighter II, or an equivalent level will participate in emergency incidents when providing Automatic Aid.
8. All Automatic Aid apparatus will be staffed with a minimum of two (2) personnel meeting NFPA qualifications examples (NFPA 1001, NFPA 1002 and NFPA 1021).

D. Each Party shall bear its own costs and expenses in complying with this Agreement. The assisting Party shall not be reimbursed by the requesting Party for the use of its equipment and personnel.

For the avoidance of doubt, this Agreement shall in no manner affect the compensation, pension, or retirement rights of any responding personnel.

E. Each Party shall be responsible for its own equipment and personnel and further agrees to waive any and all claims it may have against the other Party for compensation of any loss, damage, personal injury, or death occurring as a result of any performance under the terms of this Agreement.

F. The Parties agree to participate in quarterly joint training exercises.

II. Apparatus and Personnel Staging. The Parties agree to use the following levels of staging:

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B. LEVEL I: Level I is located one or two blocks from the scene, where apparatuses are staged, but not committed to the emergency incident until given an assignment by the Incident Commander.

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B. The requesting Party shall be primarily responsible for responding to Freedom of Information (“FOIA”) requests relating to the emergency incident for which assistance has been requested. However, each Party shall maintain records as set forth above and assist the requesting Party in responding to FOIA requests in a timely manner and without cost.

IV. Terms of the Agreement.

A. Term; Termination. This Agreement shall continue in effect for three years, unless earlier terminated by the Parties hereto as provided herein. Any renewal of this Agreement shall be accomplished only by legislative act of equal dignity.

B. Termination. Each Party shall have the right to terminate this Agreement upon 90 days’ prior written notice to the other Party. Such notice shall be effective upon receipt by the other Party.

C. Entire Agreement; Amendments. This Agreement represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any existing agreements, written or otherwise, among the Parties concerning the subject matter of Automatic Aid. This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of each of the Parties to this Agreement.

D. Other Agreements. THIS AGREEMENT DOES NOT ALTER, IN ANY WAY, EXISTING AGREEMENTS WITH OTHER AGENCIES.

E. Assignment. This Agreement may not be assigned by either Party hereto without the express written consent of the other Party. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

F. Employment Status. Nothing herein shall be construed or interpreted to imply that the firefighters responding in accordance with this Agreement shall be the employees of the fire agency requesting such assistance.

G. Insurance. Each Party shall maintain suitable insurance coverage for general liability, automobile liability, workers' compensation for the benefit of their own employees, and other such coverage as may be required by law or deemed advisable by individual Parties.

H. No Indemnification or Third-Party Rights. To the extent provided by law, the Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits, or damages that arise from the activities of their employees, officers, and officials under this Agreement. No right of indemnification is created by this Agreement, and the Parties expressly disclaim such right. This Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this Agreement.

I. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties hereto have executed this Agreement as of the dates set forth below.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

Tee Coker
City Administrator
Date: _____

CLEAR SPRING FIRE & RESCUE

Name:
Title:
Date: _____

Approved as to form:

Daniel R. Hughes, City Attorney

Reviewed:

Simpsonville Fire Chief

Reviewed:

Clear Spring Fire & Rescue Fire Chief

requested shall be the sole judge as to whether or not it can respond to an emergency incident and to what extent it can comply with the request for assistance from the other Party.

B. This Agreement applies to all calls for service for reported or confirmed structure fires occurring or other calls for service related to emergencies (“emergency incidents”) within the designated areas of the SFD and the SGFD.

C. Each Party agrees to follow the following procedure for Automatic Aid:

1. Upon receiving a dispatch from a Communication Center/PSAP, the SFD and/or the SGFD will automatically respond to emergency incidents occurring in each fire department’s protection area.
2. The request for assistance shall include: (i) a description of the situation creating the need for assistance, (ii) the specific aid needed, (iii) the specific apparatus needed, and (iv) the location to which firefighters are to be dispatched. It is recommended that all the information listed above be delivered through the Computer Automatic Aid (CAD) and that the fire departments acknowledge their response with Mobile Data Terminals (MDT) if available.
3. All emergency incident operations will be conducted in accordance with 29 CFR §1910.134, Respiratory Protection Program, for personnel working in atmospheres that pose an immediate threat to life and health (IDLH).
4. All tactical units and personnel responding to a mutual dispatch emergency incident will operate in accordance with the Incident Command System prescribed by the U.S. Department of Homeland Security's National Incident Management System (NIMS). The use of 10-codes shall be prohibited. Good judgment for using “Plain Language” should prevail. Keep radio traffic to the minimum necessary to convey information. Radio traffic shall be clear and concise. Upon arrival at scene, the use of the Blue Card radio reporting template to convey the situation to incoming units is recommended. Incidents will be under the command of the first arriving officer on scene, regardless of jurisdiction, until command is assumed by an officer of appropriate rank from the jurisdiction in which the incident is located.
5. Units responding to emergency incidents must comply with the agreed upon standard operating guidelines (SOG) for structural firefighting, its SOG for incident management, and/or the Incident Commander's directions. A committee will be formed with equal representation from each Party to establish these SOGs.
6. Incident Commanders will use a personnel accountability system to monitor the location and assignment of personnel during emergency incident operations.
7. Only personnel trained according to NFPA 1001, Standard for Fire Fighter Professional Qualifications, Firefighter II, or an equivalent level will participate in emergency incidents when providing Automatic Aid.
8. All Automatic Aid apparatus will be staffed with a minimum of two (2) personnel meeting NFPA qualifications examples (NFPA 1001, NFPA 1002 and NFPA 1021).

D. Each Party shall bear its own costs and expenses in complying with this Agreement. The assisting Party shall not be reimbursed by the requesting Party for the use of its equipment and personnel. For the avoidance of doubt, this Agreement shall in no manner affect the compensation, pension, or retirement rights of any responding personnel.

E. Each Party shall be responsible for its own equipment and personnel and further agrees to waive any and all claims it may have against the other Party for compensation of any loss, damage, personal injury, or death occurring as a result of any performance under the terms of this Agreement.

F. The Parties agree to participate in quarterly joint training exercises.

II. Apparatus and Personnel Staging. The Parties agree to use the following levels of staging:

A. ON SCENE: Staging area for personnel will be designated by the Incident Commander. All personnel arriving at the scene shall report to staging and check in for accountability.

B. LEVEL I: Level I is located one or two blocks from the scene, where apparatuses are staged, but not committed to the emergency incident until given an assignment by the Incident Commander.

C. LEVEL II: For large emergency incidents where command desires to maintain a reserve of apparatuses and manpower close to the scene, respond and standby at the pre-determined, designated staging area and await assignment by the Staging Area Manager.

III. Recordkeeping.

A. The requesting Party shall be primarily responsible for maintaining records relating to the emergency incident for which Automatic Aid has been requested. However, each Party shall maintain records of activities of its personnel that it would otherwise generate within its own jurisdiction including, but not limited to, incident reports. Each Party shall make these records available to the other Party upon request and without cost.

B. The requesting Party shall be primarily responsible for responding to Freedom of Information (“FOIA”) requests relating to the emergency incident for which assistance has been requested. However, each Party shall maintain records as set forth above and assist the requesting Party in responding to FOIA requests in a timely manner and without cost.

IV. Terms of the Agreement.

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B. Termination. Each Party shall have the right to terminate this Agreement upon 90 days’ prior written notice to the other Party. Such notice shall be effective upon receipt by the other Party.

C. Entire Agreement; Amendments. This Agreement represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any existing agreements, written or otherwise, among the Parties concerning the subject matter of Automatic Aid. This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of each of the Parties to this Agreement.

D. Other Agreements. THIS AGREEMENT DOES NOT ALTER, IN ANY WAY, EXISTING AGREEMENTS WITH OTHER AGENCIES.

E. Assignment. This Agreement may not be assigned by either Party hereto without the express written consent of the other Party. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

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I. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties hereto have executed this Agreement as of the dates set forth below.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

Tee Coker
City Administrator
Date: _____

SOUTH GREENVILLE FIRE DISTRICT

Name:
Title:
Date: _____

Approved as to form:

Daniel R. Hughes, City Attorney

Reviewed:

Simpsonville Fire Chief

Reviewed:

South Greenville Fire Chief

that a Party whose assistance is requested shall be the sole judge as to whether or not it can respond to an emergency incident and to what extent it can comply with the request for assistance from the other Party.

B. This Agreement applies to all calls for service for reported or confirmed structure fires occurring or other calls for service related to emergencies (“emergency incidents”) within the designated areas of the SFD and the MFD.

C. Each Party agrees to follow the following procedure for Automatic Aid:

1. Upon receiving a dispatch from a Communication Center/PSAP, the SFD and/or the MFD will automatically respond to emergency incidents occurring in each fire department’s protection area.
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4. All tactical units and personnel responding to a mutual dispatch emergency incident will operate in accordance with the Incident Command System prescribed by the U.S. Department of Homeland Security's National Incident Management System (NIMS). The use of 10-codes shall be prohibited. Good judgment for using “Plain Language” should prevail. Keep radio traffic to the minimum necessary to convey information. Radio traffic shall be clear and concise. Upon arrival at scene, the use of the Blue Card radio reporting template to convey the situation to incoming units is recommended. Incidents will be under the command of the first arriving officer on scene, regardless of jurisdiction, until command is assumed by an officer of appropriate rank from the jurisdiction in which the incident is located.
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[Signature page follows]

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CITY OF SIMPSONVILLE, SOUTH CAROLINA

Tee Coker
City Administrator
Date: _____

CITY OF MAULDIN, SOUTH CAROLINA

Seth Duncan
City Administrator
Date: _____

Approved as to form:

Daniel R. Hughes, City Attorney

Reviewed:

Simpsonville Fire Chief

Reviewed:

Mauldin Fire Chief

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I. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties hereto have executed this Agreement as of the dates set forth below.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

Tee Coker
City Administrator
Date: _____

CITY OF FOUNTAIN INN, SOUTH CAROLINA

Shawn Bell
City Administrator
Date: _____

Approved as to form:

Daniel R. Hughes, City Attorney

Reviewed:

Simpsonville Fire Chief

Reviewed:

Fountain Inn Fire Chief



SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM
Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Charlene Carter

Department: Planning

Date Submitted: 04/22/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

Modification to fiber franchise agreement to limit the number of providers

Summary of Item/Purpose:

The purpose of the item is for discussion about and in response to the excessive number of permits pulled, citizen complaints, and disruptions to infrastructure. A modification of the previously adopted fiber franchise agreement might be to limit the number of fiber permits approved for a designated area, such as a neighborhood, e.g. no more than 3 (three) providers can install fiber in specified neighborhood/s or community/communities

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes No

**CITY OF SIMPSONVILLE, SOUTH CAROLINA FRANCHISE
AGREEMENT WITH [_____]**

This Franchise Agreement (hereinafter "Agreement") is made and entered into as of this [] day of [] 2025 ("Effective Date"), by and between the CITY OF SIMPSONVILLE, a South Carolina municipal corporation (hereinafter "City" or "Grantor") and [], a South Carolina limited liability company, (hereinafter "[]" or "GRANTEE"), having its principal office at [].

WHEREAS, GRANTEE is a [] duly organized and existing under the laws of South Carolina; and,

WHEREAS, GRANTEE desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the City; and,

WHEREAS, pursuant to Title V, Chapter 7, Section 30 of the South Carolina Code, and Title LVIII, Chapter 9, Section 2230 of the South Carolina Code, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and,

WHEREAS, [] holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

WHEREAS, the City is agreeable to allowing GRANTEE to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and GRANTEE agree as follows:

Section 1. Grant of Authority. (a) Subject to the terms of this Agreement, the City hereby grants to GRANTEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the public streets and public rights-of-way in the City. GRANTEE shall be solely responsible for obtaining any required consents from State agencies or private parties to the

extent that its operations affect State or private property.

(b) GRANTEE acknowledges that this grant of authority is for the benefit of GRANTEE only, and that GRANTEE is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of this Agreement.

(c) GRANTEE acknowledges that, to the extent allowed by State and Federal law, the City has the authority to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. GRANTEE agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

(d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the City to use the public streets and public rights-of-way occupied by GRANTEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way.

(e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

Section 2. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person or entity.

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522 and shall be synonymous with the term "cable television service."

"City" means the City of Simpsonville, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

"City Attorney" means the City Attorney or his designee.

"City Council" means the City Council of the City of Simpsonville.

"City Engineer" means the City Engineer or his designee.

"City Administrator" means the City Administrator or his designee.

"City Property" means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

"Duct" means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by GRANTEE in the public streets or rights-of-way of the City used or useful for the transmission of telecommunications services.

"GRANTEE" or *"[]"* means [], LLC.

"Grantor" means the City of Simpsonville.

"Public streets and public rights-of-way" or *"public ways"* include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest or authority to grant a

franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

“Public works project or public improvements” include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

“Telecommunications facilities” means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by GRANTEE to provide telecommunications service.

“Telecommunications service” means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty years, commencing on the Effective Date (“Initial Term”). Unless either party gives ninety (90) days written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional ten (10) year terms, for a maximum of fifty (50) years (each a “Renewal Term”); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days’ written notice prior to the end of a Renewal Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, GRANTEE shall be prohibited from further access to the public rights-of-way in the City.

Section 4. Compliance With Applicable Law. GRANTEE shall at all times during the term of this Agreement, including any renewal period, comply with all applicable federal, state, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 5. Construction; Location or Relocation of Facilities. All GRANTEE facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.

5.1. Grantee shall place telecommunication facilities underground when commercially reasonable and subject to the rights and obligations set forth in Sections 5.8 and 5.9 below. Commercially reasonable means, with respect to any action required to be made, attempted or taken by GRANTEE under this Section 5.1, the level of effort in light of the facts known to GRANTEE at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action without a material increase in costs incurred by GRANTEE; (b) is consistent with industry practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

5.2 Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall also install its telecommunications facilities underground.

5.3. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall relocate its facilities underground within a reasonable amount of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

5.4. GRANTEE shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and GRANTEE from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

5.5. In the performance and exercise of its rights and obligations under this Agreement, GRANTEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the City.

5.6. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public improvements. If any facilities of GRANTEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after written notice by the City (or such other period of time set forth in Section 5.7 or as may be agreed upon in writing by the City and GRANTEE), GRANTEE shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Administrator or City Engineer. If GRANTEE fails to so protect, alter, remove, or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of GRANTEE without any liability to City, and GRANTEE shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation. GRANTEE shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of GRANTEE's failure to comply with the City's request to protect, alter or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination.

5.7. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The City will endeavor to provide prior notice to GRANTEE of such emergencies which may impact its telecommunications facilities. If City is unable to provide prior notice of the life-threatening emergency as described above, City shall notify GRANTEE within twenty-four (24) hours of the occurrence of such emergency.

5.8. The facilities of GRANTEE shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. GRANTEE shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City.

5.9. The City shall have the right to specifically designate the location of the facilities of GRANTEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and

public and private property. Failure by the City to designate the location of GRANTEE's facilities shall not relieve GRANTEE of its responsibilities in matters of public safety, as provided in this Agreement.

5.10. Except in the cases of emergencies, GRANTEE shall not move, alter, change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Administrator and permission in writing to do so is granted, or such requirement is waived, by the City Administrator. The City Administrator shall either approve or deny GRANTEE's request to relocate its facilities within five (5) days of receipt of GRANTEE's request. Such permission shall not be unreasonably withheld by the City Administrator City Administrator and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by GRANTEE shall also be coordinated with the City's annual paving program through the Office of the City Engineer.

5.11. GRANTEE shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. GRANTEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by GRANTEE, GRANTEE shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present.

5.12. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, GRANTEE shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. GRANTEE shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to GRANTEE's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair,

replace, and restore in kind, the said damaged property at its sole expense. Upon failure of GRANTEE to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from GRANTEE, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

5.13. Neither GRANTEE, nor any person acting on GRANTEE's behalf, shall take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable it to install or repair its telecommunications system, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.14. In the event of an unexpected repair or emergency, GRANTEE may commence such repair and emergency response work as required under the circumstances, provided GRANTEE shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

5.15. GRANTEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

5.16. GRANTEE shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.17. GRANTEE shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. GRANTEE shall furnish detailed plans of the work and other required information prior to issuance of a permit. GRANTEE shall comply with all applicable ordinances and permitting requirements.

A single permit may be issued for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a

permit, GRANTEE shall make a report of each such excavation to the City within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay GRANTEE in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

5.18. (a) Promptly after installation, repair or extension of the telecommunications system or any portion thereof or any pavement cut by GRANTEE in any public way of the City, the incidental trenches or excavations shall be refilled by GRANTEE in a manner acceptable to the City Administrator. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by GRANTEE at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, GRANTEE shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then GRANTEE at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, GRANTEE shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. GRANTEE shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by GRANTEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by GRANTEE.

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City.

5.19. (a) GRANTEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by GRANTEE in the installation, operation, maintenance, or extension of GRANTEE's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed,

repaired, or corrected by GRANTEE after thirty (30) days' notice to do so, given by the City to GRANTEE, may be removed or corrected by the City, and the cost thereof shall be charged against GRANTEE and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of GRANTEE telecommunications system shall be borne by GRANTEE and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by GRANTEE to the City.

(b) If weather or other conditions do not permit the complete restoration required by this Section, GRANTEE shall temporarily restore the affected property. Such temporary restoration shall be at GRANTEE's sole expense and GRANTEE shall only be required to make reasonable, temporary restorations based on the conditions. GRANTEE shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(c) GRANTEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.20. Except in the case of the City's negligence or intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of GRANTEE's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.21. GRANTEE shall cooperate with the City in coordinating its construction activities as follows:

(a) GRANTEE shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, GRANTEE shall meet with the City and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. GRANTEE shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way. GRANTEE shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

Section 6. Mapping. (a) GRANTEE shall maintain an accurate map of its telecommunications facilities in the City. GRANTEE shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. GRANTEE shall, upon request, provide updated maps annually of telecommunications facilities in the City.

(b) If any of the requested information of GRANTEE in this Agreement is considered proprietary, confidential, or a trade secret, GRANTEE will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this franchise, GRANTEE shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to GRANTEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, GRANTEE will pay for the cost of making the mapping compatible.

(c) Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after GRANTEE provides the City with its proposed plans for the Telecommunications facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by GRANTEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for GRANTEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications

facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of GRANTEE, the City will cooperate in good faith with GRANTEE to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for GRANTEE. GRANTEE shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

Section 7. Insurance Requirements. At all times during the term of this Agreement and any renewal period, GRANTEE shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A- VII by A.M. Best Co.

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that GRANTEE may meet the policy limit in this section by combination of GRANTEE's General Commercial Liability Policy and GRANTEE's Umbrella or Excess Liability Policy.

(b) *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of GRANTEE set forth in this Agreement.

(c) *Workers' Compensation.* Workers' Compensation insurance covering GRANTEE's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

(d) *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this

Agreement.

(e) *Pollution Liability Insurance.* GRANTEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, GRANTEE shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. GRANTEE shall obtain a written obligation on the part of each insurance company to notify GRANTEE at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from GRANTEE's insurance company, GRANTEE will immediately notify the City of any of the required coverages that are not replaced.

Section 8. Surety.

(a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by GRANTEE, GRANTEE shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Fifty Thousand Dollars (\$50,000) securing its faithful performance of the terms and conditions of this Agreement. GRANTEE shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by GRANTEE of this Agreement.

The bond shall guarantee GRANTEE's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of

the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by GRANTEE of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of GRANTEE under this Agreement and all other payments due the City from GRANTEE pursuant to this Agreement.

(b) Whenever the City determines that GRANTEE has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to GRANTEE. The written notice shall describe in reasonable detail the violation so as to afford GRANTEE an opportunity to remedy the violation. GRANTEE shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a martial default under this Agreement.

(c) Such bond shall be in addition to any performance, defect bond, or other surety required by the City in connection with the issuance of any construction or any successor ordinance.

Section 9. Indemnification. GRANTEE agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by GRANTEE of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees and agents. In addition, GRANTEE shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees or agents.

The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. Although the City cannot, by law, hold

harmless and indemnify any contracting party, subject to the application of the aforementioned laws and to the limits of its insurance, the City agrees that GRANTEE shall not be liable from and against all claims, liabilities, penalties, fines, costs, damages, losses, causes of action, suits, demands, judgements and expenses (including, court costs and attorney's fees) of any nature, kind or description of any acts of negligence by the City, or its employees and agents, related to the City's breach of the terms and conditions of this Agreement.

Section 10. Hazardous Substances. In its performance of this Agreement, GRANTEE shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event GRANTEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the City's acquiescence, GRANTEE shall indemnify and hold the City, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from GRANTEE's violation of this section and agrees to reimburse City for all costs and expenses incurred by the City in eliminating or remedying such violations. GRANTEE also agrees to reimburse the City and hold the City, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of GRANTEE's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 6901, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*), as amended, and the Toxic Substances Control Act (15 U.S.C. 2601, *et seq.*), as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

Section 11. Fees

(a) In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with Applicable Law and ordinances, GRANTEE shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. GRANTEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the Applicable Law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers presently contained in said statute shall be removed or modified, the City will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such Applicable Law as may then govern; GRANTEE will be free to challenge any fee structure not in compliance with Applicable Law.

(b) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, GRANTEE shall pay to the City a franchise fee in the amount of \$1,000.00 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to City on or before the effective date, and thereafter on January 2 of each calendar year this Agreement remains in effect.

(c) Interest will be charged on any late payment at the maximum rate permitted under state law, or if there is no such rate, the interest will be 1.5% per month a payment is late.

Section 12. General provisions.

(a) *Authority.* GRANTEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

(b) *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or GRANTEE may have, at law or in equity,

for enforcement of this Agreement.

(c) *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d) *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Controlling law and venue.* By virtue of entering into this Agreement, GRANTEE agrees and submits itself to a court of competent jurisdiction in the City, South Carolina or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Nondiscrimination.* During the performance of this Agreement, GRANTEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. GRANTEE, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, will state that GRANTEE is an equal opportunity employer. Notices, advertisements, and solicitations

placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(i) *Notices.* (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

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

With a Copy to: Daniel R. Hughes, City Attorney
 P.O. Box 449
 Greer, SC 29652

To GRANTEE: []

With a Copy to: []

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

(j) *Assignment.* GRANTEE may assign or transfer this Agreement or any interest therein with the City’s written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by GRANTEE without City’s written consent to any entity that purchases substantially all of the assets or ownership interests of the GRANTEE; any entity that results from a merger, consolidation, or restructuring of the GRANTEE; or, any entity that assumes control of the GRANTEE. Upon such assignment by [], the successor entity assuming the Agreement shall execute a written document that the successor entity shall fully perform the obligations of [] under this Agreement and shall be entitled to all of []’s rights herein (“Assignment and Assumption Agreement”). [] shall provide City with a copy of the executed Assignment and Assumption Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

[]

By: _____

Name: _____

Title: _____

State of _____
City/County of _____,

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, of [_____], a South Carolina company.

Notary Public

My commission expires: _____
My registration number: _____

CITY OF SIMPSONVILLE
a South Carolina municipal corporation

By: _____
City Administrator /Authorized
Designee of the City Administrator

(SEAL)

ATTEST: _____
_____, City Clerk

STATE OF SOUTH CAROLINA
CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, City Administrator /Authorized Designee of the City Administrator of the City of _____, on its behalf. He/She is personally known to me.

Notary Public

My commission expires: _____
My registration number: _____

Approved as to Content:

Finance Department

Approved as to Legal Sufficiency:

City Attorney's Office



SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM

Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Jon Derby

Department: Planning

Date Submitted: 04/22/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

A. Addendum to amend language in the Burdette North Development Agreement

Summary of Item/Purpose:

Amend language in Burdette North Development Agreement

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes No

AGENDA ITEM

To: City Council

Meeting Date: 4/28/2026

Agenda Item: Addendum to O-2025-05, Development Agreement for Burdett North Redevelopment

Subject: Addendum to the Development Agreement

Applicant/Owner: Blue Ridge Holdings, LLC

Attachments: Approved Ordinance Approved Development Agreement Discussion from Council Locations Maps Petitions Traffic Study Other: Addendum

Brief Description of Request

Council, before you are requests to amend the current Development Agreement to allow for more flexibility pertaining to the site expansions and construction timelines.

Summary of request:

- **Proposal for City/Developer Cooperation for parking Structure** — If acquisition occurs with the Credit Union property, it is requested that the developer and the City participate in a joint parking structure.
(Paragraph 3, of Development Agreement)
- **Updated Construction Schedule** — The commencing of construction for the Mixed-use development (Burdette North) will be determined once a practical completion date is determined for the Streetscape Project; this current construction schedule benchmarks will be amended once a date is determined.
(Paragraph 5A, of Development Agreement)
- **Temporary Use of Site** — A viable option to provide logistical support to ensure a more convenient and timely completion of the streetscape project, it is being requested to use the current site (Old City Hall) as a laydown yard for equipment/materials.
(Paragraph 35, of Development Agreement)

Section 1. Paragraph 3 of the Agreement is deleted in its entirety and replaced with the following:

3. Expansion of Developer Property. Developer is attempting to acquire, lease or otherwise control some or all of the property currently owned by Secured Advantage Credit Union being more particularly described on Exhibit C attached hereto and made a part hereof (the “Credit Union Property”), to be utilized as part of the Project. In the event that Developer is able to accomplish the same, the portion of the Credit Union Property, Developer either acquires or leases shall become part of the Developer Property. The Parties shall thereafter amend this Agreement to include the Credit Union Property as part of the Developer Property. Furthermore, upon acquisition of the Credit Union Property, Developer and the City agree to cooperate in the development of a municipal parking structure on either the Credit Union Property or other property currently owned by the Developer.

Section 2. Paragraph 5 (A) of the Agreement is deleted in its entirety and replaced with the following:

A. Development on Developer Property. ~~Developer shall acquire the City Property from the City subject to the terms of the PSA.~~ Developer shall design, develop, construct, furnish, and do all other things necessary to redevelop, construct and operate on the Developer Property (i) up to one hundred twenty five (125) apartment units with related amenities for tenants of the apartments, (ii) up to 25,000 square feet of retail, restaurant or office space; and (iii) a surface parking lot with parking to accommodate the development with vehicular and pedestrian access to and from all improvements (collectively the “Project” or “Burdette North District Redevelopment”) in compliance ~~with all requirements set forth in Section 4.5 of the Simpsonville Zoning Ordinance~~ the approved Concept Plan/Statement of Intent, and DO-TC 2.12, Design Overlay-Town Center District, as preliminarily illustrated in the drawing attached hereto as Exhibit D (the “Project Facilities”) and as will be fully described on the Master Site Plan approved by Council as part of the Rezoning^{1 2}. The Developer Project shall commence the Project, including site demolition and grading (“Construction Commencement Date”) be constructed according to the Construction Schedule attached hereto as Exhibit E (the “Construction Schedule”), which shall be determined based upon an estimated completion date of the streetscape project. As soon as practicable after obtaining an estimated timeline for completion of the streetscape project, the Developer and the City shall agree upon a Construction Schedule, the terms of which shall be incorporated herein as Exhibit “E.” may be adjusted based upon the Construction Commencement Date defined below. Developer shall use its reasonable best efforts to achieve substantial completion of the Project within two (2) years after completion of the streetscape project. ~~by June 30, 2028.~~ For purposes of this Agreement, “substantial completion” means that the buildings and improvements for the Project Facilities are sufficiently complete so that it can be utilized for their intended use. ~~Developer shall commence site demolition, grading (“Demolition Date”), and construction after it acquires the City Property pursuant to the PSA and or as soon as reasonably possible upon receipt of applicable permits and approvals after Developer acquires the City~~

¹ Exhibit “D” shows two (2) preliminary plans showing the Project with and without the Developer’s acquisition of the property identified on Exhibit “C” hereto. Exhibit “D” constitutes the Developer’s Concept Plan under Sect. 2.11.4 of the Zoning Ordinance.

² The Developer must prepare a Master Site Plan according to the requirements and criteria of Sect. 2.11.4, which shall conform to the Concept Plan. Council’s review of the Master Plan is limited to ensuring the Concept Plan complies with the Master Site Plan and any other detail that is required by Sect. 2.11.4.

~~Property from the City (“Construction Commencement Date”).~~ The Construction Commencement Date and the dates provided on the Construction Schedule to be made part of this Agreement are each a “Benchmark Date” and Developer’s failure to comply with the same is enforceable against the Developer as set forth in Section 6(F) hereof.

Section 3. The Agreement is amended to add Paragraph 35 as follows:

35. Laydown Area during Streetscape Project

Notwithstanding any other provision of this Agreement to the contrary, including restrictions imposed by zoning, the Parties agree that the Property may be used as a laydown yard during the streetscape project, only.

Section 4. The Recitals set forth above are incorporated herein as if set forth verbatim.

Section 5. All other terms of the Agreement shall remain the same where not inconsistent with the amendments made herein.

IN WITNESS WHEREOF the parties have hereunto set their hands and affix their seals on the document this ____ day of _____, 2026.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

By _____
Paul Shewmaker, Mayor

[Seal]

ATTEST:

Ashley Clark, Municipal Clerk

Date of Execution: _____, 2026

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

WHEREFORE by its signature, Developer binds itself and its successors in interest as of the effective date provided in this Agreement's preamble.

BLUE RIDGE LAND HOLDINGS, LLC

By: _____
John T. Pazdan, Member

Date of Execution: _____, 2026

**DEVELOPMENT AGREEMENT FOR BURDETTE NORTH DISTRICT
REDEVELOPMENT PROJECT**

THIS DEVELOPMENT AGREEMENT FOR BURDETTE NORTH DISTRICT REDEVELOPMENT PROJECT (the "Agreement") is effective _____, 2025 ("Effective Date"), between **CITY OF SIMPSONVILLE, SOUTH CAROLINA**, a body corporate and politic (the "City") of the State of South Carolina, and **BLUE RIDGE LAND HOLDINGS, LLC**, a South Carolina limited liability company ("Developer"). City and Developer are each a "Party," and collectively, the "Parties."

RECITALS:

WHEREAS, the Parties entered into a Purchase and Sale Agreement effective as of August 20, 2021, as amended by (i) Amendment to Purchase and Sale Agreement dated April 25, 2023, (ii) Second Amendment to Purchase and Sale Agreement dated November 21, 2024, (iii) Third Amendment to Purchase and Sale Agreement dated December 31, 2024, and (iv) Fourth Amendment to Purchase and Sale Agreement dated April 22, 2025 (the "PSA") whereby the Developer will purchase certain property from the City identified on Exhibit A attached hereto and made a part hereof (the "City Property") from the City; and,

WHEREAS, Developer is the owner of that certain property adjacent to the City Property being more particularly described on Exhibit B attached hereto and made a part hereof (the "Former Bank Property", and together with the City Property, the "Developer Property"); and,

WHEREAS, the Parties intend to cooperate to redevelop parcels of land more particularly described herein in the City of Simpsonville to create a privately-owned mixed-use development as set forth below; and,

WHEREAS, the Parties intend for the Burdette North District Redevelopment (defined in Section 5A below) to (i) create capital investment and full-time employment in the City's municipal limits, (ii) maximize public benefit and minimize public investment, (iii) provide business-urban district housing, provide for additional public benefit, (iv) respect existing City fabric such as height limits, historic buildings, design aesthetics, etc., and (v) provide for establishment of integrated site plans, urban design elements, land uses, architecture, site engineering, and landscape architecture, all while respecting the Simpsonville Comprehensive Plan: 2040 as it relates to land use; and,

WHEREAS, in exchange for providing these benefits to the City, Developer desires to receive the assurance that it may proceed with the development of the Developer Property (defined below) in accordance with and subject to any and all existing City development regulations and conditions of approval of the City as they exist on the effective date of the Rezoning (defined in Section 2 below), subject to the terms, conditions, and exceptions contained herein and subject to periodic potential amendments to this Agreement made in accordance with this Agreement.

WHEREAS, Developer intends to develop the improvements set forth below on the Developer Property pursuant to a rezoning of the Developer Property to the Innovative Development District designation (See Section 2.11 of the City of Simpsonville Zoning Ordinance "Zoning Ordinance"), which requires, among other things, City approval of a concept plan and master site plan pursuant to the terms of Section 2.11, the terms and conditions of which are incorporated herein as if set forth fully.

NOW, THEREFORE, in consideration and mutual dependence on the factual representations

contained in this Agreement, the Recitals set forth hereinabove, each Party's expending funds to complete their respective portions of the Development, and in reliance on each Party's exchange of promises as contained in this Agreement, the Parties agree as follows:

1. **City's Approval of Agreement:** The terms and conditions of this Agreement have undergone extensive review by City Council (the "Council") and Council has determined this Agreement to be fair, just, reasonable, and in the best interests of the City. After careful review and deliberation, the Council has determined and concluded that the Agreement meets the goals and needs of the City and complies with all statutory requirements.

On July 8, 2025, the Council considered and approved this Agreement by ordinance and authorized the City's execution of the same. The approval of this Agreement constitutes a legislative act of the Council.

2. **Rezoning of Developer Property.** In order for Developer to undertake the Project, City and Developer acknowledge the Developer Property must be rezoned from its current Business Urban zoning classification to the Innovative Development District (ID) zoning classification (the "Rezoning") as set forth under Section 2.11 of the City's zoning ordinance (the "Zoning Ordinance") in effect as of the Effective Date. The terms of Section 2.11 of the Zoning Ordinance are hereby incorporated into the terms of this Agreement. To effectuate such Rezoning, Developer agrees to submit appropriate and applicable documentation to request the Rezoning of the Property as soon as reasonably possible upon receipt of the fully effective Agreement. City agrees to use its reasonable best efforts to assist Developer in obtaining the Rezoning. This Agreement shall terminate automatically in the event the Rezoning of the Developer Property is not obtained. In the event Developer does not obtain the Rezoning of the Property, Developer shall have the right in its complete and sole discretion to either (i) terminate the PSA by delivery of written notice to City prior to the Closing Date set forth in the PSA, or (ii) waive such right and complete the acquisition of the City Property.

3. **Expansion of Developer Property.** Developer is attempting to acquire, lease or otherwise control some or all of the property currently owned by Secured Advantage Credit Union being more particularly described on Exhibit C attached hereto and made a part hereof (the "Credit Union Property"), to be utilized as part of the Project. In the event that Developer is able to accomplish the same, the portion of the Credit Union Property, Developer either acquires or leases shall become part of the Developer Property. The Parties shall thereafter amend this Agreement to include the Credit Union Property as part of the Developer Property.

4. **SC Mill Tax Credits.** Developer may elect to undertake appropriate actions with Greenville County in order to request and obtain a satisfactory resolution and a subsequent ordinance confirming that tax credits under the South Carolina Textiles Communities Revitalization Act, Section 12-67-140, et. seq., of the South Carolina Codes of Laws (the "Mill Tax Credits"), shall be applicable and available with respect to all or a portion of the Developer Property. City agrees to use its reasonable best efforts to assist Developer in obtaining the Mill Tax Credits.

5. **Developer Commitments and Benefits.**

A. **Development on Developer Property.** Developer shall acquire the City Property from the City subject to the terms of the PSA. Developer shall design, develop, construct, furnish, and do all other things necessary to redevelop, construct and operate on the Developer Property (i) up to one hundred twenty five (125) apartment units with related amenities for tenants of the apartments, (ii) up to 25,000 square feet of retail, restaurant or office space; and (iii) a surface parking lot with parking to accommodate the development with vehicular and pedestrian access to and from all improvements (collectively the "Project")

or "Burdette North District Redevelopment") in compliance with all requirements set forth in Section 4.5 of the Simpsonville Zoning Ordinance, the approved Concept Plan/Statement of Intent, and DO-TC 2.12, Design Overlay-Town Center District, as preliminarily illustrated in the drawing attached hereto as Exhibit D (the "Project Facilities") and as will be fully described on the Master Site Plan approved by Council as part of the Rezoning. The Project shall be constructed according to the Construction Schedule attached hereto as Exhibit E (the "Construction Schedule"), which may be adjusted based upon the Construction Commencement Date defined below. Developer shall use its reasonable best efforts to achieve substantial completion of the Project by June 30, 2028. For purposes of this Agreement, "substantial completion" means that the buildings and improvements for the Project Facilities are sufficiently complete so that it can be utilized for their intended use. Developer shall commence site demolition, grading, and construction after it acquires the City Property pursuant to the PSA and as soon as reasonably possible upon receipt of applicable permits and approvals after Developer acquires the City Property from the City ("Construction Commencement Date"). The Construction Commencement Date and the dates provided on the Construction Schedule are each a "Benchmark Date" and Developer's failure to comply with the same is enforceable against the Developer as set forth in Section 6(F) hereof.

B. Design Considerations. At a minimum, Developer shall design all improvements on the Developer Property in compliance with City's Building & Development Standards in the Zoning Ordinance, including Section 2.11 of the Zoning Ordinance, and must receive all required approvals by City's Department of Building & Development Standards prior to commencing each phase of construction. Developer shall submit the design of the buildings on the Developer Property to be approved by City Planning Staff subject to the plans approved by Council. Developer shall design and construct the Project Facility on Developer's Property of a scale and using materials to be complementary of public improvements and to be compatible with existing downtown buildings and other downtown development.

C. Compliance with Building, Zoning, and Environmental Laws. Subject to the Rezoning necessary in order for Developer to develop the Project Facilities as described in this Agreement, including without limitation, waiver of setback lines and height restrictions for the Developer Property, Developer shall construct and develop the Project Facilities according to all applicable federal, state, and local laws, rules, orders, ordinances, regulations, and legal requirements of all governmental entities, agencies, or instrumentalities relating to the development, use, or condition of Developer Property, including, without limitation, all building code, zoning requirements, and environmental regulations then in effect at the latter of the time applicable permits are issued and a certificate of occupancy is issued. At the completion of each phase or component of the Project Facilities, Developer shall ensure the use and operation of each phase or component of the Project Facilities is according to all applicable federal, state, and local laws, as amended for the Project Facilities. Developer shall (i) ensure construction is performed in a manner that does not cause any damage to existing land, or improvements and (ii) at City's option, promptly repair any damage that may occur.

D. General Construction Requirements. The Developer is responsible for the following items during all construction phases:

- a. Cleanliness to include entire worksite area (including, for example, dust control, garbage, construction debris, loose and blowing materials);
- b. Damage to existing on-site utilities, including, for example, water, sewer, storm water, communication, electricity, and gas;
- c. Parking for construction employees, material lay-down area, location for construction material dumpsters;

- d. Coordination with existing businesses and residents regarding noise, displaced parkers, after-hours construction, concrete pours, blasting, disruption of vehicle and pedestrian access; and
- E. Additional Developer Benefits. The general benefits to be received by Developer from the implementation of the Development, in addition to certain matters set forth above, include without limitation:
 - a. Realization of the opportunity to implement the Development plan for a mixed use development that is consistent with City's and the Developer's goals and needs;
 - b. Integration of site plans, urban design elements, land uses, architecture, site engineering, landscape architecture, and mitigation measures over the entire Project;
 - c. Security provided by certain City ordinances, standards, policies, and guidelines to achieve the Project;
 - d. Participation by the City to achieve the public benefits necessary for the Project; and
 - e. In exchange for providing the within benefits to the City, the Developer desires to receive the assurance that it may proceed with the Project in accordance with any and all existing City development regulations and conditions of approval of the City as they exist on the Effective Date, subject to the terms, conditions, and exceptions contained herein and subject to periodic potential amendments to this Agreement made in accordance with this Agreement.

6. City Commitments

- A. Rezoning. The City acknowledges that a condition to Developer's obligations herein is that the Developer receive the Rezoning so that Developer can develop the Project Facilities as described in this Agreement.
- B. Streetscape Improvements. City agrees to complete the streetscape and other public improvements planned for the area contiguous and adjacent to the Developer Property which are set forth on Exhibit F attached hereto and made a part hereof (the "Streetscape Improvements") at its expense prior to Developer's completion of the Project.
- C. Undergrounding Utilities. Prior to Developer's completion of construction of Project Facilities, City agrees to either complete, or facilitate the completion with Duke Energy, of the undergrounding utilities along College Street and Main Street in front of the Developer Property at no expense to Developer.
- D. Street Narrowing. City shall use its reasonable best efforts to cause the portion of Hedge Street that is contiguous to the Developer Property shown and depicted on the drawing attached hereto as Exhibit G to be narrowed to allow for additional parking on the Developer Property at no expense to Developer.
- E. Permitting. To the extent permitted by law and for those items under City control, the City shall attempt to expedite the processing, approval, and permitting of drawings, plats, plans, applications, and other items for and pertaining to all phases of the Project.
- F. Benchmark Dates. If Developer fails to accomplish any required task by that required task's applicable benchmark date, then, in addition to any other remedy provided under this Agreement, City may delay its performance of any obligation under this Agreement for a similar period.

7. Design and Construction Processes

- A. Designated Contact. Immediately following this Agreement's execution, City and Developer shall each designate a senior-level contact to represent that Party (each a "Designated Contact"). Designated Contacts shall address, without delay, issues related to scheduling, traffic control, utility coordination, and a process for reviewing and revising plans and specifications. Each Party shall provide that Party's communications through that Party's Designated Contact.
- B. Pre- and During Construction. Prior to preparing any plans or specifications, and through the construction process, the City and Developer shall confer on the needs, preferences, and expectations each Party has for its respective project and as much as possible achieve common goals as to how to achieve those goals. The process Parties outline in this subsection is in addition to and not in lieu of all approval and permitting processes applicable to all persons and entities developing projects in city limits.

8. Bonds and Insurance

- A. Insurance. During construction, the Developer shall obtain and maintain, or cause to be obtained and maintained, at all times one or more policies of insurance containing the following types of coverage, deductibles, limits, and other terms acceptable to the City, in its sole discretion:
- a. Builders Risk. Comprehensive builders' risk, casualty, and property insurance against any casualty on an "all risk" perils basis. This policy must include fire, extended coverage, vandalism, and malicious mischief.
 - b. General Liability. Commercial general liability insurance covering the defense and legal liability claims of bodily injury, death and property damage which occurs on, in or about or relating to the Developer Property regardless of the cause of the same. This policy must have not less than \$3,000,000 combined single limits per occurrence/aggregate for bodily injury or property damage, provided by a Commercial General Liability policy or combination of General Liability and Umbrella Liability limits.
 - c. Workers Compensation. Workers Compensation and Occupational Disease insurance meeting the State's statutory requirements, including employer's liability in an amount not less than \$1,000,000.
 - d. Motor Vehicle. Motor vehicle covering all owned, non-owned and hired automobiles of not less than \$1,000,000 combined single-limits per each occurrence/aggregate for liability, bodily injury, and property damage.
 - e. Miscellaneous. Insurance this Agreement requires must be effected under standard form policies issued by insurers of recognized responsibility authorized to do business in South Carolina which are rated at least Class A/VIII, Best Rating Services. The policies must be non-assessable and shall contain language to the effect that (i) any loss shall be payable notwithstanding any act of negligence, (ii) the policies are primary and noncontributing with insurance on which additional insured's are listed as named insured's, and (iii) the insurer is not entitled to initiate cancellation, material limitation or non-renewal except after 30 days' written notice for cancellation due to non-payment of premium) by the insurer to the Developer and City. The policies must include waivers of all rights of subrogation against the Developer, City and their respective elected officials, officers, agents, and employees. The policy described in subparagraphs (a) , (b) , and (d) of this section must include the City and Developer, and their respective elected officials, officers, agents, employees, subcontractors, and licensees as additional insureds to the extent allowed by law. The policy described in subparagraphs (e) of this section must include the

Developer as an additional insured. Each policy must contain deductibles, retentions, or both, as City, in its sole discretion, deems appropriate.

9. Damage or Destruction Prior to Substantial Completion

If, at any time prior to substantial completion, the Project is damaged or destroyed by a fire or other casualty, the Developer shall commence, and proceed as promptly as possible, to repair and restore the Project Facilities so as to cause the same to achieve substantial completion according to approved architectural drawings as soon as practicable.

10. Cooperation

Parties shall work together to correct and conform deeds, assignments, or other conveyance instruments, to reflect as-built configurations. A Party may not unreasonably withhold consent.

11. Default / Remedies

- A. Developer. Upon the default by the Developer in the due performance of or compliance with any of the terms hereof, City shall give Developer written notice of such default and thirty (30) days to cure such default; provided, however, that if the nature of Developer's obligation is such that more than thirty (30) days are required for its performance, and so long as Developer has provided written notice of the precise time frame for completion, then Developer shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion, and if Developer shall fail to proceed promptly to cure the same, City may:
- a. terminate this Agreement immediately by delivery of written notice to Developer; and,
 - b. take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement; and,
- B. City. Upon the default of the City in the due performance of or compliance with any of the terms hereof, the Developer shall give the City written notice of such default and 30 days to cure such default; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance, and so long as City has provided written notice of the precise time frame for completion, then City shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion and if the City shall fail to proceed promptly to cure the same, the Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement.

12. Developer Property Restriction.

In the event that Developer has both (i) acquired the City Property and (ii) entered into this Agreement with the City, Developer shall record a covenant against the Developer Property, to run with the Developer Property, that the Developer Property shall not, for a period of twenty (20) years, be transferred to, owned by, or used, by any person (legal or natural) that would result in the Developer Property, or any portion (legal or geographic), having a complete exemption from *ad valorem* property taxes without the written approval of the City; provided, however, such covenant shall not preclude or prevent Developer or a subsequent owner or user of the Developer Property, or any portion thereof, from applying for and receiving the benefit of an applicable property tax classification that would reduce, lower or otherwise benefit the *ad valorem* property taxes applicable to the Developer Property or any portion thereof (such as, for example, (i) a fee in lieu of taxes agreement with the City or (ii) ownership by a 501(C)(3) non-profit entity).

13. Entire Agreement

This Agreement is the entire agreement among Parties with respect to the subject matter of this Agreement. All prior documents, negotiations, and discussions merge in this Agreement and do not survive this Agreement's execution.

14. No Oral Modification/Waiver

Parties are not entitled to modify, in any way, this Agreement except by a writing signed by or on behalf of all Parties by a duly authorized representative of the executing Party. Neither any purported amendment, of any kind, to this Agreement, nor any purported waiver of any provision of this Agreement is valid unless all Parties have consented in writing.

15. Non-Assignment

A Party shall not assign its rights or delegate its responsibilities under this Agreement to any third party without the prior, written consent of all Parties; provided, however, the Parties recognizes that Developer shall be permitted to assign its interest in this Agreement to an entity created for the purpose of acquiring, owning and developing the Developer Property in which Developer or its principals own(s) an interest. Notwithstanding the foregoing, the City is entitled to assign some or all of its rights or delegate some or all of its duties under this Agreement to a nonprofit corporation to effect a means of financing the City's project costs. City is not required to obtain any further consent from any other Party beyond this Agreement's execution for that purpose.

16. Mutual Dependency of Commitments

Each Party's commitments under this Agreement are collectively dependent, each on the other, and are subject to the condition that each Party continues to move toward completion of that Party's projects on collectively acceptable terms and conditions of all documents contemplated by this Agreement.

17. No Third-Party Beneficiary/No Joint Venture

The Parties do not intend to create any third-party beneficiary rights, nor any form of partnership, joint venture, or any other legal relationship among the Parties, except a contractual relationship as set forth in this Agreement.

18. Force Majeure

Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by a Force Majeure event. In order for its performance to be excused for the period of a Force Majeure event, a party must give written notice to the other party within 10 days after the occurrence of the Force Majeure event. A Force Majeure event is any period of delay which arises from or through: Acts of God, including, without limitation, flood, earthquake, and severe weather conditions; strikes; explosion; sabotage; riot or civil commotion; act of war; fire or other casualty; legal requirements; or any other causes beyond the reasonable control of the party claiming delay from or through such causes.

19. Limitation of City's Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, ANY CITY OBLIGATION CONTAINED IN THIS AGREEMENT, INCLUDING ANY OBLIGATION TO PAY MONEY, IS NOT A DEBT OR GENERAL OBLIGATION OF CITY, BUT RATHER IS PAYABLE SOLELY AND EXCLUSIVELY FROM ANNUALLY APPROPRIABLE REVENUES AND RECEIPTS

OF CITY'S GENERAL OPERATIONS.

20. No City Personnel Liability

Any City obligation contained in this Agreement, including any obligation to pay money, is an obligation of the City and not an obligation of any member of the City Council or any employee, other elected official, officer, or agent of the City in either an individual or an official capacity.

21. Absence of Certain Commercial Practices

Neither Developer nor any officer, member, director, employee or agent of them (nor any person acting on behalf of any of the foregoing), has given or agreed to give any gift or similar benefit, including, without limitation, any contribution, payment or expenditure, of more than normal value to any customer, supplier, City or other governmental employee or official or any other person who is or may be in a position to help or hinder the foregoing entities or assist them in connection with any actual or proposed activity described in this Agreement.

22. Governing Law; Venue

The law of the State, without regard to any conflict of law provision that would direct a court to use the laws of another jurisdiction, govern this Agreement. The Parties submit to venue and jurisdiction in the state and federal courts of the State.

23. State Law Limitations

Notwithstanding anything else in this Agreement to the contrary, the City's commitments are subject to the provisions of the South Carolina Code Annotated, as well as all local laws.

24. Developer and City Responsibility.

Developer, and its officers, directors and employees, agree to hold the City harmless from all claims, liabilities, damages, losses, including attorney's fees and expenses for bodily injury, sickness or death, and property damage or destruction which may be claimed against the City due to any acts or omissions by the Developer or its officers, employees or agents related to the administration of the Project. The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. By law, the City cannot hold harmless any contracting party. However, subject to the application of the aforementioned law and to the limits of its insurance, the City agrees that the Developer, and its officers, directors and employees shall not be liable from and against all claims, liabilities, damages, losses, including attorney's fees and expenses for bodily injury, sickness, or death, and property damage or destruction (other than to the Work itself) related to the negligent acts or omissions by the City, and the Developer's officers, employees, and agents.

25. Dispute Resolution.

(a) In the event of a dispute arising under this Agreement, the parties agree to engage in good faith discussions to resolve the matter amicably.

(b) If the dispute cannot be resolved through discussions, the parties agree to participate in non-binding mediation, with a mutually agreed-upon mediator, as a condition precedent to further legal proceedings.

(c) If mediation is unsuccessful, the parties agree to submit venue and jurisdiction in the state or federal courts located in County of Greenville, State of South Carolina.

(d) Each party shall bear its own costs of mediation, except that the costs of the mediator or shall be shared equally .

26. Benefit of the Parties.

This Agreement is intended to benefit the Parties hereto only, and therefore no third party shall have any rights under this Agreement, or be deemed a third-party beneficiary.

27. Notices.

Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a Party is required to or may give to another Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed. Any written notice or written certification or payment required by the Terms of this Agreement shall be deemed given if delivered in person or mailed certified mail, return receipt requested to the persons named below. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

If to the City:

Attn: Tee Coker
425 E. Curtis Street
Simpsonville, SC 29681
Email: tcoker@simpsonville.com

With a copy to:

Duggan & Hughes, LLC
Attn: Daniel R. Hughes
P.O. Box 449
Greer, SC 29652
Email: dhughes@dugganhughes.com

If to Developer:

Blue Ridge Land Holdings, LLC
Attn: John T. Pazdan
P. O. Box 8856
Greenville, SC 29604
Email: chanticleer18@gmail.com

With a copy to:

Belmont Sayre, LLC
Attn: Kenneth M. Reiter
P. O. Box 1622
Carrboro, NC 27510
Email: kreiter@belmontsayre.com

28. **Jurisdiction.** This Agreement shall be binding upon the parties hereto and governed by the laws of the State of South Carolina.

29. **Counterparts.** This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the Parties; each counterpart shall be deemed an original but all counterparts shall constitute a single instrument.

30. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

31. **Severability.** In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be replaced with a revision which accomplishes the purposes outlined herein and shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement, not contingent thereon, shall remain in full force and effect.

34. **Organization and Power.** Developer represents and warrants to the City that it (i) is a limited liability company organized, validly existing, and in good standing under the laws of the State of South Carolina, (ii) has the power to engage in the transactions contemplated hereby; and (iii) has the full power, authority and legal right to execute and deliver this Agreement and other documents and to perform and observe the terms and provisions thereof. The City represents and warrants to Developer that it has the right, power and authority to execute and deliver this Agreement and to perform and observe the terms thereof. This Agreement, when executed and delivered by the parties, is a valid and binding obligation of the parties and is enforceable in accordance with its terms, subject to the conditions precedent set forth above.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIALLY BLANK]

WHEREFORE by its signature, the City binds itself and successors in interest as of the effective date provided in this Agreement's preamble.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

By Paul Shewmaker
_Paul Shewmaker, Mayor

[SEAL]

ATTEST:

Ashley Clark
Ashley Clark, Municipal Clerk

Date of Execution: July 8th, 2025

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

WHEREFORE by its signature, Developer binds itself and its successors in interest as of the effective date provided in this Agreement's preamble.

BLUE RIDGE LAND HOLDINGS, LLC

By: _____
John T. Pazdan, Member

Date of Execution: _____, 2025

EXHIBIT A

DESCRIPTION OF CITY PROPERTY

All that certain piece, parcel or tract of land with improvements thereon situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina, containing 1.42 acres, more or less, bound on the north by lands now or formerly of United Federal Savings & Loan Association and Wesley V. Harrison, on the east by Hedge Street, on the south by lands now or formerly of Hendricks Properties, Inc., and on the west by N. Main Street.

This being the identical property conveyed to City of Simpsonville, a municipal corporation, by deed of Duke Power Company, dated June 6, 1996, and recorded August 13, 1996, in the Greenville County ROD Office in Deed Book 1649 at Page 1669.

TMS 0315.00-02-004.00

EXHIBIT B

DESCRIPTION OF FORMER BANK PROPERTY

Parcel 1:

All that certain piece, parcel, or lot of land, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, at the southeast corner of College and North Main Streets, and having, according to a survey made by Piedmont Engineering Service on October 2, 1951, the following metes and bounds, to-wit:

BEGINNING at the southeast intersection of College and North Main Streets, and running thence with North Main Street, S. 25-23 E., 128 feet to an iron pin; thence N. 64-24 E., 100 feet to an iron pin; thence N. 25-23 W., 129.7 feet to an iron pin on the south side of College Street; thence with the south side of College Street; thence with the south side of College Street, S. 63-36 W., 100 feet to the point of beginning.

Parcel 2:

ALL that lot of land, with improvements thereon, situate on the Southeastern side of College Street, Town of Simpsonville, Austin Township, Greenville County, State of South Carolina, shown as a portion of Lot No. 1, on Map No. 1, of A. R. Hunter Estate, made by W. J. Riddle, August, 1947, and having, according to said Map, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of College Street, said point being 100.ft. in a Northeasterly direction from the point where the Northeastern side of North Main Street intersects with the Southeastern side of College Street, and running thence with the Southeastern side of College Street, N. 63-35 E. 132 ft, to an iron pin with the line of Lot No, 4; thence S. 26-42 E., 131.5 ft. to an iron pin; thence with the line of Lot No, 2, S-64-24 W, 134 ft. to an iron pin in the joint line of Lots 1 and 2, said point being 100 ft, in a Northeasterly direction from the joint front corner of Lots 1 and 2; thence through Lot No. 1 N. 25-23 W., 131 ft., more or less, to the beginning corner.

Parcel 3:

ALL that certain piece, parcel or lot of land, with all improvements thereon, containing 0.37 acres, more or less, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, located at the southwestern corner of the intersection of West Hedge Street and East College Street, and being shown on a plat entitled Survey for S & S Properties, a South Carolina General Partnership, prepared by Landrith Surveying, dated February 1, 1990, recorded in Plat Book 18-G at Page 11, and having, according to a survey entitled "Property of American Federal Bank, FSB", prepared by Freeland-Clinkscales & Associates, Inc., dated July 23, 1992, recorded in Plat Book 23-F at Page 35, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of College Street at the joint corner of Lots 1 and 4; thence with said College Street N 63-35-00 E 132.99 feet to an iron pin at the intersection of College Street and Hedge Street; thence with the south-stern side of Hedge Street S 20-21-39 D 131.00 feet to an iron pin at the joint corner of Lots 2 and 4; thence with the common line of said properties S 63-08-00 W 118.47 feet to an iron pin at the joint corner of Lots 1 and 4; thence with the common line of said properties N 26-43-23 W 131.20 feet to an iron pin, the point of BEGINNING.

BEING ALSO DESCRIBED AS FOLLOWS:

All that certain piece, parcel or tract of land with improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, City of Simpsonville, adjacent to North East Main Street, College Street and Hedge Street, identified as Lot 1 & 4, Map No. 1, A. R. Hunter Est., containing 1.069 Acres, 46,548 Sq. Ft., more or less, on a survey entitled SURVEY FOR BLUE RIDGE LAND HOLDINGS LLC, prepared by Site Design, Inc., dated March 22, 2021, and recorded May 7, 2021, in the Greenville County ROD Office in Plat Book 1397 at Page 56, reference to said survey being hereby made for a more complete metes and bounds description thereof.

This being the identical property conveyed to Blue Ridge Land Holdings, LLC, a South Carolina limited liability company, by Truist Bank, a North Carolina banking corporation, by (i) warranty deed dated April 28, 2021, and recorded May 7, 2021, in the Greenville County ROD Office in Deed Book 2623 at Page 2891, and (ii) quitclaim deed dated April 28, 2021, and recorded May 7, 2021, in the Greenville County ROD Office in Deed Book 2623 at Page 2899.

TMS0315.00-02-001.00

EXHIBIT C

DESCRIPTION OF CREDIT UNION PROPERTY

Tract A:

ALL THAT PIECE, PARCEL OR LOT OF LAND IN SIMPSONVILLE TOWNSHIP, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, SHOWN ON PLAT OF PROPERTY ENTITLED D. L. BRAMLETT, JR., MADE BY C.O. RIDDLE, DATED AUGUST 1960 AND RECORDED IN THE ROD OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK OO AT PAGE 534 AND 535, AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN ON THE EASTERN SIDE OF NORTH MAIN STREET, 48.1 FEET NORTH OF THE INTERSECTION OF EAST CURTIS STREET AND RUNNING THENCE ALONG THE EASTERN SIDE OF NORTH MAIN STREET N 22-48 W, 133.3 FEET TO AN IRON PIN AT THE CORNER OF PROPERTY THIS DAY CONVEYED TO GEO. A. WEBB; THENCE ALONG SAID PROPERTY N 70-47 E, 334.8 FEET TO AN IRON PIN ON THE WESTERN SIDE OF HEDGE STREET; THENCE ALONG SAID STREETS 15-10 E, 68.7 FEET TO AN IRON PIN AT THE CORNER OF PROPERTY NOW OR FORMERLY OF ETHEL M. HILL; THENCE S 64-50 W ALONG THE HILL AND MAYFIELD PROPERTIES, 102 FEET TO AN IRON PIN; THENCE S 65-44 W, ALONG THE CANNON, HAYNES AND TODD PROPERTIES 75 FEET TO AN IRON PIN; THENCE S 23-56 E, 30 FEET TO AN IRON PIN; THENCE ALONG THE TOWN PROPERTY S 66-35 W, 30 FEET TO AN IRON PIN; THENCE S 23-56 E, 9 FEET TO AN IRON PIN; THENCE S 66-35 W, 19.5 FEET TO AN IRON PIN; THENCE S 23-56 E, 3.83 FEET TO AN IRON PIN; THENCE ALONG PROPERTY OF WOOTENCORPORATION, JONES AND BRAMLETT, S 67-12 W, 99.3 FEET TO THE POINT OF BEGINNING.

Tract B:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, LOCATED ON THE EASTERLY SIDE OF MAIN STREET IN THE TOWN OF SIMPSONVILLE, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE EASTERLY SIDE OF MAIN STREET IN THE TOWN OF SIMPSONVILLE AND RUNNING THENCE N 74-56 E, 172.5 FEET TO AN IRON PIN; THENCE N 75-02 E 164.6 FEET TO AN IRON PIN ON THE WESTERLY SIDE OF HEDGE STREET; THENCE WITH PROPERTY OF GRANTEE HEREIN S 70-47 W, 334.8 FEET TO AN IRON PIN ON THE EASTERLY SIDE OF MAIN STREET; THENCE WITH THE EASTERLY SIDE OF MAIN STREET N 22-48 W, 23.75 FEET TO AN IRON PIN, THE BEGINNING CORNER.

Tract C:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING SITUATE IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED ON A PLAT ENTITLED "DUKE POWER COMPANY, SIMPSONVILLE BRANCH OFFICE"

DATED DECEMBER 22, 1987 AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN FOUND ALONG THE EASTERN EDGE OF S. C. HIGHWAY 14 AND U.S. HIGHWAY 276 (N. MAIN STREET) JOINT CORNER OF A 1.42 ACRE TRACT AND RUNNING THENCE N 68-1-51 E, 339.23 FEET TO A PK NAIL IN ROAD ALONG THE WESTERN EDGE OF W. HEDGE STREET; THENCE RUNNING ALONG THE WESTERN EDGE OF W. HEDGE STREET 15-21-15 E, 38.00 FEET TO A PK NAIL IN ROAD ALONG THE WESTERN EDGE OF W. HEDGE STREET; RUNNING THENCE S 74-39-45 W, 337.10 FEET TO AN IRON PIPE FOUND ALONG THE EASTERN EDGE OF S.C. HIGHWAY 14 AND U.S. HIGHWAY 276 (N. MAIN STREET), THE POINT OF BEGINNING.

This being the identical property conveyed to Secured Advantage Federal Credit Union by deed of Pontus Vault Portfolio, LLC dated August 28, 2024, and recorded September 20, 2024, in the Greenville County ROD Office in Deed Book 2731 at Page 2652, which deed corrects a prior deed between the parties recorded June 12, 2019, in Deed Book 2568 at Page 1149.

TMS 0315.00-02-006.00

EXHIBIT D

DEPICTION OF PROJECT FACILITIES

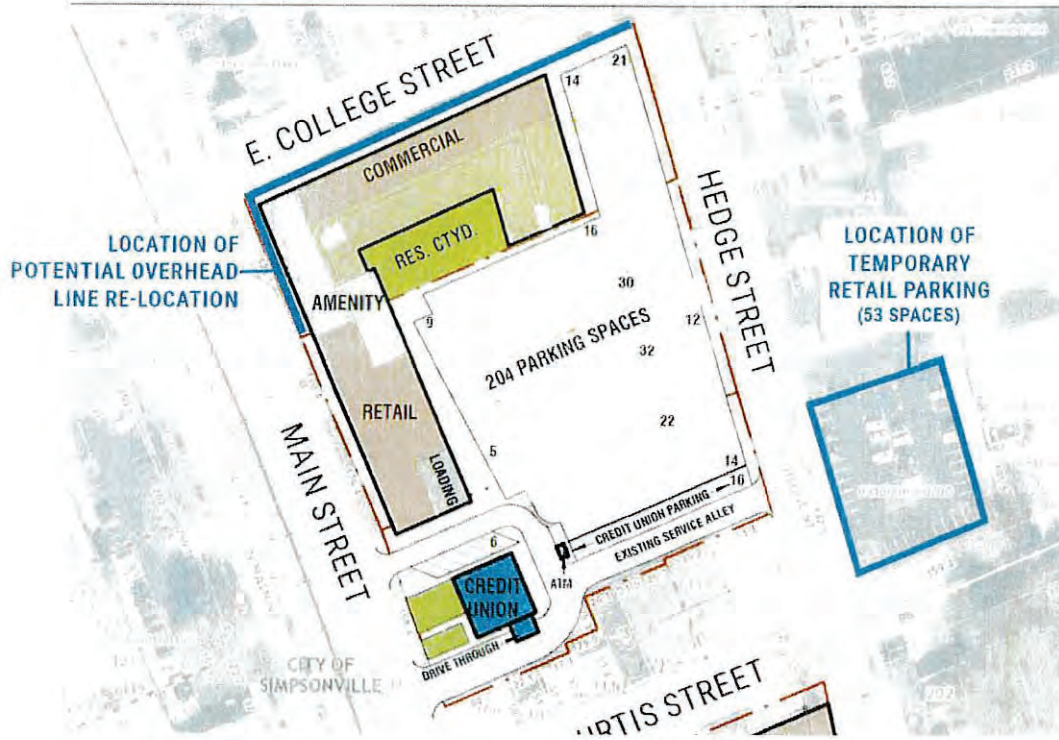


EXHIBIT E

CONSTRUCTION SCHEDULE

September 30, 2025 – Developer obtains Rezoning.

March 31, 2026 – Design and construction plans for the Project finalized and submitted to the City.

June 1, 2026 -- Building and site construction and land disturbance permits issued.

June 30, 2028 – Project construction completed and leasing commences. Residents and businesses begin to take occupancy.

EXHIBIT F
STREETScape IMPROVEMENTS

EXHIBIT G

AREA OF HEDGE STREET TO BE NARROWED

[ATTACHED ON THE FOLLOWING PAGE]



SIMPSONVILLE CITY COUNCIL: SUBMISSION OF AGENDA ITEM
Due by 12 p.m. on the Wednesday prior to the Council meeting

To: Tee Coker, City Administrator

Copy: Ashley Clark, City Clerk; Justin Campbell, Community Relations Specialist

From: Justin Campbell

Department: Administration

Date Submitted: 04/17/2026

Please include the following item on the agenda for (date of meeting): 04/28/2026

Agenda Item Title:

Appointment of City Clerk

Summary of Item/Purpose:

A vote to appoint Justin Campbell to the position of City Clerk

Action Requested of Council:

- Discussion Only
- Move to Business Meeting
- First Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Other:

Are supporting documents attached?

- Yes
- No



MEMORANDUM: APPOINTMENT OF CITY CLERK

Mayor & Council,

I am recommending the appointment of Community Relations Specialist Justin Campbell to the City Clerk position. Mr. Campbell has the attributes to perform the duties of City Clerk with excellence, including organization, attention to detail, communication, technical and troubleshooting skills, and responsiveness. In addition to these attributes, Mr. Campbell has expressed a commitment to a Council-first philosophy as City Clerk. Mr. Campbell will have the time and resources to make Simpsonville City Council his top priority.

While Mr. Campbell would retain essential core duties of the Community Relations Specialist role, other duties would be delegated to other departments and staff members. Mr. Campbell would continue as city spokesperson, public information and records officer, and manager of simpsonville.com and Discover Simpsonville social media accounts, plus play roles in communications, messaging, and public relations efforts. In preparing for the possible transition to the City Clerk position, Mr. Campbell has met with department heads to coordinate the continuance of essential duties, responsibilities, and tasks that bring value to the community.

Mr. Campbell provided the following statement regarding the City Clerk appointment:

“After serious consideration of what the role entails and requires, I advised City Administrator Tee Coker that I would like to be considered for the position of City Clerk. Having assisted with its duties, I am confident that I can serve as a Council-first City Clerk and focus on service to Council and thereby service to the public. My priorities for the first three months of my appointment are 1) Establish a rapport with Council as Clerk; 2) Implement a legislative agenda process; 3) Organize City Council and other records; and 4) Assume management of Council Chambers. My No. 1 priority, however, will always be service to Simpsonville City Council as a body and institution. I would be honored to be appointed by Council as City Clerk. Thank you for your consideration.”

Current City Clerk Ashley Clark has been assisting Mr. Campbell with learning the main duties and responsibilities of the position the past few weeks in anticipation of the city clerk appointment as an item on the agenda for the Committee of the Whole Meeting in April. Additionally, Mr. Campbell has cross-trained for and assisted with some of the core duties and tasks of the position for nearly a year. It is my recommendation that Council consider and appoint Mr. Campbell to the position of City Clerk. Thank you for your time and attention.”

Sincerely,

Tee Coker, City Administrator