

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

Council Chambers, Simpsonville City Hall | May 12, 2026 | 6 p.m.

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**1. CALL TO ORDER**

Presiding Officer: Paul Shewmaker, Mayor

**2. ROLL CALL**

Recorder: Justin Campbell, City Clerk

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF MINUTES**

Business Meeting on April 14, 2026

**5. CITIZEN COMMENTS**

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

**6. BUSINESS**

**A. Second Reading of Ordinance Z-2026-01, to propose rezoning of property located at 206 Ladean Court**

Jon Derby, Planning Director

**B. First Reading of 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

**C. First Reading of 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

**D. First Reading of Ordinance O-2026-06, to adopt an annual budget for Fiscal Year 2026-2027 to take effect July 1, 2026**

Maria Tooley, Finance Director



**E. 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

**F. 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

**G. 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

**H. Modification of fiber franchise agreement to limit the number of providers in a designated area of the city**

Charlene Carter, City Planner

**I. Addendum to amend language in the Burdette North Development Agreement**

Jon Derby, Planning Director

## **7. ADJOURNMENT**

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

Council Chambers, Simpsonville City Hall | April 14, 2026 | 6 p.m.

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**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. APPROVAL OF MINUTES**

The minutes for the Business Meeting on March 10, 2026 were approved as submitted.

**5. CITIZEN COMMENTS**

No one signed up for Citizen Comments.

**6. BUSINESS**

**A. Second Reading of Ordinance Z-2025-02, to propose rezoning of properties located at 118 N.E. Main St. and 124 N.E. Main St.**

*Jon Derby, Planning Director*

Motion by Councilmember Pinkerton with a second by Councilmember Rupe to approve second and final reading of Ordinance Z-2025-02, to propose rezoning of properties located at 118 N.E. Main St. and 124 N.E. Main St. Yes – 7, No – 0. Motion carried.

**B. Second Reading of Ordinance O-2026-03, to amend Division 2 (Junk or Abandoned Vehicles) of Article 2 (Nuisances) of Chapter 18 (Environment)**

*Jon Derby, Planning Director*

Motion by Councilmember Roche with a second by Councilmember Williams to approve second and final reading of Ordinance O-2026-03, to amend Division 2 (Junk or Abandoned Vehicles) of Article 2 (Nuisances) of Chapter 18 (Environment). Yes – 7, No – 0. Motion carried.

**C. First Reading of Ordinance Z-2026-01, to propose rezoning of property located at 206 Ladean Court**

*Jon Derby, Planning Director*

Motion by Councilmember Rupe with a second by Councilmember O’Rear to approve First Reading of Ordinance Z-2026-01, to propose rezoning of property located at 206 Ladean Court. Yes – 7, No – 0. Motion carried.

**D. 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**

*Tee Coker, City Administrator*

Motion by Councilmember Williams with a second by Councilmember Roche to approve 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 – 7. No – 0. Motion carried.

**E. 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)**

*Councilmember Tim Pinkerton, Ward 5*

Motion by Councilmember Pinkerton with a second by Councilmember O’Rear to approve 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 – 4. No – 3. Dissenting – Councilmember Roche, Mayor Shewmaker, Councilmember Williams. Motion carried.

**F. 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 § 30-4-30(B) of South Carolina Freedom of Information Act, S.C. Code § Title 30, Chapter 4**

*Justin Campbell, Community Relations Specialist*

Motion by Councilmember Roche with a second by Councilmember Pinkerton to approve 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 § 30-4-30(B) of South Carolina Freedom of Information Act, S.C. Code § Title 30, Chapter 4. Yes – 7. No – 0. Motion carried.

**7. ADJOURNMENT**

Mayor Shewmaker adjourned the meeting without objection at 6:54 p.m.



**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:** 05/01/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**Agenda Item Title:**

Second Reading of Ordinance Z-2026-01, a proposal to rezone property located at 206 Ladean Court

**Summary of Item/Purpose:**

Rezoning property at 206 Ladean Court from I-D (Innovative Development) to B-G (Business General)

**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

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**To:** Planning Commission

**Meeting Date:** 5/12/2026

**Agenda Item:** Proposed rezoning to B-G – Second Reading

**Subject:** Z-2026-01 Proposed rezoning to property located at 206 Ladean Ct. Tax Map# 0330.00.01.001.24

**Applicant/Owner:** Justin A. Holck, Scuffletown Real Estate Holdings

**Attachments:**  Proposed Ordinance  Proposed Concept Plan  
 Proposed Statement of Intent  Applicant Material  
 Consent Letter  Locations Maps  Petitions  
 Traffic Study  Renderings

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Existing Zoning	Requested Zoning	Surrounding Zoning	Future Land Use	Size of Property
ID	BG	B-G	Village Activity Center	0.66 +/- Acres

### Brief Description of request

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The City of Simpsonville has received a signed petition requesting the rezoning of property pursuant to Section 7.5 of the Simpsonville Zoning Ordinance. This petition is for the parcel located at 206 Ladean Ct (tax map # 0330.00.01.001.24)

The applicant has requested that this parcel be rezoned back to B-G, (Business General) from its current zoning of ID (Innovative Development). The applicant would like to market the site under the B-G use and design standards.

**Nothing has changed since First Reading on April 13, 2026.**

## Z-2026-01

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### Location & Site Description

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This parcel was rezoned to ID in 2022 for the “Scuffletown Food Truck Park”. This project saw great success over the years. The site layout is still intact for the food park concept. Ingress/egress to the site is still from the private drive via the Fairview Market shopping center besides the Wine Barn (Prior Ace Hardware).

### Comprehensive Plan

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The City’s Comprehensive Plan identifies this area as Village Activity Center. This designation is intended to promote a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary. Where applied to older highway corridors characterized by commercial “strip” uses, the intent is to encourage infill and redevelopment for a more diverse and attractive mix of uses over time. Ensuring that buildings are of the appropriate scale and intensity is critical, as is ensuring that sites are designed in a coordinated, as opposed to a lot-by-lot, manner. New commercial “strip” development is discouraged.

### Zoning District

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Per Section 2.8.1 of the Simpsonville Zoning Ordinance: “The B-G, Business—General District is established to promote accessible and central concentrations of business activities and commercial establishments offering both retail goods and services to people from throughout the community. This district also provides opportunities to integrate residential uses subject to careful design. The district is intended to serve both pedestrians as well as people who travel by automobile. Therefore, this district is primarily located along major roadways, and businesses are encouraged to locate in close proximity to one another. Where necessary, adjacent residential areas are protected through landscaping and site design.”

### Public Hearing Proceeding

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A public hearing regarding this petition was conducted on March 3rd, 2026, before the body of the Simpsonville Planning Commission. There were no public comments.

### Planning Commission Review

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The Simpsonville Planning Commission reviewed the request to rezone the property at their March 3rd, 2026, meeting. By a vote of 6-0, the Planning Commission recommends approval of Z-2026-01.

## Z-2026-01

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### Site Improvements

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No site improvements at this time. The site is still intact from the approved master site plan for the food truck concept. Any new development would adhere to the site standards of Article 4, of the Simpsonville Zoning Ordinance.

### Staff Comments

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Staff recommends approval.

**STAFF RECOMMENDATION:** I move that the Planning Commission recommend approval of the requested rezoning set forth in Ordinance Z-2026-01.

**ORDINANCE NO. Z-2026-01**

**AN ORDINANCE TO AMEND THE ZONING MAP  
OF THE CITY OF SIMPSONVILLE, SOUTH  
CAROLINA OF LAND AT 206 LADEAN COURT,  
TAX MAP# 0330.00-01-001.24, OWNED BY  
SCUFFLETOWN REAL ESTATE HOLDING**

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

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

**WHEREAS**, the hereinafter described property was advertised on February 16, 2026, and the City of Simpsonville Planning Commission held a public hearing on March 3, 2026.

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

1. **ZONING CLASSIFICATION:** The Official Zoning Map of the City of Simpsonville is hereby amended to assign Tax Map # 0330.00-01-001.24 depicted in the deed contained in Book 2682 on Page 72, of the official records of Greenville County Register of Deeds and as depicted in Exhibit "A" & "B", attached hereto, the zoning classification of B-G, Business General District.

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

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

(SIGNATURE PAGE FOLLOWS)

**ORDINANCE NO.: Z-2026-01**

**Page 2**

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

SIGNATURE OF MAYOR:

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Paul Shewmaker

ATTEST:

APPROVED AS TO FORM:

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Justin Campbell  
Municipal Clerk

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Daniel Hughes  
City Attorney

First Reading:        April 14, 2026  
Second Reading:     May 12, 2026

EXHIBIT "A"



Z-2026-01 206 Ladean Ct Rezone to B-G



February 24, 2026

1:1,600

**Legend**

-  Subject Property
-  Parcels

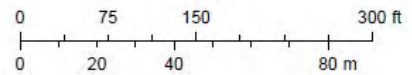
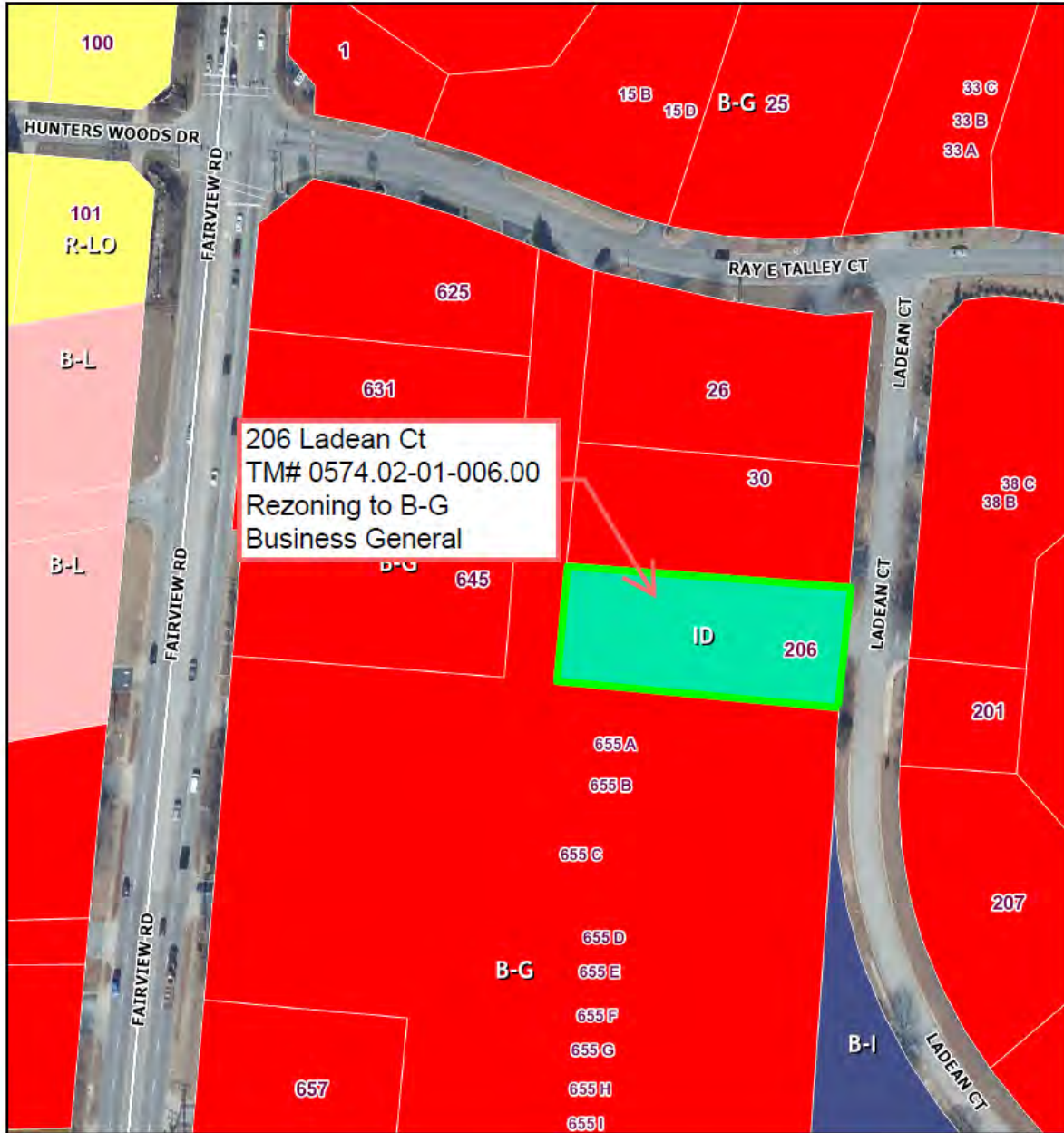


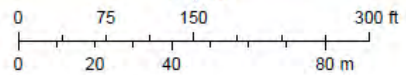
EXHIBIT B

Z-2026-01 206 Ladean Ct Rezone to B-G



February 24, 2026

1:1,600



**Legend**

- Subject Property
- Parcels





# CITY OF SIMPSONVILLE ZONING AMENDMENT (REZONING) APPLICATION

**SITE/PROPERTY LOCATION:**Property Address: 206 Ladean Ct, Simpsonville SC Tax Map Number: 0330000100124**APPLICANT:** Justin A HolckMailing Address: 306 Lorca DR City, State, Zip: Greenville, SC 29611  
Phone Number: 541-610-2872 E-mail Address: justinaholck@gmail.com**PROPERTY OWNER** (if different from Applicant): \_\_\_\_\_Mailing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

	<i>Current</i>	<i>Requested</i>
Zoning District:	<u>ID</u>	<u>BG</u>
“Future Land Use Map” Designation:	<u>ID</u>	<u>BG</u>

Project Description (be specific): Change from ID zoning to BGNo. of Parcels: 1 Acreage of Parcel(s): 0.74

- Submittal Checklist\*:
- Consent Letter from Property Owner (if application is not signed by property owner)
  - Cover Letter explaining your request in detail
  - Application Fee (see “Rezoning Guide”)
  - Survey/Boundary Map – 1 printed copy/1 PDF copy

\*Staff reserves the right to request additional information and/or materials as necessary

I do hereby certify as property owner/authorized agent that the information shown on this application and any attached forms and/or plans is correct.

<u><i>Justin Holck</i></u>	<u>Justin A Holck</u>	<u>02/11/2026</u>
Signature	Printed Name	Date

FOR CITY STAFF USE ONLY

Date Received: \_\_\_\_\_ By: \_\_\_\_\_ Docket #: \_\_\_\_\_ Zoning District: \_\_\_\_\_

Comments: \_\_\_\_\_ PC Review: \_\_\_\_\_ CC Review: \_\_\_\_\_

APPROVED ( with conditions)  DENIED

February 11, 2026

City of Simpsonville Planning Commission

118 NE Main Street

Simpsonville, SC 29681

**Re: Rezoning Request – 206 Ladean Court, Simpsonville, SC**

Dear Members of the Planning Commission,

Please accept this letter as a formal request to rezone the property located at 206 Ladean Court, Simpsonville, South Carolina from its current Innovative Development (ID) designation back to Business General (BG).

The purpose of this request is to restore the property's zoning classification to Business General in order to better align with surrounding commercial uses and to support appropriate business operations at this location. The Business General designation is consistent with the existing development pattern in the area and provides suitable flexibility for commercial activity while remaining compliant with all applicable municipal standards and regulations.

This proposed rezoning will not negatively impact the character of the surrounding area. Rather, it reinforces the established commercial nature of nearby properties and supports continued economic activity within the corridor.

We respectfully request review and approval of this rezoning application. Please advise if any additional documentation or supporting materials are required to assist in your evaluation.

Thank you for your time and consideration.

Sincerely,

Justin Holck

Owner

541-610-2872

[justinholck@gmail.com](mailto:justinholck@gmail.com)



# Z-2026-01 206 Ladean Ct Rezone to B-G

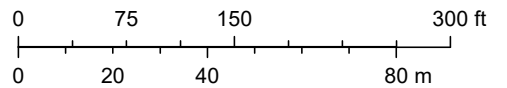


February 24, 2026

1:1,600

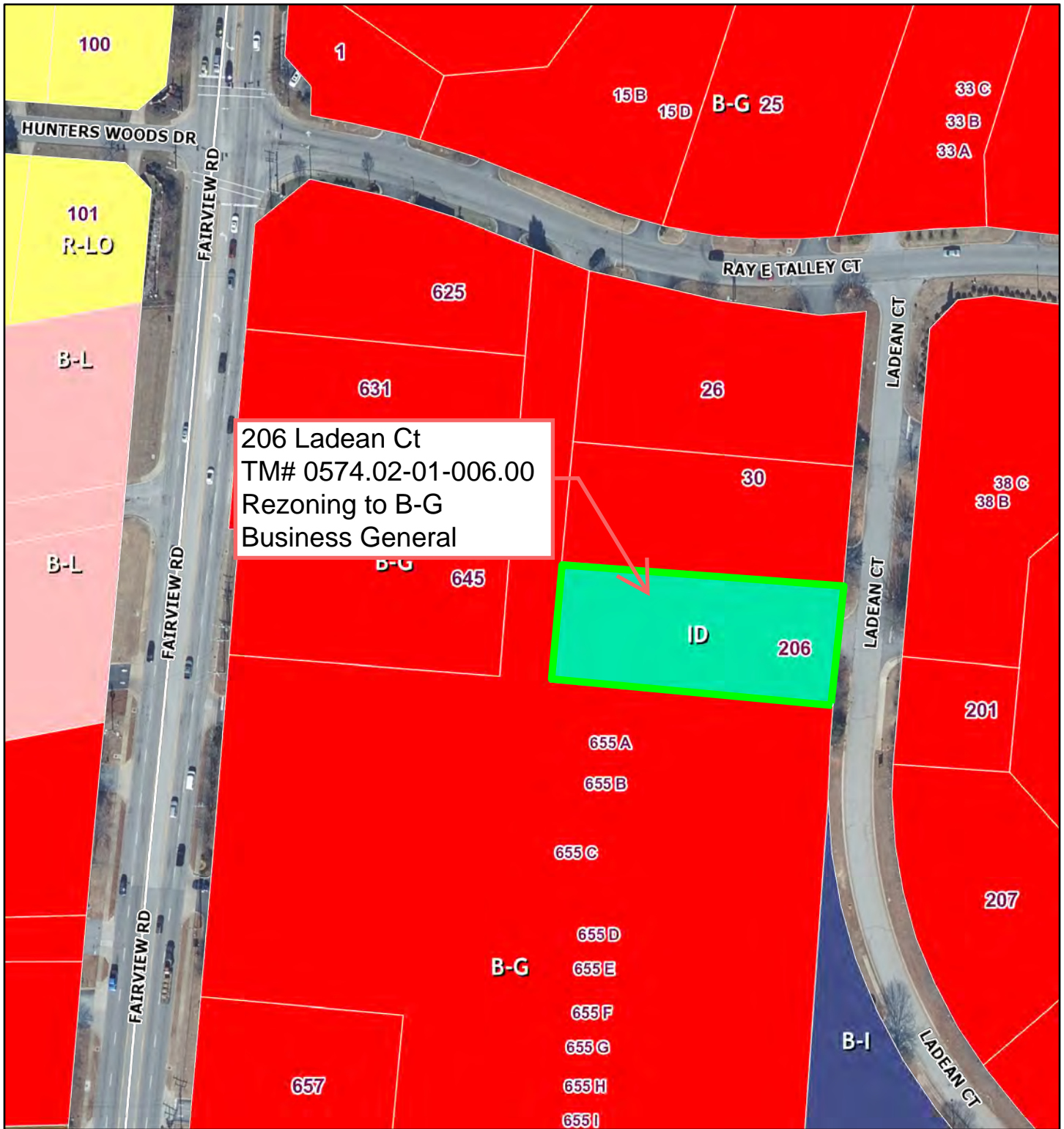
**Legend**

-  Subject Property
-  Parcels



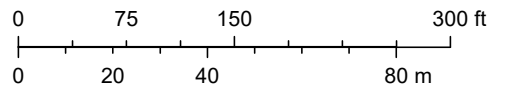
Greenville County GIS Division, Greenville, South Carolina, Greenville County GIS Division

# Z-2026-01 206 Ladean Ct Rezone to B-G



February 24, 2026

1:1,600



**Legend**

- Subject Property
- Parcels



Greenville County GIS Division, Greenville, South Carolina, Greenville County GIS Division



**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

**Department:** Finance

**Date Submitted:** 05/06/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**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 in bond proceeds to the Capital Projects account to fund the Downtown Simpsonville 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 \$[] 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:

\_\_\_\_\_  
Justin Campbell, 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

**Department:** Finance

**Date Submitted:** 05/06/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**Agenda Item Title:**

O-2026-05, to authorize a vehicle master lease program to systematically replace the City of Simpsonville's light-duty fleet

**Summary of Item/Purpose:**

An ordinance to approve a master lease program agreement to systematically replace the City of Simpsonville'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

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Paul Shewmaker, Mayor

**ATTEST:**

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Justin Campbell, Municipal Clerk

First Reading: \_\_\_\_\_, 2026

Second and  
Final Reading: \_\_\_\_\_, 2026

**APPROVED AS TO FORM:**

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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

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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

**Department:** Finance

**Date Submitted:** 05/06/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**Agenda Item Title:**

First Reading of Ordinance O-2026-06, to adopt an annual budget for Fiscal Year 2026-2027 to take effect July 1, 2026

**Summary of Item/Purpose:**

First Reading of Ordinance O-2026-06, to adopt 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 <sup>1</sup>	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"

<sup>1</sup>Millage 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 Streetscape 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 9<sup>th</sup> 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



May 8, 2026

**MEMORANDUM: INTENT TO AMEND PUBLIC WORKS FEE INCREASE AMOUNT**  
— FIRST READING OF ORDINANCE O-2026-06 —

Mayor & Members of Council,

The purpose of this memorandum is to inform Council of my intent to make a motion to amend during the discussion of item 6.D. First Reading of Ordinance O-2026-06 on the agenda for the regularly scheduled Business Meeting on May 12, 2026.

In order to divide the proposed increase of the Public Works fee between Fiscal Year 2026-2027 and Fiscal Year 2027-2028, I propose the Annual Budget for Fiscal Year 2026-2027 include a Public Works fee of \$201 and strikethrough the current proposed amount of \$228.

Additionally, I propose moving the County Transit Committee match of \$270,000 from the Public Works Enterprise Fund to the General Fund and reduce the transfer to the Capital Projects Fund by \$270,000.

Therefore, I intend to make the following motion to amend during First Reading of Ordinance O-2026-06 at the Business Meeting on May 12, 2026:

“I move to amend Ordinance O-2026-06 by reducing the Public Works Enterprise Fee from \$228 per year to \$201 per year and reducing the General Fund transfer to the Capital Projects Fund by \$270,000.”

If you have any questions, please let me know. Thank you.

Sincerely,

Chad O’Rear, Councilmember Ward 1

CITY OF SIMPSONVILLE, SOUTH CAROLINA

# Proposed Budget

*Fiscal Year 2026–27*



Submitted by

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**Thomas A. Coker, Jr., City Administrator**

**Maria Tooley, Finance Director**

April 28, 2026

*Revised May 5, 2026 (To Include Appendix A: Fee Schedule)*

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## I. EXECUTIVE SUMMARY

### ABOUT THE CITY

The City of Simpsonville, population 29,500, is situated in southern Greenville County along the Interstate 385 corridor in the heart of the Golden Strip. The City exists to provide high-quality public services that enhance community safety, well-being, and quality of life for residents and visitors alike. City departments work together to support this mission through effective governance, public safety, infrastructure, and enrichment programs. The five major departments are summarized as follows:

- The Police Department protects life and property while fostering trust and partnerships through community-oriented policing.
- The Fire Department safeguards the community with fire protection, emergency medical response, and specialized rescue services, emphasizing prevention and preparedness.
- The Public Works Department ensures reliable streets, utilities, sanitation, and well-maintained public spaces, supporting the City's infrastructure and daily operations.
- The Parks and Recreation Department provides athletics, arts programming, senior services, and community events, promoting health, engagement, and cultural enrichment.
- The Administration Department provides leadership and operational support, including finance, human resources, IT, procurement, planning, court services, and strategic initiatives, ensuring efficient management of City resources.

Together, these departments advance the City's mission to deliver responsive, high-quality services that strengthen the Simpsonville community.

### FY 2026–27 BUDGET AT A GLANCE

The FY 2026–27 budget totals \$39.7 million in the General Fund, supported by \$29.5 million in recurring revenues and \$10.3 million in transfers and reserves dedicated to capital investment. Public Safety accounts for \$19.1 million of General Fund expenditures. The first installment of the \$23.1 million Downtown streetscape, funded over three fiscal years, accounts for another \$7.7 million. The ten-year Capital Improvement Plan totals \$59.2 million across all funds.

This budget makes four significant structural moves:

- A one-time compensation correction repositioning City pay to the midpoint of the regional labor market, accompanied by a new 22-grade classification and compensation structure
- A two-mill City millage increase and a five-mill Fire Service Area millage increase — representing approximately \$24 and \$60 per year, respectively, on a \$300,000 owner-occupied home
- A \$228 annual Public Works fee — the first adjustment in eight years — restoring sanitation to enterprise-level operation
- A hybrid fleet strategy and ten-year Capital Improvement Plan that match financing to asset life and give Council advance visibility into multi-year capital capacity

## HOW TO USE THIS DOCUMENT

The sections that follow are arranged from general to specific. The Budget Message transmits the budget formally and summarizes the City's strategic posture. The Budget Framework describes the policies, processes, and assumptions shaping the document. The Revenues and Expenditures section walks through the structure of each major fund and department. The Looking Ahead section identifies the forces that will shape the next five years. Departmental profiles and line-item detail follow in subsequent sections of the book.

## II. BUDGET MESSAGE

April 28, 2026

To the Honorable Mayor, Members of City Council, and the Citizens of Simpsonville:

We are pleased to transmit the Proposed Budget for the City of Simpsonville for Fiscal Year 2026–2027. The document reflects a deliberate realignment of the City’s finances — recurring revenues brought into closer correspondence with the true cost of delivering municipal services, and capital investment reintroduced at a pace the City can carry.

For several fiscal cycles, the City held operating spending tight. That discipline served a purpose, but it carried costs that did not appear on any line item: compensation fell behind the regional labor market, and capital investment fell behind what the City’s infrastructure and workforce required. Not spending money is not the same as saving money. This budget makes the accumulated cost visible and begins to address it.

The budget also advances a broader vision for Simpsonville — an activated downtown, safe neighborhoods, well-maintained infrastructure, parks and public spaces that reflect the community’s aspirations, and a workforce equipped to deliver on all of it. The allocations reflected in these pages are grounded in that vision.

The FY 2026–27 General Fund budget totals \$39.7 million, supported by \$29.5 million in recurring revenues, with the balance drawn from bond proceeds, transfers, and reserves dedicated to capital investment. Public Safety accounts for \$19.1 million. The first installment of the \$23.1 million Downtown streetscape, funded over three fiscal years, accounts for another \$7.7 million.

At the center of the budget is a one-time correction to personnel costs. Years of below-market wage growth — concentrated in Public Safety and skilled operational roles — have created recruitment and retention pressures that cannot be resolved through continued deferral. Repositioning compensation to the midpoint of the regional labor market is less costly than absorbing the recurring expense of turnover and its service-level consequences. To fund this correction along with the operating and capital needs described in the pages that follow, the budget incorporates a two-mill increase for City taxpayers and a five-mill increase for Fire Service Area taxpayers. For an owner-occupied home assessed at \$300,000, the City increase represents approximately \$24 per year, and the Fire Service Area increase approximately \$60 per year.

The budget introduces three additional changes that, taken together, alter the financing architecture of City operations:

- A \$228 annual Public Works fee — the first adjustment in eight years — establishes sanitation as a true enterprise, funded by the households receiving the service.
- A hybrid fleet strategy leases light- and medium-duty vehicles and retains direct purchase for heavy equipment, matching financing mechanism to asset life and preserving General Fund debt capacity for the infrastructure that genuinely warrants it.
- A ten-year, \$59.2 million Capital Improvement Plan sets deferred infrastructure needs against realistic annual funding capacity and identifies the years in which fund balance and debt capacity become binding constraints.

The fiscal adjustments contemplated in this budget are not trivial, and the City does not recommend them as a matter of course. They reflect the judgment that the alternative — continued deferral of compensation alignment and capital reinvestment — carries a larger and more compounding cost than the corrections proposed here. Responsible financial management requires discipline and investment in measure.

The City is well-positioned to continue providing high-quality services to its residents, and the framework established in this budget supports that position over the cycles ahead. We express our appreciation to the Mayor, City Council, and City staff for their engagement throughout the development of this budget.

Respectfully submitted,

*Thomas A. Coker, Jr.*

Thomas A. Coker, Jr.  
City Administrator

*Maria Tooley*

Maria Tooley  
Finance Director

### III. BUDGET FRAMEWORK

The sections that follow describe the City’s budgeting process and the financial policies and assumptions shaping it, along with the major issues affecting budgeted funds, personnel, capital plan, and long-term liabilities.

#### BUDGET DEVELOPMENT PROCESS

The FY 2026–27 budget was developed over a five-month cycle beginning in January 2026. Capital Improvement Plan requests were solicited first, in January, to allow multi-year capital needs to inform the operating framework that followed. Operating budget requests were collected in February, with department head sessions convened through late winter to review assumptions, staffing, service levels, and capital integration on a department-by-department basis.

Scenario modeling and consolidation occurred in March, producing the revenue, expenditure, and millage scenarios presented to Council at the budget workshop on April 7. Council engagement at and following the workshop informed the final scenario selected for transmittal. The Proposed Budget is transmitted to Mayor and Council on April 28, 2026, with first and second readings of the Budget Ordinance scheduled for May 12 and June 9, respectively. The public hearing will be held on June 9. The FY 2026–27 budget takes effect July 1, 2026.

#### FINANCIAL POLICIES & FUND BALANCE

Sound financial policy is what allows a city to absorb difficult years without reducing service and to invest in favorable years without overextending. The City’s policies are built for that purpose, and they carry heightened importance given Simpsonville’s exposure to development-driven revenues.

The primary safeguard is the fund balance policy. The City targets an unrestricted General Fund balance equal to 25% of annual expenditures, providing a cushion sufficient to manage revenue fluctuations, maintain service levels, and respond to unexpected expenses without disrupting operations. In practice, the City maintains a fund balance substantially above the policy minimum, consistent with an internal working floor established to protect its Moody’s Aa1 bond rating.

Interfund transfers function as a deliberate financial management instrument, evaluated annually and deployed to align resources with Council priorities, stabilize operations, and support strategic investments. They are governed by policy rather than improvised in response to circumstance.

The City’s approach to debt and leasing reflects a “match the financing to the asset” philosophy. Long-lived infrastructure is financed through cash or traditional debt; fleet and short-life assets are increasingly supported through structured leasing. This approach preserves debt capacity, improves replacement cycles, and reduces lifecycle cost volatility.

Fund-specific performance is monitored monthly, and mid-year amendments are processed when material variances emerge. This proactive stance, rather than year-end reconciliation, ensures Council receives current information on which to base policy decisions.

## GENERAL FUND

The General Fund’s revenue structure is fundamentally sound but exposed to economic cycles, particularly development activity. Recent growth has been positive in the aggregate, although its composition requires conservative forecasting.

Property taxes remain the most stable source of revenue, driven by steady increases in assessed value and long-term real estate appreciation. The two-mill City increase (*Tax Revenue*) and five-mill FSA increase (included in *Other County Revenue*) are reflected in the property tax projection.

Business license, permitting, and related development revenues are more variable, closely tied to construction cycles and private investment. Across the General Fund, nearly 40% of revenues are tied to development activity — a material strength in expansion and a comparable risk in contraction.

Revenues from the Local Government Fund, MASC Insurance License Tax, franchise fees, and service charges remain relatively stable but are subject to external policy conditions. Simpsonville leads its peers in MASC revenue, a structural advantage within the revenue base but not a growth revenue.

Revenue projections apply conservative growth assumptions calibrated to recent trend data, with explicit sensitivity testing on development-driven line items. The fund balance policy and working floor exist precisely to absorb revenue volatility without disruption to operations.

## OTHER MAJOR FUNDS

**Public Works Enterprise.** An increase in the annual Public Works fee from \$167 to \$228 establishes a durable funding mechanism for solid waste services — weekly roll cart service, leaf and brush removal, and white goods pickup. Unchanged for eight years, the prior fee was no longer sufficient to support enterprise-level operation. The revised fee enables the program to operate as a true enterprise and supports \$7.7 million in new and replacement equipment over the coming decade.

**Sewer Enterprise.** The Sewer Fund pays for reliable sewage collection from residential and commercial users in the City. The fund remains in solid financial condition, with fees and operating expenses in alignment. No adjustments are necessary this fiscal year.

**Hospitality & Accommodations.** This restricted fund captures revenues from the local hospitality and accommodations taxes, which under South Carolina law may be used only for tourism-related purposes. For FY 2026–27, H&A supports visitor marketing, arts and cultural programming, and improvements to parks and recreational facilities. H&A proceeds are also the payment source for the Series 2021 Accommodations and Hospitality Revenue Bond, the primary funding mechanism for the Downtown Streetscape.

**Capital Projects.** The Capital Projects Fund serves as the General Fund’s “savings account,” used to fund planned investments of \$5,000 or more in depreciable equipment. It is the funding source for major projects not otherwise covered by enterprise or restricted accounts — typically within Public Safety, Public Works, and Administration.

## PERSONNEL

Personnel costs in the FY 2026–27 budget reflect the addition of previously missing key positions and a one-time adjustment to align compensation with the midpoint of the regional labor market.

The budget supports 218.5 full-time equivalent positions, a net increase of 7.5 from the prior fiscal year. New positions address fire service requirements, asphalt repair projects, athletics and theater management, and grants and special projects coordination. To the greatest extent possible, these positions are funded through restricted or enterprise accounts.

Alongside the market adjustment, the budget implements a new classification and compensation structure composed of 22 pay grades, each anchored to a minimum, midpoint, and maximum salary benchmarked against regional peer data. The structure establishes a consistent basis for position placement, annual adjustment, and internal career progression, replacing a legacy approach that had produced compression at the lower grades and inconsistency across departments.

The compensation adjustment itself closes a gap that had widened over several years. It constitutes a one-time correction rather than the beginning of an elevated growth pattern, and future personnel cost increases are expected to return to typical, incremental level.

<i>Grade</i>	<i>Minimum</i>	<i>Median</i>	<i>Max</i>	<i>Grade</i>	<i>Minimum</i>	<i>Median</i>	<i>Max</i>
1	\$29,141	\$34,969	\$43,711	12	\$69,736	\$83,684	\$104,604
2	\$32,831	\$39,398	\$49,247	13	\$73,427	\$88,112	\$110,140
3	\$36,522	\$43,826	\$54,783	14	\$77,117	\$92,541	\$115,676
4	\$40,212	\$48,255	\$60,319	15	\$80,808	\$96,969	\$121,212
5	\$43,903	\$52,684	\$65,854	16	\$84,498	\$101,398	\$126,747
6	\$47,593	\$57,112	\$71,390	17	\$90,034	\$108,041	\$135,051
7	\$51,284	\$61,541	\$76,926	18	\$97,415	\$116,898	\$146,122
8	\$54,974	\$65,969	\$82,462	19	\$104,796	\$125,755	\$157,194
9	\$58,665	\$70,398	\$87,997	20	\$112,177	\$134,612	\$168,265
10	\$62,355	\$74,826	\$93,533	21	\$119,558	\$143,469	\$179,337
11	\$66,046	\$79,255	\$99,069	22	\$126,939	\$152,327	\$190,408

**Table 1: Classification & Compensation Schedule**

## CAPITAL IMPROVEMENT PLAN

The ten-year, \$59.2 million Capital Improvement Plan reflects both current investment priorities and the reality of deferred infrastructure needs. The CIP is a working document reviewed annually and encompasses projects across all departments and funding streams.

<i>FY</i>	<i>CIP Items</i>	<i>Annual Cost</i>
2026-27	31	\$ 11,572,500
2027-28	13	\$ 9,956,800
2028-29	17	\$ 11,331,603
2029-30	16	\$ 3,125,205
2030-31	16	\$ 4,764,000
2031-32	14	\$ 3,470,800
2032-33	13	\$ 6,803,917
2033-34	13	\$ 2,160,000
2034-35	9	\$ 2,222,000
2035-36	5	\$ 3,820,000
<b>Total</b>	<b>147</b>	<b>\$ 59,226,825</b>

**Table 2: 10-Year Capital Improvement Plan Overview**

This year's budget includes over \$11.5 million in targeted capital investments, balancing immediate needs against financial capacity. Highlights include:

- **Downtown Streetscape** — \$7.7 million, year one of a \$23.1 million three-year program, funded through General Fund resources and bond proceeds
- **Facility and Technology** — Purvis fire station alerting system, along with asset management, finance, and law enforcement software
- **Parks and Recreation** — upgrades to the Senior Center and Woodside Gym, and improvements at Woodside, Heritage, Forest, and Liberty Parks
- **Fleet and Equipment** — one asphalt patch truck, bucket truck, garbage truck, and leaf truck

Projects were prioritized based on operational necessity, asset condition, risk mitigation, and financial capacity. The ten-year model applies realistic revenue growth assumptions, matches the City's debt and leasing philosophy to each project type, and identifies where fund balance and debt capacity become binding

constraints. The City will continue to pursue grants, state cost-share programs, and partnerships to address remaining needs. This year's budget includes the following projects:

<i>Department</i>	<i>Project</i>	<i>Fund</i>	<i>Funding Source</i>	<i>FY 2026-27</i>
<i>Public Works</i>	Roll Cart Building	Capital Projects	Fund Balance	\$ 71,000
<i>Public Works</i>	Patch Truck	Capital Projects	Fund Balance	\$ 325,000
<i>Public Works</i>	Walking Mower	H&A	Fund Balance	\$ 20,000
<i>Public Works</i>	Snowplow	Capital Projects	Fund Balance	\$ 15,000
<i>Public Works</i>	Spreader	H&A	Fund Balance	\$ 21,500
<i>Public Works</i>	Stand on Mower	H&A	Fund Balance	\$ 13,000
<i>Public Works</i>	Zero Turn Mower	H&A	Fund Balance	\$ 17,000
<i>Public Works</i>	Portable Compressor	Capital Projects	Fund Balance	\$ 30,000
<i>Public Works</i>	Utility Trailer	Capital Projects	Fund Balance	\$ 15,000
<i>Public Works</i>	Bucket Truck	Capital Projects	Fund Balance	\$ 175,000
<i>Public Works</i>	Light Plant	Capital Projects	Fund Balance	\$ 30,000
<i>Fire</i>	Heavy Rescue Truck	Capital Projects	Fund Balance	\$ 750,000
<i>Fire</i>	Fire Engine (Year 1 of 4)	Capital Projects	Fund Balance	\$ 300,000
<i>Fire</i>	Purvis Alerting Station 2-6	Capital Projects	Fund Balance	\$ 237,000
<i>Fire</i>	Roof and Door Operators Station 2	Capital Projects	Fund Balance	\$ 35,000
<i>Sewer</i>	Mr. Manhole	Sewer Fund	Fund Balance	\$ 70,000
<i>Sewer</i>	Right-of-Way Mower	Sewer Fund	Fund Balance	\$ 40,000
<i>Sewer</i>	Storage Building	Sewer Fund	Fund Balance	\$ 140,000
<i>Sanitation</i>	Garbage Truck	Enterprise	Fund Balance	\$ 360,000
<i>Sanitation</i>	Garbage Truck Parts	Enterprise	Fund Balance	\$ 145,000
<i>Sanitation</i>	Leaf Truck (1/2 Share)	Enterprise	Fund Balance	\$ 145,000

<i>Department</i>	<i>Project</i>	<i>Fund</i>	<i>Funding Source</i>	<i>FY 2026-27</i>
<i>Sanitation</i>	Leaf Truck (1/2 Share)	H&A	Fund Balance	\$ 145,000
<i>Sanitation</i>	Roll Carts	Enterprise	Fund Balance	\$ 32,000
<i>Parks &amp; Rec</i>	Senior Center Improvements	Capital Projects	Fund Balance	\$ 266,000
<i>Parks &amp; Rec</i>	Heritage Park Improvements	H&A	Fund Balance	\$ 150,000
<i>Parks &amp; Rec</i>	Woodside Park Improvements	H&A	Fund Balance	\$ 150,000
<i>Parks &amp; Rec</i>	College Park Improvements	General Fund	GCRA Grant	\$ 150,000
<i>Parks &amp; Rec</i>	Forest Park Improvements	H&A	Fund Balance	\$ 20,000
<i>Parks &amp; Rec</i>	Arts Center Improvements	H&A	Fund Balance	\$ 5,000
<i>Administration</i>	Downtown Streetscape	Capital Projects	Fund Balance	\$ 7,700,000
			<b>FY 2026-27 Total</b>	<b>\$ 11,572,500</b>

**Table 3: FY 2026-27 Capital Improvement Plan**

## FLEET MANAGEMENT

The City is implementing a structured fleet management strategy anchored by a master lease program with Enterprise Fleet Management. The program will be rolled out over five fiscal years and will incorporate nearly all of the City's light- and medium-duty vehicles.

Fleet replacement has historically been inconsistent, producing aging vehicles, higher maintenance costs, and operational inefficiencies. The lease program establishes a predictable replacement cycle, aligns costs with asset life, and reduces deferred maintenance risk while preserving the City's debt capacity for major capital investments.

## DEBT & LONG-TERM LIABILITIES

The City uses long-term debt conservatively, reserving it for major infrastructure with extended useful lives. The objective is to balance infrastructure requirements with long-term financial capacity, keeping debt obligations manageable and aligned with asset lifecycles.

The City currently carries a Moody's Aa1 rating on its general obligation debt — a strong rating reflecting sound financial management, adequate reserves, and a manageable debt burden. Maintaining it requires continued attention to fund balance, liquidity, debt service coverage, and long-term liability growth.

Planned debt activity in FY 2026–27 consists only of scheduled payments on three existing issuances: Installment Purchase Revenue Bond Series 2021, Accommodations & Hospitality Revenue Bond Series 2021, and Sewer Bonds Series 2016 and 2026. Projected debt service coverage remains well above policy minimums.

Other long-term liabilities — including the City's proportional share of pension liabilities — are monitored annually and disclosed in the Comprehensive Annual Financial Report. Future General Obligation bond issuances are contemplated in the Capital Improvement Plan and will be evaluated against rating-agency thresholds in advance of issuance.

## SUMMARY

The FY 2026–27 Budget addresses long-standing structural issues in compensation, asset management, and financial policy, establishing a more durable path forward.

The General Fund remains structurally sound notwithstanding pressures from rising personnel costs, increased service demands, and reliance on variable revenue sources. The Sewer, Public Works Enterprise, and Hospitality & Accommodations funds each support their core purposes without subsidy from the General Fund, and the Capital Projects Fund continues to serve as the principal vehicle for non-enterprise capital investment. The new master lease will bring predictable budgeting and rotation to the City's vehicle fleet.

Structural alignment of recurring revenues with recurring expenditures is an ongoing effort rather than a one-time achievement. What the budget provides is a credible, transparent starting point — one that makes the true cost of service visible, aligns recurring revenues with recurring obligations, and preserves the financial capacity required to carry that alignment forward. The discipline that produced the document will be required in every budget cycle to come.

## IV. REVENUES & EXPENDITURES

The FY 2026–27 General Fund is balanced at \$39,741,925, supported by \$29,450,823 in recurring revenues (up 14.8% from FY 2025–26), \$11,088,602 in transfers in from other funds, and an offsetting transfer out to the Capital Projects Fund of \$797,500.

Growth in recurring revenues is concentrated in three lines. Tax Revenue is up \$1.23 million (+13.8%), reflecting the two-mill City millage increase together with organic growth in assessed value. Other County Revenue, which includes Fire Service Area contract receipts, is up \$1.23 million (+22.9%), reflecting the five-mill FSA millage increase. Permits and Licenses are up \$1.08 million (+16.1%), consistent with continued strength in development activity. Grants are up approximately \$305,000 on identified awards, and the remaining revenue lines — Franchise Fees, Court Fines, Other State Revenue, and Other Revenue — are held essentially flat, consistent with the conservative forecasting approach described earlier in this document.

Transfers into the General Fund follow the structural pattern of the City’s fund architecture: \$1,291,590 from the H&A Fund, \$241,230 from the Sewer Fund, and \$57,039 from the Public Works Enterprise Fund in administrative and overhead allocations, and \$9,498,743 from the Capital Projects Fund representing the year-one draw on the Streetscape. Operating expenditures are supported by recurring revenues; transfers are used to align capital resources with capital obligations.

The City’s other major funds — Hospitality & Accommodations (\$4,750,000), Public Works Enterprise (\$2,303,000), Sewer (\$2,340,000), Arts Center (\$118,000), and Victims Advocate (\$26,000) — generate their own dedicated revenue streams and are discussed in the departmental sections below. The following table provides a summary of FY 2026-27 revenue, other financing sources, and transfers.

<b>Revenue Type</b>	<b>Actual 2024-2025</b>	<b>Budgeted 2025-2026</b>	<b>Year to Date 3/31/2026</b>	<b>Proposed 2026-2027</b>
<i>Tax Revenue</i>	\$ 9,638,498	\$ 8,948,000	\$ 9,490,538	\$ 10,182,334
<i>Franchise Fees</i>	\$ 1,846,531	\$ 1,850,000	\$ 1,227,598	\$ 1,839,000
<i>Permits, License</i>	\$ 7,391,974	\$ 6,672,800	\$ 2,482,794	\$ 7,748,800
<i>Grants</i>	\$ 301,426	\$ 344,000	\$ 337,399	\$ 648,600
<i>Court Fines</i>	\$ 151,002	\$ 151,000	\$ 84,091	\$ 151,000
<i>Other County Revenue</i>	\$ 5,673,300	\$ 5,386,000	\$ 4,787,913	\$ 6,617,025
<i>Other State Revenue</i>	\$ 806,042	\$ 914,000	\$ 1,025,000	\$ 1,024,000
<i>Other Revenue</i>	\$ 1,442,646	\$ 1,393,664	\$ 1,240,064	\$ 1,240,064
<b>TOTAL REVENUE</b>	<b>\$ 27,251,419</b>	<b>\$ 25,659,464</b>	<b>\$ 20,675,397</b>	<b>\$ 29,450,823</b>
<i>Other Financing Sources- Transfer in from H&amp;A</i>				\$ 1,291,590
<i>Other Financing Sources- Transfer in from Sewer Fund</i>				\$ 241,230
<i>Other Financing Sources- Transfer in from Public Works</i>				\$ 57,039
<i>Other Financing Sources- Transfer in from Capital Projects</i>				\$ 9,498,743
<b>Total- Other Financing Sources</b>				<b>\$ 11,088,602</b>
<i>Other Financing Uses- Transfer to Capital Project Fund</i>				\$ (797,500)
<b>Total- Other Financing Uses</b>				<b>\$ (797,500)</b>
<b>Total Revenue- After Other Financing Sources/Uses</b>				<b>\$ 39,741,925</b>

**Table 4: General Fund Revenues & Other Financing by Source**

## ADMINISTRATION

The Administration function spans three General Fund cost centers: Mayor and Council, Administration–Court, and Administration–City Hall. Mayor and Council is budgeted at \$163,225 (up 2.4% from FY 2025–26), covering routine Council operations and discretionary ward allocations. Administration–Court is budgeted at \$395,100 (up 5.3%), covering municipal court personnel and operating costs.

Administration–City Hall totals \$12.6 million in FY 2026–27, with approximately \$3.9 million in core operating costs and \$8.7 million in capital items budgeted here for initiatives that serve the organization. The increase in City Hall budgeting primarily reflects centralized capital accounting, not growth in administrative overhead. Operating costs include personnel (\$1.5 million), operating expenses (\$1.6 million), and scheduled debt service on the Series 2021 Installment Purchase Revenue Bond (\$803,044). Within operating, the principal FY 2026–27 additions are investments in core back-office systems — new financial software with a procurement portal and new payroll software, supporting departments across the organization. A new Special Projects Coordinator position is included in this appropriation.

The department’s \$8.7 million capital appropriation consolidates three program-level initiatives. The Streetscape project is budgeted here as a capital pass-through at \$7.7 million — the first of three installments in a \$23.1 million program funded through Capital Projects Fund balance and Series 2021 Accommodations & Hospitality Revenue Bond proceeds. The new master lease program for light- and medium-duty vehicles is administered centrally from this department, although the vehicles themselves are deployed to Police, Fire, Public Works, and Parks and Recreation as noted in each department’s capital detail.

<i>Department</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<b>MAYOR/COUNCIL- 571</b>				
<i>Personnel</i>	\$ 100,255.14	\$ 119,471.00	\$ 83,765.54	\$ 123,000.00
<i>Operating</i>	\$ 9,720.58	\$ 10,700.00	\$ 7,663.81	\$ 11,000.00
<i>Discretionary Fund-Mayor</i>	\$ 3,327.65	\$ 4,175.00	\$ 2,698.77	\$ 4,175.00
<i>Discretionary Fund-Ward 1</i>	\$ 1,971.56	\$ 4,175.00	\$ 1,549.92	\$ 4,175.00
<i>Discretionary Fund-Ward 2</i>	\$ 1,826.22	\$ 4,175.00	\$ 1,335.50	\$ 4,175.00
<i>Discretionary Fund-Ward 3</i>	\$ 1,935.42	\$ 4,175.00	\$ 1,799.87	\$ 4,175.00
<i>Discretionary Fund-Ward 4</i>	\$ 1,582.92	\$ 4,175.00	\$ 2,479.98	\$ 4,175.00
<i>Discretionary Fund-Ward 5</i>	\$ 2,104.82	\$ 4,175.00	\$ 2,171.18	\$ 4,175.00
<i>Discretionary Fund-Ward 6</i>	\$ 1,272.25	\$ 4,175.00	\$ 1,678.60	\$ 4,175.00
<b>TOTAL EXPENSES</b>	\$ 123,996.56	\$ 159,396.00	\$ 105,143.17	\$ <b>163,225.00</b>
<b>ADMINISTRATION/COURT-581</b>				
<i>Personnel</i>	\$ 242,041.42	\$ 266,880.00	\$ 178,714.20	\$ 290,000.00
<i>Operating</i>	\$ 69,858.84	\$ 108,300.00	\$ 43,369.11	\$ 105,100.00
<b>TOTAL EXPENSES</b>	\$ 311,900.26	\$ 375,180.00	\$ 222,083.31	\$ <b>395,100.00</b>

**Table 5: City Council & Court Budget**

<i>Department</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<b>ADMINISTRATION/CITY HALL-591</b>				
<i>Personnel</i>	\$ 1,175,690.99	\$ 1,808,520.00	\$ 876,176.67	\$ 1,500,000.00
<i>Operating</i>	\$ 1,225,757.75	\$ 1,054,279.00	\$ 965,838.48	\$ 1,552,001.00
<i>Debt Service</i>	\$ 118,545.22	\$ 917,292.00	\$ -	\$ 803,044.00
<i>Municipal Complex</i>	\$ 3,070,949.01	\$ -	\$ 756,746.45	-
<i>Capital Outlay</i>	\$ -	\$ -	\$ -	\$ 8,715,520.00
<i>Contingency</i>	\$ 17,863.99	\$ 40,000.00	\$ 39,962.36	\$ 40,000.00
<b>TOTAL EXPENSES</b>	\$ 5,608,806.96	\$ 3,820,091.00	\$ 2,638,723.96	\$ <b>12,610,565.00</b>

**Table 6: Administration Department Budget**

## POLICE, DISPATCH, AND VICTIMS ADVOCATE

The Police Department is budgeted at \$7,450,000 for FY 2026–27 (up 3.7% from FY 2025–26) and Police Dispatch at \$889,200 (up 5.1%), for a combined \$8.3 million. Together with the Fire Department, Public Safety accounts for the largest share of General Fund expenditures. Personnel drives the majority of both budgets — \$5,998,070 in Police and \$860,155 in Dispatch — and reflects the 50th-percentile compensation reset applied City-wide. Operating costs of \$1.35 million in Police and \$29,045 in Dispatch are generally consistent with FY 2025–26 levels. The Victims Advocate Fund, a small, restricted fund budgeted at \$26,000 in revenue and \$25,750 in expenditures and financed principally through court-imposed surcharges, supports the City’s victim services program and operates in close coordination with both the Police Department and Municipal Court.

Capital for FY 2026–27 includes 23 vehicles acquired through the master lease program, five Toughbook computers with docks, and two lighted golf cars. Longer-horizon Police capital items — body cameras, Tasers, in-car cameras, firearms replacement, and a significant radio system update in the outer years — are programmed into the ten-year CIP at their appropriate replacement intervals.

<i>Department</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<b>POLICE-601</b>				
<i>Personnel</i>	\$ 4,625,844.55	\$ 5,500,126.00	\$ 3,566,131.69	\$ 5,998,070.00
<i>Operating</i>	\$ 1,039,147.72	\$ 1,195,998.00	\$ 780,477.30	\$ 1,353,197.00
<i>Grants</i>	\$ 1,962.97	\$ -	\$ -	\$ -
<i>Capital</i>	\$ 359,447.39	\$ 487,791.00	\$ 326,627.17	\$ 98,733.00
<i>Contingency</i>	\$ -	\$ 3,000.00	\$ -	\$ -
<b>TOTAL EXPENSES</b>	\$ 6,026,402.63	\$ 7,186,915.00	\$ 4,673,236.16	\$ 7,450,000.00
<b>POLICE/DISPATCH-602</b>				
<i>Personnel</i>	\$ 726,611.04	\$ 816,706.00	\$ 501,294.35	\$ 860,155.00
<i>Operating</i>	\$ 12,018.55	\$ 29,056.00	\$ 10,592.31	\$ 29,045.00
<b>TOTAL EXPENSES</b>	\$ 738,629.59	\$ 845,762.00	\$ 511,886.66	\$ 889,200.00

**Table 7: Police Department & Police Dispatch Budget**

<i>Department</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<b>VICTIMS ADVOCATE FUND</b>				
<i>Revenue</i>	\$ 26,993.52	\$ 26,000.00	\$ 14,483.11	\$ 26,000.00
<i>Expenditures</i>	\$ 25,730.66	\$ 25,750.00	\$ 3,257.29	\$ 25,750.00
<b>NET</b>	\$ 1,262.86	\$ 250.00	\$ 11,225.82	\$ 250.00

**Table 8: Victims Advocate Fund Budget**

## FIRE

The Fire Department is budgeted at \$10,725,000 for FY 2026–27, an increase of 25.4% over FY 2025–26. Personnel accounts for \$8.53 million and is the principal driver of the increase, reflecting both the compensation reset and the stabilization of staffing for positions served under the Fire Service Area contract. The five-mill FSA millage increase flows into General Fund tax revenue and is sized in direct relationship to the cost of delivering fire service within the FSA footprint. Operating and grants total \$1.17 million.

Capital for FY 2026–27 totals \$1.02 million, funding the Purvis alerting systems at Stations 2–6, roof and door operator replacement at Station 2, and three vehicles through the master lease. The budget also includes a \$300,000 transfer to the Capital Projects Fund — year one of four — to pre-fund replacement of a Fire engine in FY 2029-30. This advance accumulation strategy reflects the City’s “match the financing to the asset” philosophy, and larger apparatus replacements in the outer years are programmed into the ten-year CIP.

<i>Department</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<b><i>FIRE-661</i></b>				
<i>Personnel</i>	\$ 7,314,182.16	\$ 7,532,278.00	\$ 6,882,023.40	\$ 8,532,900.00
<i>Operating</i>	\$ 827,832.11	\$ 905,300.00	\$ 542,846.51	\$ 984,500.00
<i>Grants</i>	\$ 32,353.40	\$ 4,500.00	\$ 38,145.00	\$ 180,600.00
<i>Capital</i>	\$ 214,257.25	\$ 110,000.00	\$ 99,862.04	\$ 1,022,000.00
<i>Contingency</i>	\$ 4,382.43	\$ -	\$ -	\$ 5,000.00
<b><i>TOTAL EXPENSES</i></b>	<b>\$ 8,393,007.35</b>	<b>\$ 8,552,078.00</b>	<b>\$ 7,562,876.95</b>	<b>\$ 10,725,000.00</b>

**Table 9: Fire Department Budget**

## HOSPITALITY AND ACCOMMODATIONS FUND

The Hospitality & Accommodations (H&A) Fund captures revenues from the City's local hospitality tax on prepared food and beverages as well as the local accommodations tax on lodging. Both are restricted under South Carolina law to tourism-related purposes, and together they represent the City's largest restricted funding source and one of the principal vehicles for investment in parks, cultural programming, and Downtown.

The H&A Fund is budgeted at \$4,750,000 in revenues for FY 2026–27, up from \$4,550,000 adopted in FY 2025–26. Food tax collections account for the bulk of the fund at \$4.0 million, reflecting continued growth in the City's dining activity. Accommodations tax receipts are projected at \$450,000, a modest increase over the prior-year adopted figure consistent with measured growth in overnight visitation. Interest earnings on the fund's substantial balance are projected at \$300,000, revised downward from earlier-cycle estimates to reflect current yield expectations.

Expenditures in the H&A Fund are budgeted at \$2,141,781 before transfers, anchored by \$1,280,750 in scheduled debt service on the Series 2021 Accommodations & Hospitality Revenue Bond — the instrument funding the Downtown Streetscape. Operating appropriations of \$248,000 support visitor marketing, community events, and tourism-related programming. Capital outlay of \$613,031 funds direct H&A capital investment, principally at Heritage Park, the Arts Center, Woodside Park, and Forest Park, along with equipment supporting the parks and beautification operations that maintain these tourism-serving facilities.

The fund transfers \$1,291,590 to the General Fund and \$145,000 to the Public Works Enterprise Fund in FY 2026–27, representing allowable allocations for tourism-related services delivered through those operations. After transfers, the H&A Fund closes the year with a net position of \$1,171,629, consistent with the deliberate stewardship of fund balance required to support the second and third installments of the Streetscape in FYs 2027-28 and FY 2028-29. Over the ten-year Capital Improvement Plan, H&A is the designated funding source for \$8.7 million in parks, facility, and beautification investment beyond the Downtown Streetscape, making it one of the most important long-horizon capital vehicles in the City's fund architecture.

<i>H&amp;A Revenue Type</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<i>Food Tax Collections</i>	\$ 3,541,382.87	\$ 3,800,000.00	\$ 2,538,359.93	\$ 4,000,000.00
<i>Accommodations Tax Collections</i>	\$ 533,459.47	\$ 400,000.00	\$ 306,672.96	\$ 450,000.00
<i>Interest Income</i>	\$ 979,311.43	\$ 350,000.00	\$ 572,121.13	\$ 300,000.00
<i>Misc.</i>	\$ 180.00	\$ -	\$ 61.27	\$ -
<i>Special Projects</i>	\$ 196,754.17	\$ -	\$ -	\$ -
<i>Streetscape-State Budget</i>	\$ 1,000,000.00	\$ -	\$ -	\$ -
<i>Swamp Rabbit Trail-Grant Revenue</i>	\$ 50,000.00	\$ -	\$ -	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 6,301,087.94</b>	<b>\$ 4,550,000.00</b>	<b>\$ 3,417,215.29</b>	<b>\$ 4,750,000.00</b>

Table 10: Hospitality & Accommodations Revenue

<i>H&amp;A Expenditure Type</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<i>H&amp;A Revenue Bond-Principal</i>	\$ 755,000.00	\$ 785,000.00	\$ 785,000.00	\$ 825,000.00
<i>H&amp;A Revenue Bond-Interest</i>	\$ 525,200.00	\$ 495,000.00	\$ 495,000.00	\$ 455,750.00
<b>Total Debt Expenditures</b>	<b>\$ 1,280,200.00</b>	<b>\$ 1,280,000.00</b>	<b>\$ 1,280,000.00</b>	<b>\$ 1,280,750.00</b>
<i>Operating</i>	\$ 42,327.93	\$ 153,000.00	\$ 77,557.60	\$ 248,000.00
<i>Capital Outlay</i>	\$ 8,374,805.14	\$ 932,621.00	\$ 748,507.53	\$ 613,031.00
<i>Contingency</i>	\$ -	\$ 50,000.00	\$ -	\$ -
<b>Total Other Expenditures</b>	<b>\$ 8,417,133.07</b>	<b>\$ 1,135,621.00</b>	<b>\$ 826,065.13</b>	<b>\$ 861,031.00</b>
<b>Total Expenditures before Transfers</b>	<b>\$ 9,697,333.07</b>	<b>\$ 2,415,621.00</b>	<b>\$ 2,106,065.13</b>	<b>\$ 2,141,781.00</b>
<i>Transfer to General Fund</i>	\$ (6,488,594.02)	\$ (650,505.00)	\$ -	\$ (1,291,589.78)
<i>Transfer to Public Works</i>	\$ -	\$ -	\$ -	\$ (145,000.00)
<b>Net After Transfers</b>	<b>\$ (9,884,839.15)</b>	<b>\$ 1,483,874.00</b>	<b>\$ 1,311,150.16</b>	<b>\$ 1,171,629.22</b>

Table 11: Hospitality & Accommodations Expenditures

**PUBLIC WORKS, SEWER ENTERPRISE, AND SANITATION ENTERPRISE**

Public Works activity in this budget spans four operations across three funds: General Fund Public Works and its Garage division (771 and 774), the Public Works Enterprise Fund (sanitation), and the Sewer Fund.

General Fund Public Works is budgeted at \$3,794,050 combined across Public Works and the Garage. The increase from FY 2025–26 reflects several concurrent investments in the department’s operating and capital capacity: the compensation reset applied across both divisions, a new asphalt patch truck with two associated positions dedicated to paving, a new snowplow, a new roll cart storage building, five vehicles through the master lease program, and new asset management software. Capital additions total \$1.40 million, supporting the equipment and facility needs associated with expanded service delivery.

<i>Department</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<b><i>PUBLIC WORKS-771</i></b>				
<i>Personnel</i>	\$ 779,908.67	\$ 1,129,505.00	\$ 671,375.36	\$ 1,304,000.00
<i>Operating</i>	\$ 1,633,844.65	\$ 494,000.00	\$ 325,132.47	\$ 650,450.00
<i>Grants</i>	\$ 7,799.53	\$ 8,000.00		\$ 8,000.00
<i>Capital</i>	\$ 143,041.79	\$ 392,500.00	\$ 119,735.74	\$ 1,396,000.00
<i>Infrastructure-CTC Road Project</i>	\$ 33,817.54	\$ 250,000.00	\$ 127,728.82	
<b><i>TOTAL EXPENSES</i></b>	<b>\$ 2,598,412.18</b>	<b>\$ 2,274,005.00</b>	<b>\$ 1,243,972.39</b>	<b>\$ 3,358,450.00</b>
<b><i>PUBLIC WORKS/GARAGE-774</i></b>				
<i>Personnel</i>	\$ 145,791.80	\$ 274,961.00	\$ 113,981.77	\$ 314,650.00
<i>Operating</i>	\$ 84,416.84	\$ 91,640.00	\$ 63,114.87	\$ 112,950.00
<i>Capital</i>	\$ 6,958.13			\$ 8,000.00
<i>Contingency</i>		\$ 3,000.00		\$ -
<b><i>TOTAL EXPENSES</i></b>	<b>\$ 237,166.77</b>	<b>\$ 369,601.00</b>	<b>\$ 177,096.64</b>	<b>\$ 435,600.00</b>

**Table 12: Public Works General & Garage Budget**

The Public Works Enterprise Fund is budgeted at \$2,385,147 in expenditures against \$2,303,000 in fee revenues, supported by a modest interfund transfer. The fund closes with a small surplus of \$5,813 — a meaningful shift, as the \$228 Public Works fee adjustment restores enterprise-level operation for the first time in years. Capital in FY 2026–27 includes a new garbage truck and a new leaf truck, with an ongoing equipment replacement schedule programmed into the CIP against projected fee revenues. The fund also covers the City match to the CTC street resurfacing program.

<i>Enterprise Fund-Sanitation Division</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<i>Enterprise Revenues</i>	\$ 1,674,348.59	\$ 1,673,000.00	\$ 1,649,885.80	\$ 2,303,000.00
<i>Enterprise Expenditures</i>	\$ 1,757,045.43	\$ 1,377,165.00	\$ 884,342.35	\$ 2,385,147.00
<i>Transfers</i>	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ 87,960.00
<b>Net</b>	\$ (332,696.84)	\$ 45,835.00	\$ 515,543.45	\$ <b>5,813.00</b>

**Table 13: Enterprise Fund-Sanitation Division Budget**

The Sewer Fund is budgeted at \$1,869,500 in expenditures against \$2,340,000 in revenues, with a \$241,230 transfer to the General Fund for administrative overhead. Net operating position is a \$229,270 surplus. Capital in FY 2026–27 totals \$250,000 — a Mr. Manhole point-repair unit, a right-of-way mower, and an equipment storage building. The ten-year Sewer CIP programs \$2.065 million in equipment replacement, funded entirely from Sewer Fund balance without recourse to debt or General Fund subsidy.

<i>Enterprise Fund-Sewer Division</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<i>Sewer Revenues</i>	\$ 7,306,877.11	\$ 2,270,000.00	\$ 3,556,823.08	\$ 2,340,000.00
<i>Sewer Expenditures</i>	\$ 1,381,338.03	\$ 1,108,724.00	\$ 761,125.23	\$ 1,869,500.00
<i>Transfers</i>	\$ (244,512.00)	\$ (266,122.00)	\$ (266,122.00)	\$ (241,229.52)
<b>Net</b>	\$ 5,681,027.08	\$ 895,154.00	\$ 2,529,575.85	\$ <b>229,270.48</b>

**Table 14: Enterprise Fund-Sewer Division Budget**

## PARKS, RECREATION, AND ARTS CENTER

Parks and Recreation comprises three General Fund cost centers — Recreation (881), Heritage Park operations (882), and the Heritage Park Amphitheatre (883) — together with the Arts Center, a restricted fund. The combined General Fund appropriation is \$3,714,785 for FY 2026–27, up 23.9% from FY 2025–26. The increase reflects the compensation reset applied to existing positions, the addition of a new Athletic Coordinator position and a part-time Theater Coordinator (both H&A-funded), and meaningful capital investment at the Senior Center and Heritage Park.

The Arts Center is budgeted as a self-supporting restricted fund at \$118,000 in revenues and \$117,825 in expenditures for FY 2026–27, a substantial step up from its \$52,000 operating level in FY 2025–26. The expanded budget supports broader programming and the Theater Coordinator noted above, with capital investment at the Arts Center programmed through the H&A Fund over the ten-year horizon.

Capital additions across Parks, Recreation, and the Arts Center in FY 2026–27 include six vehicles through the master lease, two minibuses for the Senior Center, a new floor scrubber, window replacement and HVAC replacement at the Senior Center, and the Woodside Gym floor rebuild. H&A-funded capital additions include initial improvements at Heritage Park, Woodside Park, Forest Park, and the Arts Center, along with a GCRA grant supporting improvements at College Park. The ten-year CIP reflects a substantial and sustained commitment to Heritage Park — approximately \$6.8 million cumulatively — along with continued investment at the Senior Center, Alder, Gracely, Woodside, College, Forest, and Liberty Parks, and the Arts Center. H&A fund balance is the principal funding source for the Parks and Recreation CIP, consistent with South Carolina statutory authority for H&A revenue use.

<i>Department</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<b>RECREATION-881</b>				
<i>Personnel</i>	\$ 1,167,117.92	\$ 1,416,063.00	\$ 890,844.23	\$ 1,469,315.00
<i>Operating</i>	\$ 420,733.74	\$ 430,605.00	\$ 285,487.21	\$ 459,479.00
<i>Grants</i>	\$ 29,176.66	\$ 39,239.00	\$ 2,221.56	\$ 184,956.00
<i>Capital</i>	\$ -	\$ 24,250.00	\$ -	\$ 266,000.00
<i>Contingency</i>	\$ 2,317.47	\$ -	\$ -	\$ -
<b>TOTAL EXPENSES</b>	\$ 1,619,345.79	\$ 1,910,157.00	\$ 1,178,553.00	\$ <b>2,379,750.00</b>
<b>RECREATION/HP-882</b>				
<i>Personnel</i>	\$ 389,682.63	\$ 391,271.00	\$ 358,093.94	\$ 572,650.00
<i>Operating</i>	\$ 662,049.21	\$ 636,996.00	\$ 496,011.52	\$ 706,385.00
<i>Capital</i>	\$ 43,506.96	\$ -	\$ -	\$ -
<i>Contingency</i>	\$ -	\$ -	\$ -	\$ 3,000.00
<b>TOTAL EXPENSES</b>	\$ 1,095,238.80	\$ 1,028,267.00	\$ 854,105.46	\$ <b>1,282,035.00</b>
<b>HP AMPHITHEATRE-883</b>				
<i>Operating</i>	\$ 52,667.29	\$ 60,640.00	\$ 47,823.58	\$ 53,000.00
<b>TOTAL EXPENSES</b>	\$ 52,667.29	\$ 60,640.00	\$ 47,823.58	\$ <b>53,000.00</b>

Table 15: Recreation General, Heritage Park & Amphitheatre Budget

<i>Department</i>	<i>Actual 2024-2025</i>	<i>Budgeted 2025-2026</i>	<i>Year to Date 3/31/2026</i>	<i>Proposed 2026-2027</i>
<b>ARTS CENTER FUND</b>				
<i>Revenue</i>	\$ 55,693.66	\$ 52,000.00	\$ 43,619.42	\$ 118,000.00
<i>Expenditures</i>	\$ 33,197.32	\$ 52,000.00	\$ 25,074.18	\$ 117,825.00
<i>Transfers</i>	\$ -	\$ -	\$ -	\$ -
<b>NET</b>	\$ 22,496.34	\$ -	\$ 18,545.24	\$ <b>175.00</b>

Table 16: Arts Center Fund Budget

## V. LOOKING AHEAD

The adoption of this budget closes one chapter and opens another. The commitments reflected in its pages — the compensation reset, the Public Works fee adjustment, the millage changes, the master lease program, the ten-year CIP — bring the City meaningfully closer to alignment between recurring revenues and recurring obligations. The work ahead consists of holding that alignment as conditions evolve.

Three realities will shape the next five years. The first is that capital investment is entering a more active phase than the City has managed in some time. Year two and year three of the Downtown Streetscape, the ramp-up of the master lease program, and continued pay-as-you-go investment in parks and public facilities will compete for the same pool of resources over the near term. The working fund balance floor described earlier in this document exists precisely to preserve the City’s flexibility to navigate those commitments on its own terms.

The second is revenue exposure. Nearly 40% of General Fund revenues remain tied to development activity, and the structural revenues that bridge the gap between per-household service cost and per-household property tax collection are stable but not growth revenues. Sustaining current service levels without periodic millage review, or continued cultivation of a stronger commercial and mixed-use tax base, is not a realistic assumption across a ten-year horizon.

The third is the broader vision for Simpsonville that informs this budget — an activated downtown, clean and safe neighborhoods, parks and public spaces that reflect the community’s aspirations, and a workforce capable of delivering on all of it. Each carries budget implications extending beyond any single cycle. The purpose of this document is not to resolve those questions, but to preserve the financial position from which they can be resolved as the City and Council come to them.

Simpsonville enters FY 2026–27 on sound footing and with a clearer view of the next ten years than it had entering FY 2025–26. That clarity is itself an asset, and the discipline that produced it will remain a requirement of every budget cycle to come.

## VI. DEPARTMENTAL PROFILES

*This section presents a brief profile for each operating department of the City: mission, services, prior-year accomplishments, current-year goals, performance highlights, staffing, and a multi-year budget summary. Profiles follow the same structure across departments to allow the reader to move easily from one to the next. Divisions and sub-units are presented within their parent department.*

## ADMINISTRATION

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### MISSION

The Administration Department provides leadership, strategic direction, and operational support for City government. Its divisions — Finance, Human Resources, Information Technology, Procurement, City Clerk, Planning and Economic Development, Judicial Services, and Special Projects — deliver the internal services that make every other department’s work possible.

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### SERVICES

Finance manages budgeting, accounting, accounts payable and receivable, financial reporting, and annual audit coordination. Human Resources oversees recruitment, benefits administration, classification and compensation, and employee relations. Information Technology supports citywide systems, network infrastructure, and cybersecurity. Procurement administers purchasing and contract management. The City Clerk maintains public records and administers Council meetings and official proceedings. Planning and Economic Development guides land use, development review, and business recruitment. Judicial Services administers municipal court operations. The City Administrator and Special Projects functions provide strategic direction and coordination of initiatives that cross departmental lines, including the Downtown Streetscape, grants pursuit, and implementation of Council priorities.

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### FY 2025–26 ACCOMPLISHMENTS

- Completion of the Municipal Complex and Gracely Park
  - \$2.7 million in federal stormwater project funding secured
  - Balanced budget maintained and successful annual audit
  - Agreement executed with Opry Entertainment Group to manage CCNB Amphitheatre
  - Initiation of Downtown Streetscape project
  - Adoption of official City anthem
  - Passage of short-term rental ordinance
  - Acquisition of property for new Liberty Park
  - Improved interest rate secured on Sewer System Revenue Refunding Bond
  - Successful transitions of new City Council member and new City Administrator
  - Awarded Tree City USA designation
- 

### FY 2026–27 GOALS

- Implement new finance, payroll, and human resources software
- Onboard new Special Projects Coordinator to manage Downtown projects and pursue grant and other outside funding opportunities
- Reposition city planner position to provide GIS services citywide
- Successfully manage Year 1 of Downtown Streetscape project
- Resolve acoustic issues in Council Chambers

- Issue new personnel handbook
- Implement annual employee performance review program
- Implement 22-grade classification and compensation structure (Archer study)
- Launch new vehicle master lease program

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**STAFFING SUMMARY**

<b>Classification</b>	<b>FY 2025–26</b>	<b>FY 2026–27</b>	<b>Change</b>
<b>Administration – Court</b>	2	2	0
<b>Administration – City Hall</b>	11	12	1
<b>Total FTE</b>	<b>13</b>	<b>14</b>	<b>1</b>

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**BUDGET SUMMARY**

	<b>FY 2024–25 Actual</b>	<b>FY 2025–26 Adopted</b>	<b>FY 2026–27 Proposed</b>	<b>% Change</b>
<b>Mayor &amp; Council</b>	\$123,997	\$159,396	\$163,225	+2.4%
<b>Administration – Court</b>	\$311,900	\$375,180	\$395,100	+5.3%
<b>Administration – City Hall</b>	\$5,608,807	\$3,820,091	\$12,610,565	+230.1%
<b>Total</b>	<b>\$6,044,704</b>	<b>\$4,354,667</b>	<b>\$13,168,890</b>	<b>+202.4%</b>

Year-over-year variance in Administration–City Hall reflects the \$7.7 million Streetscape capital pass-through, and the \$300,000 Council Chambers acoustic investment budgeted centrally in this cost center. Core operating appropriations (personnel, operating, debt service) total approximately \$3.9 million, substantially consistent with prior-year levels.

## POLICE, DISPATCH, AND VICTIMS ADVOCATE

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### MISSION

The Simpsonville Police Department is a full-service law enforcement agency dedicated to maintaining public safety and order within the community. Core responsibilities include enforcing laws, preventing crime, and protecting life and property. The department operates with a commitment to integrity, professionalism, accountability, and respect. Beyond traditional enforcement, officers engage in community-oriented policing to build trust, strengthen partnerships, and enhance overall quality of life.

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### SERVICES

Police provides patrol, investigations, traffic enforcement, community policing, school resource officer services, and training. Dispatch (Police Communications) serves as the City's public safety answering point, handling emergency and non-emergency call intake and coordinating response across Police, Fire, and partner agencies. The Victims Advocate Fund, financed principally through court-imposed surcharges, supports victim services in coordination with the Police Department and Municipal Court.

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### FY 2025–26 ACCOMPLISHMENTS

- 7% salary increase implemented
- New fingerprint system deployed
- Crash management system implemented
- Network fully upgraded to Windows 11 and CJIS compliance
- 5 vehicles added to fleet
- 2 grants secured (Walmart, TJ Maxx)
- 2 golf carts replaced
- 20 youth graduated from Summer Camp Program

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### FY 2026–27 GOALS

- Achieve market-aligned compensation: 100% of positions benchmarked and adjusted under the new classification structure
- Fill at least 70% of current departmental vacancies
- Replace one end-of-life records management system
- Execute fleet replacement through the master lease program (23 vehicles)
- Replace 2 golf carts

STAFFING SUMMARY

<i>Classification</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>Change</i>
<i>Police - Sworn</i>	51	51	0
<i>Police - Civilian</i>	4	4	0
<i>Dispatch</i>	10	10	0
<i>Total FTE</i>	65	65	0

BUDGET SUMMARY

	<i>FY 2024-25 Actual</i>	<i>FY 2025-26 Adopted</i>	<i>FY 2026-27 Proposed</i>	<i>% Change</i>
<i>Police</i>	\$6,026,403	\$7,186,915	\$7,450,000	+3.7%
<i>Dispatch</i>	\$738,630	\$845,762	\$889,200	+5.1%
<i>Victims Advocate</i>	\$25,731	\$25,750	\$25,750	0.0%
<i>Total</i>	<b>\$6,790,763</b>	<b>\$8,058,427</b>	<b>\$8,364,950</b>	<b>+3.8%</b>

## FIRE

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### MISSION

The Simpsonville Fire Department is an all-hazards public safety agency providing fire protection, emergency medical response, and specialized rescue services. The department's core functions include fire prevention (plan review, code enforcement, public education, and risk reduction) and fire suppression, supported by ongoing training, planning, and equipment maintenance. Through continuous training and daily community interaction, department personnel demonstrate a commitment to professionalism and service that ensures a high level of protection for residents and visitors.

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### SERVICES

Emergency Medical Response represents the majority of call volume, with personnel delivering Basic Life Support services that have a direct impact on life safety. The department is pursuing Advanced Life Support licensure under the South Carolina Department of Public Health in FY 2026–27. Fire Suppression and Rescue operations are delivered from six stations across the service area. Fire Prevention includes plan review, annual inspections, code enforcement, and public education. Hazardous Materials and Technical Rescue capabilities are maintained through specialized training and equipment.

The Fire Department serves both the incorporated City of Simpsonville and the Fire Service Area (FSA), an adjacent unincorporated taxing jurisdiction served under contract.

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### FY 2025–26 ACCOMPLISHMENTS

- Inaugural firefighter recognition ceremony conducted
- 5,000+ calls for service responded
- 30% cardiac arrest survivability rate achieved — more than three times the national average
- ISO rating maintained at Class 2
- \$172,000 SCORF grant secured (opioid reduction / Narcan program)
- \$10,000 grant secured (battery-operated scene lighting)
- \$26,000 grant secured (utility vehicle acquisition)
- \$30,000+ raised for the SC Burned Children's Fund (Camp Can Do), with six personnel serving as volunteer camp counselors

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### FY 2026–27 GOALS

- Achieve Advanced Life Support licensure from SC DPH by fiscal year-end
- Fund and deploy Advanced Life Support medical supplies to meet 100% of DPH requirements
- Implement opioid response program (1 FTE added; Narcan distribution and community education initiated)
- Upgrade Stations 2–6 to IP-based alerting system
- Replace two unsupported Com-Tec alerting systems (Stations 5 and 6)
- Procure additional set of medical gear for overlapping event coverage and reserve apparatus deployment

- Establish redundant internet system (Starlink) at Fire Headquarters / EOC

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#### PERFORMANCE HIGHLIGHTS

- 5,000+ calls for service responded to in FY 2024–25
- 30% cardiac arrest survivability — more than triple the national average
- ISO Class 2 rating maintained
- 6 fire stations in active service

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#### STAFFING SUMMARY

<i>Classification</i>	<i>FY 2025–26</i>	<i>FY 2026–27</i>	<i>Change</i>
<i>Fire – Shift Personnel</i>	69	72	3
<i>Fire – Administration</i>	6	6	0
<i>Total FTE</i>	<b>75</b>	<b>78</b>	<b>3</b>

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#### BUDGET SUMMARY

	<i>FY 2024–25 Actual</i>	<i>FY 2025–26 Adopted</i>	<i>FY 2026–27 Proposed</i>	<i>% Change</i>
<i>Personnel</i>	\$7,314,182	\$7,532,278	\$8,532,900	+13.3%
<i>Operating</i>	\$827,832	\$905,300	\$984,500	+8.7%
<i>Grants</i>	\$32,353	\$4,500	\$180,600	—
<i>Capital</i>	\$214,257	\$110,000	\$1,022,000	+829.1%
<i>Contingency</i>	\$4,382	—	\$5,000	—
<i>Total</i>	<b>\$8,393,007</b>	<b>\$8,552,078</b>	<b>\$10,725,000</b>	<b>+25.4%</b>

## PUBLIC WORKS

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### MISSION

The Simpsonville Public Works Department operates five divisions: Streets, Beautification, Sewer, Garage, and Sanitation. Together these divisions maintain the City's infrastructure, utilities, public spaces, and sanitation services, supporting daily operations and the quality of life of residents and visitors.

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### SERVICES

The Streets Division maintains 89 miles of City-owned streets, sidewalks, curbs, and signs. The Beautification Division manages parks, the central business district, welcome and monument signs, and all six fire stations. The Sewer Division maintains more than 106 miles of line and nearly 3,000 manholes. The Garage Division services approximately 300 pieces of City equipment. The Sanitation Division handles residential, bulk, and leaf collection, with trucks collecting thousands of tons annually on routes optimized to regional transfer stations. The Sanitation Division is supported by the Public Works Enterprise Fund, funded by the \$228 annual Public Works fee.

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### FY 2025–26 ACCOMPLISHMENTS

- Hired new Sewer Supervisor
  - Implemented Cartegraph software
  - Met all cleaning and ReWa rehabilitation goals
  - Reduced tipping fees by transitioning to MSI
  - Purchased first replacement trash truck since 2021; optimized collection routes
  - Promoted internal staff
  - Completed first in-house capital project since 2008 (Hedge Street sidewalk)
  - Increased proactive maintenance and tree work; crews serve as first responders
  - Began Gracely Park maintenance; staff attended professional training
  - Added new position with plan for full-time conversion
  - Implemented new fleet maintenance software
- 

### FY 2026–27 GOALS

- Provide Emergency Vehicle Technician training for servicing staff
- Acquire new diagnostic scan tool
- Increase staff for road maintenance
- Track assets using OpenGov software
- Maintain stormwater structures; establish street sign inventory
- Supervisor to obtain Certified Landscape Professional credential and Pesticide License
- Add nature-based education project in Gracely Park
- Assist with Liberty Park design
- Adjust sanitation routes for growth and holidays
- Purchase garbage and leaf trucks

- Acquire street sweeper for gutters and parks
- Purchase Mr. Manhole machine and Ventrac mower for off-road maintenance
- Re-certify staff to NAASCO standards
- Adjust pay for backflow certification and cross-training

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#### PERFORMANCE HIGHLIGHTS

- 106 miles of sewer line maintained
- 3,000 manholes maintained
- 300 pieces of equipment serviced
- 9 parks, 6 fire stations, and the central business district maintained

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#### STAFFING SUMMARY

<i>Classification</i>	<i>FY 2025–26</i>	<i>FY 2026–27</i>	<i>Change</i>
<i>Public Works – Streets &amp; Beautification</i>	13	15	2
<i>Public Works – Garage</i>	4	4	0
<i>Public Works – Sanitation (Enterprise)</i>	9	9	0
<i>Sewer</i>	5	5	0
<b>Total FTE</b>	<b>31</b>	<b>33</b>	<b>2</b>

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#### BUDGET SUMMARY

	<i>FY 2024–25 Actual</i>	<i>FY 2025–26 Adopted</i>	<i>FY 2026–27 Proposed</i>	<i>% Change</i>
<i>Public Works (General Fund)</i>	\$2,598,412	\$2,274,005	\$3,358,450	+47.7%
<i>Public Works Garage (General Fund)</i>	\$237,167	\$369,601	\$435,600	+17.9%
<i>Public Works Enterprise (Sanitation)</i>	\$1,757,045	\$1,377,165	\$2,385,147	+73.2%
<i>Sewer Fund</i>	\$1,381,338	\$1,108,724	\$1,869,500	+68.6%
<b>Total</b>	<b>\$5,973,962</b>	<b>\$5,129,495</b>	<b>\$8,048,697</b>	<b>+56.9%</b>

## PARKS, RECREATION, AND ARTS CENTER

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### MISSION

The Simpsonville Parks and Recreation Department provides year-round recreational, cultural, and community services through athletics, arts programming, senior services, special events, and facility maintenance. Together with the Arts Center, the department supports health, engagement, and cultural enrichment across the community.

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### SERVICES

Athletics programs serve approximately 2,900 participants across nearly 400 teams annually, with leagues offered year-round and recent additions including all-girls programming. The Simpsonville Arts Center and Special Events program delivers performances, classes, and community events, and serves as a venue for meetings and entertainment. Senior Services supports over 2,000 members with more than 3,000 monthly participation units through wellness programs, classes, trips, and social activities. Facility Maintenance covers nine parks totaling 170 acres, 11 athletic fields, and the City's amphitheatre.

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### FY 2025–26 ACCOMPLISHMENTS

- Woodside and Alder Parks: Installed new lighting at Woodside Park; repaired Alder Park shelter; replaced pump track
  - Activity and Senior Center: Resurfaced lobby; painted interior; cleaned carpets; upgraded bathrooms; installed monument sign
  - Heritage Park: Completed concourse improvements, amphitheatre cleanup, score tower reconfiguration, tree management, new batting cage netting, and safety upgrades; added girls' flag football and basketball
  - Arts Center: Announced Simpsonville Theatre Company; opened Academy Hall; hosted exhibits, shows, and City ceremonies; launched youth acting classes
- 

### FY 2026–27 GOALS

- Woodside Park: Transform into a multi-use space; update and repair seating
  - College Park: Light pickleball courts; pave parking area
  - Activity and Senior Center: Install kitchen HVAC; paint gym; replace curtain divider and old gym floor
  - Heritage Park: Update high-traffic areas; reconfigure playing spaces; optimize amphitheatre operations with Opry Entertainment Group staff; develop 5-year capital and land plan; replace playground; identify passive picnic areas
  - Arts Center: Increase staffing; establish Simpsonville Theatre Company as operating entity; improve marketing for visitors and rentals
- 

### PERFORMANCE HIGHLIGHTS

- 2,900 athletic program participants
- ~400 teams served

- 2,000+ Senior Center members
- 3,000+ monthly participation units at the Senior Center
- 9 parks and 170 acres maintained
- 11 athletic fields maintained

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**STAFFING SUMMARY**

<i>Classification</i>	<i>FY 2025–26</i>	<i>FY 2026–27</i>	<i>Change</i>
<b><i>Recreation (881)</i></b>	17.5	17.5	0
<b><i>Heritage Park (882)</i></b>	9.5	11	1.5
<b><i>Total FTE</i></b>	<b>27</b>	<b>28.5</b>	<b>1.5</b>

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**BUDGET SUMMARY**

	<i>FY 2024–25 Actual</i>	<i>FY 2025–26 Adopted</i>	<i>FY 2026–27 Proposed</i>	<i>% Change</i>
<b><i>Recreation (881)</i></b>	\$1,619,346	\$1,910,157	\$2,379,750	+24.6%
<b><i>Heritage Park (882)</i></b>	\$1,095,239	\$1,028,267	\$1,282,035	+24.7%
<b><i>Amphitheatre (883)</i></b>	\$52,667	\$60,640	\$53,000	-12.6%
<b><i>Arts Center (restricted)</i></b>	\$33,197	\$52,000	\$117,825	+126.6%
<b><i>Total</i></b>	<b>\$2,800,449</b>	<b>\$3,051,064</b>	<b>\$3,832,610</b>	<b>+25.6%</b>

## VII. GLOSSARY

**Accommodations Tax** — A tax on lodging within the City, restricted under South Carolina law to tourism-related uses. Accumulated in the Hospitality & Accommodations (H&A) Fund.

**Appropriation** — An authorization by Council to expend public funds for a specific purpose, adopted through the Budget Ordinance.

**Assessed Value** — The taxable value of property for *ad valorem* taxation, determined by the Greenville County Assessor. In South Carolina, owner-occupied residential property is assessed at 4% of fair market value; most other property at 6%.

**Balanced Budget** — A budget in which total projected resources — including revenues, transfers in, and planned use of fund balance — are equal to or exceed total projected expenditures and transfers out.

**Budget Ordinance** — The legal instrument, adopted on two readings by Council, that appropriates funds for the coming fiscal year.

**CAFR — Comprehensive Annual Financial Report** — The City’s audited year-end financial statements, prepared in accordance with generally accepted accounting principles and GASB standards.

**Capital Improvement Plan (CIP)** — A multi-year plan identifying capital projects, funding sources, and timing across all City funds. The FY 2026–27 CIP covers a ten-year horizon.

**Capital Outlay** — Expenditures for the acquisition or construction of capital assets, including equipment, vehicles, infrastructure, and facilities, above an established capitalization threshold.

**CCNB Amphitheatre** — The City-owned amphitheatre at Heritage Park, managed under contract by Opry Entertainment Group beginning in FY 2025–26.

**CJIS — Criminal Justice Information Services** — Federal standards governing the security of criminal justice information systems.

**Contingency** — A budgeted appropriation held in reserve against unforeseen expenses, typically drawn only by specific administrative or Council action.

**Debt Service** — Principal and interest payments on outstanding debt.

**Debt Service Coverage** — The ratio of pledged revenues to debt service obligations, a key measure of creditworthiness.

**Department** — An operating unit of the City, typically led by a department head reporting to the City Administrator.

**Discretionary Funds** — Appropriations under Mayor and Council for travel, supplies, and ward-level activities, allocated on a per-ward basis.

**Enterprise Fund** — A fund used to account for operations financed and managed in a manner similar to a private business, with revenues from user fees covering operating costs and capital needs. Simpsonville’s enterprise funds include Sewer and Public Works (Sanitation).

**Encumbrance** — A commitment of appropriated funds against a future expenditure (for example, a purchase order), reserving the funds until the obligation is liquidated.

**Expenditure** — A use of appropriated funds recorded when the related liability is incurred.

**Fiscal Year (FY)** — The City’s twelve-month budget and accounting cycle, running from July 1 through June 30. “FY 2026–27” refers to the fiscal year beginning July 1, 2026, and ending June 30, 2027.

**Fire Service Area (FSA)** — A separate taxing jurisdiction adjacent to the City, served under contract by Simpsonville Fire Department. FSA millage is levied on property within the FSA boundary, with receipts flowing to the General Fund and sized to the cost of providing fire service to the FSA footprint.

**Fiduciary Fund** — A fund used to account for resources held by the City in a trustee or agency capacity.

**Fund** — A self-balancing set of accounts used to record resources dedicated to a specific purpose. Governmental funds include the General Fund, Capital Projects Fund, and special revenue funds such as H&A; proprietary funds include enterprise funds such as Sewer and Sanitation.

**Fund Balance** — The difference between a fund’s assets and liabilities. The City’s policy targets an unrestricted General Fund balance equal to at least 25% of annual General Fund expenditures.

**FTE — Full-Time Equivalent** — A measure of staffing equal to one full-time position or the combined hours of two or more part-time positions.

**GASB — Governmental Accounting Standards Board** — The body that establishes accounting and financial reporting standards for state and local governments.

**General Fund** — The primary operating fund of the City, supporting most general government activities including Public Safety, Public Works, Parks and Recreation, and Administration.

**General Obligation (GO) Bond** — Debt backed by the full faith and credit of the issuing jurisdiction, sometimes requiring voter approval.

**GFOA — Government Finance Officers Association** — The national professional association of public sector finance officers.

**Grant** — External funding from federal, state, or private sources for a specific purpose, typically subject to compliance requirements.

**H&A — Hospitality and Accommodations** — A restricted fund capturing local hospitality tax (on prepared food and beverage) and accommodations tax (on lodging) revenues. South Carolina law restricts H&A use to tourism-related purposes.

**Hospitality Tax** — A tax on prepared food and beverage sold within the City, restricted under South Carolina law to tourism-related uses. Accumulated in the H&A Fund.

**Interfund Transfer** — A movement of resources between funds of the City, used to align resources with policy priorities. Classified as “Transfer In” to the receiving fund and “Transfer Out” from the sending fund.

**IPRB — Installment Purchase Revenue Bond** — A financing instrument in which payments function economically like debt service but are structured as lease or installment purchase payments.

**ISO Rating** — The Insurance Services Office rating of a community’s fire protection capability, on a scale of 1 (best) to 10. Simpsonville carries an ISO Class 2 rating.

**Local Government Fund (LGF)** — A South Carolina state-shared revenue distributed to local governments under a statutory formula.

**Master Lease** — A structured leasing arrangement covering multiple vehicles or pieces of equipment under a single financing agreement. Simpsonville is implementing a master lease for light- and medium-duty vehicles beginning in FY 2026–27.

**MASC — Municipal Association of South Carolina** — The statewide association of South Carolina municipalities. MASC also administers the Insurance License Tax, a significant shared revenue source.

**MASC Insurance License Tax** — A tax on insurance premiums collected within the City, administered through MASC, distributed to municipalities on a statutory basis. Simpsonville leads its peer group at approximately \$152 per capita.

**Mill / Millage** — A rate of taxation on assessed value. One mill equals \$1 of tax per \$1,000 of assessed value.

**Moody’s Aa1** — The second-highest long-term credit rating assigned by Moody’s Investors Service. Simpsonville’s general obligation debt is rated Aa1.

**Operating Budget** — The portion of the budget covering recurring operations — personnel, operating expenses, and non-capital outlays — as distinguished from capital investment and debt service.

**PEBA — South Carolina Public Employee Benefit Authority** — The state agency administering retirement and health benefit programs for public employees in South Carolina.

**Proprietary Fund** — A fund type used to account for business-type activities, including enterprise funds and internal service funds.

**Property Tax** — An *ad valorem* tax levied on the assessed value of real and personal property.

**Public Works Fee** — An annual per-household fee supporting residential sanitation service (roll cart, leaf and brush, and white goods collection). Set at \$228 beginning in FY 2026–27.

**Purvis** — The brand name of the fire station alerting system replacing Com-Tec equipment across Stations 2–6 in FY 2026–27.

**Recurring Revenue** — Revenue reasonably expected to continue in future fiscal periods at comparable levels, as distinguished from one-time revenue.

**Restricted Fund** — A fund whose resources are limited by external requirements (law, grant agreement, bond covenant) to specific uses.

**Revenue Bond** — Debt secured by a specific stream of revenue rather than the full faith and credit of the issuer. Simpsonville’s Series 2021 Accommodations & Hospitality Revenue Bond is secured by H&A receipts.

**ReWa — Renewable Water Resources** — The regional wastewater authority for Greenville County, receiving sewage collected through Simpsonville’s sewer system.

**SCORF** — South Carolina Opioid Recovery Fund; a grant program supporting opioid response initiatives.

**Streetscape** — The Downtown Simpsonville streetscape improvement project, a \$23.1 million three-year investment beginning in FY 2026–27, funded through a combination of Capital Projects Fund balance, direct appropriations, and Series 2021 Accommodations & Hospitality Revenue Bond proceeds.

**Structural Balance** — Alignment of recurring revenues with recurring expenditures. A budget in structural balance does not depend on non-recurring resources (such as fund balance or one-time revenues) to fund ongoing operations.

**Transfers In / Transfers Out** — See Interfund Transfer.

**Unassigned Fund Balance** — The portion of General Fund balance that is not restricted, committed, or assigned, and is therefore available for any lawful purpose.

**Victims Advocate Fund** — A restricted fund supporting victim services, financed principally through court-imposed surcharges.

## VIII. CAPITAL IMPROVEMENT PLAN

### 10-YEAR CIP BY DEPARTMENT

<i>Department</i>	<i>Items</i>	<i>Total Appropriation</i>
<b>Administration</b>	3	\$23,100,000
<b>Police</b>	8	\$1,183,325
<b>Fire</b>	23	\$13,252,000
<b>Public Works</b>	23	\$2,117,500
<b>Sanitation</b>	31	\$7,653,000
<b>Sewer</b>	13	\$2,065,000
<b>Parks &amp; Recreation</b>	46	\$9,856,000
<b>Total</b>	<b>147</b>	<b>\$59,226,825</b>

### 10-YEAR CIP BY FUNDING SOURCE

<i>Fund</i>	<i>Items</i>	<i>Total Appropriation</i>
<b>Capital Projects</b>	61	\$40,787,325
<b>Enterprise</b>	30	\$7,508,000
<b>General Fund</b>	1	\$150,000
<b>H&amp;A</b>	42	\$8,716,500
<b>Sewer Fund</b>	13	\$2,065,000
<b>Total</b>	<b>147</b>	<b>\$59,226,825</b>

10-YEAR CIP DETAIL BY YEAR

<i>Fiscal Year</i>	<i>Department</i>	<i>Project</i>	<i>Fund</i>	<i>Source</i>	<i>Amount</i>
2027	<b>Administration</b>	Downtown Streetscape (1 of 3)	Capital Projects	Fund Balance	\$7,700,000
2027	<b>Fire</b>	Heavy Rescue Truck	Capital Projects	Fund Balance	\$750,000
2027	<b>Fire</b>	Fire Engine (1 of 4)	Capital Projects	Fund Balance	\$300,000
2027	<b>Fire</b>	Purvis Alerting — Stations 2-4	Capital Projects	Fund Balance	\$150,000
2027	<b>Fire</b>	Purvis Alerting — Stations 5-6	Capital Projects	Fund Balance	\$87,000
2027	<b>Fire</b>	Station 2 Roof & Door Operators	Capital Projects	Fund Balance	\$35,000
2027	<b>Public Works</b>	Patch Truck	Capital Projects	Fund Balance	\$325,000
2027	<b>Public Works</b>	Bucket Truck	Capital Projects	Fund Balance	\$175,000
2027	<b>Public Works</b>	Roll Cart Building	Capital Projects	Fund Balance	\$71,000
2027	<b>Public Works</b>	Light Plant	Capital Projects	Fund Balance	\$30,000
2027	<b>Public Works</b>	Portable Compressor	Capital Projects	Fund Balance	\$30,000
2027	<b>Public Works</b>	Spreader	H&A	Fund Balance	\$21,500
2027	<b>Public Works</b>	Walking Mower	H&A	Fund Balance	\$20,000
2027	<b>Public Works</b>	Zero Turn Mower	H&A	Fund Balance	\$17,000
2027	<b>Public Works</b>	Snowplow	Capital Projects	Fund Balance	\$15,000
2027	<b>Public Works</b>	Utility Trailer	Capital Projects	Fund Balance	\$15,000
2027	<b>Public Works</b>	Stand on Mower	H&A	Fund Balance	\$13,000
2027	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2027	<b>Sanitation</b>	Garbage Truck Parts	Enterprise	Fund Balance	\$145,000
2027	<b>Sanitation</b>	Leaf Truck (1/2 Share)	Enterprise	Fund Balance	\$145,000
2027	<b>Sanitation</b>	Leaf Truck (1/2 Share)	H&A	Fund Balance	\$145,000
2027	<b>Sanitation</b>	Roll Cart	Enterprise	Fund Balance	\$32,000
2027	<b>Sewer</b>	Equipment Storage Building	Sewer Fund	Fund Balance	\$140,000
2027	<b>Sewer</b>	Mr. Manhole	Sewer Fund	Fund Balance	\$70,000

2027	<b>Sewer</b>	Right-of-Way Mower	Sewer Fund	Fund Balance	\$40,000
2027	<b>Parks &amp; Recreation</b>	Senior Center Improvements	Capital Projects	Fund Balance	\$266,000
2027	<b>Parks &amp; Recreation</b>	College Park Improvements	General Fund	GCRA Grant	\$150,000
2027	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$150,000
2027	<b>Parks &amp; Recreation</b>	Woodside Park Improvements	H&A	Fund Balance	\$150,000
2027	<b>Parks &amp; Recreation</b>	Forest Park Improvements	H&A	Fund Balance	\$20,000
2027	<b>Parks &amp; Recreation</b>	Arts Center Improvements	H&A	Fund Balance	\$5,000
2028	<b>Administration</b>	Downtown Streetscape (2 of 3)	Capital Projects	Fund Balance	\$7,700,000
2028	<b>Police</b>	Body Cameras	Capital Projects	Fund Balance	\$61,800
2028	<b>Fire</b>	Fire Engine (2 of 4)	Capital Projects	Fund Balance	\$300,000
2028	<b>Fire</b>	Life Pak 15 Heart Rate Monitors	Capital Projects	Fund Balance	\$60,000
2028	<b>Fire</b>	Special Operation Trailer	Capital Projects	Fund Balance	\$35,000
2028	<b>Public Works</b>	Bucket Truck	Capital Projects	Fund Balance	\$250,000
2028	<b>Sanitation</b>	Brush Truck	Enterprise	Fund Balance	\$480,000
2028	<b>Sanitation</b>	Leaf Truck	Enterprise	Fund Balance	\$290,000
2028	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$625,000
2028	<b>Parks &amp; Recreation</b>	Arts Center Improvements	H&A	Fund Balance	\$40,000
2028	<b>Parks &amp; Recreation</b>	Alder Park Improvements	H&A	Fund Balance	\$40,000
2028	<b>Parks &amp; Recreation</b>	Woodside Park Improvements	H&A	Fund Balance	\$40,000
2028	<b>Parks &amp; Recreation</b>	Gracely Park Improvements	H&A	Fund Balance	\$35,000
2029	<b>Administration</b>	Downtown Streetscape (3 of 3)	Capital Projects	Fund Balance	\$7,700,000
2029	<b>Police</b>	Tasers	Capital Projects	Fund Balance	\$409,603
2029	<b>Fire</b>	Fire Engine (3 of 4)	Capital Projects	Fund Balance	\$300,000
2029	<b>Fire</b>	MSA SCBA Cylinders	Capital Projects	Fund Balance	\$135,000
2029	<b>Public Works</b>	Tractor Trailer	Capital Projects	Fund Balance	\$200,000
2029	<b>Public Works</b>	Dump Truck	Capital Projects	Fund Balance	\$120,000

2029	<b>Public Works</b>	Asphalt Roller	Capital Projects	Fund Balance	\$30,000
2029	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2029	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2029	<b>Sanitation</b>	Roll Carts	Enterprise	Fund Balance	\$32,000
2029	<b>Sewer</b>	Tow-Behind Jetter	Sewer Fund	Fund Balance	\$260,000
2029	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$835,000
2029	<b>Parks &amp; Recreation</b>	Gracely Park Improvements	H&A	Fund Balance	\$350,000
2029	<b>Parks &amp; Recreation</b>	Alder Park Improvements	H&A	Fund Balance	\$125,000
2029	<b>Parks &amp; Recreation</b>	Senior Center Improvements	Capital Projects	Fund Balance	\$75,000
2029	<b>Parks &amp; Recreation</b>	College Park Improvements	H&A	Fund Balance	\$25,000
2029	<b>Parks &amp; Recreation</b>	Arts Center	H&A	Fund Balance	\$15,000
2030	<b>Police</b>	In-Car Cameras	Capital Projects	Fund Balance	\$142,677
2030	<b>Police</b>	Fingerprint Machine	Capital Projects	Fund Balance	\$25,000
2030	<b>Police</b>	Firearms	Capital Projects	Fund Balance	\$22,528
2030	<b>Fire</b>	Fire Engine (4 of 4)	Capital Projects	Fund Balance	\$300,000
2030	<b>Public Works</b>	Large Excavator	Capital Projects	Fund Balance	\$250,000
2030	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2030	<b>Sanitation</b>	Brush Truck	Enterprise	Fund Balance	\$290,000
2030	<b>Sanitation</b>	Garbage Truck Parts	Enterprise	Fund Balance	\$60,000
2030	<b>Sewer</b>	Mini Excavator	Sewer Fund	Fund Balance	\$100,000
2030	<b>Sewer</b>	Utility Vehicles	Sewer Fund	Fund Balance	\$65,000
2030	<b>Sewer</b>	Utility Trailers (3x)	Sewer Fund	Fund Balance	\$30,000
2030	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$1,235,000
2030	<b>Parks &amp; Recreation</b>	Senior Center Improvements	Capital Projects	Fund Balance	\$120,000
2030	<b>Parks &amp; Recreation</b>	Arts Center Improvements	H&A	Fund Balance	\$85,000
2030	<b>Parks &amp; Recreation</b>	College Park Improvements	H&A	Fund Balance	\$30,000

2030	<b>Parks &amp; Recreation</b>	Alder Park Improvements	H&A	Fund Balance	\$10,000
2031	<b>Police</b>	BolaWrap	Capital Projects	Fund Balance	\$102,000
2031	<b>Fire</b>	Ladder Truck L-1	Capital Projects	GO Bond	\$1,900,000
2031	<b>Fire</b>	Replace Engine E-14 (1 of 4)	Capital Projects	Fund Balance	\$350,000
2031	<b>Fire</b>	Station 2 Remodel	Capital Projects	Fund Balance	\$300,000
2031	<b>Public Works</b>	Dump Truck	Capital Projects	Fund Balance	\$150,000
2031	<b>Public Works</b>	Arrowboard	Capital Projects	Fund Balance	\$10,000
2031	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2031	<b>Sanitation</b>	Leaf Truck	Enterprise	Fund Balance	\$290,000
2031	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$250,000
2031	<b>Sanitation</b>	Roll Cart	Enterprise	Fund Balance	\$32,000
2031	<b>Sewer</b>	Camera Van	Sewer Fund	Fund Balance	\$280,000
2031	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$380,000
2031	<b>Parks &amp; Recreation</b>	Senior Center Improvements	Capital Projects	Fund Balance	\$170,000
2031	<b>Parks &amp; Recreation</b>	Arts Center Improvements	H&A	Fund Balance	\$125,000
2031	<b>Parks &amp; Recreation</b>	Gracely Park Improvements	H&A	Fund Balance	\$45,000
2031	<b>Parks &amp; Recreation</b>	Alder Park Improvements	H&A	Fund Balance	\$20,000
2032	<b>Police</b>	Office Desktop Computers	Capital Projects	Fund Balance	\$20,800
2032	<b>Fire</b>	Fire Station Bunk Room Addition	Capital Projects	Fund Balance	\$1,200,000
2032	<b>Fire</b>	Replace Engine E-14 (2 of 4)	Capital Projects	Fund Balance	\$350,000
2032	<b>Public Works</b>	Walking Floor Trailer	Capital Projects	Fund Balance	\$150,000
2032	<b>Public Works</b>	Mini Skid Steer	Capital Projects	Fund Balance	\$80,000
2032	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2032	<b>Sanitation</b>	Leaf Truck	Enterprise	Fund Balance	\$290,000
2032	<b>Sanitation</b>	Garbage Truck Parts	Enterprise	Fund Balance	\$120,000
2032	<b>Sewer</b>	Right-of-Way Mower	Sewer Fund	Fund Balance	\$40,000

2032	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$300,000
2032	<b>Parks &amp; Recreation</b>	College Park Improvements	H&A	Fund Balance	\$250,000
2032	<b>Parks &amp; Recreation</b>	Senior Center Improvements	Capital Projects	Fund Balance	\$235,000
2032	<b>Parks &amp; Recreation</b>	Alder Park Improvements	H&A	Fund Balance	\$50,000
2032	<b>Parks &amp; Recreation</b>	Arts Center Improvements	H&A	Fund Balance	\$25,000
2033	<b>Police</b>	Radios	Capital Projects	Fund Balance	\$398,917
2033	<b>Fire</b>	Replace AT-2 Engine	Capital Projects	GO Bond	\$2,100,000
2033	<b>Fire</b>	Replace L-2 Ladder Truck	Capital Projects	GO Bond	\$1,900,000
2033	<b>Fire</b>	Replace Engine E-14 (3 of 4)	Capital Projects	Fund Balance	\$350,000
2033	<b>Public Works</b>	Utility Trailer	Capital Projects	Fund Balance	\$15,000
2033	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2033	<b>Sanitation</b>	Leaf Truck	Enterprise	Fund Balance	\$290,000
2033	<b>Sewer</b>	Mini Excavator	Sewer Fund	Fund Balance	\$120,000
2033	<b>Sewer</b>	Skid Steer	Sewer Fund	Fund Balance	\$120,000
2033	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$1,085,000
2033	<b>Parks &amp; Recreation</b>	Senior Center Improvements	Capital Projects	Fund Balance	\$30,000
2033	<b>Parks &amp; Recreation</b>	Alder Park Improvements	H&A	Fund Balance	\$30,000
2033	<b>Parks &amp; Recreation</b>	Forest Park Improvements	H&A	Fund Balance	\$5,000
2034	<b>Fire</b>	MSA SCBA Cylinders	Capital Projects	Fund Balance	\$500,000
2034	<b>Fire</b>	Replace Engine E-14 (4 of 4)	Capital Projects	Fund Balance	\$350,000
2034	<b>Public Works</b>	Lowboy Trailer	Capital Projects	Fund Balance	\$100,000
2034	<b>Public Works</b>	Message Board	Capital Projects	Fund Balance	\$30,000
2034	<b>Sanitation</b>	Leaf Truck	Enterprise	Fund Balance	\$290,000
2034	<b>Sanitation</b>	Brush Truck	Enterprise	Fund Balance	\$240,000
2034	<b>Sanitation</b>	Brush Truck	Enterprise	Fund Balance	\$240,000
2034	<b>Sewer</b>	Easement Machine	Sewer Fund	Fund Balance	\$100,000

2034	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$180,000
2034	<b>Parks &amp; Recreation</b>	Gracely Park Improvements	H&A	Fund Balance	\$50,000
2034	<b>Parks &amp; Recreation</b>	Senior Center Improvements	Capital Projects	Fund Balance	\$35,000
2034	<b>Parks &amp; Recreation</b>	Woodside Park Improvements	H&A	Fund Balance	\$30,000
2034	<b>Parks &amp; Recreation</b>	Alder Park Improvements	H&A	Fund Balance	\$15,000
2035	<b>Fire</b>	Fire Station 2 Remodel	Capital Projects	Fund Balance	\$100,000
2035	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2035	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2035	<b>Sanitation</b>	Roll Carts	Enterprise	Fund Balance	\$32,000
2035	<b>Sewer</b>	Combo Truck	Sewer Fund	Fund Balance	\$700,000
2035	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$350,000
2035	<b>Parks &amp; Recreation</b>	Senior Center Improvements	Capital Projects	Fund Balance	\$275,000
2035	<b>Parks &amp; Recreation</b>	Arts Center Improvements	H&A	Fund Balance	\$35,000
2035	<b>Parks &amp; Recreation</b>	Alder Park Improvements	H&A	Fund Balance	\$10,000
2036	<b>Fire</b>	Replace Engine 15	Capital Projects	GO Bond	\$1,400,000
2036	<b>Sanitation</b>	Garbage Truck	Enterprise	Fund Balance	\$360,000
2036	<b>Sanitation</b>	Brush Truck	Enterprise	Fund Balance	\$240,000
2036	<b>Sanitation</b>	Garbage Truck Parts	Enterprise	Fund Balance	\$120,000
2036	<b>Parks &amp; Recreation</b>	Heritage Park Improvements	H&A	Fund Balance	\$1,700,000
				<b>Ten-Year Total</b>	<b>\$59,226,825</b>

**APPENDIX A: PROPOSED FY 2026-27 FEE SCHEDULE**

**FREEDOM OF INFORMATION ACT (FOIA) REQUESTS**

**SEARCH & RETRIEVAL**

The fee for the search, retrieval and redaction of records shall not exceed the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the tasks.

<i>Search/Retrieval Time</i>	<i>Rate</i>	<i>Cost</i>
_____ <i>Hours</i>	\$ _____ /hour	\$ _____
		Total Cost

**COPIES**

A charge for printing or copies will start at 50 pages at \$0.10/page.

<i>Number of Units</i>	<i>Rate</i>	<i>Cost</i>
_____ <i>Copies</i>	\$0.10/page	\$ _____
		Total Cost

**MEDIA**

Hard drives and USB drives are provided at market rate.

<i>Number of Units</i>	<i>Market Rate per Unit</i>	<i>Cost</i>
_____ <i>Hard Drives</i>	_____	\$ _____
_____ <i>USB Drives</i>	_____	\$ _____

**REPORTS**

All Police Department record requests, including but not limited to Incident Reports, Accident Reports, Local Criminal History Checks, and Calls for Service.

<i>Number of Reports</i>	<i>Flat Rate</i>	<i>Cost</i>
_____ <i>Incident Reports</i>	\$8/Request	\$ _____
_____ <i>Accident Reports</i>	\$8/Request	\$ _____
_____ <i>Local Criminal History Checks</i>	\$8/Request	\$ _____
_____ <i>Calls for Service</i>	\$8/Request	\$ _____

**PUBLIC WORKS FEE**

\$228 a year on tax bill for sanitation and road match for paving.

**SEWER FEES**

**TAP FEES**

\$500 per Residential Tap

\$1,000 per Commercial Tap

**MONTHLY SEWER SERVICE FEES**

Low Volume Users pay a Base Fee up to 500,000 gallons/month.

<i>Water Meter Size</i>	<i>Inside City Rate</i>	<i>Outside City Rate</i>
<i>Residential &lt;2,700 Gallons/Month</i>	\$5.21	\$7.82
<i>Residential &gt;2,700 Gallons/Month @ 5/8" &amp; 3/4"</i>	\$15.42	\$22.58
<i>Multifamily &lt;500,000 Gallons/Month x # Units</i>	\$15.42	N/A
<i>3/4"</i>	\$21.50	\$3.50/1,000 Gallons
<i>1"</i>	\$37.29	\$3.50/1,000 Gallons
<i>1.5"</i>	\$53.75	\$3.50/1,000 Gallons
<i>2"</i>	\$161.25	\$3.50/1,000 Gallons
<i>3"</i>	\$268.75	\$3.50/1,000 Gallons
<i>4"</i>	\$617.79	\$3.50/1,000 Gallons
<i>6"</i>	\$806.25	\$3.50/1,000 Gallons
<i>8"</i>	\$1,075.00	\$3.50/1,000 Gallons

High Volume Users pay the Base Fee above, plus:

<i>High Volume Rate</i>	<i>Inside City Rate</i>	<i>Outside City Rate</i>
<i>Usage Above 500,000 Gallons/Month</i>	\$0.54	\$1.00

**PARKS & RECREATION FEES**

**ARTS CENTER THEATER RENTAL PACKAGES**

<b>Meeting Package</b>	<b>4 Hours</b>	<b>12 Hours</b>	<b>Deposit</b>	<b>Deposit w/ Alcohol</b>	<b>Police Staffing</b>	<b>Parks &amp; Rec Staffing</b>
<i>Monday-Thursday (Residential)</i>	\$400	\$1,000	\$300	\$600	-	-
<i>Monday-Thursday (Non-Residential)</i>	\$500	\$1,200	\$300	\$600	-	-
<i>Fri-Sunday &amp; Holidays (Residential)</i>	\$500	\$1,200	\$300	\$600	-	-
<i>Fri-Sunday &amp; Holidays (Non-Residential)</i>	\$600	\$1,400	\$300	\$600	-	-
<b>Performance Package</b>	<b>4 Hours</b>	<b>12 Hours</b>	<b>Deposit</b>	<b>Deposit w/ Alcohol</b>	<b>Police Staffing</b>	<b>Parks &amp; Rec Staffing</b>
<i>Monday-Thursday (Residential)</i>	\$600	\$1,200	\$300	\$600	-	-
<i>Monday-Thursday (Non-Residential)</i>	\$650	\$1,300	\$300	\$600	-	-
<i>Fri-Sunday &amp; Holidays (Residential)</i>	\$650	\$1,300	\$300	\$600	-	-
<i>Fri-Sunday &amp; Holidays (Non-Residential)</i>	\$750	\$1,600	\$300	\$600	-	-
<b>Reception Package</b>	<b>4 Hours</b>	<b>12 Hours</b>	<b>Deposit</b>	<b>Deposit w/ Alcohol</b>	<b>Police Staffing</b>	<b>Parks &amp; Rec Staffing</b>
<i>Monday-Thursday (Residential)</i>		\$3,000	\$300	\$600	-	-
<i>Monday-Thursday (Non-Residential)</i>		\$3,500	\$300	\$600	-	-
<i>Fri-Sunday &amp; Holidays (Residential)</i>		\$3,000	\$300	\$600	-	-
<i>Fri-Sunday &amp; Holidays (Non-Residential)</i>		\$3,500	\$300	\$600	-	-
<b>Outdoor Package (Great Lawn)</b>	<b>4 Hours</b>	<b>12 Hours</b>	<b>Deposit</b>	<b>Deposit w/ Alcohol</b>	<b>Police Staffing</b>	<b>Parks &amp; Rec Staffing</b>
<i>Resident</i>	\$400	\$800	\$150	\$300	\$40/hour min 2 hour off-duty	\$35/hour min 2 hours
<i>Non-Resident</i>	\$500	\$1,000	\$150	\$300	\$40/hour min 2 hour off-duty	\$35/hour min 2 hours

RECREATION FACILITY RENTALS

	<b>Half Day</b>	<b>Full Day</b>	<b>Deposit</b>	<b>Hourly</b>
<i>HP Magnolia Pavilion</i>	\$90	\$150		
<i>HP Dogwood Gazebo</i>	\$70	\$100		
<i>HP Azalea Shelter</i>	\$30	\$40		
<i>HP Birch Shelter</i>	\$30	\$40		
<i>HP Cedar Shelter</i>	\$30	\$40		
<i>GP Market Pavilion</i>		\$200		
<i>GP Twin Bridges Pavilion</i>	\$70	\$100		
<i>AC Palmetto Room &amp; Courtyard</i>			\$200	\$100
<i>AC Woodside Gym</i>			\$200	\$75
<i>AC City Gym</i>			\$200	\$100

ACADEMY HALL RENTAL

	<b>4 Hours</b>	<b>12 Hours</b>	<b>Deposit</b>	<b>Deposit w/ Alcohol</b>
<i>Monday-Thursday (Residential)</i>	\$400	\$1,000	\$300	\$600
<i>Monday-Thursday (Non-Residential)</i>	\$500	\$1,200	\$300	\$600
<i>Fri-Sunday &amp; Holidays (Residential)</i>	\$500	\$1,200	\$300	\$600
<i>Fri-Sunday &amp; Holidays (Non-Residential)</i>	\$550	\$1,400	\$300	\$600

SENIOR PROGRAMS

<b><i>Fees may apply to certain events paid to vendor or provider.</i></b>		
Pizza Bingo	Poker Tournaments	Father's Day Luncheon
Taters & More	GVL Drive Baseball Games	Ice Cream Parties
Pizza Inn Bingo Trips	Swamp Rabbit Hockey Games	Sky Top Apple Orchard
Traveling Taste Buds	Mother's Day Luncheon	Halloween Bingo Bash
Thanksgiving Luncheon	Christmas Covered Dish Bingo	Flat Rock Playhouse

**ATHLETICS FEES**

<b>Offering</b>	<b>Early Registration Dates</b>	<b>Regular Registration Dates</b>	<b>Late Registration Dates</b>
<b>Basketball 3-on-3 (Summer Only)</b>	<b>4/3 to 4/12</b>	<b>4/13 to 5/1</b>	<b>5/2 to 5/31</b>
	\$95.00	\$105.00	\$120.00
<b>Cheer Teams (Fall Only)</b>	<b>4/3 to 4/16</b>	<b>4/17 to 5/22</b>	<b>5/23 until full</b>
	\$125.00	\$135.00	\$145.00
<b>Tackle Football (Fall Only)</b>	<b>4/3 to 4/16</b>	<b>4/17 to 5/22</b>	<b>5/23 until full</b>
	\$125.00	\$135.00	\$145.00
<b>Flag Football Co-Ed (Spring)</b>	<b>12/17 to 12/31</b>	<b>1/1 to 1/16</b>	<b>1/17 until full</b>
<b>Flag Football Co-Ed (Fall)</b>	<b>4/3 to 4/17</b>	<b>4/18 to 5/8</b>	<b>5/9 until full</b>
	\$95.00	\$105.00	\$115.00
<b>Flag Football Girls Only (Spring)</b>	<b>12/17 to 12/31</b>	<b>1/1 to 1/16</b>	<b>1/17 until full</b>
<b>Flag Football Girls Only (Fall)</b>	<b>4/3 to 4/17</b>	<b>4/18 to 5/8</b>	<b>5/9 until full</b>
	\$50.00	\$60.00	\$70.00
<b>Baseball (Spring)</b>	<b>12/17 to 12/31</b>	<b>1/1 to 1/16</b>	<b>1/17 until full</b>
<b>Baseball (Fall)</b>	<b>4/3 to 4/17</b>	<b>4/18 to 5/8</b>	<b>5/9 until full</b>
4U/5U	\$95.00	\$105.00	\$115.00
6U	\$95.00	\$105.00	\$115.00
7U	\$110.00	\$115.00	\$125.00
8U	\$110.00	\$115.00	\$125.00
10U	\$120.00	\$125.00	\$135.00
12U	\$120.00	\$125.00	\$135.00
<b>Softball (Spring)</b>	<b>12/17 to 12/31</b>	<b>1/1 to 1/16</b>	<b>1/17 until full</b>
<b>Softball (Fall)</b>	<b>4/3 to 4/17</b>	<b>4/18 to 5/8</b>	<b>5/9 until full</b>
8U	\$110.00	\$115.00	\$125.00
10U	\$120.00	\$125.00	\$135.00
12U	\$120.00	\$125.00	\$135.00
<b>Volleyball (Spring)</b>	<b>12/17 to 12/31</b>	<b>1/1 to 1/16</b>	<b>1/17 until full</b>
<b>Volleyball (Fall)</b>	<b>4/3 to 4/17</b>	<b>4/18 to 5/8</b>	<b>5/9 until full</b>
	\$95.00	\$105.00	\$115.00
<b>5-on-5 Basketball (Winter Only)</b>	<b>4/3 to 6/4</b>	<b>6/5 to 8/1</b>	<b>8/1 until full</b>
Co-Ed	\$105.00	\$115.00	\$125.00
Girls Only	\$60.00	\$70.00	\$80.00

**PLANNING FEES**

**SITE PLAN & ZONING REVIEW**

<b>Type</b>	<b>Amount</b>
<i>Commercial Site Plan Review</i>	\$150 for <5,000 sq ft
	\$200 for >5,000sq ft of commercial building
<i>Commercial Site Plan Modification Review</i>	\$50
<i>Preliminary Subdivision Plat</i>	\$100 base fee + \$5/lot
<i>Zoning Verification</i>	\$125
	(Fee is charged when research is needed; otherwise, free)

**ZONING & REZONING APPLICATIONS**

<b>Size of Property</b>	<b>R-E, R-Lo, R-Mid</b>	<b>R-Hi, R-OI</b>	<b>B-L, B-G, B-U, B-I, ID</b>
<1 acre	\$50	\$100	\$150
<2 acre	\$75	\$125	\$175
<3 acre	\$100	\$150	\$200
<4 acre	\$125	\$175	\$225
<5 acre	\$150	\$200	\$250
<6 acre	\$175	\$225	\$275
<7 acre	\$200	\$250	\$300
<8 acre	\$225	\$25	\$325
<9 acre	\$250	\$300	\$350
<10 acre	\$275	\$325	\$375
>10 acre	\$300	\$350	\$400

No fee for annexation.

**BOARD OF ZONING APPEALS**

<b>Zoning District Type</b>	<b>Special Exceptions</b>	<b>Variances</b>
<i>Commercial</i>	\$100	\$100
<i>Residential</i>	\$50	\$50

## BUILDING & DEVELOPMENT PERMITS & FEES

### BUILDING PERMITS

Building permits are based on the value of construction.

<b>Project Value</b>	<b>Permit Cost</b>
<i>\$1,000 or less</i>	\$15
<i>\$1,001 to \$100,000</i>	\$15 for the first \$1,000 + \$5 for each additional thousand or fraction thereof
<i>\$101,000 to \$500,000</i>	\$510 for the first \$100,000 + \$3.75 for each additional thousand or fraction thereof
<i>\$501,000 and up</i>	\$2,010 for the first \$500,000 + \$2.50 for each additional thousand or fraction thereof
<i>Demolition Permit</i>	\$50/Relocating Permit \$100
<i>Ground-Up Construction</i>	\$100 application fee will be collected plus an administrative fee of 1/2% of total project cost, with fee capped at \$10,000

### PLAN REVIEW

<b>Project Type</b>	<b>Cost</b>
<i>Commercial</i>	50% of the building permit fee total
<i>Fire</i>	25% of the building permit fee total
<i>Residential</i>	\$50 Flat Fee
<i>Zoning Review</i>	\$10 for Accessory Structure & Site Addition

### ELECTRICAL PERMITS

<b>Project Type</b>	<b>Cost</b>
<i>Base Permit Fee</i>	\$25
<i>New Service</i>	\$.10 per amp residential/\$.15 per amp commercial
<i>New Branch Circuits</i>	\$1.00 per pole residential/\$1.50 per pole commercial
<i>Service Changes all Services</i>	\$.15 per amp/\$1.50 per pole
<i>Solar Permit</i>	\$50

### PLUMBING PERMITS

<b>Project Type</b>	<b>Cost</b>
<i>Base Permit Fee</i>	\$25
<i>Plumbing Fixtures, Drains, or Taps</i>	\$2.50 each
<i>Sewer Inspection Fee</i>	\$5
<i>Water Heater</i>	\$2.50 each

## SEWER FEES

<b>Project Type</b>	<b>Cost</b>
<i>New Tap Fee</i>	\$500 Residential/\$1,000 Commercial
<i>New Capacity Fee</i>	\$700 Residential/\$1,500 Commercial
<i>Inspection Fee</i>	\$25

## MECHANICAL PERMITS

<b>Project Type</b>	<b>Cost</b>
<b>Heating</b>	
<i>Base Permit Fee</i>	\$25
<i>Up to 200,000 BTU</i>	\$15 Residential/\$31 Commercial per unit
<i>200,001 BTU and up</i>	\$23.25 Residential/\$46.50 Commercial per unit
<b>Air</b>	
<i>Up to 5 Tons</i>	\$15 Residential/\$19 Commercial per unit
<i>Each Additional Ton</i>	\$1.25 Residential/\$1.75 Commercial
<i>Gas Water Heater</i>	\$12 Residential/\$15.50 Commercial
<i>Gas Piping</i>	\$12 Residential/\$23 Commercial
<i>Unit Space or Wall Heaters</i>	Up to 200,000 BTU \$12 Residential/\$18.50 Commercial 200,001 BTU and up \$14 Residential/\$23 Commercial
<i>Rebuilding Heating System</i>	\$12 Residential/\$23 Commercial
<i>Walk-In Cooler/Freezer, etc.</i>	\$20 each
<i>Range Hoods and Exhaust Systems</i>	\$24 each

## SIGN PERMITS

<b>Project Type</b>	<b>Cost</b>
<i>Base Permit Fee</i>	\$35 + 1% of the cost of the sign and value of work to be performed
<i>Temporary Banners</i>	\$25 each **New Businesses get first one free. Only up to 4 per calendar year permitted

## OTHER PERMITS

<b>Project Type</b>	<b>Cost</b>
<i>Certificate of Occupancy</i>	\$50 Commercial Only (Residential COs are issued under building permit)
<i>Swimming Pool</i>	See Building Permits. Calculated on Value of Construction
<i>Reinspect Fee</i>	\$35 Charged After Second Failed Reinspection
<i>Burn Permit</i>	\$250 +\$1,000 Security Deposit (Refunded if No Damage Incurred)
<i>Encroachment /Street Cut Permit</i>	\$500
<i>Grading Permit</i>	\$30



**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:** Tee Coker

**Department:** Administration

**Date Submitted:** 05/06/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**Agenda Item Title:**

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

**Summary of Item/Purpose:**

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

**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:

\_\_\_\_\_  
Justin Campbell, 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:** 05/06/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**Agenda Item Title:**

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

**Summary of Item/Purpose:**

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

**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.  
LAWRENCE LAFAYETTE RICHARDSON STATUE**

**WHEREAS,** The City of Simpsonville, SC recognizes Dr. Lawrence 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.

**WHEREAS,** the City has concluded the following regarding S.C. Code § 10-1-165:

1. The proposed relocation of the Statue is not prohibited by S.C. Code § 10-1-165.
2. The City possesses lawful authority under its general police powers and property management authority to relocate and reinstall the Statue.
3. The action authorized herein constitutes a valid exercise of municipal authority for a legitimate public purpose.

**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. Lawrence Lafayette Richardson statue.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

BY: \_\_\_\_\_

Paul Shewmaker, Mayor

ATTEST:

\_\_\_\_\_

Justin Campbell, 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



Lawrence Lafayette  
Richardson, M.D.  
July 23, 1867 - Aug. 1, 1958

Physician 44 Years  
Mayor Of Simpsonville 18 Years  
1912-1923, 1925-1928  
Chairman Of Simpsonville School Board 23 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:** Tee Coker

**Department:** Administration

**Date Submitted:** 05/06/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**Agenda Item Title:**

**Summary of Item/Purpose:**

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

**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:

\_\_\_\_\_

Justin Campbell, Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Daniel Hughes, City Attorney



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:

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.**

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:

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Daniel R. Hughes, City Attorney

Reviewed:

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Simpsonville Fire Chief

Reviewed:

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Clear Spring Fire & Rescue Fire Chief

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 the SOUTH GREENVILLE FIRE DISTRICT (the “SGFD”) (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, SGFD is a special purpose district established by the State of South Carolina; 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 SGFD 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 SGFD 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 SGFD 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 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.**

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: \_\_\_\_\_

**SOUTH GREENVILLE FIRE DISTRICT**

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

Approved as to form:

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Daniel R. Hughes, City Attorney

Reviewed:

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Simpsonville Fire Chief

Reviewed:

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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.
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.
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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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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.

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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.

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: \_\_\_\_\_

**CITY OF MAULDIN, SOUTH CAROLINA**

\_\_\_\_\_  
Seth Duncan  
City Administrator  
Date: \_\_\_\_\_

Approved as to form:

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Daniel R. Hughes, City Attorney

Reviewed:

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Simpsonville Fire Chief

Reviewed:

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Mauldin Fire Chief



SFD and the FIFD 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 FIFD.

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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.

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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**

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Tee Coker  
City Administrator  
Date: \_\_\_\_\_

**CITY OF FOUNTAIN INN, SOUTH CAROLINA**

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Shawn Bell  
City Administrator  
Date: \_\_\_\_\_

Approved as to form:

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Daniel R. Hughes, City Attorney

Reviewed:

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Simpsonville Fire Chief

Reviewed:

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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:** 05/06/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**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 for, citizen complaints about, and disruptions to infrastructure by fiber companies to inform a potential action by Council to exercise any legal authority/authorities the City may have to limit the number of fiber permits that can be 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, or regulate permitting and other factors in fiber installation.

**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:

Approved as to Legal Sufficiency:

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
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:** 05/01/2026

**Please include the following item on the agenda for (date of meeting):** 05/12/2026

**Agenda Item Title:**

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

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**To:** City Council

**Meeting Date:** 5/12/2026

**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

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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)*

**Nothing has changed since the Committee of the whole meeting on April 27, 2026**



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<sup>1 2</sup>. 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~~

<sup>1</sup> 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.

<sup>2</sup> 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:

\_\_\_\_\_  
Justin Campbell, 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](mailto: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](mailto: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](mailto: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](mailto: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, Mayor

[SEAL]

ATTEST:

  
Ashley Clark, Municipal Clerk

Date of Execution: July 8<sup>th</sup>, 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:

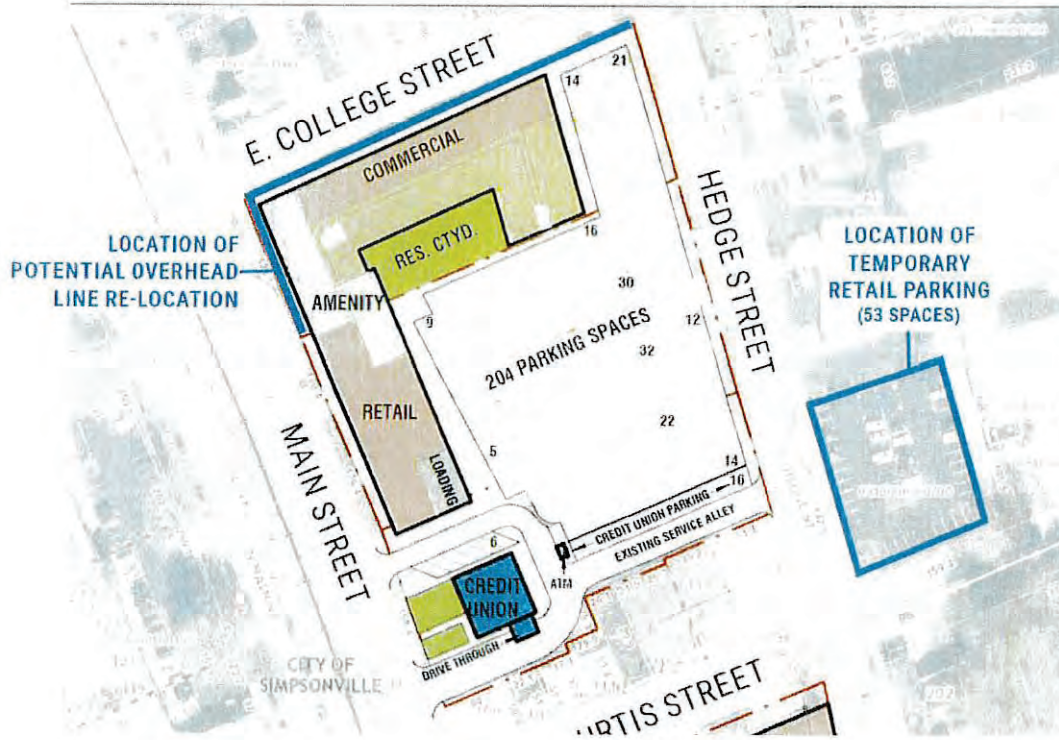
BEGINNING AT AN IRON PIN FOUND ALONG THE EASTERN EDGE OF S. C. HIGHWAY 14 AND U.S. HIGHWAY 276 (N. MAIN STREET) JOINT CORNER OF A 1.42 ACRE TRACT AND RUNNING THENCE N 68-1-51 E, 339.23 FEET TO A PK NAIL IN ROAD ALONG THE WESTERN EDGE OF W. HEDGE STREET; THENCE RUNNING ALONG THE WESTERN EDGE OF W. HEDGE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