

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

Council Chambers, Simpsonville City Hall | June 9, 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. PUBLIC HEARING**

**A public hearing on the proposed Fiscal Year 2026-2027 budget**

Maria Tooley, Finance Director

**5. APPROVAL OF MINUTES**

A. Special Business Meeting on May 12, 2026

B. Business Meeting on May 12, 2026

**6. PROCLAMATION**

**Recognizing Juneteenth and City Holiday**

Paul Shewmaker, Mayor

**7. PRESENTATION**

**Greenville Together: A Home for All**

Cody Carver, Director of Greenville Together

**8. 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.

**9. BUSINESS**

**A. Second 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

**B. Second 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

City Council meeting agendas are accurate as of the Friday prior to the meeting but are subject to change up to twenty-four (24) hours prior to the meeting. Please contact Simpsonville City Hall the day of the meeting for an up-to-date agenda at 864-967-9526.

**C. Second 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

**D. First Reading of Ordinance O-2026-07, to subject any future franchise agreement request for telecommunication services or otherwise to Council approval pursuant to an agreed upon franchise agreement**

Charlene Carter, City Planner

**E. Implementation of Traffic Impact Study Recommendations**

Paul Shewmaker, Mayor

- i. **League Estates**
- ii. **Hedge Street**
- iii. **Poinsettia**
- iv. **Jones Avenue**

**10. ADJOURNMENT**



**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:** Justin Campbell, City Clerk

**From:** Justin Campbell

**Department:** Administration

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

Public Hearing

**Summary of Item/Purpose:**

Public Hearing, a public hearing on the proposed Fiscal Year 2026-2027 budget

**Action Requested of Council:**

- Discussion Only
- Move to Business Meeting
- Reading
- Second Reading
- Approval/Vote (e.g. resolutions)
- Presentation
- Proclamation
- Other:  **PUBLIC HEARING**

**Are supporting documents attached?**

- Yes
- No



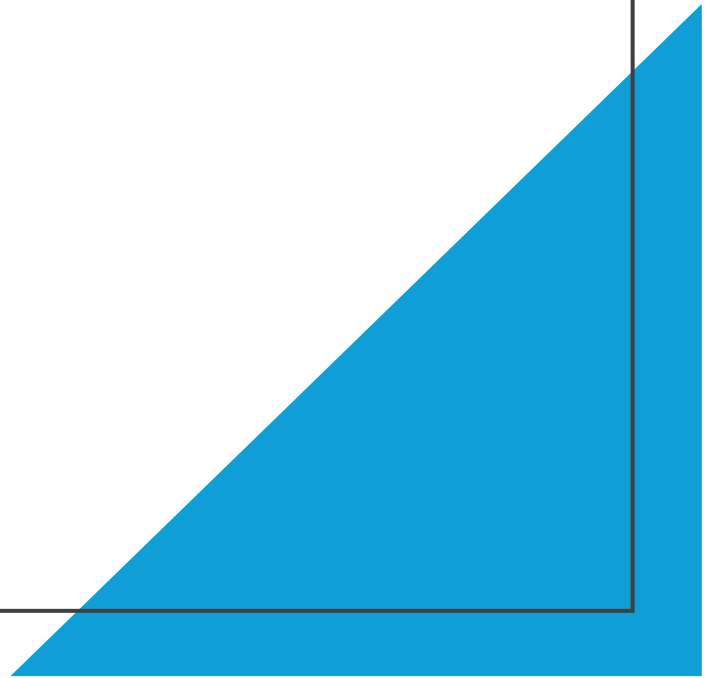
**PUBLIC HEARING**

**SIMPSONVILLE FISCAL YEAR 2026-2027 ANNUAL BUDGET**

*Maria Tooley, Finance Director*

# **FISCAL YEAR 2025-2026 (CURRENT)**

- Total Revenues: \$25,659,464.00
- Total Expenditures: \$26,576,092.00



# FISCAL YEAR 2026-2027 (PROPOSED)

- Projected Revenues: \$29,450,823.00
- Proposed Expenditures: \$40,011,925.00
- Change in Operating Budget:
  - \$13,435,833 or 50.56%

# CHANGE IN OPERATING BUDGET

- \$13,435,833 or 50.56%
- Increase due to Capital Investments
  - Capital Investments: \$11.5 million
  - Includes \$7.7 million for Downtown Project
  - Downtown Project: \$23.1 million over 3 years

# CHANGE IN OPERATING BUDGET

- Additional Capital Investments
  - Purvis fire station alerting system
  - Software for public safety
  - Improvements to parks and Senior Center
  - Asphalt, bucket, garbage, and leaf trucks

# MILLAGE INCREASE FOR CITY BUDGET

- Fiscal Year 2025-2026
  - 53.4 mills
- Fiscal Year 2026-2027
  - 55.4
- 2-mill increase



**\$24/year \$300,000 home**



**Compensation correction**

Adjust pay to midpoint of labor market  
22-grade classification and  
compensation structure

# OTHER ITEMS

- PUBLIC WORKS FEE INCREASE
  - 2026 – 2027: \$34 increase
  - \$167 (current) to \$201 (proposed)
- 5-MILL INCREASE FOR COUNTY
  - *For Greenville County residents only*
  - Equitable cost-sharing for Fire Service Area

# Public Comments

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Simpsonville budgets can be accessed at [simpsonville.com](http://simpsonville.com) or by visiting City Hall at 425 E. Curtis St.



The City of  
*Simpsonville*  
SOUTH CAROLINA

# USA TODAY CO.



PO Box 631697 Cincinnati, OH 45263-1697

## AFFIDAVIT OF PUBLICATION

Justin Campbell  
City Of Simpsonville  
425 E Curtis ST  
Simpsonville SC 29681-2665

STATE OF WISCONSIN, COUNTY OF BROWN

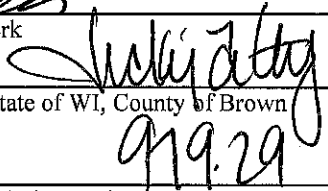
Being duly sworn, doth depose and say that she/he is an authorized representative of The Greenville News, a newspaper published in South Carolina. The Greenville News is a newspaper of general circulation in Greenville County, South Carolina and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

05/20/2026

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 05/20/2026

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

My commission expires \_\_\_\_\_

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VICKY FELTY  
Notary Public  
State of Wisconsin

## **PUBLIC HEARING NOTICE CITY OF SIMPSONVILLE, S.C.**

NOTICE IS HEREBY GIVEN that the City Council of the City of Simpsonville will hold a public hearing on the proposed Fiscal Year 2026-2027 budget.

Date: June 9, 2026  
Time: 6 p.m.  
Location: 425 E. Curtis St.,  
Simpsonville, S.C. 29681,  
Council Chambers

The purpose of this public hearing is to receive public input on the proposed budget for the upcoming fiscal year.

## **CURRENT FISCAL YEAR (FY 2025-2026)**

Total Revenues:  
\$25,659,464.00  
Total Expenditures:  
\$26,576,092.00

Millage Rate: 53.4 mills

## **PROPOSED FISCAL YEAR (FY 2026-2027)**

Projected Revenues:  
\$29,450,823.00

Proposed Expenditures:  
\$40,011,925.00

Estimated Millage Rate: 55.4 mills

Percentage Change in Operating Budget: 50.56 % increase

All interested persons are invited to attend and be heard regarding the proposed budget.

A copy of the proposed budget is on file in the office of the City Clerk, 425 E. Curtis Street, Simpsonville, SC 29681.

# USA TODAY CO.



PO Box 631697 Cincinnati, OH 45263-1697

## AFFIDAVIT OF PUBLICATION

Justin Campbell  
City Of Simpsonville  
425 E Curtis ST  
Simpsonville SC 29681-2665

STATE OF WISCONSIN, COUNTY OF BROWN

Being duly sworn, doth depose and say that she/he is an authorized representative of The Greenville News, a newspaper published in South Carolina. The Greenville News is a newspaper of general circulation in Greenville County, South Carolina and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

05/05/2026

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 05/05/2026

\_\_\_\_\_  
Legal Clerk

\_\_\_\_\_  
Notary, State of WI, County of Brown

\_\_\_\_\_  
My commission expires

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## **PUBLIC HEARING NOTICE CITY OF SIMPSONVILLE, S.C.**

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Date: June 9, 2026  
Time: 6 p.m.  
Location: 425 E. Curtis St., Simpsonville, S.C. 29681, Council Chambers

The purpose of this public hearing is to receive public input on the proposed budget for the upcoming fiscal year.

<b>CURRENT FISCAL YEAR (FY 2025-2026)</b>	
Total Revenues:	\$25,659,464.00
Total Expenditures:	\$26,576,092.00

Millage Rate: 53.4 mills

<b>PROPOSED FISCAL YEAR (FY 2026-2027)</b>	
Projected Revenues:	\$29,450,823.00
Proposed Expenditures:	\$39,741,925.00

Estimated Millage Rate: 55.4 mills

Percentage Change in Operating Budget: 49.54% increase

All interested persons are invited to attend and be heard regarding the proposed budget.

A copy of the proposed budget is on file in the office of the City Clerk, 425 E. Curtis Street, Simpsonville, SC 29681.



**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:** Justin Campbell, City Clerk

**From:** Justin Campbell

**Department:** Administration

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

Minutes for Business Meeting on May 12, 2026

**Summary of Item/Purpose:**

Approval of minutes for Business Meeting on May 12, 2026

**Action Requested of Council:**

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

**Are supporting documents attached?**

- Yes
- No

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

Council Chambers, Simpsonville City Hall | May 12, 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 April 14, 2026 were approved as submitted.

**5. CITIZEN COMMENTS**

No one signed up for Citizen Comments.

**6. BUSINESS**

**A. Second 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 Roche to approve Second Reading of Ordinance Z-2026-01, to propose rezoning of property located at 206 Ladean Court. Yes – 7. No – 0. Motion carried.

**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*

Motion by Councilmember Pinkerton with a second by Councilmember O’Rear to approve 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. Yes – 7. No – 0. Motion carried.

**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*

Motion by Councilmember Williams with a second by Councilmember Rupe to approve 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. Yes – 6. No – 1. Dissenting – Councilmember Rupe. Motion carried.

**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*

- Motion by Councilmember O'Rear with a second by Councilmember Roche to approve First Reading of Ordinance O-2026-06 to adopt an annual budget for Fiscal Year 2026-2027 to take effect July 1, 2026.
- Motion to amend Ordinance O-2026-06 by Councilmember O'Rear with a second by Councilmember Rupe by reducing the Public Works Enterprise Fee from \$228 per year to \$201 per year and reducing the General Fund transfer to Capital Projects Fund by \$270,000.
- Motion to amend: Yes – 4. No – 3. Dissenting – Councilmember Roche, Mayor Shewmaker, and Councilmember Williams. Motion to amend carried.
- Main motion as amended: Yes – 7. No – 0. Main motion as amended carried.

**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*

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

**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*

Motion by Councilmember Williams with a second by Councilmember O'Rear to approve 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. Yes – 7. No – 0. Motion carried.

**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*

Motion by Councilmember Roche with a second by Councilmember O’Rear to approve 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. Yes – 7. No – 0. Motion carried.

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

*Charlene Carter, City Planner*

- Motion by Councilmember Roche with a second by Councilmember Williams for any future franchise request for telecommunications services or otherwise be subject to Council approval pursuant to an agreed upon franchise agreement and if this motion passes that it be formalized as a resolution and placed on the agenda of the next business meeting.
- Motion to amend by Mayor Shewmaker with a second by Councilmember Rupe to change the last part of the wording from “formalized as a resolution” to make it “formalized as a codified ordinance” and placed on the agenda of the next Committee of the Whole [May 28, 2026]
- Motion to amend: Yes – 7. No – 0. Motion to amend carried.
- Main motion as amended: Yes – 7. No – 0. Motion carried.

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

*Jon Derby, Planning Director*

Motion by Councilmember Roche with a second by Councilmember Pinkerton to approve the addendum to amend language in the Burdette North Development Agreement. Yes – 7. No – 0. Motion carried.

**7. ADJOURNMENT**

Mayor Shewmaker adjourned the meeting without objection at 7:03 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:** Justin Campbell, City Clerk

**From:** Justin Campbell

**Department:** Administration

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

Minutes for Special Business Meeting on May 12, 2026

**Summary of Item/Purpose:**

Approval of minutes for Special Business Meeting on May 12, 2026

**Action Requested of Council:**

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

**Are supporting documents attached?**

- Yes       No

**CITY OF SIMPSONVILLE: SPECIAL CALLED BUSINESS MEETING**  
**— AGENDA —**

Council Chambers, Simpsonville City Hall | May 12, 2026 | 5:45 p.m.

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**1. CALL TO ORDER**

Mayor Shewmaker called the meeting to order at 5:45 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. BUSINESS**

**A. Appointment of Community Relations Specialist Justin Campbell as City Clerk**

Tee Coker, City Administrator

Motion by Councilmember Pinkerton with a second by Councilmember Williams to appoint Community Relations Specialist Justin Campbell as City Clerk. Yes – 6. No – 0. Motion carried.

**B. Administration of Oath of Office for City Clerk Position**

Paul Shewmaker, Mayor & Justin Campbell, City Clerk

Mayor Shewmaker administered the Oath of Office for City Clerk position to Justin Campbell, with his hand placed on the U.S. Constitution held by Alexander Campbell

**4. ADJOURNMENT**

Mayor Shewmaker adjourned the meeting without objection at 5:52 p.m.



## **City of Simpsonville – Submission of Agenda Item**

*(Due at 12 p.m. on the Tuesday prior to the meeting)*

**To:** Justin Campbell, City Clerk

**From:** Mayor Shewmaker

**Department:** City Council

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for:**

- Committee of the Whole Meeting (4th Tuesday of the month) **Date:**
- Business Meeting (2nd Tuesday of the month) **Date:** 06/09/2026

**Agenda Item Title:** Juneteenth Proclamation and Holiday

**Summary of Item / Purpose:**

Proclamation recognizing Juneteenth and City holiday.

**Action Requested of Council:**

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

**Are supporting documents attached?**

- Yes  No

# City of Simpsonville

## Proclamation

Juneteenth, also known as Emancipation Day or Freedom Day, holds great historical and cultural significance as a commemoration of the emancipation of enslaved African Americans. On June 19, 1865, Union General Gordon Granger's arrival in Galveston, Texas, marked a pivotal moment when the announcement of the end of slavery was made, two and a half years after the Emancipation Proclamation.

The City of Simpsonville recognizes the profound importance of Juneteenth and its enduring legacy. It represents a symbol of liberation, resilience, and the relentless pursuit of equality, reflecting the indomitable spirit of African Americans throughout our nation's history.

In tribute to the heritage, culture, and contributions of African Americans, the City of Simpsonville proudly declares that Juneteenth shall be observed as an official city holiday. This designation provides an invaluable opportunity for reflection, education, and celebration among our city employees and the community at large.

To honor the significance of this day, all city offices will be closed, allowing employees and residents to fully engage in Juneteenth festivities, gatherings, educational programs, and cultural events. These activities promote understanding, unity, and progress as we continue our collective journey toward racial justice and equality.

NOW, THEREFORE, I, Paul Shewmaker, Mayor of the City of Simpsonville, do hereby proclaim June 19, 2026, as

### **JUNETEENTH - A CELEBRATION OF FREEDOM**

in the City of Simpsonville. We encourage all residents to actively participate in activities that commemorate the emancipation of enslaved individuals, celebrate the achievements and contributions of African Americans, and foster a deeper understanding of our shared history.



IN WITNESS WHEREOF,

I have set my hand and caused the seal of the City of Simpsonville to be affixed this 9th day of June in the year of our Lord 2025.

Paul Shewmaker, Mayor



**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:** Justin Campbell, City Clerk

**From:** Justin Campbell

**Department:** Administration

**Date Submitted:** 06/01/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

Greenville Together: A Home for All | Cody Carver, Director

**Summary of Item/Purpose:**

Informational presentation by Greenville Together Director Cody Carver on efforts by the City of Greenville and United Way of Greenville County to address the challenges of homelessness in Greenville County

**Action Requested of Council:**

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

**Are supporting documents attached?**

- Yes       No



**GREENVILLE TOGETHER**

# Problem

## The Cost of an Uncoordinated System

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- ➔ Homelessness in Greenville is not just a social issue; it is a system performance issue.
- ➔ People cycle through emergency rooms, law enforcement, shelters, public spaces.
- ➔ Current system is fragmented, reactive, expensive to maintain.

### COST OF DOING NOTHING

**\$30K – \$50K per person annually**  
*cost of chronic homelessness (emergency systems)*

### VS. COST TO SOLVE

**\$22K per permanent housing placement**  
*Greenville Together system cost*

**The Result:** We are paying more to manage homelessness than to solve it.

# Solution

A coordinated, Housing-Focused System

Greenville Together is a centralized operating system for homelessness response.

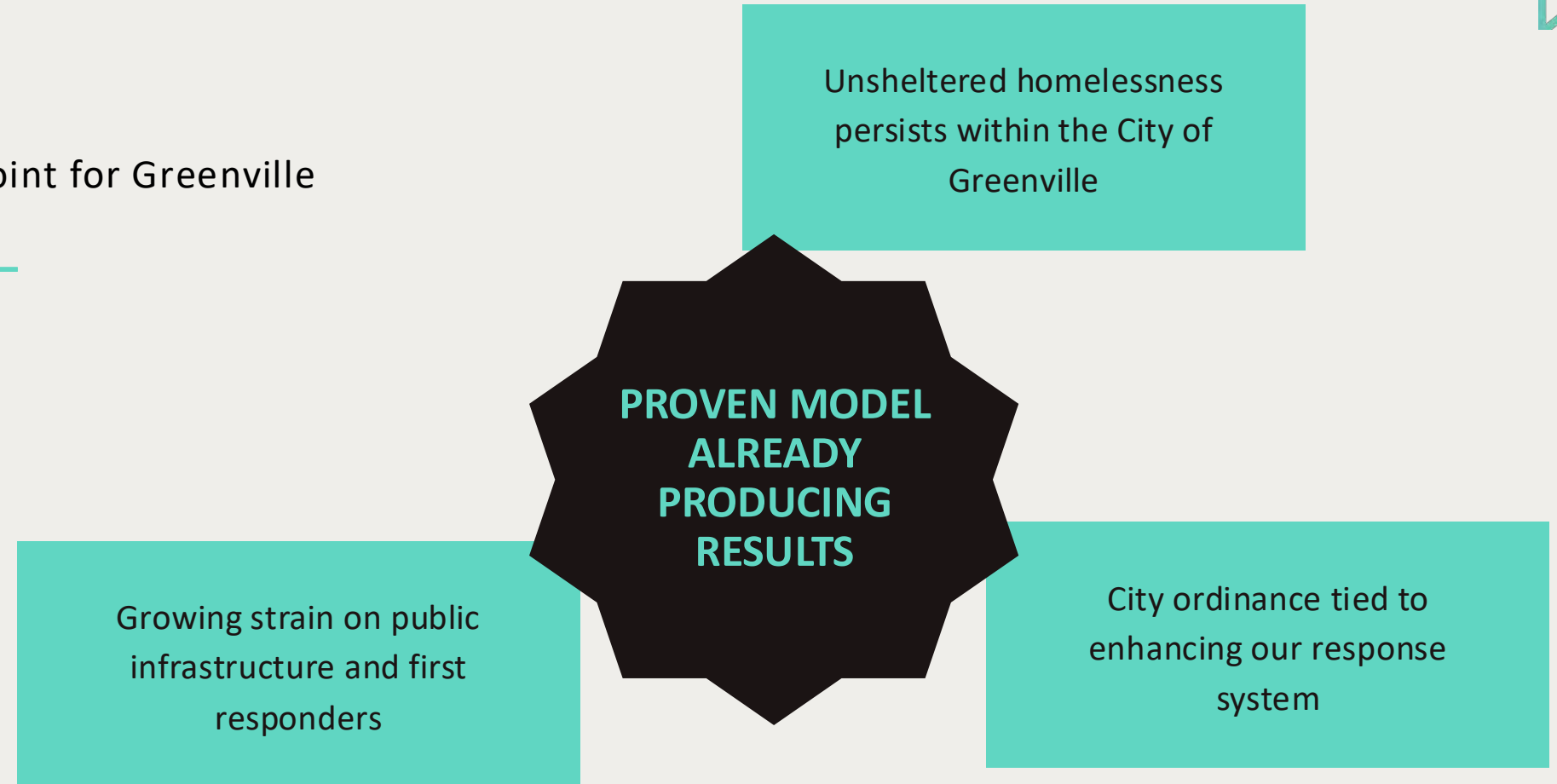


**This is not a program; it is a system-level solution designed for scale and impact.**

# Why Now

The Inflection Point for Greenville

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**We are no longer building the model; we are executing the solution.**

# Complex Need. Fragmented Response

This Is Not a Simple Problem

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This is not one issue. It's:

Housing + health + mental illness + addiction + income

**ALL AT ONCE**

**And the current system isn't built to handle it:**

People bounce between providers with no shared system

Outreach, shelters, and housing operate in silos

No single point of coordination

Slower placements, more returns to homelessness

**If this were easy, it would have already been solved.**

# Our Solution

A Full-System Response



## HOUSING SURGE

- Rapid movement from homelessness to permanent housing



## STREET OUTREACH

- Daily engagement with unsheltered individuals
- Direct pipeline from street to housing

**GREENVILLE  
TOGETHER**

delivers a coordinated housing system through four core components:

## HOUSING NAVIGATION

- Centralized landlord engagement and unit matching
- Reduces time from referral to placement



## HOMELESS SUPPORT CENTER

- Centralized point for basic needs & service coordination
- Stabilizes front end of the system



# RESULTS

This Is Already Working

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## PROGRESS TO DATE



### STREET OUTREACH LAUNCHED

**887** interactions in 120 days + individuals housed directly from the street.

# Our Model

Leveraging Public Investment to Drive System Performance

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Greenville Together operates as a public-private partnership model:

Public investment →	anchors system performance
Philanthropy →	expands capacity
Housing vouchers →	subsidize long-term affordability
Private landlords →	supply units

**Public investment is the catalyst that unlocks and aligns all other resources.**



# GREENVILLE TOGETHER



**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:** Justin Campbell, City Clerk

**From:** Maria Tooley

**Department:** Finance Department

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

Second Reading of Ordinance O-2026-04

**Summary of Item/Purpose:**

Ordinance O-2026-04 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)
- Presentation
- Proclamation
- 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:** Justin Campbell, City Clerk

**From:** Maria Tooley

**Department:** Finance Department

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

Second Reading of Ordinance O-2026-05

**Summary of Item/Purpose:**

Second Reading of Ordinance O-2026-05, to authorize a vehicle master lease program 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)
- Presentation
- Proclamation
- 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

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

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

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

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

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

LESSEE: _____	
Signature: _____	
By: _____	
Title: _____	
Address: _____	
_____	
_____	
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:** Justin Campbell, City Clerk

**From:** Maria Tooley

**Department:** Finance Department

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

Second Reading of Ordinance O-2026-06

**Summary of Item/Purpose:**

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

**Action Requested of Council:**

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

**Are supporting documents attached?**

- Yes       No

**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 \$1,291,590 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 \$527,500 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 One Dollars (\$201.00) 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 One Dollars (\$201.00) 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 One Dollars (\$201.00) 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 One Dollars (\$201.00) 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 Ninety Dollars (\$1,291,590) 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 Five Hundred Twenty-Seven Thousand Five Hundred Dollars (\$527,500) to the Capital Projects Fund to cover the purchase of a Fire Truck in fiscal year 2029-2030 and other Capital Projects planned by departments.

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

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

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

1.11. Funds appropriated herein are to be expended only in compliance with policies

adopted by City Council or, at City Council's direction, as formulated and implemented by the City Administrator, either existing or adopted.

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

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

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

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

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

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

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

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

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

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

that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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

SECTION 5. SAVINGS CLAUSE: Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as stated in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

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

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

**Done in meeting duly assembled this 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



**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:** Justin Campbell, City Clerk

**From:** Charlene Carter

**Department:** Planning Department

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

First Reading of Ordinance O-2026-07

**Summary of Item/Purpose:**

First Reading of Ordinance O-2026-07, to subject any future franchise agreement request for telecommunication services or otherwise to Council approval pursuant to an agreed upon franchise agreement

**Action Requested of Council:**

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

**Are supporting documents attached?**

- Yes
- No

**ORDINANCE NO. O-2026-07**

**AN ORDINANCE TO AMEND SECTION 10-57 (CONSENT, FRANCHISE OR BUSINESS LICENSE FEE REQUIRED) OF ARTICLE II (LICENSES) OF CHAPTER 10 (BUSINESSES) OF THE CITY OF SIMPSONVILLE CODE OF ORDINANCES AND TO REPEAL THE USE OF A STANDARD FRANCHISE AGREEMENT ADOPTED BY ORDINANCE NO. O-2024-04**

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

**WHEREAS**, S.C. Code § 5-7-30 provides the City the authority to grant franchises and manage its rights-of-way for the good of the City; and,

**WHEREAS**, S.C. Code § 58-9-2230, the South Carolina Telecommunication Act, allows the City to require franchise agreements, charge the fee set by statute, and it requires the City to manage its public rights-of-way on a competitively neutral and nondiscriminatory basis; and,

**WHEREAS**, pursuant to S.C. Code § 5-7-260, the grant, renewal, or extension of a franchise shall be made by Ordinance; and,

**WHEREAS**, by Ordinance 2024-04, the City previously adopted the use of a standard franchise agreement and three (3) franchises for telecommunication companies were approved using the standard agreement; and,

**WHEREAS**, the City is currently dealing with several issues related to the installation of telecommunication facilities, including, but not limited to, exceeding capacity in the public right-of-way; citizen complaints from multiple installations at the same site; and permit enforcement; and,

**WHEREAS**, the City desires to provide for reliable access to telecommunication networks throughout all areas of the City while, among other things, protecting the public rights-of-way, minimizing impacts on surrounding areas, encouraging coordination among suppliers of telecommunications, maintaining the aesthetic character of the City, and protecting persons and property; and,

**WHEREAS**, the City of Simpsonville desires to amend Section 10-57 to ensure that future franchises are adopted only pursuant to a franchise agreement that adequately addresses the above-stated goals of the City while preserving the City's obligation to manage its public rights-of-way on a competitively neutral and nondiscriminatory basis; and,

**WHEREAS**, the amendments contained herein shall not affect existing franchise agreements with the City; and,

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

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

**Section 1. Amendment.** Amend Section 10-57 of Article II of Chapter 10 (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and \*\*\* represents sections of the Ordinance that have been skipped and remain unchanged*):

**Sec. 10-57. Consent, franchise or business license fee required.**

- (a) It shall be unlawful for any person or entity (“franchisee”) to construct, install, maintain or operate in, on, above or under any street or public place under control of the municipality any line, pipe, cable, pole, structure or facility for utilities, communications, cablevision, fiber, telecommunications or other purposes without a ~~consent agreement~~ or franchise agreement issued by the council by ordinance that prescribes the term, fees and conditions for ~~use~~ each franchise request made to the City.
- (b) A franchisee shall be ineligible to receive permits from the City until such time the City Council approves a franchise agreement with the franchisee.
- (~~c~~) The annual fee for use of streets or public places authorized by a ~~consent agreement~~ or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect, until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.
- (d) Violations of the terms and conditions of the franchise agreement shall be subject to the penalties set forth in Section 1-9 of the Simpsonville Code of Ordinances.

(Ord. No. 98-06, § 10-57, 7-14-1998; Ord. No. 2012-12, 1-22-2013; Ord. No. 2020-01, § 1, 4-14-2020)

**Section 2. Ordinance 2024-04.** The standard franchise agreement approved by Ordinance 2024-04 and attached thereto as Exhibit “A” is hereby repealed in its entirety.

**Section 3: Severability.** Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 4: Repealer.** All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

**Section 5:** This Ordinance shall be effective upon second and final reading.

**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 & Final Reading: \_\_\_\_\_, 2026

**APPROVED AS TO FORM:**

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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:** Justin Campbell, City Clerk

**From:** Mayor Paul Shewmaker

**Department:** City Council

**Date Submitted:** 06/03/2026

**Please include the following item on the agenda for (date of meeting):**

**Agenda Item Title:**

Implementation of Traffic Impact Study

**Summary of Item/Purpose:**

Implementation of Traffic Impact Study, to approve the measures as presented in the Traffic Impact Study for traffic calming in League Estates, Poinsettia, and Jones Avenue to be taken up by Council one at a time, i.e. Jones Avenue, then League Estates, then Poinsettia & Hedge Street

**Action Requested of Council:**

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

**Are supporting documents attached?**

- Yes       No



June 4, 2026

**MEMORANDUM: SUMMARY OF TRAFFIC CALMING MEASURES WORKSHOP MEETING**  
— CITY COUNCIL WORKSHOP ON JUNE 3, 2026 —

Mayor & Members of Council,

This memorandum is a summary of the discussion about traffic calming measures for League Estates, Poinsettia, and Jones Avenue at the City Council Workshop Meeting on June 3, 2026. Included in the memo are main points, recommendations, important notes, and sighted issues. Please note the information provided in the memo is not exhaustive and Council is not bound by the content of the memo nor content not included in the memo:

In attendance at the City Council Workshop Meeting on June 3, 2026 were Councilmembers Chad O’Rear, Tim Pinkerton, Sherry Roche, Aaron Rupe, Mayor Paul Shewmaker, Jerry Tusso, and Shannon Williams, City Clerk Justin Campbell, City Planner Charlene Carter, City Administrator Tee Coker, Planning Director Jon Derby, Fire Chief Harold Nichols, and Impact Designs, Inc. Traffic Project Manager Allen Reid, among others.

- S.C. Department of Transportation Guidelines for Speed Humps
  - Grade:
    - 7% - 8%
    - There are no issues of grading on relevant roads and streets.
  - Spacing:
    - 350 feet.
    - A good rule of thumb is 400 feet.
    - The City has a requirement of speed humps 20 feet from driveways.
  - Mr. Allend Reid stated all proposed options and recommendations for traffic calming measures should meet all requirements.

League Estates

- The standard height and length of speed humps is 3 inches and 12 feet – 14 feet, respectively. Speed humps are designed for speeds of 15 mph – 20 mph and should cause motorists to slow speeds.
- Councilmember Rupe recommended consideration of lowering the speed limit in League Estates from 25 mph to 20 mph.
- A speed table is essentially a raised intersection requiring traffic from all roads or streets at the intersection to slow speeds. Potential issues to consider are the need for more material than a standard speed hump, grading specifications, and direction of drainage.
- Councilmember O’Rear stated a diverter in League Estates would involve residents of the neighborhood in changes related to the closing and opening of Hunter Street who were never involved. Councilmember O’Rear added a diverter would cost more money.



- Mr. Reid stated the question guiding the options for traffic calming measures is, “How do we make cut-throughs less appealing” to motorists.

Poinsettia

- To address the attempt by motorists to use alternative routes for cutting through the neighborhood without traffic calming measures one speed hump could be installed on each block.
- The number of driveways on a block require consideration of the number of speed humps and their placements on the road or street in relation to driveways and intersections.
- Mr. Reid confirmed Councilmember Pinkerton’s assumption that speed humps and other traffic calming measures would require signage.
- Speed humps can be marked with thermoplastic pavement marking or striping.
- A portion of South Pliney Circle is owned and maintained by the S.C. Department of Transportation.
  - Mr. Reid stated SCDOT would likely not interfere with implementation of traffic calming measures by the City if the City funded the measures. Mr. Reid stated there is a possibility SCDOT may turn the road over to the ownership and maintenance by the City.

Jones Avenue: The general consensus appeared to be inclusion of four speed humps in traffic calming measures for Jones Avenue. However, no votes were taken at the workshop, and discussion at the workshop does not preclude any action Council may or may not take at a Business Meeting.

Hedge Street: The general consensus appeared to be no desire to make changes to Hedge Street in any way for the purposes of traffic calming. However, no votes were taken at the workshop, and discussion at the workshop does not preclude any action Council may or may not take at a Business Meeting.

Simpsonville Fire Department: Fire Chief Harold Nichols stated firefighter crews prefer as few traffic calming measures as possible due to the effect they can have on fire engines and equipment and response time. Chief Nichols stated fire engines are slower to accelerate than most vehicles, which can become an issue with speed humps. Chief Nichols stated the option of exclusively using speed humps in Poinsettia is preferable to other recommended options and added Simpsonville Fire crews try to avoid travelling through the Poinsettia neighborhood when possible.

Exhibit A on Page 3 is a list of options provided by Mayor Shewmaker based on the discussion at the City Council Workshop on June 3, 2026.

*Justin Lee Campbell, City Clerk* *Justin Lee Campbell* *Date* *June 4, 2026*



## **EXHIBIT A**

### **A. Implementation of Traffic Impact Study Recommendation for League Estates**

Paul Shewmaker, Mayor

- Options:
  1. No traffic calming
  2. Diagonal diverter at South Pliney Circle/Hunter Street intersection with two speed humps on North Pliney Circle
  3. Two speed humps on North Pliney Circle and two speed humps on South Pliney Circle
  4. Two speed humps on North Pliney Circle, two speed humps on South Pliney Circle, and two speed humps on Hunter Street

### **B. Implementation Traffic Study Recommendation for Hedge Street**

Paul Shewmaker, Mayor

- Options:
  1. No traffic calming
  2. Opposing half closures at Crisp Street and Moore Circle

### **C. Implementation of Traffic Study Recommendation for Poinsettia Neighborhood**

Paul Shewmaker, Mayor

- Options:
  1. No traffic calming
  2. Partial media closure and forced turn islands on Poinsettia Drive
  3. Three speed humps on Poinsettia Drive, three speed humps on Fernwood, and two speed humps on Aster Drive

### **D. Implementation Traffic Study Recommendation for Jones Avenue**

Paul Shewmaker, Mayor

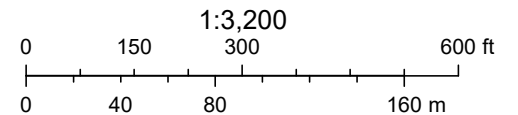
- Options:
  1. No traffic calming
  2. Two speed humps on Jones Avenue
  3. Three speed humps on Jones Avenue
  4. Three speed humps on Jones Avenue and one speed hump on Bramlett Lane

# LEAGUE ESTATES

## Option 1



June 5, 2026



Greenville County GIS, Greenville County GIS Division

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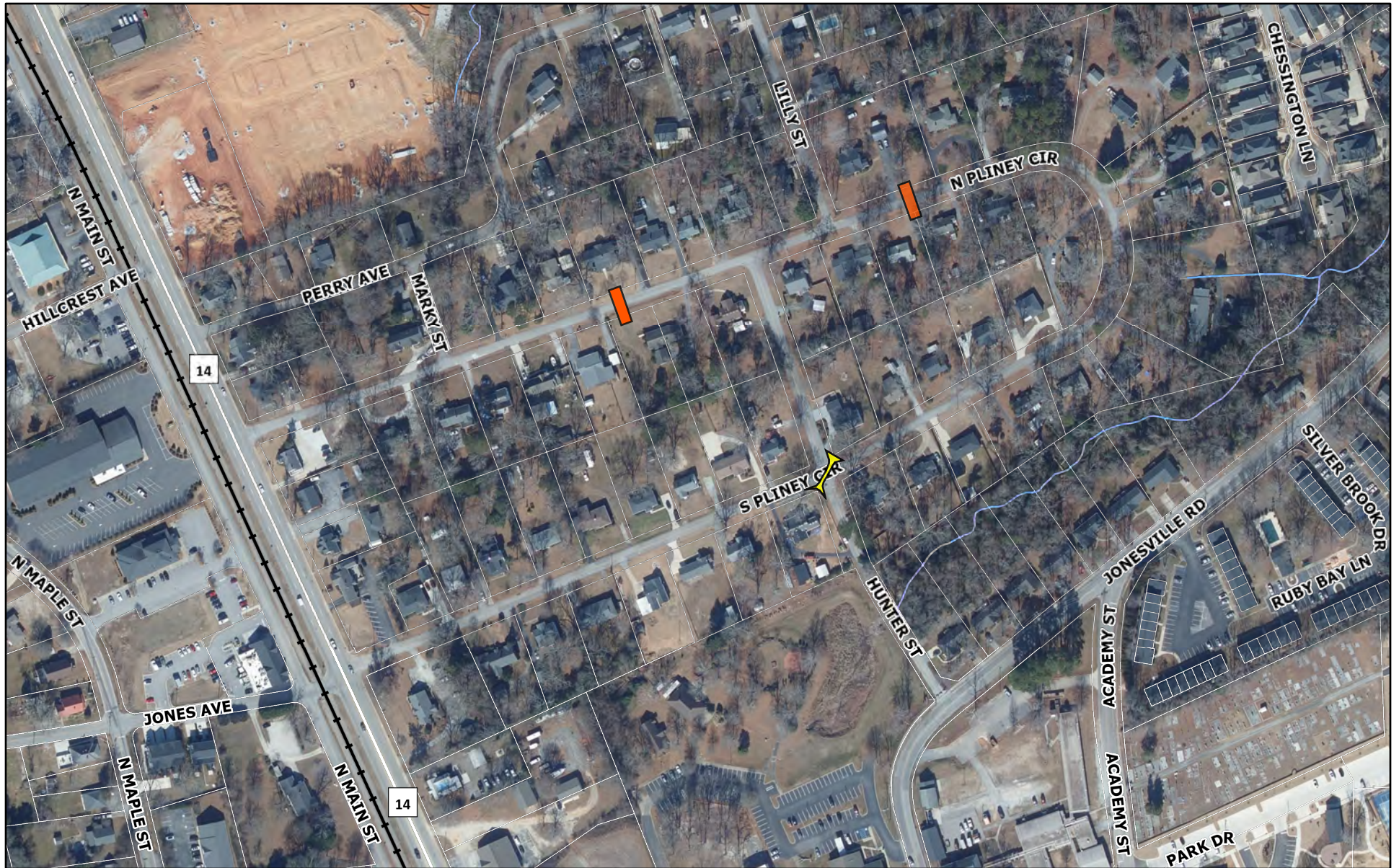
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JONESVILLE RD

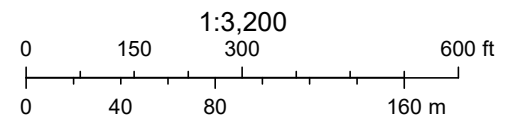
ACADEMY ST

# LEAGUE ESTATES

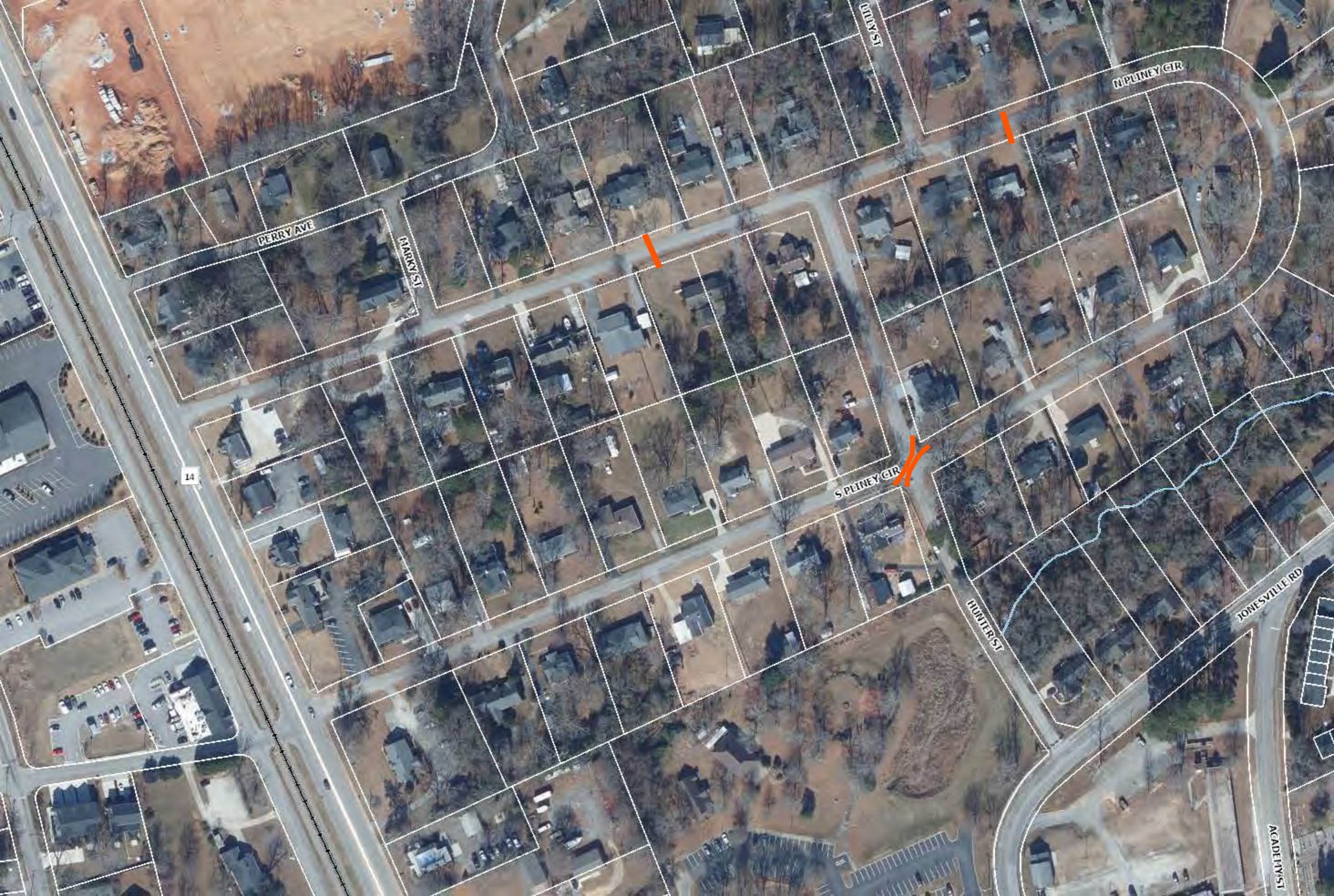
## Option 2



June 5, 2026



Greenville County GIS, Greenville County GIS Division



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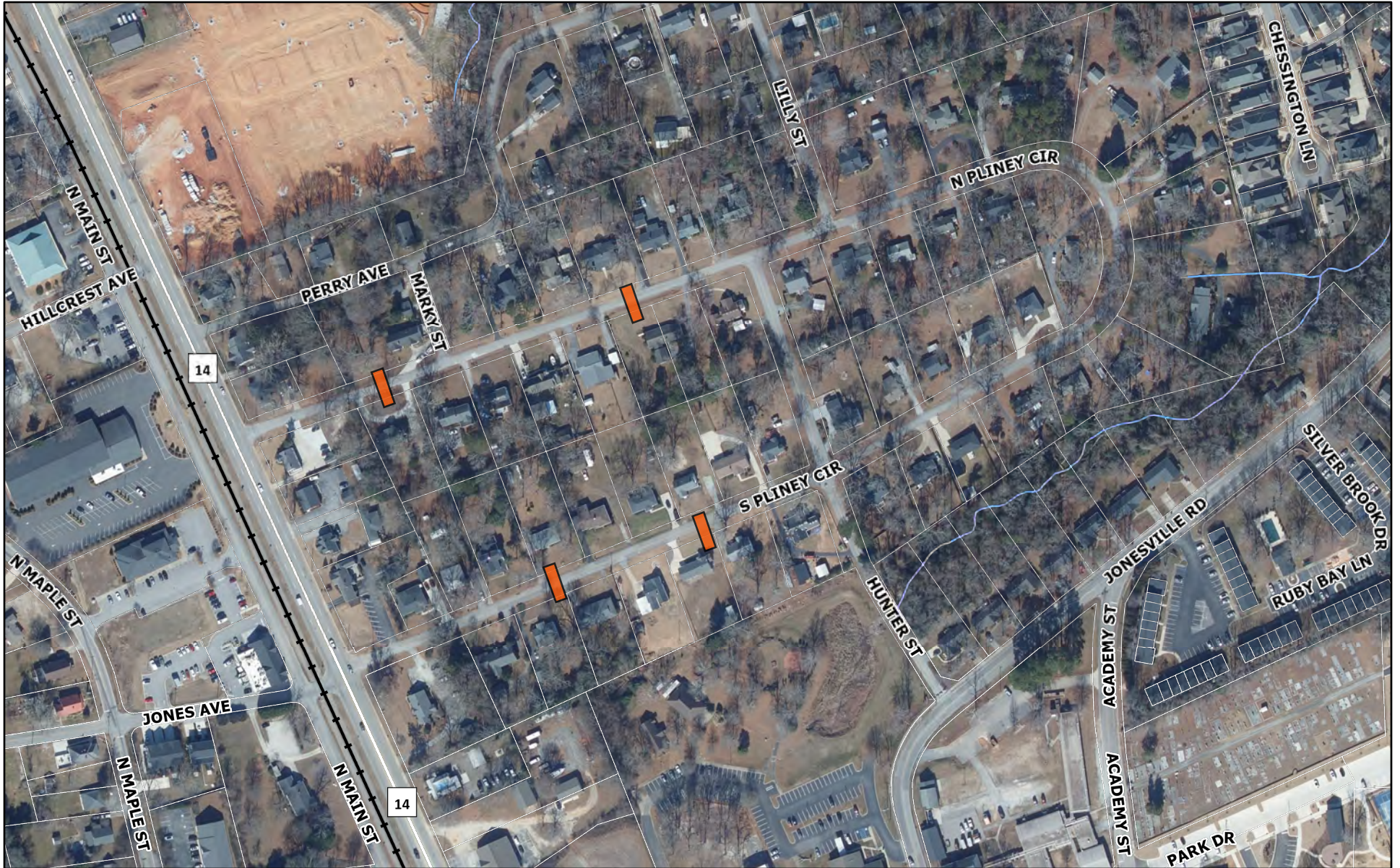
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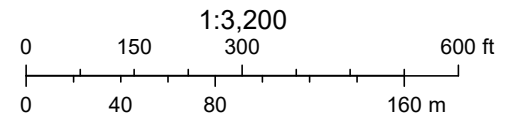
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# LEAGUE ESTATES

## Option 3



June 5, 2026



Greenville County GIS, Greenville County GIS Division



PERRY AVE

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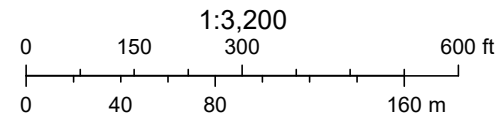
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# LEAGUE ESTATES

## Option 4



June 5, 2026



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PERRY AVE

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HUNTER ST

N PLINNEY CIR

JONESVILLE RD

ACADEMY ST

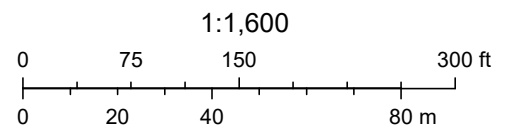
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# HEDGE STREET

# Option 1



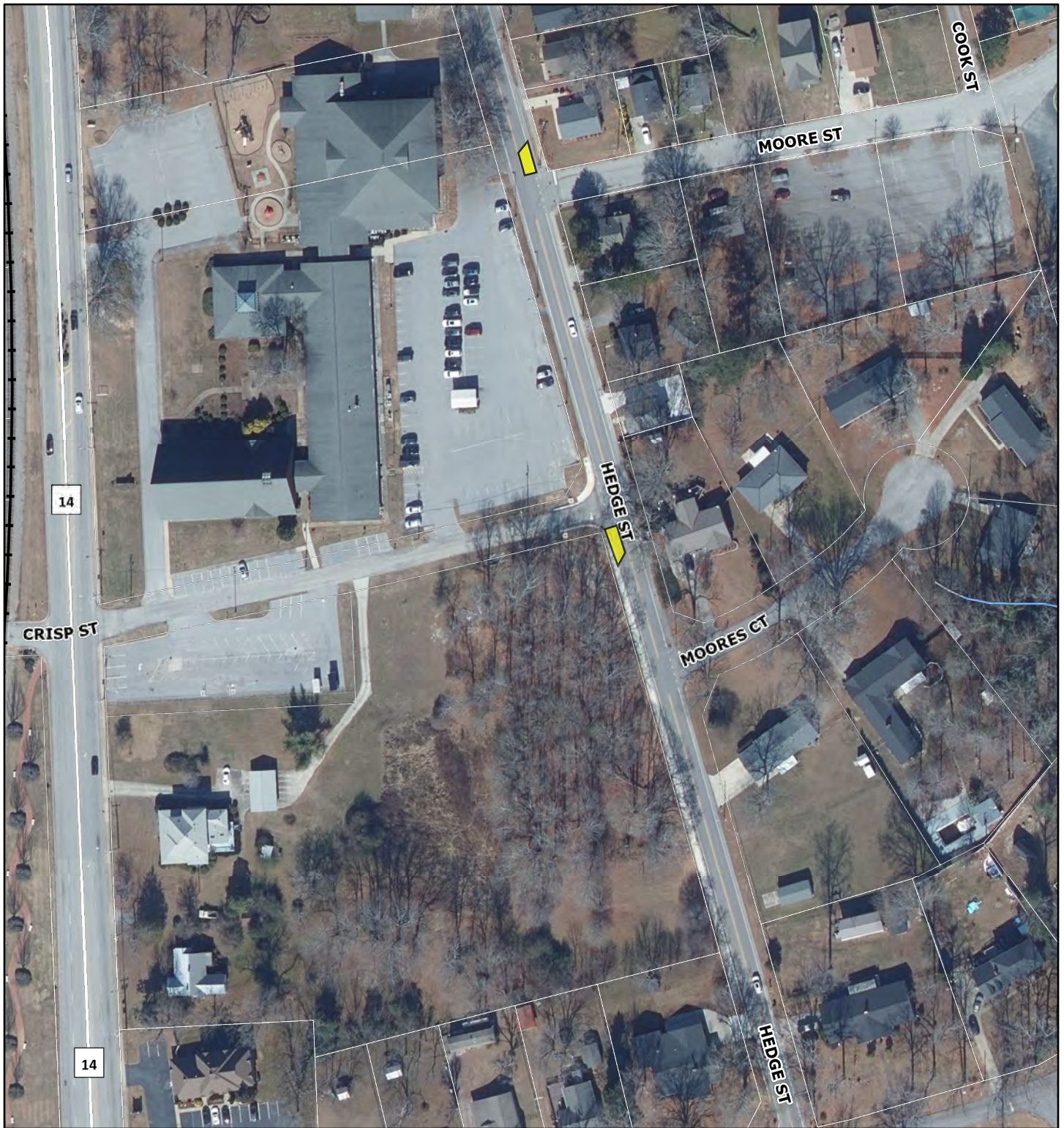
June 5, 2026



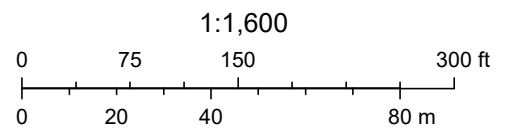
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# HEDGE STREET

# Option 2



June 5, 2026



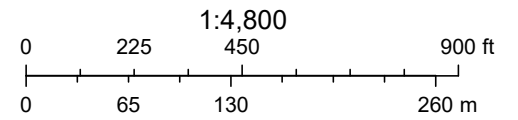
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# POINSETTIA

## Option 1



June 5, 2026



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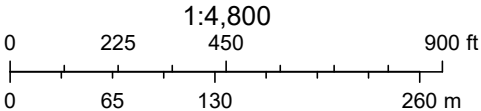


# POINSETTIA

## Option 3



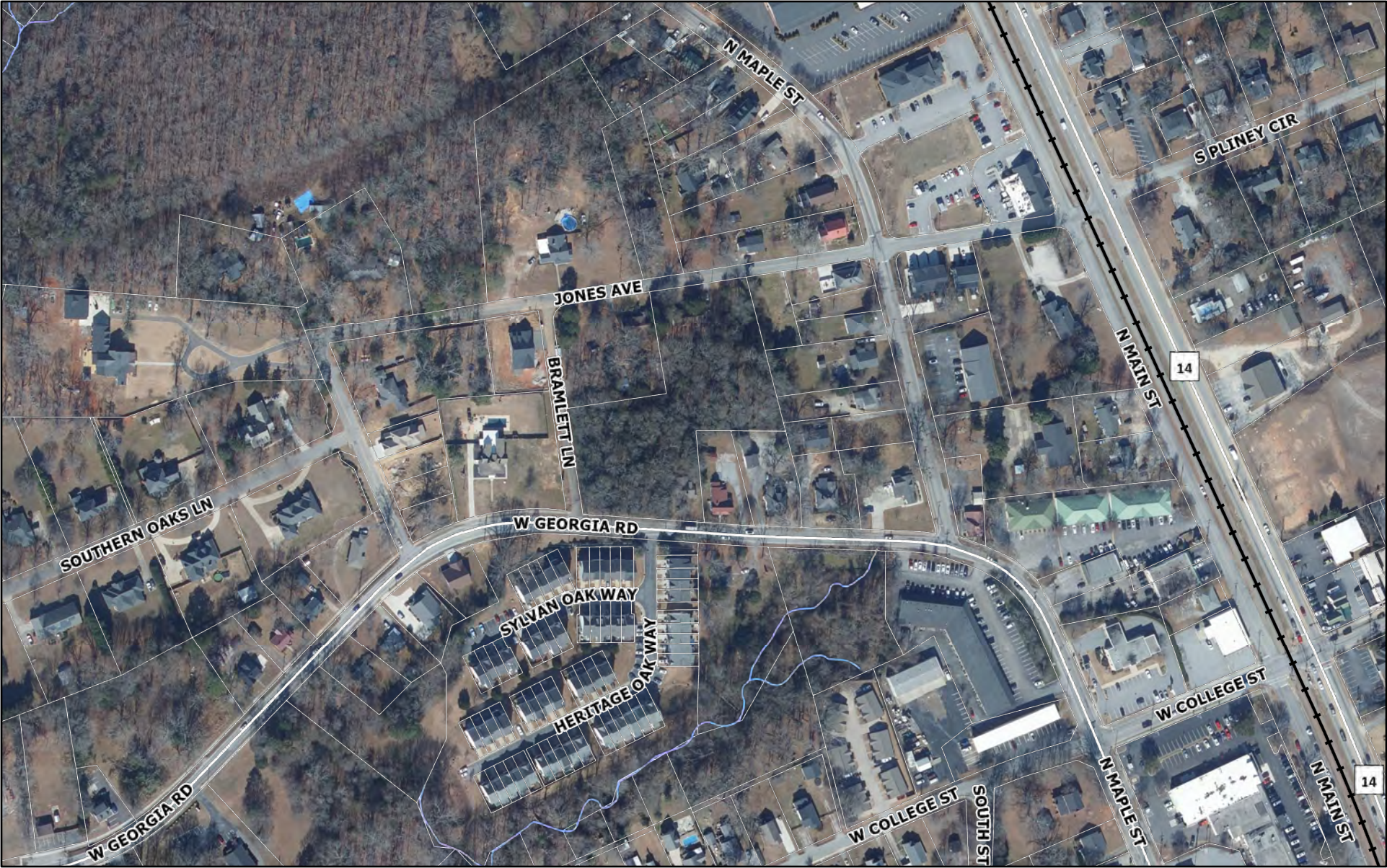
June 5, 2026



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# JONES AVENUE

## Option 1



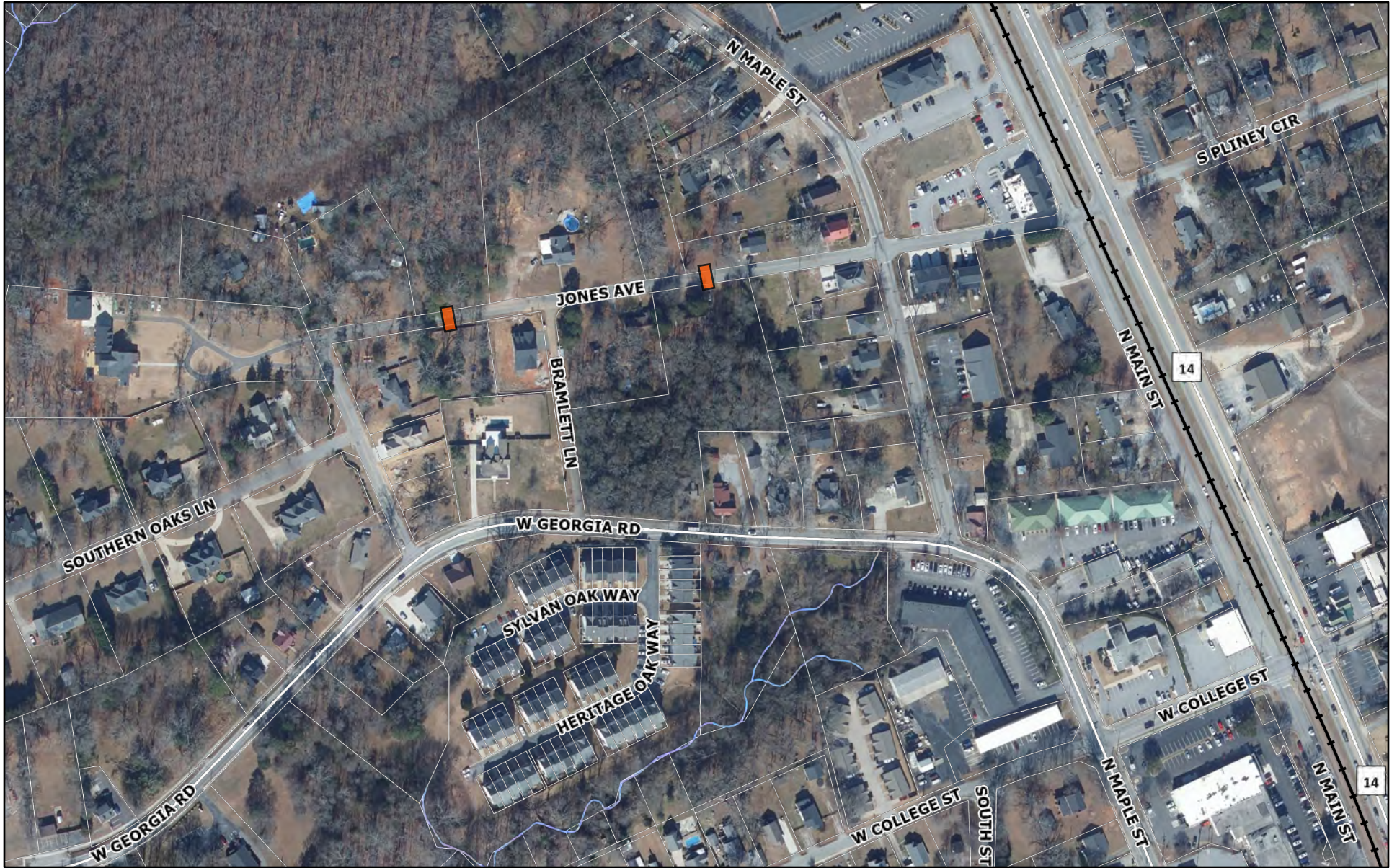
June 5, 2026

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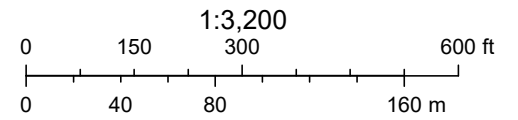
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# JONES AVENUE

## Option 2



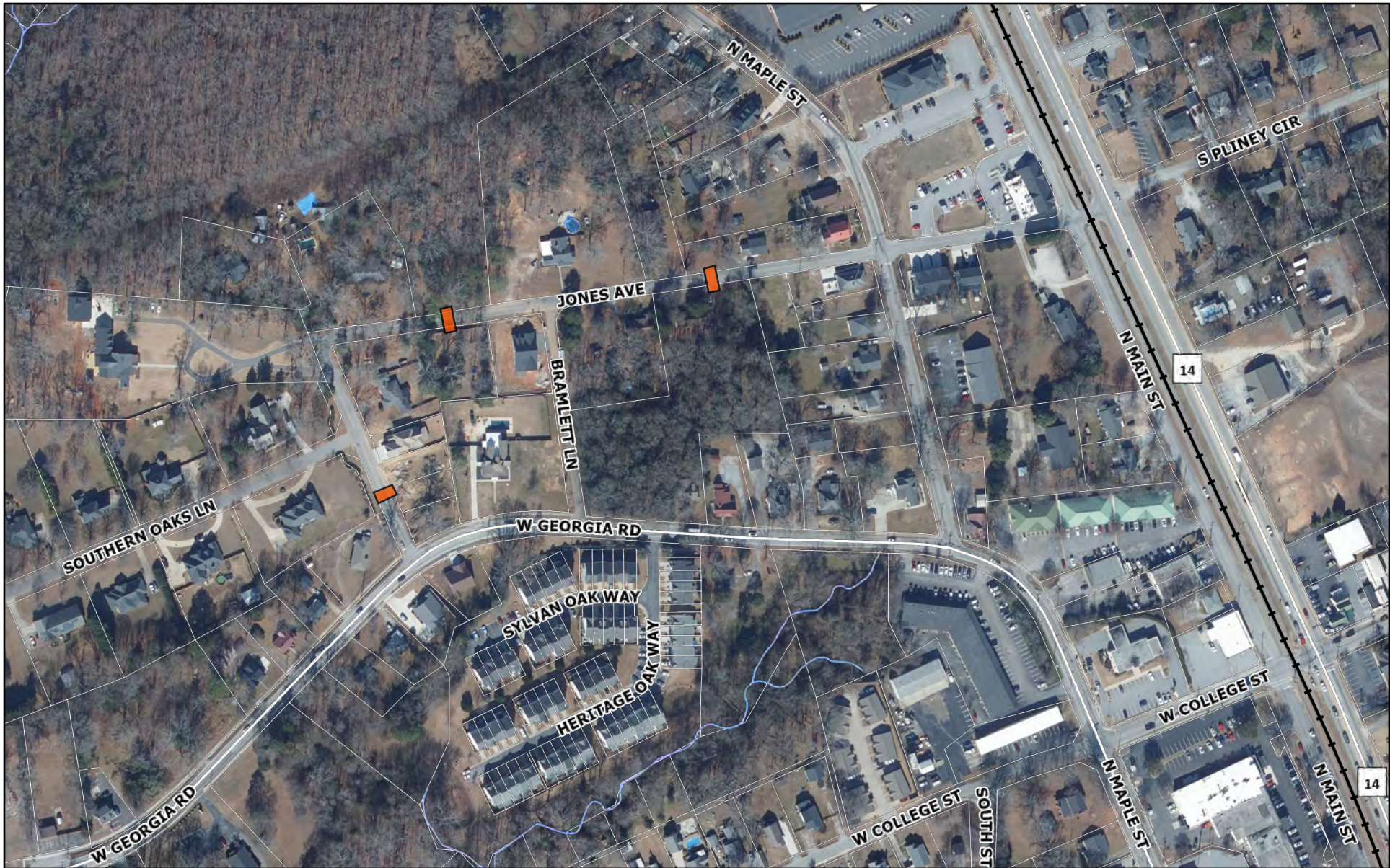
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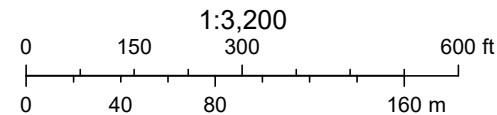
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# JONES AVENUE

## Option 3



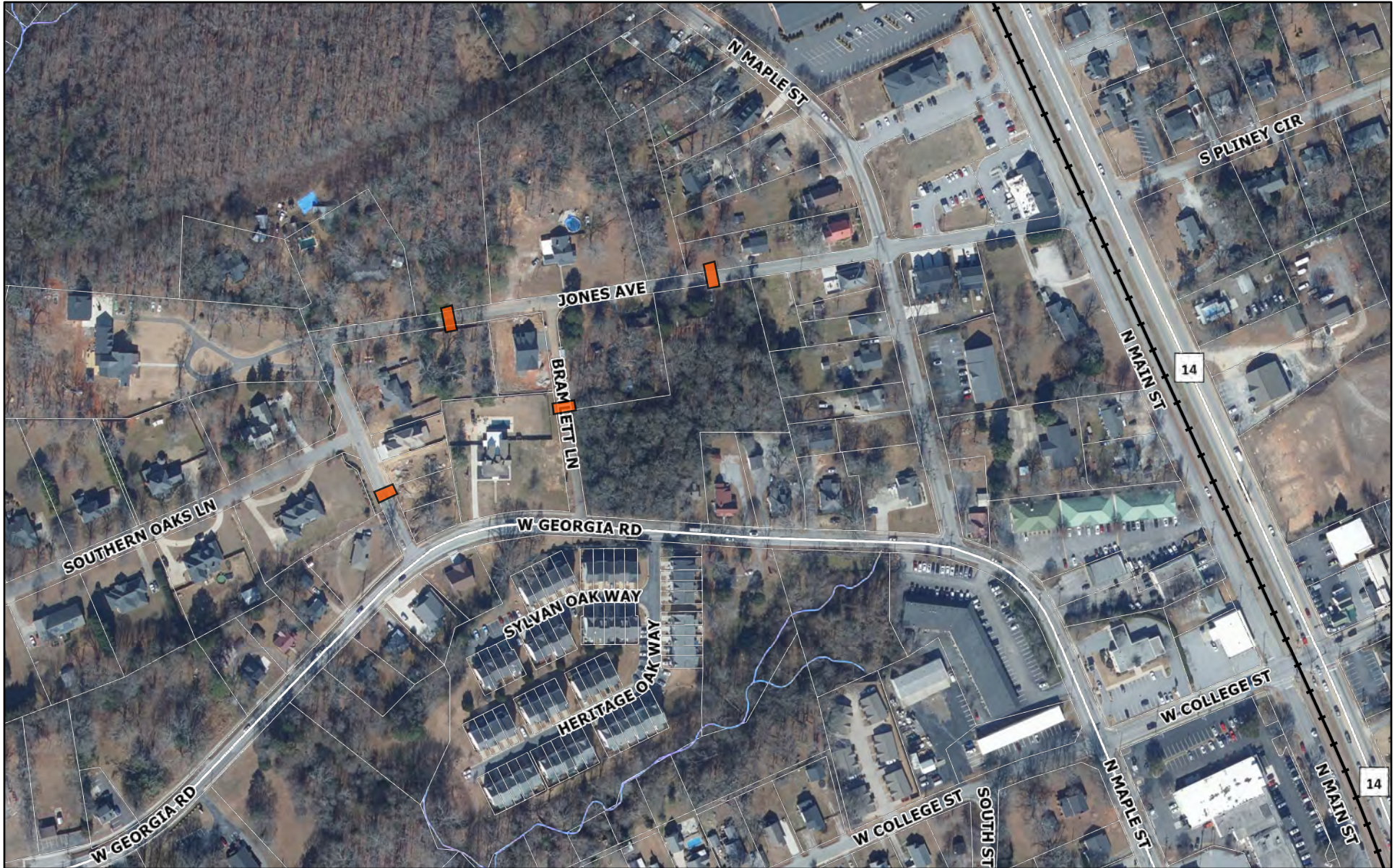
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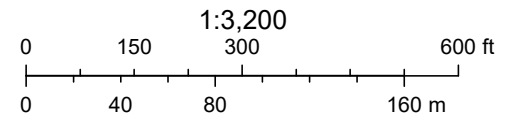
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# JONES AVENUE

## Option 4



June 5, 2026



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