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

Council Chambers, Simpsonville City Hall | September 22, 2026 | 6:00 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
Paul Shewmaker, Mayor

4. APPROVAL OF MINUTES
Committee of the Whole Meeting on August 25, 2026

5. PRESENTATION

A. Land Development Regulation – Amendment
Jon Derby, Planning Director

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

7. STAFF REPORTS
Department heads will be available to answer any questions concerning the Unified Departments Report, which includes the Fire, Police, Parks & Recreation, and Public Works departments.

A. Financial Report
Maria Tooley, Finance Director

B. City Administrator Report
Tee Coker, City Administrator

8. BUSINESS

A. Ordinance O-2026-09, a proposed ordinance to issue a fiber franchise agreement to applicant South Carolina Telecommunications Group Holdings, LLC d/b/a Segra
John Thibodoux, Market Vice-President of Strategic Projects for Segra

B. Ordinance O-2026-12, a proposed ordinance to amend effective date of Ordinance O-2026-10, which sets requirements for naming of City-owned and City-controlled property, facilities, public spaces, and infrastructure in honor of individual persons
Paul Shewmaker, Mayor

i. Executive Session, for the receipt of legal advice regarding Ordinance O-2026-10 and proposed Ordinance O-2026-12, as permitted by S.C. Code of Laws § 30-4-70(a)(2)

C. Resolution R-2026-16, a proposed resolution to restore the historic name "Simpsonville City Park"
Chad O'Rear, Councilmember

D. Addendum to Burdette North Development Agreement, to approve an addendum to the Burdette North Development agreement to update language for allowing temporary uses
Jon Derby, Planning Director

E. Speed hump and 20 mph on Hudders Creek Way, to place a speed hump midway on Hudders Creek Way between Norvin Court and Nakkol Drive and set speed limit at 20 mph
Jerry Tuso, Councilmember

For a copy of the most current agenda, please contact City Clerk Justin Campbell at 864-881-2904 or jcampbell@simpsonville.com.

9. EXECUTIVE SESSION

To discuss contractual matters related to personnel in the Administration Department, as permitted by S.C. Code of Laws § 30-4-70(a)(1)

10. ADJOURNMENT

Paul Shewmaker, Mayor

For a copy of the most current agenda, please contact City Clerk Justin Campbell at 864-881-2904 or jcampbell@simpsonville.com.

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: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Approval of Minutes

Summary of Item/Purpose:

Approval of minutes for Committee of the Whole Meeting on August 25, 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 COMMITTEE OF THE WHOLE MEETING
— DRAFT MINUTES —
Council Chambers, Simpsonville City Hall | August 25, 2026 | 6 p.m.

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1. CALL TO ORDER

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

2. ROLL CALL

City Clerk Justin Campbell called the roll:

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

3. PLEDGE OF ALLEGIANCE

Mayor Shewmaker led Council Chambers in the Pledge of Allegiance.

4. APPROVAL OF MINUTES

The minutes for the Committee of the Whole Meeting on July 28, 2026 were approved as submitted.

5. PRESENTATIONS

A. Recodification: An Outline for Recodifying the Simpsonville Code of Ordinances
Justin Campbell, City Clerk
Clerk Campbell presented an outline for recodifying the Simpsonville Code of Ordinances.

B. Communication Utility Providers Report
Charlene Carter, City Planner
Planner Carter presented the Communication Utility Providers Report and answered Council's questions.

6. CITIZEN COMMENTS

- Jeannie Bowers gave comments about accumulations of trash and junk on residential properties and requested clearer ordinances, penalties, and enforcement.
- Mark Housley gave comments in support of traffic-calming measures on Foxhound Road near the neighborhood park.
- Morgan Ritsick gave comments about privacy, data retention, sharing, and security concerns involving Flock Safety cameras and requested a pause on expansion pending adoption of oversight requirements.
- Marsha Kincaid gave comments about fiber-installation damage and requested stronger contractual protections and provision for repairs to public and private property.
- Mayor Shewmaker ruled an attempted comment out of order, stating that the individual did not have standing in the City and could not sign up anonymously.

7. STAFF REPORTS

Department heads were available to answer questions concerning the Unified Departments Report.

A. Financial Report
Finance Director Maria Tooley gave the monthly Financial Report.

B. City Administrator Report
City Administrator Tee Coker gave the monthly City Administrator Report and answered Council's questions.

Police Chief Mike Hanshaw answered Council's questions about traffic enforcement and automated license plate readers, including law-enforcement uses, data retention and sharing, access controls, audits, and privacy safeguards.

8. BUSINESS

A. Code of Ordinances Section 2-69(b), Public Participation at Meetings, to clarify and define eligibility requirements for public participation at Council meetings
Tim Pinkerton, Councilmember

- Motion by Councilmember Pinkerton with a second by Councilmember Roche to move the proposed revision to Section 2-69(b) to the Business Meeting on September 8, 2026.
- City Attorney Daniel Hughes agreed to prepare language addressing the existing zoning provision for owners of property adjoining proposed annexations. No separate amendment was voted on.
- Main motion: Yes – 7. No – 0. Motion carried.

B. Resolution R-2026-19, to authorize the City Administrator to enter into a contract with CivicPlus/Municode for recodification of the Simpsonville, S.C. Code of Ordinances
Tim Pinkerton, Councilmember
Motion by Councilmember Pinkerton with a second by Councilmember Rupe to approve Resolution R-2026-19, thereby moving the resolution to the Business Meeting on September 8, 2026. Yes – 7. No – 0. Motion carried.

9. EXECUTIVE SESSION

A. Legal advice pertaining to Greenville County Court of Common Pleas Case No. 2 024CP2303340
Motion by Councilmember Roche with a second by Councilmember Williams to enter into executive session to receive legal advice regarding item 9.A., as permitted by S.C. Code § 30-4-70(a)(2). Yes – 7. No – 0. Motion carried.

B. Negotiations incident to proposed contractual matters related to Resolution R-2026-20, authorizing an agreement for City banking services

- Motion by Councilmember Roche with a second by Councilmember Williams to enter into executive session regarding item 9.B., as permitted by S.C. Code § 30-4-70(a)(2). Yes – 7. No – 0. Motion carried.
- Council entered one executive session covering both items at 8:12 p.m. and returned to public session at 8:50 p.m.
- Motion by Councilmember Williams with a second by Councilmember Rupe to approve Resolution R-2026-20 authorizing an agreement for City banking services with Pinnacle Bank d/b/a Synovus Bank and advance the item to the next Business Meeting on September 8, 2026. Yes – 7. No – 0. Motion carried.

10. ADJOURNMENT

Mayor Shewmaker adjourned the meeting without objection at 8:52 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: Jon Derby

Department: Planning

Date Submitted: 09/15/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Land Development Regulation - Amendment Presentation

Summary of Item/Purpose:

To present amendments pertaining to the Land Development Regulations in preparation of October discuss

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

AGENDA ITEM

September 16, 2026

To:	City Council
From:	Planning Director, Jon Derby
Subject:	Land Development Regulation Amendment
Meeting Date:	**September 22, 2026**
Agenda Item:	Presentation
Attachments:	Amended LDR with strikethroughs, Clean Version LDR

Memo

Mayor & Council,

Planning Staff has been working with other departments to update and streamline our Land Development Regulations (LDR). The LDR has been amended from time to time, but we have concluded a complete overhaul of this document, with more adequate design standards and with current construction agency references. Staff will be introducing this amendment to the Planning Commission on October 6th. Recommendations from the Planning Commission are expected to come before the next Committee of the Whole on October 27th for Council's Consideration.

This item is being presented as an informative presentation.

SIMPSONVILLE UNIFIED DEPARTMENTS REPORT

Committee of the Whole Meeting: September 22, 2026

Reporting period: August 2026

Assembled for: Justin Campbell, City Clerk

Executive Summary

In August 2026, Fire, Police, Parks & Recreation, and Public Works maintained core services while advancing staffing, facility improvements, technology implementation, and community programming. Coordination across departments supported the City's anniversary events and preparations for National Night Out and the holiday season. Police recruitment and the implementation of budgeted projects remain key areas of ongoing work.

Department	August Results & Current Status
Fire	460 calls; 148 inspections; 12 violations resolved; 1,317 training hours; 1,287 people reached.
Police	8 officer vacancies and 1 dispatcher vacancy; 3 officer candidates and 1 dispatcher candidate completing hiring.
Parks & Recreation	More than 1,300 fall-sports participants; Woodside Park and fencing work advancing; theatre programming expanding.
Public Works	717.87 tons of domestic waste; 36,631 can tips; 68 manholes inspected; OpenGov implementation underway.

Work ahead

- Staffing & Readiness: Complete pending Police hires while Fire continues inspections, training, and October event planning.
- Facilities & Programs: Advance Woodside Park and Alder Park improvements, monitor the October Undiscovered SC grant announcement, and build theatre and recreation participation.
- Infrastructure & Systems: Continue utility coordination during downtown construction and the approximately 10-month OpenGov implementation. Two budgeted Public Works storage buildings remain planned.
- Shared Events: Police, Fire, and Public Works are preparing for National Night Out. Public Works is also assisting with Christmas activities and Holiday Stroll installations.

Fire Department

Fire maintained emergency response, prevention, and training activity. August calls declined by 18 from July's 478, a decrease of approximately 3.8%. Most incidents occurred within city limits, with EMS and service-assistance calls accounting for the largest shares.

Past Activities and Highlights

Measure	August 2026
Calls for service	460
Fire-code inspections	148
Fire-code violations resolved	12
Community members reached	1,287
Juveniles included in outreach total	830
Training hours	1,317

Training covered accountability, leadership, EMT, and hazardous materials. The department also reported Spark Fest participation with Touch a Truck and Sparky.

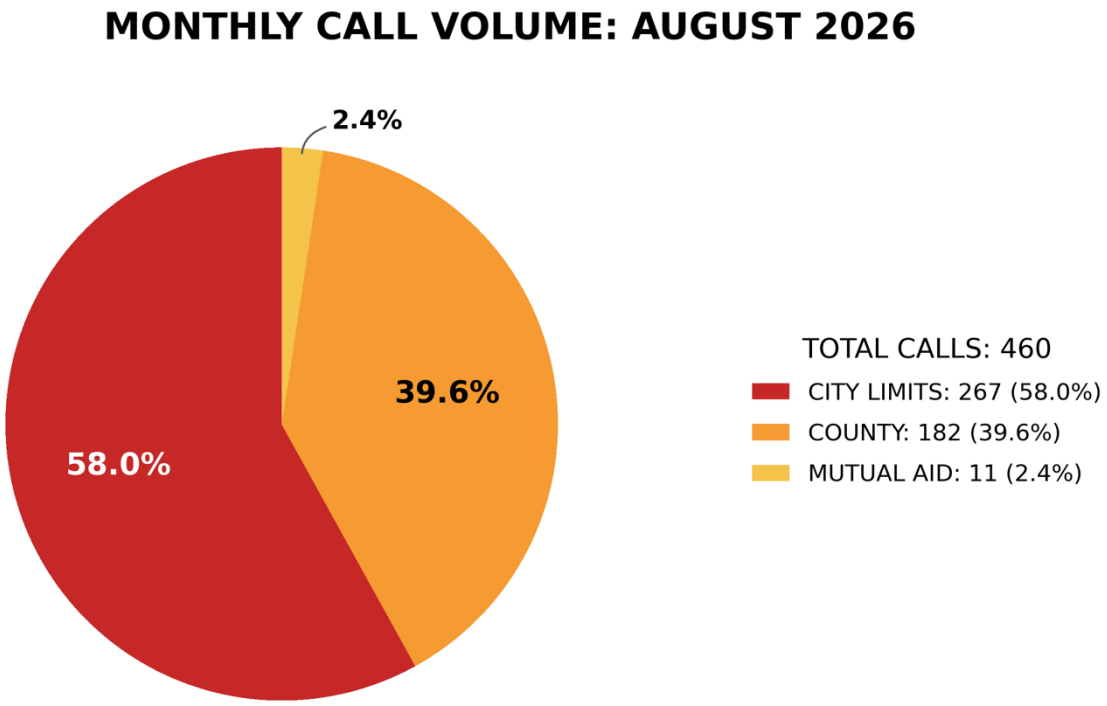
Upcoming Events and Projects

- Plan the October golf tournament benefiting the S.C. Burned Children's Fund.
- Conduct follow-up inspections to resolve outstanding fire-code violations.
- Continue planning for National Night Out in October.

Issues to Monitor: None reported.

Proposals and Recommendations: None reported.

Fire Department Call Volume



Police Department

Recruitment remains the principal staffing issue. Paulina Hartney moved into the Administrative Services Coordinator position, expanding her responsibility for administrative office needs and project management for Police Department and City programs and events.

Staffing

Position	Open positions	Candidates completing hiring	Open after pending hires*
Police officer	8	3	5
Dispatcher	1	1	0

*Projected openings assume every pending candidate completes the hiring process.

Past Activities and Highlights

- Chief Hanshaw and Captain Schofield presented the Rotary Club with the Chief's Award for its Shop with a Cop partnership. Chief Hanshaw also participated in a Rotary video explaining the program and the partnership.
- The department participated in the Spark Fest Block Party celebrating Simpsonville's 125th anniversary.
- Chief Hanshaw and Captain Schofield attended the Mayoral Banquet recognizing past and current mayors and the installation of the Mayor Richardson statue to the municipal complex.

Upcoming Events and Projects

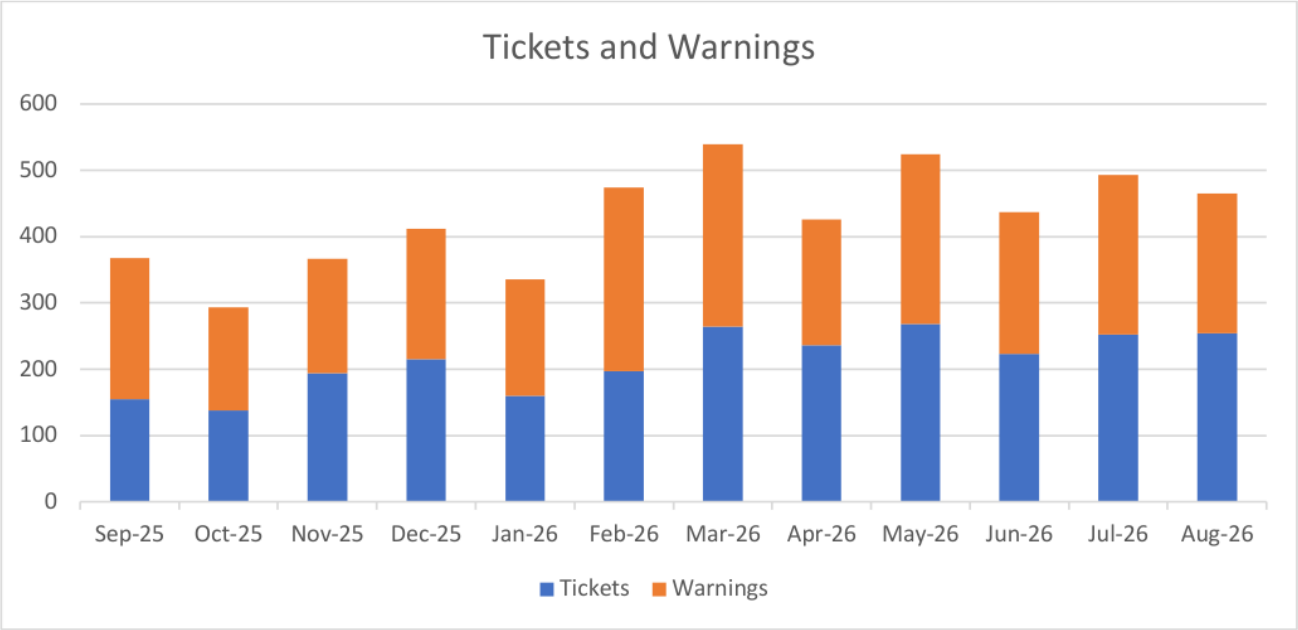
- Prepare for National Night Out scheduled for Oct. 6.
- Participate in Hispanic Alliance Network meetings to strengthen relationships with Hispanic communities in the city.
- Participate in the Crime Stoppers Russ Sorrow and Fallen Officers Award Luncheon honoring Greenville County law-enforcement officers who died in the line of duty.

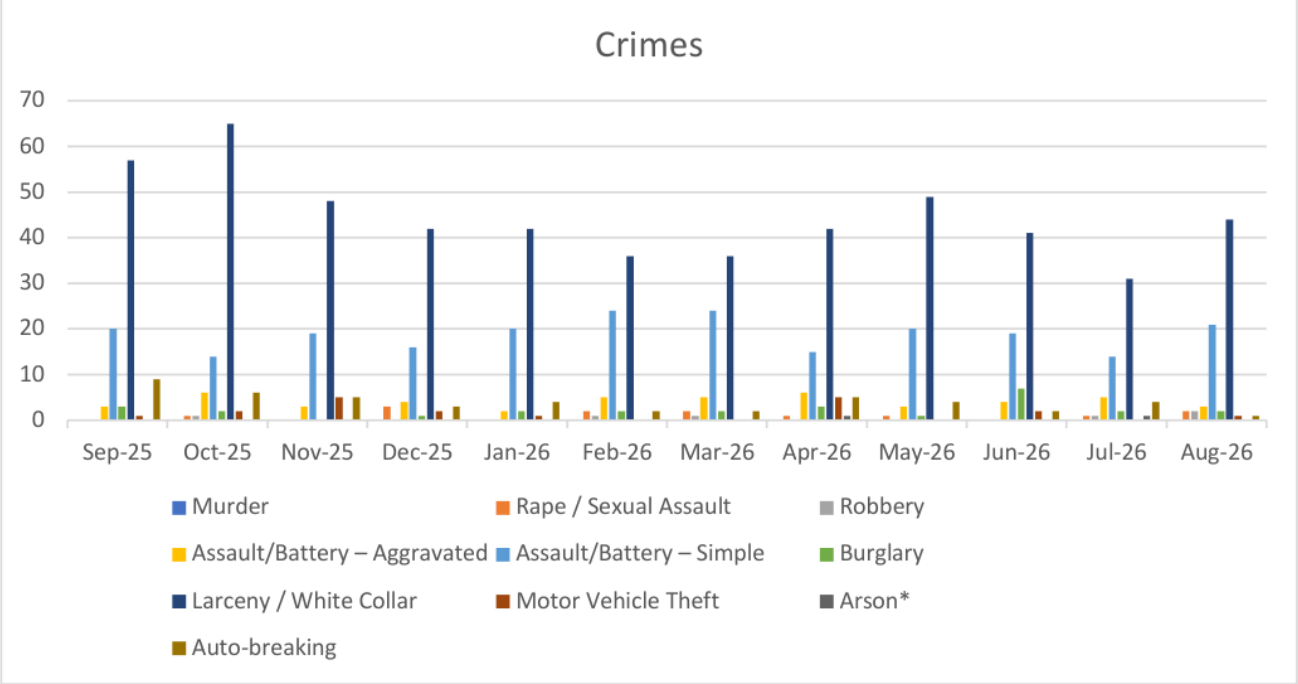
Issues to Monitor: Complete pending hires and continue recruitment for remaining vacancies.

Proposals and Recommendations: No new proposals this reporting period.

Police Activity Trends

September 2025 through August 2026





Tickets and warnings and major crime categories

Parks and Recreation

Fall sports and facility improvements are underway. The department reports more than 1,300 fall-sports participants and is expanding theatre programming while continuing grounds maintenance, facility work, and Senior Activity Center activities.

Past Activities and Highlights

- Athletics: Tackle football, flag football, baseball, softball, cheerleading, and volleyball are in season. Fall sports will run through October.
- Arts Center: More than half of the inaugural Mystery Dinner Theatre's capacity was reserved at submission, about a month before the show. The Simpsonville Theatre Company added the one-weekend young-artist Christmas Cabaret, Echoes of Christmas, to benefit Echoes Ensemble, which begins in January. Staff are fitting the 2027 theatre schedule around existing bookings.
- Grounds and projects: Special-project pricing and fence work continue. Woodside Park improvements are intended to allow 12U baseball to play exclusively at the upgraded park in spring 2027.
- Senior Activity Center: Activities included Two Kings Casino, line dancing, a banana-split party, and Art & Soul. The monthly activity schedule records 4,254 participation units.
- Facilities: Work included the City Hall/Police hot-water heater and obtaining pricing for an Arts Center camera system for the FY 2027/2028 budget.

Upcoming Events and Projects

- A groundbreaking for the joint Leadership Simpsonville project to resurface and upgrade Alder Park's basketball courts was tentatively planned for September.
- An Undiscovered SC grant announcement is expected in October.

Issues to Monitor: The social-media improvement plan has been implemented. Staff are exploring ways to increase Heritage Park train participation following extended downtime caused by a mechanical issue.

Proposals and Recommendations: Continue aligning departmental plans with the Recreation Master Plan and the 10-year Capital Improvements Plan.

PARKS & RECREATION DETAILED REPORT

Athletics Participation

Program and season	Players	Volunteer coaches
Spring Baseball (March–June)	592	52
Spring Softball (March–June)	104	13
Spring Flag Football (March–June)	220	32
Spring Volleyball (March–June)	342	42
Summer 3-on-3 Basketball (June–August)	38	6
Cheerleading (May–November)	36	6
Tackle Football (June–November)	106	16
Fall Baseball (August–November)	478	42
Fall Softball (August–November)	113	16
Fall Flag Football (August–November)	276	38
Fall Volleyball (August–November)	323	34
Winter 5-on-5 Basketball (December–February)	111	15
Total participation units	2739	312

Public Works

August work focused on implementing FY 2026/2027 budget items, particularly the OpenGov asset-management system. The approximately 10-month implementation is intended to support work orders, task tracking, preventive maintenance, and cost identification. Staff also coordinated holiday preparations with Paulina Hartney and met weekly with utility providers about known conflicts in the downtown streetscape area.

Past Activities and Highlights

- Began OpenGov implementation and preparations for holiday activities at the municipal complex and park.
- Participated in the Mayors' Banquet, Spark Fest, and the Simpsonville Chamber's A-List Awards.
- Continued weekly utility-provider meetings on downtown streetscape conflicts.

Upcoming Events and Projects

- Prepare for National Night Out scheduled for Oct. 6.
- Plan and install Simpsonville's Holiday Stroll on the municipal complex and park grounds.
- Address issues and concerns as downtown streetscape construction progresses.
- Proceed with two metal storage buildings approved in the FY 2026/2027 budget to protect equipment from the elements.

Issues to Monitor: No issues were identified in the narrative. The sanitation worksheet notes that Truck 310 is down for maintenance at Amick and Truck 307 went to Velocity for warranty work.

Proposals and Recommendations: The two budgeted buildings will provide additional equipment-storage capacity.

Performance Reporting: After OpenGov implementation, reports are expected to be generated from that platform instead of Excel. Detailed activity data are available in the accompanying Public Works spreadsheet.

PUBLIC WORKS YEARLY REPORT

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

Date Submitted: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Monthly Financial Report

Summary of Item/Purpose:

Monthly Financial Report

Action Requested of Council:

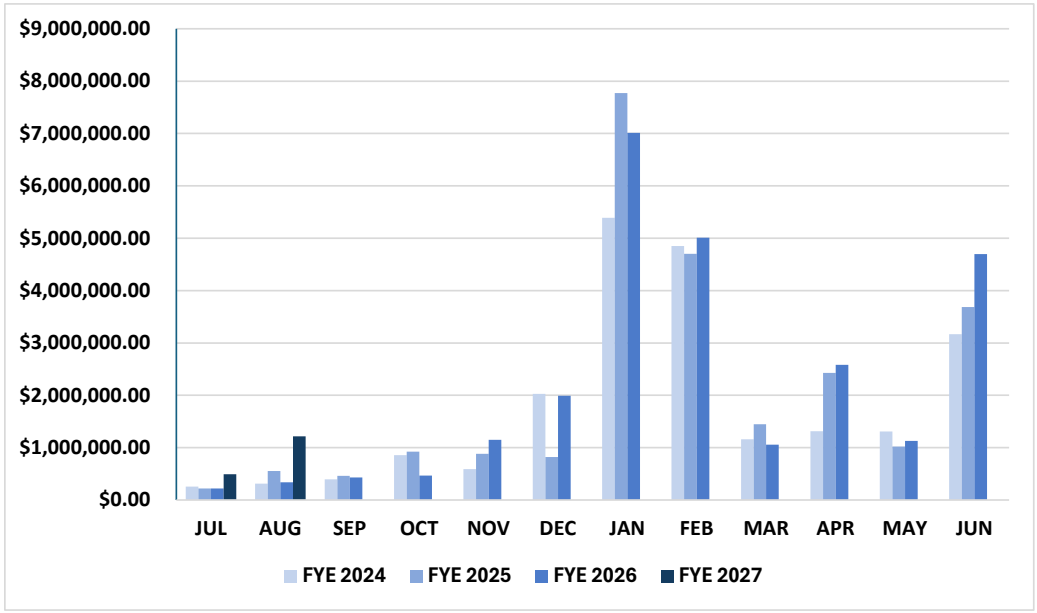
Discussion Only ☐
Move to Business Meeting ☐
First Reading ☐
Second Reading ☐
Approval/Vote (e.g. resolutions) ☐
Presentation ☐
Proclamation ☐
Other: ☑ Report

Are supporting documents attached?

☑ Yes ☐ No

MONTHLY FINANCIAL UPDATE – Aug-26

GENERAL FUND – OVERVIEW OF REVENUE



FYE 2026	Revenue	FYE 2027	Revenue
Jul-25	$1,144,314.08	Jul-26	$492,007.58
Aug-25	$572,975.45	Aug-26	$1,214,707.33
Sep-25	$655,937.05	Sep-26	
Oct-25	$634,667.91	Oct-26	
Nov-25	$898,633.20	Nov-26	
Dec-25	$2,572,100.24	Dec-26	
Jan-26	$6,178,029.01	Jan-27	
Feb-26	$6,891,153.82	Feb-27	
Mar-26	$1,358,446.21	Mar-27	
Apr-26	$1,489,632.50	Apr-27	
May-26	$2,076,811.77	May-27	
Jun-26	$5,317,862.90	Jun-27	
Year to Date Other Financing Sources	$ 916,628.00	Year to Date Other Financing Sources	$ 17,671.06
YTD *Revenue	**$30,707,192.14**	YTD *Revenue	**$1,724,385.97**
% of BUDGET	116%	% of BUDGET	4.32%
BUDGET	**$25,659,464.00**	**BUDGET**	**$29,450,823.00**
Budgeted Other Financing Sources	**$916,628.00**	Budgeted Other Financing Sources	**$10,511,102.00**
TOTAL	**$26,576,092.00**	**TOTAL**	**$39,961,925.00**

***Excludes $836,658.84 in July 2025 received funds from sale of Old City Hall

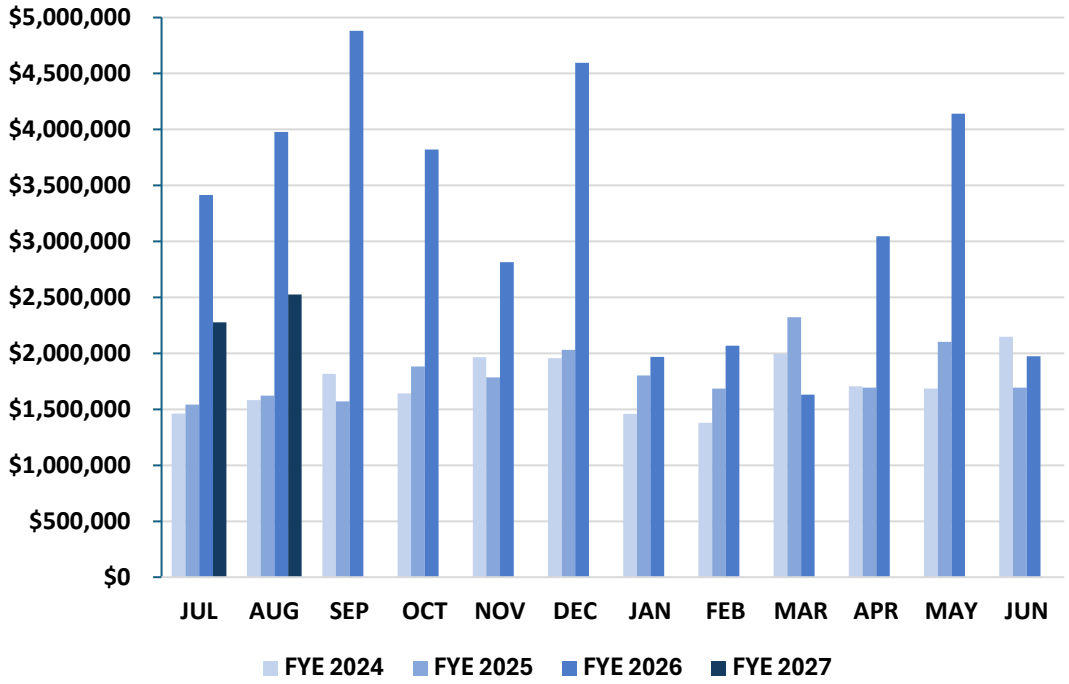
General Fund - Fiscal Year Revenue Comparison
As of August 2026

	FYE – 2026	FYE – 2027	$ Difference	% Increase/Decrease
***	$1,717,289.53	$1,724,385.97	$7,096.44	0% Increase

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

Other Financing Sources:	*Proceeds on Disposals Capital Assets*	*$*	*17,671.06*
	Insurance Proceeds	*$*	-
	Transfer from Sewer Fund		
	Transfer from Special Revenue		
	Transfer from PW Enterprise Fund		
	Transfer from Capital Projects Fund		
	Year-to-Date Other Financing Sources:	***$***	***17,671.06***

GENERAL FUND – OVERVIEW OF EXPENDITURES



FYE 2026	Expenditures	FYE 2027	Expenditures
Jul-25	$2,159,838.96	Jul-26	$2,275,992.72
Aug-25	$2,177,961.01	Aug-26	$2,525,695.15
Sep-25	$1,729,184.04	Sep-26	
Oct-25	$3,733,754.34	Oct-26	
Nov-25	$2,011,839.59	Nov-26	
Dec-25	$1,908,304.49	Dec-26	
Jan-26	$2,006,188.29	Jan-27	
Feb-26	$1,843,634.29	Feb-27	
Mar-26	$2,395,750.51	Mar-27	
Apr-26	$1,803,781.61	Apr-27	
May-26	$2,499,571.13	May-27	
Jun-26	$2,798,617.39	Jun-27	
YTD	$27,068,425.65	YTD	$4,801,687.87
% of BUDGET	102%	% of BUDGET	12%
BUDGET	$26,576,092.00	BUDGET	$39,961,925.00

General Fund - Fiscal Year Revenue Comparison
As of August 2026

FYE – 2026	*FYE – 2027*	*$ Difference*	*% Increase/Decrease*	
$4,337,799.97	*$4,801,687.87*	*463,887.90*	*11%*	*Increase*

Cash on Hand as of August 31, 2026:
$13,782,341.40

GENERAL FUND – OVERVIEW OF DEBT

GENERAL OBLIGATION BONDS	Maturity Date	Original Amount	Remaining Balance (Principal)	Payments Already Made in FYE 2027	Amount Still Due in FYE 2027 (Principal & Interest)
2019 G.O. Bond	4/1/2026	$772,000	$0.00	$0.00	$0.00

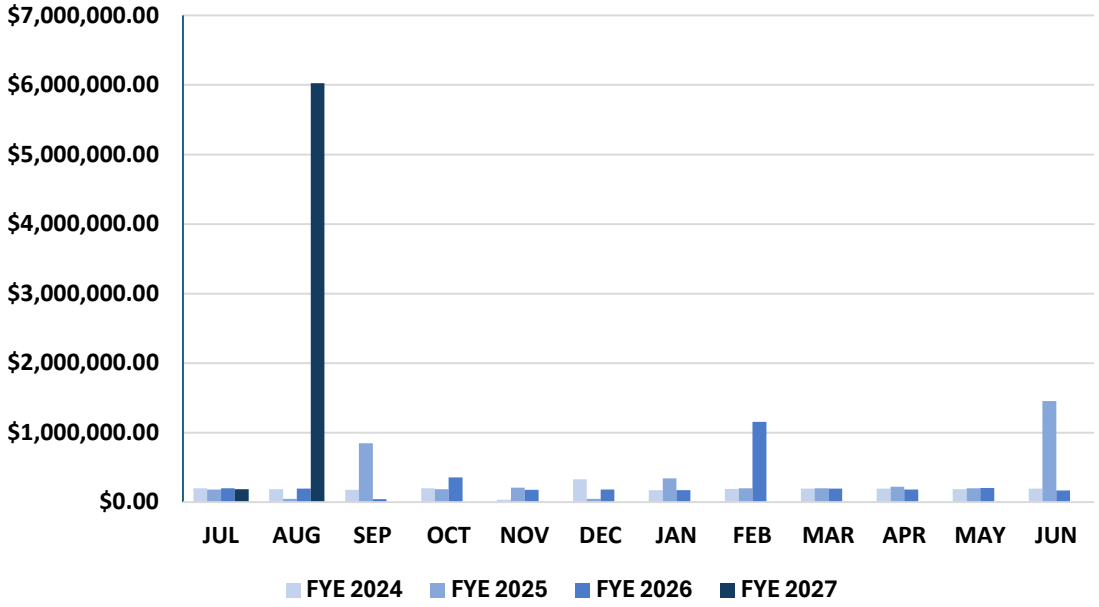
INSTALLMENT PURCHASE REVENUE BONDS	Maturity Date	Original Amount	Remaining Balance (Principal)	Payments Already Made in FYE 2027	Amount Still Due in FYE 2027 (Principal & Interest)
2021 IPRB	6/30/2042	$11,300,000.00	$9,680,000.00	$0.00	$179,021.88

2021 Installment Purchase Revenue Bond

Monthly Activity

2021 IPRB Details	*Beginning Balance*	*Debt Service Payments (Monthly Installment)*	*Principal/Interest/Construction (Made by US Bank on behalf of City)*	*Ending Balance*
US Bank – Bond Fund	$2,778.24		$7.69	$2,793.36

SEWER FUND – OVERVIEW OF REVENUE†



† Excludes donated sewer infrastructure

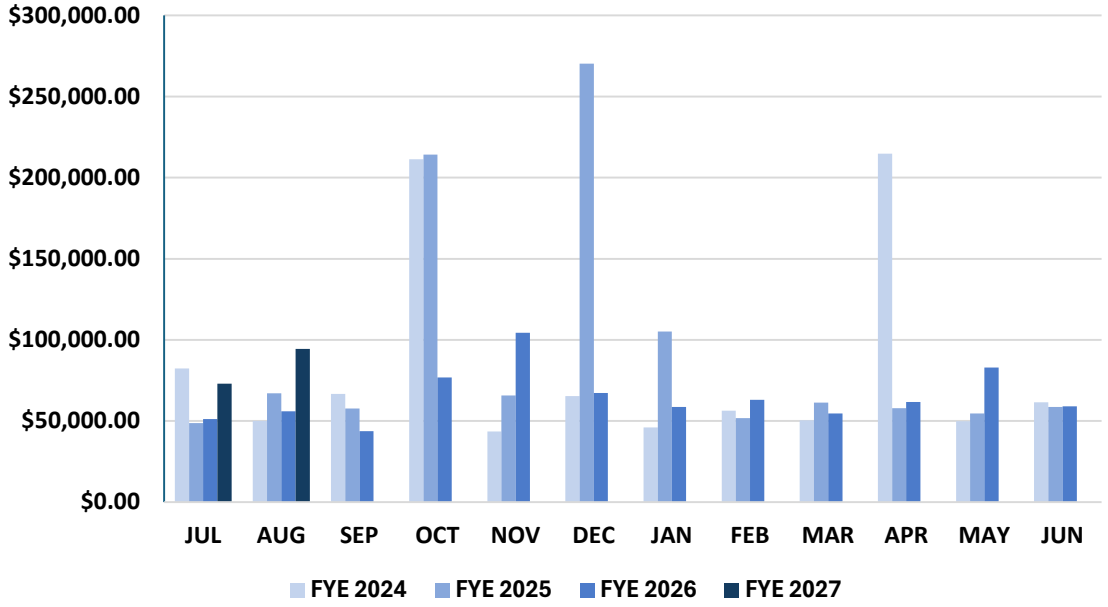
FYE 2026	Revenue	FYE 2027	Revenue
Jul-25	$188,005.34	Jul-26	$186,548.58
Aug-25	$216,727.01	Aug-26	$6,023,708.78
Sep-25	$189,702.76	Sep-26	
Oct-25	$1,996,657.36	Oct-26	
Nov-25	$201,411.48	Nov-26	
Dec-25	$184,042.42	Dec-26	
Jan-26	$207,334.46	Jan-27	
Feb-26	$183,367.36	Feb-27	
Mar-26	$193,607.33	Mar-27	
Apr-26	$182,699.42	Apr-27	
May-26	$190,456.84	May-27	
Jun-26	$169,217.90	Jun-27	
YTD	**$4,103,229.68**	YTD	**$6,210,257.36**
% of BUDGET	181%	% of BUDGET	265%
BUDGET	**$2,270,000.00**	**BUDGET**	**$2,340,000.00**

***SCIPP Grant proceeds of $5,839,924.09

Sewer Fund - Fiscal Year Revenue Comparison
As of August 2026

FYE – 2026	*FYE – 2027*	*$ Difference*	*% Increase/Decrease*
$404,732.35	*$6,210,257.36*	*$5,805,525.01*	*1434% Increase*

SEWER FUND – OVERVIEW OF EXPENDITURES†



FYE 2026	Expenditures	FYE 2027	Expenditures
Jul-25	$70,202.68	Jul-26	$72,916.99
Aug-25	$68,667.32	Aug-26	$94,452.79
Sep-25	$56,173.37	Sep-26	
Oct-25	$218,552.94	Oct-26	
Nov-25	$75,717.91	Nov-26	
Dec-25	$70,595.87	Dec-26	
Jan-26	$82,772.54	Jan-27	
Feb-26	$63,801.66	Feb-27	
Mar-26	$61,410.21	Mar-27	
Apr-26	$154,896.81	Apr-27	
May-26	$116,216.67	May-27	
Jun-26	$63,655.88	Jun-27	
YTD	$1,102,663.86	YTD	$167,369.78
% of BUDGET	99%	% of BUDGET	10%
BUDGET	$1,108,724.00	BUDGET	$1,619,500.00

Cash on Hand as of August 31, 2026:
$1,482,250.85

Sewer Fund - Fiscal Year Expense Comparison
As of August 2026

FYE – 2026	*FYE – 2027*	*$ Difference*	*% Increase/Decrease*	
$138,870.00	*$167,369.78*	*$28,499.78*	*21%*	*Increase*

SEWER FUND - OVERVIEW OF LIABLILITIES

LIABILITIES*

REVENUE BOND*	Maturity Date	Original Amount	Remaining Balance (Principal)	Payments Already Made in FYE 2026	Amount Still Due in FYE 2026 (Principal & Interest)
2016 Revenue Bond	4/1/2037	$10,270,000	$2,765,000.00	$14,560.42	$167,444.83
2026 Revenue Bond	4/1/2033	$3,940,000	$3,940,000.00	$107,022.32	$1,230,756.68

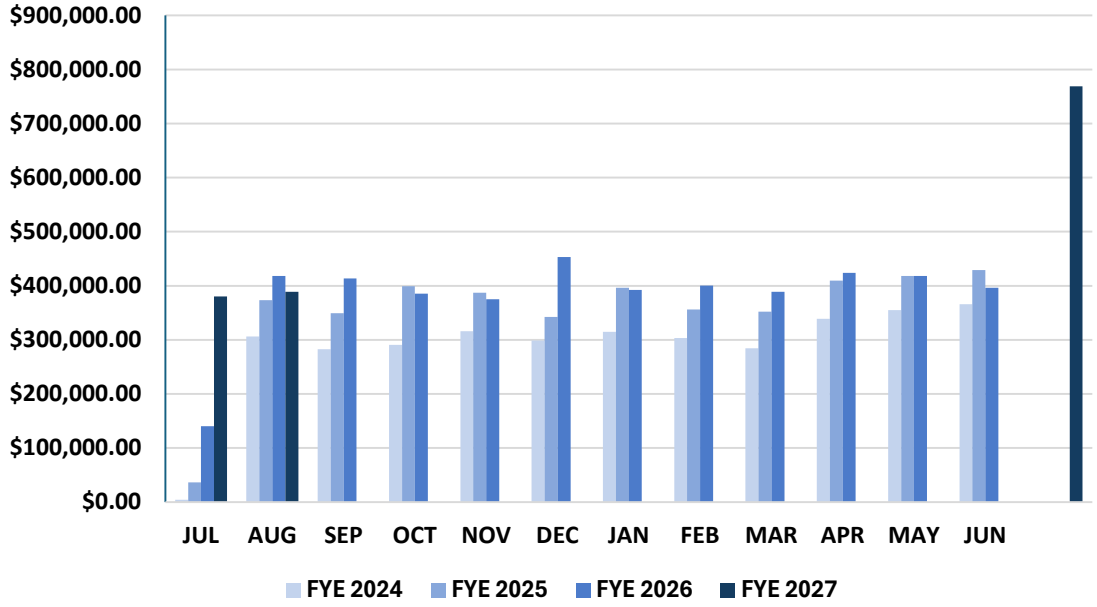
‡ Excludes depreciation expenses

* Not included in expenditure report

2016 & 2026 Sewer Revenue Bond
Monthly Activity

2016 Sewer Revenue Bond Details	*Beginning Balance*	*Debt Service Payments* *(Monthly Installment)*	*Principal/Interest/Construction* *(Made by US Bank on behalf of City)*	*Ending Balance*
US Bank -2016 Debt Service Fund	$77,597.56	$7,280.21	$200.68 - Interest	$85,078.45
US Bank -2026 Debt Service Fund	$214,521.05	$53,511.16	$530.58 - Interest	$268,562.79

SPECIAL REVENUE FUND – OVERVIEW OF REVENUE



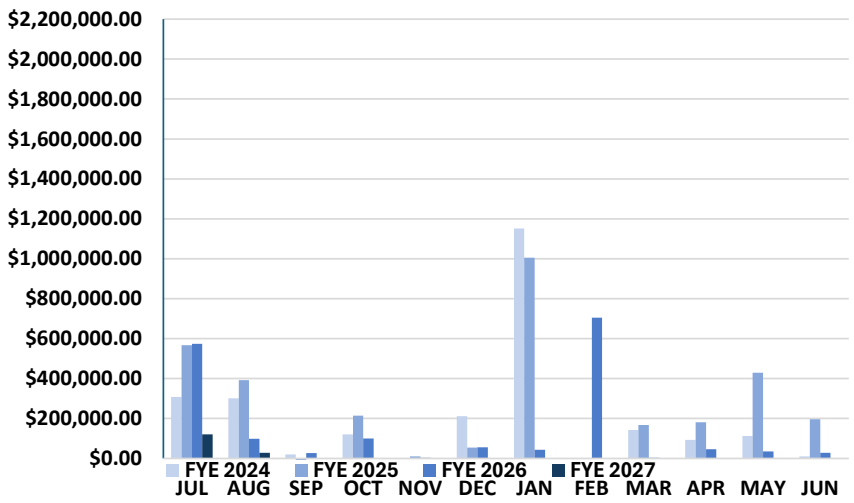
FYE 2026	Revenue	FYE 2027	Revenue
Jul-25	$415,172.70	Jul-26	$380,097.37
Aug-25	$391,182.38	Aug-26	$388,907.28
Sep-25	$416,089.94	Sep-26	
Oct-25	$404,988.82	Oct-26	
Nov-25	$414,898.09	Nov-26	
Dec-25	$391,766.72	Dec-26	
Jan-26	$314,386.57	Jan-27	
Feb-26	$265,469.13	Feb-27	
Mar-26	$477,920.10	Mar-27	
Apr-26	$459,310.81	Apr-27	
May-26	$392,091.30	May-27	
Jun-26	$414,849.03	Jun-27	
YTD	$4,758,125.59	YTD	$769,004.65
% of BUDGET	105%	% of BUDGET	16%
BUDGET	$4,550,000.00	BUDGET	$4,750,000.00

Special Revenue Fund - Fiscal Year Revenue Comparison
As of August 2026

FYE – 2026	*FYE – 2027*	*$ Difference*	*% Increase/Decrease*	
$806,355.08	*$769,004.65*	*($37,350.43)*	*-5%*	*Decrease*

****This includes a $1,000,000 earnmark that was received in October 2024 without that we received about $9,500 less revenue as the previous year.

SPECIAL REVENUE FUND – OVERVIEW OF EXPENDITURES



FYE 2026	Expenditure	Transfers	FYE 2027	Expenditure	Transfers
Jul-25	$516,896.50	$0.00	Jul-26	$120,792.01	$0.00
Aug-25	$186,800.00	$0.00	Aug-26	$28,487.14	$0.00
Sep-25	$59,466.00	$0.00	Sep-26		$0.00
Oct-25	$89,768.28	$0.00	Oct-26		$0.00
Nov-25	$0.00	$0.00	Nov-26		$0.00
Dec-25	$13,411.90	$0.00	Dec-26		$0.00
Jan-26	$1,218,067.00	$0.00	Jan-27		$0.00
Feb-26	$11,043.78	$0.00	Feb-27		$0.00
Mar-26	$28,903.19	$0.00	Mar-27		$0.00
Apr-26	$51,658.15	$0.00	Apr-27		$0.00
May-26	$165,882.00	$0.00	May-27		$0.00
Jun-26	$904,835.06	$0.00	Jun-27		$0.00
YTD	**$3,246,731.86**	**$0.00**	**YTD**	**$149,279.15**	**$0.00**
% of BUDGET	134%	0%	% of BUDGET	17%	0%
BUDGET	**$2,430,621.00**	**$650,505.00**	**BUDGET**	**$861,031.00**	**$1,436,589.78**

Special Revenue Fund - Fiscal Year Revenue Comparison
As of August 2026

FYE – 2026	*FYE – 2027*	*$ Difference*	*% Increase/Decrease*	
$516,896.50	*$149,279.15*	*($367,617.35)*	*-71%*	*Decrease*

Cash on Hand as of August 31, 2026:
$9,669,247.31

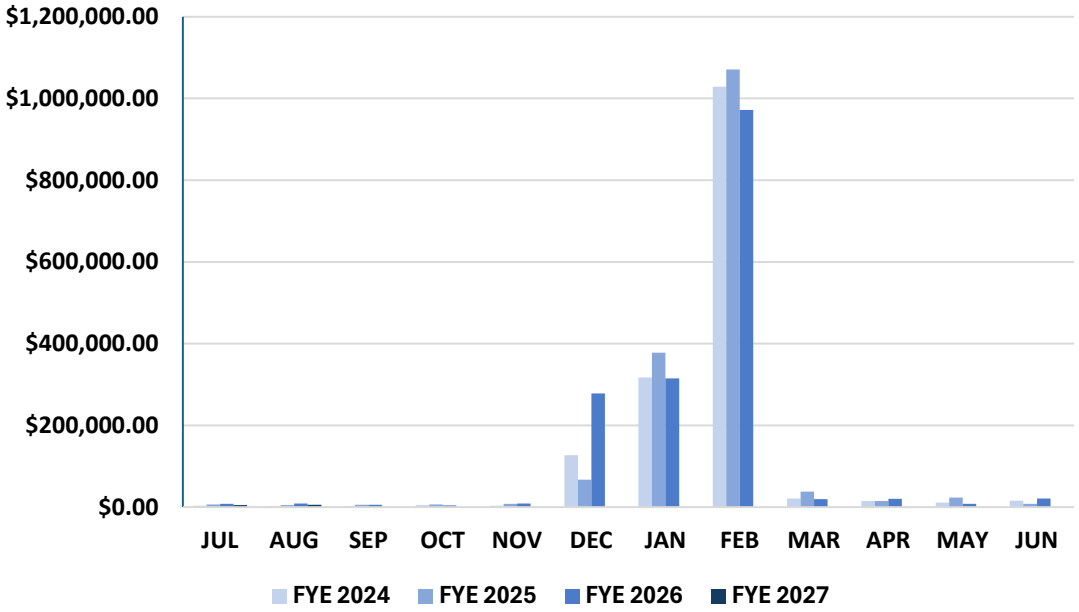
SPECIAL REVENUE - OVERVIEW OF DEBT

H&A TAX REVENUE REFUNDING AND IMPROVEMENT BOND	Maturity Date	Original Amount	Remaining Balance (Principal)	Payments Already Made in FYE 2027	Amount Still Due in FYE 2027 (Principal & Interest)
2021 Revenue Bond	6/30/2036	$14,155,000	$11,040,000.00	$213,458.34	$2,454,770.91

2021 H&A Tax Revenue Bond
Monthly Activity

2021 H&A TAX REVENUE BOND Details	*Beginning Balance*	*Debt Service Payments*	*Principal/Interest/Construction* *(Made by US Bank on behalf of City)*	*Ending Balance*
US Bank - Interest Account	$61,968.57	$37,979.17	$127.27 Interest Earned	$100,075.01
US Bank - Principal Account	$533,639.08	$68,750.00	$1,394.14 Interest Earned	$603,783.22
US Bank - Construction Fund	$0.00	$0.00	$0.00 Interest Earned	$0.00

PUBLIC WORKS ENTERPRISE FUND – OVERVIEW OF REVENUE



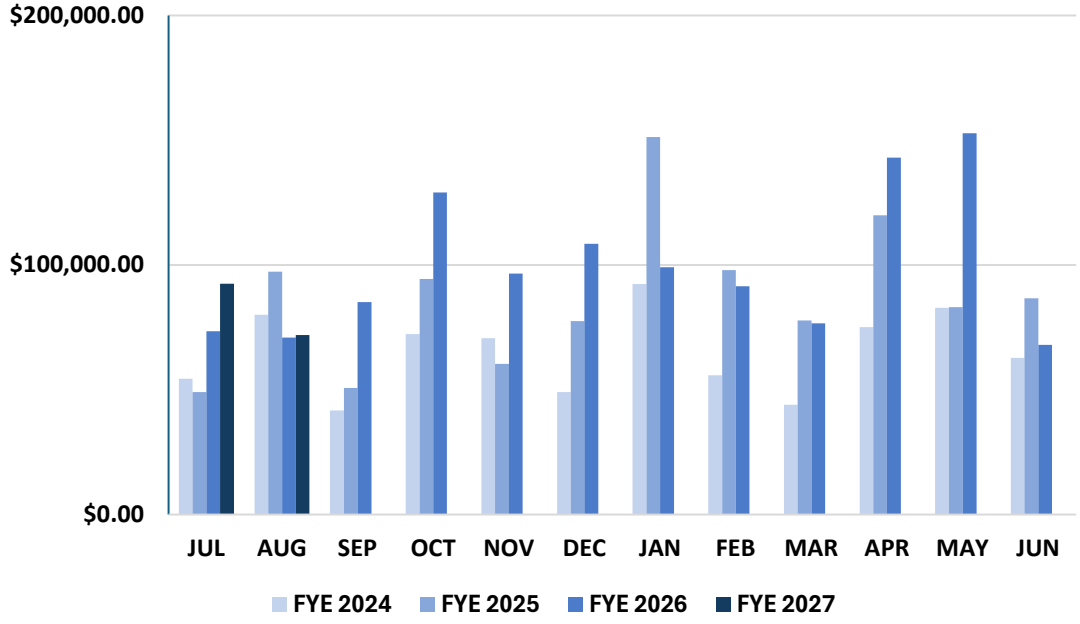
FYE 2026	Revenue	FYE 2027	Revenue
Jul-25	$9,131.00	Jul-26	$5,181.79
Aug-25	$6,644.75	Aug-26	$5,486.62
Sep-25	$4,976.92	Sep-26	
Oct-25	$4,813.67	Oct-26	
Nov-25	$10,636.34	Nov-26	
Dec-25	$301,164.43	Dec-26	
Jan-26	$1,082,327.00	Jan-27	
Feb-26	$210,215.34	Feb-27	
Mar-26	$22,331.36	Mar-27	
Apr-26	$16,533.07	Apr-27	
May-26	$6,695.60	May-27	
Jun-26	$10,851.99	Jun-27	
YTD	**$1,686,321.47**	**YTD**	**$10,668.41**
% of Budget	101%	% of Budget	1%
Budget	**$1,673,000.00**	**Budget**	**$2,033,000.00**

PW Enterprise Fund - Fiscal Year Revenue Comparison

As of August 2026

FYE – 2026	***FYE – 2027***	***$ Difference***	***% Increase/Decrease***	
$15,775.75	*$10,668.41*	*($5,107.34)*	*-32%*	*Decrease*

PUBLIC WORKS ENTERPRISE FUND – OVERVIEW OF EXPENDITURES



FYE 2026	Expenditures	FYE 2027	Expenditures
Jul-25	$94,630.17	**Jul-26**	$92,546.67
Aug-25	$70,857.56	**Aug-26**	$71,982.50
Sep-25	$85,105.92	**Sep-26**	
Oct-25	$129,009.39	**Oct-26**	
Nov-25	$96,556.16	**Nov-26**	
Dec-25	$108,477.69	**Dec-26**	
Jan-26	$99,134.50	**Jan-27**	
Feb-26	$91,462.83	**Feb-27**	
Mar-26	$76,677.56	**Mar-27**	
Apr-26	$143,078.78	**Apr-27**	
May-26	$152,803.79	**May-27**	
Jun-26	$67,984.71	**Jun-27**	
YTD	**$1,215,779.06**	**YTD**	**$164,529.17**
% of Budget	86%	**% of Budget**	11%
Budget	**$1,409,165.00**	**Budget**	**$1,433,147.00**

PW Enterprise Fund - Fiscal Year Expense Comparison
As of August 2026

FYE – 2026	***FYE – 2027***	***$ Difference***	***% Increase/Decrease***
$165,487.73	*$164,529.17*	*($958.56)*	*-1% Decrease*

Cash on Hand as of August 31, 2026:
$1,398,661.95

Preliminary Budget Report (August 31st)

Account	Budgeted Expenditures	YTD Expenditures	Encumbrance	Remaining Balance	Percent Remaining
Mayor/Council	$163,225.00	$22,356.78		$140,868.22	86%
Administration					
Administration	$4,910,565.00	$905,989.15	$4,800.00	$3,999,775.85	81%
***Streetscape Project*	$7,700,000	*$246,675.28*		$7,453,324.72	97%
Court	$395,100.00	$54,689.17		$340,410.83	86%
Police					
Police	$7,450,050.00	$1,178,732.82	$12,000.00	$6,259,317.18	84%
Dispatch	$845,762.00	$125,472.71		$720,289.29	85%
Fire	$10,725,000.00	$1,588,519.03	$300,000.00	$8,836,480.97	82%
Public Works					
Public Works	$3,578,450.00	$406,332.83	$29,765.00	$3,142,352.17	88%
Sewer	$1,619,500.00	$167,369.78		$1,452,130.22	90%
Garage	$435,600.00	$51,398.82		$384,201.18	88%
Recreation					
Recreation	$2,379,750.00	$254,311.50		$2,125,438.50	89%
Heritage Park	$1,282,035.00	$202,340.61	$3,243.60	$1,076,450.79	84%
Amphitheater	$53,000.00	$11,544.45		$41,455.55	78%
Special Revenue	$861,031.00	$149,279.15	$80,445.74	$631,306.11	73%
PW Enterprise Fund	$1,433,147.00	$164,527.17		$1,268,619.83	89%

Department	Purchase Order Number	Purchase Order Date	Vendor	Description	Purchase Order Total	Status
Public Works	1000409	7/14/2026	Infrastructure Solutions	Leaf Truck	$241,301.08	Complete
Public Works	1000410	7/14/2026	K-Tech	Equipment	$49,307.95	Complete
Public Works	1000411	7/14/2026	Landscapers Supply Inc	Landscaping Equipment	$64,494.64	Complete
Public Works	1000412	7/14/2026	Amick Equipment Co	Equipment	$357,059.26	Complete
Public Works	1000413	7/14/2026	Esri	Software Subscription	$9,624.80	Complete
Public Works	1000414	7/14/2026	Mr. Manhole	Sewer Manhole Equipment	$51,302.80	Complete
Fire	1000415	7/16/2026	Osi Federal Technologies	MDT Tablets	$6,479.99	Complete
Fire	1000416	7/16/2026	Arnold Roofing	Station 2 Roof Replacement	$23,544.78	Complete
Parks & Rec	1000417	7/20/2026	Landscapers Supply Inc	Mower	$15,646.65	Complete
Public Works	1000418	7/30/2026	Vertosoft	Asset Management Software	$150,868.12	Complete
Administration	1000419	7/30/2026	Vertosoft	New Financial/Budgeting Software	$149,974.59	Open
Parks & Rec	1000420	8/11/2026	Greenville Fence Sales	Fence Installation	$11,147.00	Open
Parks & Rec	1000421	8/11/2026	Gameon	Cheer Uniforms	$3,243.60	Open
Parks & Rec	100422	8/11/2026	Landscapers Supply Inc	Field Sprayer	$17,375.52	Open
Fire	1000423	8/11/2026	Proper International	Uniforms	$4,883.46	Open
Parks & Rec	1000424	8/11/2026	TSP	Field Groomer	$40,923.22	Open
Police	1000425	8/12/2026	SC Dept of Juvenile Justice	Juvenile Housing	$12,000.00	Open
Fire	1000426	8/17/2026	Proper International	Uniforms	$3,560.86	Open
Fire	1000427	8/17/2026	Amazon Capital Services	Projector	$2,362.74	Complete
Fire	1000428	8/19/2026	Proper International	Uniforms	$2,594.34	Complete
Public Works	1000429	8/19/2026	Ace Concrete Construction	Building Pads	$79,765.00	Complete
Parks & Rec	1000430	8/24/2026	Turf Tank	Field robot	$11,000.00	Open
Fire	1000431	8/25/2026	Spartan Fire & Emergency	2 Fire Trucks	$2,410,000.00	Open

Department	Purchase Order Number	Purchase Order Date	Vendor	Description	Purchase Order Total	Status

Department	Purchase Order Number	Purchase Order Date	Vendor	Description	Purchase Order Total	Status

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: Tee Coker

Department: Administration

Date Submitted: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

City Administrator Report

Summary of Item/Purpose:

City Administrator Report

Action Requested of Council:

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

Are supporting documents attached?

☑ Yes ☐ No

CITY ADMINISTRATOR REPORT

September 2026

CCNB Amphitheatre: Opry Entertainment Group is coordinating with staff on required capital investments in the facility. OEG is close to announcing a naming rights sponsor and is already booking events for the 2027 season.

Documents and Records: The City has executed an agreement with CivicPlus to provide additional storage capacity for uploading documents and records, including all resolutions considered by Simpsonville City Council.

Downtown Revitalization and Streetscape: CoTransCo and Thrift continue to conduct weekly coordination meetings with utility providers. Staff continue to work with both firms, Genessee & Wyoming Railroad, and Duke Energy on the utility undergrounding project along the old city hall site.

Emergency Operations Planning: Staff are finalizing a new citywide emergency operations plan that will be submitted for Council review in October.

Heritage Park Events: The City is on track to host over ten baseball/softball tournaments this year. Additionally, Staff has engaged a locomotive specialist to develop a preventative maintenance plan for the miniature train. From March through August, the train completed 534 trips in 2026, compared to 1,047 in the same time frame in 2025.

Hurricane Helene Recovery and Stormwater Remediation: Staff continue to work with ICF, FEMA, and SCEMD to secure reimbursement of storm cleanup expenditures. Additionally, Staff received numerous submittals for the permitting and design of culvert projects in Poinsettia and Forest Park and will select preferred vendor/s soon.

Municipal Tax Relief Act: Staff are working to schedule additional public open house events in October.

Recodification: The City has executed and returned the CivicPlus recodification agreement. CivicPlus has advised that the next phase is collection and submission of the City's Code of Ordinances and applicable ordinances for review.

No Update from Previous Month: *Harrison Bridge Road Corridor, Impact Fee Study, Liberty Park, Municipal Complex, Swamp Rabbit Trail Phase 2, Road Resurfacing, Sewer Improvements*

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: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Ordinance O-2026-09, Segra Franchise Agreement

Summary of Item/Purpose:

A proposed ordinance to issue a fiber franchise agreement to applicant South Carolina Telecommunications Group Holdings, LLC d/b/a Segra

Action Requested of Council:

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

Are supporting documents attached?

☑ Yes ☐ No

ORDINANCE NUMBER O-2026-09

AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT WITH SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC DBA SEGRA

WHEREAS, South Carolina Telecommunications Group Holdings, LLC ("Franchisee") seeks to enter into a Franchise Agreement with the City of Simpsonville (the "City") to allow Franchisee to install, operate, use, maintain, repair, replace, upgrade and remove telecommunications facilities in the City owned right-of-way pursuant to the plans, terms, and conditions set forth in the Franchise Agreement attached hereto as **Exhibit "A"**; and,

WHEREAS, Franchisee is considered a telecommunications company pursuant to the definition under Section 58-9-2200 of the Code of Laws of South Carolina ("Code"); and,

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

WHEREAS, the City is required by S.C. Code § 58-9-2230 and Section 153 (2) of Title 47 of the U.S. Code to manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and is entitled to impose a fair and reasonable franchise or consent fee on a telecommunications company, or an administrative fee upon a telecommunications company that is not subject to the franchise or consent fee, for the use of the public streets and public property on a nondiscriminatory basis, to provide telecommunications services unless the telecommunications company has an existing contractual, constitutional, statutory, or other right to contract or operate in the public streets and public property, in amounts not to exceed the amounts specified in said Section 58-9-2230; and,

WHEREAS, pursuant to Section 2-93 of the City of Simpsonville Code of Ordinances, notice of this ordinance granting a franchise right was timely published a notice in the *Greenville News*, a newspaper of general circulation in the City of Simpsonville stating the nature of the requested franchise; and,

WHEREAS, the purpose of this franchise is to allow Franchisee the right to install, operate, use, maintain, upgrade, repair, replace and remove telecommunication services as contemplated by the Franchise Agreement attached hereto as **Exhibit "A;"** and,

WHEREAS, the City of Simpsonville desires to enter into the Franchise Agreement attached hereto as **Exhibit "A",** the terms of which are incorporated herein as is set forth verbatim; 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, the Mayor and City Council find that it is in the best interests of the City of Simpsonville to enter into the Franchise Agreement attached hereto as **Exhibit "A"**.

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

Section 1. That the Mayor or City Administrator is hereby authorized, empowered and directed to execute acknowledge and deliver the Franchise Agreement attached hereto as **Exhibit "A".**

Section 2: 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 3: This Ordinance shall be effective upon second and final reading.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

_____
Paul Shewmaker, Mayor

ATTEST:

_____
Justin Campbell, City Clerk

First Reading: September 8, 2026
Second and Final Reading: October 13, 2026

Approved as to Form:

_____
Daniel R. Hughes, City Attorney

CITY OF SIMPSONVILLE, SOUTH CAROLINA FRANCHISE AGREEMENT WITH SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC DBA SEGRA

This Franchise Agreement (hereinafter "Agreement") is made and entered into as of this _____ day of _____, 2026 ("Effective Date"), by and between the City of Simpsonville, a South Carolina municipal corporation (hereinafter "City") and South Carolina Telecommunications Group Holdings, LLC, a South Carolina limited liability company, dba Segra (hereinafter "SEGRA"), having its principal office at 120 W. 12th Street, Kansas City, MO 64105.

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

WHEREAS, pursuant to Title 5, Chapter 7, Section 30 of the South Carolina Code, Title 58, Chapter 9, Section 2230 of the South Carolina Code, and Section ____ of the Simpsonville City Code of Ordinances, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and,

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

WHEREAS, by letter dated July 13, 2026, SEGRA requested permission to provide telecommunications services with the City's right-of-way near and between the intersection of W. Curtis Street and South Street and W. Curtis Street and N. Maple Street pursuant to the ~~plans~~ map attached hereto as **Exhibit "A,"** the terms of said ~~plans~~ map being incorporated herein as if set forth fully; and,

WHEREAS, SEGRA is willing to limit any future deployment of telecommunication services and facilities to commercial areas of the City; and,

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

NOW, THEREFORE, in consideration of the mutual promises and covenants set

forth herein, the City and SEGRA agree as follows:

Section 1. Grant of Authority. (a) Subject to the terms of this Agreement, the City hereby grants to SEGRA the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the City's public streets and public rights-of-way located in the commercial areas of the City, only.. ~~as shown on **Exhibit "A," only.**~~ SEGRA shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property.

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

(c) SEGRA acknowledges that, to the extent allowed by State and Federal law, the City has the authority to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. Subject to the applicable state and federal law, SEGRA agrees to ~~be bound by all such~~comply with future lawful ordinances regulating use of the public right of way, provided such ordinances are competitively neutral, non-discriminatory, and do not materially impair rights granted under this Agreement, so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

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

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

accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

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

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

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

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

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

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

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

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

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

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

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

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment,

drains, surface location markers, appurtenances and related facilities located or to be located by SEGRA in the public streets or rights-of-way of the City used or useful for the transmission of telecommunications services.

"SEGRA" means South Carolina Telecommunications Group Holdings, LLC.

"Grantor" means the City of Simpsonville.

"Public streets and public rights-of-way" or *"public ways"* include the surface of, and the space above and below, the public streets, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including, but not limited to unimproved surfaces located in the commercial areas of the City., ~~identified as those areas along W. Curtis Street outlined in red on **Exhibit "A."**~~

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

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

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

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty years, commencing on the Effective Date ("Initial Term"). Unless either party gives ninety (90) days written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional ten (10) year terms, for a maximum of fifty (50) years (each a "Renewal Term"); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days' written notice

prior to the end of a Renewal Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, SEGRA shall be prohibited from further access to the public rights-of-way.

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

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

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

5.2 Reserved.

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

5.4. SEGRA shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and SEGRA from agreeing to an alternative plan to

review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

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

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

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

5.8. The facilities of SEGRA shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. SEGRA shall construct, maintain, and locate its telecommunications

system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City.

5.9. The City shall have the right to specifically designate the location of the facilities of SEGRA with reference to the City's ongoing streetscape project, decorative or historic features owned by the City, sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect future development plans related to the City streetscape project, the public safety and public and private property. Failure by the City to designate the location of SEGRA's facilities shall not relieve SEGRA of its responsibilities in matters of public safety, as provided in this Agreement.

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

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

5.12. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, SEGRA shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. SEGRA shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to SEGRA's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of SEGRA to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from SEGRA, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

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

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

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

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

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

Except in cases involving public safety or emergency conditions, t~~T~~he City ~~shall~~ retains the right to deny permits or place stop work orders in the event SEGRA is in violation of the terms of this Agreement and all applicable federal, state and local requirements, laws, ordinances, and regulations, after providing SEGRA with written notice of the alleged violation and a reasonable opportunity to cure before issuance of a stop work order.

A single permit may be issued for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, SEGRA shall make a report of each such excavation to the City within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay SEGRA in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

5.18. (a) Promptly after installation, repair or extension of the telecommunications system or any portion thereof or any pavement cut by SEGRA in any public way of the City, the incidental trenches or excavations shall be refilled by SEGRA in a manner acceptable to the City Administrator or his designee. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by SEGRA at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, SEGRA shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then SEGRA at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, SEGRA shall replace the full width of the existing sidewalk or appropriate sections of paving as

determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. SEGRA shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by SEGRA, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by SEGRA.

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

5.19. (a) SEGRA shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by SEGRA in the installation, operation, maintenance, or extension of SEGRA's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by SEGRA after thirty (30) days' notice to do so, given by the City to SEGRA, may be removed or corrected by the City, and the cost thereof shall be charged against SEGRA and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of SEGRA telecommunications system shall be borne by SEGRA and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by SEGRA to the City.

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

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

of the South Carolina Department of Transportation.

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

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

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

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

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

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

(b) If any of the requested information of SEGRA in this Agreement is considered proprietary, confidential, or a trade secret, SEGRA will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this

franchise, SEGRA shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to SEGRA new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, SEGRA will pay for the cost of making the mapping compatible.

(c) Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after SEGRA provides the City with its proposed plans for the Telecommunications facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by SEGRA for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for SEGRA's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of SEGRA, the City will cooperate in good faith with SEGRA to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for SEGRA. SEGRA shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

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

(a) *Commercial General Liability.* Commercial General Liability insurance

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

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

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

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

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

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

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, SEGRA shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. SEGRA shall obtain a written obligation on the part of each insurance company to notify SEGRA at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of

such notice from SEGRA's insurance company, SEGRA will immediately notify the City of any of the required coverages that are not replaced.

Section 8. Surety.

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

The bond shall guarantee SEGRA's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by SEGRA of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of SEGRA under this Agreement and all other payments due the City from SEGRA pursuant to this Agreement.

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

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

Section 9. Indemnification. SEGRA agrees to indemnify, defend and hold

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

The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. Although the City cannot, by law, hold harmless and indemnify any contracting party, subject to the application of the aforementioned laws and to the limits of its insurance, the City agrees that SEGRA shall not be liable from and against all claims, liabilities, penalties, fines, costs, damages, losses, causes of action, suits, demands, judgements and expenses (including, court costs and attorney's fees) of any nature, kind or description of any acts of negligence by the City, or its employees and agents, related to the City's breach of the terms and conditions of this Agreement.

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

against any of them as a result of SEGRA's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises. For purposes of this Section, the following definitions shall apply:

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

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

Section 11. Fees

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

(b) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, SEGRA shall pay to the City a franchise fee in the

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

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

Section 12. General provisions.

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

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

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

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

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

(f) *Controlling law and venue*. By virtue of entering into this Agreement,

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

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

(h) *Nondiscrimination.* During the performance of this Agreement, SEGRA agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. SEGRA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. SEGRA, in all solicitations or advertisements for employees placed by or on behalf of SEGRA, will state that SEGRA is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

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

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

To SEGRA: Attn: Legal Dept
120 W. 12th Street, 11th Floor
Kansas City, MO 64105

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

(j) *Assignment*. SEGRA may assign or transfer this Agreement or any interest therein with the City's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by

SEGRA without City's written consent to any entity that purchases substantially all of the assets or ownership interests of the SEGRA; any entity that results from a merger, consolidation, or restructuring of the SEGRA; or, any entity that assumes control of the SEGRA. Upon such assignment by SEGRA, the successor entity assuming the Agreement shall execute a written document that the successor entity shall fully perform the obligations of SEGRA under this Agreement and shall be entitled to all of SEGRA's rights herein ("Assignment and Assumption Agreement"). SEGRA shall provide City with a copy of the executed Assignment and Assumption Agreement.

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

South Carolina Telecommunications Group Holdings, LLC dba SEGRA

By: _____

Name:_____

Title:_____

State of _____
City/County of _____,

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of South Carolina Telecommunications Group Holdings, LLC.

_____
Notary Public

My commission expires: _____

CITY OF SIMPSONVILLE
a South Carolina municipal corporation

By:_____
Paul Shewmaker, Mayor

(SEAL)

ATTEST: _____
Justin Campbell, City Clerk

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Paul Shewmaker, Mayor of the City of Simpsonville. He is personally known to me.

_____
Notary Public
My commission expires: _____

Approved as to Legal Sufficiency:

_____
City Attorney

SEGRA

July 13, 2026

Delivered via e-mail.
Email: ccarter@simpsonville.com

City of Simpsonville
Attn: Charlene Carter
City Planner
425 E. Curtis St.
Simpsonville, SC 29681

Re: South Carolina Telecommunications Group Holdings, LLC Franchise Agreement request

Dear Ms. Carter,

By way of this letter, South Carolina Telecommunications Group Holdings, LLC dba Segra formally requests the right to install fiber within the City Right-of-Way pursuant to a Franchise Agreement with the City of Simpsonville. Segra is a top-of-line telecom company providing customer-focused business-only communications solutions. You can learn more about our company on the Home - Segra page.

Segra is requesting that the city grant permission to provide telecommunication services within the City's Right-of-Ways. The plan for our current project along N. Maple Street is attached. Construction will commence within 30 days of receipt of permit approvals, with a 2-week completion window.

Segra will have a representative present at the July 28th city council meeting. Thank you again for your attention to this matter, and please don't hesitate to contact me if you have any questions or require anything more from me to process this request.

Sincerely,

Tamika Ross
Manager, Compliance & Licensing
(816) 704-9690
Tamika.Ross@segra.com

ADDRESS: GREENVILLE SC RING - GREENVILLE - SEGMENT 3
PROJECT NAME: GREENVILLE SC RING
N NUMBER: TBD
FIBER ORDER ID: TBD
EBS: TBD

STIP NUMBER: P042399

NOTE:
TRAFFIC CONTROL NEEDED FOR ALL WORK WITHIN 5' OF TRAVEL LANE - LANE CLOSURE REQUIRED



N
W E
S

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

SEGRA

CONTACTS

CUSTOMER CONTACT
SEGRA

PROPERTY OWNER
CITY OF SIMPSONVILLE

SEGRA ENGINEER
CLAY HOLCOMB
(803) 367-2072
CLAY.HOLCOMB@SEGRAFIBER.COM

UTILITY SOLUTIONS GROUP OSP/ISP
GREG CARPENTER
(828) 834-8165
GREG.CARPENTER@UTILITYSG.COM

PERMITS REQUIRED

1 - CITY OF SIMPSONVILLE

DRAWING INDEX

T-1 - COVER SHEET/SITE LOCATION
T-1.1 - GENERAL INFORMATION
T-1.2 - LEGEND
T-1.3 - GENERAL NOTES
C-1 - C-1.1 - PROJECT LOCATION
D-1 - D-1.8 - TYPICALS / DETAILS
TC-1 - TRAFFIC CONTROL
E-1 - BONDING AND GROUNDING DETAILS
R-1 - RAKE-OFF

SCOPE OF WORK

CITY OF SIMPSONVILLE SCOPE: BEGINNING AT THE START OF CITY OF SIMPSONVILLE PERMIT (0+00), DIRECTIONAL BORE (2) 1.25" HDPE SDR11 & (1) 7-WAY 18/14MM MICRODUCT CONDUIT APPROX. 42' TO PROPOSED SEGRA HH-1 & CUST HH-1 (0+42). FROM SEGRA HH-1 & CUST HH-1, HEADING NORTHWEST AT 90° ANGLE ACROSS W CURTIS ST, MAINTAINING A MINIMUM 4' DEPTH, DIRECTIONAL BORE (2) 1.25" HDPE SDR11 & (1) 7-WAY 18/14MM MICRODUCT CONDUIT APPROX. 46' TO EXISTING SEGRA HH-2 & PROPOSED CUST HH-2 (0+88). FROM SEGRA HH-2 & CUST HH-2, HEADING NORTHEAST ALONG THE NORTH SIDE OF W CURTIS ST, DIRECTIONAL BORE (2) 1.25" HDPE SDR11 & (1) 7-WAY 18/14MM MICRODUCT CONDUIT APPROX. 592' TO END OF CITY OF SIMPSONVILLE PERMIT (6+80).

LEAVING 100' OF SLACK IN CUST HH-1 AND CUST HH-2, PLACE APPROX. 880' OF 864CT MICRODUCT FIBER.

NO.	DATE	ENGINEER	DRAFTER	REVISION
5				
4				
3				
2				
1	6/16/2026	GC	EK	REV 0

USG

PROJECT MANAGER: CLAY HOLCOMB
DESIGN FIRM: UTILITY SOLUTIONS GROUP LLC
USG #: 26-00360
JOB NAME: GREENVILLE SC RING
JOB ADDRESS: GREENVILLE SC RING - GREENVILLE - SEGMENT 3
N NUMBER: TBD
CONFIDENTIAL/PROPRIETARY
SHEET: T-1

GENERAL INFORMATION

REQUIRED PERMITS:

1) CITY OF SIMPSONVILLE

2)

3)

OTHER:

NAME:	EMAIL:

OUTSIDE PLANT ENGINEERING:

MANAGER:		
PROJECT MANAGER:	CLAY HOLCOMB	803-367-2072
PROJECT ENGINEER:		
INSPECTOR:		

OUTSIDE PLANT CONSTRUCTION CONTRACTOR:

PROJECT SUPERVISOR:		
FIELD CONST. SUPERVISOR:		
MANAGER:		

CITY GOVERNMENT:

SIMPSONVILLE	PLANNING	864-967-9526
118 N E MAIN ST, SIMPSONVILLE, SC 29681		

COUNTY GOVERNMENT:

GREENVILLE	PERMIT DEPARTMENT	864-467-7060
301 UNIVERSITY RIDGE 4100 GREENVILLE, SC 29601		

SOUTH CAROLINA GOVERNMENT:

RIGHT OF WAY:	SCDOT	
TITLE:	DIVISION ENGINEER	
NAME:	DAVID HERBERT	
DIVISION:	DISTRICT 3	
CONTACT #:	864-241-1010	

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY:

STATE HWY PATROL:	TROOP 3 POST C (864-552-5009)
ADDRESS:	33 VILLA ROAD STE 200 BOX 109, GREENVILLE, SC 29615
CITY POLICE:	SIMPSONVILLE CITY POLICE DEPARTMENT (864-967-9536)
ADDRESS:	405 E CURTIS ST, SIMPSONVILLE, SC 29681
COUNTY POLICE:	GREENVILLE COUNTY SHERIFF OFFICE (864-271-5210)
ADDRESS:	4 MCGEE ST GREENVILLE, SC 29601

RAILROADS:

SOUTH CAROLINA ONE
CALL BEFORE YOU DIG
811

UTILITIES:

ELECTRIC:

DUKE ENERGY	800-777-9898

GAS:

PIEDMONT NATURAL GAS	800-752-7504

CABLE TV:

SPECTRUM COMMUNICATIONS	800-438-2427

TELEPHONE:

AT&T	866-586-1430

WATER/SEWER:

GREENVILLE WATER	864-241-6000

SEGRA

NO.	DATE	ENGINEER	DRAFTER	REVISION
5				
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N NUMBER: TBD
CONFIDENTIAL/PROPRIETARY

LEGEND

- BACK OF CURB EX
- BACK OF CURB PROP
- BUILDING EX
- BUILDING PROP
- BUILDING RM
- CENTERLINE
- ELECTRIC OH EX
- ELECTRIC OH PROP
- ELECTRIC OH RM
- ELECTRIC EX
- ELECTRIC PROP
- ELECTRIC RM
- EDGE OF PAVEMENT EX
- EDGE OF PAVEMENT PROP
- FENCE
- FIBER AERIAL EX
- FIBER AERIAL PROP
- FIBER UG EX
- FIBER UG PROP
- GAS EX
- GAS PROP
- GAS RM
- GRAVEL
- GUARD RAIL
- LANDSCAPE
- OIL EX
- OIL PROP
- OIL RM
- PARCEL
- PERMIT 1
- PERMIT 2
- PERMIT 3
- PUE EX
- PUE PROP
- RAILROAD
- RETENTION POND
- ROADWAY LINES
- R/W EX
- R/W PROP
- SEWER EX
- SEWER PROP
- SEWER RM
- SIDEWALKS EX
- SIDEWALK PROP
- SIDEWALK RM
- SILT FENCE
- STEAM EX
- STEAM PROP
- STEAM RM
- STORM EX
- STORM PROP
- STORM RM
- TELEPHONE EX
- TELEPHONE PROP
- TELEPHONE RM
- TV EX
- TV PROP
- TV RM
- UTILITY EASEMENT
- WALL EX
- WALL PROP
- WATER EX
- WATER PROP
- WATER RM

SYMBOL	DESCRIPTION
EOP	EDGE OF PAVEMENT
BOC	BACK OF CURB
HDPE	HIGH DENSITY POLYETHYLENE
HH	HANDHOLE
JB	JUNCTION BOX
MH	MANHOLE
MP	MILE POST
PVC	POLY VINYL CHLORIDE
R/W	RIGHT OF WAY
00+00	STATION

- SEWER CLEANOUTS
- SEWER MANHOLE
- SEWER MANHOLE IN PAD
- GAS VALVE
- GAS VAULT
- GAS HH
- WATER VALVE
- WATER SVC HH
- HYDRANT
- WATER VAULT
- WATER METER BOX
- WATER HH
- STORM MANHOLE
- STORM CURB INLET/MANHOLE
- STORM MANHOLE IN PAD
- STORM CURB INLET
- STORM CATCH BASIN
- CULVERT
- WING WALL
- STREET LIGHT
- TREE
- UTILITY POLE - EXISTING
- TRAFFIC SIGNAL
- MISC MANHOLE
- MISC VALVE
- MISC VAULT
- MISC HH
- MISC PED

- ELECTRIC METER
- ELECTRIC MANHOLE
- ELECTRIC HANDHOLE
- ELECTRIC VAULT
- TELEPHONE MANHOLE
- TELEPHONE HANDHOLE
- TELEPHONE VAULT
- EX. SEGRA HANDHOLE
- PROP. SEGRA HANDHOLE
- PROP. BORE PIT
- EX. CUSTOMER HANDHOLE
- EX. SEGRA MANHOLE
- PROP. SEGRA MANHOLE
- EX. CUSTOMER MANHOLE

- EX. AERIAL STORAGE
- PROP. AERIAL STORAGE
- EX. POLE ANCHOR/DOWN GUY
- PROP. POLE ANCHOR/DOWN GUY
- PROP. DOWN GUY ON EXISTING ANCHOR
- EX. NOTE CALLOUT
- PROP. NOTE CALLOUT
- UTILITY CONFLICT CALLOUT
- PROP. FDP
- SPEED LIMIT
- INTERSTATE
- PHOTO MAP TAG
- SEQUENTIAL TAIL OUT CALLOUT
- SEQUENTIAL IN OUT CALLOUT
- SEQUENTIAL IN TAIL CALLOUT
- FIBER COIL LENGTH

#	FIBER COUNT: FIBER OWNER: FIBER LENGTH: NOTES:	CABLE SPAN CALLOUT - EXISTING
#	FIBER COUNT: FIBER OWNER: FIBER LENGTH: NOTES:	CABLE SPAN CALLOUT - PROPOSED
#	CONDUIT OWNER: CONDUIT LENGTH: CONDUIT QTY: CONDUIT SIZE: CONDUIT TYPE: FIBER COUNT: FIBER OWNER: FIBER LENGTH: NOTES:	CONDUIT CALLOUT - EXISTING
#	CONDUIT OWNER: CONDUIT LENGTH: CONDUIT QTY: CONDUIT SIZE: CONDUIT TYPE: FIBER COUNT: FIBER OWNER: FIBER LENGTH: NOTES:	CONDUIT CALLOUT - PROPOSED
#	STRAND TYPE: STRAND LENGTH: NOTES:	STRAND CALLOUT - EXISTING
#	STRAND TYPE: STRAND LENGTH: NOTES:	STRAND CALLOUT - PROPOSED
#	(X+XX)	UTILITY CONFLICT CALLOUT

SEGRA

NO.	DATE	ENGINEER	DRAFTER	REVISION
5				
4				
3				
2				
1	6/16/2026	GC	EK	REV 0

USG

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CONFIDENTIAL/PROPRIETARY
SHEET: T-1.2

GENERAL NOTES

GENERAL NOTES

CONTRACTOR MUST OBTAIN LOCATES PRIOR TO DISTURBING THE GROUND.
CONTRACTOR MUST HAVE A COPY OF THE APPROVED PERMIT FROM THE APPROPRIATE AGENCY ON THE JOBSITE AT ALL TIMES.
ALL CABLE WILL BE PLACED AT STANDARD MINIMUM DEPTH. (STANDARD IS 42'' DEEP UNLESS OTHERWISE DIRECTED BY A REPRESENTATIVE.)
ANY LANDSCAPING WILL BE REPLACED TO EQUAL OR BETTER THAN THAT WHICH EXISTED PRIOR TO WORK.
PROJECT SITE WILL BE PROPERLY SECURED PRIOR TO THE END OF EACH DAY.
ALL WORK IS TO BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION IN THE WORK ZONE.
CONTRACTORS ARE ADVISED TO CONTACT FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.
CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS, QUANTITIES AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION. IF A SIGNIFICANT CHANGE TO THE RUNNING LINE IS NEEDED, PLEASE CONTACT YOUR REPRESENTATIVE BEFORE PROCEEDING.
BEFORE CONSTRUCTION BEGINS, CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO AVOID ANY POTENTIAL OBSTRUCTIONS PRIOR TO PROCEEDING WITH WORK.
NO CONSTRUCTION ON PRIVATE PROPERTY WILL COMMENCE UNTIL APPROVAL IS GIVEN BY THE APPROPRIATE EMPLOYEE.
CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL THEY HAVE RECEIVED A PURCHASE ORDER AND HAVE BEEN DIRECTED TO DO SO BY AN AUTHORIZED REPRESENTATIVE.
CONTRACTOR SHALL NOT EXCEED THE PURCHASE ORDER VALUE WITHOUT AUTHORIZATION IN WRITING FROM THE APPROPRIATE SEGRA TELECOM REPRESENTATIVE.
AS-BUILT WILL BE REQUIRED FOR EACH PROJECT INCLUDING CABLE FOOTAGE SEQUENTIAL AT EVERY ACCESS POINT, SLACK LOOP, SPLICE LOCATION, POLE AND TERMINATION POINT. CONTRACTOR SHOULD ALSO PROVIDE NOTES OF ALL CHANGES IN DEPTHS, RUNNING LINES, WH/HH LOCATIONS, AND ANY OTHER APPLICABLE NOTES TO DEPICT THE WORK THAT TOOK PLACE. NOTE: ALL MAJOR CHANGES NEED TO BE PRE-APPROVED BY AN AUTHORIZED EMPLOYEE PRIOR TO STARTING THE WORK.

SITE CONDITIONS

THE ACTUAL LOCATION OF EXISTING CONDUIT AND CABLES MAY VARY FROM THE LOCATION SHOWN.
REPAIR OF ANY DAMAGED CONDUIT CONTAINING CABLE SHALL BE MADE BY USE OF PVC SPLIT DUCT.
THE CONTRACTOR SHALL ENCLOSE THE EXISTING CABLES IN PVC.
THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THIS PLAN ARE APPROXIMATE. WHEN WORK IS TO BE CONDUCTED IN THE VICINITY OF KNOWN UTILITIES, THEIR ACTUAL LOCATION MUST BE FIELD VERIFIED TO AVOID CONFLICTS OR DAMAGE TO THOSE UTILITIES. VARIATION IN LOCATION BETWEEN "RECORDED POSITIONS" AND ACTUAL POSITIONS SHOULD BE ANTICIPATED.
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES. BURIED UTILITIES MAY EXIST IN THE AREA IN ADDITION TO THOSE SHOWN ON THE PLAN. THE CONTRACTOR SHALL CONTACT PROPERTY OWNERS WHEN WORKING WITHIN PRIVATE EASEMENTS FOR LOCATION OF UNDERGROUND TANKS, PIPELINES, DRAIN TILES, OR OTHER BURIED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY THE UTILITY NOTIFICATION CENTER PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
THE CONTRACTOR MUST ASSUME ALL BURIED UTILITIES ENCOUNTERED ARE ALIVE AND ACTIVE UNLESS SPECIFICALLY INSTRUCTED OTHERWISE BY OWNERS OR OPERATORS OF SAID UTILITIES.
DAMAGE TO SUB-SURFACE STRUCTURES IS THE SOLE RESPONSIBILITY OF THE PLACING CONTRACTOR.
THE CONTRACTOR SHALL PROTECT THE EXISTING TRAFFIC CONTROL LOOPS. IF EXISTING TRAFFIC CONTROL LOOPS ARE DAMAGED DURING CONSTRUCTION, THE ENTIRE LOOP WIRE FROM TERMINAL TO TERMINAL SHALL BE REPLACED IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS AND REGULATIONS AT CONTRACTOR'S EXPENSE.
REMOVAL OF EXISTING ASPHALT PAVEMENT, CONCRETE CURBS, AND CONCRETE SIDEWALKS WILL BE "NEAT LINE" WITH SAW OR PAVEMENT CUTTER, PER REQUIREMENTS AND SPECIFICATIONS OF THE AGENCY OR DEPARTMENT RESPONSIBLE FOR EACH LOCATION. IF CONCRETE PAVEMENT IS ENCOUNTERED WHILE EXCAVATING CONDUIT TRENCHES, THE CONCRETE REMOVAL WILL BE "NEAT LINE" WITH A PAVEMENT SAW.
IF CONCRETE CURB RETURNS AND/OR SIDEWALKS ARE REPLACED DUE TO CONDUIT OR MANHOLE INSTALLATION, THE CONTRACTOR SHALL PLACE APPROVED HANDICAPPED SIDEWALK AND CURB ACCESS RAMPS IN CONFORMANCE WITH STATE OF JURISDICTION STATUTES.
ALL MATERIALS NECESSARY FOR THE REPAIR OF STREETS, CURBS, SIDEWALKS, SANITARY SEWERS, STORM SEWERS, AND PUBLIC SERVICE UTILITIES, AND THE INSTALLATION OF SUCH MATERIALS SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE AGENCY OR DEPARTMENT RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE REPAIRED FACILITY.
ALL WORK SHALL CONFORM TO THE SPECIFICATIONS OF THE JURISDICTIONAL PERMIT AGENCY.
ALL OPEN TRENCH WILL BE CLEARLY MARKED WITH BARRICADES OR CONES. STEEL PLATES OR OTHER TYPES OF BRIDGING SHALL BE PROVIDED TO COVER OPEN TRENCH IN THE TRAVEL PORTION OF THE STREETS. THESE PLATES OR BRIDGING SHALL BE ADEQUATE TO SUPPORT THE NORMAL VEHICLE LOADS ANTICIPATED IN THIS AREA AND SHALL BE IN PLACE DURING ALL NON-WORKING AREAS.
ALL SURFACES TO BE RESTORED TO ORIGINAL CONDITION, AND BACKFILL TO BE COMPACTED AS SPECIFIED. TRENCH EXCAVATION IN SURFACES WHICH INCLUDE CONCRETE TREATED BASE SHALL FOLLOW LOCAL AREA SPECIFICATIONS.

HAZARDOUS MATERIALS

THE CONTRACTOR SHALL NOTIFY THE JURISDICTIONAL PERMIT AGENCY IMMEDIATELY IF ANY MATERIALS ARE ENCOUNTERED THAT ARE CONSIDERED HAZARDOUS BY THE EPA, DEQ, OR OSHA. IF POTENTIALLY HAZARDOUS MATERIALS ARE ENCOUNTERED THE CONTRACTOR SHALL SECURE THE SITE AND PREVENT THE ACCIDENTAL EXPOSURE BY THE PUBLIC OR THE CONTRACTOR'S PERSONNEL.
THE CONTRACTOR MAY EXCAVATE UP TO, BUT SHALL NOT DISTURB KNOWN HAZARDOUS MATERIALS SUCH AS ASBESTOS, OILS, ACID, ETC. THE REMOVAL OF ALL HAZARDOUS MATERIALS MUST BE DONE BY AN APPROVED OR CERTIFIED HAZARDOUS MATERIALS CONTRACTOR LICENSED BY THE STATE OF JURISDICTION.
A COPY OF ALL CORRESPONDENCE PERTINENT TO THE REMOVAL OF HAZARDOUS MATERIALS SHALL BE TRANSMITTED TO OWNER AND A COPY SHALL BE AVAILABLE AT THE PROJECT OFFICE AND THE JOB SITE.

AERIAL NOTES

- AERIAL CONSTRUCTION TO BE PERFORMED TO INDUSTRY ACCEPTABLE STANDARDS.
- ALL HEIGHTS OF CABLE PLACEMENT WILL BE RECORDED AT TIME OF CONSTRUCTION. DOCUMENT ALL POINTS OF ATTACHMENT.
- 6.6M STRAND WILL BE USED WITH STANDARD 5/8 HARDWARE.
- ALL EXTENSION ARMS TO BE PLACED WILL BE EPOXY ARMS UNLESS OTHERWISE NOTED OR APPROVED BY THE INSPECTOR.
- BOND STRAND TO POWER MGN WHERE APPLICABLE. ANCHORS TO BE USED WILL BE 3/4 SCREW IN TYPE.
- ALL STRAPS WILL BE PLACED 4" BEFORE AND AFTER EVERY SUPPORTING CLAMP AT A MINIMUM OF 21" APART.
- P.O.A. = POINT OF ATTACHMENT.
- ADD MISSING GROUNDS.
- REPAIR/REPLACE EXISTING LASHING WIRE IF DAMAGED.

CONSTRUCTION STAKING

IN AREAS WHERE THE CONDUIT ALIGNMENT IS NOT CLEARLY DEFINED BY CURB LINES, FENCE LINES, OR OTHER EVIDENCE OF THE RIGHT-OF-WAY, THE ENGINEER WILL PROVIDE CENTERLINE STAKES OR PAINT MARKS WHERE REQUIRED TO MAKE THE PROPOSED CONDUIT ALIGNMENT EVIDENT.
MANHOLE CENTERS WILL BE FIELD STAKED BY THE ENGINEER WHEN REQUESTED WITH OFFSET STAKES AT RIGHT ANGLES (90°) TO THE CONDUIT ALIGNMENT.
CLOSURES IDENTIFIED IN THE PLANS SHALL BE LOCATED BY THE CONTRACTOR. DEVIATION FROM PLAN LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONDUIT AND/OR CLOSURE INSTALLATION. IF ADDITIONAL, FIELD STAKING OR LOCATION OF CONDUITS, MANHOLES, PROPERTY LINES, ETC., BECOMES NECESSARY, THE CONTRACTOR IS TO NOTIFY THE INSPECTOR OR THE ENGINEER TWO WORKING DAYS PRIOR TO BEGINNING THE WORK.

PERMITS - FRANCHISES - EASEMENTS

PHYSICAL WORK SHALL NOT BE STARTED UNTIL THE GOVERNING AGENCY INSPECTOR AND THE CONTRACTOR ARE IN POSSESSION OF AND HAVE CAREFULLY REVIEWED AND FULLY UNDERSTAND ALL CONDITIONS AND SPECIFICATIONS SET FORTH IN THE REQUIRED PERMITS, FRANCHISES, AND/OR EASEMENTS.
PLACING FOREMAN TO HAVE A COPY OF THE PERMITS/EASEMENTS ON SITE AT ALL TIMES.
ANY CONFLICT BETWEEN WORK PRINT SPECIFICATIONS AND SPECIFICATIONS SET FORTH UNDER RELATED PERMITS, FRANCHISES, AND/OR EASEMENTS MUST BE CLEARED BY PROPER COMPANY AUTHORITY BEFORE PROGRESSING WITH WORK INVOLVED.

TRAFFIC CONTROL

THIS PROJECT WILL INVOLVE WORKING ALONG A MAJOR ARTERIAL ROAD AND HEAVY TRAFFIC VOLUME SHOULD BE ANTICIPATED.
UNIFORM TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES. ONLY EQUIPMENT AND MATERIALS NECESSARY FOR IMMEDIATELY SCHEDULED OR IN PROGRESS WORK WILL BE MAINTAINED IN THE WORK AREA. ALL OTHER EQUIPMENT AND MATERIALS WILL BE "STORED OR STOCKPILED" IN SUCH A MANNER AS TO ELIMINATE HAZARDOUS CONDITIONS FOR TRAFFIC OR PEDESTRIANS DURING NON-WORKING OR SHUT DOWN PERIODS.
TRAFFIC WARNING DEVICES AND SIGNS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. GOVERNMENT PRINTING OFFICE) AND TO THE STATE HIGHWAY DIVISION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. HIGH LEVEL WARNING TYPE DEVICES ARE TO BE USED AT ALL TIMES AND SPECIAL WARNING DEVICES MAY BE STIPULATED BY THE JURISDICTIONAL PERMIT AGENCY AT ANY TIME THE USE WILL ADD TO THE SAFETY AND PROTECTION OF TRAFFIC OR PEDESTRIANS IN THE CONSTRUCTION AREA.
ALL CONDUIT TRENCHING IN PAVED AREAS SHALL BE BACKFILLED WITH CRUSHED GRAVEL OR COMPLETELY COVERED AT THE COMPLETION OF EACH WORKING DAY. ANY BACKFILLED TRENCH SHALL BE CAPPED WITH A MINIMUM LAYER OF ASPHALTIC CONCRETE COLD PATCH AT THE END OF EACH WORKING DAY.
THE CONTRACTOR SHALL MARK THE CONDUIT TRENCH AND DEFINE HIS CONSTRUCTION AREA CLEARLY WITH BARRICADES, CONES, AND/OR OTHER VISIBLE METHODS THAT ALERT THE PUBLIC OF THE CONSTRUCTION ACTIVITY.
A TRAFFIC CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR AS REQUIRED AND SUBMITTED TO EACH PERMITTING AGENCY REQUESTING SUCH PLAN FOR REVIEW AND APPROVAL OR REVISION PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY FOR THIS PROJECT. THE APPROVED PLAN SHALL BE SUBMITTED TO THE AGENCY AND A COPY OF THE PLAN SHALL BE KEPT AT THE CONSTRUCTION SITE AND MUST BE READILY AVAILABLE FOR REVIEW BY THE AGENCY REPRESENTATIVES.

SPECIAL UTILITY CLEARANCES

ALL WORK CONDUCTED ADJACENT TO WATER MAINS SHALL CONFORM TO THE FOLLOWING CONDITIONS:

A. WHEREVER POSSIBLE CONDUIT SHALL MAINTAIN A HORIZONTAL SEPARATION OF 3.0 FEET, MEASURED SURFACE TO SURFACE (OUTSIDE EDGE TO OUTSIDE EDGE), FROM PARALLEL WATER MAINS.
B. WHEREVER POSSIBLE, CONDUIT SHALL PASS UNDER EXISTING WATER MAINS AND MUST MAINTAIN 12" VERTICAL CLEAR SEPARATION. CONDUITS PASSING OVER WATER MAINS MUST ALSO MAINTAIN THE 12" VERTICAL SEPARATION.
C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING THIS REQUIRED VERTICAL SEPARATION BY EITHER EXPOSING THE WATER MAIN EVERY 100 FEET IN THOSE AREAS WHERE HORIZONTAL SEPARATION IS LESS THAN 3.0 FEET OR BY UTILIZING THE DEPTHS OF ADJACENT WATER VALVES. IF THE CONTRACTOR UTILIZES THE ADJACENT WATER TO DETERMINE WATER MAIN DEPTH, HE SHALL CONTACT THE AGENCY AT EACH SUCH LOCATION AND THE AGENCY WILL DETERMINE THE NECESSARY DEPTH OF THE TOP OF THE CONDUIT AT THAT POINT.
D. THE VERTICAL AND HORIZONTAL SEPARATION SHALL BE MAINTAINED AT ALL TIMES UNLESS SPECIFICALLY REVISED BY AGREEMENT BETWEEN THE JURISDICTIONAL PERMIT AGENCY AND THE AGENCY ANY SPECIFIC DEVIATION IN VERTICAL AND HORIZONTAL SEPARATION FROM THOSE DESCRIBED SHALL BE REPORTED TO THE OWNER BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VERTICAL AND HORIZONTAL SEPARATION AT ALL TIMES AND SHALL BE RESPONSIBLE FOR ANY AND ALL ENCROACHMENTS.
E. CLEARANCES TO STORM SEWERS AND SANITARY SEWERS SHALL BE EXACTLY THE SAME AS THOSE TO WATER MAINS.

STRUCTURE PROTECTION

MANHOLES AND CONDUIT TO BE PLACED ADJACENT TO EXISTING STRUCTURES SUCH AS BRIDGE FOOTINGS/PIERS, BUILDING FOUNDATIONS, WALLS, POWER AND TELEPHONE POLES, AND OTHER UTILITIES SHALL MAINTAIN A MINIMUM CLEARANCE AS SHOWN. THE CONTRACTOR SHALL NOT UNDERMINE ANY ADJACENT STRUCTURE WITHOUT SPECIFIC WRITTEN PERMISSION FROM THE OWNER/OPERATOR OF SUCH STRUCTURE.
SHORING USED AS FOUNDATION SUPPORT SHALL BE DESIGNED SPECIFICALLY FOR BOTH THE LIVE AND DEAD LOADS OF THE STRUCTURE, OR IF ONLY THE DEAD LOAD IS USED FOR DESIGN, THE CONTRACTOR SHALL PROVIDE A DETAILED LAYOUT AND PLAN OF THE METHOD OF ESTABLISHING AND MAINTAINING THE DESIGN LOAD CONDITIONS (I.E., ROAD DETOURS, TIEBACKS, ETC.).
SEE UTILITY CLEARANCE SECTION NOTES FOR CLEARANCE CRITERIA TO PARALLEL OR CROSS UTILITIES.
EXISTING UTILITIES EXPOSED DURING EXCAVATION SHALL BE 100% SUPPORTED BY EITHER TRENCH BRIDGING AND SUSPENSION OR BY THE USE OF LONGITUDINAL TRAYS OR PLATFORMS VERTICALLY SUPPORTED BY ADJUSTABLE BUILDING JACKS.
EXISTING SPLICE CASES AND CABLES SHALL BE SUPPORTED BY SUSPENSION FROM A CROSSING BEAM. SUPPORTS SHALL BE PLACED AT A MAXIMUM SPACING OF 4.0 FEET AND SHALL CONSIST OF A CANVAS SLING WITH NYLON BELTING OR ROPE. ALL CABLE SUPPORTS SHALL BE PLACED IN A MANNER THAN PREVENTS KINKS OR OTHER DAMAGE TO THE CABLE SHEATH.
AN ACCEPTABLE ALTERNATIVE TO CABLE SLINGS WOULD BE THE UTILIZATION OF A WIDE FLANGE "I" BEAM OR CHANNEL AS A "CABLE TRAY" WITH THE CABLES/CASES BANDED IN PLACE.

SHORING

THE CONTRACTOR SHALL PROVIDE SHORING FOR CONDUIT TRENCH EXCAVATION 42" OR MORE IN DEPTH AS MEASURED FROM THE HIGH SIDE OF THE TRENCH AND FOR ALL MANHOLE EXCAVATION.
MANHOLE SHORING SHALL BE TIGHT-SHEETED.
ALL SHORING SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL COUNTY AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
SHORING SHALL BE DESIGNED TO MEET H-20 HIGHWAY LOADING.
THE CONTRACTOR SHALL PROVIDE ALL SHORING AND DESIGN CALCULATIONS TO THE PERMIT ISSUING AGENCY PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY.

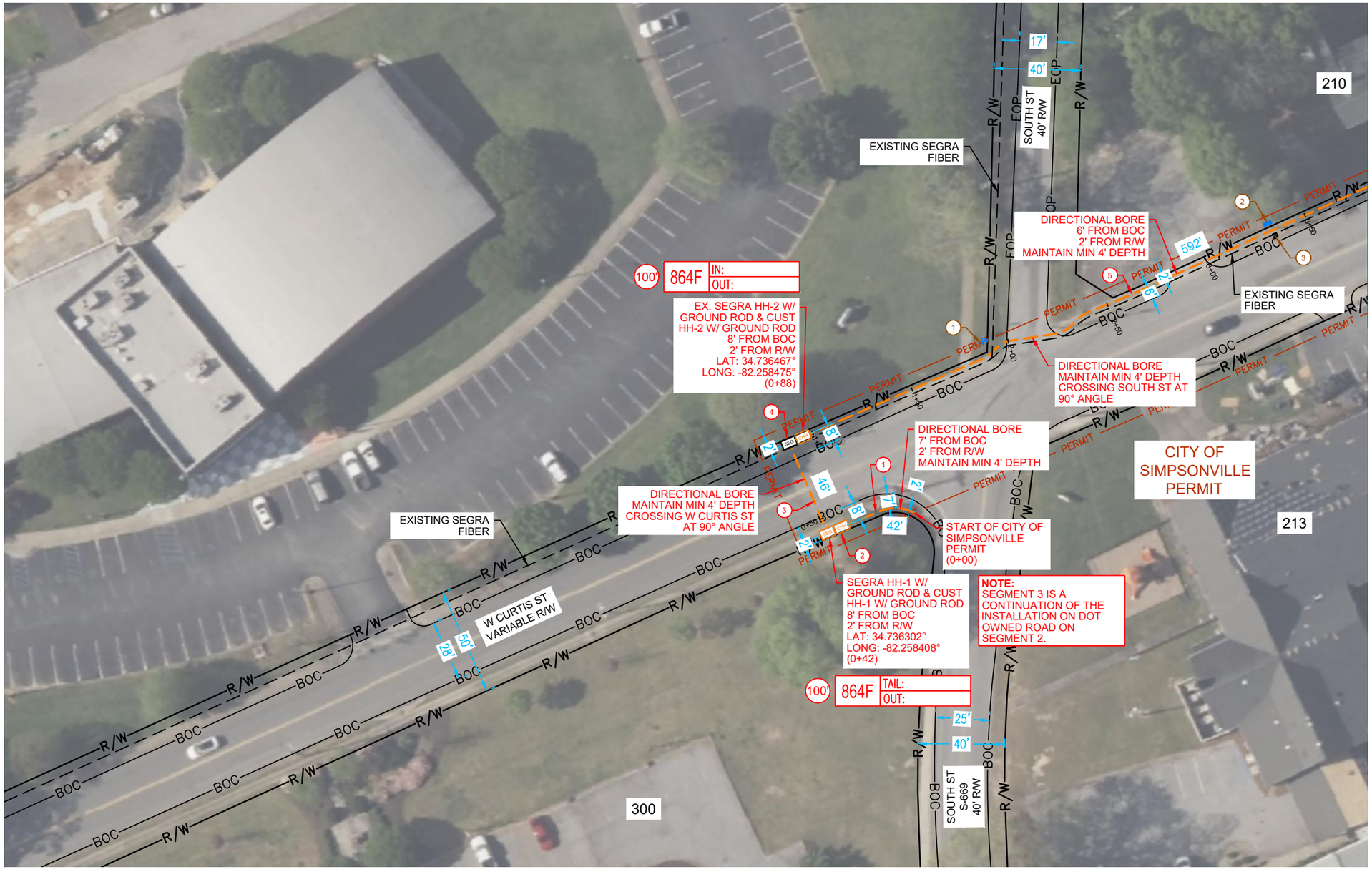
SEGRA℠

NO.	DATE	ENGINEER	DRAFTER	REVISION
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2				
1	6/16/2026	GC	EK	REV 0

USG

PROJECT MANAGER: CLAY HOLCOMB
DESIGN FIRM: UTILITY SOLUTIONS GROUP LLC
USG #: 26-00360
JOB NAME: GREENVILLE SC RING
JOB ADDRESS: GREENVILLE SC RING - GREENVILLE - SEGMENT 3
N NUMBER: TBD
CONFIDENTIAL/PROPRIETARY
SHEET: T-1.3

PROJECT LOCATION



CITY OF SIMPSONVILLE PERMIT

(#) SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

ALL HAND HOLES AND BORE PITS SHALL BE PLACED OUTSIDE THE PAVEMENT 1:1 ZONE OF INFLUENCE (TYP.)

SCALE IS FOR REFERENCE ONLY. CONSTRUCTION VENDOR IS RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED (811) AS WELL AS CONTACTING THE APPROPRIATE PERMITTING AGENCIES (STATE/LOCAL) FOR A PRE-CONSTRUCTION MEETING PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THE INFORMATION CONTAINED IN THIS DRAWING IS CONSIDERED APPROXIMATE AND WAS OBTAINED FROM FIELD INVESTIGATION AS WELL AS GIS DATA AND DOES NOT REPRESENT A BOUNDARY SURVEY. CONSTRUCTION VENDOR IS RESPONSIBLE FOR INSURING CONDUIT/CABLE PLACEMENT IS WITHIN THE APPLICABLE RIGHT OF WAY.

0 10' 20' 30' 40' 50'
SCALE: 1"=50'

N W E S

SEGRA

1. CONDUIT OWNER: SEGRA
CONDUIT LENGTH: 42'
CONDUIT QTY: 2 / 1
CONDUIT SIZE: 1.25" / 7-WAY 18/14MM
CONDUIT TYPE: HDPE / MICRODUCT
FIBER COUNT: 864F MICRO
FIBER OWNER: SEGRA
FIBER LENGTH: 42'
NOTES: DIRECTIONAL BORE (2) 1.25" HDPE SDR11 & (1) 7-WAY 18/14MM MICRODUCT CONDUIT APPROX. 42' TO PROPOSED SEGRA HH-1 & CUST HH-1 (0+42).

2. FIBER COUNT: 864F MICRO
FIBER OWNER: SEGRA
FIBER LENGTH: 100' COIL
NOTES: PROPOSED SEGRA HH-1 W/ GROUND ROD & CUST HH-1 W/ GROUND ROD (0+42).

3. CONDUIT OWNER: SEGRA
CONDUIT LENGTH: 46'
CONDUIT QTY: 2 / 1
CONDUIT SIZE: 1.25" / 7-WAY 18/14MM
CONDUIT TYPE: HDPE / MICRODUCT
FIBER COUNT: 864F MICRO
FIBER OWNER: SEGRA
FIBER LENGTH: 46'
NOTES: DIRECTIONAL BORE (2) 1.25" HDPE SDR11 & (1) 7-WAY 18/14MM MICRODUCT CONDUIT APPROX. 46' TO EXISTING SEGRA HH-2 & PROPOSED CUST HH-2 (0+88).

4. FIBER COUNT: 864F MICRO
FIBER OWNER: SEGRA
FIBER LENGTH: 100' COIL
NOTES: EXISTING SEGRA HH-2 W/ GROUND ROD & PROPOSED CUST HH-2 W/ GROUND ROD (0+88).

5. CONDUIT OWNER: SEGRA
CONDUIT LENGTH: 592'
CONDUIT QTY: 2 / 1
CONDUIT SIZE: 1.25" / 7-WAY 18/14MM
CONDUIT TYPE: HDPE / MICRODUCT
FIBER COUNT: 864F MICRO
FIBER OWNER: SEGRA
FIBER LENGTH: 592'
NOTES: DIRECTIONAL BORE (2) 1.25" HDPE SDR11 & (1) 7-WAY 18/14MM MICRODUCT CONDUIT APPROX. 592' TO END OF CITY OF SIMPSONVILLE PERMIT (6+80).

UTILITY CONFLICTS

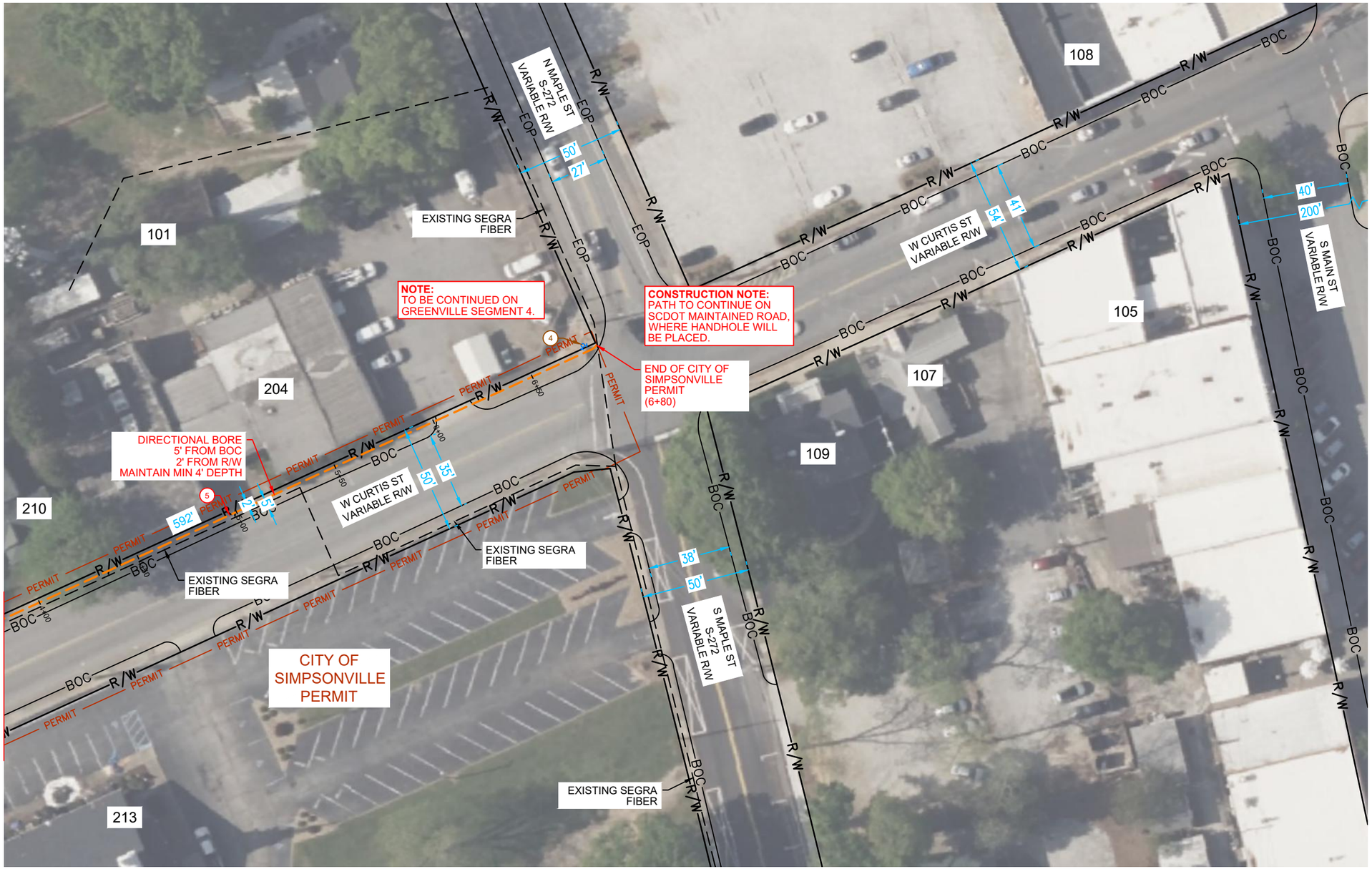
1. HYDRANT (1+90)
2. WATER METER (3+33)
3. FIBER PED (3+33)

NO.	DATE	ENGINEER	DRAFTER	REVISION
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1	6/16/2026	GC	EK	REV 0

USG

PROJECT MANAGER: CLAY HOLCOMB
DESIGN FIRM: UTILITY SOLUTIONS GROUP LLC
USG #: 26-00360
JOB NAME: GREENVILLE SC RING
JOB ADDRESS: GREENVILLE SC RING - GREENVILLE - SEGMENT 3
N NUMBER: TBD
CONFIDENTIAL/PROPRIETARY
SHEET: C-1

PROJECT LOCATION



CITY OF SIMPSONVILLE PERMIT

(#) SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

ALL HAND HOLES AND BORE PITS SHALL BE PLACED OUTSIDE THE PAVEMENT 1:1 ZONE OF INFLUENCE (TYP.)

SCALE IS FOR REFERENCE ONLY. CONSTRUCTION VENDOR IS RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED (811) AS WELL AS CONTACTING THE APPROPRIATE PERMITTING AGENCIES (STATE/LOCAL) FOR A PRE-CONSTRUCTION MEETING PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THE INFORMATION CONTAINED IN THIS DRAWING IS CONSIDERED APPROXIMATE AND WAS OBTAINED FROM FIELD INVESTIGATION AS WELL AS GIS DATA AND DOES NOT REPRESENT A BOUNDARY SURVEY. CONSTRUCTION VENDOR IS RESPONSIBLE FOR INSURING CONDUIT/CABLE PLACEMENT IS WITHIN THE APPLICABLE RIGHT OF WAY.

0 10' 20' 30' 40' 50'
SCALE: 1"=50'

N W E S

SEGRA

(5) CONDUIT OWNER: SEGRA
CONDUIT LENGTH: 592'
CONDUIT QTY: 2 / 1
CONDUIT SIZE: 1.25" / 7-WAY 18/14MM
CONDUIT TYPE: HDPE / MICRODUCT
FIBER COUNT: 864F MICRO
FIBER OWNER: SEGRA
FIBER LENGTH: 592'
NOTES: DIRECTIONAL BORE (2) 1.25" HDPE SDR11 & (1) 7-WAY 18/14MM MICRODUCT CONDUIT APPROX. 592' TO END OF CITY OF SIMPSONVILLE PERMIT (6+80).

UTILITY CONFLICTS

(4) HYDRANT (6+78)

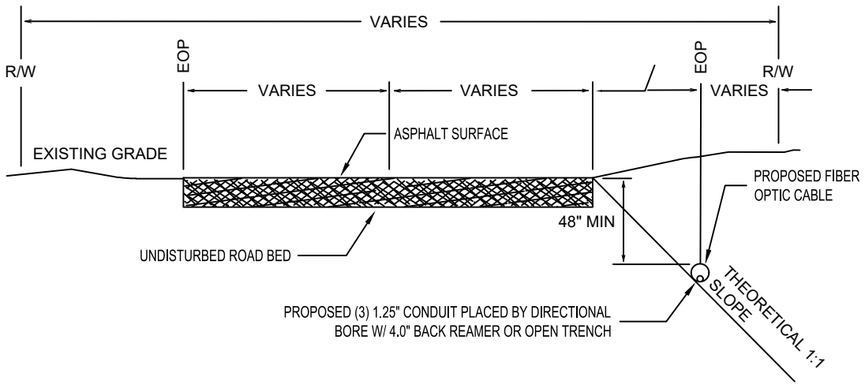
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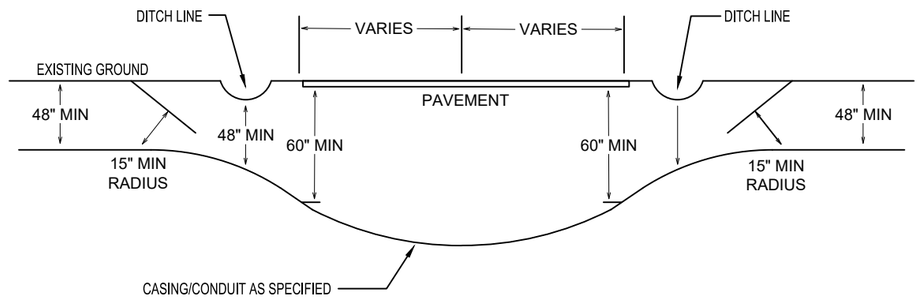
PROJECT MANAGER: CLAY HOLCOMB
DESIGN FIRM: UTILITY SOLUTIONS GROUP LLC
USG #: 26-00360
JOB NAME: GREENVILLE SC RING
JOB ADDRESS: GREENVILLE SC RING - GREENVILLE - SEGMENT 3
N NUMBER: TBD
CONFIDENTIAL/PROPRIETARY
SHEET: C-1.1

SCDOT TYPICALS

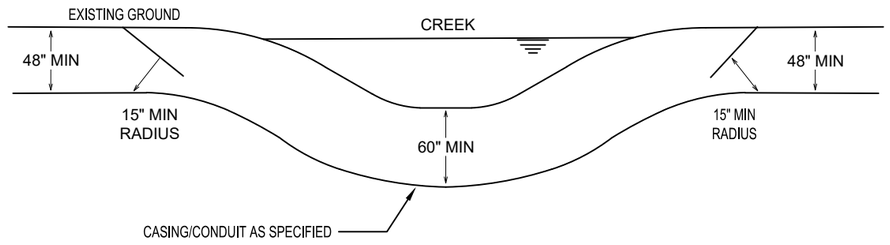
PARALLEL CONDUIT DETAIL FOR SCDOT RIGHT-OF-WAY
NOT TO SCALE



DIRECTIONAL BORE UNDER SECONDARY ROADWAY
NOT TO SCALE

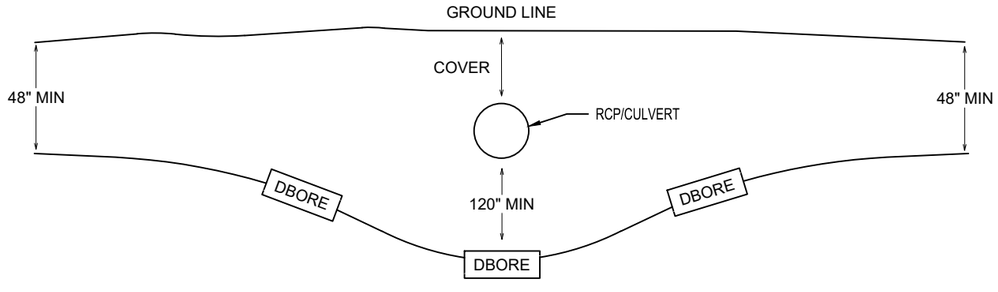


DIRECTIONAL BORE UNDER CREEK BED
NOT TO SCALE



CONDUIT TO BE PLACED A MINIMUM OF 5' BELOW CREEK BED

CULVERT CROSSING DETAIL
NOT TO SCALE

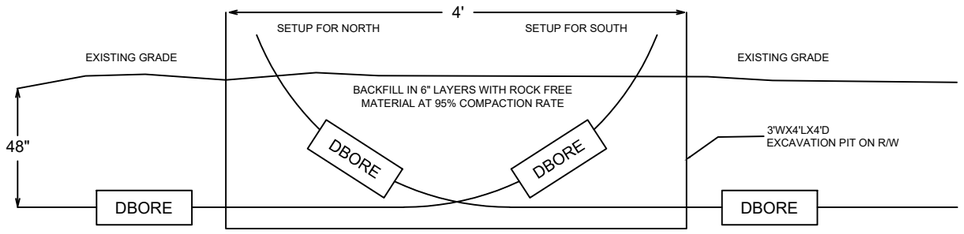


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1	6/16/2026	GC	EK	REV 0

PROJECT MANAGER: CLAY HOLCOMB
DESIGN FIRM: UTILITY SOLUTIONS GROUP LLC
USG #: 26-00360
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CONFIDENTIAL/PROPRIETARY
SHEET: D-1

SCDOT TYPICALS

DIRECTIONAL BORE TIE-IN DETAIL
NOT TO SCALE



TIE-IN STATION

- BORE FROM EACH DIRECTIONS RUN AT DESIGN DEPTH TO 2 FEET PAST THE INTENDED TIE-IN. THEN TURNED UP TO DAYLIGHT.
- THE TIE-IN POINT IS EXCAVATED. THE CONDUITS CUT OFF WHERE THEY CROSS EACH OTHER AT DESIGN DEPTH, AND A COUPLER IS INSTALLED TO CONNECT THE TWO CONDUITS AT DESIGN DEPTH.
- ALL EXCAVATIONS OR TRENCHES 4 FEET OR GREATER IN DEPTH SHALL BE APPROXIMATELY BENCHED, SHORED, OR SLOPED IN OSHA'S EXCAVATION STANDARD, 29 CFR 1926.650, .651 AND .652.

BULKU304836
BULK VAULT HDPE STRUCTURAL FOAM
SHIELD X COMPOSITE COVER

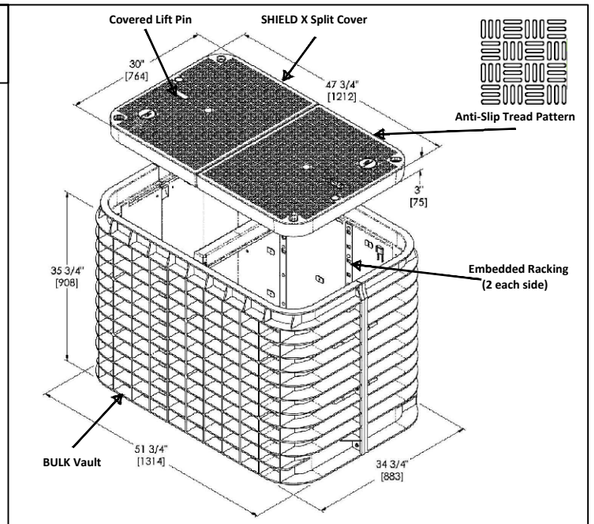
BULK ™ ™

FEATURES:
- 30" X 48" X 36" (OPEN FLOOR) (ACTUAL DIMENSIONS ON DRAWING)
- BULK VAULT – SHIELD X SPLIT COVER- TIER 22 LOAD
- RATED (ANSI/SCTE 77: 2013)
- (4) COVER LOCKING AUGER BOLTS, HEX (9/16") OR PENTA (7/8") HEAD WITH WASHER
- (4) NON-SEIZING FASTENING SYSTEM, FIELD REPLACEABLE
- (4) EMBEDDED COMPOSITE RACK SUPPORT
- (1) LIFTING SLOT EQUIPPED WITH STAINLESS STEEL PIN (SLOT IS APPROXIMATELY 2 ¾"X¾")
- (4) WINTERIZED CABLE DROP SLIDE (1 ¼" X 1 ¼")
- (1) GALVANIZED CENTER BEAM
- (2) LOGO DISK

WEIGHT & SHIPPING:
- COVER WEIGHT: 50 LBS (PER HALF)
- BOX WEIGHT: 129 LBS
- ASSEMBLY WEIGHT : 229 LBS

PERFORMANCE TESTING:
- ANSI/SCTE 77: 2013 - TIER 22 RATED (33,750 LBS)
- AS3996 – CLASS C
- EN124 CLASS B125
- ASTM C1028-07 & AS-4586 (SLIP RESISTANCE)
- 10,000 HOUR XENON-ARC EXPOSURE (NO FIBER-BLOOM)
- ASTM D635-06 (FLAMMABILITY)

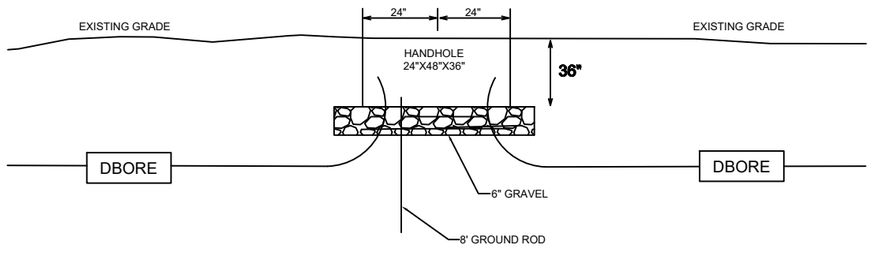
SCDOT APPROVED HH# NP10-5508



INSIDE DIMENSIONS		
LENGTH	WIDTH	DEPTH
46 ½" [1180]	28 ¾" [730]	32 ¾" [832]

CHANNELL

HANDHOLE CONSTRUCTION DETAILS, CONDUIT TO HANDHOLE PROFILE FOR R/W CONSTRUCTION
NOT TO SCALE



ALL EXCAVATIONS OR TRENCHES 4 FEET OR GREATER IN DEPTH SHALL BE APPROPRIATELY BENCHED, SHORED, OR SLOPED ACCORDING TO THE PROCEDURES AND REQUIREMENTS SET FORTH IN OSHA'S EXCAVATION STANDARD, 29 CF 1926.650, .651, AND .652

SEGRA

NO.	DATE	ENGINEER	DRAFTER	REVISION
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1	6/16/2026	GC	EK	REV 0

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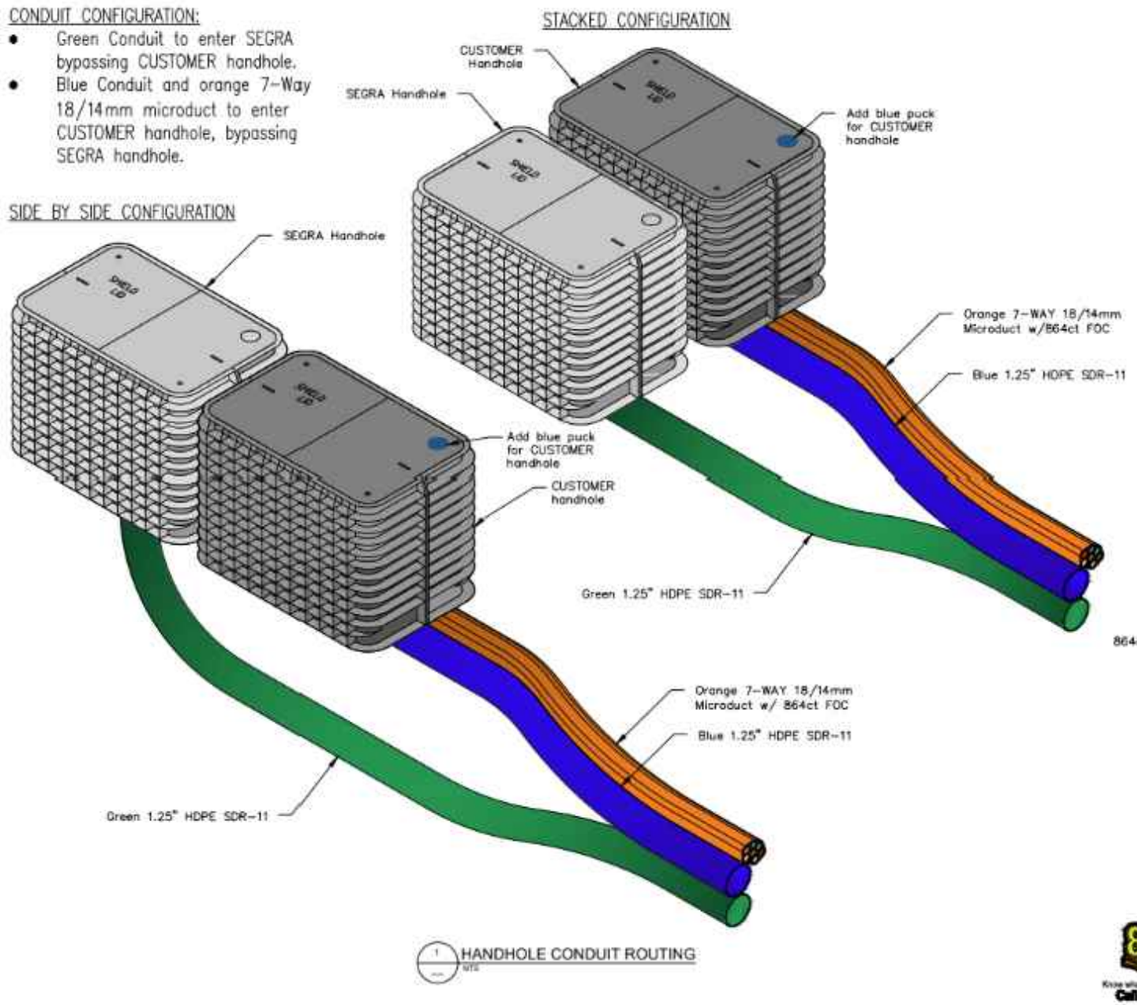
PROJECT MANAGER: CLAY HOLCOMB
DESIGN FIRM: UTILITY SOLUTIONS GROUP LLC
USG #: 26-00360
JOB NAME: GREENVILLE SC RING
JOB ADDRESS: GREENVILLE SC RING - GREENVILLE - SEGMENT 3
N NUMBER: TBD
CONFIDENTIAL/PROPRIETARY
SHEET: D-1.1

HANDHOLE CONFIGURATION

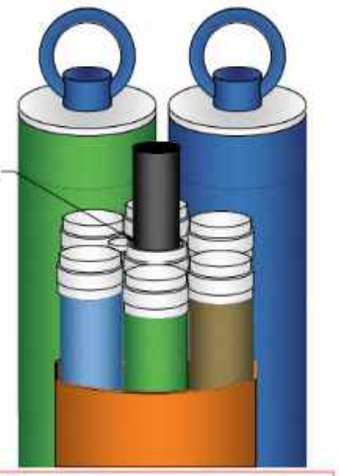
SEGRA

CONDUIT CONFIGURATION:

- Green Conduit to enter SEGRA bypassing CUSTOMER handhole.
- Blue Conduit and orange 7-Way 18/14mm microduct to enter CUSTOMER handhole, bypassing SEGRA handhole.



1 HANDHOLE CONDUIT ROUTING



811 Know what's below. Call before you dig.

NOTE:
ALL CONDUITS SHOULD BE PROPERLY CAPPED WITHIN HANDHOLE

NO.	DATE	ENGINEER	DRAFTER	REVISION
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1	6/16/2026	GC	EK	REV 0

USG

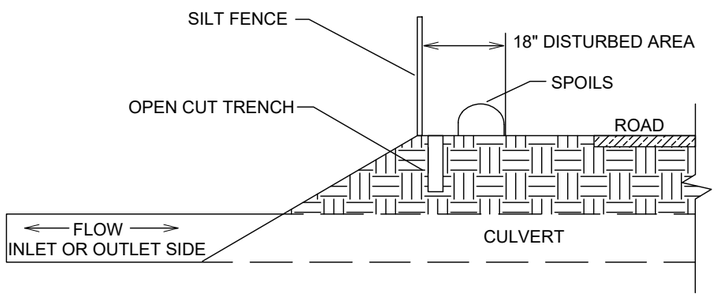
PROJECT MANAGER: CLAY HOLCOMB
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USG #: 26-00360
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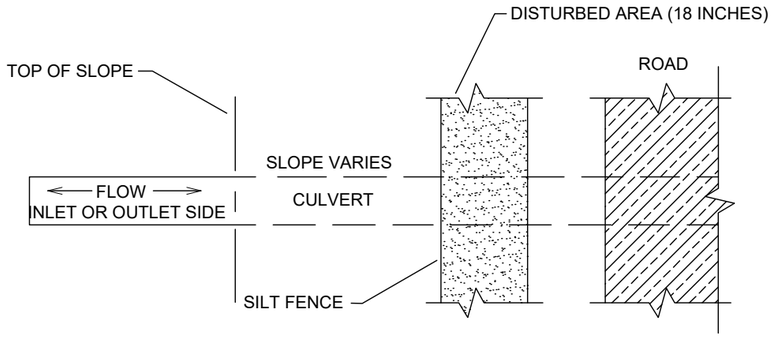
811

CULVERT CUT OVER ON ROADSIDE SHOULDER DETAILS

CULVERT CUT OVER ON ROADSIDE SHOULDER

NOT TO SCALE





GENERAL NOTES

1. INSTALL SILT FENCE TO PROTECT DOWNSTREAM AREAS FROM SEDIMENTATION PRIOR TO CONSTRUCTION.
2. INSTALL SILT FENCE AS NEEDED TO PROTECT DRAINAGE FEATURES, BUT NO LESS THAN 10' ON EITHER SIDE OF CULVERT.

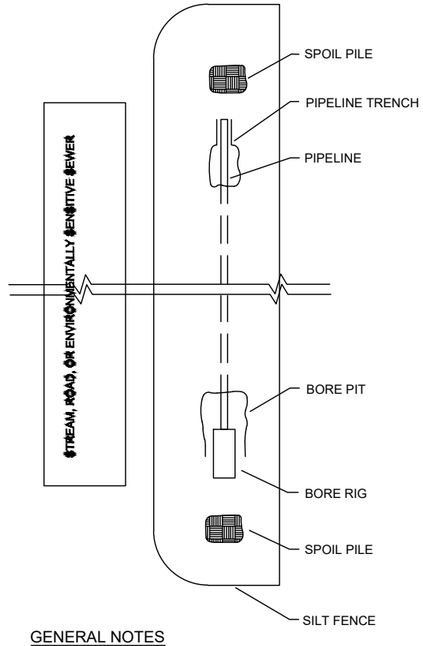
MAINTENANCE NOTES

INSPECT CULVERT CROSSING STRUCTURES WEEKLY AND AFTER EACH SIGNIFICANT RAINFALL EVENT (0.5" OR GREATER) TO SEE IF ANY EROSION AROUND OR BELOW THE SILT FENCE HAS OCCURRED, IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

*REF: 6.41.5 NC EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, 2006

DIRECTIONAL BORE DETAIL (PARALLEL)

NOT TO SCALE

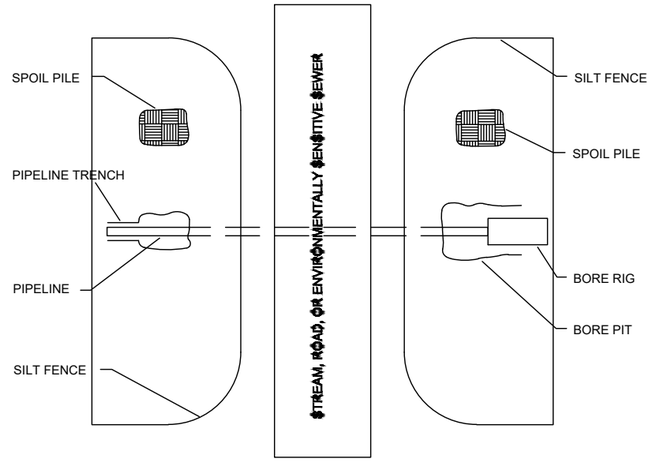


GENERAL NOTES

1. BORE PITS AND SPOILS PILES SHALL BE ENCLOSED ON THREE SIDES AS SHOWN WITH SILT FENCE

DIRECTIONAL BORE DETAIL (TRAVERSE)

NOT TO SCALE



GENERAL NOTES

1. BORE PITS AND SPOILS PILES SHALL BE ENCLOSED ON THREE SIDES AS SHOWN WITH SILT FENCE

NO.	DATE	ENGINEER	DRAFTER	REVISION
5				
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1	6/16/2026	GC	EK	REV 0

PROJECT MANAGER: CLAY HOLCOMB
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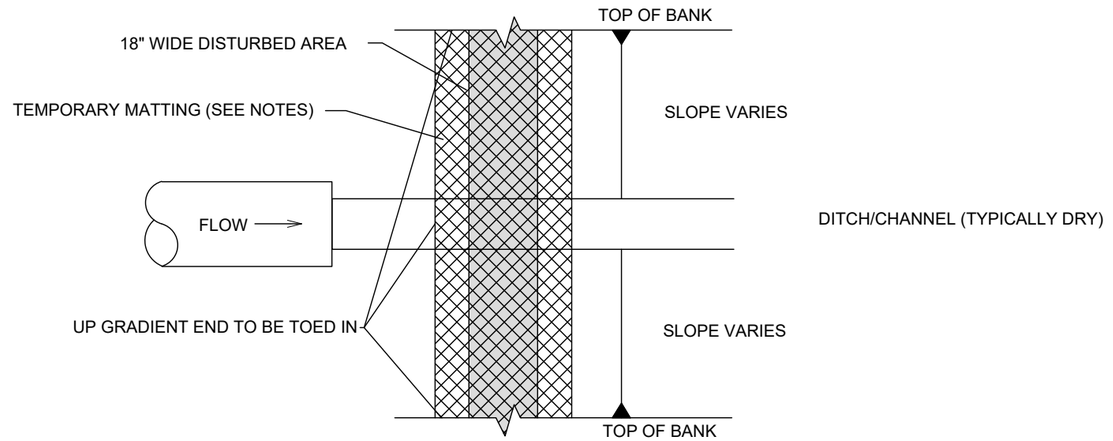
CULVERT CUT AROUND THROUGH STREAM DETAILS

GENERAL NOTES

1. APPLY SEED BEFORE LAYING THE NET OR MAT. IF OPEN WEAVE NETTING IS USED, LINE MAY BE INCORPORATED BEFORE INSTALLING THE THE NET AND FERTILIZER AND SEED MAY BE SPRAYED ON AFTERWARD.
2. START LAYING THE NET FROM THE TOP OF THE STREAM BANKS AND UNROLL IT DOWN THE GRADE. ALLOW NETTING TO LAY LOOSELY ON THE SOIL, BUT WITHOUT WRINKLES. DO NOT STRETCH.
3. TO SECURE THE NET, TOR IN THE UP GRADIENT END AND TOP OF BANK PORTIONS IN A SLOT OR TRENCH NO LESS THAN 6 INCHES DEEP, COVER WITH SOIL, AND TAMP FIRMLY. STAPLE THE NET EVERY 12 INCHES ACROSS THE TOP END AND EVERY 3 FEET AROUND THE EDGES AND BOTTOM. EACH STRIP OF MATTING SHOULD ALSO BE STAPLED DOWN THE CENTER, EVERY 3 FEET.

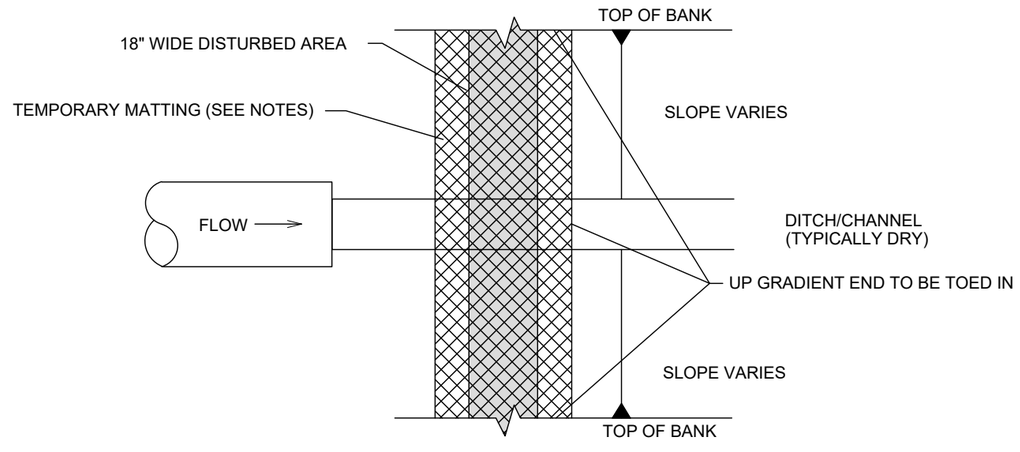
CULVERT CUT AROUND THROUGH STREAM

NOT TO SCALE



MAINTENANCE NOTES

1. INSPECT EACH ROLLED EROSION CONTROL PRODUCTS (RECP) AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT RAINFALL EVENT (0.5" OR GREATER)
2. GOOD CONTACT WITH THE GROUND MUST BE MAINTAINED, AND EROSION MUST NOT OCCUR BENEATH THE RECP.
3. ANY AREAS OF THE RECP THAT ARE DAMAGED OR NOT IN CLOSE CONTACT WITH THE GROUND SHALL BE REPAIRED AND STAPLED
4. IF EROSION OCCURS DUE TO POORLY CONTROLLED DRAINAGE, THE PROBLEM SHALL BE FIXED AND THE ERODED AREA PROTECTED.
5. MONITOR AND REPAIR THE RECP AS NECESSARY UNTIL THE GROUND COVER IS ESTABLISHED.



NOTE: THESE DETAILS ARE PROVIDED AS AN EXAMPLE AND ARE NOT INTENDED AS APPROVED DETAILS FOR A SEDIMENT AND EROSION CONTROL PLAN

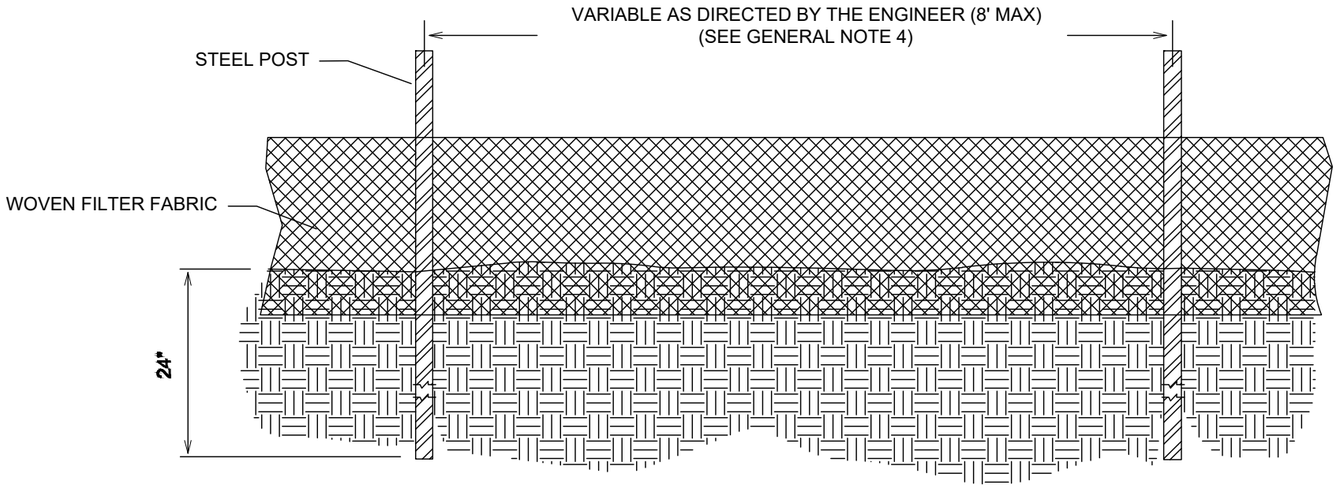
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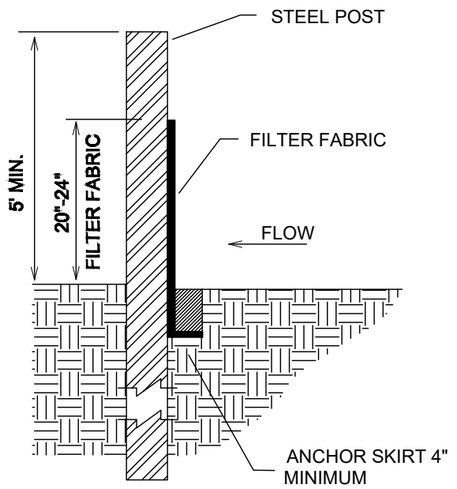
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SHEET: D-1.4

SILT FENCE

SILT FENCE

NOT TO SCALE





GENERAL NOTES

1. PREFABRICATED SILT FENCE IS NOT ACCEPTABLE ON THIS PROJECT.
2. STEEL POSTS SHALL BE USED ON THIS PROJECT INSTEAD OF WOOD POSTS. STEEL POSTS SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
3. WOVEN FILTER FABRIC SHALL BE USED WHERE SILT FENCE IS TO REMAIN FOR A PERIOD OF MORE THAN 30 DAYS, FILTER FABRIC FENCE SHALL BE A MINIMUM OF 32" WIDTH AND SHALL HAVE A MINIMUM OF AT LEAST 6 LINE WIRES WITH 1'2" STAY SPACING.
4. SILT FENCE SHALL BE STANDARD STRENGTH FILTER FABRIC WITH WIRE MESH REINFORCEMENT OR EXTRA STRENGTH FILTER FABRIC. WHEN FABRIC IS USED WITH WIRE MESH , 8' CENTERED POSTS MAY BE USED. OMISSION OF THE REINFORCING WIRE IS A CONSTRUCTION CHANGE THAT NECESSITATES MORE POSTS FOR SUPPORT (I.E.. THE SPACING DISTANCE NEEDS TO BE REDUCED TO NO GREATER THAN SIX (6) FEET APART).
5. TURN SILT FENCE UP SLOPE AT ENDS.
6. THE USE OF SILT FENCE IS AREAS OF CONCENTRATED FLOW IS INAPPROPRIATE.

MAINTENANCE NOTES

1. INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH SIGNIFICANT (0.5") RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSED, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.
3. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE . TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT.
4. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
REF: 6.62.7 NC Erosion and Sediment Control Planning and Design Manual, 2006

NOTE: THESE DETAILS ARE PROVIDED AS AN EXAMPLE AND ARE NOT INTENDED AS APPROVED DETAILS FOR A SEDIMENT AND EROSION CONTROL PLAN

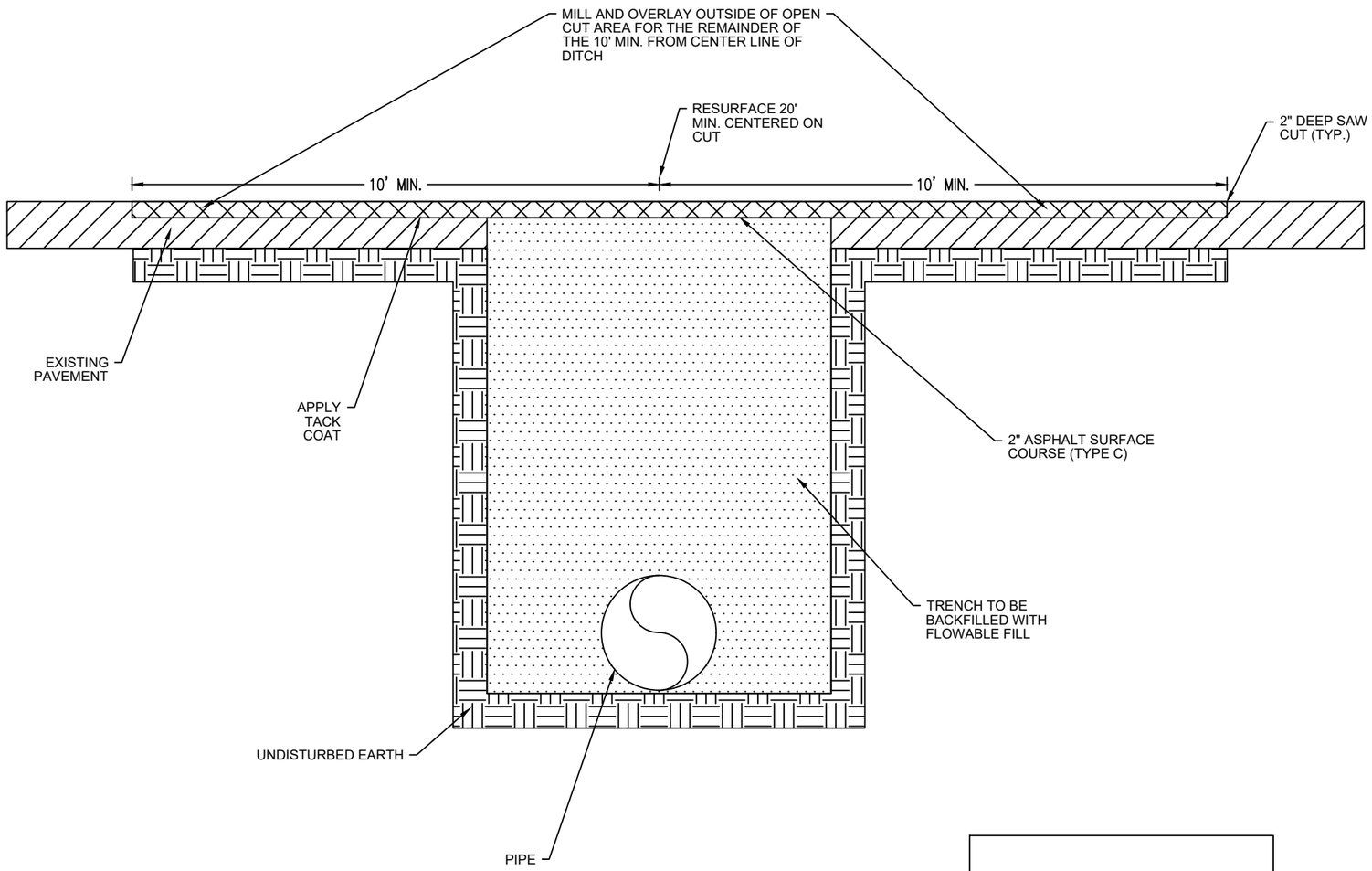
NO.	DATE	ENGINEER	DRAFTER	REVISION
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1	6/16/2026	GC	EK	REV 0

PROJECT MANAGER: CLAY HOLCOMB
DESIGN FIRM: UTILITY SOLUTIONS GROUP LLC
USG #: 26-00360
JOB NAME: GREENVILLE SC RING
JOB ADDRESS: GREENVILLE SC RING - GREENVILLE - SEGMENT 3
N NUMBER: TBD
CONFIDENTIAL/PROPRIETARY
SHEET: D-1.5

PAVEMENT DETAILS

NOTE:

1. FLOWABLE FILL TO BOTTOM OF EXISTING ASPHALT.
2. STEEL PLATED UNTIL CURED.
3. MILL AT A 2" DEPTH IN BOTH DIRECTIONS AT A 10' MIN.
4. PAVE AT A 2" DEPTH WITH TYPE C ASPHALT.
5. MATCH EXISTING ASPHALT LEVEL AND GRADE.



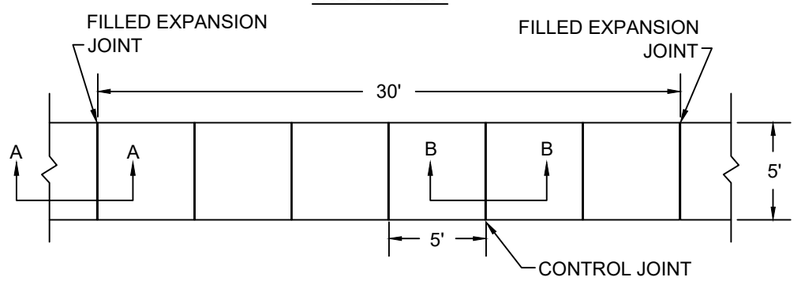
--ROAD CUT REPAIR--
ASPHALT PAVEMENT

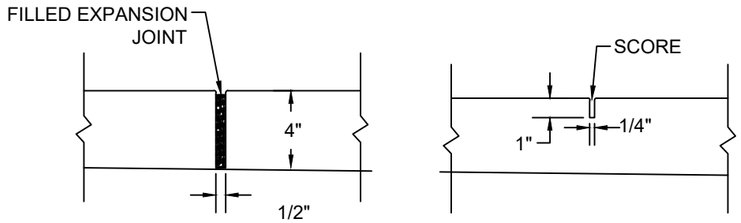
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SHEET: D-1.6

SIDEWALK DETAILS

SIDEWALK

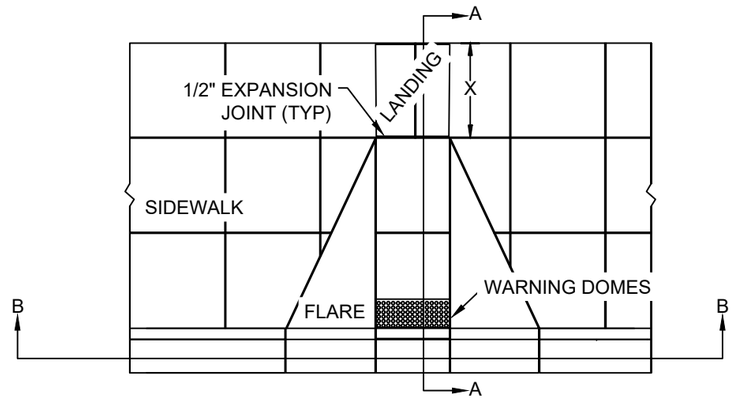


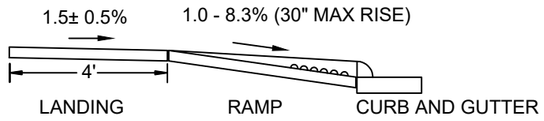


SECTION A-A

SECTION B-B

PERPENDICULAR CURB RAMP ADJACENT TO WALKING SURFACE



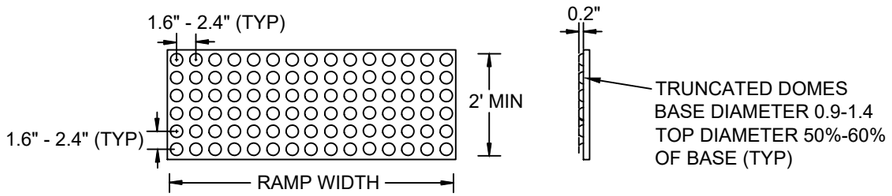


MIN. LANDING WIDTH = RAMP WIDTH
MAX SLOPE 2% IN ANY DIRECTION

SECTION A-A

SECTION B-B

WARNING DOMES



NOTE:

1. JOINT MATERIAL TO COMPLY WITH CURRENT SCDOT STANDARDS.
2. SANITARY SEWER CLEAN-OUTS, WATER METERS, MANHOLES, AND VALVE LIDS TO BE LOCATED OUTSIDE WHERE FEASIBLE.
3. MINIMUM SIDEWALK WIDTH TO BE 6' MINIMUM IF PLACED AT BACK OF CURB.
4. CONCRETE FOR ALL SIDEWALKS (EXCEPT ANY PORTION CONTAIN WITHIN A DRIVEWAY APRON) SHALL BE CLASS "A: - 3,000 PSI.
5. MINIMUM REPLACEMENT FOR REPAIRS IS A 5'X5' PANEL.
6. 4" STONE BASE MAY BE REQUIRED FOR POOR SOIL CONDITIONS.
7. MINIMUM DEPTH FOR TUNNELING BELOW SIDEWALK IS 12".
8. MAX ADJACENT GROUND SLOPE WITHOUT RAILING IS 2:1.
9. MINIMUM GRADE FOR PROPER DRAINAGE IS 1% IN AT LEAST 1 DIRECTION. MAX CROSS SLOPE IS 2%. MAX LONGITUDINAL SLOPE IS 8.3%, 10% IF LIMITED BY EXISTING CONDITIONS, OR NO GREATER THAN SLOPE OF THE ADJACENT ROAD.

WARNING DOME NOTES:

1. USE CONTRASTING COLORS, RED OR BLACK ON WHITE PAVEMENT.
2. USE CAST IN PLACE PAVERS FOR NEW CONSTRUCTION.
3. RUBBER MATS ARE PERMITTED FOR RETROFITS.
4. LANDING AND RAMP WIDTH MAY BE REDUCED TO 3' WHERE SPACE IS LIMITED AND DESIGN IS APPROVED BY THE CITY ENGINEER.

SEGRA

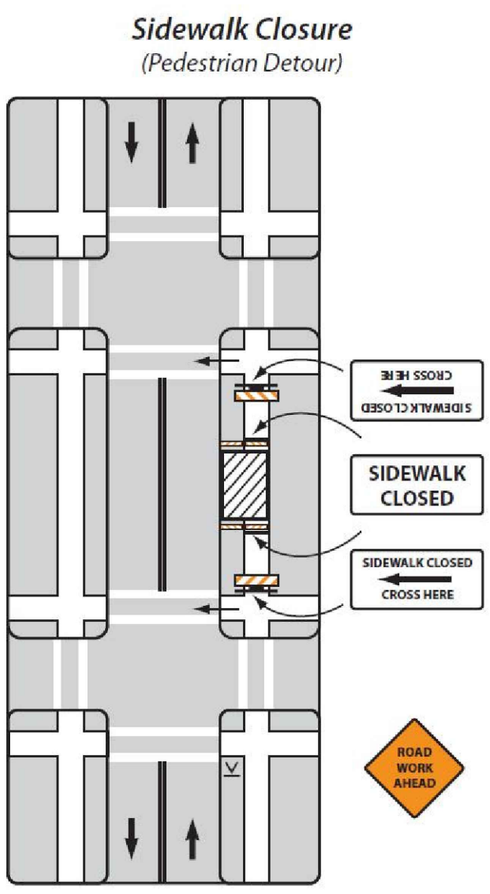
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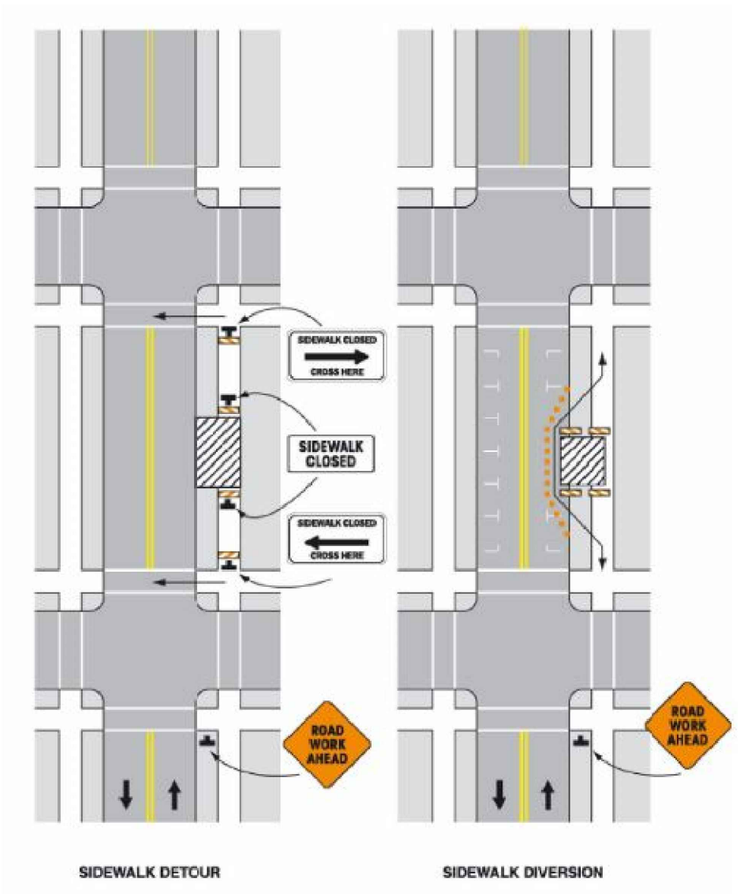
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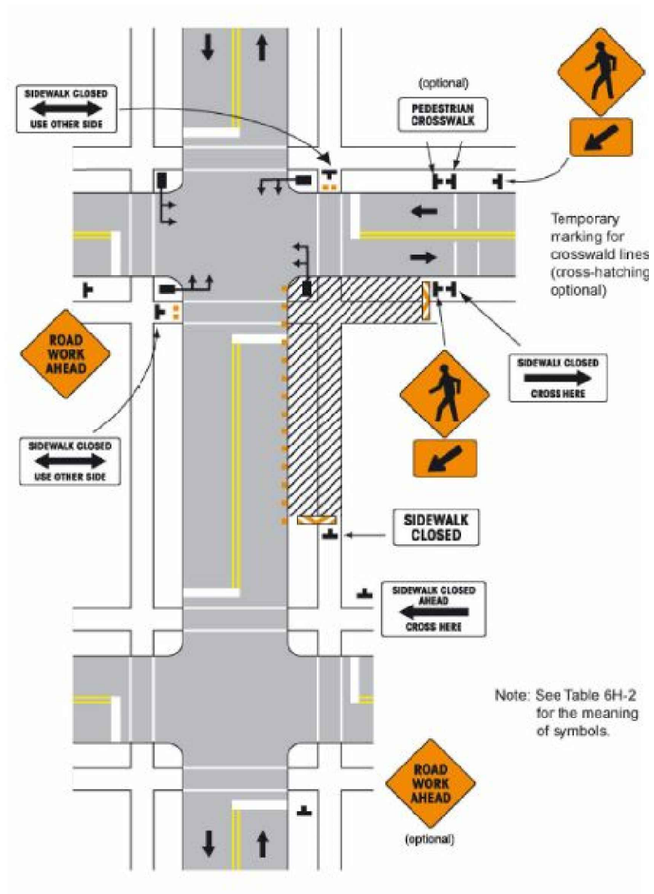
PROJECT MANAGER: CLAY HOLCOMB
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PEDESTRIAN TYPICALS

SEGRA







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USG

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SHEET: D-1.8

TRAFFIC CONTROL

REFERENCES

WORK ZONE TRAFFIC CONTROL ENGINEER

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER NO. 24242 WILLIE F. McCONNELL, JR

SIGNATURE

8/2/12
DATE

#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2			
1	8-12-11	JCS	GENERAL UPDATE
0	8-23-07	JCS	DRAWING NO. UPDATE

SCDOT

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING

RIGHT SHOULDER CLOSURE (CASE I / CASE II) PRIMARY ROUTES

610-205-00

EFFECTIVE LETTING DATE: JAN, 2013

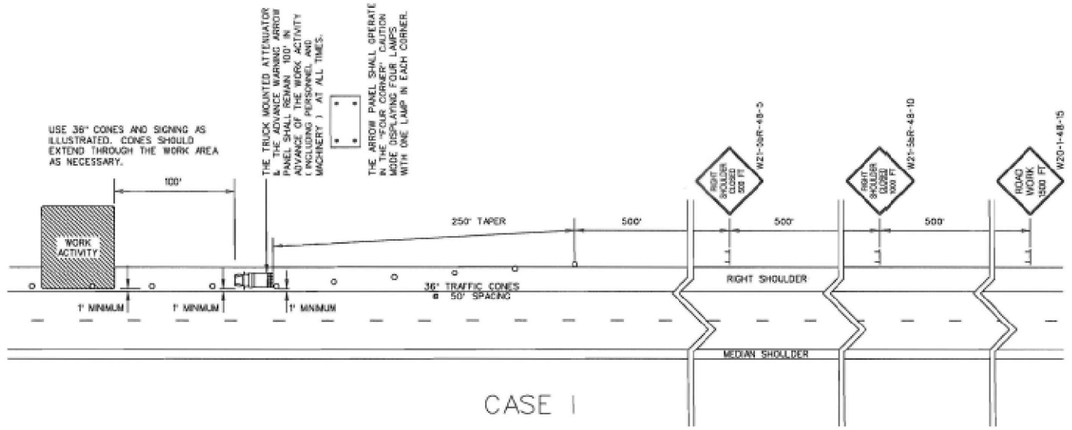
THIS DRAWING IS NOT TO SCALE

GENERAL NOTES

1. ALL SIGN LOCATIONS ARE TO BE MEASURED FROM THE WORK AREA. WORK LIMITS FOR THE PROJECT WILL BE DETERMINED BY THE ENGINEER AND AS INDICATED IN THE CONTRACT.
2. INSTALL ADVANCE WARNING SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS NO LESS THAN 4 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH EARTH SHOULDERS AND NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH PAVED SHOULDERS. WHEN CURB & GUTTER IS PRESENT, INSTALL THE SIGN NO LESS THAN 2 FEET FROM THE NEAR EDGE OF THE SIGN TO THE FACE OF THE CURB.
3. SPACINGS INDICATED ARE FOR NORMAL CONDITIONS; ADJUSTMENTS MAY BE REQUIRED DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENTS OR OTHER SIGHT DISTANCE RESTRICTIONS.
4. ALL SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 5 FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN. ALL SIGNS MOUNTED ON GROUND MOUNTED U-CHANNEL POSTS OR SQUARE STEEL TUBE POSTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET FROM THE GRADE ELEVATION OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE TO THE BOTTOM OF THE SIGN UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. MOUNT ALL SIGNS STRAIGHT AND LEVEL AND WITH THE FACE OF THE SIGNS PERPENDICULAR TO THE SURFACE OF THE ROADWAY.
5. REFLECTORIZE ORANGE ADVANCE WARNING SIGNS AND ANY ORANGE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A FLUORESCENT ORANGE COLORED PRISMATIC RETROREFLECTIVE SHEETING. REFLECTORIZE WHITE REGULATORY SIGNS AND ANY WHITE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A WHITE COLORED PRISMATIC RETROREFLECTIVE SHEETING.
6. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH ALL NCHRP REPORT 350 REQUIREMENTS AND SHALL REQUIRE APPROVAL BY THE DEPARTMENT. ONLY THOSE TRAFFIC CONTROL DEVICES INCLUDED ON THE "APPROVED PRODUCTS LIST FOR TRAFFIC CONTROL DEVICES IN WORK ZONES" ARE CONSIDERED ACCEPTABLE FOR USE. THIS LIST MAY BE ACCESSED ON THE DEPARTMENT'S WEB SITE AT: www.scdot.org .
7. THE CONTRACTOR SHALL PROVIDE AND UTILIZE ANY SPECIAL SIGN MOUNTING ASSEMBLIES AND HARDWARE THAT MAY BE NECESSARY FOR INSTALLING AND MOUNTING SIGNS IN AREAS OF CONCRETE MEDIAN BARRIER, BRIDGE PARAPET WALLS OR DOUBLEFACED GUARDRAIL.
8. THE PRIMARY TRAFFIC CONTROL DEVICES UTILIZED FOR DAYTIME SHOULDER CLOSURES ARE 36" CONES. THE PRIMARY TRAFFIC CONTROL DEVICES UTILIZED FOR NIGHTTIME SHOULDER CLOSURES ARE PORTABLE PLASTIC DRUMS. DURING DAYTIME SHOULDER CLOSURES, 42" OVERSIZED CONES MAY BE SUBSTITUTED FOR 36" CONES. DURING NIGHTTIME SHOULDER CLOSURES, 42" OVERSIZED CONES ARE PROHIBITED FOR USE. IF THIS TRAFFIC CONTROL SETUP EXTENDS INTO THE HOURS OF DARKNESS, REPLACE ALL CONES, 36" OR 42" OVERSIZED, WITH PORTABLE PLASTIC DRUMS.
9. THE 36" CONES UTILIZED DURING DAYLIGHT HOURS ARE NOT REQUIRED TO BE REFLECTORIZED. REFLECTORIZE ALL 42" OVERSIZED CONES UTILIZED DURING DAYTIME SHOULDER CLOSURES WITH TYPE III FLEXIBLE PRISMATIC RETROREFLECTIVE SHEETING UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. REFLECTORIZE ALL PORTABLE PLASTIC DRUMS WITH TYPE III FLEXIBLE PRISMATIC RETROREFLECTIVE SHEETING UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
11. THE DEPARTMENT PROHIBITS CONDUCTING WORK ON PRIMARY AND SECONDARY ROUTES WITHIN 1' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE UNDER A SHOULDER CLOSURE. ALL WORK THAT MAY REQUIRE THE PRESENCE OF EQUIPMENT, PERSONNEL, MATERIALS OR WORK VEHICLES WITHIN 1' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE SHALL BE CONDUCTED UNDER A LANE CLOSURE.

    CASE I: WHENEVER ANY PORTION OF THE SHOULDER AREA WITHIN 15' BUT NOT CLOSER THAN 1' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE MUST BE OCCUPIED BY EQUIPMENT, PERSONNEL, MATERIALS OR WORK VEHICLES TO CONDUCT THE WORK, INSTALL AND MAINTAIN THE SIGNING AND TRAFFIC CONTROL DEVICES AS ILLUSTRATED.

    CASE II: WHENEVER THE WORK IS CONDUCTED BEYOND 15' BUT WITHIN 30' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE, INCLUDING THE PRESENCE OF EQUIPMENT, PERSONNEL, MATERIALS OR WORK VEHICLES, INSTALL AND MAINTAIN THE SIGNING AND TRAFFIC CONTROL AS ILLUSTRATED.
12. CONDUCT THE WORK IN SUCH A MANNER THAT WILL NOT REQUIRE ENCROACHMENT OF TRAFFIC CONTROL DEVICES, EQUIPMENT, PERSONNEL, MATERIALS OR ANY WORK RELATED VEHICLES WITHIN 1' OF THE NEAR EDGE OF THE ADJACENT TRAVEL LANE.
13. PLACE THE TRUCK MOUNTED ATTENUATOR AT A LOCATION 100' IN ADVANCE OF THE WORK ACTIVITY AND NO CLOSER THAN 1' FROM THE NEAR EDGE OF THE ADJACENT TRAVEL LANE.
14. FOR A CASE I SCENARIO IN THE RIGHT SHOULDER AREA, ADJUST THE TAPER AS NECESSARY TO FIT THE WIDTH OF THE SHOULDER WHILE MAINTAINING THE REQUIRED 250' TAPER LENGTH.
15. IF WORK IS BEING CONDUCTED SIMULTANEOUSLY AT TWO DIFFERENT LOCATIONS AT THE SAME TIME UNDER CASE I SHOULDER CLOSURES, SEPARATE THE TWO LOCATIONS BY NO LESS THAN 1 MILE FROM THE END OF THE FIRST CASE I CLOSURE THAT A MOTORIST WILL ENCOUNTER TO THE BEGINNING OF THE TAPER OF THE SECOND CASE I CLOSURE. A MINIMUM SEPARATION DISTANCE OF ONE-HALF MILE IS RECOMMENDED BETWEEN SHOULDER CLOSURES WHEN ONE OR BOTH SHOULDER CLOSURES IS A CASE II CLOSURE.
16. THE DEPARTMENT RESERVES THE RIGHT TO RESTRICT WORK OPERATIONS AND/OR WITHHOLD THE MONTHLY ESTIMATE IF THE TRAFFIC CONTROL IS NOT PROPERLY INSTALLED AND MAINTAINED AS DIRECTED BY THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, THE STANDARD DRAWINGS, THE PLANS AND/OR THE ENGINEER.
17. THIS TYPICAL TRAFFIC CONTROL SETUP APPLIES TO THE INSTALLATION OF SHOULDER CLOSURES IN THE RIGHT SHOULDER AREAS OF PRIMARY AND SECONDARY ROADWAYS.



PORTABLE TRUCK MOUNTED ATTENUATOR

1. UTILIZE A TRUCK MOUNTED ATTENUATOR ATTACHED TO THE REAR OF A TRUCK WITH A MINIMUM GROSS VEHICULAR WEIGHT (GVW) OF 15,000 POUNDS (ACTUAL WEIGHT). IF THE ADDITION OF SUPPLEMENTAL WEIGHT TO THE VEHICLE AS BALLAST IS NECESSARY, CONTAIN THE MATERIAL WITHIN A STRUCTURE CONSTRUCTED OF STEEL. CONSTRUCT THIS STEEL STRUCTURE TO HAVE A MINIMUM OF FOUR SIDES AND A BOTTOM. A TOP IS OPTIONAL. BOLT THIS STRUCTURE TO THE FRAME OF THE TRUCK. UTILIZE A SUFFICIENT NUMBER OF FASTENERS FOR ATTACHMENT OF THE STEEL STRUCTURE TO THE FRAME OF THE TRUCK TO ENSURE THE STRUCTURE WILL NOT SEPARATE FROM THE FRAME OF THE TRUCK DURING AN IMPACT UPON THE ATTACHED TRUCK MOUNTED ATTENUATOR. UTILIZE EITHER DRY LOOSE SAND OR STEEL REINFORCED CONCRETE FOR BALLAST MATERIAL WITHIN THE STEEL STRUCTURE TO ACHIEVE THE NECESSARY WEIGHT. THE BALLAST MATERIAL SHALL REMAIN CONTAINED WITHIN THE CONFINES OF THE STEEL STRUCTURE AND SHALL NOT PROTRUDE FROM THE STEEL STRUCTURE IN ANY MANNER.
2. LOCATE THE TRUCK MOUNTED ATTENUATOR 100 FEET IN ADVANCE OF THE WORK AREA UNLESS OTHERWISE SPECIFIED.
3. PROVIDE, INSTALL AND MAINTAIN THE TRUCK MOUNTED ATTENUATOR AS SPECIFIED BY THE STANDARD SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.

ADVANCE WARNING ARROW PANEL

ALL ADVANCE WARNING ARROW PANELS SHALL BE 48" x 96" WITH A MINIMUM LEGIBILITY DISTANCE OF 1 MILE. PLACEMENT OF AN ADVANCE WARNING ARROW PANEL MAY REQUIRE ADJUSTMENTS DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENT OR OTHER SIGHT DISTANCE RESTRICTIONS. THE PANEL FACE SHALL BE NONREFLECTIVE BLACK. ALL ADVANCE WARNING ARROW PANELS SHALL COMPLY WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.

WHEN AN ADVANCE WARNING ARROW PANEL IS REQUIRED TO OPERATE IN THE CAUTION MODE, THE ADVANCE WARNING ARROW PANEL SHALL DISPLAY THE "FOUR CORNERS" CAUTION MODE, WITH ONE LAMP IN EACH CORNER. DISPLAY OF ANY OTHER TYPE OF CAUTION MODE OTHER THAN THE "FOUR CORNERS" CAUTION MODE SUCH AS THE "FLASHING BAR" OR THE "ALTERNATING DIAMOND" CAUTION MODES ARE UNACCEPTABLE AND PROHIBITED.

LEGEND

○ 36" TRAFFIC CONES

SEGRA

NO.	DATE	ENGINEER	DRAFTER	REVISION
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1	6/16/2026	GC	EK	REV 0

USG

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N NUMBER: TBD
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SHEET: TC-1

BONDING AND GROUNDING DETAILS

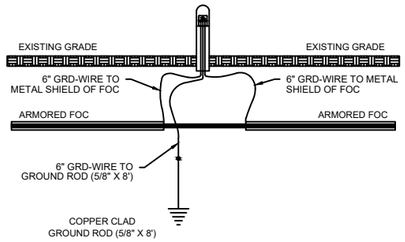
AERIAL NOTES:

1. ESTABLISH AND MAINTAIN CONTINUITY OF ALL METALLIC COMPONENTS (STRENGTH MEMBER, SHIELD, MOISTURE BARRIER, ARMOR) ACROSS ALL AERIAL SPLICES
2. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPLICE LOCATIONS.
3. BOND SUPPORT STRAND TO POLE MGNV AT ALL RISER POLES, FIBER LOOP (2,00) LOCATIONS FOR FUTURE SPLICE AND FIBER SPLICE LOCATIONS.
4. PLACE BONDS BETWEEN ALL METALLIC CABLE COMPONENTS AND THE SUPPORT STRAND AT LEAST ONCE EVERY 1 ¼ MILES (6,600 FT).

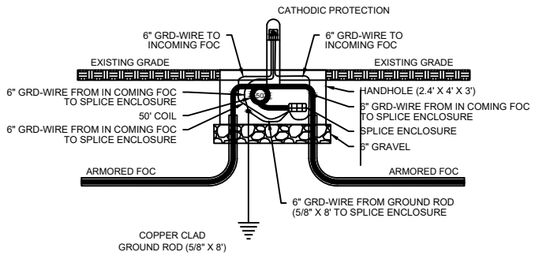
BURIED NOTES:

1. ESTABLISH AND MAINTAIN CONTINUITY OF ALL METALLIC COMPONENTS (STRENGTH MEMBER, SHIELD, MOISTURE BARRIER, ARMOR) ACROSS ALL BURIED SPLICES
2. BOND METALLIC SHEATH COMPONENTS AND STRENGTH MEMBERS TO ⅝" X 8' COPPER CLAD GROUND ROD AT ALL BURIED SPLICES.
3. PLACE ⅝" X 8' COPPER CLAD GROUND RODS AT ALL HANDHOLES FOR FUTURE SPLICING AND GROUNDING.
4. PLACE BONDS BETWEEN ALL METALLIC CABLE COMPONENTS AND COPPER CLAD GROUND RODS AT LEAST ONCE EVERY 1 ¼" MILES (6,600 FEET).
5. PLACE CATHODIC PROTECTION TEST STATION AT ALL BURIED FIBER CABLE SPLICES AND WHEN BONDING FIBER METALLIC CABLE COMPONENTS TO COPPER CLAD GROUND RODS EVERY 1 ¼" MILES

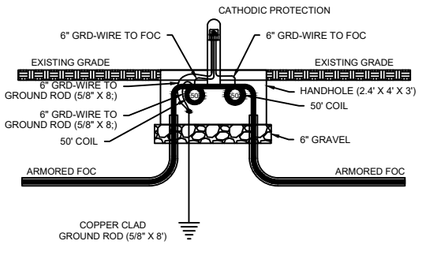
TEST STATION DETAIL SCHEMATIC



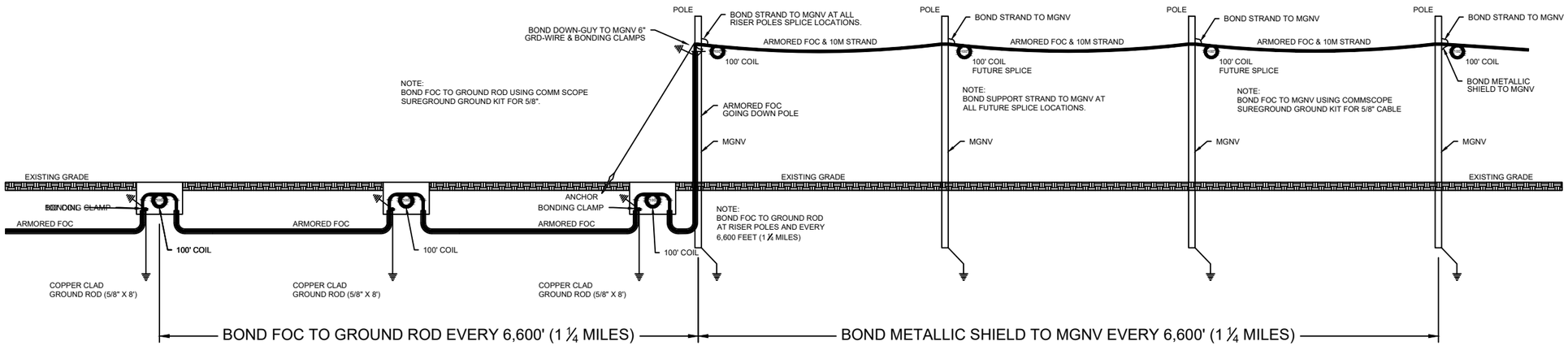
TEST STATION WITH FIELD SPLICE



TEST STATION WITH COIL FOR FUTURE SPLICE



LAYOUT DETAIL



NO.	DATE	ENGINEER	DRAFTER	REVISION
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SHEET: E-1

RAKE OFF

TOTAL OUTSIDE PLANT (OSP) RAKE OFF			
UNIT CODE	**DESCRIPTION**	**ESTIMATED QUANTITY**	**ACTUAL QUANTITY**
200-1	DIRECTIONAL BORE UP TO (2) 1.25" HDPE SDR11	680	
200-1	DIRECTIONAL BORE UP TO (1) 7-WAY 18/14MM MICRODUCT	680	
200-11	INSTALLATION OF HH W/ SHIELD COVER, W/SEGRA LOGO, LOCATE DISK, W/GROUND ROD	3	
200-14	MARKER POLE INSTALLATION (POLE SUPPLIED BY SEGRA) (INSTALLATION ONLY)	3	
200-18	ENTER EXISTING HAND HOLE	1	
200-24	CABLE PLACEMENT IN EXISTING CONDUIT	880	

MATERIALS				
UNIT CODE	**DESCRIPTION**	**ESTIMATED QUANTITY (10% ADDED FOR WASTE)**	**LINEAR FEET**	**ACTUAL QUANTITY**
600-15	CHANNEL COMPOSITE 30"X48"X36" TIER-22 HH, WITH 50/50 SPLIT SHIELD COVER, NON-SEIZE AUGER PENTA BOLT W/ SEGRA LOGO	3		
600-24	MARKER POLE INSTALLATION - PMK-PM3036OW-3064-SG	3		
600-44	WRAP AROUND 1IN MARKER W/ SEGRA LOGO - DN34SEGRA4105	3		
600-45	1.25" SDR 11,HDPE BLUE/GRN 2 WAY DUCT. PN BD-I133BG-TW18-2WAY-SEG	1496	680	
600-45	7-WAY 18/14MM ORANGE MICRODUCT	748	680	
600-47	864CT MICRODUCT FIBER OPTIC CABLE	968		

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SHEET: R-1

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: Paul Shewmaker

Department: City Council

Date Submitted: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Ordinance O-2026-12, proposed Ordinance O-2026-12 to amend effective date of Ordinance O-2026-10

Summary of Item/Purpose:

Per advice of the City attorney, Ordinance O-2026-10 [requirements for naming of City-owned or City-controlled property, facilities, public spaces, and infrastructure in honor of individual persons] as adopted is legally flawed. A proposed ordinance is attached that amends the effective date from January 1, 2023, to the date of adoption of O-2026-12. This will remedy the legal issues.

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-2026-12

AN ORDINANCE TO AMEND ORDINANCE NO. O-2026-10 TO CHANGE ITS EFFECTIVE DATE

WHEREAS, the City of Simpsonville City Council adopted Ordinance No. O-2026-10 establishing requirements for the naming of City-owned or City-controlled property, facilities, public spaces, and infrastructure in honor of individual persons; and,

WHEREAS, Ordinance No. O-2026-10 provides that it shall be effective January 1, 2023; and,

WHEREAS, the City Council desires to amend the effective date of Ordinance No. O-2026-10 so that the Ordinance becomes effective on the date of adoption of this Ordinance; and,

WHEREAS, the City Council finds and determines that this amendment 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. Ordinance No. O-2026-10 is hereby amended by deleting Section 5, Effective Date, in its entirety and replacing it with the following:

Section 5. Effective Date. Ordinance No. O-2026-10 shall be effective on the date of adoption of Ordinance No. O-2026-12.

Section 2. 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, that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Repealer. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4. Effective Date. This Ordinance shall be effective upon second and final reading.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

_____ Date: _____

Paul Shewmaker, Mayor

ATTEST:

_____ Date: _____

Justin Lee Campbell, City Clerk

APPROVED AS TO FORM:

_____ Date: _____

Daniel Hughes, City Attorney

First Reading: _____, 2026

Second & Final Reading: _____, 2026

ORDINANCE NO. O-2026-10

AN ORDINANCE TO ESTABLISH REQUIREMENTS FOR THE NAMING OF CITY-OWNED OR CITY-CONTROLLED PROPERTY, FACILITIES, PUBLIC SPACES, AND INFRASTRUCTURE IN HONOR OF INDIVIDUAL PERSONS

WHEREAS, the City of Simpsonville City Council reviews its ordinances and policies from time to time to make necessary improvements and changes concerning the governance and administration of the City; and,

WHEREAS, S.C. Code § 5-7-30 authorizes municipalities to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, respecting matters necessary and proper for the general welfare, convenience, and good government of the municipality; and,

WHEREAS, S.C. Code § 5-11-30 vests the legislative powers of a municipality operating under the council-manager form of government, and the determination of all matters of policy, in the municipal council; and,

WHEREAS, the names assigned to City-owned or City-controlled property, facilities, public spaces, and infrastructure can have enduring civic significance and may serve to recognize individuals whose contributions have a direct and substantial relationship to a particular public asset; and,

WHEREAS, the City Council desires to establish a uniform rule that City-owned or City-controlled property, facilities, public spaces, and infrastructure shall not be named in honor of a living person, except in the limited circumstance of a donor who has made a significant contribution to the specific public asset and has stipulated the naming in writing as a condition of that contribution; and,

WHEREAS, the City Council further desires to require that at least one (1) year elapse following the death of an individual before City-owned or City-controlled property, facilities, public spaces, or infrastructure may be named in honor of that deceased individual; and,

WHEREAS, the City Council recognizes that any naming or renaming involving streets, roads, historic figures, historic events, monuments, memorials, or other protected public areas remains subject to applicable South Carolina law, including S.C. Code §§ 6-29-1200 and 10-1165; 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. Adoption. Chapter 2. Article 1. Section 2-3 of the City of Simpsonville Code of Ordinances is hereby amended by adding a new section, to be numbered by the codifier, as follows:

Sec. 2-3. **Naming of City-owned or City-controlled property and infrastructure in honor of individual persons.**

(a) Scope and definition. This section applies to the formal naming or renaming, in honor of an individual person, of any property, facility, public space, public improvement, or infrastructure owned or controlled by the City and within the City's legal authority to name. For purposes of this section, such property and infrastructure includes, without limitation, real property; buildings and portions of buildings; rooms and meeting spaces; parks; recreation areas; playgrounds; athletic fields, courts, and facilities; shelters and pavilions; trails and greenways; plazas and squares; streets, roads, alleys, bridges, sidewalks, and rights-of-way; utility facilities; public works improvements; and other municipal assets, structures, installations, or public spaces.

(b) Living persons prohibited. Except as expressly provided in subsection (d), no property, facility, public space, public improvement, or infrastructure subject to this section shall be named or renamed in honor of a living person.

(c) Deceased persons; one-year waiting period. No property, facility, public space, public improvement, or infrastructure subject to this section shall be named or renamed in honor of a deceased person until at least one (1) full year has elapsed from the date of that person's death.

(d) Limited exception for living donors. Notwithstanding subsection (b), City Council may approve the naming of a specific property, facility, public space, public improvement, or infrastructure in honor of a living person only when all of the following apply:

(1) The person has contributed land, money, or other significant resources specifically to the property, facility, public space, public improvement, or infrastructure proposed to bear the person's name;

(2) The donor has stipulated in writing, as a condition of the contribution, that the specific property, facility, public space, public improvement, or infrastructure be named in the donor's honor; and

(3) City Council accepts the contribution and the written naming condition. The exception created by this subsection permits, but does not require, City Council to accept the contribution or approve the naming.

(e) Construction; state-law requirements. This section establishes eligibility requirements for honorary naming and does not alter or supersede any naming or renaming procedure, approval, restriction, or prohibition imposed by state law. Without limitation, street and road naming or renaming shall remain subject to S.C. Code § 6-29-1200, and no action shall be taken under this section in violation of S.C. Code § 10-1-165 or other applicable law.

Section 2. Existing Names and Prospective Application. Nothing in this Ordinance, standing alone, changes, invalidates, or requires the removal of any name, formally approved before the effective date of this Ordinance if it is in compliance with the requirements of this ordinance. This ordinance shall be retroactively applied to any name approved after January 1, 2023 that is not in compliance with the terms of this ordinance, except that no street or roadway shall be renamed to limit the impact and inconvenience on residents. Any naming or renaming action taken on or after the effective date shall comply with the requirements established herein.

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, 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. Effective Date. This Ordinance shall be effective upon second and final reading.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

_____ Date: _____

Paul Shewmaker, Mayor

ATTEST:

_____ Date: _____

Justin Lee Campbell, City Clerk

APPROVED AS TO FORM:

_____ Date: _____

Daniel Hughes, City Attorney

First Reading: _____, 2026

Second & Final Reading: _____, 2026

DUGGAN, HUGHES, & BRAMHALL, LLC
Memorandum

To: **City of Simpsonville Mayor and Council**

From: **Daniel Hughes, City Attorney**

Subject: **Amendment to Ordinance 2026-10**

Date: **September 16, 2026**

This memo addresses the amendment to Ordinance 2026-10 adopted by Council at the business meeting on September 8, 2026. I was asked at the meeting to expound upon the issues I see with the amendment. Having now had the chance to fully review the matter, this memo sets forth several legal issues with the amendment and a proposal to address the issues. The Amendment approved by Council (the "Amendment") provides as follows:

"Nothing in this ordinance, standing alone, changes, invalidates or requires the removal of any name, formally approved before the effective date of this ordinance if it is in compliance with the requirements of this ordinance. This ordinance shall be retroactively applied to any name approved after January 1, 2023 that is not in compliance with the terms of this ordinance, except that no street or roadway shall be renamed to limit the impact and inconvenience on residents. Any naming or renaming action taken on or after the effective date shall comply with the requirements established here."

I. Legal Issues

1. S.C. Code §5-7-270 and Simpsonville City Ordinance Sec. 2-94

S.C. Code §5-7-270 provides in pertinent part as follows:

> "Every proposed ordinance shall be introduced in writing ***and in the form required for final adoption***."

Simpsonville City Ordinance 2-94 (Form of Ordinances) mirrors S.C. Code §5-7-270. It provides as follows:

> (a) Every proposed ordinance shall be introduced in writing ***and in the form required for final adoption*** which shall include: (1) A title briefly describing the content. (2) Findings, reasons or basis for the ordinance, if desired and appropriate. (3) An enacting clause. (4) Citation of any ordinance repealed. (5)The provisions of the ordinance including section numbers if the ordinance is to be codified or amends

an existing codified ordinance. (6) The effective date of the ordinance. (7) The name of the person requesting introduction of the ordinance. (8)The approval of the city attorney as to form and the assignment of an ordinance number. (9)Space for the signatures of the mayor or presiding member of the council and the clerk attesting notice, if required, and adoption.

(b) Written resolutions shall be in a similar form as deemed appropriate by the city attorney.

Analysis: The Amendment is problematic based upon the foregoing law. The Amendment added a completely new action by council (to retroactively change the name of Gracely park) that was "read into" the ordinance as opposed to being "red-lined" and presented as part of Council's materials and that was not contemplated by the ordinance when it was introduced through committee of the whole and through first reading. Therefore, the ordinance, as amended, was not in "final form." The Attorney General previously opined that a court will likely find a proposed municipal ordinance presented in redlined formal would "in the form required for final adoption" as required by the South Carolina Code of Laws and the Summerville Code. 2016 WL 3946155, at *2 (S.C.A.G. June 28, 2016). However, in this case, Council did not even have a red-lined version of the ordinance to review prior to adoption.

The amendment did not comply with S.C. Code §5-7-270 or Sec. 2-94 of the Simpsonville City Code and the amendment should have gone through the same legislative process for adoption (i.e., referral back to committee of the whole).

2. Simpsonville City Ordinance Sec. 2-95

Sec. 2-95 (Introduction of Ordinances) provides as follows:

> An ordinance may be proposed by any member of the council. A proposed ordinance ***shall be referred to the city attorney for approval as to form. The city attorney shall render assistance in the preparation of notices and ordinances***. After an ordinance is in proper form and required notices have been given, the city attorney shall send the ordinance to the clerk to be held for public inspection. An ordinance shall be deemed to be introduced when it appears on an agenda for a public meeting of council and its title is read.

Analysis: I did not review the Amendment prior to the meeting and I did not assist in the preparation of the Amendment in violation of Sec. 2-95 of the Simpsonville City Code.

3. Simpsonville City Ordinance Agenda requirements and FOIA

Sec. 2-66(a) (Setting the Agenda) of the Simpsonville City Code provides as follows:

> (1) Matters to be considered by the council ***must*** appear on the published agenda for the meeting.

Furthermore, the SC FOIA (*See* S.C. Code §30-4-80) requires an agenda to be published and provides the procedure to amend an agenda without providing 24 hours' notice (*See also* Sec. 2-66(f) of Simpsonville Code). For Council to amend the agenda in which final action is being taken and in which no opportunity for public comment has been provided, a 2/3 vote is required plus the finding of emergency or exigent circumstances.

Analysis: As stated above, the Amendment added new legislative action and one that originally sought to be achieved by a prior standalone resolution that was previously postponed or tabled. There would be no way for the public to know, by reviewing the published Agenda for September 8, 2026, that Council would also be considering removing the name of a public park previously adopted by Council. This defeats the purpose of an Agenda requirement and the SC FOIA. Therefore, in my view (and notwithstanding review of by committee of the whole), the amendment would only be allowed by placing it on the agenda at least 24 hours prior to the meeting or following the procedure of S.C. Code §30-4-80 to amend an agenda. Since this matter clearly did not involve an emergency or exigent circumstance, an amendment to agenda to add a new legislative act was not proper.

The stated purpose of FOIA is persuasive here: "The General Assembly finds that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy." S.C. Code Ann. § 30-4-15

4. Simpsonville City Ordinance Sec. 2-66(b)

Simpsonville City Ordinance Sec. 2-66 (b)(Notice to Members) provides as follows:

(1) ***All members of council should be furnished copies of all requests requiring council action in their agenda packets for upcoming meetings. This notice shall include complete copies of each proposal to be considered. Copies of proposed ordinances at second reading shall appear as amended from first reading.***

(2) ***In order for an item(s) to be included on the agenda based upon the request of a council member, the council member must submit the request with a memorandum stating the action to be proposed (e.g. motion, resolution) and the intent and purpose of the action, along with all supporting documents.***

Analysis: The Amendment did not follow the foregoing requirements of providing sufficient notice to members of Council.

5. Budget

As an ancillary issue, the Amendment did not authorize the Administrator to spend funds to implement the Amendment. Therefore, to the extent the name change requires the expenditure

of city funds to implement the name change (e.g., changing park signs, etc.), Council has not provided the Administrator with budget authority.

II. Legislative Remedy

Robert's Rules of Order (6:26) and Simpsonville City Code Sec. 2-66(a)(2)(e) allow a member of Council to propose a motion to rescind a matter previously adopted. Sec. 2-66(a)(2)(e) states as follows:

> At the request of a council member, a motion to request to amend something previously adopted or a motion to rescind shall be made. At committee of the whole meetings only: Such items as may be requested by a member of council. All requests shall be in accordance with the requirements of notice to members.

Based upon the foregoing legal issues and the language of 2-66(a)(2)(e), a member of council could make a motion to rescind at the committee of the whole meeting provided notice is provided.

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: Paul Shewmaker

Department: City Council

Date Submitted: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Executive Session

Summary of Item/Purpose:

For the receipt of legal advice regarding ordinances O-2026-10 and O-2026-12, as permitted by S.C. Code of Laws § 30-4-70(a)(2)

Action Requested of Council:

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

Are supporting documents attached?

☐ Yes ☑ No

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: Chad O'Rear

Department: City Council

Date Submitted: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Resolution R-2026-16

Summary of Item/Purpose:

A proposed resolution to restore the historic name of "Simpsonville City Park" (previously postponed indefinitely at Committee of the Whole Meeting on July 28, 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

RESOLUTION R-2026-16

A RESOLUTION RESTORING THE HISTORIC NAME OF "SIMPSONVILLE CITY PARK"

WHEREAS, the City of Simpsonville has long owned and maintained the public park located adjacent to the Municipal Complex as a place for recreation, community gatherings, civic celebrations, and public enjoyment; and

WHEREAS, for generations, this park has been known as Simpsonville City Park, a name that has become deeply woven into the history, identity, and collective memory of the Simpsonville community; and

WHEREAS, countless residents and visitors have gathered at Simpsonville City Park to participate in youth recreation, athletic events, festivals, civic ceremonies, family celebrations, and other activities that have contributed to the quality of life and sense of community enjoyed by the citizens of Simpsonville; and

WHEREAS, the City recognizes that the names of significant public places serve as enduring landmarks that connect generations of residents to the City's history and heritage; and

WHEREAS, the City Council finds that preserving historically significant place names promotes continuity, strengthens community identity, and honors the legacy of those who have enjoyed and cared for these public spaces throughout the City's history; and

WHEREAS, the City Council further recognizes and appreciates the dedicated service of the many elected officials, employees, volunteers, and civic leaders whose efforts have contributed to the growth and success of Simpsonville and the continued improvement of its parks and public facilities; and

WHEREAS, the restoration of the historic name "Simpsonville City Park" is intended to reaffirm the historic identity of one of the City's most recognizable public places and is not intended to diminish the contributions or public service of any individuals;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Simpsonville, South Carolina, duly assembled, as follows:

Section 1.

The public park presently known as "Gracely Park" shall henceforth be restored to and officially designated as "Simpsonville City Park."

Section 2.

The City Administrator is authorized and directed to take all administrative actions necessary to implement this Resolution, including updating signage, maps, publications, digital resources, and other official references to reflect the restored name.

Section 3.

The City Council affirms that this action is taken to preserve and celebrate the historic identity and longstanding community recognition of Simpsonville City Park while continuing to honor and appreciate the many individuals whose leadership and service have strengthened the City of Simpsonville throughout its history.

Section 4.

This Resolution shall become effective immediately upon its adoption.

ADOPTED this ___ day of _____, 2026.

CITY OF SIMPSONVILLE, SOUTH CAROLINA

_____

Paul Shewmaker, Mayor

ATTEST:

_____

Justin Campbell, City Clerk

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: Jon Derby

Department: Planning

Date Submitted: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Addendum to amend language in the Burdette North Development Agreement

Summary of Item/Purpose:

Update language to allow for temporary uses

Action Requested of Council:

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

Are supporting documents attached?

☑ Yes ☐ No

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: Jerry Tuso

Department: City Council

Date Submitted: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Speed hump and 20 mph on Hudders Creek Way

Summary of Item/Purpose:

To place a speed hump midway on Hudders Creek Way between Norvin Court and Nakkol Drive and set speed limit at 20 mph

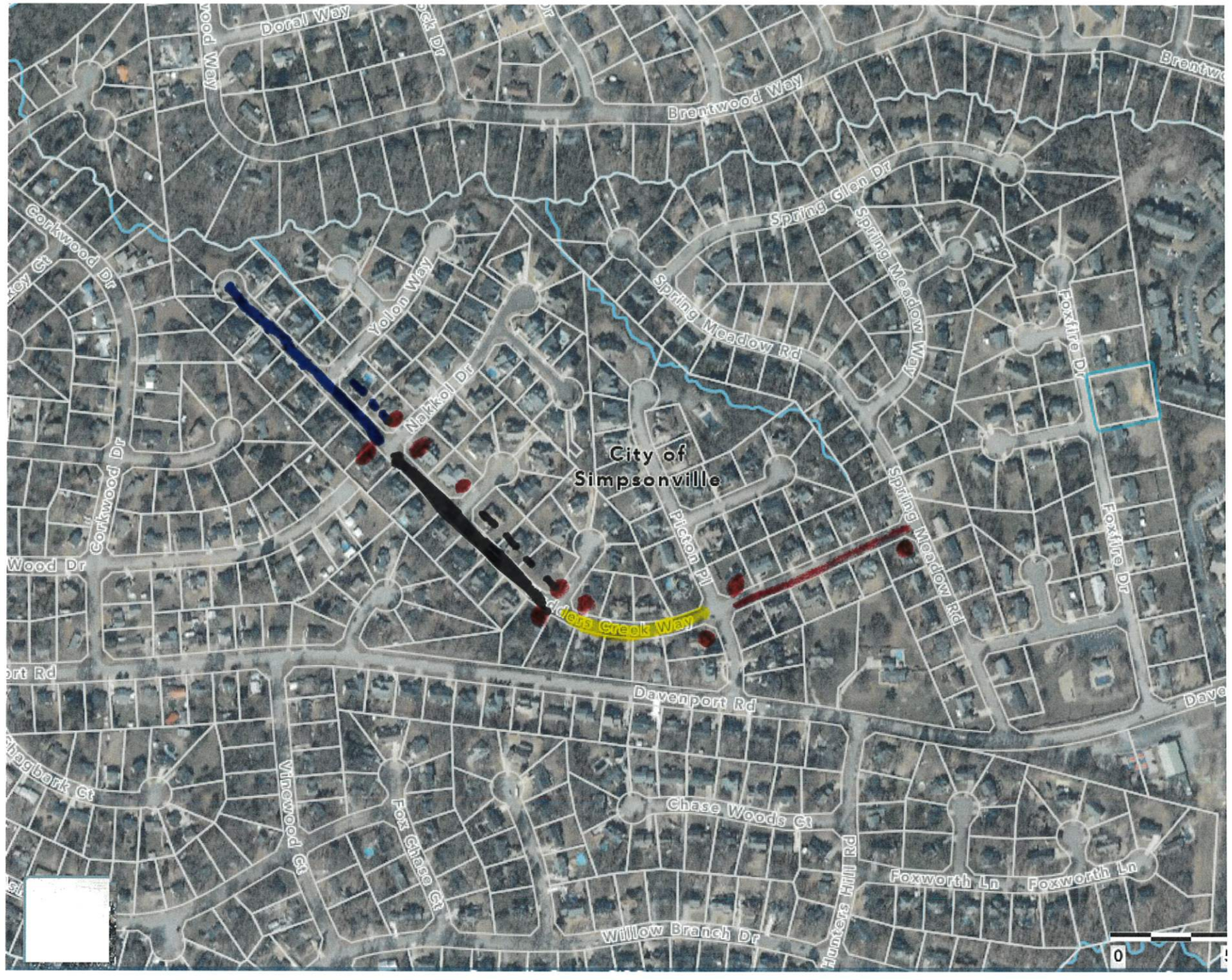
Action Requested of Council:

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

Are supporting documents attached?

☑ Yes ☐ No


Street View
Click a highlighted street to e
In some locations, you can ex
imagery from multiple dates.
Hudders Creek Way
United Methodist Church
Google
100%
Data attribution
10/14/2024
100 m
Camera: 1,708 m
34°43'08.0



630 LF

391 LF

525 LF

270 LF

677 LF

255 LF

● EXISTING STOP SIGN

PROPOSED TRAFFIC CALMING GUIDELINES*

Functional classification: Only Local Residential Street shall qualify for Traffic Calming Devices. Roads less than 20-foot wide are not eligible.

Traffic Volume: Average daily Traffic shall be less that 3,000 cars per day.

Speed Limit: The posted speed limit shall be no greater than 25 MPH.

Speeding: the 85th percentile speed exceeds the posted speed limit.

Spacing: Speed Humps shall have a minimum spacing of 350 feet and shall not be closer than 350 feet to an intersect*ing road*.

Non-Residential Traffic: Significant cut through traffic is present.

Neighborhood Acceptance: Greater than 50% of the street residents support the TC request.

Special Needs: Special considerations should be given to schools, parks, hospitals, nursing homes, etc.

Design: Construct speed humps, raised crosswalks, and raised intersections per Section 57-7-230 of the South Carolina Code of Laws.

Engineering Evaluation: Used to verify TC request meets approve Guidelines.

* Any Guideline may be waived by City Council

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: Tee Coker

Department: Administration

Date Submitted: 09/16/2026

Please include the following item on the agenda for (date of meeting): 09/22/2026

Agenda Item Title:

Executive Session

Summary of Item/Purpose:

To discuss contractual matters related to personnel in the Administration Department, as allowed by S.C. Code of Laws § 30-4-70(a)(1)

Action Requested of Council:

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

Are supporting documents attached?

☐ Yes ☑ No