

AGENDA
SIMPSONVILLE CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING
March 25, 2025
6:00pm
Council Chambers – City Hall

1. **CALL TO ORDER**.....Mayor Shewmaker
2. **ROLL CALL**.....Ashley Clark, City Clerk
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MINUTES** – February 25, 2025
5. **CITIZEN COMMENTS**
6. **STAFF REPORTS** – Department Heads will be available to answer any questions concerning the departmental monthly reports for Police, Fire, Recreation and Public Works
 - A. Financial Report.....Christine Furino, Finance Director
 - B. City Administrator Report..... Dianna Gracely, City Administrator
7. **BUSINESS**

Items Anticipated to Come Before Council

 - A. **Z-2025-01, Proposed rezoning of properties at 101, 103, & 16333 E. College St.**.....Jon Derby, Planning Director
 - B. **TX-2025-01, Misc. Refinements to the Zoning Ordinance.**.....Jon Derby, Planning Director
 - C. **Proposal to revise Ordinance AXZ-2021-01, Property at 215-231 Stenhouse Road.**.....Jon Derby, Planning Director
 - D. **Proposal to Change Zoning Regulations.**.....Chad O’Rear, Ward 1
 - E. **Proposed additions to the Zoning Ordinance.**.....Chad O’Rear, Ward 1
 - F. **MetroConnects Intergovernmental Agreement.**.....Dianna Gracely, City Administrator
 - G. **Parking Lease for Verdin Lots.**.....Dianna Gracely, City Administrator
8. **Executive Session**
 - To discuss a personnel matter in the Administrative Department.

Upon Coming out of Executive Session, Council may reconvene the meeting to take action on matters discussed in Executive Session.

PLEASE NOTE: This Agenda is accurate as of the Friday immediately preceding the Council meeting but is subject to change until twenty-four (24) hours prior to the meeting. Please contact the City Clerk the day of the meeting for the latest agenda information.

ORDINANCE NO. AXZ-2021-01

AN ORDINANCE TO ADOPT A PETITION FOR ANNEXATION OF TAX MAP # 0574.05-01-014.05 & 0574.05-01-014.04 (215 & 219 STENHOUSE RD), 0574.05-01-014.07 & 0574.05-01-014.03 (223 & 225 STENHOUSE RD), 0574.05-01-014.00 (229 STENHOUSE RD), & 0574.05-01-014.02 (231 STENHOUSE RD) BY Alta Real Estate, INTO THE CITY OF SIMPSONVILLE, SOUTH CAROLINA

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

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

WHEREAS, the hereinafter described property was advertised on January 27, 2021, and the City of Simpsonville Planning Commission held a public hearing on March 02, 2021.

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

1. **ANNEXATION:** The attached Petition for Annexation and Rezoning into the City pursuant to South Carolina Code of Laws Section 5-3-150, wherein the property owners have signed a petition requesting annexation into the City of Simpsonville requesting the annexation of land depicted in the deeds contained in Book 2465 on Page 3469, Book 2364 on Page 3122, Book 1536 Page 532, Book 1536 Page 532, Book 2414 on Page 1500, & Book 2585 on Page 4001 of the official records of the Greenville County Register of Deeds and as depicted in Exhibit "A" attached hereto, is hereby made a part of this Ordinance and approved and the property described therein is hereby declared to be annexed into the City of Simpsonville.

2. **ZONING CLASSIFICATION:** The Official Zoning Map of the City of Simpsonville is hereby amended to assign these properties as depicted in Exhibit "A", the zoning classification of R-Hi, Residential High-Density Neighborhood.

3. **FUTURE LAND USE MAP DESIGNATION:** The Future Land Use Map of the City of Simpsonville is hereby amended to assign all property depicted in Exhibit "A", the future land use map designation of "High Intensity Neighborhood".

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

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

ORDINANCE NO.: AXZ-2021-01

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6. **DISTRICT ASSIGNMENT:** The within described property shall be assigned to City Council Ward Six (6).

7. **FLOOD RATE INSURANCE MAPS:** In accordance with the provisions of 44 CFR §64.4, in the event that the newly annexed area was previously located in a community participating in the NFIP Program, pending formal adoption of the amendment to its flood plain management regulations, the City hereby certifies that within the newly annexed area the flood plain management requirements previously applicable in the area remain in force. In the event that the newly annexed area was previously located in a community not participating in the NFIP Program, upon annexation, and pending formal adoption of the amendments to its flood plain management regulations, the City certifies that it shall enforce within the newly annexed area, existing flood insurance policies which shall remain in effect until their date of expiration may be renewed, and new policies may be issued.

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

SIGNATURE OF MAYOR:

Paul Shewmaker

ATTEST:

APPROVED AS TO FORM:

Ashley Clark
City Clerk

Daniel Hughes
City Attorney

First Reading: April 8, 2025
Second Reading: May 13, 2025

ORDINANCE NO. AXZ-2021-01

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ORDINANCE NO.: AXZ-2021-01

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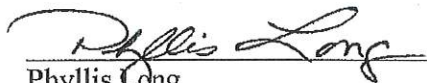
8. **METROPOLITAN SEWER SUBDISTRICT:** It is the intent of City Council that the area described herein to be annexed is currently served by Metropolitan Sewer Subdistrict (hereinafter "Metropolitan"). At the time of the passage of this Ordinance, it is the intent of the City that Metropolitan shall continue to provide sewer service to the annexed area. Therefore, Greenville County shall continue to collect the millage currently assessed by Metropolitan on the annexed area and to remit the same directly to Metropolitan until notified otherwise by the City.

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


SIGNATURE OF MAYOR:


Paul Shewmaker

ATTEST:


Phyllis Long
City Clerk

APPROVED AS TO FORM:


David W. Holmes
City Attorney

First Reading: April 13, 2021
Second Reading: May 11, 2021

**INTERGOVERNMENTAL AGREEMENT
(SEWER SERVICE FOR KEMET UPGRADE)**

THIS INTERGOVERNMENTAL AGREEMENT (the “*Agreement*”) is made and entered into as of this ___ day of _____, 2025 (the “*Effective Date*”) by and between **THE CITY OF SIMPSONVILLE, SOUTH CAROLINA**, a municipal corporation existing under the laws of the State of South Carolina (the “*City*”) and **METROPOLITAN SEWER SUBDISTRICT**, a special purpose district, organized and existing under the laws of the State of South Carolina (“*Metropolitan*”), each a “*Party*” and together the “*Parties*.”

RECITALS:

A. Metropolitan was established pursuant to Act No. 687 of 1969, as amended (the “*Enabling Act*”) and is authorized to provide sewer collection service (“*Sewer Service*”) to properties located within the boundaries of Metropolitan, as established pursuant to the Enabling Act and as subsequently adjusted pursuant to State law (the “*Metropolitan Boundaries*”).

B. The City provides Sewer Service to within the boundaries of the City and currently owns and operates a sewer collection line outside of its boundaries that serves the Kemet Electronics Corporation plant (the “*Kemet Plant*”) located at 2835 Kemet Way, Simpsonville, SC 29681 as further shown on **Exhibit A** attached hereto and incorporated herein (the “*Simpsonville Kemet Collection System*”)

C. The Simpsonville Kemet Collection System is located within the Metropolitan Boundaries and in need of rehabilitation and upgrades to accommodate the Kemet Plant expansion.

D. Pursuant to a separate agreement between Metropolitan and Kemet Electronics Corporation (the “*Kemet Development Agreement*”), Metropolitan has agreed to construct an alternative sewer collection line with increased capacity to serve the Kemet Plant as further shown on **Exhibit B** attached hereto and incorporated herein (the “*Metropolitan Kemet Collection System*”). The Metropolitan Kemet Collection System will be partially funded by an economic development grant from the SC Rural Infrastructure Authority and will connect directly into an existing Metropolitan sewer line, The Metropolitan Kemet Collection System will not interconnect with any portion of the City sewer collection system.

E. Upon completion of the Metropolitan Kemet Collection System, the City has agreed to abandon the portion of the Simpsonville Kemet Collection System going under I-385 and transfer the remaining Simpsonville Kemet Collection System and sewer service rights to Metropolitan.

NOW, THEREFORE, and in consideration of the premises set forth in the recitals above, and the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Metropolitan agree as follows:

1. **Recitals.** The above recitals are hereby acknowledged by the parties and are specifically incorporated into this Agreement.

2. **Construction and Implementation of the Metropolitan Kemet Collection System.** Metropolitan agrees to construct the Metropolitan Kemet Collection System pursuant to the terms and conditions set forth in the Kemet Development Agreement. Upon completion of the Metropolitan Kemet Collection System, the City will abandon the portion of the Simpsonville Kemet Collection System going under I-385 and convey the remaining Simpsonville Kemet Collection System and all easements related thereto to Metropolitan. Prior to the completion of the Metropolitan Kemet Collection System, the City shall own and operate the Simpsonville Kemet Collection System in the ordinary and regular course, and in substantially the same manner as heretofore conducted, and the City shall not engage in any transaction or activity or enter into any agreement or make any commitment with respect to the Simpsonville Kemet Collection System that is inconsistent with or that would prevent or delay Metropolitan's operation of the Metropolitan Kemet Collection System in accordance with the provisions of this Agreement. After the Effective Date of this Agreement, the City shall direct all future development requests and permits related to the Simpsonville Kemet Collection System and the Metropolitan Kemet Collection System to Metropolitan.

3. **Service to the Kemet Plant and Surrounding Property.** Metropolitan and the City hereby acknowledge and agree that upon the completion of the Metropolitan Kemet Collection System, all rights to provide Sewer Service to the Kemet Plant and any surrounding properties that would convey through or directly connect to the Metropolitan Kemet Collection System shall be transferred to Metropolitan. All new and future connections and development connected or conveying through the Metropolitan Kemet Collection System shall be Sewer Service customers of Metropolitan. To the extent that privately-constructed sewer infrastructure is required in connection with the development of any adjacent property, such sewer infrastructure shall be constructed in accordance with the policies and procedures of Metropolitan and will be dedicated to Metropolitan in accordance therewith. The City hereby acknowledges and agrees that the Metropolitan Kemet Collection System and transferred portion of Simpsonville Kemet Collection System will be owned, operated and maintained by Metropolitan and Metropolitan shall thereafter provide Sewer Service to all property owners that convey through or connect to the Metropolitan Kemet Collection System in accordance with the enabling legislation of Metropolitan and other applicable laws of the State. For purposes of clarification, the terms and conditions of this paragraph are not intended to amend the Annexation Policy Agreement between Metropolitan and the City dated _____, 2023.

4. **Existing City Services and Liabilities.** The City expressly acknowledges and agrees that Metropolitan shall not assume any responsibility for any functions or services provided of the City except Sewer Service to the Kemet Plant through the Metropolitan Kemet Collection System. Further, Metropolitan shall not be responsible for any latent or existing liabilities, or contractual obligations or agreements or other debts of the City relating to any of the functions or services heretofore or hereafter provided by the City (including those related to Sewer Service

through the Simpsonville Kemet Collection System) unless and except as expressly set forth in this Agreement, agreed to in writing by Metropolitan. The provisions of this Section shall specifically include the portion of the Simpsonville Kemet Collection System under I-385 that is being abandoned as contemplated by this Agreement.

5. **Further Assurances; Agreement to Act in Good Faith.** Metropolitan and the City agree that from time to time hereafter each shall in good faith perform such additional and further acts and shall execute and deliver such additional and further documents and instruments as may be reasonably required to consummate the transactions contemplated by this Agreement.

6. **Authorization.** Metropolitan and the City hereby represent and warrant that all appropriate action has been taken by their respective governing bodies to authorize the execution of and the performance of the obligations set forth in this Agreement and that the persons executing this Agreement on behalf of each Party has been duly authorized to do so.

7. **Third-Party Beneficiaries.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties and their respective successors and assigns. There are no third-party beneficiaries of this Agreement.

8. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties. All prior representations and discussions have been merged into this document and no provision shall survive the execution of the Agreement unless it is contained herein. This Agreement may not be amended except in a writing with a document signed by both Parties and with a formality of execution the same as this Agreement.

9. **Severability.** In the event any provision of this Agreement, or the actions taken to adopt this Agreement, are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10. **Counterparts.** This Agreement may be signed in counterparts by any one or more of the Parties or signatories hereto, and each such counterpart shall be deemed an original and part of a single instrument for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Metropolitan Sewer Subdistrict has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**METROPOLITAN SEWER
SUBDISTRICT d/b/a
METROCONNECTS**

By: _____
Chairman, Board of Commissioners

ATTEST:

Secretary, Board of Commissioners

IN WITNESS WHEREOF, the City of Simpsonville has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**CITY OF SIMPSONVILLE, SOUTH
CAROLINA**

By: _____
City Manager

ATTEST:

By: _____
Clerk to City Council

Ordinance TX-2025-01 CITY OF SIMPSONVILLE, SOUTH CAROLINA

AN ORDINANCE TO AMEND SECTION 3 (EXEMPT SIGNS) OF CHAPTER 10 (SIGNAGE) OF ARTICLE 4 OF THE CITY OF SIMPSONVILLE ZONING ORDINANCE

WHEREAS, the Simpsonville City Council reviews the city ordinances at various times to make necessary improvements and/or changes; and,

WHEREAS, the South Carolina Local Government Comprehensive Planning Act, Section 6.29-310 et seq., of the South Carolina Code of Laws, 1976, as amended, authorizes the City of Simpsonville to enact or amend its zoning and land development regulations to guide development in accordance with existing and future needs and in order to protect, promote and improve the public health, safety, and general welfare; and,

WHEREAS, the City of Simpsonville Planning Commission has reviewed the proposed amendments to Section 3 (Exempt Signs) of Chapter 10 (Signage) of Article 4 of the City of Simpsonville Zoning Ordinance and has recommended for the Simpsonville City Council to adopt the amendments proposed herein; and,

WHEREAS, the City has determined that Section 3 (Exempt Signs) of Chapter 10 (Signage) of Article 4 of the City of Simpsonville Zoning Ordinance should be amended to apply reasonable and uniform time, place and manner restrictions to yard signs that are exempt from standard permit procedures of the City; and,

WHEREAS, the Council, after considering all of the facts and circumstances surrounding the proposed amendments contained herein, do hereby find that the amendments as set forth herein are in the best interests of the City of Simpsonville.

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

*NOTE: Language in section 1 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Ordinance that have been skipped and remain unchanged.*

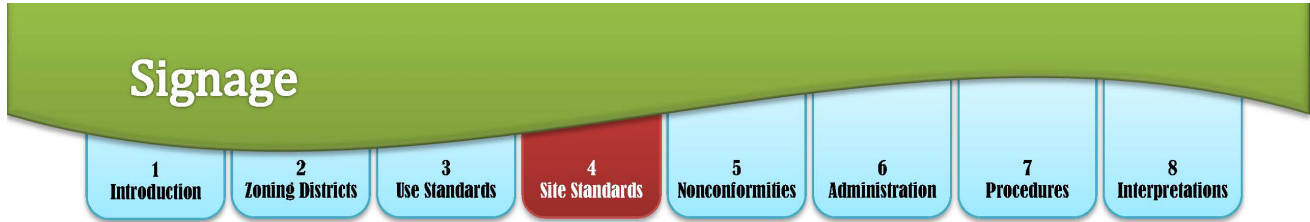
Section 1. That Section 3 (Exempt Signs) of Chapter 10 (Signage) of Article 4 of the City of Simpsonville Zoning Ordinance is hereby amended as follows:

4.10.3 Exempt Signs. (See Attached)

Section 2: That the amendments contained herein shall be effective upon second and final reading of this Ordinance.

Section 3: 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.

EXHIBIT “A”



4.10 Signage

4.10.1 Intent

The intent of this section is to regulate signs which are visible from the public right-of-way. Further, the purpose of these regulations is to:

- A. Encourage the effective use of signs as a means of communication in the City of Simpsonville while preserving the right of free speech and expression protected by the First Amendment;
- B. Maintain and enhance the aesthetic environment and the City’s ability to attract sources of economic development and growth;
- C. Minimize the possible adverse effects of signs on nearby public and private property;
- D. Ensure that signs are designed, constructed, installed, and maintained so that public safety is not compromised, particularly pedestrian and traffic safety;
- E. Prevent sign clutter that may overload the public’s capacity to receive information; and
- F. Promote signs which are compatible with their surroundings and are appropriate to the type of activity to which they pertain.

4.10.2 Applicability

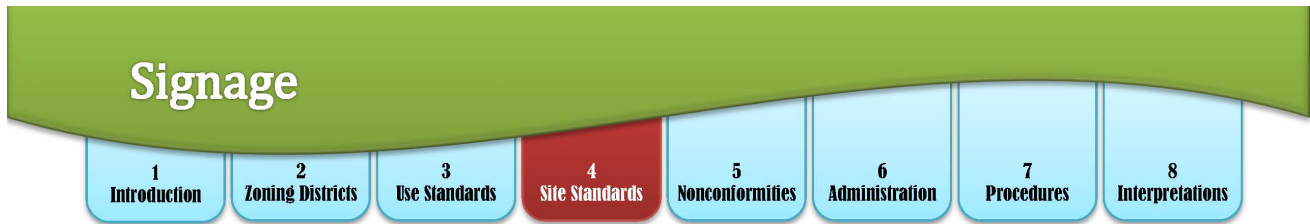
A sign, where visible from the public right-of-way, may be erected, placed, established, painted, or maintained within the City of Simpsonville only in conformance with the requirements of this section.

The effect of this Ordinance as more specifically set forth herein is:

- A. To allow a variety of types of signs in business zones and a limited variety of signs in other zones, subject to the standards and procedures of this Ordinance;
- B. To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the requirements of this Ordinance; and
- C. To prohibit all signs not expressly permitted in this Ordinance.

Unless exempt, no sign shall be erected, altered, moved, or reconstructed within the City except in accordance with the procedures set forth in Article 7, Procedures, of this Ordinance.

EXHIBIT "A"



4.10.3 Exempt Signs

The following signs and sign alterations are hereby exempt from the standard permit procedures provided such signs comply with the appropriate requirements of this Ordinance. Signs exempt from permitting procedures shall not count towards the maximum number or size of signs per premises.

- A. *Governmental signs.* A legal notice or public traffic, directional, warning, or informational sign authorized by an appropriate governmental agency.
- B. *Official or organizational flags.* A flag bearing the official design or insignia of a government, educational institution, church, fraternal, or corporate organization, excluding flags erected for commercial purposes. The size of the flag shall not exceed 40 square feet. The display of the National flag shall follow the appropriate protocol per the United States Code for the display of the U.S. flag.
- C. *Utility signs.* A sign denoting the location of underground utilities or other public utility sign placed on utility equipment provided the sign face does not exceed one square foot in size.
- D. *Addresses.* Any building or house numbers provided the size of the address display does not exceed four square feet.
- E. *Nameplates.* A family name plate, coat-of-arms, or similar non-commercial identification of the premises provided the size of the display does not exceed four square feet.
- F. *Temporary Window signs.* A sign on the interior of window glass provided the size of the display does not exceed 4 square feet. At no point shall window signs cover more than 20 percent of the glass area of the window frame or door section.
**Perforated window film and like material are defined as permanent signage.*
- G. *Private directional ~~street~~ signs.* A private ~~street name sign or an on-site~~ traffic, directional, or warning sign directing traffic to an establishment that is intended to be permanent provided the sign face does not exceed three square feet and no more than 50 percent of the sign face is used for commercial copy or graphics. Private directional signs for on-site traffic, directional or warning sign for an event or service is considered a yard sign and subject to the regulations regarding yard signs set forth in Section R below.
- H. *Memorial signs.* Historic markers, monuments, plaques, or similar signs recognized by an appropriate governmental agency.
- I. *Sandwich board and easel signs.* A sandwich board or easel sign provided the sign meets the following requirements:
 - 1. The sign shall be located at the property of the establishment or event being advertised thereon;
 - 2. The sign shall not be located on any property that uses an outdoor electronic message display;
 - 3. Not more than one such sign shall be displayed per business or establishment;
 - 4. The size of the sign shall not exceed six square feet, nor shall the height of the sign exceed four feet;
 - 5. The sign shall not obstruct any sidewalk, driveway, door, or other way used by pedestrians or motorists; and
 - 6. The sign shall only be displayed during the hours the establishment is open for business.
- J. *Special event signs.* ~~A yard sign or similar sign announcing a public event or garage sale provided the sign meets the following requirements:~~
 - 1. ~~The sign shall be located at the site of the event for which the sign is being used;~~

EXHIBIT “A”

Signage

1 Introduction	2 Zoning Districts	3 Use Standards	4 Site Standards	5 Nonconformities	6 Administration	7 Procedures	8 Interpretations
			<p>2. The size of the sign shall not exceed six square feet, nor shall the height of the sign exceed three feet;</p> <p>3. The sign shall be set back at least 12 inches from any curb or edge of road;</p> <p>4. The sign shall identify the date of the event and shall not be erected more than eight days prior to the event; and</p> <p>5. The sign shall be removed within 48 hours of the event's completion.</p> <p>K. <i>Seasonal decorations.</i> Seasonal decorations provided they do not create a hazard or nuisance to pedestrians, motorists, or adjacent properties.</p> <p>L. <i>Political signs.</i> A yard sign or similar sign announcing candidates seeking public office or relating to an election or public referendum. provided the sign meets the following requirements:</p> <ol style="list-style-type: none"> The sign shall not be located on City of Simpsonville property or right of way; The size of the sign shall not exceed six square feet, nor shall the height of the sign exceed three feet; The sign shall be set back at least 12 inches from any curb or edge of road; The sign shall not be erected more than 30 days prior to the election for the candidate or referendum being advertised; and The sign shall be removed within 48 hours of the completion of the election. <p>M. <i>Real estate signs.</i> A yard sign or similar sign advertising real estate for sale or lease provided the sign meets the following requirements:</p> <ol style="list-style-type: none"> The sign shall be located at the site of the real estate for which the sign is being used; 				

EXHIBIT "A"



- Q. *Special information signs.* Any sign attached to or integrated into a gasoline pump, automatic teller machine, vending machine, drive-through facility of a commercial establishment, or similar component for the purpose of providing descriptive information or operational instructions to users on-site and which is not intended to be viewed from the public right-of-way.
- R. The following types of Temporary Signs:
 - 1. Yard Signs. A yard sign or similar sign such as a construction sign (defined above), political sign (defined above), a sign advertising a public event, garage sale, or private directional sign for an event or service (defined above) provided the sign meets the following requirements:
 - i. For signs advertising a public event, a construction sign, or a private directional sign, the sign shall be located at the site of the event for which the sign is being used or where the construction activity is occurring; and,
 - ii. Signs shall not exceed six square feet, nor shall the height of the sign exceed three feet; and,
 - iii. Signs shall not be located on City property or in the public right-of-way and shall not be placed in violation of the provisions of set forth in 4.10.5.2, 4.10.5.3, and 4.10.5.4 hereof; and,
 - iv. Signs shall not be illuminated; and,
 - v. To minimize sign clutter, there shall not be more than one (1) sign oriented to the same street on each lot for yard signs such that, for example, a lot is limited to one (1) yard sign oriented to the same street for a specific event, garage sale, or political candidate. A lot may have more than one yard sign oriented to the same street for different events, garage sales, or political candidates.
 - vi. Signs shall not be erected more than forty-five (45) days prior to the event, sale, or election; and,
 - vii. Signs shall be removed within seven (7) days of the event, election, or sale.
 - 2. Post signs. A real estate sign or similar sign advertising real estate for sale or lease provided the sign meets the following requirements:
 - i. The sign shall be located at the site of the real estate for which the sign is being used; and,
 - ii. The size of the sign shall not exceed six square feet, nor shall the height of the sign exceed three feet; and,
 - iii. On each lot there shall not be more than one real estate sign oriented to the same street; and,
 - iv. The sign shall be removed within seven days of the sale or lease of the real estate for which the sign is being used.

ADOPTED this _____ day of _____, 2025.

SIGNATURE OF MAYOR:

Paul Shewmaker

APPROVED AS TO FORM:

Daniel Hughes
City Attorney

ATTEST:

Ashley Clark
City Clerk

FIRST READING: April 8, 2025
SECOND READING: May 13, 2025

**City of Simpsonville Land Lease and Use Agreement
(Public Parking)**

This amended agreement executed by and between the City of Simpsonville (hereinafter referred to as “City”) and D. Byron Verdin, Jr., as Trustee of Trust U/A of D. Byron Verdin, Jr. Dated November 6, 2019, and Eloise W. Verdin, as Trustee of Trust U/A of Eloise W. Verdin Dated November 6, 2019 (hereinafter collectively referred to as “Owner”), effective this 1st day of July, 2024. Original agreement dated June 1, 2020 is attached.

Whereas, the City wishes to continue to use certain premises of Owner (hereinafter referred to as “parking lot”) for the use by the public for improvement of the health, safety and welfare of the citizens of and visitors to the City;

Whereas, the Owner wishes to continue to permit the entry and use of their premises more properly identified as Greenville County Tax Map #0308000100900 (less any portion of said property encroached upon by adjoining building), Map #0308000100800 and Map #0308000100700 (hereinafter collectively referred to as “premises”), as shown in Exhibit A attached hereto and incorporated by reference.

Therefore, the parties hereto agree as follows:

1. The City shall be responsible for all costs associated with the preparation of the lots to be used for parking, and thereafter for maintenance of the parking lot during the term of this agreement.
2. The City shall lease and use the premises for a period of two (2) years from the date of this agreement primarily for use by the City as a public parking area, *provided, however*, the City is not precluded, or prohibited, from charging fees for reserved parking or event parking, and the City shall be entitled to retain all fees so collected. The public, the City, and vehicles used by the public shall at all times have access to the premises as deemed appropriate by the City during the entire term of this agreement.
3. The City Police and Fire Departments shall have access to, and permitted jurisdiction in, the premises during the term of this agreement.
4. This agreement shall be binding on the parties, their heirs, successors or assigns for the duration of this agreement.
5. Should the Owners, their heirs, successors, or assigns, elect to terminate this agreement after the initial two (2) year lease term, the Owners, their heirs, successors, or assigns shall provide not less than a six (6) month written notice of their intent to terminate setting forth, in said notice, the termination date. The City may terminate this agreement any time after the initial two (2) year term by giving the Owner sixty (60) days’ written notice of its intent to terminate.
6. The City may install signage to indicate that the property is serving as public parking. The City shall make all improvements required to make the premises suitable for parking, which improvements shall include lighting, gravel, parking stops, and any support or

buffer material required to avoid damage to any adjoining lots or structures. Four parking spaces in the premises, as selected by the Owner, shall be reserved for the use of the Owner. These spaces shall be designated "Reserved, No Parking".

7. The City shall compensate the Owner in the amount of \$1,800 per month for use of the premises and for the right of first refusal as set forth in paragraph 10 below.
8. This agreement shall automatically renew for a period of two (2) years unless either party shall have given notice of its intent to terminate as provided in paragraph 5 above. Upon renewal, all of the terms and provisions of this agreement shall continue in full force and effect, *provided, however*, unless otherwise agreed by the parties, the amount of compensation per month shall increase by four percent (4%) on the renewal date of each two (2) year term.
9. The City shall indemnify the Owner for any expenses or damages that the Owner becomes responsible for as the Owner of the premises, which expenses or damages result from the City's use of the premises. To this end, the City shall make the Owner an additional insured on its liability insurance that covers the premises.
10. Owner hereby grants to the City a right of first refusal to purchase the Premises (all three lots) on the same terms and conditions as Owner shall offer the Premises for sale and/or as set forth in a contract which Owner may enter into for the sale of the Premises. The City shall exercise its right of first refusal by written notice to Owner within fifteen (15) days of the City's receipt of Owner's notification of said intent to sell, or within fifteen (15) days of the City's receipt of a copy of Owner's contract for sale, whichever shall apply.

EXECUTED AND AGREED by the below-signed parties:

TRUST U/A OF D. BYRON VERDIN, JR.
DATED NOVEMBER 6, 2019

Dianna Gracely
Administrator, City of Simpsonville

By: _____
D. Byron Verdin, Jr., Trustee

Date: _____

Date: _____

TRUST U/A OF ELOISE W. VERDIN
DATED NOVEMBER 6, 2019

By: _____
Eloise W. Verdin, Trustee

Date: _____

EXHIBIT A

PREMISES

The premises is further identified on the attached maps entitled "Verdin Lot Lease" (Greenville County Tax Map Nos. 0308000100900 (less any portion of said property encroached upon by adjoining building), 0308000100800, and 0308000100700.