

City Council Minutes
February 17, 2026

Orangeburg City Council held its regularly scheduled meeting on Tuesday, February 17, 2026, at 6:00 pm in Council Chambers, 933 Middleton Street with Mayor Butler presiding.

PRESENT:

Michael C. Butler, Mayor
Annette Dees Grevious
Jerry Hannah
Jordan E. Hawkins
Dr. Kalu Kalu, Mayor Pro Tem
L. Zimmerman Keitt

ABSENT:

Sandra P. Knotts

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Grevious to approve February 3, 2026, City Council Minutes. The motion was unanimously approved.

City Administrator Evering addressed Council concerning second reading of an ordinance amending, restating, striking and replacing Chapter 12 of the City Code – Animal Control. He stated, “If you recall in December, Council made a motion to carry over the animal control ordinance until tonight. I understand there is still work being done by Attorney Kozlarek. I respectfully ask that you consider carrying it over again to the April 21, 2026, meeting.”

Mayor Butler stated, “Attorney Kozlarek, please give Council an update.”

Attorney Kozlarek stated, “As we discussed previously, there are several pieces of this that we are trying to craft together as an ordinance including what is currently in City Code and what comparably may be in the Orangeburg County’s Code and state law. There is also an ongoing conversation with the Department of Public Safety because whatever we could craft legally, whatever Council may decide to enact as the ultimate animal control ordinance is still a matter of enforcement that would require the Chief and his officers to be able to deal with that as a practical ordinance.”

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Hannah to postpone second reading of an ordinance amending, restating, striking and replacing Chapter 12 of the City Code – Animal Control to the April 21, 2026, Council meeting. The motion was unanimously approved.

Councilmember Hawkins addressed Council concerning discussion of Public Comments addressing City Council. He stated, “I would like to address something that I believe is fundamental to good governance which is public comments at regular Council meetings. Currently, our citizens can only speak if they are approved and placed on the agenda. We are a council-led form of government. We answer directly to the people. Our meeting should not only be open for observation, but there should also be a structured opportunity for citizens to be heard. I am not proposing to open microphone with no rules. I am proposing a controlled public comment period at the beginning of each regular meeting with clear guidelines such as three minutes per speaker, signing in before the meeting to include the topic, comments will be limited to City business, no back-and-forth debates, and order being enforced by the preceding officer, the Mayor. This is standard practice in many municipalities. State law requires meetings to be open, and it gives us the authority to determine how they are structured. This is a policy choice that we as Council can make. I believe that public comments build trust, reduce frustration, and give citizens a clear and direct channel to speak to their government rather than resorting to social media, the rumor mill, etcetera. If we are confident in our leadership, we should not be reluctant to allow three minutes of structured public input. I ask Council to direct staff to draft a formal public comment policy for an adoption at a future meeting.”

Mayor Butler stated, “I feel we have a structure in place. Anyone that wants to come and speak to Council can come and speak. We never prohibit anybody from coming to speak to Council. The current process gives us a chance to prepare.”

Mayor Pro Tem Kalu asked, "Councilmember Hawkins, are you asking Council to make an injection to block what we have currently?"

Councilmember Hawkins stated, "This would be more of an amendment. I think citizens should be allowed to speak to Council at the beginning of the meeting instead of having to go to City Hall and go through the process. Constituents have reached out stating they feel the process limits a lot of citizens speaking."

Mayor Pro Tem Kalu stated, "I agree the public has the right to address Council if permitted by the presiding officer. Currently, we give the public the chance to put their name on the agenda to address Council for five minutes. We are looking for a procedure to run the meeting in a sensible manner. If we have the procedure where you come through the door and get on the list to address Council, it might displace the smooth running of the Council meeting. If they are given the chance to put their name on the agenda, then Council knows that Tom and Jerry would like to speak before Council. If there are 12 people on the agenda, then we know that 12 people are to speak tonight. Robert's Rules of Order states nonmembers do not have to speak during the council meeting unless approved by the presiding official over the meeting. I am talking in terms of smooth running of the council meeting."

Councilmember Grevious asked, "Public input is important and I welcome public input. We have a format in which any citizen can sign up to speak at any City Council meeting which is simply a call to the City Clerk to get on the agenda. Is that correct, Mr. Evering? Or is there more that must be done?"

City Administrator Evering stated, "Just a call or email, some type of communication by noon Thursday prior to the Council meeting"

Councilmember Grevious asked, "They are given five minutes to speak. Is there a limit to how many people we will accept at a meeting?"

City Administrator Evering stated, "Generally no. I will say though when we have had very heavy meetings, sometimes we ask if the person would be willing to speak at the next meeting."

Councilmember Grevious asked, "So we are just asking them to speak at the next meeting, but we are not denying them a chance to speak. Councilmember Hawkins, what would you like to see in place of the current format?"

Councilmember Hawkins asked, "Someone may see the agenda after it is posted and there is an item that they would like to weigh their opinion on. Since the agenda has already been posted on Friday, they would have to wait till the next meeting to be able to speak. Mr. Evering, if someone requests to be on the agenda, does it have to be approved by the Mayor?"

Mayor Butler stated, "If they want to get on the agenda, it does not have to be approved by the Mayor. If we are in session, it must be approved by the Mayor. If they call the Clerk by noon the Thursday before the Council meeting, they can be on the agenda. We never deny anyone. Like Mr. Evering stated, if we have a heavy agenda, we may ask if they can speak at the next meeting, but we never deny anyone."

Councilmember Hawkins stated, "For example, the Council agenda is posted Friday before the meeting, and a citizen sees an item on the agenda they would like to speak about, but they are unable to request to be on the agenda as the deadline to request to speak expired the day before. They did not know about the topic being on the agenda until the next day after the deadline to request to speak."

Councilmember Grevious asked, "For clarification, you are proposing, they are allowed to be added to the agenda after the agenda has been posted?"

Councilmember Hawkins stated, "Yes, for a limited time of three minutes per person and up to five persons totaling fifteen minutes at the beginning of each meeting. This way, if there is something on the agenda that someone feels strongly about, they can speak to their representatives and Council before we make our decision."

Councilmember Grevious stated, "I would like to offer to citizens, you are welcome to reach out to any of us at any time if you are on the agenda or not on the agenda. I encourage people to get on the agenda and contact us directly if you have feedback about any item that is on the agenda. I think that is important and absolutely an important part of our government structure. I also encourage citizens to attend Council meetings."

Councilmember Keitt stated, "I have been on Council for many years, and we have always welcomed any member of the community to come to us and address us in any way. I think the procedure that we have set up is fantastic. We just do not want people to come to be coming to talk to us about things that do not concern the City of Orangeburg. We want them to come and address things that are important to everyone. The way it is setup, it gives them and us time to prepare. We want to be sure that it is not something that we are not familiar with and we know nothing about. I am asking Council, look at the public comments addressed as it is set up. It is open to anyone that would like to come, ask questions, talk to us, or share information. We see nothing wrong with what is here and hope we can agree to let it remain as it is and keep moving."

Councilmember Hannah stated, "I was raised in a town if you wanted to get something and talk to city council, you had to talk to city council members before the meeting. You have elected officials and you can talk to your district councilmember. If someone in my District 3 comes to me about a problem, I encourage them to sign up on the agenda to appear before Council. I explain to them, if they come, then I can get behind them and it's more force."

Mayor Butler stated, "We want to say to the public, you are always welcome here. We have procedures in place, just follow the procedures. You are welcome to call the office and talk to me. We are here for you. We will never deny you access to us and to information."

Councilmember Hawkins asked, "Would Council be opposed to the attorney drawing up an amendment for Council to review or is Council satisfied with the current structure that is in place?"

Mayor Butler stated, "I am satisfied with the current structure."

Councilmember Keitt stated, "I am satisfied with the current structure."

Councilmember Grevious stated, "If there is an amendment that you want to share, I do not see anything wrong with sharing it and Council can vote on it."

Mayor Pro Tem Kalu stated, "Since it is a law, you can have the attorney to look at it and make suggestions for Council to look at and vote on."

Councilmember Hawkins stated, "Okay, I will move forward with it and thank you for listening."

City Administrator Evering addressed Council concerning fire truck update. He stated, "As you all know, you passed an Ordinance that gave me the authority to enter an agreement not to exceed \$945,630 for the purchase of a new fire truck. I am happy to let you know the financing is complete. The City received the funds this morning. The total amount is \$822,833 that will cover all the enhancements that need to take place. We received a 4.33% interest rate from South State Bank, and the annual payment will be \$103,691. We have \$147,000 worth of debt that will be rolling off at the end of the year so we will be able to absorb this new payment."

Councilmember Grevious asked, "Have we already secured the engine?"

City Administrator Evering stated, "Battalion Chief Winingham is working on that tomorrow."

City Administrator Evering addressed Council concerning a resolution accepting a South Carolina Department of Commerce Grant, approving the use of grant funds, authorizing further actions. He stated, "As you may recall, a little over a year ago, the South Carolina Department of Commerce Rural Development had a strategic planning initiative pilot program. Part of the program covers 100% of the consulting cost to assist us with developing a strategic plan for downtown and another aspect of that grant was a \$250,000 grant to support a project that advances the City's economic development efforts. We have for your consideration for a project that we thought would certainly enhance those efforts. As you all know, City Hall operations moved out of Stevenson Auditorium

into the new City Hall in August of last year. We have done a lot and continue to do so to enhance that tremendous City asset. We spent \$800,000 of Capital Project Sales Tax funds to replace the roof. We put in a new sound system, new lighting and we want to continue to renovate that facility so that it can become a strong economic anchor for downtown, attracting visitors, and really enhancing our efforts. One of the ways we feel we can enhance that facility is by installing a new full, façade digital marquee to inform people of all events that not only take place at Stevenson but in the City in general. I think it will be a tremendous point of pride for the City. It will add a certain panache to the auditorium and continue the renovation efforts. We are partnering with the Central Carolina Community Foundation to raise funds for other renovation projects with Stevenson Auditorium and eventually, we want Stevenson to be an economic driver that we know can be like what the Newberry Opera House has done for downtown Newberry. With your permission, I would like to invite Mr. Randy Ethers who has been a great partner in helping to get Stevenson going.”

Mr. Randy Ethers stated, “As you know Stevenson Auditorium is a landmark in downtown Orangeburg. On the screen is a rendering put together for us to get an idea whether the grant would be viable. We needed something that would be iconic downtown and fit the South Carolina Department of Commerce’s parameters for the grant. As much as we would like to put the \$250,000 into the interior of Stevenson, the grant parameters do not allow that as it must be forward facing, and the community must be able to see it. We have not done a formal RFP. We did some estimates to get an idea of what the cost would be, and the grant would certainly satisfy the cost of the marquee. For information, the Newberry Opera House in the month of January had 3,700 visitors for shows and events. For the first week of January, we had over 1,200 tickets sold for three events scheduled to include an illusionist, a kids show, and a tour group that was postponed due to weather. We are bringing 1,200 people downtown. The goal is to change the perception of that building being City Hall and the only way we can do that is by installing something that does not represent an office look and represents something that people want to come to.”

City Administrator Evering stated, “I have spoken with the Department of Commerce, and they are in full approval for the use of the funds for this purpose.”

Councilmember Hannah asked, “What is the timeline for the structure?”

City Administrator Evering stated, “If Council approves, we must put out a Request for Proposal (RFP) for the actual marquee which will take a few weeks, then we must get Council’s approval to enter into a contract for construction and installation.”

Councilmember Grevious asked, “Is this the name that will be on the marquee? Does the marquee allow for wording where the flags are pictured?”

Mr. Ethers stated, “The plan is to stick with the name Stevenson Performing Arts. Yes, it is full LED boards so you will be able to share City events on it. It will be a beacon for the entire downtown, which is what we want.”

Councilmember Grevious asked, “An official RFP will go out so local, out-of-state businesses and everyone will have an opportunity to bid on this. Can you reiterate the cost to the City?”

Mr. Ethers stated, “Zero.”

A motion was made by Councilmember Keitt, seconded by Councilmember Grevious to approve a resolution accepting a South Carolina Department of Commerce Grant, approving the use of grant funds, authorizing further actions. The motion was unanimously approved.

City Administrator Evering addressed Council concerning first reading of an ordinance approving a license agreement between the City and WF Media Group, LLC. He stated, “As you may recall, we entered into a letter of intent agreement with WF Media, Joke Farm, which is owned by Akintunde Warnock and his wife. This is a licensing agreement that would allow this group to operate in Stevenson Auditorium for a two-year term. The City would receive 20% of all gross ticket sales. WF Media would be responsible for cleaning and utilities that exceed the base level monthly utility rate. They would be responsible for any damage and responsible for security of the facility during any of their events. WF Media would commit to providing live comedy performances, television productions, and specials including two, six-episode series, talk shows,

town halls, podcast recordings, holiday and inspirational music programming. They are also committing to an annual comedy festival beginning in 2027. Joke Farm is clean, family-oriented comedy. Akintunde is an international, renowned comedian that has appeared on BET and other comedy networks. They are also committed to providing educational and mentorship opportunities for local high school and college students and to make sure the City of Orangeburg receives public relations anytime they have any event. The City seal will be present, and it will acknowledge as powered by the City of Orangeburg. I would say this would be akin to a Las Vegas residency. They will be here for that two-year period. There will be no interruptions in terms of what we have traditionally held at Stevenson in terms of events. They will schedule around those events, for example the Rose Festival Pageant and the ballet performance, so those annual events will not be interrupted by this.”

Mayor Butler stated, “They were here this weekend, and it was packed.”

City Administrator Evering stated, “That is the real intention of this, again to get the Stevenson Auditorium activated to always have something going on thereby, always having activity downtown and becoming that economic driver.”

Mayor Pro Tem Kalu asked, “For clarification, we have a comprehensive contract for the use of Stevenson Auditorium by any vendor. Was any preference given to WF Media Group?”

City Administrator Evering stated, “No sir, no preference at all. Like I said, this is akin to a residency. It is not a one-time event like you would typically do with anyone from the public that is wanting to have an event in Stevenson.”

Councilmember Grevious asked, “So, they are paying for the use of the facility? They are not receiving use of the facility free of charge?”

City Administrator Evering stated, “No, but they will have access to the facility to do filming as it relates to the production of their events.”

Councilmember Grevious asked, “What we are getting in exchange is a litany of events that will also be hosted at this ticketed event that will also be hosted by Stevenson that will receive some revenue from those events?”

City Administrator Evering stated, “Yes, 20% of all gross ticket sales. They will send a report from their ticketing service. This will be a natural report so we can confirm their sales”

Councilmember Grevious asked, “Mr. Eppers mentioned three events that happened in the month of January. Were they responsible in any way for any of those events.”

City Administrator Evering stated, “No, but they did have an event this past Saturday and their initial kick-off event was last fall.”

Councilmember Hawkins asked, “Just to be clear, this will not interfere with any of the events that are currently going on? We are installing this new marquee and promoting the City, they will not be able to come in and say, the City cannot do that since we have our shows going on?”

City Administrator Evering stated, “No, we are still in control of the facility. Again, they are scheduling their events around the events that we annually have. We were very clear about that upfront.”

Councilmember Hawkins asked, “They will receive a calendar a few months in advance of what the City has planned, and they can plan around it?”

City Administrator Evering stated, “Yes sir.”

Councilmember Keitt stated, “I want the City to make sure the annual educational and mentorship opportunities for local high school and college students are followed because those students need the opportunity for apprenticeship.”

Councilmember Grevious stated, "I want to reiterate I think this is a great opportunity for the City of Orangeburg. I am happy they chose Orangeburg, and that we have developed a way to work with the WF Media Group. Again, I think this increases the use of Stevenson Auditorium, brings revenue for the City, and brings entertainment for our citizens. I think it is a win, win all the way around."

A motion was made by Councilmember Grevious, seconded by Councilmember Keitt to approve first reading of an ordinance approving a license agreement between the City and WF Media Group, LLC. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a resolution approving a subscription agreement between the City and Top Golf USA, LLC; approving a construction proposal between the City and Performance Delivery Inc. D/B/A Cover The Tees. He stated, "This is an agreement that would allow the City to purchase and install at Hillcrest a sixteen-bay driving range. It is part of the renovation project that we have talked about at Hillcrest. As you recall, we entered an agreement/partnership with South Carolina State University (SCSU) in August that was finalized and as part of that agreement, SCSU agreed to provide \$700,000 initially for this initial phase of renovations to Hillcrest. On your screen is a picture of a driving bay system in Charlotte, NC that Parks & Recreation Director, Deputy Director and I visited. This will allow the public, members, and visitors to play the same system that is at Topgolf as it is the same software. We feel this is a great use of the facility. It is a revenue generator. It will allow people who might not have three or four hours to dedicate to a full round of golf to still enjoy the sport. People who are novices, who just want to play some games just like you would at Topgolf. What this would entail would be 12 regular bays and four corporate bays where we can either get sponsorships from local businesses or the bays can be rented to host parties. We are excited about what this first phase of renovations to Hillcrest can bring. SCSU has been a part of the conversations all along and are in approval of this. With your approval, we can move forward with the hopes of getting this up and running by mid-May."

Councilmember Hawkins asked, "Will you hit the golf ball like Topgolf and there is a digitally enhanced screen that shows you where the ball is going? What is our upfront cost?"

City Administrator Evering stated, "Yes sir. The City does not have any upfront cost. This will be covered by the \$700,000 from SCSU."

Councilmember Hawkins asked, "Will we still have our traditional driving range, or will this take the place of it? Will this close at the close of business? I know Topgolf has corporate events after hours. Will you still be able to go into the pro shop and purchase alcohol?"

City Administrator Evering stated, "This will primarily take the place of the driving range, but we might want to have a small part for purists. We probably want to extend the hours because with proper lighting, it could stay open at night. I think this is a great revenue generator for that facility. Yes, also there is a section for a snack bar."

Mayor Pro Tem Kalu asked, "You mentioned \$700,000 coming from SCSU. Will there be any additional money from SCSU?"

City Administrator Evering stated, "Yes, overall SCSU committed \$1.3 million to Hillcrest renovations. The City committed up to \$2,250,000 of capital sales tax money that will likely become available next year."

Mayor Pro Tem Kalu asked, "What is the percentage for both the City and SCSU in terms of losses?"

City Administrator Evering stated, "The agreement basically states that if there is a loss, SCSU will cover 50% of the loss for up to \$100,000. We have the opportunity if we have two years in which we have losses in a five-year period, we can withdraw from the agreement. Last fiscal year, we had a net loss of \$2,000. So, we almost broke even."

Councilmember Hawkins asked, "Will the profit on this be split with SCSU?"

City Administrator Evering stated, "The agreement requires any profit first goes toward operations and any additional renovations and then, it will be split 50/50 between SCSU and the City."

Councilmember Hawkins stated, "If it is a flop, I saw there is a \$10,000 uninstal fee. Will the City and SCSU split that cost?"

City Administrator Evering stated, "Yes."

Councilmember Hannah asked, "Will this facility require a coordinator or director, or will this be under Hillcrest?"

City Administrator Evering stated, "It will be under Hillcrest, but we are working to hire a golf pro. We currently have the job description posted. They would supervise the entire facility."

Councilmember Grevious asked, "Who will provide staff for this new facility?"

City Administrator Evering stated, "SCSU has agreed to work with the City to provide a list of student workers that we could hopefully choose from. They are partnering with us on employment and staff. This facility would not require a lot of staff as it is self-sufficient. We will need someone to shut it down and if we decide to do a snack bar, staff will be needed."

Councilmember Grevious asked, "Would decisions in terms of operations and major decisions regarding renovations be handled between the City and SCSU?"

City Administrator Evering stated, "That is correct."

A motion was made by Councilmember Grevious, seconded by Councilmember Hannah to approve a resolution approving a subscription agreement between the City and Top Golf USA, LLC; approving a construction proposal between the City and Performance Delivery Inc. D/B/A Cover The Tees. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to go into Executive Session concerning matters relating to the proposed location, expansion, or the provision of services encouraging the location or expansion of industries or other businesses in the area served by the public body. SC Section 30-4-70 (a)(5) – Project French and the receipt of legal advice SC Section 30-4-70 (a)(2) – Permitting Fees. The motion was unanimously approved.

Council did not return to open session. There being no further business, the meeting was adjourned.

Respectfully submitted,

Linda McDaniel

Linda McDaniel
City Clerk



VOID

VOID

VOID



RESOLUTION ACCEPTING A SCDOC GRANT
APPROVING THE USE OF GRANT FUNDS;
AUTHORIZING FURTHER ACTIONS; AND
PROVIDING FOR OTHER RELATED MATTERS.

The City Council ("Council") of the City of Orangeburg ("City") finds:

WHEREAS, the City owns and operates Stevenson Auditorium as a municipal auditorium ("Stevenson");

WHEREAS, Stevenson was constructed in 1923 and once served as a premier destination for movies, theater, musical performances, and local talent;

WHEREAS, over time, Stevenson had become more widely recognized as Orangeburg City Hall rather than as a functioning cultural venue;

WHEREAS, with the relocation of City Hall, the City has an opportunity to renovate and reimagine Stevenson as the performing arts center and cultural hub that Stevenson once was;

WHEREAS, a critical component of the Stevenson reinvigoration is the creation of a signature marquee—one that clearly and boldly redefines Stevenson as a destination for arts, culture, and entertainment;

WHEREAS, approximately a year ago, the City was selected by the South Carolina Department of Commerce ("DOC") as one of six rural communities to participate in DOC's Rural Development Strategic Planning Initiative pilot program;

WHEREAS, as part of this initiative, DOR provided a grant for 100% of the consulting costs associated with developing a strategic plan and awarded the City a \$250,000 grant to support one project that would advance the City's economic development efforts;

WHEREAS, the City has reviewed and considered various options and has determined that the construction of a full-façade digital marquee for an estimated cost of \$242,000, would immediately generate excitement, community pride, and visibility, while dramatically transforming the exterior appearance of Stevenson and the overall look and feel of downtown;

WHEREAS, the marquee would serve as a highly effective communication tool for promoting City events, performances, and community happenings;

WHEREAS, the City previously accepted and utilized the strategic plan portion of the DOC grant;

WHEREAS, the City now desires to accept the construction portion of the DOC (\$250,000), approve the use of the grant funds for the construction of the marquee, and authorize the City Administrator to take further actions consistent with this Resolution;

NOW, THEREFORE, the Council resolves:

Section 1. Acceptance of Grant; Approval of Use of Grant Funds; Additional Authorizations. The City hereby accepts the DOC construction portion of the grant, and approves the use of the grant funds as described in this Resolution. The City Administrator is authorized, empowered, and directed to take such other actions, to negotiate, prepare, execute, and deliver such other documents and take such other actions as are reasonable necessary and/or prudent in furtherance of the purpose of this Resolution. The City Clerk is authorized to acknowledge any such documents on behalf of and in the name of the City.

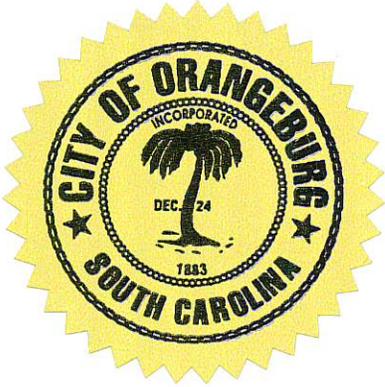
Section 2. General Repealer. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Resolution takes effect and be in full force from and after its approval.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE SUBSTANTIALLY BLANK]

ADOPTED BY the Council on February 17, 2026.

Mayor

Michael C. Butler



Members of Council

[Signature]
[Signature]
[Signature]
[Signature]

Attest: Linda McDaniel
City Clerk



RESOLUTION APPROVING A SUBSCRIPTION AGREEMENT BETWEEN THE CITY AND TOP GOLF USA LLC; APPROVING A CONSTRUCTION PROPOSAL BETWEEN THE CITY AND PERFORMANCE DELIVERY INC. D/B/A COVER THE TEES; AND PROVIDING FOR OTHER RELATED MATTERS.

The City Council ("Council") of the City of Orangeburg ("City") finds:

WHEREAS, the City operates Hillcrest Sports Complex;

WHEREAS, the Council previously approved an operating agreement with South Carolina State University ("SCSU"), which provided that the City would utilize certain funds provided by SCSU to purchase and install golf range technology and related equipment;

WHEREAS, consistent with the Council's prior direction and the agreement with SCSU, the City Administrator, for and on behalf of the City, has negotiated a proposed Subscription Agreement between the City and Top Golf USA LLC, the substantially final form of which is attached to, and incorporated in, this Resolution as Exhibit A ("Agreement");

WHEREAS, consistent with the Council's prior direction and the agreement with SCSU, the City Administrator, for and on behalf of the City, has negotiated a proposal between the City and Performance Delivery Inc., the substantially final form of which is attached to, and incorporated in, this Resolution as Exhibit B ("Proposal");

WHEREAS, the City now desires to approve the Agreement and the Proposal and authorize the City Administrator to execute and deliver the Agreement and the Proposal as described in this Resolution;

NOW, THEREFORE, the Council resolves:

Section 1. Approval of Form of Agreement and Form of Proposal. The Agreement and the Proposal, which are attached, respectively, as Exhibit A and Exhibit B, are approved, and the Agreement and the Proposal are each incorporated in this Resolution by reference as if each were set out in this Resolution in their entirety. The City Administrator is authorized, empowered, and directed to finalize the Agreement, and the Proposal, execute the same, and the City Clerk, if and as appropriate, to acknowledge, and the City Administrator to deliver each in the name of and on behalf of the City, and to cause each executed document to be delivered, respectively, to Top Golf USA LLC and Performance Delivery Inc.. Prior to their execution, neither the Agreement nor the Proposal shall be substantively changed in any way that would be materially adverse to the City.

Section 2. General Repealer. All resolutions, orders, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Resolution takes effect and be in full force from and after its approval.

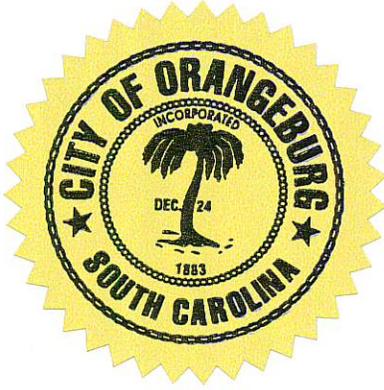
PAGE 1 OF 4

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]

ADOPTED BY the Council on February 17, 2026.

Mayor

Michael C. Burt



Members of Council

[Signature]

L. Zimmerman Keitt

[Signature]

[Signature]

[Signature]

[Signature]

Attest: Ruida M. Daniel
City Clerk

EXHIBIT A
DRAFT SUBSCRIPTION AGREEMENT
[SEE 24 PAGES, ATTACHED]



ORDER FORM

New Customer

CUSTOMER	BUSINESS NAME	Hillcrest Golf Course
	ADDRESS	1280 State A&M Road, Orangeburg, SC, 29118
	CONTACTS	Randy Setters Julie Spell 803-809-0978 finace@orangeburg.sc.us
	CORPORATE I.D #	TAX/VAT/GST#
	57-6000242	
FACILITY	Hillcrest Golf Club (SC) 1280 State A&M Road, Orangeburg, SC, 29118	

INSTALL SIZE	MONITOR BAYS	MOBILE BAYS (e) <i>mobile bay equals ~10 ft / 3m of tee width)</i>	MOBILE ENABLED IN FRONT OF MONITOR BAYS
	16	0	No

FEES	DESCRIPTION	Monthly Price USD	#	ANNUAL TOTAL USD
	Subscription Fee	3,520	12	42,240
	Coach License Fee	-		2 Licenses Included

PAYMENT TERMS	DESCRIPTION	TERMS
	Subscription Fee	Monthly in 12 equal installments on 1st of each month during the Term, starting on the 1st of the month after install completion ("1st Payment Date")
	Coach License Fee	Annually, on the 1st Payment Date and each anniversary thereof
	Price Increases	3% annually applied on each anniversary of the 1st Payment Date.

PRODUCT	PRODUCT COMPONENT	INCLUDED
	<i>Toptracer System:</i>	<input checked="" type="checkbox"/>
	· <i>Ball-tracking and gaming software</i>	
	· <i>Toptracer "Hardware" (sensors, servers, screens, routers, switches, server racks, mounts and related infrastructure)</i>	
	<i>Toptracer Range Management System (TRMS)</i>	<input checked="" type="checkbox"/>
	<i>Toptracer Coach</i>	2 Licenses <input checked="" type="checkbox"/>
TECHNICAL REQUIREMENTS	SEE APPENDIX C for Customer's obligations to ensure the Facility is Ready for Install ("RFI") and for the successful ongoing operation of the Product.	
READY FOR INSTALL / POWER & DATA ("RFI")	Customer shall ensure Facility is RFI no later than 5 days before the Estimated Install Date and shall give Toptracer regular updates regarding progress. Customer is responsible for all costs relating to RFI.	
INSTALL	ESTIMATED DATE	February 28th, 2026
	SPECIFIC INSTALL TERMS	
TERM	From signature of this Order Form until 60 months after the 1st Payment Date. Note that this a fixed term, there is no right of early termination other than as permitted under the SLA or Clause 9.	
SLA (See Appendix B)	The SLA details Product performance levels, Toptracer's support commitments, and service credits. As set out in the SLA, Customer has right to terminate if "Uptime" levels are below 20% for two consecutive months.	

INSURANCE Customer is required to insure all Hardware installed at the Facility for its full replacement value against all usual risks of loss, damage or destruction by fire, theft, accident, act of god or other occurrences.

ORDER VALIDITY The pricing and other terms offered by Toptracer in this Order Form expire if this Agreement is not signed by Customer within 14 days of receipt (or any shorter period communicated by Toptracer). Toptracer reserves the right to conduct a credit check as detailed in Clause 11.4.

Once executed, pricing and other terms in this Order Form are valid for the Install Size only and are subject to Customer being RFI by the Estimated Install Date. If Customer is not RFI by the Estimated Install Date, or wishes to change the Install Size, then Toptracer shall be entitled to adjust the pricing and other terms in line with its then current market rates.

By signature of this Order Form, Customer enters into a binding agreement for the installation and use of Toptracer Range consisting of this Order Form and Appendix A (*Standard Subscription Terms*), Appendix B (*SLA*), Appendix C (*Technical Requirements*) and any additional Appendices named in the Order Form.

For and on behalf of

For and on behalf of

Top Golf USA, LLC

Hillcrest Golf Course

x *Scott Blevins*

x [Empty signature box]

Signatory: Scott Blevins

Signatory: Sidney Evering

Title: GM, Toptracer

Title: City Administrator

Email of signatory: scott.blevins@topgolf.com

Email of signatory: sidney.evering@orangeburg.sc.us

Timestamp: Wednesday, February 11th, 2026 12:28 PM EST

Timestamp: [empty signing timestamp]

Appendix A - Toptracer Range Standard Subscription Terms

1. BASIS OF AGREEMENT

The Product is provided by Toptracer on a subscription model to the Customer for use in the Facility as detailed in the Order Form.

2. INSTALLATION. *Where Toptracer carries out any installation of the Product, the following terms shall apply:*

- 2.1. **Install Dates** are provisional unless stated otherwise in the Order Form and will be confirmed by Toptracer at least 14 days in advance. A full installation generally takes approximately 5-7 days.
- 2.2. Once confirmed, Toptracer shall keep to the **Install Dates** unless prevented by reasons outside its control or attributable to Customer (including if Customer is not RFI).
- 2.3. Some disruption is likely during install and Customer accepts that Facility may have to close for short periods.
- 2.4. Customer shall provide reasonable assistance during install, including helping to source facilities to work at height (crane or scaffolding) if requested by Toptracer (and at Toptracer's cost).
- 2.5. Installation is free unless Customer is not RFI and does not give Toptracer at least 30 days prior written notice, in which case, Toptracer is entitled to charge an install fee of USD/EUR/GBP10,000.

3. **HARDWARE & SOFTWARE**

- 3.1. **Hardware:** Toptracer will install appropriate Hardware for the Facility, and such Hardware may be replaced or adjusted at Toptracer's discretion. Hardware ownership remains with Toptracer at all times. Customer is responsible for the safekeeping and insuring of the Hardware once it is installed until returned to Toptracer's possession, as set out in the Order Form. Toptracer is responsible for Hardware defects under the SLA.
- 3.2. **Hardware Import:** Customer must have necessary import registrations to accept delivery of the Hardware (and any replacements), including an EORI number if located in the EU (and other applicable territories). Upon request, Customer shall act as Importer of Record for the Hardware on Toptracer's behalf. Toptracer shall pay any import duties (unless prevented from doing so by local laws) but Customer is responsible for any import VAT.
- 3.3. **Software:** The software elements of the Toptracer System is locally installed on the Hardware. Supplemental software such as TRMS is made available to Customer via web-based or mobile software applications. Toptracer may provide updates, modifications, and enhancements to its software as determined in its sole discretion. This may include adding or removing certain games, features or courses. All standard software maintenance and updates will be provided free of charge, but Toptracer may introduce premium elements or other paid offerings, or re-package its software, at any time.

4. **FEES**

Customer shall pay the Fees stipulated in the Order Form to Toptracer, free of deductions or withholdings. Fees are stated exclusive of taxes or import duties (whether applicable now or in future), all of which are payable by the Customer. Payment details are set out in the Schedule. Interest is payable on late payments at a rate of 1.5% per month, or the maximum amount permitted by law.

5. **CUSTOMER OBLIGATIONS**

- 5.1. Customer shall be RFI and shall ensure the **Technical Requirements** are met and maintained throughout the

Term.

- 5.2. Customer is solely responsible and liable for the operation of the Facility, including (without limitation) compliance with all laws, advertising, health and safety, personal injury, death or damages to property, permits and permissions, and the conduct of any events, contests or promotions (whether or not involving the Product or arranged through TRMS).
- 5.3. Customer represents and warrants that it has the full authority to enter into this Agreement, and that it has (and shall maintain) the right to operate the Facility for the whole Term.

6. SLA & PRODUCT PERFORMANCE

- 6.1. Toptracer warrants that it shall perform its support obligations set out in the SLA with reasonable skill and care. All other warranties are disclaimed.
- 6.2. The Service Credits and termination rights in the SLA are customer's sole and exclusive remedy for (i) any failure of the Product to perform in line with the SLA; and (ii) any failure by Toptracer to resolve any such failure.
- 6.3. The SLA does not apply where the Customer is in default with Fee payments or otherwise in breach of this Agreement.

7. INTELLECTUAL PROPERTY; LICENSES & RESTRICTIONS

- 7.1. "Toptracer Proprietary Elements" means the Product and any IPR therein, including without limitation Toptracer web sites, API, algorithms, software, hardware, Toptracer's trade names, trademarks and commercial denominations, graphics, drawings and models, documents and any instructions for use developed by or for Toptracer, know-how and trade secrets, together with any data, databases, deliverables, or work product produced by the Product or by or on behalf of Toptracer, and all IPR therein. "IPR" means Intellectual Property Rights, including (a) trademarks, service marks, trade names, trade dress and Internet domain names, together with all goodwill and common law rights associated therewith; (b) patents; (c) copyrights; (d) registrations and applications for registration of any of the foregoing in (a)-(c); (e) trade secrets and know-how; and (f) all other forms of intellectual property or proprietary rights, and derivatives thereof.
- 7.2. Toptracer reserves all right, title, and interest in and to the Toptracer Proprietary Elements. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any IPR or any other rights or licenses in respect of the Product.
- 7.3. Customer shall not:
 - 7.3.1. seek, apply for, or obtain any patent, design right, copyright or other protection or registration in respect of (i) the Toptracer Proprietary Elements or (ii) any other invention, product or service which use, rely upon or integrate with any aspect of the Toptracer Proprietary Elements in any way;

- 7.3.2. copy, sell, distribute, sub-license, amend, modify, decompile, reverse engineer or disassemble the Toptracer Proprietary Elements in whole or in part or claim or assert any ownership or other rights in same.
- 7.4. Toptracer grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited, and revocable license to use the Toptracer name and logo solely for the purposes of marketing the availability of Toptracer at the Facility, provided all usage is in accordance with Toptracer's Brand Guidelines.
- 7.5. Customer grants to Toptracer a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited, and revocable license to use the Facility name and logo solely for the purposes of marketing Toptracer and its availability at the Facility (including the right to list the Facility on Toptracer.com and reference the Facility in Toptracer social media and marketing materials).
- 7.6. No rights are granted to Customer hereunder in respect of the TOPGOLF marks or concept.

8. CONFIDENTIALITY & DATA

- 8.1. *Confidentiality.* Each party undertakes that it shall not during the Term (and for 3 years after termination or expiry of this Agreement) disclose to any person any confidential information concerning the business, affairs, IPR, technology, customers, clients or suppliers of the other party, except as permitted by Clause 8.2
- 8.2. Each party may disclose the other party's confidential information:
- 8.2.1. to its employees, affiliates, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement provided that it ensures that the same are subject to a duty of confidentiality and comply with this Clause 8; and
- 8.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. Neither party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 8.4. *Product Data.* All shot, performance and gaming data collected, tracked or captured by the Product shall be exclusively owned by Toptracer. Customer shall have access to certain Product usage data via TRMS which it may use for its internal business purposes only, but may not publicize, sell or share, commercialize or create products or services using such data.
- 8.5. *Personal Data.* The Product installed at the Facility does not store any personal data of end users. Toptracer collects personal data through a separate relationship with end users of the Toptracer App or Toptracer Coach and this collection and processing is subject to the Toptracer [Privacy Policy](https://toptracer.com/pdf/2023_PrivacyPolicy_TTR.pdf) (https://toptracer.com/pdf/2023_PrivacyPolicy_TTR.pdf). Where any end user personal data is shared by Toptracer with Customer, Customer agrees to (i) only process such personal data in accordance with applicable laws, including applicable data protection laws, (ii) only process such personal data for its own follow-up and

communication (including marketing) purposes (and purposes which are not incompatible with the foregoing), (iii) ensure that it has a legal basis under applicable laws for its own subsequent processing of the end-users' personal data for these permitted purposes; and (iv) provide its own privacy notice in accordance with applicable laws to end users. In case of any data breach involving or affecting personal data of end users shared by Toptracer with Customer, Customer agrees to notify Toptracer without undue delay after having become aware of the data breach. Toptracer may require Customer to enter into a data transfer agreement or other documentation to ensure compliance.

8.6 SCFOIA. Nothing in this Agreement to the contrary withstanding, Customer is subject to the South Carolina Freedom of Information Act ("SCFOIA") and is entitled, without any consent of the Toptracer, to comply with all requests provided to Customer under the SCFOIA.

9. TERMINATION

9.1. *Mutual termination rights.* Each party is entitled to terminate this Agreement at any time by giving the other party notice in writing if the other party;

9.1.1. commits a material breach of this Agreement (which shall include any failure to pay the Fees on time) and (if the breach can be remedied) has failed to remedy the breach within 15 days after receipt of a request in writing to do so from the non-breaching party; or

9.1.2. enters into liquidation or receivership (voluntary or compulsory), or becomes insolvent or enter into composition or corporate reorganization or bankruptcy proceedings.

9.2. *By Toptracer.* Toptracer shall further be entitled to terminate the Agreement immediately and without liability by giving written notice to Customer, if:

9.2.1. Customer commits any breach of Clauses 5.2, 5.3, 7.3, 8.1 or 8.5;

9.2.2. Customer (or the Facility) undergoes a change of ownership, operation or control to a competitor of Toptracer or Topgolf;

9.2.3. Customer is not RFI within 3 months after the estimated install date (or, in any event, within 12 months of the date of this Agreement);

9.2.4. following signature of this Agreement, but prior to installation, Customer makes any changes to the nature, scope or size of the Product installation at the Facility, or any material change to the Facility itself; or

9.2.5. Customer partially or fully uninstalls the Product from the Facility and/or installs an alternative range or ball-tracking technology product at the Facility.

9.3. *Consequences of termination.* Upon termination of this Agreement:

9.3.1. Customer's right to use the Product and any Toptracer Marks will terminate immediately;

- 9.3.2. Toptracer shall have reasonable access to the Facility to remove the Product;
- 9.3.3. any outstanding Fees or other costs owed by Customer to Toptracer shall be immediately payable, including (without limitation), the full outstanding amount of any upfront cost paid or reimbursed by Toptracer (such as RFI costs), regardless of whether such cost was intended to be repaid over the Term;
- 9.3.4. where Toptracer is entitled to terminate this Agreement under Clauses 9.1, 9.2.1 or 9.2.5 then (i) the entire remaining contract value (monthly Subscription Fee x number of months remaining in the Term) shall become immediately due and payable by the Customer within 30 days of such termination; and (ii) Toptracer shall be entitled to charge a fee for uninstall of USD/EUR/GBP10,000; and
- 9.3.5. any termination of this Agreement shall not affect any accrued rights or liabilities of either party (including Customer's liability for all fees), nor shall it affect the continuance in force of any provision hereof, which is expressly or by implication intended to continue in force on or after such termination.

9.4. *Alternatives to Termination.* Without prejudice to its rights to terminate under this Clause 9, where Customer is in breach of this Agreement which would entitle Toptracer to terminate then Toptracer shall be entitled to:

- 9.4.1. suspend or restrict Customer's use of the Product (or part thereof) or any other services (including support) for any period Customer is in breach of this Agreement which would entitle Toptracer to terminate (including for non-payment); and/or
- 9.4.2. at its sole option, adjust the pricing and other terms in the Order Form in line with its then current market rates.

9.5 *Non-Appropriation.* Nothing in this Agreement to the contrary withstanding, Customer is entitled to terminate this Contract as a result of Customer's decision, in its sole discretion, not to appropriate funds for any amounts due, or that may become due, under this Agreement. Such decision and/or termination is not an event of default or otherwise wrongful termination under this Agreement; provided, however, that Customer shall remain responsible for payment of all amounts properly incurred prior to the effective date of termination.

10. LIABILITY AND INDEMNITY

- 10.1. *Toptracer Indemnity.* Toptracer shall indemnify Customer against any third party claim that is instituted against Customer that alleges that the Product infringes any IPR of a third party; save to the extent that such claims arise from (a) unauthorized alteration or modification of the Product by or on behalf of Customer; (b) use of the Product by Customer in combination with any hardware, software, or service not provided, or authorized, by Toptracer; or (c) access to or use of the Product that is expressly prohibited by this Agreement or otherwise outside the scope of this Agreement. If the Product is (or in Toptracer's reasonable opinion is likely to be) held by a court of competent jurisdiction to infringe or otherwise violate any third-party IPR, Toptracer shall, at its own election, use commercially reasonable efforts to either (a) promptly replace any allegedly infringing materials with functionally equivalent, non-infringing materials; (b) modify any allegedly infringing materials to render them functionally

equivalent and non-infringing; or (c) obtain a license for Customer under this Agreement to continue using the Product. The provisions of this Clause exhaustively regulate Toptracer's liability in the event the Product infringes third party IPR. In order to benefit from such indemnity Customer shall: (i) give Toptracer prompt notice of any such claim or threat thereof; (ii) permit Toptracer sole control (including the right to defend or settle) of such claim through counsel of its choice; and (iii) give Toptracer all information, assistance and authority to defend or settle such claim;

10.2. *Limitations & Exclusions.*

- 10.2.1. Save as may arise under the Indemnities in Clauses 10.1 and 10.2 in no event shall either party be liable for (a) indirect, incidental, special, punitive, consequential, or exemplary damages of any kind whatsoever or for loss of profits, income, anticipated revenue or data; or (b) any amount in excess of the total Fees payable by the Customer during the Term of this Agreement.
- 10.2.2. Toptracer's liability for any Product downtime, performance or support issues are limited to the remedies set out in the SLA.
- 10.2.3. Nothing in this Clause 10 limits or exclude any liabilities which may not be limited or excluded under applicable law, nor shall it exclude or limit the Customer's obligation to pay the Fees as they are validly due under this Agreement.

11. MISCELLANEOUS

- 11.1. *Governing Law.* This Agreement shall be governed by the laws of the State of South Carolina and the parties consent to the jurisdiction of the courts of Orangeburg County, South Carolina. Notwithstanding the foregoing, it is agreed that Toptracer shall have the right at any court of competent jurisdiction to seek injunctive or interim relief to protect any of its rights or interests in this Agreement or in respect of the Product.
- 11.2. *Entire Agreement.* This Agreement (consisting of the Order Form and all Appendices) constitutes the entire agreement between the parties in relation to the subject matters provided for herein.
- 11.3. *Assignment.* Customer shall not be entitled to assign or transfer this Agreement, or the right to use the Product, without Toptracer's prior written consent. Toptracer shall be freely entitled to assign, novate or otherwise transfer this Agreement to any third party without requiring Customer's consent.
- 11.4. *Credit Check.* Toptracer reserves the right to perform a credit check on the Customer prior to installation (and annually thereafter). If the check indicates any risk for Toptracer, Customer may be requested to provide an upfront payment, guarantee or other assurances to Toptracer as to its ability pay. If these cannot be provided to Toptracer's reasonable satisfaction then Toptracer shall be entitled to terminate this Agreement without liability to either party.
- 11.5. *Amendments.* Toptracer may update these terms from time to time upon written notice to the Customer.
- 11.6. *Other Products & Services.* Toptracer may offer promotions, subscription or other supplementary services via the Toptracer App, TRMS or otherwise. These may contain supplemental terms and conditions which are applicable to the Customer.
- 11.7. *Language.* If a translation of this Agreement is provided to Customer in a language other than English, these English terms shall prevail in the event of any conflicts.

11.8. *Notices.* All notices given by either party to the other under this Agreement shall be made in English and shall be sent by email to the contact named in the Order Form. Notices to Toptracer shall be cc'd to toptracerlegal@topgolf.com.

11.9. *Survival.* The following Clauses survive any termination of this Agreement: Clauses [7.1](#), [7.2](#), [7.3](#), [7.6](#), [8](#), [9.3](#), [10](#), [11.1](#) to [11.3](#) and [11.6](#) to [11.9](#).

Payment Details Schedule

We appreciate your partnership and are thankful for your business. We offer the following payment options but please confirm these details match with invoices provided as details may be updated from time to time:

1. WIRE/ACH

Beneficiary:	Top Golf USA, LLC
Beneficiary Address:	8750 N. Central Expressway, Suite 1200, Dallas, TX 75231
Bank:	Bank of America
SWIFT Code:	BOFAUS3N
Routing Number ACH:	111000025
Routing Number Wires:	026009593
Account Number:	488061567861

2. CHECK (checks must be payable to TopGolf USA Inc):

USPS Post

Top Golf USA, LLC
P.O. Box 841371
Dallas, TX 75284-4318

COURIER

Bank of America Lockbox Services
Lockbox 841371
1950 N. Stemmons Freeway
Suite 5010
Dallas, TX 75207

If you have questions regarding any of the above payment options, please e-mail AR@topgolf.com



Toptracer Service-Level Agreement

OUR PERFORMANCE COMMITMENT: 99% UPTIME

The Toptracer System will deliver functional gameplay in all bays at the Facility, with an Uptime of at least 99%, as further detailed in this SLA.

SERVICE CREDITS

Uptime (monthly)	Service Credit
98.9-95%	5% of monthly fee for affected bays
<95-90%	10% of monthly fee for affected bays
<90-80%	20% of monthly fee for affected bays
<80-70%	30% of monthly fee for affected bays
<70-60%	40% of monthly fee for affected bays
<60-40%	50% of monthly fee for affected bays
<40-25%	75% of monthly fee for affected bays
<25%	100% of monthly fee for affected bays
<20% for all bays in two consecutive months	Customer has right to terminate its Customer Agreement

Obtaining Service Credits:

To obtain Service Credits (or exercise the termination right set out in the chart), Customer must notify Toptracer support by email within 30 days of becoming eligible. Service Credits are applied as credits to Customer's account. Service Credits are applicable to Facility's ordinary opening hours only—no Service Credits apply when the Facility is closed, regardless of Product functionality during this time.



SUPPORT

Where the Performance Commitment is not being met, please contact Support, which is offered 24/7 by email. Additional telephone support is available in certain territories—for opening times and contact details see TRMS. Support is provided primarily on a remote basis, so Toptracer may instruct you to carry out certain troubleshooting and other tasks under the remote guidance of the support team—this is the most efficient way for you to get any issues resolved (see, for example, the *Hardware Replacements* section below). In-person visits by a technician are at Toptracer’s discretion. Support is currently available in English and Japanese language. The provision of Support is included within the Customer Agreement at no additional charge other than where site visits or replacement hardware is required due to an *Exclusion* or at Customer request in respect of a matter not covered by this SLA.

To obtain support (and to be eligible for Service Credits) Customer must submit an appropriately detailed support ticket as soon as possible when an issue arises. It is the time of receipt of this ticket which will be used when calculating downtime. Toptracer aim to respond to over 90% of performance related tickets within 90 minutes. The support team will determine whether the issue is attributable to Toptracer or whether any *Exclusions* apply. Support services will be provided with reasonable skill and care, and with your cooperation we will aim to resolve any issues as quickly as possible. Where we fall below the Performance Commitment Customer will be eligible for Service Credits in accordance with this SLA.

Customer may also raise a Support ticket for non-performance related issues, such as general product or sales enquiries, technical support (e.g. “How do I use TRMS?”) or special requests(e.g. “I want to move my targets—please can you help with re-calibration”). This SLA does not apply to such tickets and they will be prioritised below performance-related tickets.

GLOSSARY

UPTIME: This is the period of time each month when the Toptracer System is functioning in line with the Performance Commitment. Uptime is expressed as a % across the whole month—see “Uptime % Calculation.”

DOWNTIME: Any period of time each month when the Toptracer System is not functioning in line with the Performance Commitment.

EXCLUSIONS: Downtime attributable to certain factors is excluded when calculating Uptime %. These factors are called “Exclusions” and are listed in the “Exclusions” section.

ACTUAL DOWNTIME: Actual Downtime is Downtime which is not attributable to an Exclusion. In simple terms “Actual Downtime” is Downtime which Toptracer is responsible for under this SLA, and it is “Actual Downtime” which is used when calculating Uptime % (see calculation section).

WHAT IS COVERED BY THE SLA?

The Performance Commitment set out in this SLA covers the Toptracer System. The availability of any specific game mode or other service within the system is not guaranteed. Other ancillary parts of the Toptracer Product are not covered by the SLA—this includes TRMS, Leaderboards, Event Management, Toptracer Coach and the Toptracer Mobile App (other than where issues mean that mobile gameplay is entirely unavailable). Additionally, Downtime caused by any “Exclusions” (as listed below) is excluded when calculating Downtime.



UPTIME % CALCULATION

$$\frac{[\text{Hours in Month} - \text{Actual Downtime}]}{\text{Total Range Opening Hours}} \times 100$$

EXAMPLE

$$\frac{[(24 \text{ hours} * 30 \text{ days} = 720 \text{ hours}) - 15 \text{ hours Actual Downtime}]}{24 \text{ hours} * 30 \text{ days} = 720 \text{ hours}} = \frac{705}{720} \times 100 = 98\%$$

Uptime	98%
Service credit bracket	5%
Bays at site	40
Monthly fee	\$10,000
Fee per bay	\$250
Bays affected	30
Total credit due	\$375

EXCLUSIONS

All Downtime attributable to any of the following is excluded when calculating monthly Uptime %:

1

CUSTOMER DELAYS

- Any time Toptracer is awaiting a response or action from a Customer. For example:
 - Time where Toptracer are awaiting further information or other action from a Customer (at any time during the support process)
 - Any time between an issue first arising and Customer submitting a support ticket
 - Time taken for on-site hardware reboot/power cycle, such as router, server, sensor, switch or screens.
- Delays caused by incorrect or incomplete information submitted by Customer—including where support requests or communications are made other than via raising a support ticket and communicating directly with the support team.



2 PERMITTED DOWNTIME

Scheduled Downtime

Toptracer schedules system updates overnight, every night for a minimum of two hours, and this does not count as Actual Downtime. We endeavor to schedule updates between 2-4 a.m. local time, but they may occur anytime between 2300 and 0700. Further, Toptracer may perform additional maintenance for up to six hours per month and for no more than two hours on each occasion, which will not count as Actual Downtime provided it is notified to customer at least 72 hours in advance.

Fleeting Downtime

Actual Downtime is calculated in whole hours and with a minimum of 1 hour. This means that any Downtime less than 1 hour, or any Downtime resolved by Toptracer within 1 hour, is considered an Exclusion. Similarly, occasional shots that are not tracked or are tracked incorrectly do not count as Actual Downtime, nor do occasional gameplay bugs or glitches.

Emergency Downtime

Downtime to enable updates that are required to protect the Toptracer System or otherwise for security purposes are considered an Exclusion.

3 HARDWARE REPLACEMENTS

When Hardware items need to be replaced or repaired there may be a delay while replacements are shipped to the Customer from Toptracer's warehouse. To give Customer instant access to replacement Hardware by providing spares at install is cost prohibitive and would require Toptracer to increase its fee levels. As such, when Toptracer is required to ship replacement Hardware to a Customer, this shall be an Exclusion provided the replacement reaches the Customer within five business days of the need for a replacement being confirmed by the support team (3-5 additional days for Asia-Pacific). Such Exclusion is only permitted on two occasions per year (one occasion shall mean one or more related Hardware replacement requirements which are shipped at the same time).

Once replacement Hardware arrives with Customer, Toptracer will guide Customer through the process of carrying out the replacement itself and will also remotely carry out any calibration or other updates required. Any time between the Hardware replacement arriving and the Customer attempting the replacement does not count as Actual Downtime. If Customer prefers that a Toptracer engineer carries out the replacement in person then this can be arranged, but no time commitment is given on engineer availability, and any delay will not count as Actual Downtime.

Hardware replacements attributable to any Exclusion (for example, accidental damage or fire) are not covered by this SLA but should be arranged by raising a support ticket. These replacements are at the Customer's cost.



4

OTHER EXCLUSIONS

- Any failure by the Customer to perform its obligations, as described in the *Technical Requirements* and the *Customer Agreement*, including but not limited to:
 - Any Power or Data cabling related issues.
 - Leaving the sensors switched on and in their original placement.
 - Leaving the monitors switched on and in their originally assigned bay, unless otherwise agreed/communicated with Toptracer.
 - Securing power supply to all Toptracer hardware installed on site.
 - Not making any amendments to measured outfield targets, hitting bays, or bay mats.
 - Providing an internet connection on par with, or better than, our requirements.
 - Turning on artificial lighting when required and lighting maintenance.
 - Any breaches by the Customer of its Customer Agreement.
 - Modifications or maintenance to the system performed by anyone other than as authorized and instructed by Toptracer, or by anyone other than Toptracer or a Toptracer-authorized representative.
 - Use of the system contrary to the instructions for use or other than for its permitted purpose.
- Defects or failures in the Customer's own facilities or systems (e.g. ball dispensers and payment systems) or any hardware, cabling, network and/or third-party hardware, software or systems.
- Any issue related to abuse, accident, misuse, theft, criminal damage, negligence, or similar.
- Devices connected to the Toptracer System (i.e. end-user mobile devices).
- Any golf shots which do not ever enter the tracing zone, or do not spend the majority of their flight in the tracing zone (see *Technical Requirements*).
- Hardware shipping delays caused by customs authorities or other governmental agencies.
- And Facility-specific exclusions set out in Customer Agreement.
- Unforeseen or force majeure events such as: fire, flood, lightning strikes, power surges, earthquake, windstorm, or other natural disaster; act of any sovereign, including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority, or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade, labor dispute, including but not limited to strike, lockout or boycott; national calamity, riot, or mourning, interruption or failure of utility service, including but not limited to electric power, gas, water, telephone, or internet service; theft or vandalism; periods of heavy rain, hail, snow, fog, winds strong enough to cause sensors to move, or other extreme, adverse, or unusual weather or environmental conditions (including without limitation smog, poor visibility, dust or sand storms, insect swarms or infestations, and unexpected daylight conditions), or any other matter or cause beyond the control of Toptracer.



Technical Requirements

TOPTRACER RANGE SYSTEM OVERVIEW

Toptracer Range is a golf ball tracing system for permanent installation at driving ranges. It uses a minimum of two sensors coupled with a server to detect and trace shots hit inside of a tracing zone in the range outfield. Each shot is traced and then shot information is made available to the screens in real time through the Toptracer Range network. The screen displays shot information to golfers in a format determined by the mode of play selected.

Sensors are placed above or behind the tee line. The sensors cover all bays located between them, which may include several tiers of a multi-level driving range or a grass tee/astroturf area without defined bays. Sensor placement and required amount of hardware is determined once a site is surveyed.

Toptracer Range is offered in two different configurations, Monitor and Mobile. **Monitor** means that fixed screens will be mounted in connection with each hitting bay on the driving range. The shot information will then be displayed on these screens. **Mobile** is a solution where the shot information is instead displayed on the golfers own handheld device, i.e. mobile phones or tablets, through the Toptracer Range App (iOS/Android). Gaming modes and functionalities differ between the Monitor and Mobile offerings.



[Image type: Photo] Monitor



[Image type: Photo] Mobile



SYSTEM REQUIREMENTS

In addition to components provided by Toptracer, the system requires certain customer-provided elements to enable it to function properly. The various technical and non-technical elements are listed below and all of these must be adhered to by Customer throughout the term of its Customer Agreement. Certain elements need to be fulfilled prior to Toptracer install technicians arriving on site to install the system, and these are addressed first in the section which follows.

REQUIREMENTS PRIOR TO INSTALLATION

Customer must deliver all of the below in order to be "Ready for Install" (RFI) as required under the Customer Agreement. The following are general requirements, but more specific requirements for each site will be detailed by Toptracer in a document called a "Design Pack". Note that although these are RFI requirements, they must (as with all other requirements) also be maintained and adhered to by the Customer throughout the term of its Customer Agreement.

POWER & DATA

Wiring

The Toptracer Range server, screens, and sensors require power and/or data connections in order to function. Network and power should be in proximity (within a few meters) of each sensor, screen, and server location. The range owner is responsible for providing and maintaining the infrastructure for power and data cables. Toptracer will provide individually tailored guidance in the Design Pack.

Customer is advised that depending on the scale of the installation, the power and data work can be a substantial process which can take several weeks

to complete. Customer shall provide no less than weekly progress updates and shall inform Toptracer if there is any risk that power and data installation may not be completed in time. The power and data work shall be carried out in accordance with local laws and requirements. An electrical and data cable verification test must be carried out by the contractor when the installation is complete to ensure the quality of the power and data work and to verify there are no faults in the cables (results of the test must be provided to Toptracer). Further tests shall also be required at contract renewals and

otherwise as required to assess functionality. If Customer or its contractor fails to carry out necessary cable tests Toptracer has the right to perform a test itself, or order it through a 3rd party, in each case at Customer's cost.

Power and data cable related issues are some of the most common reasons for delayed installs and subsequent problems. We advise you to have the works carried out professionally and to maintain cabling through regular cleaning and checks. Toptracer are not responsible for any downtime caused by power and data cable issues.



INTERNET CONNECTION

The Customer must provide an internet connection which meets at least the following minimum requirements:

General

The Toptracer Range system depends on a variety of cloud services for system management, updates, backups, and archiving data, and an outgoing connection to the public internet without traffic interference from firewalls or filtering is required.

Technical Requirements

A wired internet connection or a wireless 4G/5G connection with speed, bandwidth and stability, consisting of a minimum of 99% monthly uptime and 95% bandwidth availability as a minimum for both incoming and outgoing data:

Monitor Configuration = 4 Mbit/s download and 2 Mbit/s upload

Mobile Configuration = 10 Mbit/s download and 10 Mbit/s upload

Additional requirements

- ▶ No range-owned equipment shall be connected to the Toptracer Range local area network.
- ▶ No networks between Toptracer Range and the open internet may use the IP-address range: 10.0.0.0/8 – This would cause the Toptracer Range VPN to have routing issues.
- ▶ The Toptracer local area network and the range's own network needs to be isolated from each other for security reasons. Toptracer Range is not liable for any malfunctions caused by a range connecting its own equipment to the Toptracer Range local area network.
Example: The range is supplied with Wi-Fi for Toptracer Range Mobile from Toptracer and the Toptracer router gets internet from the range's router. The range router has the default password and someone uses the Wi-Fi connection for Toptracer Range Mobile to log in to the range's router and shuts down the clubhouse Wi-Fi.

SERVER ROOM

The server(s) used for the system need to be housed in a suitable water-tight location and protected from extremes of heat and cold. In certain climates, cooling or heating may be required. Depending on the site Toptracer may install servers built to be mounted outdoors, and thus able to withstand the forces of weather. This does however not include e.g. direct spray from irrigation systems and/or any form of force applied by humans or machines. Toptracer will prior to installation determine suitable locations for the hardware in the Design Pack, and it is the customer's responsibility to not post-install alter any circumstances at the facility in a way that would harm Toptracer hardware or affect its functionality.



An example of a concrete foundation that can support the sensors.

CONSTRUCTION WORKS

Prior to installation the range owner may be required to e.g. provide a concrete foundation to hold the trusses upon which the sensors will be mounted. This is the case when there is no building upon which to mount sensors.

Specifications for these concrete foundations will be supplied in the Design Pack to the customer by the Toptracer Range operations and install team, but please note that these should be used for guidance only. Customers should always make its own assessment based on site conditions.

Other construction works may include trenching to run conduits for electrical/data wiring. All construction works (including any of customer's own construction or refurbishment works) need to be completed before Toptracer install technicians arrive to mount and install the Toptracer hardware.

ARTIFICIAL LIGHTING

The system requires artificial lighting in low light conditions. Often, the existing lighting at the driving range will be sufficient. Toptracer can assist with the introduction to a third party lighting specialist for the assessment of the customers' existing lighting. It is the customer's responsibility to ensure lighting requirements are met and maintained.

The customer must consult with Toptracer regarding any lighting installations or alterations before these are done to ensure proper system functionality.



An example of lighting for night time use at a driving range.



HITTING BAYS

If bays are equipped with the Monitor solution the hitting bays must be fixed to ensure the best player experience. Any amendments to the bay mats needs to be approved by the Toptracer Technical Support team beforehand to not impact system functionality. Moving hitting bays without obtaining permission may require a re-measure to restore system functionality. Additional charges for such a re-measure will apply, in accordance with then-current Toptracer rates.

For the Mobile solution we will measure a defined grass tee or synthetic turf area, which is the space from where golfers can hit shots and get data displayed on their mobile device.

OTHER REQUIREMENTS

ALWAYS KEEP EQUIPMENT POWERED ON

Apart from when a Toptracer Support Technician asks the customer to turn off/power down any part of the Toptracer system, no Toptracer hardware installed on site should be turned off/power down without first receiving approval from Toptracer. Such approval is obtained by contacting the Toptracer Technical Support team.

DO NOT MOVE TOPTRACER EQUIPMENT

No Toptracer mounted hardware (e.g. sensors, servers, access points) should be moved without first obtaining approval from the Toptracer Technical Support team. In the case of the sensors, any movement of these may result in immediate impact on the system performance.

GENERAL CLEANING

It is the customer's responsibility to ensure all hardware parts of the Toptracer system are appropriately cleaned. For example, dust should not be allowed to build up on any hardware, and screens should be cleaned only with appropriate solvents. The Support or Account Management Team will provide guidance on appropriate cleaning procedures for different hardware, make sure to read these cleaning guidelines before applying any solvents to the Toptracer hardware.

If the Toptracer Support Team notice a build up of any sort of coating/dirt on the front glass of the sensors that could impact system performance they can reach out to the customer and ask for the glass to be cleaned. Even when sensors are mounted high up on a building structure it is important that the customer maintains a way of safely accessing the sensors with ladders or similar.

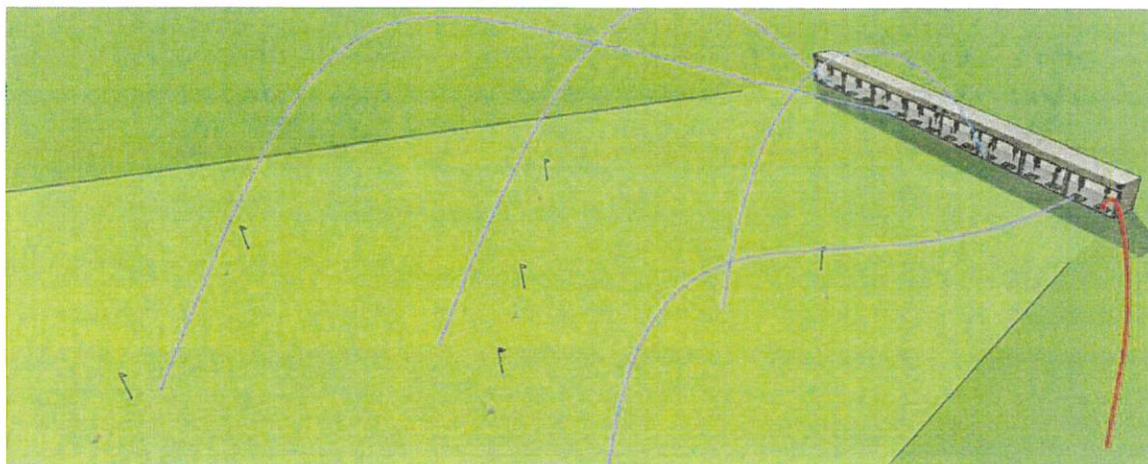


Figure 1: Outfield showing fixed targets and tracing zone

RANGE OUTFIELD

Toptracer will offer advice on outfield target placement to enhance the player experience in the different Toptracer game modes. The targets in the outfield must be placed within the tracing zone and remain fixed in their exact locations, as any movement might impact the system performance negatively. In certain cases targets will need to be added to the outfield in order to ensure maximum system performance.

The customer must not make any significant changes to the outfield generally (and must not move the measured targets) without first consulting with Toptracer as outfield changes may require a re-measure performed by a trained Toptracer Install Technician. Charges would apply for such a re-measure will apply, in accordance with then-current Toptracer rates.

GOLF BALLS

The system operates with all types of standard golf balls. For optimum functionality, all golf balls should be of the same make, model and functionality, and be of the same age/condition. We recommend using white or yellow golf balls. Certain colors, such as red or blue, should not be used.

Some golf balls might be flight and/or performance restricted due to a shortened outfield or because they are preferred by the customer. It is important to be aware that the Toptracer Range system will track the actual golf ball being hit, meaning a flight-restricted golf ball will show shorter shot lengths than a golfer may be used to when comparing with the full-flight ball they would normally play on the course.

If the flight restriction is substantial we recommend utilizing the ball normalization feature within the system to adjust the displayed shot numbers to be more akin to how a standard golf ball would perform. The exact level of adjustment needed is agreed upon between the customer and the Toptracer Installation Technician during the installation of the system. If the customer changes golf balls, with different characteristics, this should be highlighted to the Toptracer Support Team so they can adjust the ball normalization accordingly. If there are different types of golf balls on the same range, the system cannot take this into account and will apply the same ball normalization for all golf balls at the same range. For this reason, mixing different models of golf balls, or mixing new and used golf balls, should be avoided.



COOPERATION WITH TOPTRACER SUPPORT

In order to get the most out of your Toptracer system, and to resolve any technical issues, your cooperation with the Toptracer Support Team is essential. The speed and quality of information you provide to the Toptracer Support Team will help significantly in resolving any technical issues which might occur. As set out in the SLA, when any Hardware needs to be replaced, we will guide you through this process remotely to save additional waiting time and cost for an engineer visit. Please only carry out any upkeep or other interactions with your system under the direct instruction of the Toptracer Support Team – DIY fixes may cause further delays and in the worst case may invalidate your Customer Agreement. Toptracer Support works on a primarily remote basis – to arrange site visits for every small issue around the world would be inefficient and not cost-effective. However, at our discretion we will carry out in-person site visits where we deem necessary. If you feel uncomfortable carrying out any hardware replacements or other tasks under our remote direction we will also be happy to arrange a site visit, but any time waiting for an engineer to visit will not count as “downtime” under the SLA (see the SLA for full terms).

EXHIBIT B
DRAFT PROPOSAL
[SEE 3 PAGES, ATTACHED]



1713 Kennedy Pt. Suite 1001
Oviedo, FL
32765

Agreement

Job: Hillcrest Golf Course - 16 Bays w/ Aux space
Address: 1280 State Rd S-38-1336, Orangeburg, SC 29115
Date: 2/12/2026
Attn: Sidney Evering
Phone: 803-533-6000
Email: sidney.evering@orangeburg.sc.us
Job ID: HCG121423

Mr. Evering,

We look forward to working with you and your team to provided you with a structure to enhance your range operation.

We appreciate the opportunity to bid on your project.

Sincerely,
Stephen Arnold
843-816-8047
sarnold@coverthetees.com

Scope Details

Aluminum Driving Range Cover

We will provide a pre-engineered hitting bay cover system per engineered drawings.

- 3" standing seam panels - White
- Uprights Columns minimum of 6x6 aluminum - Front Column set 8ft back from the front of structure - White
- Rolled gutter for rear if necessary - White
- Our cold weather system has SIP panel walls in the rear and on the side to block the wind, each bay will have acrylic sliding windows for the rear of bays (Options listed below)
- Front of the structure is approximatley 12ft tall and 8ft tall in the rear with slight variances depending on site grade.
- Product will meet all necessary building codes throughout the country with a maximum wind rating of 150 mph and 25 PSF snow load unless upgraded to 30 PSF with Heavy Duty Aluminum

Bid Pricing and Options:

Golf Hitting Bay Cover System

16 Hitting BAYS (12 @ 10' and 4 @ 12') w/ 2 @ 12' bays (auxiliary space)

CTT-GD	168 X 25	Aluminum Open Air Hitting Bay Cover (6-4-6 layout) includes jamb prep for garage doors	4200	\$218,836.00
	24x25	Auxiliary Space - Ball dispenser and F&B space open-air	600	\$24,000.00
Total Price for Heavy Duty Bay Cover Ready for Enclosure Options				\$242,836.00

Please select the **Additional Options** you would like added to your order by checking the box.

Additional Options:

Rear Garage Doors provided and installed

OPTION 1	10'2"x7' Wayne-Dalton polycarbonate plastic/glass - REAR	12 Doors - 10' @	\$7,200.00	\$86,400.00	<input type="checkbox"/>
	12'2"x7' Wayne-Dalton polycarbonate plastic/glass - REAR	4 Doors - 12' @	\$9,500.00	\$38,000.00	<input type="checkbox"/>
OPTION 2	10'2"x7' Wayne-Dalton Insulated Sectional - REAR	12 Doors - 10' @	\$1,450.00	\$17,400.00	<input type="checkbox"/>
	12'2"x7' Wayne Dalton Insulated Sectional - REAR	4 Doors - 12' @	\$1,500.00	\$6,000.00	<input type="checkbox"/>

Range Side Garage Doors provided and installed

	10'x12' OHD Model 790CW - RANGE SIDE	12 Doors - 10' @	\$2,200.00	\$26,400.00	<input type="checkbox"/>
	12'x12' OHD Model 790CW - RANGE SIDE	4 Doors - 12' @	\$2,300.00	\$9,200.00	<input type="checkbox"/>
	Hitting Bay Dividers (4ft)	17 Dividers @	\$375.00	\$6,375.00	<input type="checkbox"/>
	EXLED Range Lighting Fixtures - <i>Dimmable (8 on structure, 4 in the field)</i> (To be mounted and wired by others)	6 Fixtures @	\$1,750.00	\$10,500.00	<input type="checkbox"/>
	LED lights in each bay - 3 per bay - mounted (wired by others)	51 LEDs @	\$195.00	\$9,945.00	<input type="checkbox"/>
	Retractable Partition Screens (12' bays) - Installed	5 Dividers @	\$4,250.00	\$21,250.00	<input type="checkbox"/>

*** CTT Anchoring system is included in the pricing. CTT anchoring system will reduce concrete costs of project.

Services & Fees Included with Price

Canopy & Enclosure Installation	Included
Delivery of the product	Included
System Engineering (signed and sealed drawings by licensed engineer)	Included
Logistics (Travel Costs etc..)	Included
Any necessary Core drilling needed for anchors during installation	Included
Door openings where instructed by customer	NA
*Permitting (See notes below)	Not Included
Site Prep and Soil Testing	Not Included
3rd party inspections fees	Not Included
Concrete Slab By Others (no less than 6" under columns. Varies by location)	Not Included
Electrical	Not Included
Municipality Permit Fees	Not Included
Seismic Engineering	Not Included
Agreement does not include costs associated with prevailing wage requirements	

****Permitting: Responsibilities to be taken care of by owner or contractor hired by owner. Cover the Tees will not be the General Contractor on the project. We will provide signed and sealed structural drawings by a licensed engineer with your state seal ready for permitting. Cover the Tees is not able to use any existing slabs unless they meet the specs detailed on the signed and sealed plans that will be provided. In most cases a new slab will be needed to meet engineers requirements.**

- The above scope is for aluminum golf hitting bay cover at Hillcrest Golf Course
We will furnish material and labor for the proposed Aluminum Golf Hitting Bay Cover complete in accordance with specifications and engineered drawing provided and in accordance with local building codes. Additional options listed above.
This price includes all services detailed in the scope above in the "services & fees included with price" This product can be ready for shipment within 21 business days of receiving material.
Once agreement is accepted and deposit has been sent, we will provide signed and sealed engineered drawings ready for permitting.
By signing the agreement you agree not to share any of our proprietary foundation information or disclose design details.
- This agreement is good for 30 days.
Pricing is subject to increase as this agreement is based on current market prices. However, pricing can be locked in with a 50% deposit allowing us to order your materials.*
- Pay Schedule
 - 25% - Deposit upon acceptance of the agreement
 - *25% - Deposit at time of permitting - materials ordered at this time
 - 50% - Balance due upon completion

ACCEPTANCE OF PROPOSAL:

The above specifications, prices, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____
Hillcrest Golf Course Representative

Signature: _____ Date: _____
Cover the Tees Representative