

**City Council Minutes**  
**March 15, 2022**

Orangeburg City Council held a meeting on Facebook Live via Zoom on Tuesday, March 15, 2022, at 6:00 PM with Mayor Michael C. Butler presiding.

**PRESENT:**

**Michael C. Butler, Mayor**  
**Dr. Kalu Kalu, Mayor Pro Tem**  
**Bernard Haire**  
**Jerry Hannah**  
**L. Zimmerman Keitt**  
**Sandra P. Knotts**  
**Richard F. Stroman**

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to approve the March 1, 2022, City Council minutes. The motion was unanimously approved.

Councilmember Haire requested to be on the next Council meeting agenda as a point of personal privilege instead of speaking tonight.

Mrs. Brenda Jamerson, Board Director of The Samaritan House addressed Council. She stated, "The purpose of this presentation is to share the current deteriorated conditions of the roof at The Samaritan House, to share the proposed solution to correct it and to solicit your financial support in providing funds to replace the roof. The existing roof system was installed 2011 and has been patched several times. It is a flat roof and there is substantial ponding of water with the lack of adequate drainage. There is water damage inside the building. We propose to have a complete roof replacement. The estimated cost is \$350,000. We are organizing a "Raise the Roof" campaign to include enhanced marketing, seeking grant opportunities, exploring additional bank loans, and requesting financial assistance from our legislative, City and County government. We wanted to bring this to you now for your consideration."

Mayor Butler stated, "The City is in the process of establishing a grant program for nonprofit/charitable organizations and you will be eligible to apply for funds."

City Administrator Evering addressed Council concerning a Resolution Authorizing Receipt, Acceptance, and Expenditure of Funds under the American Rescue Plan Act of 2021 (ARPA). He stated, "Last year the City of Orangeburg received an allocation of approximately \$6.3 million in ARPA funds. We were waiting for the US Treasury to finalize the guidelines before presenting Council a plan for consideration. The funds were allocated in two tranches. The first tranche was \$3.1 million. We have only spent with your permission approximately \$225,000 for employee premium pay. The proposed allocations for the \$3.1 million first tranche are Affordable Housing \$1,000,000, Downtown Revitalization efforts \$1,000,000, Premium pay/COVID-related reimbursements \$949,717.47, DPS-related needs \$800,000, Andrew Dibble Recreational Upgrades (skatepark, pump track, pickleball court) \$500,000, Gateway project \$500,000, Edisto Gardens/Park projects \$500,000, Premium pay (most of which has already been disbursed), \$275,000. Grants for nonprofits/charitable organizations, \$275,000, Façade grants for downtown buildings \$250,000 and Commercial kitchen \$250,000."

Councilmember Haire asked, "Can we increase the figure for non-profit/charitable organizations?"

City Administrator Evering stated, "Included in the resolution is a reallocation up to 25% as needed."

Mayor Butler stated, "There is a formula in place if we desire, we can make adjustments."

Mayor Pro Tem stated, "It is my recommendation to make a motion to pass the resolution and then look at the line items."

Councilmember Stroman stated, "I think we should table this and look over it before we make the final decision."

Mayor Pro Tem Kalu made a motion, seconded by Councilmember Hannah to approve the Resolution Authorizing Receipt, Acceptance, and Expenditure of Funds under the American Rescue Plan Act of 2021 (ARPA), and related matters. The motion was approved 6-0-1. Councilmember Stroman abstained.

City Administrator Evering addressed Council concerning First Reading of an Ordinance Providing for an Installment Plan of Finance for Certain Capital Projects and Equipment – Title Only. He stated, “At the March 1 Council meeting, we proposed borrowing a \$10 million installment purchase revenue bond for a new City Hall for \$7 million and then approximately \$3 million for renovating Stevenson Auditorium for a new roof, stage, lighting, and carpet. Having considered some of the financial concerns that were expressed in the last Council meeting, I am now recommending that you consider financing \$7 million to pay for the new City Hall. The installment purchase would be \$7 million to be paid back over 30 years. There is a strong possibility that this loan can be paid off in a much shorter period. We are currently on the fourth penny of the County Capital Penny Sales Tax and will be up for reimplementation in 2024. If the penny is maintained, we could put this project on the Capital Project Sales Tax Network. If it passes, we can use those funds for this project and for renovations to Stevenson Auditorium. If we move forward with a regular installment purchase, then it would require a millage increase. Instead of 9.73 mill increase, we are looking at 7.19 mill increase for the third year and then it would increase to 10.87 mill increase. For a \$100,000 home, there would be a \$28.78 annual property tax increase. Then at the 10.87 mill increase, there would be a \$43.48 annual property tax increase which would be the highest. The City has not raised taxes over the past few years.”

Mayor Butler stated, “To the Council, Orangeburg County has invested \$10 million for the new library, \$300,000 for the property across from the library for parking and \$665,000 for the old Winn-Dixie property for the possible location of the new courthouse. Also, Claflin University is in the process of revitalizing the Way Building downtown. We do not want others to come in and revitalize the downtown when we are the custodians of downtown. We are City Council and I do not want it said the County is revitalizing our downtown. During the past penny tax, \$1.2 million was approved for improvements to the current City Hall. City Hall needs a lot of work as it is an old building. Pipes are rusty, leaking and need replacing. The sewer lines have failed and need to be replaced. Technology has reached a limit for upgrades. The roof, electrical wiring, exterior windows, and Heating, Ventilating and Central (HVAC) system need to be replaced and updated ventilation is needed in the entire downstairs and part of the upstairs. The exterior needs substantial rehabilitation. The building does not meet the Americans with Disabilities Act of 1990 (ADA) standards. The positive side of moving to a new building is central location and services will not be disrupted as we can move in when ready.”

Mayor Pro Tem Kalu stated, “I encourage Councilmembers to look at where you want Orangeburg to be? Where do we go from here? What do we have in place for businesses to come here? Let us have an open mind in terms of the discussion and remember this is just the first reading.”

City Administrator Evering stated, “We have scheduled two public input sessions for March 22 at 5:30PM and March 31 at 6:00 PM in Stevenson Auditorium to provide more information to the public about these projects.”

Councilmember Keitt stated, “It is time for us to move forward. I am hoping that this Council will move into the new era instead of thinking old. Thank you, Mr. Evering, for all that you do for Orangeburg and hopefully we will have the guts to move with you.”

Councilmember Haire asked, “I am not opposed to a new City Hall, but I am opposed to the proposed plan and the amount. How many offices on the second floor are vacant in the new plan for City Hall?”

City Administrator Evering stated, “There are three open offices to allow for growth.”

Councilmember Haire stated, “I am proposing that we have adequate office spaces for the present size of the building. I am not in favor of creating a third floor and a rooftop for presentation. If we would consider remodeling the existing building, then I would support it.”

City Administrator Evering stated, “We are looking at this building as being a significant anchor for downtown. If we are going to revitalize our downtown and make Orangeburg the place, we all

want it to be, we must invest in ourselves at a level that is financially reasonable and feasible and show others we care about growing, revitalizing, and moving forward.”

Councilmember Stroman stated, “I do not think we should vote until we have a public hearing. I agree with Mr. Haire I do not think we need to add another floor on the building. I cannot vote for spending that kind of money.”

Councilmember Knotts stated, “I was born and raised here in Orangeburg. I do not like to see people put down where they live. I agree with Dr. Kalu that we need to have an open mind.”

Councilmember Hannah stated, “We are looking at a proposal for the City of Orangeburg. I have talked with the constituents in my district. Let us prepare ourselves for this transition. Stand firm in what you believe, and I believe that Orangeburg is going to another level.”

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve the First Reading of an Ordinance Providing for an Installment Plan of Finance for certain Capital Projects and Equipment. The motion was approved 5-2. Councilmembers Haire and Stroman opposed.

City Administrator Evering addressed Council concerning an update on the skatepark. He stated, “We have been in the planning phase for a skatepark. We are proposing a skatepark, pump track, pickleball courts, fishing pier landing, shelter, and an area for food trucks in the open space in the Andrew Dibble area. We are also considering a dog park in this area. We want to take what we have embellish it and make it better. We are proposing this in three phases. The first phase would include the building of the skatepark along with the pump track and redoing the shelter at an estimated cost of \$1.1 million with the \$500,000 from the ARPA fund and \$500,000 already set aside from the County Penny Sales Tax (CPST). Before we commit to a design, we wanted to have public input sessions. These sessions are scheduled for March 22 at 5:30 PM and March 31 at 6:00 PM in Stevenson Auditorium.”

Councilmember Hannah stated, “This park will offer recreational benefits for all age groups.”

Assistant City Administrator Singh addressed Council concerning an update on the Recreational Complex sign. He stated, “The bulk of the work on the sign has been completed. The finishing touches of stone and electrical work are scheduled for this week.”

Mayor Butler recognized March 18, 2022 as Natural Gas Utility Workers’ Day with a Resolution.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to go into Executive Session concerning Sale or Lease of Property a.) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or lease of former Braxton properties S.C. Code 30-4-70(a)(2), Personnel Matters a.) Overview of Employee Handbook Draft S.C. Code Sec 30-7-70(a)(1) b.) Finance Department S.C. Code 30-7-70 (a)(1), Legal Matter a.) Legal advice regarding Pine Top Subdivision S.C. Code Sec 30-4-70(a)(2), Economic Development a.) Project Boardwalk - Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body S.C. Code 30-4-70(a)(5) b.) Project EA - Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body S.C. Code 30-4-70(a)(5) and Sale or Purchase of Property a.) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property Northwood Estates Sewer System S.C. Code 30-4-70(a)(2) b.) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property DPU Water Division S.C. Code 30-4-70 (a)(2). The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to return to open session. The motion was approved 6-0. Mayor Pro Tem Kalu was absent for the vote.

City Administrator Evering addressed Council concerning First Reading of an Ordinance Authorizing the Lease of 1117, 1131 and 1155 Russell Street, 1131, 1133, 1137 AND 1143 Middleton Street; Authorizing the Execution and Delivery of a Lease Agreement Regarding the Same; Authorizing the Execution and Delivery of a Management Agreement Regarding the Same;

Authorizing the Execution and Delivery of Additional Documents. He stated, "This is first reading of an ordinance that will authorize the City to enter into these agreements with tenants from the former Braxton Trust properties that the City purchased in December 2021. These will be month to month leases and will also allow us to engage a property management company to manage those properties on a temporary basis. I understand Council is requesting an amendment for a Request for Proposal (RFP) for property management."

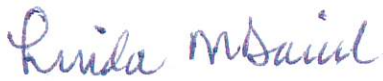
A motion was made by Councilmember Keitt, seconded by Councilmember Knotts to approve First Reading of an Ordinance Authorizing the Lease of 1117, 1131 and 1155 Russell Street, 1131, 1133, 1137 AND 1143 Middleton Street; Authorizing the Execution and Delivery of a Lease Agreement Regarding the Same; Authorizing the Execution and Delivery of a Management Agreement Regarding the Same; Authorizing the Execution and Delivery of Additional Documents to include a Request for Proposal (RFP) for property management. The motion was approved 6-0. Mayor Pro Tem Kalu was absent for the vote.

DPU Manager Warren Harley addressed Council concerning A Resolution Authorizing Receipt, Acceptance, and Operation of Certain Sewer-System Assets of South Carolina Water Utilities, Inc. (Northwood Estates). He stated, "We have been working with the owners of the Northwood Estates sewer system to transfer the sewer system in that community. DPU already supplies gas, electric, and water. Now we will be the sole supplier of utilities.

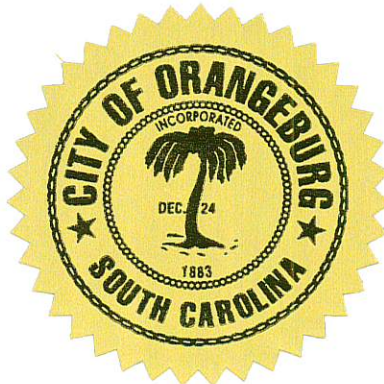
A motion was made by Councilmember Hannah, seconded by Councilmember Keitt to approve a Resolution authorizing Receipt, Acceptance, and Operation of Certain Sewer-System Assets of South Carolina Water Utilities, Inc. (Northwood Estates); and Related Matters. The motion was approved 6-0. Mayor Pro Tem Kalu was absent for the vote.

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to adjourn. The motion was approved 6-0. Mayor Pro Tem Kalu was absent for the vote.

Respectfully submitted,



Linda McDaniel  
City Clerk







**RESOLUTION AUTHORIZING RECEIPT, ACCEPTANCE, AND  
EXPENDITURE OF FUNDS UNDER THE AMERICAN RESCUE PLAN ACT  
OF 2021 ("ARPA"); AND RELATED MATTERS.**

BE IT RESOLVED by the City Council, as the governing body of the City of Orangeburg, South Carolina:

**SECTION 1. Findings.**

WHEREAS, the City is a body corporate and politic organized under the laws of the State of South Carolina ("State") and possesses all powers granted to the same by the Constitution and general laws of the State;

WHEREAS, the City has received and/or anticipates receiving approximately \$6,299,717.47 in one or more payments (collectively, "Funds") from the United States Treasury as a result of the ARPA; and

WHEREAS, the City Council desires to authorize various officials to receive, accept, and expend the Funds.

**SECTION 2. Specific Authorizations.** The City Council authorizes the expenditure, and/or ratifies the prior expenditure, of the Funds as indicated on Exhibit A, provided, further, the City Council authorizes the City Administrator to exercise his discretion to reallocate up to 25% of the amount listed for each item on Exhibit A to any other item(s) listed on Exhibit A.

**SECTION 3. General Authorization.** The City Council authorizes (a) the City Administrator, and/or his designee, to receive and hold the Funds on behalf of and for the benefit of the City, and (b) the City Administrator, and each of his designee(s) to accept the Funds on behalf of the City and expend the Funds according to Section 2, and/or according to the City's Fiscal Year 2021-2022 Budget, as may be amended, and otherwise, as the City Administrator deems just and proper, all without further action required of the City Council.

**SECTION 4. Further Authorization.** The City Council authorizes the City Administrator to take whatever actions, including interacting with other elected officials, and execute and deliver whatever documents as are necessary to implement this Resolution's intent.

**SECTION 5. General Repealer.** Each resolution, or order of City Council, or any part of the same in conflict with this Resolution, is to the extent of that conflict, repealed.

ADOPTED BY the City Council on March 15, 2022.

Mayor

Michael C. Butler

Members of Council

[Signature]  
Jandra C. Brooks  
Brian Haie  
Richard F. Thomas abstained  
L. Zimmerman  
Chad A. [Signature]



Attest:

Linda McDaniel  
City Clerk

**EXHIBIT A**  
**PROJECT LIST**

|  |              |
|--|--------------|
| • Affordable housing   | \$1,000,000  |
| • Downtown revitalization efforts  | \$1,000,000  |
| • Premium pay/COVID-related reimbursements                                       | \$949,717.47 |
| • DPS-related needs  | \$800,000    |
| • Andrew Dibble Recreational Upgrades (skatepark, pump truck, pickle ball court) | \$500,000    |
| • Gateway project  | \$500,000    |
| • Edisto gardens/Park projects   | \$500,000    |
| • Premium pay (most of which has already been disbursed)                         | \$275,000    |
| • Grants for nonprofits/charitable organizations                                 | \$275,000    |
| • Façade grants for downtown buildings   | \$250,000    |
| • Commercial kitchen   | \$250,000    |

EXHIBIT A-1  
GRANT PROGRAM MATERIALS



**GRANT PROGRAM APPLICATION**  
**ASSISTANCE LISTING (FORMERLY CFDA) NUMBER 21.027**  
**SUBJECT TO SINGLE AUDIT REQUIREMENTS**  
(AMERICAN RESCUE PLAN ACT OF 2021)

**THIS APPLICATION IS FOR GRANTS TO BE PROVIDED BY THE CITY OF ORANGEBURG GRANT PROGRAM MADE POSSIBLE BY THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"). TO APPLY, YOU MUST BE A GOVERNMENTAL ENTITY, 501(C)(3) ORGANIZATION OR OTHER RECOGNIZED RELIGIOUS OR CHARITABLE ORGANIZATION IN GOOD STANDING CREATED TO LESSEN THE BURDENS OF LOCAL GOVERNMENT. NOT ALL APPLICATIONS WILL BE APPROVED.**

Please answer each question as thoroughly as possible, assuming the material provided will be audited by the United States Department of Treasury or other federal agency. Attach additional pages as necessary. Please provide documentation appropriate to support your responses. An incomplete application will not be considered. To ensure legibility, please type this application. Please submit one original application as indicated on the second page.

Organization's Name \_\_\_\_\_

Trade name or "doing business as" \_\_\_\_\_

Organization's FEIN \_\_\_\_\_ (attach **proof** of your organization's charitable/governmental status)

Organization's DUNS \_\_\_\_\_ (attach **proof** of your organization's number)

Principal Address \_\_\_\_\_ SC

Street Address (or PO Box) City State Zip Code

Contact Address \_\_\_\_\_ SC

Street Address (or PO Box) City State Zip Code

Authorized Contact Person Name \_\_\_\_\_ Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

Grant Funds Requested \$ \_\_\_\_\_ (must equal or exceed \$50,000)

Please describe in ***great detail*** the proposed use of funds, including cost estimates by anticipated quarter for expenditure (attached additional pages, if necessary) \_\_\_\_\_

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\_\_\_\_\_

Has(is) the proposed use of funds been(being) funded from any other source \_\_\_\_\_ yes \_\_\_\_\_ no

If yes, then please describe any other funding source(s) and why additional funds are being requested from this Grant Program \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date by which you expect to begin expending funds \_\_\_\_\_ complete expending funds \_\_\_\_\_

\_\_\_\_\_

**APPLICANT REPRESENTATIONS:**

Under penalty of perjury, the undersigned, authorized representative of the applicant, for and on behalf of the applicant, certifies that:

- (a) he or she is sufficiently familiar with the requirements of this Grant Program and all related materials, including, for example, Exhibit A with its exhibit(s), which includes guidance from the United States Department of Treasury ("Treasury Guidance"), to be able to complete this Application;
- (b) he or she is has appropriate authority to bind, and does hereby bind, the applicant to the requirements of this Grant Program and all related materials, including, for example, Treasury Guidance;
- (c) he or she is sufficiently familiar with the applicant's operations to be able to make the representations about the applicant contained in this Application and any attachments to this Application;
- (d) the information contained in this Application and any attachments to this Application are true and correct in all respects and conform in all respects to the applicant's information, including the applicant's books and records;
- (e) the applicant's books and records are available for inspection by any authorized agent(s) of the City, the United States Department of the Treasury, and the United States Internal Revenue Service, or any combination of the same;
- (f) he or she understands that the applicant's failure to comply in all respects with the requirements of this Grant Program and all related materials, including, for example, Treasury Guidance, may result in recoupment of grant funds with penalties, criminal prosecution, and other sanctions;
- (g) he or she understands that this Grant Program is a discretionary program, on a first-come, first-served basis, based on available financial resources provided by ARPA as allocated by the City;
- (h) he or she understands that the decision regarding whether to make a grant award and how much to award, if any, remain discretionary with the City; and
- (i) he or she understands that the City is entitled to discontinue this Grant Program at any time even if and after an applicant has been approved for a grant award.

[NAME OF ENTITY]

Executed Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RETURN TO:**                      **City of Orangeburg**  
   **c/o City Administrator**  
   **Post Office Drawer 387**  
   **Orangeburg, South Carolina 29116**

**FOR ONLY FINANCE DEPARTMENT USE**

**Date/Time Received:** \_\_\_\_\_ **Staff Review Complete:** \_\_\_\_\_

(date/initials)

**Staff Recommendation:**    \_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**IF NOT APPROVED**                      \_\_\_\_\_ **Applicant Notified** (date/initials)

**IF APPROVED**                                      \_\_\_\_\_ **Applicant Notified** (date/initials)

\_\_\_\_\_ **Sub-Recipient Agreement Executed** (date/initials)

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Disbursements** (date/check no/initials)

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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**EXHIBIT A**  
**FORM OF CITY OF ORANGEBURG ARPA SLFRF**  
**GRANT PROGRAM SUB-RECIPIENT AGREEMENT**  
(WITH EXHIBIT A)  
[40 PAGES]



**CITY OF ORANGEBURG ARPA SLFRF**  
**GRANT PROGRAM SUB-RECIPIENT AGREEMENT**  
[RECIPIENT ENTITY NAME – TO BE UPDATED PRIOR TO EXECUTION]

This City of Orangeburg ARPA SLFRF Grant Program Sub-Recipient Agreement (“Agreement”) is effective March [], 2022, by and between City of Orangeburg, South Carolina (“CITY”), a body corporate and politic organized and existing in the State of South Carolina (“State”), and [], a [] (“GRANTEE”).

WHEREAS, this Agreement relates to the receipt, acceptance, and expenditure of grant funds, which have been received by the CITY according to the American Rescue Plan Act of 2021 (“ARPA”), and which have been approved for grant funding by the City of Orangeburg City Council on March 15, 2022 (“Grant Program”);

WHEREAS, the GRANTEE is authorized to execute this Agreement and deliver the same to the CITY;

WHEREAS, the GRANTEE specifically authorizes the CITY to rely on this Agreement with the CITY’s having no duty to investigate or confirm the information contained in this Agreement and no liability for any misstatements of the GRANTEE contained in this Agreement; and

WHEREAS, each capitalized term used, but not defined, in this Agreement has the meaning ascribed to that term in the US Department of the Treasury Guidance (Part 1 and Part 2), a copy of which is attached as Exhibit A (“Treasury Guidance”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the CITY and the GRANTEE do hereby covenant and agree as follows:

**I. GRANTEE ACKNOWLEDGEMENTS AND COMMITMENTS.**

1. The GRANTEE is a [governmental entity][501(c)(3) organization][recognized religious organization][recognized charitable organization] in good standing [created to lessen the burdens of local government] and shall remain so through the final expenditure of any funds awarded pursuant to the Grant Program.
2. The CITY’s award of funds pursuant to the Grant Program constitutes a subaward of SLFRF.
3. The GRANTEE constitutes a “pass-through” entity as defined under 2 CFR § 200.1.
4. The GRANTEE shall comply with all requirements of the SLFRF pursuant to 2 CFR § 200.332.
5. The GRANTEE shall comply with, and assist the CITY in complying with, the Treasury Guidance.
6. The GRANTEE is specifically aware of and shall comply with all obligation incurrence and fund expenditure deadlines, generally, and as specifically outlined in Treasury Guidance Part 1: General Guidance, Subitem C: Treasury Rule, Item 2: Eligible Costs Timeframe
7. The GRANTEE is specifically aware of and shall comply with all obligation incurrence and fund expenditure deadlines, generally, and as specifically outlined in Treasury Guidance Part 2: Reporting, Subitem B: Project and Expenditure Reporting, Item 1: Quarterly Reporting (“Reporting Guidance”), provided, however, the GRANTEE shall provide to the CITY each report due, as described in the Reporting Guidance, no less than 20 days prior to when the CITY would be required to provide that report.
8. The GRANTEE shall otherwise satisfy all compliance requirements for use of SLFRF.
9. The GRANTEE shall otherwise satisfy all reporting requirements for use of SLFRF.

10. The GRANTEE shall not use, directly or indirectly, or permit others to use, directly or indirectly, funds supplied by the Grant Program for any purpose that would violate any Grant Program requirements, including regarding the use of SLFRF.
11. The GRANTEE has never been delinquent, in any respect, in its management of state, federal, or private grant and/or other funds.
12. The GRANTEE has never received an audit of its financial statements that resulted in less than an unqualified opinion from its external auditor.
13. The GRANTEE has never been subject to an audit of state, federal, or private grant and/or other funds that was not resolved in favor of the GRANTEE.
14. The GRANTEE maintains internal controls, policies, and procedures to ensure appropriate oversight of fiscal management and physical money handling, including, for example, for the avoidance of fraud, negligence, and mismanagement of funds.
15. The GRANTEE's books and records are and shall remain available for inspection by any authorized agent(s) of the CITY, the United States Department of the Treasury, and the United States Internal Revenue Service, or any combination of the same. The foregoing requirement shall survive the expiration or termination of this Agreement.
16. The GRANTEE's failure to comply in all respects with the requirements of the Grant Program and the use of SLFRF may result in recoupment of any grant funds with penalties, criminal prosecution, and other sanctions.
17. The GRANTEE shall maintain all records related to the Grant Program and the use of SLFRF for no less than seven years from the date of final expenditure of Grant Program funds.
18. The GRANTEE shall provide whatever additional information the CITY may, from time to time, request.
19. Prior to the CITY's disbursing any funds to the GRANTEE, the GRANTEE must prepare, execute, and deliver a "Disbursement Request," the substantially final form of which is attached as Exhibit B, with whatever documentation is required so as to permit the CITY to comply with any and all Reporting Guidance;
20. The GRANTEE shall expend the Grant Program funds for the sole purpose(s) as outlined in the GRANTEE's Grant Program Application – Assistance Listing (Formerly CFDA) Number 21.027, dated [], 2022.
21. In the event any Grant Program funds are not expended by the earlier of (i) 15 days from the date the CITY transmits funds to the GRANTEE, and (ii) December 31, 2025, then the GRANTEE shall immediately return the unexpended funds to the CITY.
22. The GRANTEE shall cooperate in good faith with the CITY on all aspects of the Grant Program.

## II. CITY COMMITMENTS.

- A. The CITY shall administer the Grant Program in conformity with all applicable federal requirements.
- B. The CITY shall provide the GRANTEE with reasonable CITY staff support to assist the GRANTEE with the Grant Program.
- C. The CITY shall cooperate in good faith with the GRANTEE on all aspects of the Grant Program.

## III. TERM.

Subject to the CITY's right to terminate this Agreement as described in section IV, this Agreement is effective on the date first written above and continues thereafter until the later of (a) all funds granted to the GRANTEE are expended and any and all of the GRANTEE's compliance requirements under this Agreement are fully discharged, and (b) December 31, 2025. Upon expiration or termination of this Agreement, the GRANTEE shall return any unexpended funds to the CITY.

## IV. TERMINATION.

The CITY, in its sole discretion, for any reason or no reason, may terminate this Agreement by providing written notice, which is effective when transmitted, to the GRANTEE. The CITY may terminate this Agreement even if and after the GRANTEE has been approved for an award of Grant Program funds.

## V. MONITORING.

At any time, and from time to time, the CITY is entitled to conduct a Grant Program review of the GRANTEE to ensure compliance with the terms of this Agreement. The CITY is entitled to review all books and records of the GRANTEE's general activities and expenditures of Grant Program funds.

VI. RESERVED.

VII. INDEMNIFICATION.

Notwithstanding anything herein to the contrary, to the extent permitted by law, the GRANTEE shall indemnify and hold the CITY, its employees, officers, officials, contractors, agents, and representatives, free and harmless from and against any and all liabilities, losses, claims, costs, damages, demands, suits, judgments, causes of action, and expenses of any kind or nature, including the payment of reasonable attorneys' fees (collectively, "Losses"), resulting from property damage or personal injury, including death, to the extent resulting from the negligence, errors, omissions, or willful misconduct of the GRANTEE, its subcontractors, employees, agents, or representatives under this Agreement. Such Losses shall include, but not be limited to, civil or criminal fines or penalties, for loss of use and/or service, personal injury, death, libel, slander, and attorney's fees through all levels of appeals. Should the CITY be named in any suit, action, or claim under the terms hereof, then to the extent of the GRANTEE's indemnification obligation hereunder, the GRANTEE shall appear and defend the CITY at the GRANTEE's sole cost and expense, provided that CITY shall always have the option to appear and defend such action or claim on its own behalf. The foregoing indemnity shall survive the expiration or termination of this Agreement.

VIII. NOTICES.

Any notices to be given by any party hereunder shall be in writing and may be effected either by (i) personal delivery by hand (with written confirmation of receipt), (ii) delivery by a reputable express courier service (receipt requested), (iii) certified mail, postage prepaid with return receipt requested, or (iv) e-mail, provided that the recipient must acknowledge having received the e-mail by reply e-mail (an automatic "read receipt" does not constitute acknowledgment of receipt for of this Section). Notices shall be addressed to the parties at the addresses set forth below, but each party may change its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt. Notices delivered by certified mail or express courier service shall be deemed communicated as of the date of mailing or delivery to the courier. Notices delivered by e-mail shall be deemed communicated when the recipient acknowledges having received the e-mail by reply e-mail.

City: City of Orangeburg  
c/o City Administrator  
Post Office Drawer 387  
Orangeburg, South Carolina 29116

With a copy to: Michael E. Kozlarek, Esq.  
(does not constitute notice) King Kozlarek Law LLC  
Post Office Box 565  
Greenville, South Carolina 29602-0565

Grantee: ☐  
☐  
☐  
☐  
☐ , South Carolina ☐

With a copy to: ☐  
(does not constitute notice) ☐  
☐  
☐

IX. RIGHTS OF SUCCESSORS AND ASSIGNS.

The Agreement shall be binding and inure to the benefit of the CITY and the GRANTEE and their respective successors and permitted assigns; provided, however, the GRANTEE may not assign any of its rights or obligations under this Agreement without the express written consent of the CITY.

X. RELATIONSHIP OF THE PARTIES.

Nothing in this Agreement is intended to or shall be deemed to create a partnership, association, or joint venture. The GRANTEE shall always be an independent contractor and not otherwise a partner, associate, joint venture, or agent of the CITY.

XI. MISCELLANEOUS.

This Agreement expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter

hereof shall be merged herein and then extinguished. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State. Any dispute between the parties arising or related in any manner to this Agreement shall be brought exclusively in the state or federal courts sitting in the CITY. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. As used in this Agreement, the masculine, feminine, or neutral gender and the singular or plural number shall each include the others whenever the context so indicates. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument. A signed copy of this Agreement delivered by email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall be deemed to have the same legal effect as physical delivery of a signed original of this Agreement and may be used in lieu of the signed original for all purposes.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year first above written.

**CITY OF ORANGEBURG, SOUTH CAROLINA**

\_\_\_\_\_  
By: Sidney Evering II, Esq.  
Its: City Administrator

**[RECIPIENT]**

\_\_\_\_\_  
By:  
Its:



**EXHIBIT A**  
**US DEPARTMENT OF THE TREASURY GUIDANCE (PART 1 AND PART 2)**  
[SEE 31 PAGES, ATTACHED]

**EXHIBIT B**  
**FORM OF DISBURSEMENT REQUEST**

[ENTITY] REQUISITION NO. \_\_\_\_\_

**REQUEST FOR DISBURSEMENT**  
**[DATE – UPDATE PRIOR TO SUBMISSION]**

City of Orangeburg  
c/o [Deputy] City Administrator  
Orangeburg, South Carolina

**CITY OF ORANGEBURG ARPA SLFRF GRANT PROGRAM**  
[RECIPIENT ENTITY NAME – TO BE UPDATED PRIOR TO SUBMISSION]

Dear Mr. Sidney Evering:

You, as the City of Orangeburg City Administrator, or your respective designee, hold funds (“Grant Funds”) related to the referenced Grant Program, according to the Sub-Recipient Agreement, dated March [], 2022, authorized by the American Rescue Plan Act of 2021 (“ARPA”), as approved by the City of Orangeburg City Council on March 15, 2022 (“Grant Program”). You are entitled to rely on this Request for Disbursement (“Request”) with no duty to investigate or confirm the information contained in this Request and no liability for any misstatements contained in this Request.

I certify: you are permitted to disburse \$[total amount shown on Schedule I] from the funds proceeds, payable to the persons, in the amounts, at the addresses, and for the purposes set forth in the attached Schedule I, being the amounts due for or attributable to the items described in Schedule I, which are identical with the items described in the Sub-Recipient Agreement. Attached to this Request is documentation supporting each requested payment.

In this regard, I further certify to you:

A. The information contained in the Sub-Recipient Agreement remains true and correct in all respects.

B. The amounts to be paid under this Request: (i) are due and payable, (ii) are for costs of one or more purposes approved for the undersigned entity in the Sub-Recipient Agreement, (iii) have not been the subject of any previous disbursement, and (iv) do not, in the aggregate with all prior disbursements, exceed the amount authorized for the undersigned entity under the Sub-Recipient Agreement.

D. The undersigned entity is compliant with all aspects of the Sub-Recipient Agreement, including, for example, Treasury Guidance (as defined in the Sub-Recipient Agreement), and all other documents related to the same.

Dated: [Date of Request]

[ENTITY’S NAME]

By: \_\_\_\_\_

Name:

Its:

**SCHEDULE I**

SEE ATTACHED INVOICES AND SUPPORTING DOCUMENTATION



**A RESOLUTION AUTHORIZING RECEIPT, ACCEPTANCE, AND  
OPERATION OF CERTAIN SEWER-SYSTEM ASSETS OF SOUTH  
CAROLINA WATER UTILITIES, INC. (NORTHWOOD ESTATES);  
AND RELATED MATTERS.**

**BE IT RESOLVED** by the City Council, as the governing body of the City of Orangeburg, South Carolina:

**SECTION 1. Findings.**

WHEREAS, the City is a body corporate and politic organized under the laws of the State of South Carolina ("State") and possesses all powers granted to the same by the Constitution and general laws of the State;

WHEREAS, the City is authorized and empowered to acquire, construct, own, finance, operate, and maintain a municipal sewer system;

WHEREAS, the most-recent Orangeburg County Capital Project Sales and Use Tax Referendum ("CPST") provided funds for the rehabilitation of the Northwood Estates subdivision sewer system ("System");

WHEREAS, the City intends to acquire the System and rehabilitate the same through the use of the CPST funds;

WHEREAS, the City Council desires to authorize the transactions as contemplated by this Resolution.

**SECTION 2. Specific Authorizations.** The City Council authorizes the acceptance of (a) the System according to the form of the Bill of Sale, Assignment, and Assumption, the substantially final form of which is attached as Exhibit A, and the Limited Warranty Deed, the substantially final form of which is attached as Exhibit B, and (b) the CPST funds designated for the rehabilitation of the System.

**SECTION 3. General Authorization.** The City Council authorizes (a) the Manager of the Department of Public Utilities ("Manager"), and/or his designee, to receive and hold the CPST funds on behalf of and for the benefit of the City, and (b) the Manager, and each of his designee(s) to accept the Funds on behalf of the City and expend the CPST funds according to Section 2, and/or according to the City's Fiscal Year 2021-2022 Budget, as may be amended, and otherwise, as the Manager deems just and proper, all without further action required of the City Council.

**SECTION 4. Further Authorization.** The City Council authorizes the Manager to take whatever actions, including interacting with other elected officials, and execute and deliver whatever documents as are necessary to implement this Resolution's intent.

**SECTION 5. General Repealer.** Each resolution, or order of City Council, or any part of the same in conflict with this Resolution, is to the extent of that conflict, repealed.

ADOPTED BY the City Council on March 15, 2022.



Michael C. Beall  
Mayor

James Hane  
James Hane  
Danahia P. Harris  
Richard A. Stume  
James Hane

Members of Council

Attest: Linda McDaniel  
City Clerk



EXHIBIT A  
BILL OF SALE, ASSIGNMENT, AND ASSUMPTION  
BILL OF SALE, ASSIGNMENT, AND ASSUMPTION

This Bill of Sale ("Bill of Sale" or "Agreement") dated as of March \_\_, 2022 ("Effective Date") is made by SOUTH CAROLINA WATER UTILITIES, INC., a South Carolina corporation ("Seller") and the CITY OF ORANGEBURG ("Buyer").

RECITALS

WHEREAS, Seller acquired certain wastewater collection systems from Synergy Utilities, LP ("Synergy"), pursuant to an Asset Purchase Agreement by and between Seller, Synergy and Keith Parnell dated March 31, 2021, in which Synergy agreed to sell to Seller all of Synergy's right, title and interest in and to such certain wastewater collection system, in exchange for the consideration set forth therein;

WHEREAS, Seller desires to transfer and assign to Buyer all of Seller's right, title and interest in and to those certain assets which constitute the wastewater collection system set forth on Exhibit A ("Assets"), and Buyer desires to acquire all of Seller's right, title and interest in and to the Assets; and

WHEREAS, Buyer desires to assume, and Seller desires to assign, the obligation to operate the Assets for the benefit of the customers of such system.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby (i) sell, transfer, convey, assign, and deliver unto Buyer, its successors and assigns forever, all of Seller's right, title, and interest in and to the Assets, free and clear of all liens and encumbrances and (ii) Buyer does hereby agree to assume the obligation to operate the Assets for the benefit of the customers of such systems.

Buyer acknowledges and agrees that the Assets are being transferred on an "as-is, where-is" basis. Seller makes no representations and grants no warranties, express or implied, either in fact or by operation of law, by statute or otherwise regarding the Assets or otherwise in connection with the transactions contemplated by this Bill of Sale, and expressly disclaims any other warranties, whether written or oral, or express or implied, with respect to the Assets.

The parties hereto acknowledge that this Agreement has been negotiated and entered in the State of South Carolina. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of South Carolina.

This Bill of Sale and all of the provisions hereof shall bind and inure to the benefit of their respective permitted successors and assigns.

The parties hereto agree to execute such documents and other papers and perform such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their duly authorized officers, all as of the date first above written.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

**SELLER:**  
**SOUTH CAROLINA WATER UTILITIES, INC.**

**BUYER:**  
**CITY OF ORANGEBURG, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: Craig Sorensen  
Its: President

By: \_\_\_\_\_  
Name:  
Its:

## EXHIBIT A

### ASSETS

The entire sewerage system of Northwood Estates Subdivision near the City of Orangeburg, County of Orangeburg, State of South Carolina, including all wells, pumps, pipes, connections, and lift stations, and any and all other equipment used in connection with the operation of such systems, together with the right of access, ingress and egress for the installation, maintenance, and operation of such systems in those areas over which utilities easements have been reserved.

**EXHIBIT B**  
**LIMITED WARRANTY DEED**

|                         |   |                              |
|-------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA | ) |                              |
|                         | ) | <b>LIMITED WARRANTY DEED</b> |
| COUNTY OF ORANGEBURG    | ) |                              |

KNOW ALL MEN BY THESE PRESENTS:

That SOUTH CAROLINA WATER UTILITIES, INC., the undersigned Grantor, in the State aforesaid, for and in consideration of the sum of Ten and 00/100<sup>th</sup> Dollars (\$10.00), and other valuable consideration in hand to it paid at and before the sealing of these presents by CITY OF ORANGEBURG (hereinafter, also, "Grantee") in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto CITY OF ORANGEBURG, its successors and assigns, forever, the following described real property, to-wit:

See attached Exhibit A.

|                     |                                  |
|---------------------|----------------------------------|
| GRANTEE(S) ADDRESS: | 1016 Russell Street              |
|                     | Orangeburg, South Carolina 29115 |

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, all and singular, the said Premises aforementioned unto the said Grantee above named, its successors and assigns forever.

SUBJECT TO the covenants, restrictions, easements, agreements, charges, and exceptions of record.

Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors, and assigns, from and against Grantor, its successors and no further.





EXHIBIT A

The entire sewerage system of NORTHWOOD ESTATES SUBDIVISION near the City of Orangeburg, COUNTY OF ORANGEBURG, State of South Carolina, including all wells, pumps, pipes, connections, lift stations, sewer treatment facilities and any and all other equipment used in connection with the operation of such systems, together with the right of access, ingress and egress for the installation, maintenance and operation of such systems in those areas over which utilities easements have been reserved; also including those parcels of land on which the sewerage oxidation holding pond and oxidation pond are located, said parcels of land being more particularly described on the following plats, all of which are recorded in the Office of the Register of Deeds for ORANGEBURG COUNTY as indicated:

(1) Pump station – being a portion of LOT NO. ONE (1) of BLOCK E of NORTHWOOD ESTATES SUBDIVISION, as more fully shown a “Pump Station” on that certain plat prepared for Wheat Realty & Construction, Inc. by Belter & Associates, land surveyors, dated March 12, 1974, and recorded March 15, 1974, in the Office of the Register of Deeds for ORANGEBURG COUNTY, South Carolina in Plat Book 39 at page 49.

(2) PUMP STATION: ALL that 115 feet-by-115 feet parcel of land, together with the building and improvements thereon, as well as those easements of record, including but not limited to a ten (10) foot utility easement and a fifteen (15) foot access easement running along the eastern boundary of Lot 12, Block K, situate, lying and being in the County of Orangeburg, State of South Carolina, shown and designated as “AREA = 0.304 ACRE, 13,225 SQ. FT., to be conveyed to the City of Orangeburg, a portion of tract 0183-00-10-072.00” on a plat entitled “REMAINING PORTION, SYNERGY UTILITIES, LP, TP 0183-00-10-072.000” prepared by Kyle McLamb, S.C.P.L.S. No. 16,818, of AECOM Technical Services, Inc. Land dated January 4, 2022, and recorded \_\_\_\_\_, \_\_\_\_\_, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Register of Deeds Office for Orangeburg County, South Carolina; said street address being known under the present numbering system as \_\_\_\_\_.

(3) All those sewer lines as shown on a plat designated As Built Sewerage of Northwood Estates subdivision prepared by Belter & Smith, Inc., surveyors, dated December 7, 1971, and recorded March 15, 1974, in the Office of the Register of Deeds for ORANGEBURG, South Carolina, in Plat Book 39 at page 52.

The boundaries, metes, courses, and distances of the Pump Station sites are set forth and shown on the above referenced plats which are incorporated herein and made a part hereof by reference.

Derivation: \_\_\_\_\_

TMS: \_\_\_\_\_



**A RESOLUTION RECOGNIZING March 18<sup>th</sup> AS NATURAL GAS UTILITY WORKERS' DAY**

**WHEREAS**, In 2015, the American Public Gas Association began recognizing March 18<sup>th</sup> as Natural Gas Utility Workers' Day; and

**WHEREAS**, the date was chosen to remember the New London, Texas school explosion that occurred on March 18, 1937, leading to the widespread odorization of natural gas and an increased emphasis on safety; and

**WHEREAS**, safety is a vital aspect of natural gas distribution and the employees of distribution companies' endeavor to make natural gas delivery as safe as possible; and

**WHEREAS**, the attention and dedication of our utility workers is essential to ensuring the safety of natural gas distribution; and

**WHEREAS**, on Natural Gas Utility Workers' Day and throughout the year, we recognize the vital services these workers provide to their surrounding communities and the City of Orangeburg.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Orangeburg recognizes March 18<sup>th</sup> as Natural Gas Utility Workers' Day.

ADOPTED BY the City Council on March 15, 2022.



Michael C. Brink  
Mayor

Benny Harris

James G. [Signature]

Sanchea R. [Signature]

Richard A. [Signature]

[Signature]

Members of Council

Attest: Linda McDaniel  
City Clerk