**City Council Minutes**
**October 21, 2025**

Orangeburg City Council held its regularly scheduled meeting on Tuesday, October 21, 2025, 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**
**Sandra P. Knotts**

A motion was made by Councilmember Grevious seconded by Councilmember Keitt to approve October 7, 2025, minutes. The motion was unanimously approved.

Mayor Butler and Council presented a Proclamation proclaiming March 2025 as Domestic Violence Awareness Month.

City Administrator Evering addressed Council concerning third reading of an ordinance amending the Business License Ordinance of the City of Orangeburg to update the Class Schedule as required by Act 176 of 2020. He stated "As I indicated to you at the last meeting, this is an update that is required by state law every two years. The Municipal Association sets forth the ordinance that will update the business license schedules. I will highlight a few of the changes. Manufacturing changes from Class 9.8 to Class 3, Transportation and Warehousing changes from Class 1 to Class 2, which are both higher rates. The following classes are moving to classes with lower rates. Real Estate and Rental Lease from Class 7 to Class 6; Professional Science and Technical Services from Class 5 to Class 4 and Health Care and Social Assistance from Class 4 to Class 3."

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve third reading of an ordinance amending the Business License Ordinance of the City of Orangeburg to update the Class Schedule as required by Act 176 of 2020. The motion was unanimously approved.

City Administrator Evering addressed Council concerning first reading of an ordinance authorizing the transfer of approximately 0.21 acres of real property with improvements, if any, located at 215 Courthouse Square, with County TMS #0173-13-29-006.000. He stated, "This is the property located on Middleton Street next to Williams and Williams Law Firm and across the street from the mural. We were approached by WillBros Property, LLC to purchase the property for $30,000 in order to beautify the area similar to a pocket park. Included in your packet are the old renderings. We expect to have updated renderings at the second reading in November that I will share with you and the public. This ordinance will allow for the sale of that property to WillBros Property, LLC."

Councilmember Hawkins asked, "Will this be open to the public?"

City Administrator Evering stated, "Yes, that is my understanding that it will be open to the public."

A motion was made by Councilmember Hawkins, seconded by Councilmember Grevious to approved first reading of an ordinance authorizing the transfer of approximately 0.21 acres of real property with improvements, if any, located at 215 Courthouse Square, with County TMS #0173-13-29-006.000. The motion was unanimously approved.

City Administrator Evering addressed Council concerning first reading of an ordinance authorizing the transfer of approximately 0.16 acres of real property with improvements, if any, located at 307 Jennings Court, with County TMS #0173-18-10-003.000. He stated, "This property is an old City park that is located at Jennings Court between Jennings and Rowe Streets. If you recall we have a local developer who is an Orangeburg native who has done well in life and wants to come back and invest in the community. He has purchased the property at Jennings Court with the purpose of rehabbing it. He also wants to build additional housing units, which is why he is requesting to purchase this old City park. We have had conversations with our Parks and Recreation Director, and it is our understanding that the park is seldomly used. On the screen are plans for rehabbing the property. The first phase would be to build a few new units like the ones you see on your screen and then the second phase would be to rehab the twelve units that are currently there. The proposal is to sell the property with the reversionary clause which would basically allow the City to purchase the property for $2,500 plus the cost of any permanent improvements if the property is not rehabbed as he indicated that he would. He anticipates, Phase I building of the new structures will be completed by the summer of 2026."

Councilmember Hawkins asked, "Is the first photo what is currently there? Is it vacant? If people are currently living there, will they be displaced?"

City Administrator Evering stated, "Yes, this is the current structure and people live there. They will not be displaced. The plan is to rehab the units."

Councilmember Hawkins asked, "Will their rent stay the same?"

City Administrator Evering stated, "It may go up a little bit, but I am not sure."

Councilmember Hannah asked, "Is there parking? I do not see it on the rendering."

City Administrator Evering stated, "That is a good question. I will ask the developer."

Councilmember Hawkins asked, "Is $2,500 fair market value for the property?"

City Administrator Evering stated, "We do not know but it is the encouragement of the investment. Also, we have the reversionary clause if he does not do it within a two-year period, then the City can purchase the land back for the price that we sold it. It is really an incentive."

Councilmember Grevious asked, "Please get confirmation on the number of units in the first phase. Is there a completion date for the second phase? Also please get clarification on how long those individuals would be displaced."

City Administrator Evering stated, "The second phase, the rehab phase, would be 8 to 12 months after the completion of the first phase."

Mayor Pro Tem Kalu asked, "Would they be given preference of the first choice of coming back to that unit?"

City Administrator Evering stated, "It is my understanding they will not be displaced."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Hawkins to approve first reading of an ordinance authorizing the transfer of approximately 0.16 acres of real property with improvements, if any, located at 307 Jennings Court, with County TMS #0173-18-10-003.000. The motion was approved 6-1. Councilmember Hannah opposed.

City Administrator Evering addressed Council concerning a resolution approving a letter of intent between the City of Orangeburg and WF Media Group, LLC. He stated, "As you may recall, WF Media Group, LLC is run by Mr. Akintunde Warnock and his wife. I am very excited about all the ideas and plans that they have for the use of Stevenson Auditorim. Basically, this letter of intent will allow them to use Stevenson as a home-base to record comedy productions. It will provide them with twenty-four-hour access to administrative office spaces. The City would be entitled to 20% of the ticket sales or revenue. It is an exciting opportunity I believe for Orangeburg because it goes beyond just comedy shows that can delve into film and just the entertainment value. It is clean family comedy. They have a show on Saturday that we invite the public to attend. It is called, "Search for the One" which is a contest to find the next great comedian. I think this will be the start of a very fruitful and prosperous partnership between the City and WF Media Group. This letter of intent will allow us to begin that process."

Councilmember Grevious asked, "Who is responsible for maintenance of this space while it is being occupied by WF Media Group?"

City Administrator Evering stated, "We would be responsible for overall maintenance. If you are talking about janitorial services after the show, we will ask them to cover that."

Councilmember Grevious asked, "Would that be in excess of the 20% of ticket sales?"

City Administrator Evering stated, "We can negotiate that."

Councilmember Grevious asked, "Are we still requiring that one of our City officials be present when they are using this space? The cost of that official would be excess of the 20% of ticket sales? Would that be language to be added to the contract?"

City Administrator Evering stated, "Yes, because that would be overtime. This is the letter of intent, we will work to get the actual contract."

Councilmember Hawkins asked, "Podcasts are popular now. If the public wanted to start a podcast, could they come in and pay a recording fee?"

Mr. Warnock stated, "I have not thought about that but it could be something we could do once we have the area established. Also, I have thought about having camps to expose young people to train on the equipment. This is a part of our broader public service mission."

Mayor Pro Tem Kalu asked, "During your programs will you be using the City police officers? Do you have insurance?"

Mr. Warnock stated, "Yes, whatever the venue security requirements are, we will maintain on whatever that hourly rate is which is in addition to the 20% of ticket sales. Yes, we have a million-dollar policy. Also, the City will receive sponsorship on all the television projects."

Councilmember Grevious asked, "Will you be selling merchandise?"

Mr. Warnock stated, "Yes, we have Joke Farm merchandise and headliners will have merchandise."

Councilmember Hawkins asked, "What channels can the public view this?"

Mr. Warnock stated, "The Christmas Special will be on broadcast television distributed via syndication, so each market has its own time and its own station. A local station for Columbia is the My Network Station. It will also be available on our Joke Farm APP, Roku, Amazon and later Tubi."

Councilmember Hawkins asked, "Is Stevenson Auditorium ready to use now or is there any type of improvements that we need to make to host this?"

City Administrator Evering stated, "It is ready to use now but there are a number of improvements that we are planning to make for example dressing rooms, restrooms, things of that nature. We would like to eventually put a digital marquee out in front to highlight events. This would not interrupt any of our normally scheduled events."

A motion was made by Councilmember Grevious, seconded by Councilmember Hannah to approve a resolution approving a letter of intent between the City of Orangeburg and WF Media Group, LLC. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a resolution approving a letter of intent between the City of Orangeburg and LH Construction, Inc. (LHI). He stated, "As you may recall LH Construction, Inc. is the construction company that presented to Council to enter a ground lease at the Airport not to exceed a 30-year term on approximately 75,000 square feet to build hangars. They are responsible for getting airplanes to fill those hangars. It would be beneficial to the airport because of fuel sales. It will not cost the City anything other than leasing them the ground space. If approved, the construction would begin six months after the execution of the ground lease and will be completed within 12 months of executing the ground lease."

Councilmember Grevious asked, "Do we know the amount he has in mind for leasing each of the hangars?"

Mr. Jason Tremper stated, "I do not work for LH Construction, Inc. I introduced the construction company to Airport Manager Betty Baker. The hangars will be sold to individual people that will be there for the duration of the lease and then they will be paying the lease amount for the land proportion to how big the hangars are.

Councilmember Grevious stated, "LH Construction, Inc. is selling the hangars."

Mr. Tremper stated, "Yes, that is correct."

Councilmember Hawkins asked, "This is similar to a condo lease?"

Mr. Tremper stated, "Yes, there will be a hangar association just like a condo association. They will be responsible for maintaining the land, the lease, and any maintenance that would be required."

Councilmember Hawkins asked, "Are all the hangars the same size? These hangars would be for personal use aircrafts?"

Mr. Tremper stated, "The hangars on the ends will have more room, but they are very similar in size. Yes, that is correct for training or personal use aircrafts."

Councilmember Hannah stated, "The Orangeburg Municipal Airport is major. We can endorse this construction of hangars, and we do not have to spend City funds. Aircraft owners are already interested in these hangars."

Councilmember Hawkins stated, "Someone who is making a big economic impact in Orangeburg are not driving in town, they are coming in through this airport. The runway improvements and these hangars make a great first impression of Orangeburg. I think this is great especially since the City does not have to invest any funds."

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve a resolution approving a letter of intent between the City of Orangeburg and LH Construction, Inc. (LHI). The motion was approved 6-0-1. Councilmember Grevious abstained.

A motion was made by Councilmember Grevious, seconded by Councilmember Knotts to go into executive session concerning Performance Evaluation discussion – City of Orangeburg Department of Public Utilities Manager SC Code Sec. 30-4-70(a)(1) and Receipt of legal advice – SC Code Sec. 30-4-70(a)(2) a.) Cemeteries, b.) Municipal Elections, c.) Hate Crime Ordinance, d.) Columbia Road Property. 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

CITY OF ORANGEBURG INCORPORATED DEC. 24 1883 SOUTH CAROLINA

**A RESOLUTION APPROVING A LETTER OF INTENT BETWEEN THE CITY AND LH CONSTRUCTION, INC. AND PROVIDING FOR RELATED MATTERS.**

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

**WHEREAS**, the City owns and operates a municipal airport;

**WHEREAS**, the City has been approached by LH Construction, Inc. ("LHI") desiring to provide for the financing, construction, and lease of hangars at the municipal airport;

**WHEREAS**, the City Administrator, for and on behalf of the City, has negotiated and participated in drafting a proposed letter of intent between the City and LHI, the substantially final form of which is attached to, and incorporated in, this Resolution as Exhibit A ("LOI");

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

**NOW, THEREFORE**, the Council resolves:

**Section 1.** *Approval of Form of LOI.* The LOI, which is attached as Exhibit A, is approved, and the LOI is incorporated in this Resolution by reference as if the LOI were set out in this Resolution in its entirety. The City Administrator is authorized, empowered, and directed to finalize the LOI, execute, the City Clerk, if and as appropriate, to acknowledge, and the City Administrator deliver the LOI in the name of and on behalf of the City, and to cause the executed LOI to be delivered to LHI. Prior to its execution, the LOI shall not be substantively changed in any way that would be materially adverse to the City. The City shall not enter a definitive lease or other similar arrangement without prior approval, by ordinance, of the City Council.

**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.

ADOPTED BY the Council on October 21, 2025.

Mayor

Members of Council

Attest:

City Clerk

**EXHIBIT A**

<u>SUBSTANTIALLY FINAL FORM OF LETTER OF INTENT</u>

LETTER OF INTENT

October 21, 2025

Sidney Evering, II, Esq., City Administrator
City of Orangeburg, South Carolina
1099 Russell Street
Orangeburg, South Carolina 29115

**RE: Aircraft Hangars – Orangeburg Municipal Airport**

Dear Mr. Evering:

LH Construction, Inc. ("LHI") submits this Letter of Intent seeking to lease a portion of the Orangeburg Municipal Airport for use as aircraft hangars. In addition to the information provided below, an initial diagram of the proposed location and scope of the hangars is attached as Exhibit A.

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**<u>Premises</u>**:

| | |
|---|---|
| Unimproved Land: | Approximately 1.74 Acres |
| Improved Land: | N/A |
| Planned Office Area: | TBD |
| Planned Hangar Area: | Approximately 75,600 square feet |

**<u>Term</u>**: Initial term not to exceed 30 years.

**<u>Option to Extend</u>**: Lessee shall have the right to extend the ground lease for two, five-year periods. The rental rate for each extension shall be at the greater of the then-current rate, as published by the airport and the CPI index (described below).

**<u>Rental Rate</u>**: Initial, base rental rate is $0.30 per square foot per year, which shall be increased annually by the CPI for All Urban Consumers.

**<u>Type of Lease</u>**: Ground lease is NET-NET-NET to Lessee, which requires Lessee to pay for all cost associated with the ground lease, for example, utilities, janitorial, trash services, taxes, and insurance.

**<u>Use</u>**: Aircraft hangars

**<u>Commencement</u>**: The ground lease shall commence with the execution of a ground lease.

**<u>Prepaid Rent</u>**: Upon execution of ground lease, Lessee shall prepay the first year's rental.

**<u>Lessee Improvements</u>**: Lessor shall provide to Lessee the following improvements at Lessee's sole cost and expense: 2 Rows of T-Hangars.

**<u>Development</u>**: Lessee shall develop the premises in accordance Exhibit A and the following:

1. Lessee has 6 months from executing the ground lease to begin construction of the project. If construction does not commence by then, Lessee shall pay to Lessor additional rent equal to 25% of the monthly base rent, until construction commencement.
2. Lessee has 12 months from executing the ground lease complete construction of the project. If a (final) certificate of occupancy is not obtained by then, Lessee shall pay to Lessor additional rent equal to 50% of the monthly base rent, until issuance of the (final) CO. Under no circumstances shall project completion take more than 24 months from execution of the ground lease.
3. If the project is not completed in 18 months from executing the ground lease, Lessor is entitled to (a) cancel the ground lease, or b) require Lessee to pay as additional rent an amount equal to 100% of

the base rent payable, until issuance of the (final) CO.

**Minimum Insurance Requirements:**

1. Comprehensive general liability: $1,000,000 per occurrence / $2,000,000 aggregate
2. Workers compensation: $1,000,000
3. Auto liability: $1,000,000
4. Real property: TBD
5. Builders all-risk: TBD
6. Hangars keeper: N/A

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The City and LHI intend that their discussions regarding Aircraft Hangars for the Orangeburg Municipal Airport should be concluded on or prior to May 1, 2026, either by the execution and delivery of a more formal agreement or by the cessation of discussions. The City and LHI each acknowledge that numerous contingencies exist with respect to this discussion, which may include, for example, local, state, and federal law requirements, various approvals, including approval by the City's governing body and/or LHI manager(s)/membership, and the negotiation, approval, and execution of various agreements, including a definitive ground lease agreement between the City and LHI.

Nevertheless, the City and LHI agree that the matters set forth in this Letter are, and are meant to be, mutual commitments to work together toward the stated understandings. This Letter is not a contract, and the City and LHI acknowledge that either entity is permitted to cease cooperation without penalty or recourse against the other entity at such time as either the City or LHI determines the objectives contemplated by this Letter are no longer feasible or for any other, or no, reason.

By signing below, the City and LHI, each for itself, expressly acknowledges that this Letter accurately summarizes the discussions at this stage. After signing, each entity shall keep a copy for itself and return an original to the other entity.

Sincerely,

Jason Goins
**LH Construction, Inc.**

**AGREED AND ACCEPTED:**
**CITY OF ORANGEBURG, SOUTH CAROLINA**

By:______________________________

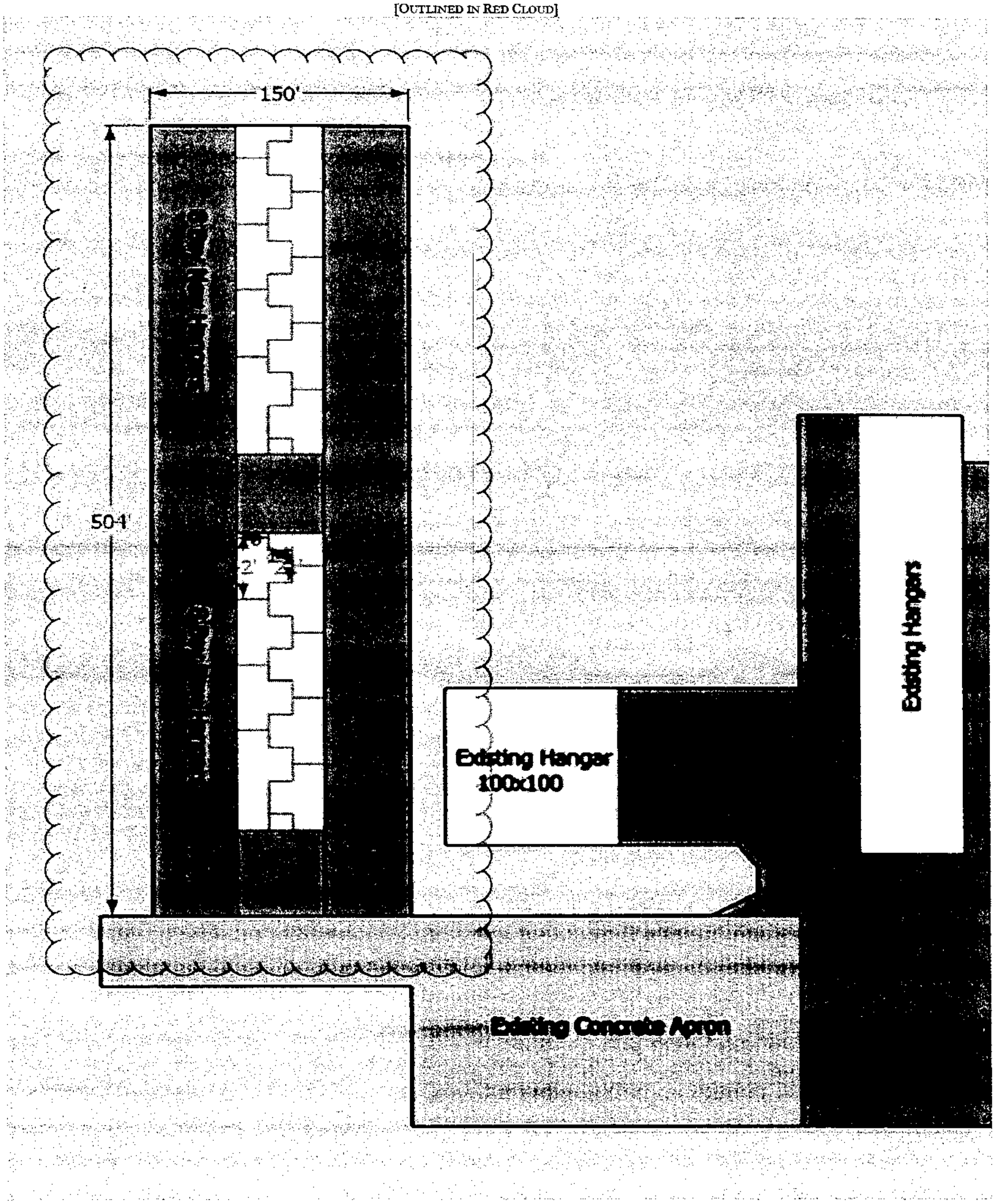
Title:______________________________

Date:______________________________

**EXHIBIT A**

INITIAL DIAGRAM/FOOTPRINT OF RENTAL/HANGAR AREA

[OUTLINED IN RED CLOUD]



**A RESOLUTION APPROVING A LETTER OF INTENT BETWEEN THE CITY AND WF MEDIA GROUP, LLC; AND PROVIDING FOR RELATED MATTERS.**

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

**WHEREAS**, the City owns and operates Stevenson Auditorium;

**WHEREAS**, the City has been approached by WF Media Group, LLC ("WFMG") desiring to provide for the use of Stevenson Auditorium as the host of a comedy entertainment venue named the "Joke Farm";

**WHEREAS**, the City Administrator, for and on behalf of the City, has negotiated and participated in drafting a proposed letter of intent between the City and WFMG, the substantially final form of which is attached to, and incorporated in, this Resolution as Exhibit A ("LOI");

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

**NOW, THEREFORE**, the Council resolves:

**Section 1.** ***Approval of Form of LOI.*** The LOI, which is attached as Exhibit A, is approved, and the LOI is incorporated in this Resolution by reference as if the LOI were set out in this Resolution in its entirety. The City Administrator is authorized, empowered, and directed to finalize the LOI, execute, the City Clerk, if and as appropriate, to acknowledge, and the City Administrator deliver the LOI in the name of and on behalf of the City, and to cause the executed LOI to be delivered to WFMG. Prior to its execution, the LOI shall not be substantively changed in any way that would be materially adverse to the City. The City shall not enter a definitive lease or other similar arrangement without prior approval, by ordinance, of the City Council.

**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.

ADOPTED BY the Council on October 21, 2025.

Mayor

Michael C. Butler

Members of Council

[signatures]

Attest: Ruida McDaniel

City Clerk

**EXHIBIT A**

**SUBSTANTIALLY FINAL FORM OF LETTER OF INTENT**

**PROPOSAL MEMORANDUM FOR LEASE/LICENSE ARRANGEMENT**

October [], 2025

PARTIES:

1. CITY OF ORANGEBURG, SC ("City")
2. WF MEDIA GROUP, LLC ("WFMG")

PURPOSE:

This memorandum outlines some foundational intentions between the City and WFMG to establish Orangeburg the primary production hub for WFMG's content: "Joke Farm at The Stevenson."

KEY INTENTIONS:

1. CITY CONTRIBUTIONS:
   - Office Space: Provide WFMG, through its brand, Joke Farm, use an administrative office suite at Stevenson Auditorium (979 Middleton Street, Orangeburg, South Carolina).
   - Access: Provide 24-hour, year-round, access to the administrative office suite for WFMG's operations.
   - Auditorium Use: Subject to the City's existing bookings, coordinating on City's annual events, and otherwise coordinating to make Stevenson Auditorium available for live event productions, television filming location, pre-production, and rehearsals for a mutually agreed-upon number of live events and television productions annually.

2. WFMG CONTRIBUTIONS:
   - Content Production: Produce an agreed on slate of media content and live events from the Orangeburg location, including:

     Live comedy events
     Live television productions
     Fireside chats, town hall events, and live podcast recordings
     Holiday specials and gospel/inspirational music concerts
     Feature film: "FMD"
     Annual Orangeburg Comedy Festival, beginning in 2027
     Specific Productions: The television series and specials to be produced include:
     "WE GOT THE JOKES" (26-episode series)
     "THE SEARCH FOR THE ONE" (comedy competition)
     "HEALTHY LAUGHTER"
     "A VERY FUNNY CHRISTMAS"
     "UNTITLED LIVE TALK SHOW"

   - Sponsorship & Branding: Acknowledge the City the "Powered By" sponsorship position within all WFMG programming.
   - Storytelling: Weave the story and positive attributes of Orangeburg into select productions to highlight the community with all storylines being approved by the City.
   - Rental: The City will receive 20% of all gross ticket sales (online and on-site at the Stevenson Auditorium) for WFMG all events.
   - Educational Initiatives: Offer bi-annual educational and mentorship opportunities to both high school and college-aged students.

The City and WFMG intend that their discussions regarding Stevenson Auditorium need to be concluded prior to [] [], 202[], either by the execution and delivery of a more formal agreement or by the cessation of discussions. The City and WFMG each acknowledge that numerous contingencies exist with respect to the Stevenson Auditorium, which may include, for example, local, state, and federal law requirements various approvals, including approval by the City's governing body and/or WFMG manager(s)/membership, and the negotiation, approval, and execution of various agreements, including a definitive use agreement between the City and WFMG.

Nevertheless, the City and WFMG agree that the matters set forth in this Memorandum are, and are meant to be, mutual commitments to work together toward the stated understandings. This Memorandum is not a contract, and the City and WFMG acknowledge that either entity is permitted to cease cooperation without penalty or recourse against the other entity at such time as either the City or WFMG determines the objectives contemplated by this Memorandum are no longer feasible or for any other, or no, reason.

By signing below, the City and WFMG, each for itself, expressly acknowledges that this Memorandum accurately summarizes the commitments at this stage. After signing, each entity shall keep a copy for itself and return an original to the other entity.

**WF MEDIA GROUP, LLC**

________________________________________

Name: Akintunde Q. Warnock, Sr.
Title: Co-Founder & President
WF Media Group/Joke Farm
Date: October [], 2025

**<u>AGREED AND ACCEPTED BY:</u>**
**CITY OF ORANGEBURG, SOUTH CAROLINA**

________________________________________

Name: Sidney Evering II
Title: City Administrator
Date: October [], 2025