

**City Council Minutes
December 2, 2025**

Orangeburg City Council held its regularly scheduled meeting on Tuesday, December 2, 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 Keitt seconded by Mayor Pro Tem Kalu to approve November 18, 2025, minutes. The motion was unanimously approved.

Mayor Butler recognized Self-discipline as the December Orangeburg County Community of Character Tract.

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, “As you may recall from the last meeting, this ordinance will revamp the entire animal control ordinance. Some highlights include the ordinance would include the general care and welfare provision that all owners provide food, water, shelter, and veterinary care for animals. Any agricultural animals such as cows, horses, mules, goats, animals of the like would require special permission from DPS. It would allow up to four chickens on residential properties but no roosters. It prohibits unsafe tethering and short leashes or chains or collars that choke animals. It bans certain exotic animals. There is no grandfather clause included but if that is Council’s desire we can include grandfather language in the ordinance. I was copied on an email from the United States Association of Reptile Keepers who had some concerns about portions of the ordinance as it relates to exotic animals. They quoted a ban on completely harmless species, no provisions for current owners to keep animals with grandfather provisions. Stated there were vague definitions that are open to interpretations. They felt like the ordinance was overreaching.”

Councilmember Hannah asked, “How does our animal control ordinance compare to similar size municipalities animal control ordinances?”

City Attorney Mosser stated, “Some of the objections were it was not an exhaustive list. It was an included but not limited to approach and that is generally what we are seeing with other municipalities in the state such as Charleston and Columbia. Regarding the County, their definition is the same. Theirs is exotic creatures is a category that includes but is not limited to the following lions, tigers, cougars, various other large cats, bears, wolves, coyotes, jackals, crocodiles, alligators, similar carnivores, monitors those types of snakes that fit the foregoing definition of exotic creature and those creatures which went in captivity in United States have traditionally been confined in zoos. Some of the objections that we received or the comments that came in objected to that language, that is already what the County has, and it is my understanding that they have had that in place since 2009. So, we are not paving new ground as it relates to a wide, relatively wide definition of exotic creatures. Ours is not word for word with the County but we include some additional descriptions as to constrictor snakes for example, but it largely tracks with the County.”

Councilmember Hannah stated, “Most people do not have exotic animals. How do we rank with other towns with cats and dogs?”

City Attorney Mosser stated, “I think largely the City’s proposal is consistent that dogs must be tagged and identified and must meet basic necessities. Again, that is in the County code presently. The provision that they are not allowed to run at large and if they are running at large, they can be seized by animal control that is largely consistent with the way other municipalities operate and with dogs it is consistent with prior City code. If you look back at the old chapter, it addressed

dogs and cats. So, it is tweaked and updated but I think most of the comments we received were more directed to the additions which were not specific as to dogs and cats. The parts that are enhanced and updated as to dogs and cats more pertain to addressing the owner and how to try to identify the owner and communication with the owner if an animal is seized running at large."

Councilmember Grevious asked, "What process would one follow if they wanted to seek special permission for an exception with one of these items that is listed in the ordinance. What would be the parameters or guidelines that would need to be met for them to be granted special permission or is this a process we are asking them to follow?"

Chief Austin stated, "We would need guidelines from Council incorporated into the ordinance. I would not want to undertake something like this arbitrarily."

Mayor Butler stated, "I feel we need to make rules to protect the public because those animals are wild, you cannot domesticate them. If they get out and harm someone, it will be a problem. I think we need to be careful with these exotic animals."

Councilmember Hawkins stated, "I am all for the domesticated animals such as dogs, cats and keeping them safe. I think the definition of exotic animals in this ordinance is extremely broad. I think it could end up restricting people from owning animals that are not really a problem. If we are going to regulate something like this, we need to be clear about what we mean and not leave it up to interpretation. One person sent me an email of a picture of 6-8-inch lizards and stated they were full grown. I do not think that is something that will get out and hurt someone. We can buy these here in Orangeburg County at local pet stores. I do not think it is appropriate to ban someone's right to have those. I think DPS will need training on identification. Chief Austin, do you have anyone in the department that is familiar with reptiles? If this ordinance does pass and you get a tip or a call or you are in a house for a domestic issue and see these animals, we need someone who is capable of properly identifying these animals before we start taking animals out of people's homes."

Chief Austin stated, "We would need to expand the training that is available for our current animal control officers."

Councilmember Hawkins stated, "I think the exotic animals need to be excluded for now until we get clear definitions. Animals are kept in zoos; birds are kept in zoos so technically that would be against ordinance. I do not think it is fair to someone that has one of these animals and does not know if they are going to be grandfathered in. If they go to DPS and get a permit, what are the restrictions within the permit, are we going to say no to everybody? What is the protocol in place that we can follow and make sure this is done the right way?"

Councilmember Grevious stated, "I agree. I would like to have more time to spend with this and flesh out some of these details before it passes. I think there is some broad language. I do want to protect the citizens, but I think we need to be more specific in terms of language."

Mayor Butler stated, "If it pleases Council, let's put it on hold till we can get the specific language on the exotic portion."

Mayor Pro Tem Kalu stated, "When we bring this back, we need clear definitions for exotic animals. We need to define a controlled environment and define the liability of someone who has an exotic animal and it hurts someone. There are a lot of ambiguities within this ordinance that we need to define to make it more specific for DPS to be able to execute duties properly."

Mayor Butler stated, "I want to request each Councilmember look through the ordinance on the exotic part and share information with the attorney so he can prepare for the next meeting."

Councilmember Grevious stated, "We need to share whatever recommendations or suggestions we have with the attorney to include a grandfather clause."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Grevious to table second reading of an ordinance amending, restating, striking and replacing Chapter 12 of the City Code – Animal Control to the next meeting dated December 16, 2025. The motion was unanimously approved.

City Administrator Evering addressed Council concerning second reading of an ordinance amending Chapter 2 (Administration) of the City code by amending Section 2-1.2 (Election procedure for Mayor and Councilmembers) to provide for the nomination of candidates for Mayoral and Council Candidates by petition. He stated, "As a reminder, this ordinance would reinstate the petition method that the City once had. Candidates for Mayor and Council would now be required to qualify by submitting a nominating petition. Petitions must be filed with the Municipal Election Commission no fewer than 45 days before the election. Petitions must contain signatures of at least five percent of qualified electors of the candidate's district or for the entire City for any candidate running for Mayor. Petitions are reviewed by the Supervisor of Registration who will certify the petitions for candidates no fewer than 30 days before the election. At the last meeting, there were questions as to how many other cities have this petition method. There are 17 of the 272 municipalities in the state that currently follow this method."

Councilmember Hawkins stated, "I sent an email to Council. Only 17 out of 272 municipalities in South Carolina are using this filing which means more than 93% of municipalities do not use this filing. I think there is a reason. I do not think it is fair that someone can sign a petition and never even vote. Somebody can sign two different petitions. It proves nothing in my opinion about whether a candidate is serious or supported. If someone is truly committed to serving Orangeburg, their votes on election day will reflect that, not how many signatures they can gather. My opinion, we have much larger issues within the City that deserve our attention. Going backwards to an old system that we moved away from creates confusion and mistrust. I ask my fellow Councilmembers to please vote no on this. Let's keep our elections open, fair and accessible for everyone who wants to serve their community."

Mayor Pro Tem Kalu stated, "I would like to approve second reading of this ordinance to give me a chance to read the email Councilmember Hawkins sent."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve second reading of an ordinance amending Chapter 2 (Administration) of the City code by amending Section 2-1.2 (Election procedure for Mayor and Councilmembers) to provide for nomination of candidates for Mayoral and Council Candidates by petition. The motion was approved 4-3. Councilmember Hannah, Councilmember Hawkins and Councilmember Knotts opposed.

A motion was made by Councilmember Grevious, seconded by Councilmember Knotts to cancel the January 20, 2026, City Council meeting due to the MASC Hometown Legislative Action Day. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a resolution approving the City Administrator to enter contract with Palmetto Corp of Conway in the amount of \$5,226,247 for Runway 17-35 Pavement Rehabilitation Project at Orangeburg Municipal Airport. He stated, "This is a project that would repave those two runways. It would provide a safer surface for aircraft that are flying in and out of the airport. It will be paid primarily with FAA Grant paying up to 95% of the cost. Two and half percent of the cost would be paid by the State Aeronautics Commission and the remaining two and half percent will be paid by the City with Capital Project Sales Tax Funds allocated to pay the matching grant funds."

Councilmember Hannah asked, "Would this rehabilitation project hamper the airport in any way of receiving planes?"

City Administrator Evering stated, "The project is slated to start in March and be completed within 70 days, but I imagine there will be some adjustments that have to be made."

Interim Public Works Director Epting stated, "That runway will have to shut down for a small amount of time to do the resurfacing of the project. They will try to keep it open as long as they can as well as the other runway that we have will remain open."

A motion was made by Councilmember Hawkins, seconded by Councilmember Keitt to approve a resolution approving the City Administrator to enter contract with Palmetto Corp of Conway in the amount of \$5,226,247 for Runway 17-35 Pavement Rehabilitation Project at Orangeburg Municipal Airport. The motion was unanimously approved.

Assistant City Administrator Williams addressed Council concerning first reading of an ordinance for consideration of a Zoning District Map change from A-1 Residential, Single-Unit District to O-I, Office Institutional Residential District for property belonging to the City of Orangeburg located at 1895 Columbia Road TMS# 0174-17-08-005.000. She stated, "This was recommended by the Planning Commission at the November 20 meeting. A Public Hearing was held on the proposed change. This property belongs to the City of Orangeburg. It is a house located on Columbia Road. If you are facing the house to the left is commercial property and there is commercial property across the street. The change was in consideration of trying to align with those commercial properties. We sent out letters to all the residents in the area to notify them of the change pending and there was no one present at the Planning Commission meeting to speak in support or against the change"

Councilmember Hawkins asked, "Is this property is owned by the City? Is a current residence or house on the property?"

Assistant City Administrator Williams stated, "Yes, there is a house, but it has been abandoned for many years."

Councilmember Hawkins asked, "Will the house be demolished as a part of this?"

Assistant City Administrator Williams stated, "I do not think so."

Councilmember Hawkins asked, "What is the reason for changing the zoning?"

Assistant City Administrator Williams stated, "From my understanding it was to align with the commercial properties that are adjacent to it, and then also across the street. The property is currently listed for sale."

Councilmember Hawkins asked, "How did we acquire this property?"

Mayor Buter stated, "I do not know how we acquired it as when I came here, it was owned by the City."

A motion was made by Councilmember Keitt, seconded by Councilmember Grevious to approve first reading of an ordinance for consideration of a Zoning District Map change from A-1 Residential, Single-Unit District to O-I, Office Institutional Residential District for property belonging to the City of Orangeburg located at 1895 Columbia Road TMS# 0174-17-08-005.000. The motion was unanimously approved.

Assistant City Administrator Williams addressed Council concerning first reading of an ordinance for consideration of a Zoning District Map change from A-2 Residential, Multi-Unit District to B-1, General Business District for property belonging to Paragon Development of SC, LLC located at 237 Maxey Street TMS# 0173-15-14-034.000. She stated, "The Planning Commission held a public hearing. One person attended to understand what was going on. A member from the Paragon Development Group also attended so that he could address questions. On your screen is a rendering of the property. The Planning Commission recommended the proposed changes. The Paragon Company is looking to use this property and the adjacent one which is listed next on the agenda to develop both for student housing."

Mayor Butler asked, "Will there be multiple student housing there, like apartments?"

Assistant City Administrator Williams stated, "I am not clear right now on the number of units but yes they are looking at multiple units for those locations."

Mayor Butler stated, "Council for your information, South Carolina State University and Claflin University are in desperate need of student housing as they had to turn away several students because of not enough housing. Students have always lived along Maxey, Oak, and Boulevard Streets so they can walk to class."

Councilmember Grevious asked, "Do we know how many houses remain on Maxey Street that are occupied by residents?"

Assistant City Administrator Williams stated, "I do not know that number, but I can find out."

Councilmember Hawkins asked, "What is the map in the packet that is yellow highlighted?"

Assistant City Administrator Williams stated, "The two parcels that we are talking about, which is numbered seven and eight on the agenda are the two areas that are not shaded that will be developed by the Paragon Group. The area in and around the property is highlighted in yellow."

Councilmember Hannah stated, "Anytime someone is willing to invest their money to update in the community, it is a good thing. We know this building will make something nice, better, and will not only help the students, but will also help Orangeburg."

A motion was made by Councilmember Keitt, seconded by Councilmember Grevious to approve first reading of an ordinance for consideration of a Zoning District Map change from A-2 Residential, Multi-Unit District to B-1, General Business District for property belonging to Paragon Development of SC, LLC located at 237 Maxcy Street TMS# 0173-15-14-034.000. The motion was unanimously approved.

Assistant City Administrator Williams addressed Council concerning first reading of an Ordinance for consideration of a Zoning District Map change from A-2 Residential, Multi-Unit District to B-1, General Business District for property belonging to Paragon Development of SC, LLC located at 245 Maxcy Street TMS# 0173-15-14-033.000. She stated, "These properties are side by side. Paragon is looking to develop that entire area with student housing. Someone from Paragon attended the Planning Commission meeting to talk about their plans. One resident spoke at the public hearing to understand what was going to take place. The Planning Commission recommended the changes to the area."

Councilmember Grevious asked, "Is the playground a part of their property? Will the playground stay?"

Assistant City Administrator Williams stated, "No, it is not a part of their property and yes the playground would stay to my understanding."

A motion was made by Councilmember Grevious, seconded by Councilmember Keitt to approve first reading of an Ordinance for consideration of a Zoning District Map change from A-2 Residential, Multi-Unit District to B-1, General Business District for property belonging to Paragon Development of SC, LLC located at 245 Maxcy Street TMS# 0173-15-14-033.000. The motion was unanimously approved.

A motion was made by Councilmember Grevious, seconded by Councilmember Knotts to go into Executive Session concerning discussion of negotiations incident to proposed contractual arrangements and the receipt of legal advice – SC Code Sec. 30-4-70(a)(2) 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





**RESOLUTION APPROVING THE CITY ADMINISTRATOR TO ENTER A CONTRACT
WITH PALMETTO CORP OF CONWAY (\$5,226,247) FOR RUNWAY 17-35
PAVEMENT REHABILITATION PROJECT AND THE ORANGEBURG
MUNICIPAL AIRPORT; 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 engaged in a bid process and selected Palmetto Corp of Conway ("PCC") desiring to provide for construction services for the Runway 17-35 Pavement Rehabilitation Project in an amount not to exceed \$5,226,247;

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

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

NOW, THEREFORE, the Council resolves:

Section 1. Approval of Form of Contract. The Contract, which is attached as Exhibit A, is approved, and the Contract is incorporated in this Resolution by reference as if the Contract were set out in this Resolution in its entirety. The City Administrator is authorized, empowered, and directed to finalize the Contract, execute, the City Clerk, if and as appropriate, to acknowledge, and the City Administrator to deliver the Contract in the name of and on behalf of the City, and to cause the executed Contract to be delivered to PCC. Prior to its execution, the Contract shall not be substantively changed in any way that would be materially adverse to 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.

ADOPTED BY the Council on December 2, 2025.

Mayor

Michael C. Butler

Members of Council

[Signature]
[Signature]
Daphne R. Brown
Zimmerman Keith
[Signature]
[Signature]



Attest:

City Clerk

Linda McDaniel

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF CONTRACT

[PALMETTO CORP OF CONWAY - RUNWAY 17-35]

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 202__, by and between the City of Orangeburg, South Carolina, hereinafter called the Owner and Palmetto Corp of Conway hereinafter called the Contractor.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the Owner, for the construction of work performed, agree that:

1. Scope of Work: The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated plans, specifications and contract documents which are attached hereto and made a part thereof as if fully contained herein: Runway 17-35 Pavement Rehabilitation Project.

SPECIFICATIONS AND CONTRACT DOCUMENTS:

- (a) Notice to Bidders
- (b) Instructions to Bidders
- (c) Proposal (as Accepted)
- (d) Performance Bond and Labor and Materials Payment Bond
- (e) General Provisions
- (f) Technical Specifications
- (g) Addendum No. 1 dated April 24, 2025
- (h) Addendum No. 2 dated May 1, 20225
- (i) Addendum No. 3 dated n/a
- (j) Addendum No. 4 dated n/a
- (k) Drawings prepared by W.K. Dickson & Co., LLC., 1320 Main Street, Suite 400, Columbia, SC 29201, dated September 3, 2025.

Contract Amount \$5,226,247.00

Contract Time: 70 Calendar Days

Liquidated Damages for Contract Time Overrun: \$2,000 Per Calendar Day

2. The Contractor shall commence the work to be performed under this contract not later than the date set by the Engineer in written notice to proceed, said date to be not less than ten (10) days after issuance of notice to proceed.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this contract, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit/or lump sum prices as are set forth in the accepted Proposal for quantities of each item actually accomplished. The Contractor shall repair or replace all defective work promptly and at no cost, charge or expense to the Owner. The warranty and guaranty, as provided for in this paragraph, are in addition to and not in limitation of any other bond, warranty or guaranty provided to the Owner by the Contractor or by a manufacturer, supplier or otherwise, or any other cause of action, right or remedy.

4. The Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less the specified retainage. All work must be performed strictly in accordance with this Contract and all work is subject to acceptance by the Owner.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, materials, bills and other cost incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Contract shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the Owner.

6. If at any time after the execution of this Contract and the bonds hereto attached; the Owner shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if for any reason any such bond ceases to be adequate to cover the performance of the work or the payment for labor or materials, the Contractor shall, at his expense and within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional bonds shall have been furnished in a manner and form satisfactory to the Owner.

7. In respect to each phase of the work and for one (1) year from and after the date on which such phase is accepted for use by the Owner, or for such longer period as may be provided for in any written warranty or guaranty, the Contractor warrants and guarantees the work (including but not limited to all labor and materials in respect thereto); and the Contractor shall repair or replace all defective work promptly and at no cost, charge or expense to the Owner. The warranty and guaranty, as provided for in this paragraph, are in addition to and not in limitation of any other bond, warranty or guaranty provided to the Owner by the Contractor or by a manufacturer, supplier or otherwise, or any other cause of action, right or remedy.

8. The Owner may in its sole discretion suspend this Contract for ninety (90) days or terminate this Contract at any time, whereupon the Contractor shall be paid only for the work actually performed, the materials actually delivered to the job site, and the materials specifically ordered by the Contractor for this project if such specifically ordered materials cannot be returned to the manufacturer or supplier by the Contractor at no cost or expense to the Contractor. (It is understood, however, that the Contractor shall return all specifically ordered materials if the Owner agrees in writing to reimburse the Contractor for all of the latter's costs and expenses incurred in so returning the materials.) The Contractor shall not be entitled to recover any anticipated profits. This paragraph applies only to those situations where the Owner suspends or terminates this Contract for reasons other than the Contractor's performance or breach of or default under this Contract.

9. This Contract is made and entered into in [Orangeburg], South Carolina, and South Carolina law shall govern and apply to this Contract. In the event of a dispute or disputes between the parties hereto, and in the event litigation is instituted, such litigation shall be commenced only in a state superior or district court in [Orangeburg], South Carolina, and each party hereby waives any right or claim for a change of venue from [Orangeburg], South Carolina.

10. Regardless of which party hereto is responsible for the preparation and drafting of this Contract, it shall not be construed more strictly against either party.

11. Whenever the context permits, words herein in any gender shall include the masculine, feminine and neuter.

12. This Contract may not be assigned by the Contractor unless the Owner has consented in writing to the assignment.

IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this contract on the date first above written in three counterparts, each of which shall be deemed an original contract.

WITNESS:

Alvin Votx
(As to Contractor)

Palmetto Corp of Conway
(Contractor) (Seal)

WITNESS:

By John G. Gable

(Secretary – Treasurer)

City of Orangeburg, South Carolina
(Owner) (Seal)

By _____