

# CITY COUNCIL MINUTES

JANUARY 6, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, January 6, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Mayor Pro Tem Keitt.

## PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

A motion was made by Councilmember Rheney, seconded by Mayor Pro Tem Keitt, to approve the December 16, 1997, City Council Minutes as distributed. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Rheney, to appoint the following persons to the Board of Zoning Appeals:

Alfred S. Gramling	At Large
Paul Moon	District #1
Harry McCullohs	District #3
Pernetta Brice	District #5

This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Rheney, to appoint the following persons to the Planning Commission:

Gerald Runager	At Large
C.C. Harness	District #1
Don Tribble	District #3
George Caldwell	District #5

This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Rheney, to appoint the following persons to the Aviation Commission:

Charles Jernigan	At Large
Jim Rocquemore	District #1
E.O. Hudson	District #3
Patricia Rose	District #5

This motion was unanimously approved.

City Administrator Yow asked Council to authorize an agreement with South Carolina State University and Claflin College to share in the cost of purchasing a 100 foot aerial platform pumper. The agreement states that South Carolina State University will pay up to 30% of the cost, interest and carrying costs not to exceed \$229,075. This will be paid in seven equal annual installments, the first payment being due and payable on June 1, 1998. Claflin College will pay up to 10% of the costs, interest and carrying costs, not to exceed \$74,900. This will be paid in seven equal annual installments of \$10,700, the first payment being due and payable on June 1, 1998.

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Councilmember Haire about that the other facility with a high-rise structure who had not agreed to participate in the agreement, what policy would apply should a fire develop there? City Administrator Yow stated that the new aerial truck will be used as a first response to all entities with high rise structures. Also, the rates for commercial business and industries will be reviewed before contracts are renewable in March.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to enter into an agreement with South Carolina State University and Claflin College to share in the cost of purchasing a 100 foot aerial platform pumper. This motion was unanimously approved.

Mayor Cheatham stated that as a result of the New Year's Eve shooting death of Highway Trooper First Sergeant Frankie Lee Lingard, who was not wearing a protective vest, he would like a review of the City's policy on requiring law enforcement officers to wear the vests.

DPS Director Davis stated that we will have it reviewed and we'll meet on that shortly. All officers are issued a vest. Our policy is like other agencies--if it's issued, wear it; but it's not, at this point absolutely mandated.

There were no DPL matters brought before Council.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to enter into an Executive Session for a personal matter concerning the Department of Public Utilities--Administration Division.

There being no further business, the meeting was adjourned.

Respectfully submitted,

*Sharon G. Fanning*

Sharon G. Fanning  
City Clerk

/pfb



**SPECIAL SESSION**  
**CITY COUNCIL MINUTES**  
**JANUARY 12, 1998**

Orangeburg City Council held a Special Session Meeting on Monday, January 12, 1998 at 6:00 P.M. in the Assembly Room of the Department of Public Utilities, 1016 Russell Street with Mayor Martin C. Cheatham presiding. An invocation was given by Mayor Cheatham.

PRESENT: Martin C. Cheatham, Mayor  
L. Zimmerman Keitt, Mayor Pro Tem  
Bernard Haire  
Sandra P. Knotts  
Paul A. Miller  
W. Everette Salley  
Joyce W. Rheney

Mayor Cheatham opened the meeting by thanking everyone for attending the Special Session of City Council.

The meeting was then turned over to James F. Walsh, City Attorney.

James Walsh reported to Council the purchase of the Brailsford property, which adjoins the Edisto Gardens, was completed last week. The purchase price was \$129,300.

Mayor Cheatham stated he was glad this purchase was complete. It will be a real plus for future plans.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to enter into an Executive Session for the discussion of a personnel matter concerning the Department of Public Utilities, Administrative Division. This motion was unanimously approved. Council then entered into Executive Session.

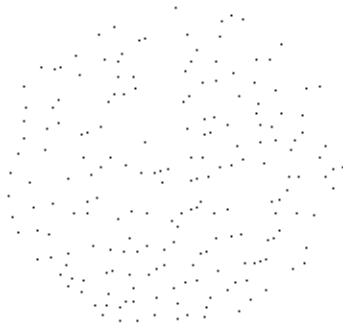
Council entered into Open Session. A motion was made by Mayor Pro Tem Keitt and seconded by Councilmember Miller for Council to go on record as reinstating Mr. Sam Farlow to a position with the Department of Public Utilities with back pay. Mayor Pro Tem Keitt stated Council would leave it up to Mr. Boatwright as to the position. This motion was unanimously approved.

There being no further business, the meeting was adjourned.

Respectfully submitted,

*Becky A. Austin*

Becky A. Austin, Secretary to Manager  
Department of Public Utilities



# CITY COUNCIL MINUTES

January 20, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, January 20, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Mayor Cheatham.

## PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the January 6, 1998, City Council Minutes as distributed. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Rheney, to approve the January 12, 1998, Special City Council Minutes as distributed. This motion was unanimously approved.

Mr. Joe Binnicker of C.C. McGregor and Company reported to Council the FY 1996-97 audit results. The City and DPU received an unqualified opinion. He stated the City's General Fund showed a \$336,000 increase over the previous years' fund balance. DPU showed an 8% increase in Retained Earnings income. Hillcrest Golf Course and Pro Shop had a \$56,000 net operating income with \$26,000 being set aside in a Capital Projects Fund to build cart paths. The Orangeburg Municipal Airport showed a \$43,000 loss, which was supported through a transfer from the City's General Fund and the Stevenson Auditorium Renovation Fund had \$90,000 at year end for the renovation project.

Mr. Binnicker thanked the City and DPU employees for their help and cooperation during the audit. Mayor Cheatham stated he looked forward to even a better report next year, "even though it can't get much better."

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to authorize the acceptance of a \$26,496.50 grant from the SC Department of Commerce, Division of Aeronautics, for the clearing and stumping project for the new Runway 17/35 at the Orangeburg Municipal Airport. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Haire, for authorization to accept a \$20,000 P.A.R.D. Grant from the SC Department of Parks, Recreation and Tourism for lighting of the fourth soccer field at Hillcrest Recreational Complex. This motion was unanimously approved.

City Administrator Yow asked Council to approve an Ordinance to lease the formerly known as Belk Hudson hangar at the Orangeburg Municipal Airport to Patten Seed Company. Patten Seed Company is parent company of Super Sod. He stated that the hangar will house two (2) planes—one owned by Patten Seed Company and one owned by Willrock, Inc. This will be a two-year agreement with an annual rental fee of \$4,200.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the First Reading of an Ordinance to lease a hangar at the Orangeburg Municipal Airport to Patten Seed Company. This motion was unanimously approved.

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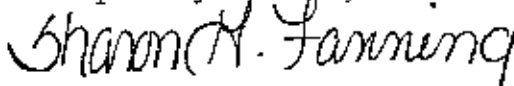
DPU Manager Boatwright asked Council for their approval of a low bid from Heitkamp, Inc., of Watertown, CT in the amount of \$237,777 for this years cement lining of another portion of the old cast iron water lines in the City. The budget amount was \$310,750. The bid was \$72,973 lower than the budgeted amount. He stated because the bid cost was so much lower than expected, 1,670 feet of 10" pipe on Russell Street will be added. The \$237,777 includes this 1,670 feet on Russell Street.

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to pass a Resolution to accept the low bid of \$237,777 from Heitkamp, Inc., of Watertown CT, for the third phase of cleaning and cement lining cast iron piping. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to enter into an Executive Session for a legal matter concerning the Department of Public Safety and an update on Bellsouth vs the City.

There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



## RESOLUTION

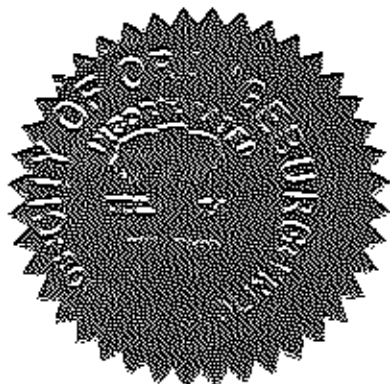
WHEREAS, the Department of Public Utilities of the City of Orangeburg, South Carolina, received bids on January 7, 1998 for cleaning and cement mortar lining 12,900 linear feet of non-lined cast iron water distribution piping in the city limits; and

WHEREAS, the low responsible bid for this work was submitted by Heitkamp, Inc. of Watertown, Connecticut in the amount of \$237,777.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Members of Council of the City of Orangeburg, in Council assembled, and by authority of the same, that the low responsible bid shown above be accepted; and

BE IT FURTHER RESOLVED THAT Fred H. Boatwright, Manager of the Department of Public Utilities, be authorized and he is hereby directed to execute the contract documents on behalf of the Department of Public Utilities of the City of Orangeburg.

PASSED by City Council, in Council assembled, at Orangeburg, South Carolina this 20<sup>th</sup> day of January, 1998.



Martin C. Heitkamp  
Mayor

Samuel Haire

Sandra P. Lutes

James M. Smith

James H. Haire

Donald L. Lutes

James H. Haire

Members of Council

ATTEST:

Sharon A. Lanning  
City Clerk and Treasurer

## CITY COUNCIL MINUTES

### FEBRUARY 3, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, February 3, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Reverend Charles Hopkins.

#### PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Joyce W. Rheney  
W. Everette Salley

#### ABSENT:

Paul A. Miller

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Knotts, to approve the January 20, 1998, City Council Minutes as distributed. This motion was unanimously approved.

Ms. Novice Walker, property owner, on Douglas MacArthur Street asked for Council's help in requesting to be put on the County Transportation Committee's paving list. Ms. Walker stated that she has been trying to get the .3 mile street paved since 1989. She owns forty-four (44) apartment units on the street and Mr. Jack Weaver owns twelve (12) units. Mayor Cheatham stated that the City does not receive any of the "C-Fund" money from the Transportation Committee. He thought the Committee at this time only has one member left. He suggested that Ms. Walker needed to contact Senator Hutto and Senator Matthews and also House Representative Govan on this issue. Mayor Pro Tem Keitt stated that the request needed to be put in writing.

A motion was made by Councilmember Haire, seconded by Mayor Cheatham, to make a request to the County Transportation Committee for Douglas MacArthur Street to be put on the priority list of paving projects. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to approve the Second Reading of an Ordinance to lease a hangar at the Municipal Airport to Patten Seed Company. This motion was unanimously approved.

City Administrator Yow gave Council an update on the Russell Street Inn Redevelopment Project. He stated that Regency Development Association Inc., plans to renovate the hotel and an adjacent building as apartments and will seek state support in the upcoming funding cycle. Applications to the South Carolina State Housing and Finance Authority will be submitted in April or May of 1998. Regency Development Association will know if their application is successful by June or July.

City Administrator Yow asked Council to pass a Resolution opposing the Inordinate Burden Bill. He stated the Bill would restrict Home Rule by taking away local government's power over land use, zoning and community standards. A similar law was enacted in Florida and the number of lawsuits that resulted from the Bill has posed a serious liability for the taxpayers of that state. Mayor Cheatham stated that, "We don't need them taking any more of our authority and the right to make decisions locally."

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to pass a Resolution to oppose the Inordinate Burden Bill. This motion was unanimously approved.

City Administrator Yow recommended to Council to raise the Stevenson Auditorium rental rate by \$50.00 to provide for a monitor because of the concerns of persons not following the rules and

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policies of the auditorium, which has the potential to cause great damage to this valuable asset. He stated the current rental rate is \$200.00, plus \$16.76 an hour for the custodians overtime, with a \$100.00 refundable damage deposit. The extra \$50.00 will be used to monitor activities during performances. He stated the monitor will be paid his regular hourly rate. On some events the City will come out ahead and on others it may not. The charge is primarily because people still violate the ban on food and drinks inside the auditorium.

Mayor Cheatham stated that the monitor needed to be a DPS officer or someone who carries a badge to better enforce the policies. City Administrator Yow stated that the monitor would be an officer or someone trained with direct contact with the Department of Public Safety.

A motion was made by Councilmember Haire, seconded by Mayor Pro Tem Keitt, to raise the Stevenson Auditorium Rental rate by \$50.00. This motion was unanimously approved.

City Administrator Yow recommended to Council to pass a Resolution increasing suburban fire contract rates. He stated the rates on homes, mobile homes and apartments will increase about 5% while the major increases are in the area of industrial customers.

Councilmember Salley questioned the actual cost to fight fires, at such locations as gasoline stations, compared with the contract cost and the number of contract holders.

City Administrator Yow stated that those with contracts should not be penalized because others do not have them. Councilmember Salley stated, "Don't penalize our citizens either." City Administrator Yow stated for those without contracts, the City will respond to a fire, but there's a \$500 service charge, plus the cost of the contract, which must be paid before the fire report is released. Mayor Cheatham stated the City is going to have to look at an alternate way of billing for fire service outside the City. City Administrator Yow stated that one option is to look at a fire tax district, but it will require much further study.

A motion was made by Mayor Cheatham, seconded by Councilmember Haire, to pass a Resolution to set Suburban Fire Protection Rates as authorized under Section 18-4.2 of the City of Orangeburg Code of Ordinances. This motion was unanimously approved.

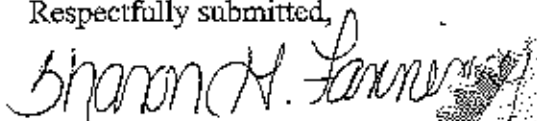
City Administrator Yow presented to Council renovation plans for the sidewalk/landscape area in front of City Hall. The beautification work will tie in with the DORA's theme and will be done at the same time needed drainage improvements are made.

City Administrator Yow introduced David Bushyager, the new Assistant City Administrator, who began work on January 30, 1998.

There were no utility matters brought before Council.

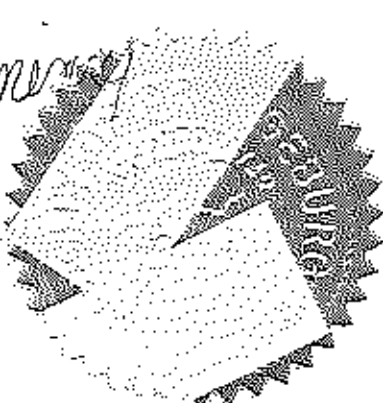
There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb







## RESOLUTION

### RESOLUTION OF CITY COUNCIL TO SET SUBURBAN FIRE PROTECTION RATES AS AUTHORIZED UNDER SECTION 18-4.2 OF THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG SOUTH CAROLINA

WHEREAS, the City of Orangeburg, South Carolina provides fire protection and other related services to the suburban areas outside the city; and

WHEREAS, a large Majority of the emergency calls are in the suburban areas; and

WHEREAS, the City incurs substantial costs in providing this service; and

WHEREAS, the City strives to maintain and improve its level of Public Safety services.

**NOW THEREFORE, BE IT RESOLVED**, that the Orangeburg City Council sets the rate for fire protection for annual suburban fire contract protection, effective February 3, 1998, as follows:

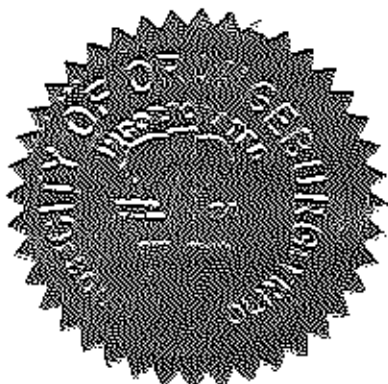
#### SUBURBAN FIRE PROTECTION RATES

1.	1st house less than 900 square feet	\$ 58.00
	All other miscellaneous structures on same lot	\$ 40.50
2.	1st house 900 square feet to 1499 square feet	\$ 81.00
	All other miscellaneous structures on same lot	\$ 64.00
3.	1st house 1500 square feet to 2099 square feet	\$ 87.00
	All other miscellaneous structures on same lot	\$ 69.50
4.	1st house 2100 square feet to 2699 square feet	\$ 92.50
	All other miscellaneous structures on same lot	\$ 75.50
5.	1st house 2700 square feet to 3299 square feet	\$ 98.50
	All other miscellaneous structures on same lot	\$ 81.00
6.	1st house 3300 square feet to 3899 square feet	\$104.00
	All other miscellaneous structures on same lot	\$ 87.00
7.	1st house 3900 square feet and larger	\$110.00
	All other miscellaneous structures on same lot	\$ 92.50
21.	Single Wide Trailer	\$ 58.00
22.	Double Wide Trailer	\$ 81.00
23.	Mobile Home Park, Each Single Wide Trailer	\$ 58.00
	Mobile Home Park, Each Double Wide Trailer	\$ 81.00
31.	Apartments less than 900 square feet - 1st apt.	\$ 58.00
	All other apartments	\$ 40.50
32.	Apartments 900 square feet or larger - 1st apt.	\$ 81.00
	All other apartments	\$ 64.00
33.	Duplex, each apartment less than 900 square feet	\$ 58.00
	Second Duplex, less than 900 square feet	\$ 40.50
34.	Duplex, each apartment 900 square feet or more	\$ 81.00
	Second Duplex, 900 square feet or more	\$ 64.00
35.	Apartments less than 900 square feet with laundry	\$ 58.00
	All other apartments	\$ 40.50
41.	Vacant Lot not exceeding 5 acres	\$ 50.00
42.	Vacant parcels larger than 5 acres	\$ 75.00
51.	Business less than 1200 square feet	\$ 87.00
52.	Business 1200 square feet or larger	\$202.00
53.	Mall-shopping Complex	
	Under 1200 Square feet (each unit)	\$ 87.00
	1200 Square feet or Larger (each unit)	\$202.00
54.	Storage Warehouse - up to 3000 square feet	\$100.00

61.	Industrial, Manufacturing, or Institutions 1500 square feet to 100,000 square feet	\$1,000.00
62.	Industrial, Manufacturing, or Institutions over 100,000 square feet	\$1,500.00
63.	Hospitals	\$5,000.00
71.	Gasoline Service Stations	\$235.00
72.	Gasoline Service Station and Convenience Store with Underground Tanks	\$317.00
73.	Gasoline Service Station and Convenience Store with Above ground Tanks	\$375.00
74.	Gasoline Bulk Plant	\$520.00
81.	Dumpster Sites (per site), or Manned Convenience Stations (per site)	\$115.00
99.	Unassigned (do not accept payment)	
	All vehicle fires	\$300.00

No contracts: When fire department responds to a scene without a valid contract, service charge will be \$500.00 plus price of contract. All industrial, manufacturing, or institutions will be billed for actual cost with a minimum charge of \$600.00. Fire reports will not be issued until the service charge is paid.

DONE AND RATIFIED BY Council duly assembled this 3rd of February, 1998.



Martin L. Beathum  
Mayor

Glenn Haire  
Linda T. Lott

James K. Brown  
Robert J. Brown  
Robert J. Brown  
Council Members

Attest:

Sharon H. Lanning  
City Clerk



## RESOLUTION

WHEREAS, H.3591, the Inordinate Burden Bill, represents a significant infringement to home rule as it restricts the reasonable exercise of the police powers granted to local government by the Constitution and the general laws of the State of South Carolina; and

WHEREAS, the Inordinate Burden Bill limits or restricts the ability of the city to protect the health, safety and welfare of its citizens through the legitimate enforcement of land use regulations and community standards; and

WHEREAS, there currently exists adequate protection for the property rights of citizens under the United States and South Carolina Constitutions; and

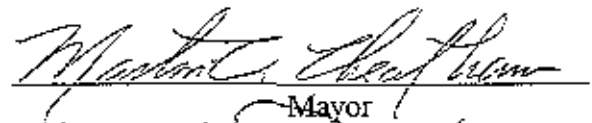
WHEREAS, H.3591 under the consideration by the South Carolina Senate will impose immense costs to South Carolina taxpayers through needless litigation and settlement of claims from developers who claim an "inordinate burden" from policies that protect local character, values and needs; and

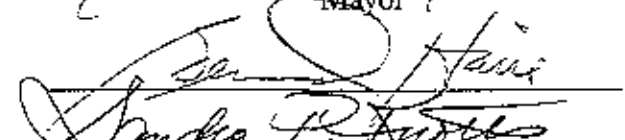

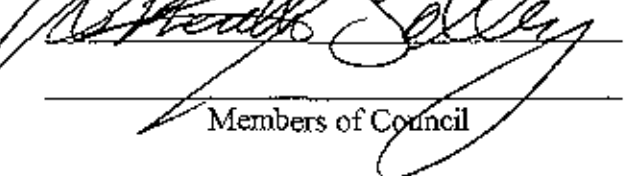
WHEREAS, the decision-making control regarding community standards will be removed from citizens and their elected officials and given to lawyers and judges; and

WHEREAS, Orangeburg City Council is proud of the quality of life that it provides for its citizens and is concerned about protecting its communities, neighborhoods, and natural resources from irresponsible development.

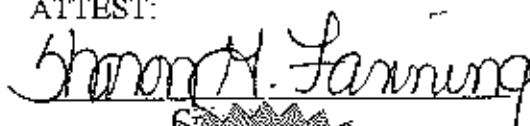
NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Members of the Council of the City of Orangeburg declares its strong opposition to H.3591 and urges the South Carolina Senate to vote against this legislation.

PASSED by the City Council, in Council assembled at Orangeburg, South Carolina, this 3<sup>rd</sup> day of February, 1998.

  
Mayor

  
  
  
Members of Council

ATTEST:





# CITY COUNCIL MINUTES

FEBRUARY 17, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, February 17, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Reverend William L. Coates, Jr., of the First Baptist Church of Orangeburg.

## Present:

**Martin C. Cheatham**

**Bernard Haire**

**L. Zimmerman Keitt**

**Sandra P. Knotts**

**Paul A. Miller**

**Joyce W. Rheney**

**W. Everette Salley**

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Rheney, to approve the February 3, 1998, City Council Minutes as distributed. This was a 6-0 vote. Councilmember Miller abstained from voting as he was not present at that meeting.

Reverend William L. Coates, Jr., of the First Baptist Church asked Council to consider closing a portion of St. John Street. The Church is requesting that the street be closed from Middleton Street to Church Street from one corner of the church's property to the other. He stated, "If we can close that portion of the street, we can beautify as well as expand some of our facilities." Also, the church's plans fit in with the DORA's efforts to beautify the area and increase retail traffic." I believe timing is everything and there have been times in the past when we would never have made the request that we're making tonight, but we believe the timing is perfect now." He stated that all but one of the business owners with whom he has discussed the proposal has favorably received the idea. He thinks the one owner believed the church wanted to close the entire street. He plans to review the architectural drawings with the owner on Wednesday. "We're asking that the street be closed at the beginning of next year, so this will not affect anybody immediately."

Mr. Parker Dempsey, Chairman of the church's building committee showed Council the tentative plans for major renovations and expansion. He stated the preliminary plans also call for the church's Davis Hall to be replaced with a new three-story building and for the construction of a covered walkway allowing members to enter from the back of the church.

Reverend Coates stated that the buildings the church owns on St. John Street would be torn down to construct a parking lot to accommodate forty to fifty vehicles. The new parking lot would primarily be used by the church on Sundays and it would be open to the public at other times for use by downtown merchants for extra parking for their customers and by people attending events at the Stevenson Auditorium.

Council referred the matter to the Planning Commission. City Administrator Yow stated that a Public Hearing would have to be held on the issue before Council could vote on a Resolution authorizing the plan.

Mr. John Hills, Chairman of the Advisory Council of the Methodist Oaks, presented a petition signed by 340 residents of the Methodist Oaks who want Charleston stations to be restored to Time Warner Cable TV's line-up. He stated, "We fail to understand the rationale that Time Warner displayed when they took away Charleston stations from the Orangeburg area." "There's a lot of connection between the folks at the Methodist Oaks and Charleston, and that's true throughout Orangeburg." He asked that Council use its influence to try to convince Time Warner to bring the Charleston TV stations back to Orangeburg Cable subscribers.

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Mayor Cheatham stated that the City had not been successful in its efforts so far but would forward the petition to Time Warner. He stated, "Time Warner is a big company. When they took away the Charleston stations we were told they did not have the capacity to add additional channels, then they raised the rates and added another sports channel. It's the general public they should consider and not the bottom line, although that's certainly important and I understand that but the citizens of Orangeburg have not been treated fairly by the television industry."

A motion was made by Councilmember Miller, seconded by Councilmember Salley, to approve the Third Reading of an Ordinance to lease a hangar at Municipal Airport to Patten Seed Company. This motion was unanimously approved.

City Administrator Yow told Council that the State Budget and Control Board's Office of Research and Statistics recommended assigning the newly annexed portion of SCSU to Council District #4.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to authorize City Administrator Yow to draft an Ordinance to assign the newly annexed portion of SCSU to District #4. This was a 6-0 vote. Councilmember Haire abstained from voting.

A motion was made by Councilmember Salley, seconded by Councilmember Rheney, to pass a Resolution ratifying the MASC to act as authorized agent for City of Orangeburg vs. Catawba Insurance Company. This motion was unanimously approved.

City Administrator Yow presented the FY 1998-99 Budget Calendar to Council. To allow Councilmembers time to review the calendar and their schedules the adoption was postponed until the next meeting.

Mayor Cheatham told Council that a 25th Anniversary celebration was planned commemorating the opening of Hillcrest Recreational facilities. This celebration is planned for September, 1998. A Celebration Committee has been formed, but Parks and Recreation representatives need to be appointed to serve on the Committee. Mr. Abe Salama asked Council to consider replacing the two (2) existing signs at the entrance to the facilities with signs similar to the one at the entrance to Edisto Memorial Gardens. He stated that SCSU should be recognized and identified as the owner of the property. Mayor Cheatham stated that these concerns had already been discussed by the committee.

DPU Manager Boatwright told Council that the biosolids drying facility has been awarded the 1998 Engineering Excellence Award by the Consulting Engineers of South Carolina.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to enter into an Executive Session to discuss a legal matter concerning the Department of Public Utilities. This motion was unanimously approved.

Council entered into open session.

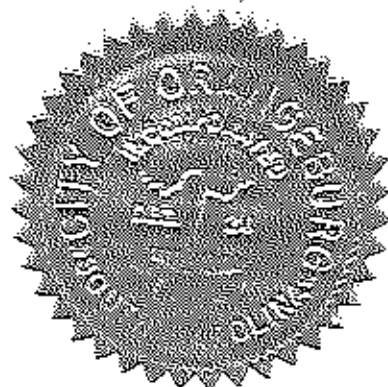
A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to authorize the Mayor to sign an agreement establishing a City/County owned industrial park on U.S. Highway 301 and Interstate 26 contingent upon County Council voting to sign an agreement. This was a 6-1 vote. Councilmember Haire opposed this motion.

There being no further business, the meeting was adjourned.

Respectfully submitted,

*Sharon G. Fanning*

Sharon G. Fanning  
City Clerk



# RESOLUTION

Ratifying Commencement of that cause of action styled City of Orangeburg, et. Al. vs Catawba Insurance Company, Docket No.: 97-CP-40-3897, in the Richland County Court of Common Pleas

**WHEREAS,** pursuant to South Carolina Code section 5-7-300, the undersigned municipality has adopted an Ordinance and entered into a contract with the Municipal Association of South Carolina (MASC) for the collection of insurance business license taxes owed to the municipality; and

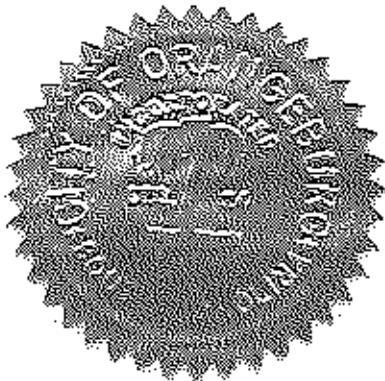
**WHEREAS,** Catawba Insurance Company has not paid the business license tax due to the undersigned municipality for 1997, either directly to the municipality or to MASC agent; and

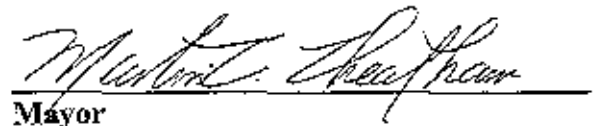
**WHEREAS,** as agent for the undersigned municipality, MASC has commenced an action against Catawba Insurance Company for the collection of the business license tax due, which is styled City of Orangeburg and the Municipal Association of South Carolina, as designated agent for the municipalities herein named, vs Catawba Insurance Company, Docket No.: 97-CP-40-3897, in the Richland County Court of Common Pleas; and

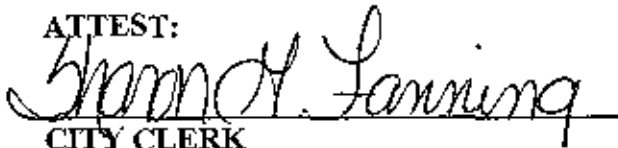
**WHEREAS,** the undersigned municipality wishes to affirm and ratify that MASC was authorized to commence the above styled cause of action as its agent.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Association of South Carolina is the authorized agent of the undersigned municipality for the collection of insurance business license taxes and that the action of the Municipal Association of South Carolina as Plaintiff in the above styled cause of action be and it hereby is ratified and confirmed.

**DONE AND RATIFIED IN COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, DULY ASSEMBLED THIS 17TH DAY OF FEBRUARY, 1998.**



  
Mayor

ATTEST:  
  
CITY CLERK

## CITY COUNCIL MINUTES MARCH 3, 1998

City Council held a Public Hearing on Tuesday, March 3, 1998, at 7:00 P.M., in Council Chambers pertaining to the U.S. Department of Justice--Local Law Enforcement Block Grant. Mayor Cheatham opened the Public Hearing for public comments. DPS Director Davis told Council that the U.S. Department of Justice has awarded the City a Local Law Enforcement Block Grant in the amount of \$53,700. The City will have a 10% match of \$5,967.00. He stated that the grant monies will be used to upgrade the computer operating system and enhance the firing range training facility. Hearing no public recommendations or comments, the Public Hearing was closed. The regularly scheduled City Council Meeting immediately followed. An invocation was given by Reverend Willard Sabb of the Warren Chapel Baptist Church.

### PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the February 17, 1998, City Council Minutes as distributed. This motion was unanimously approved.

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to adopt the City Budget Calendar for FY 1998-99. This motion was unanimously approved.

A motion was as made by Mayor Pro Tem Keitt, seconded by Councilmember Rheney, to appoint Edna Fischer, Larry Gross and Sam Patel to a four-year term on the Accommodations Tax Advisory Committee. This motion was unanimously approved.

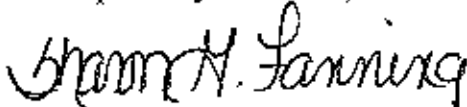
A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to authorize the acceptance of the U.S. Dept. of Justice--Local Law Enforcement Grant in the amount of \$53,700. This motion was unanimously approved.

There was no utility business brought before Council.

A motion as made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to enter into an Executive Session for a contractual matter, Administration Department for the purchase of real property and a legal matter concerning the Department of Public Safety.

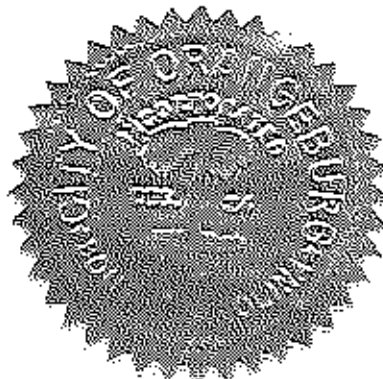
There being no further business the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



# CITY COUNCIL MINUTES

March 17, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, March 17, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Assistant Director Allan Hughes of Orangeburg Episcopal Church.

## PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

## ABSENT:

Sandra P. Knotts

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Rheney, to approve the March 3, 1998, City Council Minutes as distributed. This motion was unanimously approved.

Department of Public Safety Director Davis gave Council a report on the policy for wearing ballistic vests. All officers whose normal duties require them to respond to routine calls for law enforcement service and traffic enforcement stops must wear the vests while on duty and those on special assignments must wear the vests. Also, the training officer may require vests to be worn during firearms training. He stated that with its user-friendly, more comfortable vest for each officer, the City already has a 95% usage rate. "The gist of our policy is you are required to use the vest." The Director has the authority to grant exception to wearing the vest during certain operations.

City Attorney Walsh gave Council a report on a favorable court-ruling BellSouth vs. City of Orangeburg. He stated, "BellSouth attacked the constitutionality of our franchise ordinance. The court upheld the constitutionality of our ordinance and our authority to acquire a franchise for use of public right-of-ways and streets. It's a favorable decision on behalf of the City." He stated in addition as agreed earlier by both sides, if the franchise were upheld they would pay the franchise fees retroactively. BellSouth has thirty days from receipt of the order to either file to have the motion reconsidered or to appeal directly to the State Supreme Court. Councilmember Salley stated that they could accept the ruling. Mayor Cheatham stated that maybe we can get this behind us before the year 2000.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to pass a Resolution designating April as Fair Housing Month. This motion was unanimously approved.

City Administrator Yow asked Council to pass a Resolution authorizing the MASC and a designated law firm, Turner, Padgett, Graham and Laney, PA to act on behalf of the City in its lawsuit against the State Department of Juvenile Justice. He stated the MASC will pay all legal expenses for the municipalities involved. He stated the Department of Juvenile Justice has demanded payment by April 1st of accrued per-diem charges for pretrial detention of juveniles from the City. He stated that DJJ is planning to ask the State Treasurers to withhold the money due to local governments to get payment for juvenile prisoners.

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to pass a Resolution authorizing MASC to act on behalf of the City of Orangeburg vs. State Department of Juvenile Justice. This motion was unanimously approved.

City Administrator Yow asked Council to pass a Resolution for the purchase of real property at 1235 Henley Street from Rosa Bell Jamison and heirs to Ulyses H. Jamison for \$11,500. The City will also provide \$500 for homeowner relocation costs. Mayor Cheatham told Council he had received a letter from the grandson of the owner, requesting additional money of \$1,200 for moving costs.



## CITY COUNCIL MINUTES

March 17, 1998

Page 2

Councilmember Haire asked what effect the request had on the deal. City Administrator Yow stated that the sale was already negotiated above the appraised price by \$1,500. Mayor Cheatham stated that they're satisfied but wanted to see if they could get more.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to pass a Resolution for the purchase of real property at 1235 Henley Street for \$11,500 and a relocation cost of \$500. This was a 5-0 vote. Councilmember Haire abstained from voting.

City Administrator Yow told Council that he had received a petition from the residents of the Courtyard requesting annexation into the City. The area is off of Columbia Road and contiguous to the City. One-hundred percent of the property owners and residents signed the petition. He stated, "One thing to point out--and this is a major consideration in any area--is it already has sewer. There are five (5) houses now and twelve to fifteen lots." He stated that if the area is annexed, the City should receive about \$2,500 to \$3,000 in taxes from the homes and automobiles. In return, the City would provide police and fire protection, sanitation and zoning. The residents would no longer pay the fire contract and they would get a reduction on utilities. "One reason they want to be annexed into the City is for the protection of zoning." Councilmember Haire stated, "The City is doing a hodgepodge sort of thing as it relates to annexation. It's a little disappointing to me for the process to have taken as long as it has. We spent quite a bit of money on the study for annexation. We need to bring it back before Council and vote it either up or down. The last I heard on the annexation study, some had concerns which were never aired, expressed or explained to this Council. Also, during Council's annual retreat, we prioritized our goals. We started off in good fashion and we were moving quite well. Now its bogged down. It's a hodgepodge and we're skipping around. I'd like to see us as Council take the bull by the horns and either approve it or disapprove it. A number of people were quite pleased with the study and were anxiously awaiting the change to become part of the City. What we've done here and with South Carolina State University does really not address the problem of annexation and the City's growth and I'm concerned about it. I'd like us as a Council to say we support it or do not support it."

Mayor Cheatham stated, "We haven't done anything to bring these people in. They brought it to us." He stated the first step is to move quickly to bring someone on board to handle annexation requests and provide outside communities with information.

City Administrator Yow told Council that annexation is a voluntary thing that requires agreement by 75% of property owners. He stated, "Everyone who has come in seeking information, has been provided with information." Council received this as information only. City Administrator Yow stated that an ordinance is needed for annexation and will be brought for consideration at a later date..

City Administrator Yow gave Council a report on the improved Code Enforcement Program for their review. He stated, "We're really trying to beautify Orangeburg and improve it. We're moving in the right direction, but we really need to accelerate the code enforcement area." This would include old tires, junk cars and broken down appliances. Mayor Cheatham stated that he is in favor of the improved Code Enforcement Program and that if the City is fair, businesses and citizens will understand. "If they don't respond to our requests, then we need to write tickets. If we're fair and let them know what we're doing they shouldn't have any problem with it."

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to pass a Resolution accepting the low bid of \$570,804 from C.R. Jackson, Inc., of Columbia, SC for the extension of a 12" water main along U.S. Highway 301 North, from Dogwood Trailer Park to the east side of Interstate 26. This motion was unanimously approved.

Administrative Director Mike Sells told Council that DPU budgeted \$498,340 for this poroject. A grant of \$70,980 for the Brookland Home for Boys was obtained so this is subtracted from the bid, which leaves \$499,824 for DPU's portion.

**CITY COUNCIL MINUTES**

**MARCH 17, 1998**

**Page 3**

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to approve the extension of the deadline for the industrial park agreement between the City and County from April 1st to April 10th. This was a 5-0 vote. Councilmember Haire abstained from voting

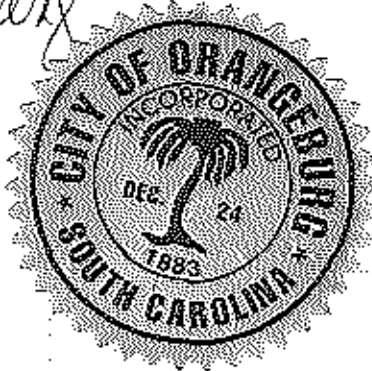
There being no further business, the meeting was adjourned.

Respectfully submitted,

*Sharon G. Fanning*

Sharon G. Fanning  
City Clerk

/pfb





## RESOLUTION

A Resolution to authorize Turner, Padgett, Graham & Laney, P.A. to represent the City of Orangeburg against the Department of Juvenile Justice and the State Treasurer regarding pre-trial detention charges for juveniles.

WHEREAS, the Department of Juvenile Justice (DJJ) has demanded payment by April 1, 1998 of accrued per diem charges for pre-trial detention of juveniles from the City of Orangeburg; and

WHEREAS, the Department of Juvenile Justice has stated that if not paid, DJJ will file certificates of delinquency with the State Treasurer and request him to withhold the sums claimed by the Department of Juvenile Justice from revenue which normally would be disbursed to the City of Orangeburg; and

WHEREAS, the Municipal Association of South Carolina (MASC) Board of Directors on February 8, 1998 voted to continue to oppose payment of the charges and the Executive Committee of the Board has authorized a declaratory judgement action to be filed in behalf of all affected municipalities who wish to participate as plaintiffs.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Orangeburg approves Turner, Padgett, Graham & Laney, P.A. to represent the City of Orangeburg in a suit against the South Carolina Department of Juvenile Justice and the State Treasurer to challenge the legality of pre-trial detention charges for juveniles which DJJ intends to request the Treasurer to withhold funds due the City of Orangeburg; and

**BE IT FURTHER RESOLVED** that the City of Orangeburg understands that the Municipal Association of South Carolina has agreed to bear the expense of your services and all costs related to the litigation, and that the City of Orangeburg will incur no expense.

Passed by the City Council of The City of Orangeburg, State of South Carolina, this 17th day of March, 1998.

*Martin C. Cheatham*  
Martin C. Cheatham, Mayor

Joseph R. Kneary  
 L. J. Kneary & Co.  
 June 1st 1888

Members of Council

Attest: Sharon H. Lanning  
City Clerk



## Fair Housing Resolution

WHEREAS, the City of Orangeburg recognizes the importance of fair housing and its obligation to affirmatively promote the concept of fair housing opportunities; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, commonly referred to as the Fair Housing Act, prohibits discrimination in the sale of housing on the basis of race, color, religion, sex, marital status, national origin, familial status or disability; and

WHEREAS, all recipients of Community Development Block Grant Funds, in accepting said funds, certify that the local government will administer its housing and community development programs in a manner which will actively promote equal access to housing opportunities and maintain a non-discriminatory environment.

NOW, THEREFORE, Be It Resolved by the Mayor and Council duly assembled, that the City of Orangeburg shall implement the following action to affirmatively promote fair housing:

By proclaiming the first week of April to be National Community Development Week.


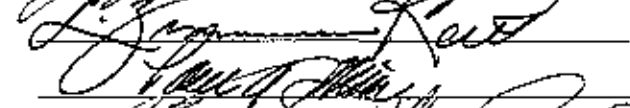
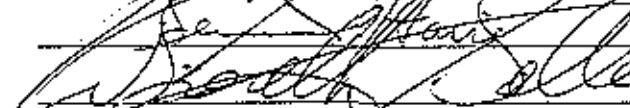
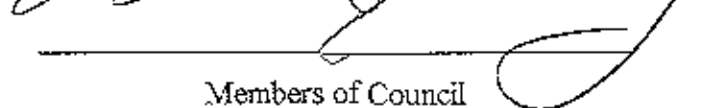
By proclaiming the Month of April as Fair Housing Month to broaden public awareness of the importance and legal requirement to sell and rent housing in compliance with the Fair Housing Act.

By presenting for public display in the lobby of City Hall during the month of April, an announcement concerning the City of Orangeburg's Housing Fair to be held in April and by providing other information and access for the public to pamphlets, posters, describing the legal obligations under the act.

By publishing this Resolution in the local newspaper as a means of communicating the importance of fair housing and the City's efforts to affirmatively promote the concept.

Passed by the City Council of The City of Orangeburg, State of South Carolina, this 17th day of March, 1998.

  
Martin C. Cheatham, Mayor

  
  
  
  
Members of Council

Attest: 



## RESOLUTION

**A RESOLUTION TO APPROVE THE PURCHASE OF HOUSE AND LOT  
AT 1235 HENLEY STREET, SURROUNDED ON THREE SIDES BY  
PROPERTY OWNED BY THE CITY OF ORANGEBURG, SOUTH CAROLINA,  
FOR THE TOTAL PURCHASE PRICE OF \$11,500 AND TO PROVIDE  
RELOCATION COSTS FOR HOMEOWNER IN THE AMOUNT OF \$500**

**BE IT RESOLVED**, by City Council, duly assembled, that the City of Orangeburg, South Carolina, purchase from Rosa Bell Jamison and heirs to Ulyses H. Jamison the below-described property for the total purchase price of Eleven Thousand, Five-Hundred Dollars (\$11,500) and the City Administrator is hereby authorized to execute and deliver any and or all documents necessary to complete said sale in accordance with this Resolution.

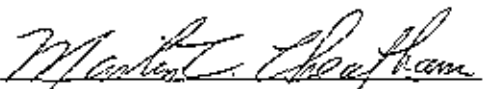
**BE IT FURTHER RESOLVED**, that the City of Orangeburg will pay sellers, Five-Hundred Dollars (\$500) total for relocation expenses.

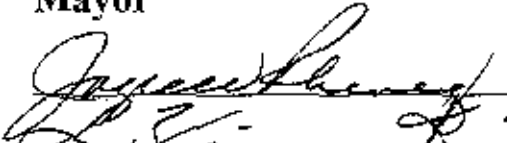

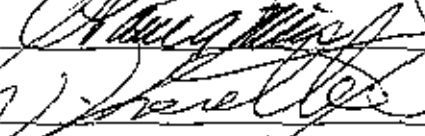
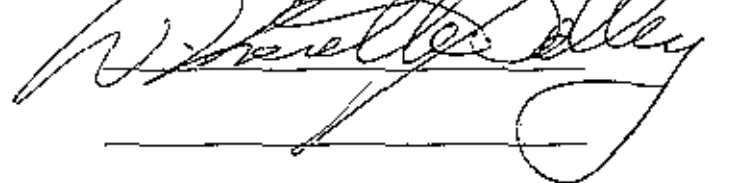
### DESCRIPTION OF PROPERTY:

All that certain piece, parcel or lot of land with dwelling and other improvements thereon situate, lying and being in School District No. 5, in the City and County of Orangeburg, State of South Carolina, and being bounded and measuring as follows: **SOUTH**, by Henley Street and fronting thereon Ninety (90) feet, more or less; **WEST** by property of Roselle Bolen and measuring thereon Ninety-Two (92) feet, more or less; **NORTH** by lands of Roselle Bolen and measuring thereon Eighty-Eight (88) feet, more or less; and on the **EAST** by lands of Robert C. Gordon, formerly of Thomas W. Dibble, and measuring thereon Ninety (90) feet, more or less.

Being fully shown as a portion of Tract No. Ten (10) as conveyed to Thomas W. Dibble by Wortham W. Dibble, as Trustee for Thomas W. Dibble, by deed dated the 30th day of October, 1973, and recorded in Deed Book 389, page 131 in the office of the Clerk of Court for Orangeburg County, South Carolina.

**RESOLVED** by City Council duly assembled this seventeenth day of March, 1998.

  
Mayor

**MEMBERS OF COUNCIL**

ATTEST:  
  
CITY CLERK

RESOLUTION

WHEREAS, the Department of Public Utilities of the City of Orangeburg, South Carolina, received bids on February 18, 1998 for the extension of an existing 12" (inch) Water Main - US Highway 301 to I-26.


WHEREAS, the low responsible bid for this work was submitted by C.R. Jackson, Inc. of Columbia, South Carolina the amount of \$570,804.00; and


NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Members of Council of the City of Orangeburg, in Council assembled, and by authority of the same, that the low responsible bid shown above be accepted; and

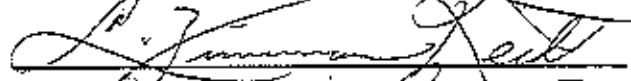
BE IT FURTHER RESOLVED THAT Fred H. Boatwright, Manager of the Department of Public Utilities, be authorized and he is hereby directed to execute the contract documents on behalf of the Department of Public Utilities of the City of Orangeburg.

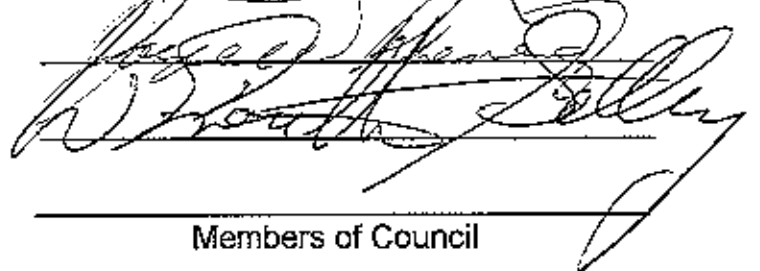
PASSED by City Council, in Council assembled, at Orangeburg, South Carolina this 17<sup>th</sup> day of March, 1998.

  
\_\_\_\_\_  
Mayor

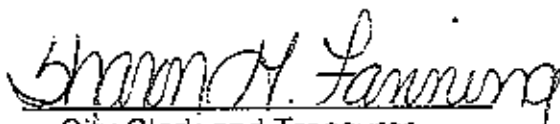
  
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Members of Council

ATTEST:

  
\_\_\_\_\_  
City Clerk and Treasurer

## CITY COUNCIL MINUTES

### APRIL 7, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, April 7, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Reverend Calvin Alston, Jr., of the North Orangeburg United Methodist Church.

#### **PRESENT:**

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

A motion was made by Councilmember Miller, seconded by Councilmember Haire, to approve the March 17, 1998, City Council Minutes as distributed. This was a 6-0 vote. Councilmember Knotts abstained from voting as she was not present at that meeting.

Mayor Cheatham presented Joy C. Barr a Resolution of retirement for her faithful service to the Finance Department of the City of Orangeburg for thirty-two years, two months and nine days with a retirement date of March 31, 1998. Finance Director Fanning presented Mrs. Barr with a watch for her years of service.

Executive Director of DORA, Bernice Tribble, asked Council for their approval on a farmer's fresh market on the town square (Memorial Plaza) during the summer. She proposed the market would be held on Saturdays from 9:00 A.M. to 11:00 A.M., June 6, 1998 through September 5, 1998, with some flexibility for growing seasons. In addition, the market would have a marketmaster to see that all regulations were followed. The market would help bring potential shoppers into the downtown area. She stated, "The major focus of DORA is appearance but another major concern is improving the economic base. We propose a fresh market on the square, very much in the spirit of a Taste of Orangeburg."

Councilmember Miller stated that this is a wonderful thing and it will certainly help to bring people to downtown Orangeburg. "I commend you all for taking a step." Mayor Cheatham stated that it's an excellent idea and I'll support it wholeheartedly. Mr. Harry Roberts stated that he opposed it coming to downtown because of all the congestion. "Two previous downtown markets have failed. The Orangeburg County Fairgrounds is already at our disposal for a market and there would be no traffic congestion there." Mayor Pro Tem Keitt stated that it is a good idea to bring people downtown and there could be two or three area markets. She stated, "If there's one at the fairgrounds, it would still work." Mr. Roberts stated that one would distract from the other.

Councilmember Rheney questioned the location on the square. She asked, "Wouldn't the First Baptist Church parking lot be better for a busy Saturday morning?" City Administrator Yow stated that it needed to be done on a trial and error basis. Mr. Al Graves of Ellore stated that the idea is a good one but was concerned about the impact on the traffic, including the foot traffic, would have on the square grounds. The traffic could be detrimental. Also, farmers sell out of the backs of their trucks and suggested that the church lot might be better suited for vendors to set up. "It's a good idea, but it may need a little fine-tuning." He warned that the effort might take a couple of years to be successful. Mayor Cheatham stated that, "the Parks and Recreation Department could handle the grounds. Director Tribble stated that provisions will be made for people to sell out of their trucks. City Administrator Yow stated the marketmaster is to make sure any litter is picked up and it will be monitored on a week to week basis and we will learn as we go. Mr. Roberts then questioned the feasibility of operating times and whether City business licenses are required for the individuals selling produce. City Administrator Yow stated that if a person grows his own produce, no license would be needed. Otherwise, if produce is brought in from another site, then a license would be required.

## CITY COUNCIL MINUTES

APRIL 7, 1998

PAGE 2

Mrs. Allyson Way Hank, described the benefits of town markets she has seen in other places.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to allow DORA to have a fresh market on the town square. This motion was unanimously approved.

City Administrator Yow asked Council to consider passing an Ordinance requiring a franchise or consent agreement for placing lines in city streets. He stated that the Ordinance is a result of a court ruling in the case of AT&T vs. the City of Cayce, in which a distinction was made between franchises for utilities providing services inside a municipality and those using the streets as a pass through without intent to provide services inside. The court ruled that AT&T was a pass through and that it still needed the consent of the City. The annual fees will be based on the gross revenues and the length of lines for telephone communication businesses. The fee will be 5% of gross receipts.

A motion was made by Councilmember Haire, seconded by Councilmember Salley, to approve the First Reading of an Ordinance requiring franchise or consent agreements for placing lines in city streets. This motion was unanimously approved.

Councilmember Haire led a discussion pertaining to Norfolk Southern Railroad. He stated that he and other neighbors were kept awake from about 10:00 P.M., the previous Thursday well into Friday morning by the continuous running and idling of a diesel engine. He stated, "On Friday morning, early, I woke up several times because of the engine running and I know that it disturbed others in the community." He asked that the City Attorney look into the City's Noise Ordinance and its enforcement because he felt this sort of disturbance comes within the Noise Ordinance. "I ask that the Noise Ordinance be enforced as it relates to the running of the engines all night. It seems like Norfolk Southern Railroad doesn't want to be a good community citizen. We have had other problems with the parking of railroad cars containing chlorine in front of Claflin College and South Carolina State University." He also stated that he observed the railroad's failure to flag at the crossings that do not have mechanical barriers as required. "I ask that Norfolk Southern be cited in the future if flagging does not take place. And, also that we monitor the speed of the engines. Speed limits exist and I feel they do exceed them. Previous problems were eliminated, but although the City Administrator is diligently trying he's having little success with the current railroad manager."

Mrs. Elizabeth Rose, Boulevard resident, asked Council, "please do something to help us to be comfortable in our homes." She stated that the noise continued from 10:00 P.M., Thursday until after 1:00 P.M. Friday some two hours after City Administrator Yow had contacted railroad officials to complain.

Ms. Patricia Rose, told Council of safety concerns over missing railroad spikes.

Councilmember Rheney stated she has heard late night long train whistles. Councilmember Salley stated, "We've been dealing with this railroad ever since I've been on City Council and talking to them about these crossings and about speeds, everything except leaving trains there running. This should have been addressed long ago." He stated that he has also noticed that the railroad did not properly flag the crossings. "Nothing was done then, but it's time to insist that something be done now. He stated, "Until we put an engineer in jail, the railroad won't recognize that the City is serious and they won't act." Mayor Cheatham stated that while problems with leaving chemical cars on the tracks has been resolved recently, "I've noticed they've begun leaving them again. We need to make a contact, not just with the representative for this area, but the President of Norfolk Southern Railroad." He suggested contacting the Public Service Commission. "Let's monitor the situation and go ahead and take some action." Council agreed to let the City Attorney and DPS Director monitor the situation and to take some sort of action.

City Administrator Yow told Council that he received a letter from Orangeburg County Administrator, Donnie Hillard, offering building inspection services to the City. He stated after discussing the matter with DPU Manager Boatwright, they both recommended that the offer be declined but monitored to see how well it does in other communities. City Council concurred with the recommendation.





## **RESOLUTION**

**WHEREAS,** Joy C. Barr, faithfully served the City of Orangeburg for thirty-two years, two months and nine days with a retirement date of March 31, 1998; and

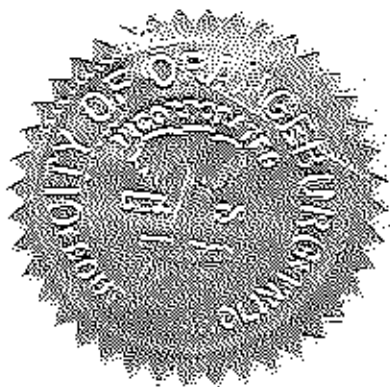
**WHEREAS,** she, through her long and faithful service, contributed greatly to the successful operation of the City of Orangeburg; and

**WHEREAS,** the City Council, in recognition of the fine contribution rendered the City of Orangeburg, wants to inscribe on the records its appreciation.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Members of Council, in Council assembled, do officially recognize the faithful service rendered to the City of Orangeburg in the capacities in which she served the City for thirty-two years, two months and nine days and commend her for a job well done.

**BE IT FURTHER RESOLVED** that a copy of this Resolution, in appreciation for her devotion of duty to the City of Orangeburg, be placed in the Minute Book of the City and a copy furnished to Mrs. Barr in recognition of her services.

**PASSED BY** the City Council of the City of Orangeburg, State of South Carolina, this 7th day of April, 1998.



*Martin C. Cheatham*  
\_\_\_\_\_  
MAYOR

*L. Jimmy Kirt*  
\_\_\_\_\_  
*Joseph P. Pugh*  
\_\_\_\_\_  
*Barbara L. Kelly*  
\_\_\_\_\_  
*Paul G. Min*  
\_\_\_\_\_  
*James Haire*  
\_\_\_\_\_  
*Sandra P. Kwoles*  
\_\_\_\_\_  
MEMBERS OF COUNCIL

ATTEST:  
*Sharon H. Fanning*  
\_\_\_\_\_  
CITY CLERK

**CITY COUNCIL MINUTES**  
**APRIL 7, 1998**  
**PAGE 3**

DPS Director Davis told Council that the Department of Public Safety has been notified of approval of a grant award by the SC Department of Public Safety, Office of Safety and Grants, titled Victim's Assistance Advocate, which will cover salary, benefits and training for officers assigned in this position. The amount of the award is \$30,500 for the grant period April 1, 1998 through March 31, 1999. The grant will require a 20% match from the City which will be met with funds from the existing budget. A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, for the authorization to enter into an agreement for Victim's Assistance Advocate Grant renewal in the amount of \$30,500. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Haire, to enter into an Executive Session for discussion of matters relating to the provisions of services encouraging location of industries. This motion was unanimously approved.

Council entered back into open session.

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to approve a Resolution Contract committing the City to a joint County-City Industrial Park. This was a 6-1 vote. Councilmember Haire opposed this motion.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the First Reading of an Ordinance to provide for the establishment of an Orangeburg County/City Industrial Park Commission to govern the operation of the Orangeburg County/City Industrial Park. This was a 6-0 vote. Councilmember Haire abstained from voting.

There being no further business, the meeting was adjourned.

Respectfully submitted,

*Sharon G. Fanning*

Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES

### APRIL 21, 1998

Orangeburg City Council held a Public Hearing on Tuesday, April 21, 1998, at 7:00 P.M. in Council Chambers with Mayor Cheatham presiding. An invocation was given by Ms. Eartha Amaker of Beauty Hill Baptist Church. Mayor Cheatham opened the Public Hearing for comments. Hearing none, the Public Hearing was closed.

#### PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

The regularly scheduled meeting immediately followed the Public Hearing.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to approve the April 7, 1998, City Council Minutes as distributed. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the Second Reading of an Ordinance requiring a franchise or consent agreement for placing lines in City streets. This motion was unanimously approved.

Assistant City Administrator Bushyager asked for Council's approval of a Resolution to close the 200 block of St. John Street between Middleton and Church Streets at the request of the First Baptist Church. He stated that the Resolution needs to be amended to include a sixteen foot easement to allow traffic from Middleton Street to the remaining open portion of St. John Street and to maintain the City owned utility systems located through the property. The church will be responsible for any cost to relocate lines. The Assistant City Administrator stated that this request was approved by the Planning Commission at their March 26, 1998, meeting and recommended for approval to Council. Councilmember Haire stated that it was a tough decision he had wrestled with since it was brought to Council's attention. "It's a bad precedent setting in the closure of the street." He stated that a situation occurred this past Sunday when an elderly gentleman, that has a wife in a wheelchair, came to him for help after the City sent him a letter telling him he had to remove a carport that did not meet City regulations. He had hired a contractor who did not check the regulations and the structure was too close to the right-of-way. The City gave him fifteen (15) days to move it. If we close this street, we set a bad precedent. There will be others asking that their streets adjoining their churches be closed for other reasons. Councilmember Haire addressed Reverend Coates of First Baptist Church, "I hope, if this does not pass, First Baptist Church will not move off the square as you alluded." Councilmember Rheney stated that Council had closed other streets before, including several for First National Bank. Mayor Cheatham stated that the request is not the first time. Mayor Cheatham stated that Councilmember Haire's constituent needed to see about obtaining a variance before the proper City Board.

Mayor Cheatham stated, "We accommodate businesses and citizens. Even our Boards have been considerate. I hope the Board that considers variances, for the woman in the wheelchair, will be considerate."

Reverend Coates thanked Council before the vote for its guidance. "When we went before the Planning Commission we had very strong support and we felt that with the Planning Commission's recommendation we were on very solid ground." He disagreed that Council was setting a precedent because he did not think there would be a rush of street closing requests, especially since most churches are not locked in like First Baptist Church. He stated that the Church's expansion project offered benefits for the entire downtown area of the City that would

## CITY COUNCIL MINUTES

APRIL 21, 1998

PAGE 2

far outweigh any negatives. "It would allow much progress to be made by the church and much progress for the City downtown." Councilmember Knotts stated that she still had concerns and reservations. After talking with other citizens, they were concerned that "If you allow this to take place with First Baptist Church, will you allow us to do the same thing?" Mayor Cheatham stated that Council would consider any request on a case by case basis. "Council is always willing to look at requests and to make decisions in the best interest of the City."

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to approve a Resolution as amended, to close the 200 block of St. John Street between Middleton and Church Streets maintaining or obtaining necessary easements and the expense of relocating the utility structures in that block, if necessary, be borne by First Baptist Church and authorize City Administrator Yow to negotiate the easement. This was a 4-2 vote. Councilmembers Haire and Knotts opposed this motion. Councilmember Salley abstained from voting.

Mayor Cheatham proclaimed May as "Mental Health Month".

Parks & Recreation Director Smith told Council that notification had been received that the City of Orangeburg has been awarded the honor of being the host of the 1998 Dixie Pre-Majors Baseball State Tournament. The Tournament will be held at historic Mirmow Field, July 18-24, 1998. Seven teams of fifteen and sixteen year olds from across the State of South Carolina will travel to Orangeburg to participate along with the host team from the City's league. Director Smith stated that the tournament will bring in visitors who will use the City's motels and restaurants, as well as provide an opportunity to show off the City. Mayor Cheatham stated that the state tournament will be a good time to celebrate the 50th anniversary of Mirmow Field.

Assistant City Administrator Bushyager told Council that a request had been made by Dr. Henry Frierson of Edisto Habitat for Humanity, to deed a lot on George Pickett Street, owned by the City to the organization. Habitat for Humanity will build a decent, affordable, comfortable home for a qualified family living in substandard conditions. This property had been acquired by the City two years ago through the delinquent tax sale. Mayor Cheatham stated that the deed restrictions needed to be verified. Councilmember Salley stated that the City has never given property away before or even been asked to. He stated in defense of the request, a house would be built on the property for a family and that would then become taxable property to benefit the City. It will be back on the tax books and provide someone with a home.

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to approve the request to deed the City owned property on George Pickett Street to Edisto Habitat for Humanity. This motion was unanimously approved. Assistant City Administrator Bushyager told Council that an Ordinance will be brought back to Council for this.

Assistant City Administrator Bushyager told Council that the SC Forestry Commission asked the Aviation Commission to review a proposal regarding their airport hangar. The Aviation Commission recommended, that with one exception, the South Carolina Forestry Commission be required to comply with the existing contract by continuing to pay the annual ground rent for the space the hangar is on or remove the hangar from airport property. The one exception would be that the City allow the SC Forestry Commission to abandon the hangar in its present condition and relinquish all rights of ownership to the City. Council agreed with the Aviation Commission's recommendation.

Ms. Theresa Quick and Ms. Doris Benjamin, two mothers whose sons play Dixie Youth baseball, asked Council to reconsider letting the coach, who was dismissed of his duties for their team, finish out the season. Background checks were done on the coaches and it was discovered that this coach was a convicted felon. He was then dismissed. Ms. Quick stated, "The coach was dismissed from his duties and he had been coaching for two and one-half months. I don't understand that." She asked why the parents who paid to get into the program weren't consulted. "The coach has a criminal record but he's been an excellent role model." She stated that the

**CITY COUNCIL MINUTES**  
**APRIL 21, 1998**  
**PAGE 3**

parents were always on hand to protect their children. The team parents were promised a new coach or a P&R staff member to help but no one has assumed the coaching position yet. Mayor Cheatham stated, "At this time, we must support Director Smith and his decision to relieve this coach of his position."

A motion was made by Councilmember Rheney, seconded by Mayor Pro Tem Keitt, to approve the Second Reading of an Ordinance to provide for the establishment of an Orangeburg County/City Industrial Park Commission to govern the operation of the Orangeburg County/City Industrial Park. This was a 6-1 vote. Councilmember Haire opposed this motion.

There being no further business, the meeting was adjourned.

Respectfully submitted,

*Sharon G. Fanning*

Sharon G. Fanning  
City Clerk

/pfb



**RESOLUTION AUTHORIZING THE CONDITIONAL CONSENT  
TO THE CLOSING OF A PORTION OF ST. JOHN STREET  
IN THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA.**

**BE IT RESOLVED** by Council duly assembled this 21<sup>st</sup> day of April, 1998 that the City of Orangeburg does hereby consent to the closing of the 200 Block of St. John Street running from Middleton Street to Church Street on the condition that a non-exclusive easement, sixteen (16') feet in width, for purposes of ingress and egress to and from Middleton Street to the remaining open portions of St. John Street shall be granted to the City of Orangeburg and the general public on, over and across the properties of First Baptist Church located between said streets. Said easement shall be permanent and unobstructed, except during those periods of time that First Baptist Church is conducting church services or other functions on the adjoining properties of the church. It is anticipated and the City consents to the established of said easement on, over and across the parking lot on the properties of the church to be constructed as a result of the closing of the 200 block of St. John Street. In addition, the within consent is conditional upon the First Baptist Church executing the standard utility easement agreement of the City's Department of Public Utilities consisting of three (3) typewritten pages and one (1) drawing permitting the existing utilities located within the right-of-way of St. John Street (said easement agreement attached hereto and made a part hereof by reference).

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized to negotiate the location of above easement and sign the closure consent and any and all other necessary documents.

**DONE AND RATIFIED** by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 21<sup>st</sup> day of April, 1998.



ATTEST

Sharon M. Lanning  
City Clerk

Martin E. Cheatham  
Mayor  
Paul A. Miller  
L. J. Zimmerman  
James W. Cheney

Members of Council

(STATE OF SOUTH CAROLINA	)	
(	)	
(COUNTY OF ORANGEBURG	)	
(	)	
(First Baptist Church	)	
(TMS #171-14-15-001	)	
(	)	
(TO	)	
(	)	40' Utility Easement
(CITY OF ORANGEBURG	)	

KNOW ALL MEN BY THESE PRESENTS That, First Baptist Church for and in consideration of the sum of One and no/100 (\$1.00) Dollar, to us in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other valuable consideration, do hereby grant and convey unto the City of Orangeburg, a right-of-way, through and over our real estate and lands, situate, lying and being adjacent to the said City and in the County of Orangeburg, in said State, for the purpose of electric utility lines. Also the right privilege, and authority to, at the discretion of the said City, construct, erect, operate and perpetually maintain Electric, Water, Gas, and Wastewater Utilities (to include power lines with the necessary wires, poles, guy wires, transformers, underground cables and wires, and other usual fixtures and appurtenances; water lines with the necessary pipes, meters, hydrants, valves and other fixtures and appurtenances; and wastewater lines with necessary pipes, manholes and other fixtures and appurtenances) on the said right-of-way hereby conveyed which is more particularly described as follows:

All that certain strip of land forty (40') feet in width, situate, lying and being in or adjacent to the City of Orangeburg, South Carolina, beginning at a point at the southern most property corner of now or formerly First Baptist Church adjacent to the right-of-way of Middleton Street and formerly the right-of-way of St. John Street and running N 47 degrees 17 minutes 13 seconds E, a distance of two hundred fifteen and sixty one hundredths (215.61') feet to a point adjacent to the right-of-way of Church Street and formerly the right-of-way of St. John Street, said easement to run parallel with and contiguous to the property of the First Baptist Church, this description, describes the northwest edge of the utility easement all of which will more fully appear by reference to the attached drawing prepared by the Department of Public Utilities, City of Orangeburg, dated May 7, 1998, incorporated herein and made apart of this description of record.

Together with all and singular the right, members and appurtenances of the said right-of-way hereby granted, belonging, incident, or appertaining and especially the right and privilege of entry upon our lands at all times for the purposes of locating, laying, repairing, maintaining, construction and building its utility lines or conduits, and for all other purposes whatsoever necessary and proper in and about the said utility system. Also, the right to cut trees, remove stumps, trim trees, remove debris from, and keep clear, the said right-of-way; provided, that the said City will replace, reset or other wise compensate for damages (other than tree damage) to shrubbery within the right-of-way.

The Grantor expressly reserves the right to use the lands described hereon for roadways, paved or asphalt parking facilities, agricultural purposes or any other purpose so long as said uses do not interfere with the construction, operation and maintenance of the utility lines, pipes and appurtenances, but the Grantor agrees not to build, construct or erect any structure on the said right-of-way.

To have and to hold all and singular the said right-of-way and the said appurtenance, right, powers and privileges unto the said City of Orangeburg, its successors and assigns, so long as the said system of Utilities shall be continued, kept, operated and maintained by the said City of Orangeburg, its successors and assigns.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Signed, Sealed and Delivered.

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

in the presence of:

\_\_\_\_\_

\_\_\_\_\_



STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Personally appeared before me \_\_\_\_\_ and  
made oath that he saw the within named \_\_\_\_\_  
sign, seal and as his act and deed, deliver the within written right-of-way, and  
that he with \_\_\_\_\_ witnessed the execution  
thereof.

\_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

FIRST BAPTIST CHURCH

TMS# 171-14-15-001

N/F  
CITY OF  
ORANGEBURG

CHURCH ST.

ST. JOHN

N/F  
BERT V. &  
THOMAS B.  
GUE

N/F  
FIRST  
BAPTIST  
CHURCH  
TRUSTEES

N/F  
FIRST BAPTIST  
CHURCH TRUSTEES

N/F  
FIRST BAPTIST  
CHURCH TRUSTEES

MIDDLETON ST.

N/F  
JOHN P.  
EVANS

N/F  
ALLAN S.  
WAY

MARKET ST.

40' UTILITY EASEMENT  
(FORMERLY ST. JOHN STREET)

MERCHANT

8585.58 S.F. OR .197 ACRES  
CONTAINED IN PERMANENT EASEMENT

UTILITY EASEMENT  
ACROSS THE PROPERTY OF

FIRST BAPTIST CHURCH

ORANGEBURG COUNTY

NEAR ORANGEBURG, S.C.

PREPARED BY THE

**DEPARTMENT OF PUBLIC UTILITIES**  
**ORANGEBURG, S.C.**

DATE: 5/7/98

SCALE: 1"=50'

COMPILED FROM: ORANGEBURG COUNTY TAX MAPS AND ORANGEBURG  
DEPARTMENT OF PUBLIC UTILITIES BASE MAPS

## **CITY COUNCIL MINUTES**

### **MAY 5, 1998**

Orangeburg City Council held its regularly scheduled meeting on Tuesday, May 5, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Reverend Joseph Abrams, Jr., United Methodist Minister in the Orangeburg Parrish.

#### **PRESENT:**

Martin C. Cheatham  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

#### **ABSENT:**

Bernard Haire  
L. Zimmerman Keitt

A motion was made by Councilmember Miller, seconded by Councilmember Rheney, to approve the April 21, 1998, City Council Minutes as distributed. This motion was unanimously approved.

City Administrator Yow extended an invitation to all present to attend the Law Enforcement Memorial Service to be held on May 22, 1998, at 10:00 A.M., at Memorial Plaza.

Mayor Cheatham presented to Rotie Salley, Superintendent of Parks, the Keep America Beautiful State Award for first place in 1998 for the Terrace Garden and Butterfly Garden at the Edisto Memorial Gardens.

Mayor Cheatham presented Mr. Clinton Keitt, Jr., an employee of the Public Works Department, Sanitation Division, with a Retiree Resolution for his dedicated service to the City for thirty-one years, six months, and three days. Mr. Keitt retired on April 28, 1998.

City Administrator Yow asked for Council's approval on the Third Reading of an Ordinance requiring franchise or consent agreement for placing lines in streets. Councilmember Salley asked what effect this Ordinance would have on the pending lawsuit the City has with Southern Bell. City Administrator Yow stated that the Ordinance would not have any effect on the ongoing litigation with the telephone company over lines serving City residents. The Ordinance applies to lines in streets that do not serve City customers. Attorney Walsh stated that he had reviewed the matter with the attorney representing the City in the case versus BellSouth.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the Third Reading of an Ordinance requiring franchise or consent agreement for placing lines in streets. This motion was unanimously approved.

City Administrator Yow told Council that he had received a request from the County Administrator to waive a building permit fee for renovations to the third floor of the County Administrative building. He stated that the waiver does not apply to any other building permit fees in the future.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to waive the building permit fee for Orangeburg County for the third floor administrative building renovations. This motion was unanimously approved.

## CITY COUNCIL MINUTES

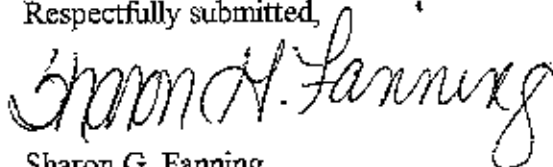
MAY 5, 1998

PAGE 2

A motion was made by Councilmember Miller, seconded by Councilmember Rheney, to approve the Third Reading of an Ordinance to provide for the establishment of an Orangeburg County/City Industrial Park Commission to govern the operation of the Orangeburg County/City Industrial Park. This motion was unanimously approved.

There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb





## **RESOLUTION**

**WHEREAS,**

Clinton Keitt, Jr., faithfully served the City of Orangeburg Public Works Department for thirty-one years, six months and three days with a retirement date of April 28, 1998; and

**WHEREAS,**

he, through his long and faithful service, contributed greatly to the successful operation of the City of Orangeburg Public Works Department; and

**WHEREAS,**

the City Council, in recognition of the fine contribution rendered the City of Orangeburg, wants to inscribe on the records its appreciation.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Members of Council, in Council assembled, do officially recognize the faithful service rendered to the City of Orangeburg in the capacities in which he served the City and we take pride in commending him for a job well done.

**BE IT FURTHER RESOLVED** that a copy of this Resolution, in appreciation for his devotion of duty to the City of Orangeburg, be placed in the Minute Book of the City and a copy furnished to Mr. Keitt in recognition of his services.

**PASSED BY** the City Council of the City of Orangeburg, State of South Carolina, this 5th day of May 1998.



*Martin C. Cheatham*  
\_\_\_\_\_  
MAYOR

*Joseph W. Rhoney*  
\_\_\_\_\_  
*James M. Min*  
\_\_\_\_\_

*Samuel Haire*  
\_\_\_\_\_  
*Robert Colley*  
\_\_\_\_\_  
*Clinton Keitt*  
\_\_\_\_\_  
*Sandra P. Roberts*  
\_\_\_\_\_  
MEMBERS OF COUNCIL

ATTEST:

*Shannon H. Lanning*  
\_\_\_\_\_  
CITY CLERK

## CITY COUNCIL MINUTES

### MAY 19, 1998

Orangeburg City Council held a Public Hearing on Tuesday, May 19, 1998, at 7:00 p.m. in Council Chambers, with Mayor Cheatham presiding. The purpose of the first Public Hearing was for a Needs Assessment Hearing to apply for a new Community Development Block Grant. Assistant City Administrator Bushyager stated that the City would apply for the next \$350,000 Community Development Block Grant to rehabilitate fifteen (15) owner-occupied houses at an average of \$20,000 per house. Hearing no public comments, the first Public Hearing was closed.

The second Public Hearing was for the purpose of closing the current Community Development Block Grant. Mr. Bill Finley of Lower Savannah Council of Governments stated that under this grant twenty-three (23) houses, mostly in the Glover Street and Sunnyside Street areas, with a total of fifty-six (56) beneficiaries, have been rehabilitated at a total cost of \$434,952. Also, he told Council that although the state has dropped the grant limit from \$500,000 to \$350,000, it did increase the number of times a government entity can apply. Hearing no public comments, the second Public Hearing was closed. Council then entered into its regularly scheduled meeting.

#### **PRESENT:**

**Martin C. Cheatham**  
**Bernard Haire**  
**L. Zimmerman Keitt**  
**Sandra P. Knotts**  
**Paul A. Miller**  
**Joyce W. Rheney**  
**W. Everette Salley**

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to approve the May 5, 1998, City Council Minutes as distributed. This was a 5-0 vote. Councilmember Haire and Mayor Pro Tem Keitt abstained as they were not present at that meeting.

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to approve the First Reading of an Ordinance to convey real property located on George Pickett Street to Edisto Habitat for Humanity. This motion was unanimously approved.

City Administrator Yow asked Council for their approval of the First Reading of an Ordinance to annex real property (Courtyard Subdivision) into the City limits. He stated one thing to point out, and is a major consideration in any area, is that it already has sewer. There are five houses now and twelve to fifteen lots. If the area is annexed, the City should receive about \$2,500 to \$3,000 in taxes from the homes and automobiles. The City would provide police and fire protection, sanitation and zoning. Residents would no longer pay fire contracts and they would get a reduction on utilities. City Administrator Yow stated, "One reason they want to be annexed into the City is for zoning protection."

Councilmember Salley stated that he was concerned that the potential for creating another island is great. He asked that the little piece of undeveloped property on Riley Street could be added to the annexation request to remove that potential. City Administrator Yow stated that the City already has three or four such island areas. He asked Council to act on the petition, as presented by the homeowners. If City Council wishes to adopt a policy of changing our method of aggressively caused areas to be annexed, we should discuss it at the planning retreat.

Mayor Cheatham stated that the fact that these people want to come into the City is a real plus. "I don't think we should turn anyone down."

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to approve the First Reading of an Ordinance to annex real property (Courtyard Subdivision) into the corporate limits of the City of Orangeburg, South Carolina. This was a 5-0 vote. Councilmember's Knotts and Haire abstained from voting.

## CITY COUNCIL MINUTES

MAY 19, 1998

PAGE 2

City Administrator Yow stated that with the passage of an Ordinance establishing the Orangeburg County/City Industrial Park requires a commission member appointment by City Council. The person appointed shall be a current member of City Council.

City Administrator Yow stated that their had been two nominations, Councilmember's Miller and Knotts. Ballots were passed out for voting. City Attorney Walsh stated that there needed to be an open vote taken.

Councilmember Rheney stated she had nominated Councilmember Miller, because he had expressed the desire to serve on the Commission.

Councilmember Haire stated that, "In defense or support of Sandra Knotts, I feel our Boards and Commissions should be reflective of City Council. As you know, there are presently no minorities on this Commission, as relates to this Council. This should reflect the make-up and that's why I nominated Ms. Knotts."

A voted was taken. The vote was 4-3 in favor of Councilmember Miller. Councilmember Rheney, Salley, Miller and Mayor Cheatham voted for Councilmember Miller, while Mayor Pro Tem Keitt, and Councilmember's Knotts and Haire voted for Councilmember Knotts.

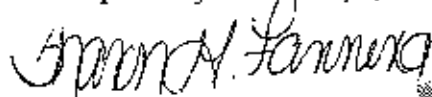
City Administrator Yow asked Council for authorization to purchase an aerial platform pumper. The Department of Public Safety sent six bids out for the pumper. One bid on a Pierce Aerial Platform Pumper from Spartan Fire and Emergency Apparatus, Inc. was received. The bid price was \$625,223. After review of the bid, the Department of Public Safety reduced the bid to \$612,159 by identifying optional equipment, which could be eliminated without affecting the performance of the pumper. A check was made with other cities/counties and indicated that the price is in order when compared to the bid price received by the other locations. City Administrator Yow stated that the pumper is being lease purchased through NationsBank and we may try to reduce the purchase price further by making a large down payment..

City Administrator Yow gave Council notice that appointments to the Grievance Committee, Construction Board of Appeals and alternatives to the Construction Board of Appeals will be made at the next meeting.

There were no utility matters brought before Council from the Department of Public Utilities.

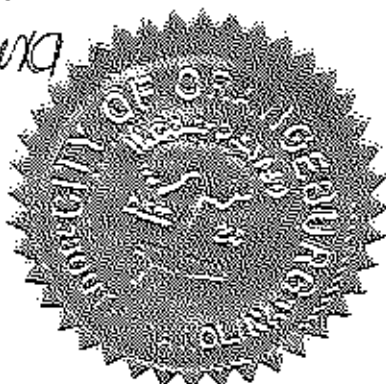
There being no further business, the meeting was adjourned.

Respectfully submitted, .



Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES

### JUNE 2, 1998

Orangeburg City Council held a Public Hearing on Tuesday, June 2, 1998, at 7:00 P.M., in City Council Chambers with Mayor Cheatham presiding. The purpose of the Public Hearing was to discuss an application to be submitted to the South Carolina Department of Commerce, Office of Community Grant Programs for Community Development Block Grant to undertake housing rehabilitation projects. Assistant City Administrator Bushyager stated that the scope of the project would focus in the Salley, Lindale and Riggs Street areas. Twelve (12) homeowners have committed to the project already and fifteen (15) are needed to submit an application. He stated, "We've run into a lot of rental property and we're striving for all owner-occupied". Mr. Bill Finley of Lower Savannah Council of Governments stated that he feels there is no problem in getting fifteen (15) commitments. However, if needed the application may be amended at a later time to meet requirements. Also, all notices have been published in the newspaper. Hearing no comments, the Public Hearing was closed.

Council entered into its regularly scheduled meeting. An invocation was given by Reverend Scott Alewine of Covenant Baptist Church.

#### **PRESENT:**

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

#### **ABSENT:**

Sandra P. Knotts

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to approve the May 19, 1998, City Council Minutes as distributed. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the Second Reading of an Ordinance to convey real property located on George Pickett Street to Edisto Habitat for Humanity. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Rheney, to approve the Second Reading of an Ordinance to annex real property (Courtyard Subdivision) into the corporate limits of the City of Orangeburg, South Carolina. This was a 5-0 vote. Councilmember Haire abstained from voting.

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to appoint Lt. James F. Thorpe of the Department of Public Safety and Joe T. Duley of the Service Department to the City Grievance Committee for three year terms expiring June, 2001. Mr. J. West Summers and Mr. Walter J. Salters were reappointed to the Construction Board of Appeals for four year terms expiring July, 2002. Mr. Marion Black and Mr. Jimmy Evans were reappointed to the Construction Board of Appeals as alternates for one year terms expiring July, 1999. This motion was unanimously approved.



## CITY COUNCIL MINUTES

JUNE 2, 1998

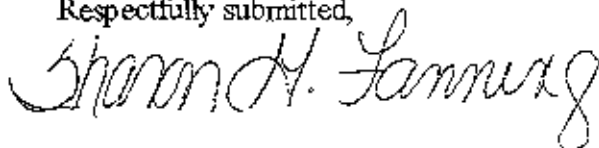
PAGE 2

There were no Department of Public Utility matters brought before Council.

A motion was made by Councilmember Rheney, seconded by Mayor Pro Tem Keitt, to enter into an Executive Session for a briefing on a legal matter concerning BellSouth vs. the City of Orangeburg.

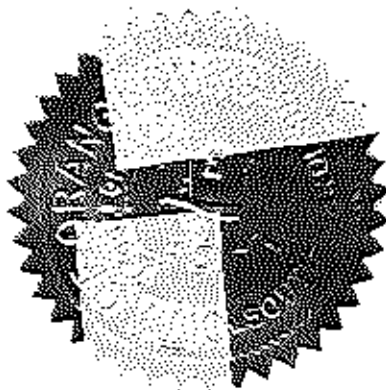
There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES

### JUNE 16, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, June 16, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Reverend Lavern Keitt of Mt. Zion Church.

#### PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

Mr. Terry Roberson told Council that Orangeburg will be host to the sectionals round of competition in the 1998 Jr. Goodwill Games on Sunday, June 28, 1998. He stated, "That nine months ago I was thinking how to bring more publicity to Orangeburg and I saw an article that Ted Turner will put on the Jr. Goodwill Games and I then began a lobbying effort to get Orangeburg chosen. I was hoping the City would help along with South Carolina State University. I was trying for the regionals and we ended up with the sectionals. That's even bigger and will include three fourths of the state." He stated that the games will be held at South Carolina State University and asked the City for volunteer help. Three-hundred to four-hundred children from all over the state will come to Orangeburg. These children will range in age from eight to twelve and will compete in track, swimming and basketball events. Mayor Cheatham stated, "I think I can speak for all of Council that we will make the City facilities and personnel available."

Councilmember Rheney stated that a cable technician had told her that Time Warner was going to expand the number of channels to seventy-five. She asked if this happens would residents be able to receive the Charleston television stations again. Mr. Roberson explained that a mapping system will provide the capability of one-hundred plus channels. He stated that this would be quite an opportunity to provide some new and possibly old channels.

A motion was made by Councilmember Rheney, seconded by Mayor Pro Tem Keitt, to approve the June 2, 1998, City Council Minutes as distributed. This was a 6-0 vote. Councilmember Knotts abstained from voting as she was not at this meeting.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the Third Reading of an Ordinance to convey real property located on George Pickett Street to Edisto Habitat for Humanity. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Salley, to approve the Third Reading of an Ordinance to annex real property (Courtyard Subdivision) into the corporate limits of the City of Orangeburg, South Carolina. This was a 5-1 vote. Councilmember Haire opposed this motion. Councilmember Knotts abstained from voting.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller to approve a Resolution authorizing \$5,000 matching local funds for a \$350,000 Community Development Block Grant (CDBG) application. This motion was unanimously approved.

City Administrator Yow asked Council for their approval on extending the grant for School Resource Officer. The amount of the award is \$33,988 for the grant period of July 1, 1998 through June 30, 1999. The grant will require a 25% match from the City of Orangeburg which will be met with funds from the existing budget. A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the authorization to extend the grant for School Resource Officer. This motion was unanimously approved.

CITY COUNCIL MINUTES  
JUNE 16, 1998  
PAGE 2

Mayor Pro Tem Keitt nominated Ms. Mia Buck to serve on the Planning Commission. A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Rheney, to appoint Mia Buck to the Planning Commission. This motion was unanimously approved.

There were no utility matters brought before Council.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to enter into an Executive Session for a contractual matter concerning purchase of property for a parking lot development and potential restoration of a downtown building.

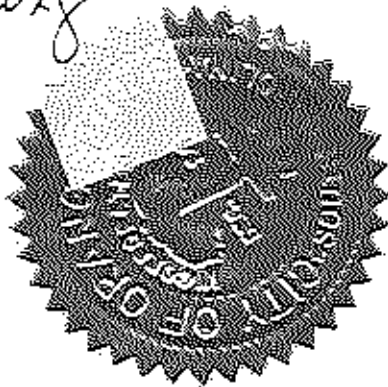
There being no further business, the meeting was adjourned.

Respectfully submitted,

*Sharon G. Fanning*

Sharon G. Fanning  
City Clerk

/pfb



## RESOLUTION

### A RESOLUTION AUTHORIZING \$5,000 MATCHING LOCAL FUNDS FOR A \$350,000 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION SUBMITTED TO THE DEPARTMENT OF COMMERCE

WHEREAS, the City of Orangeburg, South Carolina, desires to provide safe and decent living conditions for the citizens of the City; and

WHEREAS, the City of Orangeburg is applying for a \$350,000 Community Development Block Grant to correct code violations in some of the existing housing stock; and

WHEREAS, the City must provide matching funds for the Community Development Block Grant application,

NOW THEREFORE, BE IT RESOLVED, THAT THE MAYOR AND CITY COUNCIL in meeting duly assembled and by the authority thereof, that the City of Orangeburg is committing \$5,000 in cash for the required matching funds for a Community Development Block Grant Application.

BE IT FURTHER RESOLVED that the City Administrator is authorized to sign and execute all other documents relating thereto.

BE IT FURTHER RESOLVED that funds for the matching \$5,000 shall be paid from the Grant Match fund.

Signed this 16<sup>th</sup> day of June, 1998.

*Martin E. Cheatham*  
Mayor

*James D. Hair*  
*Dandra P. Knott*  
*Paul M.*

ATTEST:

*Sharon H. Fanning*  
Sharon Fanning  
City Clerk

*James D. Hair*  
*George Cheatham*  
*Paul M.*



## CITY COUNCIL MINUTES JULY 7, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, July 7, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Reverend Frank Meyers of New Hope Baptist Church.

### PRESENT:

**Martin C. Cheatham**  
**Bernard Haire**  
**L. Zimmerman Keitt**  
**Sandra P. Knotts**  
**Paul A. Miller**  
**Joyce W. Rheney**  
**W. Everette Salley**

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to approve the June 16, 1998, City Council Minutes as distributed. This motion was unanimously approved.

Mayor Cheatham, Councilmember Salley and Department of Public Utilities Manager Boatwright presented David W. Gilliam, Director of DPU's Electric Division with a Resolution of appreciation of his devotion to the City for thirty-three (33) years, three (3) months and twenty-eight (28) days of service. Mr. Gilliam retired on June 30, 1998.

Mr. John Bagwell was introduced to Council as the new Director of the Electric Division.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the First Reading of an Ordinance assigning annexed area of South Carolina State University to City voting district #4. This was a 6-0 vote. Councilmember Haire abstained from voting. City Administrator Yow told Council that although Council had already assigned SCSU to voting district #4, that an official Ordinance is required by the U.S. Justice Department for its approval.

City Administrator Yow presented to Council the request of Orangeburg County to endorse a One-percent (1%) Capital Project Sales and Use Tax. Orangeburg County Council issued a statement of intent as to how much each municipality would receive, if approved by referendum in November. City Administrator Yow stated if voters approve the penny tax in a county wide referendum in November, more than \$52 million would be raised in the County over seven years to pay for capital projects. The City would receive 16% of the estimated \$52 million or \$8,365,993.13. Mayor Cheatham stated, "I support them in this proposal to add a one-percent sales tax for capital projects." He listed several projects that the City would fund with the \$8.3 million. "There are recreation projects. We could add substations to serve outlying areas for the Department of Public Safety. The paving of roads--there are a few unpaved roads in the City and possibly we could do some work at the Airport. Even after the completion of the new runway, it's badly in need of some paving. That's one thing we can take into consideration." Mayor Cheatham stated that the County is particularly concerned about providing water and sewer service. "We're going to have to address this issue sooner or later. This is an excellent way to address the issue regarding sewer. Everyone who lives in a congested area needs sewer. If we get \$8.3 million, it will certainly help us maybe build a Public Safety Complex. These are some things we've talked about, but not decided definitely."

Mayor Pro Tem Keitt stated, "It's a very good idea, it will help the City do a lot of things it wants to do. With the County interested in water and sewer that will benefit us anyway." City Administrator Yow stated that there is a July deadline and a list of projects needs to be provided to him for consideration. City Administrator Yow asked Council to pass a Resolution to support the creation of a six member Commission that would review and prioritize capital projects. Three members would represent the County, two would represent the City and one would represent the County's other sixteen municipalities. Councilmember Miller asked about the authority of the Commission. City Administrator Yow

## RESOLUTION

**A RESOLUTION TO SUPPORT THE CREATION OF A COMMISSION PURSUANT TO THE CAPITAL PROJECT SALES AND USE TAX ACT, SOUTH CAROLINA CODE ANNOTATED SECTION 4-10-300, ET. SEQ**

**WHEREAS,** The South Carolina General Assembly has enacted the Capital Project Sales Tax Act; and

**WHEREAS,** the County governing body may impose a one percent (1%) sales and use tax by Ordinance subject to a public referendum; and

**WHEREAS,** a Commission will be created subject to the provisions of Section 4-10-320, South Carolina Code, Annotated of the Capital Project Sales Tax Act and the City of Orangeburg City Council will make two (2) appointments to this Commission; and

**WHEREAS,** this Commission will consider proposals for funding capital projects within the County area, (including municipalities) and the formulation of a referendum question, which is to appear on the ballots; and

**WHEREAS,** municipalities should receive funding based on their population percentages as calculated against the entire County population and

**WHEREAS,** the City of Orangeburg has been advised that it will receive sixteen (16%) of the total funding; and

**WHEREAS,** these funds will be used toward capital projects that will improve public services and the overall quality of lives for the citizens of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Members of the Council, of the City of Orangeburg, that based upon the above premises, they support the creation of said Commission and the passage of a Capital Project Sales Tax.

**DONE AND RATIFIED** by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 7th day of July, 1998.



**ATTEST:**

*Sharon M. Lanning*  
CITY CLERK

*Marshall Cheatham*  
MAYOR  
*James W. Roney*  
*Dandra P. Knight*  
*Paul M. Mize*  
*James H. Hain*  
*Robert L. Hain*  
*Robert L. Hain*  
MEMBERS OF COUNCIL

**FY 1997-98**  
**2% FUND**

<b>Stevenson Auditorium</b>	<b>\$25,000</b>
<b>Web Site</b>	<b>\$ 1,000</b>
<b>Billboards</b>	<b>\$ 6,000</b>
<b>Canoe Docks</b>	<b>\$ 6,000</b>
<b>Garden for Blind</b>	<b>\$15,000</b>
<b>Christmas Display</b>	<b>\$ 4,000</b>
<b>Test Garden Sign</b>	<b>\$ 1,300</b>
<b>Welcome Sign</b>	<b>\$ 5,000</b>
<b>Airport Runway</b>	<b>\$193,688</b>
<b>Middleton Renovation</b>	<b>\$15,000</b>
<b>Garden Parking Lot (Entrance)</b>	<b>\$22,000</b>
<b>Garden Parking Lot</b>	<b>\$150,000</b>
<b>Downtown Parking Lot</b>	<b>\$21,000</b>
<b>Litter Containers</b>	<b>\$ 2,000</b>
	<hr/>
	<b>\$466,988</b>

# BUDGET WORKSHOP MINUTES

## JULY 14, 1998

Orangeburg City Council held a Budget Workshop Meeting on July 14, 1998, at 6:00 P.M., in Council Chambers. An invocation was given by Mayor Cheatham.

### PRESENT:

Martin C. Cheatham  
 Bernard Haire  
 Paul A. Miller  
 Sandra P. Knotts  
 Joyce W. Rheney  
 W. Everette Salley  
 John H. Yow, City Administrator  
 David R. Bushyager, Assistant City Administrator  
 Sharon G. Fanning, Finance Director

### ABSENT:

L. Zimmerman Keitt

The purpose of this meeting was to conduct a Budget Workshop for Fiscal Year 1998-99 Budget. City Administrator Yow gave Council a budget summary overview (See Attachments). Some of the topics discussed were:

- (1) City Administrator Yow opened the meeting with discussion on health insurance rates. He stated the City netted over \$37,000 in reserves on medical insurance. There will be no increase to the City or employees at this time.
- (2) City Administrator Yow gave a brief report on Council's Budget Retreat as information.
- (3) City Administrator Yow highlighted revenues for Council. He stated there was no proposed property tax millage increase. Residential and commercial sanitation fees remain the same but new revenue budgeted under residential sanitation is due to City-wide roll-out service. Revenues for fines are up due to the amount of reassessment required by the state that the City has to remit. This increase is to purchase video cameras for state cars. \$500,000 fund balance will be brought forward. Airport revenue will not cover expenses and a transfer to cover the new runway will be in excess of \$175,000 and also a transfer from the General fund will be needed to cover operating expenses. Councilmember Salley suggested that the City ask the Airport group about landing fees at other Airports. Mayor Cheatham stated that the City ought to challenge the group to come up with additional revenues.

City Administrator Yow stated that there is \$700,000 budgeted for hospitality and accommodations tax monies. There was no fire contract rate increase. Mayor Cheatham stated that Council needs to consider raising fire contract penalties. Councilmember Miller agreed that the penalty needs to be more severe. Councilmember Salley suggested going from \$500 to \$1,000 plus the cost to fight the fire. Councilmember Haire stated that publicity needs to be done right on this and to let the public know what the ramifications will be if you do not have a fire contract. City Administrator Yow stated that no monies were budgeted for BellSouth franchise fees. He also told Council that the City needed to start preparing for a reduction in the Local Government Fund next budget year.

- (4) Council listed several priority projects associated with the one-percent (1%) Capital Sales and Use Tax. These included:

Recreational Complex  
 Resurface the existing runway  
 Additional fire substations  
 DPS complex  
 RV Park



**BUDGET WORKSHOP MINUTES****JULY 14, 1998****PAGE 2**

- (5) City Administrator Yow reviewed expenditure highlights with Council. A three-percent (3%) Cost-of-Living raise for employees has been included in the budget. No new employees have been added. Several positions have been upgraded.

Public Works Director Bowden gave Council an update on the Airport Runway Project. He stated that construction is continuing. Increased expenses in facility maintenance include the spraying at the end of the runway for vegetation. He stated a point of sale software program has been purchased to track sales and inventory better. Councilmember Salley stated that constant changing in gas prices can become a problem and a handle needs to be gotten on how this is done, along with different discounts being given. A survey needs to be done with prices for competition purposes.

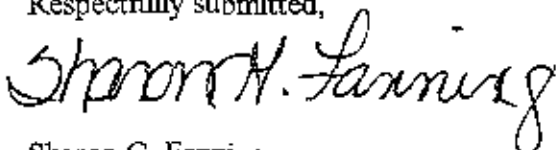
Director Bowden discussed the Comprehensive Code Enforcement Program. He told Council of the final plans for the closure of the landfill. Councilmember Salley asked what the City will do with the property once the landfill is closed? Director Bowden responded that we would have to see how much it settles first then it may be a possible site to store materials. He told Council that at the garage a new network system has been installed. This is being used to put repair orders and inventory parts on the computer. This will allow departments to see exactly how much it cost to operate a certain vehicle. This in turn gives ample notice as to when it would be cost effective to replace a vehicle. Councilmember Salley asked if the system tracks operators also? Director Bowden responded, not at this time. Mayor Cheatham reiterated about keeping the garage area (inside and out) as tidy as possible. Director Bowden told Council that accurate records in the Sanitation Division were needed for a full cost disclosure plan and benchmarking. Councilmember Haire asked why it cost so much to paint two (2) of the sanitation trucks? Director Bowden stated that they had to be sandblasted and painted. He stated 1,000 new carts at \$50.00 each was needed to go to mandatory residential garbage pickup. Other cities are already requiring this. He stated for a five (5) unit complex with one (1) meter, one (1) cart is not going to be enough. Councilmember Haire asked what a self-contained grapple unit was? Director Bowden explained that on hot days the units are kept running or the hydraulic hose will pop. Mayor Cheatham stated that the City is cleaner and the one-day pickup is working good.

Service Department Director Brant discussed his budget with Council. He had one title promotion to affect the salary line items. He discussed his proposed capital outlay items. Councilmember Haire asked if the City plans to sell the old street sweeper since a new one has been budgeted? City Administrator Yow stated that it would probably be sold. Mayor Cheatham stated that he would like a program established to kill grass around medians and curbs. Director Brant stated there is a program in place. His crews spray with round-up and after three days they then weed the area. This makes the streets and medians look better. There were no substantial changes other than capital outlay requests in the Service Department budget.

Hillcrest Manager Bryant discussed with Council his capital outlay requests. He told Council that the price he received on seven foot (7") wide concrete cart paths was approximately \$250,000. He stated that 23,011 feet had to be paved and would take 17,888 cubic yards of concrete. He also stated that his crews would pull the dirt to the sides themselves. City Administrator Yow stated that in the Hillcrest Pro Shop Fund a transfer of \$47,245 was being made to the Golf Course to assist in making Hillcrest operations self-sustaining.

There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb

**FY 1998-99**  
**2% FUND**

**\$700,000 Revenues**

**\$ 75,000 Hillcrest Capital Reimbursement**

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**\$775,000**

<b>Canoe Dock</b>	<b>\$ 6,000</b>
<b>Downtown Bldg. Market Street</b>	<b>\$108,000</b>
<b>Cemeteries (15K each)</b>	<b>\$ 30,000</b>
<b>Mirmow Field</b>	<b>\$ 50,000</b>
<b>Computer/Software Gardens</b>	<b>\$ 9,500</b>
<b>Christmas Display</b>	<b>\$ 20,000</b>
<b>Planting Materials</b>	<b>\$ 34,000</b>
<b>DORA Program</b>	<b>\$ 25,000</b>
<b>Orangeburg CDC</b>	<b>\$ 40,000</b>
<b>Parking Lot behind Cherry's</b>	<b>\$ 40,000</b>
<b>First National Building</b>	<b>\$ 40,000</b>
<b>Billboards</b>	<b>\$ 6,000</b>
<b>Brochures</b>	<b>\$ 2,000</b>
<b>Airport Promotion Plan</b>	<b>\$ 15,000</b>
<b>Orangeburg Arts Center</b>	<b>\$ 12,500</b>
	<hr/>
	<b>\$438,000</b>

**REVENUE BOND**  
**20 YEAR--6.5%**

Spray Pool	\$150,000
Cart Paths	\$300,000
Airport Runway	\$175,000
Downtown Parking Lot	\$200,000
Russell Riverside	\$300,000
Downtown Streetscape	\$2,000,000
Hillcrest Parking Lot	\$100,000
Stevenson Auditorium	\$200,000
Gardens Entrance	\$100,000
Broughton Parking Lot	\$150,000
	<hr/>
	\$3,675,000

Payment \$330,000 Annually

## **HIGHLIGHTS**

### **FISCAL YEAR 1998-99 BUDGET DOCUMENT JULY 14-15, 1998**

#### **REVENUES:**

No proposed property tax millage increase; are concerned about being able to get the true value of mill from the County

No increase in business license fee; do anticipate new revenue from long distance telephone companies

Residential and commercial sanitation fees remain the same. New revenue under residential is due to planned City-wide roll out service

Fire protection rates remain the same

Revenues for fines up due to amount of reassessment required by state that we have to remit to them

Franchise fees remain the same

\$500,000 fund balance brought forward; should net close to this amount in current fiscal year

No increase in DPU transfer

Investment income continues to grow due to improved fund balance

Income from several grants in budget--namely airport, PARD and COPS

Hillcrest revenue projected to cover expenses

Airport revenue will not cover expenses--will need transfer to cover capital (runway) +\$175,000 and transfer to cover operating

\$700,000+ in 2% Projects Fund

**HIGHLIGHTS**  
**FISCAL YEAR 1998-99**  
**BUDGET DOCUMENT**  
**JULY 14-15, 1998**

**EXPENDITURES**

3% raise for employees — approximately \$140,000

Continue Tuition Reimbursement Program

No increased pass throughs to employees on health or dental insurance

Continue to match several grants

No new employees; upgraded several positions

Two (2) new sanitation trucks; one (1) new street sweeper, many other capital equipment; also \$50,000 in roll out containers

Funding for DORA, Keep America Beautiful, Arts Center, Stevenson Auditorium, Orangeburg Cemetery

## BUDGET WORKSHOP MINUTES JULY 15, 1998

Orangeburg City Council held a Budget Workshop meeting on July 15, 1998, at 6:00 P.M., in Council Chambers. An invocation was given by Councilmember Haire.

### PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley  
John H. Yow, City Administrator  
David R. Bushyager, Assistant City Administrator  
Sharon G. Fanning, Finance Director

The purpose of this meeting was to conduct a Budget Workshop for Fiscal Year 1998-99.

City Administrator Yow highlighted the Administrative Department's budget. There were no significant changes from last year. No capital outlay items were requested. The Special Projects Coordinator position was budgeted and to be filled before Fiscal Year 1997-98 ends.

Assistant City Administrator Bushyager highlighted the Community Planning Division. A new computer is needed and is the only capital outlay item requested. Also, a computer desk has been budgeted. A \$10,000 grant match again this year has been budgeted in this Division.

Finance Director Fanning gave an overview of the Finance Department's proposed budget. There were no substantial changes in this budget. No capital outlay items have been requested in the Finance and Records Division or Data Processing Division. She stated that there was a vacancy in the Data Processing Division Systems Analyst position and the salary for that position has been upgraded.

City Administrator Yow gave Council an overview of the non-operating budget. He told Council that the donations for the Orangeburg Arts Center, Keep America Beautiful (KAB) and Downtown Orangeburg Revitalization (DORA) have been moved to the two-percent (2%) Fund. Also, the Building Code Enforcement line item was moved from the Community Planning Division into the Non-Operating department.

City Administrator Yow gave Council an overview of their Executive budget. There were no changes with the exception of Attorney Walsh's salary being increased and his charges for Municipal Court under special expense being reduced by that amount. There were no capital outlay items requested.

Department of Public Safety Director Davis discussed with Council the vision statement for his Department. He also discussed the need for salary increases and updated equipment to attract officers to this area. Disciplinary procedures in his department were briefly discussed. Councilmember Knotts asked if the City has officers on bicycles? Director Davis told Council of the positive response he has received from some of his officers patrolling on bicycles. This also increases visibility. Discussion was held on the CairnsIRIS. Mayor Cheatham asked where the Edisto Medical Alliance (a group raising monies to purchase the first CairnsIRIS for the City of Orangeburg) stood on donations. Director Davis stated that they were about \$5,000 short of the \$25,000 needed to purchase the Thermal Imaging Helmet. Mayor Cheatham stated that he thought the City should also purchase a CairnsIRIS. It was decided that the City would purchase one CairnsIRIS with monies being transferred from the Fire Equipment Reserve Fund. Director Davis gave Council an update on his grant divisions, along with capital requests.

## **CITY COUNCIL MINUTES**

### **JULY 21, 1998**

Orangeburg City Council held its regularly scheduled meeting on July 21, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Councilmember Miller.

#### **PRESENT:**

**Martin C. Cheatham**  
**Bernard Haire**  
**L. Zimmerman Keitt**  
**Sandra P. Knotts**  
**Paul A. Miller**  
**Joyce W. Rheney**  
**W. Everette Salley**

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the July 7, 1998, City Council Minutes as distributed. This motion was unanimously approved.

An appearance was made by Ms. Lucy Barwick of the Edisto Medical Alliance. Her organization is raising funds to purchase a CairnsIRIS Thermal Imaging System for the Department of Public Safety. She stated that over \$20,000 has been raised for the unit that costs \$25,300. She also showed a video to City Council. A motion was made by Mayor Cheatham, seconded by all Councilmembers, to give the balance needed towards the purchase of the one CairnsIRIS and to provide funds to purchase an entire second unit. The funds will be provided from the Fire Equipment Reserve Fund. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Rheney, to approve the Second Reading of an Ordinance assigning annexed area of South Carolina State University to the City voting District #4. This was a 6-0 vote, Councilmember Haire abstained from voting.

Mayor Cheatham proclaimed July 21, 1998, as "Sidney B. Young Day" in appreciation of the Clafin College Band Master's service to family, education, scouting, church, and civic activities. Mr. and Mrs. Young were present to receive the Proclamation.

City Administrator Yow asked Council to approve the First Reading of an Ordinance to adopt a budget for Fiscal Year beginning October 1, 1998 and ending September 30, 1999. He stated there was no proposed property tax increase with the millage remaining 75. "We are monitoring what the County does with the value of a mill and we're still not certain what that may be. It may change before Second or Third Reading. Hopefully we can get updated information from the County before we have Third Reading. If not, we will have to come back and do an amended budget." He stated there was no increase in business license fees, sanitation fees or fire protection rates. "Council at the budget works sessions felt strongly about increasing the fire service penalty for the calls we go to that do not have a fire contract. A service charge of \$1,000 will be implemented for residents or businesses that we answer a call for that do not have a contract." There is no increase in the Department of Public Utilities transfer fee.

Mayor Cheatham stated that all of this material was carefully studied by Council at the two night budget works sessions held on July 14, and 15, 1998. A motion was made by Councilmember Haire, seconded by Councilmember Miller, to approve the First Reading of an Ordinance to raise and adopt a Budget for the City of Orangeburg, South Carolina, for Fiscal Year beginning October 1, 1998 and ending September 30, 1999 in the amount of \$15.7 million. This motion was unanimously approved.

**CITY COUNCIL MINUTES**  
**JULY 21, 1998**  
**PAGE 2**

City Administrator Yow asked Council to approve the First Reading of an Ordinance to amend the Fiscal Year 1997-98 Budget. He stated he was again happy to announce that this Budget would come in with revenues exceeding expenditures. Also, before Second Reading the numbers would change slightly to reflect the motion that Council made earlier concerning the purchase of a CairnsIRIS.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Salley, to approve the First Reading of an Ordinance to amend the Budget for the City of Orangeburg, South Carolina, for Fiscal year beginning October 1, 1997 and ending September 30, 1998. This motion was unanimously approved.

Department of Public Safety Director Davis told Council that he had received word from the Department of Justice regarding a supplemental award to a COPS Universal Hiring Grant. The City initially received the award in March, 1995. This award is for the hiring of two (2) additional officers. The additional award is in the amount of \$146,595. The City's twenty-five (25%) match is included in the existing budget.

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to accept the supplemental award to the COPS Universal Hiring Grant in the amount of \$146,595 and authorize City Administrator Yow to sign the grant documents. This motion was unanimously approved.

City Administrator Yow told Council that included in their packet was a letter from County Council Chairman, John Rickenbaker, requesting that Council appoint two (2) persons to serve on the One-Percent (1%) Capital Sales and Use Tax Commission and for the City to develop a specific list of proposed projects and costs no later than July 28, 1998. At the July 7, 1998, Council meeting, Council passed a Resolution supporting County Council's request to hold a referendum for the passage of a One-percent (1%) Capital Sales and Use Tax.

A motion was made by Mayor Cheatham, seconded by Councilmember Miller, to nominate City Administrator Yow and Dr. Ghussan Rouse Greene, to represent the City on the One-Percent (1%) Capital Sales and Use Tax Commission. This motion was unanimously approved.

City Administrator Yow asked Council at the earlier Council meeting to call him with any suggestions they may have of projects to be put on the list to send to the Commission. Also, projects were discussed at the budget work sessions. He presented a list to Council of potential projects to be funded through this One-Percent (1%) Capital Sales and Use Tax. This list totaled \$10 million. The amount roughly the City has to work is \$8.3 million over a seven year period. He stated some of the numbers such as the paving of the existing runway, \$1.3 million is from the engineer's estimates that are doing our existing runway work. "This number is set in concrete. The gymnasium matching funds toward a \$250,000 grant is set. We know we have a grant through SC Regional Housing Authority #3. Some of the numbers can be worked with one way or the other." He stated, "We can obviously spend less on a recreation complex than \$4 million or we can spend more."

Discussion was held on specific projects on the list. City Administrator Yow told Council that the difference between fire substation #1 cost of \$350,000 and fire substation #2 cost \$300,000 has to do with the ISO review. It was pointed out that we need more training facilities with acreage to build a fire tower. He stated that with the RV Park we can spend \$1.5 to \$3 million to build it. If we do not spend the \$3 million we will have to build in increments. The cart building at Hillcrest is going to be needed over the next several years. He stated that the DPS Complex has been high priority with Council for the last four or five years, but we did not have the funds available. Councilmember Salley stated, "That if we change the figures a little bit we can cover all these projects and rearrange them in any order you want to and they would all be covered. It does not mean we can not do these by dropping these figures because I think we're going to see new figures come in if this is passed. As we move into this I think the figures are going to be much higher than we're showing now." Mayor Cheatham stated that the feels more revenue will come in also. Councilmember Haire stated that the actual vote on this One-Percent (1%) does



## CITY COUNCIL MINUTES

JULY 21, 1998

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not take place until November. He asked, "Why is there a need to prioritize these particular items at this time?" There won't be any meetings until after the election is held. There are some things I would like to see but because I do not have dollar figures for them as of yet, I'm wondering why there is a need to prioritize them at this time when we will not be submitting them until after the election." City Administrator Yow stated, "We have to submit them to the Commission before the referendum question is formed. The Commission has to receive them ninety (90) days after the Resolution was passed." Councilmember Rheney asked, "If the list is flexible, such as if a project comes up, could we actually insert it?" Attorney Walsh stated no, that the referendum will list the projects and the monies. City Administrator Yow stated that there is a caveat in the legislation that if all the funds are not used what happens to them. The ballots itself will list these projects. Councilmember Miller stated that he would like to see us work the numbers around so that it can include the entire list because that's going to give the voters of the City of Orangeburg a better idea of what Council's intentions are, as to what the One-Percent (1%) Capital Sales and Use Tax will be spent for, if the referendum passes. I think they're all worthy projects and some of them are revenue producing projects. Submit the whole list." City Administrator Yow stated, "If we submit the whole list to be passed on the referendum we will be obligated to do the whole list, which means we're going to have to come up with some other funds or cut some costs. No where in the law does it talk about the time value of money. If you submit \$8.3 million worth of projects, you finance them over a seven year period, you will obviously have to come up with some interest income. There may be a plan in place somewhere but I'm not aware of it."

Councilmember Rheney stated that she would like to see the figures adjusted and the whole list submitted. She asked if there was a chance to get a grant for the runway project. City Administrator Yow stated that there was and possible other funding for other projects on the list. Councilmember Haire stated, "I don't want to see us start backing up because we had things in the past that we backed up on, such as the high school with a swimming pool because one problem or another and we wound up with not all that we wanted. I think if we're talking about a recreational complex, DPS complex, fire stations, RV Park, paving of a runway, cart building at Hillcrest, a gymnasium, I think we need to go on and prioritize these things. The figures you have are figures that pretty much represent what these things are going to cost. I would like to see us go on and prioritize this list." Mayor Cheatham stated he agreed that they should be prioritized.

A motion was made by Councilmember Haire, seconded by Mayor Pro Tem Keitt, to prioritize the recommended list of projects City Administrator Yow presented. This was a 4-1 vote. Councilmember Rheney opposed this motion. Councilmembers Miller and Salley abstained from voting.

Councilmember Salley stated that, "I think we should cut \$500,000 from the Recreational Complex, DPS Complex and the RV Park projects so that we can prioritize them and have all of them."

A motion was made by Councilmember Salley, seconded by Councilmember Rheney to cut \$500,000 from the Recreational Complex, DPS complex, and the RV Park projects. Councilmember Haire stated he had an unreadiness. "My intent or my motion was that we not compromise on the amounts we put here because there is a possibility we're going to need more. I am not in favor of subtracting the monies from any of the projects listed here." Mayor Pro Tem Keitt asked, "By cutting these amount do you foresee having the kind of building that we would like to have and feel comfortable with?" City Administrator Yow responded that he could not answer that. Mayor Cheatham called for the vote. This was a 3-3 vote. Mayor Cheatham, Councilmembers Knotts and Haire opposed this motion. Mayor Pro Tem Keitt abstained from voting. The motion did not carry.

Councilmember Miller stated, "You're asking us now to prioritize and cut some close to \$2 million out of the \$10 million that's proposed. How are you going to selectively pick and choose to come up with the money? You're not ever going to balance it out." City Administrator Yow

## CITY COUNCIL MINUTES

JULY 21, 1998

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stated that what Councilmember Salley meant was reducing the total by \$1.5 million and don't prioritize but send the whole list to the Commission. Councilmember Rheney asked where the numbers came from. City Administrator Yow stated that some are from other parks, etc., that have been built. Mayor Cheatham stated that we just had too short a period of time to get good hard numbers. Councilmember Miller stated, "City Council can't really make a good decision. County Council came to us a month ago and we voted to support it and now we have to prioritize

and they're all good projects." Councilmember Haire stated, "This is what making priorities is all about. You make your determination, what is important to you and I make my determination, what is important to me, and then from there the numbers that come out is what we go by.

Council decided to prioritize, in a previous motion, in order with #1 being ranked highest. Their lists are to be turned in to City Administrator Yow.

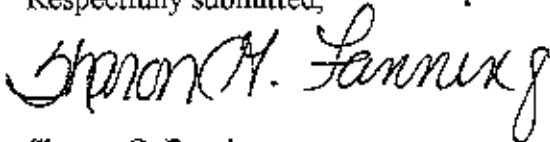
City Administrator Yow will then report back to Council with the results.

There were no utility matters brought before Council.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Haire to enter into an Executive Session for a matter covered by Attorney-Client Privilege. This motion was unanimously approved.

There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb

## City Council Minutes

### August 4, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, August 4, 1998, at 7:00 P.M. in Council Chambers with Mayor Cheatham presiding. An invocation as given by Mayor Pro Tem Keitt.

#### **PRESENT:**

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

#### **ABSENT:**

Sandra P. Knotts

City Administrator Yow introduced Mr. Warren Harley, the City's new Special Projects and Annexation Coordinator.

A motion was made by Councilmember Haire, seconded by Councilmember Miller, to approve the July 14, 1998, Budget Workshop Minutes as distributed. This was a 5-0 vote. Mayor Pro Tem Keitt abstained from voting as she was not present at this meeting. City Administrator Yow told Council that the attachment to this set of minutes, which was handed out at the workshop, concerning the Two Per-Cent (2 %) Fund numbers were working numbers only and not been finalized. Mayor Cheatham stated that he wanted to make sure the City moved ahead with it's plan to increase fire contract penalties from \$500 to \$1,000. "We've got to let people know in our fire district that it's going to cost them if they don't have fire contracts. There is a large percentage of people outside the City who do not have fire contracts. They've got to realize they'll be penalized. I'd like to consider charges for equipment, also. We should make sure the costs are calculated properly." City Administrator Yow stated that staff would be bringing these changes back to Council in Resolution form.

A motion was made by Councilmember Haire, seconded by Mayor Pro Tem Keitt, to approve the July 15, 1998, Budget Workshop Minutes as distributed. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Rheney, to approve the July 21, 1998, City Council Minutes as distributed. Before the vote was taken, Councilmember Salley questioned the minutes in reference to a 3-3 vote on his motion to cut \$500,000 from the Recreation and DPS Complex and RV Park projects from the July 21, 1998, City Council Meeting. At that meeting, a motion was made and vote was taken. Councilmembers Salley, Rheney and Miller voted for \$500,000 being cut from three projects and Mayor Cheatham, Councilmember Knotts and Haire opposed the motion. Mayor Pro Tem Keitt did not vote. She stated she knew she could break the tie but was not going to vote. It was recorded in the minutes as a 3-3 vote with Mayor Pro Tem Keitt abstaining. Councilmember Salley stated that according to City bylaws, not voting counts as an affirmative vote, which would mean the motion should have actually passed 4-3. Mayor Cheatham stated that after the vote was taken he asked Mayor Pro Tem Keitt how she voted and she indicated "no" but realized she could break the tie. Attorney Walsh stated that he had reviewed the Council meeting tape. "Not voting counts as an affirmative vote only when there is silence." Mayor Pro Tem Keitt stated she did not know what she was voting for and for that reason she did not vote either way. This motion was unanimously approved.

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to approve the Third Reading of an Ordinance assigning annexed areas of South Carolina State University to City voting district. This was a 5-0 vote. Councilmember Haire abstained from voting.

City Administrator told Council that the only changes on the Second Reading of the Budget

AUGUST 4, 1998

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## CITY COUNCIL MINUTES

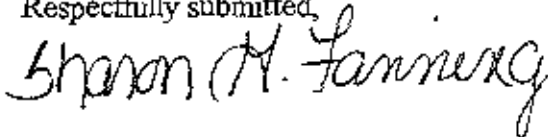
Amendment Ordinance for Fiscal Year 1997-98, was the purchase of a CairnsIRIS that Council had approved at the last meeting. This is now reflected in the amendment. A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Haire, to approve the Second Reading of an Ordinance to amend the budget for the City of Orangeburg, South Carolina, for Fiscal Year beginning October 1, 1997 and ending September 30, 1998. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Haire, to pass a Resolution to purchase a lot on Russell Street directly in front of the mural for \$19,000. This motion was unanimously approved.

Department of Public Utilities Manager Boatwright told Council that a special budget meeting would be held at the Department of Public Utilities on Tuesday, August 11, 1998, at 5:30 P.M. He also announced that a Commission is in place to plan for DPU's celebration of its centennial next year. A kickoff event is planned for October 13, 1998.

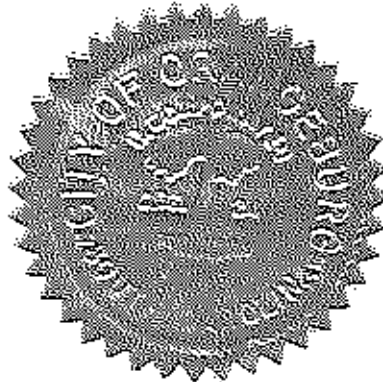
There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



**A RESOLUTION FOR THE CITY OF ORANGEBURG TO APPROVE THE PURCHASE OF A VACANT LOT LOCATED ON RUSSELL STREET IN THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA, AND AN ELEVEN FOOT RIGHT-OF-WAY OR ALLEY RUNNING FROM THE REAR OF SAID LOT TO ST. JOHN STREET FOR THE TOTAL PURCHASE PRICE OF \$19,000.00.**

WHEREAS, the City of Orangeburg deems it necessary to purchase the below described property for the purpose of enlarging its existing parking lot located adjacent thereto,

NOW, THEREFORE BE IT RESOLVED by City Council duly assembled that the City of Orangeburg purchase from WDM Company, Inc. the below described property for the total purchase price of Nineteen Thousand and 00/100 (\$19,000.00) Dollars and the City Administrator is hereby authorized to execute and deliver any and all documents necessary to complete said sale in accordance with this Resolution.

BE IT FURTHER RESOLVED, that the Seller of said property shall be responsible for the delivery of a general warranty deed to the City of Orangeburg conveying said property in fee simple, free of encumbrances.

BE IT FURTHER RESOLVED, that the City of Orangeburg shall pay all costs of closing and real estate taxes for the 1998 calendar year resulting in the Seller of said property receiving net proceeds in the amount of Nineteen Thousand and 00/100 (\$19,000.00) Dollars.

Description of Property:

All that certain piece, parcel or lot of land with any improvements thereon, situate, lying and being in the City of Orangeburg, Consolidated School District No. 5, County of Orangeburg, State of South Carolina, and being set forth and shown on a plat of survey prepared for Tanglewood Company, L.P. by Donald J. Smith, Jr., Inc. approved by Donald J. Smith, R.L.S. dated June 29, 1995, containing .11 acre and having the following boundaries and measurements: North by the right-of-way of Russell Street and fronting thereon, 36.42 feet; East by property now or formerly of Carroll Sifly, 130.77 feet; South by property now or formerly of Carroll Sifly and the below described 11 foot right-of-way measuring thereon, 42.99 feet; and West by property now or formerly of the City of Orangeburg and measuring along an irregular line, 35.00 feet and 99.42 feet.

ALSO:

All right, title and interest in, and to, that certain 11 foot right-of-way or alley running from the rear of the above described property to St. John Street and being more particularly set forth and shown on the above mentioned plat.

RESOLVED by City Council duly assembled this 4<sup>th</sup> day of August, 1998.



ATTEST

Shammy Lanning  
City Clerk

71A-CITY/RUSSELL.19

Martina Sheehan  
MAYOR

Ray Hair

Paul A. Minner

Jessie Rhames

L. Zimmerman

Robert D. Pitt

Robert D. Pitt

Robert D. Pitt

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Robert D. Pitt

MEMBERS OF COUNCIL

**SPECIAL SESSION**  
**CITY COUNCIL MINUTES**  
**AUGUST 11, 1998**

Orangeburg City Council held a Special Session Meeting on Tuesday, August 11, 1998, at 5:30 P.M. in the Assembly Room of the Department of Public Utilities, 1016 Russell Street with Mayor Martin C. Cheatham presiding. An invocation was given by Councilmember Everette Salley.

**PRESENT:** Martin C. Cheatham, Mayor  
 L. Zimmerman Keitt, Mayor Pro Tem  
 Bernard Haire  
 Paul A. Miller  
 W. Everette Salley  
 Joyce W. Rheney

**ABSENT:** Sandra P. Knotts

Mayor Cheatham opened the meeting by thanking everyone for attending the Special Session of City Council. He expressed he was very proud of DPU and for their fine job of keeping the lowest residential electric rates in the State and some of the lowest water, wastewater and natural gas rates.

The meeting was then turned over to Fred Boatwright, Manager of the Department of Public Utilities.

Fred Boatwright expressed the purpose of the Special Session Meeting was to present to Mayor and Members of Council for their consideration the proposed 1998-1999 Budget.

Fred Boatwright stated that he was happy to announce the DPU continues to enjoy a strong financial position and anticipates that, notwithstanding some sort of natural disaster, Fiscal Year 1998-1999 will be another strong year for the Department and that he was also happy to announce that no rate increases are anticipated. He stated the rate reductions of last year have been successful.

Fred Boatwright then proceeded to go over the basis of the proposed budget. He explained the proposed projections for the fiscal year anticipates a slight reduction in net profit from 1996-1997, but a slight increase over the projected 1997-1998.

	<u>1996-1997</u>	<u>1997-1998</u>	<u>1998-1999</u>
Overall Net Profits:	\$11.5 Million	\$9.5 Million	\$10.9 Million

Fred Boatwright reported the Department expects the electric revenues to remain steady. The unknown, of course, is what is going to happen with the NMST (Negotiated Market Sales Tariff) rate. So far only 14 of our largest customers have chosen to take advantage of this rate. He explained our people have been visiting our industrial customers to inform them of the advantages of this rate.

Fred Boatwright then reported on the Gas Division. He reported gas revenues are again expected to decrease due to 1) decreased use of the turbine generators and 2) lower margins due to much higher gas costs. The Department is however working on adding gas customers and expanding our service territory and reducing the cost of gas by reducing the capacity component and encouraging gas use in the summer months.

Next, Fred Boatwright reported on the Water Division. He reported water revenues are expected to grow slowly due to customer growth. The increased costs of doing business caused by regulatory costs greatly affects these revenues.

Fred Boatwright then reported on the Wastewater Division. He stated wastewater revenues are expected to be up slightly due to customer growth. Past capital expenditures have enabled us to both acquire new customers and reduce operating costs which allows the Department to be optimistic about a very slight increase in profits.

Fred Boatwright stated the Department anticipates across the board increases in administrative costs. This is due to 1) improving our customer services and 2) preparing for deregulation. Both of these are necessary if we are to remain competitive. A

reorganization of many administrative functions: Purchasing, Inventory Control, Physical Plant Accounting and compliance to FERC account codes will increase our efficiency and allow us to enter new markets and keep our existing ones.

He stated he felt all the Divisions were in good shape and was confident that with hard work, diligence and the continued leadership and support that we get from the Mayor and Council that we can meet and exceed those goals.

The meeting was then turned over to the Director of each Division to give a brief summary of their projects.

### List of Proposed Projects

#### ADMINISTRATIVE DIVISION PROJECTS

##### Project #1 - Accounting Changes For Deregulation

Total Project Cost:	\$1,275,000
Estimated 1998-1999 Cost:	\$ 875,000

In order to enter the competitive markets in the electric and gas industries, it will be necessary for us to file for regulated rates for transmission and distribution services. We will be required by FERC and SC Public Service Commission to "unbundle" our rates. To do this our accounting system must conform to a FERC standard. To accommodate these needs, the Department will combine all inventory under the jurisdiction of the Administrative Division and one central warehouse.

The purpose of this project is to improve the Department's accounting system so that it can efficiently administer and monitor the plant assets for all the Divisions (electric, gas, water and wastewater), plant expenses and inventory and at the same time meet all the standards of the Federal Energy Regulatory Commission and the Governmental Accounting Standards Board and to make needed repairs to our 30 year old warehouse which will be the operations center on Sprinkle Avenue.

#### ELECTRIC DIVISION PROJECTS

##### Project #1 - Cross Town 115 KV Transmission Tie

Total Project Cost:	\$1,986,000
Estimated 1998-1999 Cost:	\$ 260,000

Continuation of an ongoing project. Originally the sole purpose was to build a 7.7 mile tie line to strengthen and increase the capacity and stability of the Department's Transmission System but now Open Access on the wholesale level will provide the Department with an opportunity for another transmission provider tie.

##### Project #2 - Installation of Distance Relaying For 115 KV Transmission Grid

Total Project Cost:	\$1,740,000
Estimated 1998-1999 Cost:	\$ 350,000

Continuation of an ongoing project to allow the Department to operate its 115 KV transmission system in a closed loop or grid. This system will improve reliability. If a fault occurs any where on the grid, the section affected can be readily isolated allowing the remaining system to continue to function without interruption.

##### Project #3 - Substation #21

Total Project Cost:	\$1,427,605
Estimated 1998-1999 Cost:	\$ 730,000

Continuation of an ongoing project to provide the rapidly growing Cannon Bridge Road - Cordova area substation capacity. To improve service reliability and service back-up for the new Substation #22 (Norway Road Substation). This substation will also serve as a junction point of the future 115 KV transmission cross-town tie.

Project #4 - Fiber Optic System Expansion

Total Project Cost:	\$766,500
Estimated 1998-1999 Cost:	\$350,000

The City of Orangeburg has in place a backbone of fiber optic cable to provide certain telecommunication services. Expanding the telecommunication services will provide data connectivity, Internet access, security, and other miscellaneous voice and information applications to city agencies, government, and civic organizations.

Project #5 - Distribution and Transmission Power Line To Serve Orangeburg County/City Industrial Park

Total Project Cost:	\$1,416,000
Estimated 1998-1999 Cost:	\$ 306,000

This project will provide redundant 25 KV Distribution Circuits to the proposed Orangeburg County/City Industrial Park at the intersection of I-26 and U.S. Hwy. 301 North. In addition, a 115 KV Transmission Power Line to the site is proposed.

Project #6 - Miscellaneous 4.8/8.32 KV and 14.4/24.94 Construction

Total Project Cost:	\$744,500
Estimated 1998-1999 Cost:	\$500,000

Continuation of miscellaneous construction of powerlines both overhead and underground plus distribution transformers and associated switch gear both single and three phase to serve various commercial, industrial and residential loads.

GAS DIVISION PROJECTSProject #1 - Natural Gas Service to Orangeburg County/City Industrial Park

Total Project Cost:	\$1,247,750
Estimated 1998-1999 Cost:	\$1,247,750

This project is to install 1 mile of eight inch (8") high pressure natural gas main to serve the proposed Industrial Park at the intersection of I-26 and U.S. 301.

Project #2 - Natural Gas Service - Kennerly Road And Camp Road

Total Project Cost:	\$358,000
Estimated 1998-1999 Cost:	\$ 46,000

A new project to install a six inch (6") high pressure natural gas main on Kennerly Road and Camp Road.

Project #3 - Natural Gas Service - U.S. 21 North (Columbia Road)

Total Project Cost:	\$241,000
Estimated 1998-1999 Cost:	\$ 31,000

A new project to install a six inch (6") high pressure natural gas main on U.S. 21 North (Columbia Road) starting at Winningham Road and continuing north to Ginger Lake Drive. This proposed expansion will immediately make gas service available to seven (7) homes. With the future addition of low-pressure piping, natural gas service will be made possible to Dogwood Drive, Countryside and Ginger Lake Drive, with Ginger Lake Drive being outside of our electric service territory. There are approximately sixty (60) potential customers in these three areas. This expansion will also be a "stepping stone" to provide gas service out to Road 22 and I-26 which has potential to become a high growth intersection.

WATER DIVISION PROJECTSProject #1 - 4 Million Gallon Finished Water Reservoir

<u>At The Water Treatment Plant</u>	
Total Project Cost:	\$3,542,000
Estimated 1998-1999 Cost:	\$ 950,000

Continuation of a project to construct a 4,000,000 gallon finished water reservoir at the Water Treatment Plant. It is anticipated that the space required for the new reservoir will be approximately 1.5 acres. The structure itself will be completely below ground and the Department proposes to incorporate a park (including amphitheater seating and a



gazebo) on the top of the reservoir which will function as a part of the Edisto Memorial Gardens. The Parks and Recreation Department developed a basic idea of the design and a landscape/park architect produced a drawing. Fred Boatwright then showed a drawing of the proposed park to the Mayor and Council.

Project #2 - Distribution System Cement Lining Rehabilitation

<u>Total Project Cost:</u>	<u>\$315,000</u>
<u>Estimated 1998-1999 Cost:</u>	<u>\$315,000</u>

Continuation of an ongoing project to effectively rehabilitate all existing non-lined water transmission and distribution piping within our system. This can be accomplished through a trenchless, in-place cleaning and cement mortar lining process.

Project #3 - 12" Ductile Iron Water Main Extension to Serve Orangeburg County/City Industrial Park

<u>Total Project Cost (Bethel Forest):</u>	<u>\$1,282,000</u>
<u>Total Project Cost (Tradewinds):</u>	<u>\$1,545,000</u>
<u>Estimated 1998-1999 Cost:</u>	<u>\$1,391,000</u>

A new project to address the need for a water supply into the County/City Industrial Park. Two alternate routes to the park are presently being considered. One route extends a 12" water main along the Bethel Forest Road to Big Buck Boulevard. The second alternate route would extend a 12" water main along Tradewinds Road to Big Buck Boulevard. An extension of the existing 12" water main along the Charleston Highway and a portion along Big Buck Boulevard would be common to both routes. The primary difference between the two routes is 10,200 linear feet and \$263,000. In addition, eight (8") and twelve inch (12") water mains will be constructed within the Park to supply water service to lots in Phase I.

Project #4 - Modifications to Existing Chlorine Handling Facility Including Installation of a Chlorine Scrubber System

<u>Total Project Cost:</u>	<u>\$283,000</u>
<u>Estimated 1998-1999 Cost:</u>	<u>\$283,000</u>

A new project to fully enclosed the existing chlorine cylinder storage building and to install a chlorine scrubber system to prevent the potential for an accidental release of chlorine in accordance with the U.S. Environmental Protection Agency "Risk Management Plan" rule.

In 1990 amendment to the Clean Air Act of 1970 required the U.S. Environmental Protection Agency to issue regulations to prevent accidental releases of regulated substances and reduce the severity of any releases which may occur. EPA's regulation that has resulted from this Congressional mandate is called the Risk Management Program Rule." Compliance is required before June 10, 1999. This will involve electronic submission of all EPA required documentation.

This rule is primarily a self-assessment, hazard potential, disclosure safety rule. Based on the fact that we have more than 2,500 lbs. of chlorine on line at all times (at the Water Plant), we are required to comply with the regulation.

### WASTEWATER DIVISION PROJECTS

Project #1 - Orangeburg County/City Industrial Park Wastewater System

<u>Total Project Cost:</u>	<u>\$2,806,069</u>
<u>Estimated 1998-1999 Cost:</u>	<u>\$2,104,552</u>

This project will provide a complete wastewater collection and transport system to service the Orangeburg County/City Industrial Park located at the intersection of I-26 and U.S. Highway 301.

Project #2 - Wastewater System to Serve I-26 and U.S. Highway 301

<u>Total Project Cost:</u>	<u>\$622,000</u>
<u>Estimated 1998-1999 Cost:</u>	<u>\$466,500</u>

A new project to provide a complete wastewater collection and transport system to serve the remaining three quadrants of the I-26 and 301 intersection. By providing wastewater service to the remaining three quadrants at this time, the Department will be in a position

to maximize economic development of the I-26 / U.S. 301 intersection, provide wastewater service to an existing customer base, and realize cost savings by paying for the incremental upgrade of Project #1 force main to accommodate the additional load from this project; the 18" collection lines provided under Project #1 will accommodate this project without additional expenditure.

1101

The development of the Orangeburg County/City Industrial Park is expected to create additional demand for wastewater service in the remaining three quadrants of the I-26 / U.S. Highway 301 intersection. In order to facilitate this demand and subsequent growth, the State of South Carolina is expected to approve an economic development grant for this project in the approximate amount of \$800,000.

A motion was made by Councilmember Salley seconded by Mayor Pro Tem Keitt, to accept the first reading of and Ordinance to adopt the 1998-1999 Annual Budget for the Department of Public Utilities. Council voted 6-0 to approve the Budget on 1<sup>st</sup> Reading.

There being no further business, the meeting was adjourned.

Respectfully submitted,

*Becky A. Austin*

Becky A. Austin  
Secretary to Manager  
Department of Public Utilities



## CITY COUNCIL MINUTES

### AUGUST 18, 1998

The City of Orangeburg held a Public Hearing on Fiscal Year 1998-99 Budget on August 18, 1998, at 6:45 P.M., in Council Chambers. Mayor Cheatham opened the Public Hearing for comments. Hearing none, the Public Hearing was closed. The regularly scheduled City Council meeting was held immediately following the Public Hearing with Mayor Cheatham presiding. An invocation was given by Councilmember Rheney and silent prayer held in memory of DPU lineman Edward Legree.

#### **PRESENT:**

**Martin C. Cheatham**  
**Bernard Haire**  
**L. Zimmerman Keitt**  
**Sandra P. Knotts**  
**Paul A. Miller**  
**Joyce W. Rheney**  
**W. Everette Salley**

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the August 4, 1998, City Council Minutes as distributed. This was a 6-0 vote. Councilmember Knotts abstained from voting as she was not present at that meeting.

A motion was made by Councilmember Miller, seconded by Mayor Po Tem Keitt, to approve the August 11, 1998, City Council Minutes as distributed. This was a 6-0 vote. Councilmember Knotts abstained from voting as she was not present at that meeting.

Hillcrest Manager, Walter Bryant, gave Council a report on the preparation of the 25th Anniversary Celebration of Hillcrest Recreational Facility. This celebration will be held on August 30, 1998 at 4:00 P.M.

Mayor Cheatham reminded Councilmembers he needed appointments to the Year 2000 Committee.

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to approve the Third Reading of an Ordinance to amend the budget for the City of Orangeburg, South Carolina, for Fiscal Year beginning October 1, 1997 and ending September 30, 1998. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to approve the Second Reading of an Ordinance to raise and adopt a budget for the City of Orangeburg, South Carolina, for Fiscal Year beginning October 1, 1998 and ending September 30, 1999. This was a 6-0 vote. Councilmember Haire abstained from voting.

City Administrator Yow recommended Council to approve an Ordinance amending the business license fee schedule to include telephone communication services. He stated that at a previous meeting, Council passed a Consent Franchise Ordinance to address telephone communication business licenses and franchises. The rate for the license will be 5% of gross receipts.

A motion was made by Councilmember Haire, seconded by Councilmember Miller, to approve the First Reading of an Ordinance to amend Chapter XII of the Code of Ordinances for the City of Orangeburg for the purpose of amending business license fee schedule for telephone communication services. This motion was unanimously approved.

City Administrator Yow asked Council to approve a Resolution to set the suburban fire protection rates with the only change being an increase in the service charge penalty amount. He stated that the penalty for residential fires would increase to a minimum of \$1,000, plus the cost of the fire contract. Previously, it was \$500, plus the cost of a contract. Institutions, commercial or manufacturing calls will be billed for actual costs with a minimum charge of \$1,000, plus the cost of the fire contract. This was previously \$600. Mayor Cheatham stated that he thought Council had meant for the residential

## CITY COUNCIL MINUTES

PAGE 2

August 18, 1998

charge to also include the actual cost to fight the fire. Councilmember Miller stated that this will make it more of incentive to have a fire contract. Mayor Cheatham asked that the budget work session tapes be reviewed for clarity.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve a Resolution to set Suburban Fire Protection Rates as authorized under Section 18-4.2 of the Code of Ordinances of the City of Orangeburg, South Carolina. This motion was unanimously approved.

Mayor Cheatham presented Mr. Marvin P. Rucker, with a Proclamation honoring him upon his retirement for fifty years of service with Palmetto Baking Company. Mayor Cheatham proclaimed July 23, 1998, as "Marvin P. Rucker Day".

Ms. Novice Walker, property owner on Douglas MacArthur Street, requested help from Council in getting Orangeburg County to provide drainage improvements including a ditch. She told Council that City Administrator Yow, at her request, contacted Orangeburg County about the drainage problems for the dirt street. City Administrator Yow stated that the request was made to the County for the ditch and the County agreed to dig the ditch. He also stated that City personnel would be available to help. Public Works Director Bowden stated that DPU has utilities that need to be relocated. Mayor Cheatham stated that he would contact County Council Chairman, John Rickenbaker, about the situation.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the Second Reading of an Ordinance to adopt a budget for the operation of the Department of Public Utilities for Fiscal Year beginning October 1, 1998 and ending September 30, 1999. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Haire, to enter into an Executive Session for personnel matters regarding review of Grievance Committee findings and a matter covered by Attorney Client Privilege.

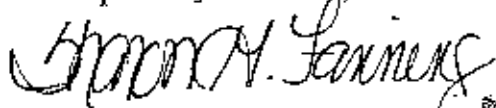
Council entered back into regular session.

A motion was made by Mayor Tem Keitt, seconded by Councilmember Haire, to offer Mr. James Bovain, Parks and Recreation Department Employee, his job back if he would accept it and ask for a transfer into the cemetery division and to also reject the findings of the Grievance Committee.

Councilmember Miller added an amendment to the motion, that if Mr. Bovain is given the opportunity to be reinstated that he would be paid for back pay. Mayor Pro Tem Keitt accepted this amendment. The vote was called. This was a 5-2 vote. Mayor Cheatham and Councilmember Salley opposed this motion.

There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES

### SEPTEMBER 1, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, September 1, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Councilmember Haire.

#### **PRESENT:**

**Martin C. Cheatham**  
**Bernard Haire**  
**Sandra P. Knotts**  
**Paul A. Miller**  
**Joyce W. Rheney**  
**W. Everette Salley**

#### **ABSENT:**

**L. Zimmerman Keitt**

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to approve the August 18, 1998, City Council Minutes as distributed. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Haire, to approve the Third Reading of an Ordinance to raise revenue and adopt a Budget for the City of Orangeburg, South Carolina, for Fiscal Year beginning October 1, 1998, and ending September 30, 1999. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to approve the Second Reading of an Ordinance to amend Chapter XII of the Code of Ordinances for the City of Orangeburg for the purpose of amending the business license fee schedule for telephone communication services. This motion was unanimously approved.

City Administrator Yow told Council that Orangeburg Alano has requested three (3) amendments to the lease for the use of the Farm Women's Market. He stated that they have been good tenants and have made many improvements to the building. One amendment concerning liability for lessee and lessor is a matter that can be corrected administratively. Another is to revise Section V of the lease agreement changing the wording "without stating a reason" to "stating a reason" concerning termination of the lease by the City. The other amendment is also in Section V changing a "60 day written notice" to a "90 day written notice" in the case of the City wanting to terminate the lease. Councilmember Salley expressed his concerns on changing the wording from "without a reason to with a reason". He stated he did not want this change to cause controversy and create a problem for a future Council down the road.

A motion was made by Councilmember Haire, seconded by Councilmember Miller, to approve the request for amendments to the lease with Orangeburg Alano for use of Farm Women's Market. This motion was unanimously approved.

City Administrator Yow told Council that South Carolina Department of Transportation has agreed to provide up to \$66,014.69 toward the improvements at the intersection of Russell Street and Riverside Drive. A motion was made by Councilmember Miller, seconded by Councilmember Haire, to authorize City Administrator Yow to enter into a participation agreement between the City and SCDOT for the intersection at Russell Street and Riverside Drive. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the Third Reading of an Ordinance to adopt a Budget for the operation of the Department of Public Utilities for Fiscal Year beginning October 1, 1998, and ending September 30, 1999. This motion was unanimously approved.



## RESOLUTION

### RESOLUTION OF CITY COUNCIL TO SET SUBURBAN FIRE PROTECTION RATES AS AUTHORIZED UNDER SECTION 18-4.2 OF THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG SOUTH CAROLINA

WHEREAS, the City of Orangeburg, South Carolina provides fire protection and other related services to the suburban areas outside the city; and

WHEREAS, a large Majority of the emergency calls are in the suburban areas; and

WHEREAS, the City incurs substantial costs in providing this service; and

WHEREAS, the City strives to maintain and improve its level of Public Safety services.

**NOW THEREFORE, BE IT RESOLVED**, that the Orangeburg City Council sets the rate for fire protection for annual suburban fire contract protection, effective October 1, 1998, as follows:

#### SUBURBAN FIRE PROTECTION RATES

1.	1st house less than 900 square feet	\$ 58.00
	All other miscellaneous structures on same lot	\$ 40.50
2.	1st house 900 square feet to 1499 square feet	\$ 81.00
	All other miscellaneous structures on same lot	\$ 64.00
3.	1st house 1500 square feet to 2099 square feet	\$ 87.00
	All other miscellaneous structures on same lot	\$ 69.50
4.	1st house 2100 square feet to 2699 square feet	\$ 92.50
	All other miscellaneous structures on same lot	\$ 75.50
5.	1st house 2700 square feet to 3299 square feet	\$ 98.50
	All other miscellaneous structures on same lot	\$ 81.00
6.	1st house 3300 square feet to 3899 square feet	\$104.00
	All other miscellaneous structures on same lot	\$ 87.00
7.	1st house 3900 square feet and larger	\$110.00
	All other miscellaneous structures on same lot	\$ 92.50
21.	Single Wide Trailer	\$ 58.00
22.	Double Wide Trailer	\$ 81.00
23.	Mobile Home Park, Each Single Wide Trailer	\$ 58.00
	Mobile Home Park, Each Double Wide Trailer	\$ 81.00
31.	Apartments less than 900 square feet - 1st apt.	\$ 58.00
	All other apartments	\$ 40.50
32.	Apartments 900 square feet or larger - 1st apt.	\$ 81.00
	All other apartments	\$ 64.00
33.	Duplex, each apartment less than 900 square feet	\$ 58.00
	Second Duplex, less than 900 square feet	\$ 40.50
34.	Duplex, each apartment 900 square feet or more	\$ 81.00
	Second Duplex, 900 square feet or more	\$ 64.00
35.	Apartments less than 900 square feet with laundry	\$ 58.00
	All other apartments	\$ 40.50
41.	Vacant Lot not exceeding 5 acres	\$ 50.00
42.	Vacant parcels larger than 5 acres	\$ 75.00
51.	Business less than 1200 square feet	\$ 87.00
52.	Business 1200 square feet or larger	\$202.00
53.	Mall-shopping Complex	
	Under 1200 Square feet (each unit)	\$ 87.00
	1200 Square feet or Larger (each unit)	\$202.00
54.	Storage Warehouse - up to 3000 square feet	\$100.00

61.	Industrial, Manufacturing, or Institutions 1500 square feet to 100,000 square feet	\$1,000.00
62.	Industrial, Manufacturing, or Institutions over 100,000 square feet	\$1,500.00
63.	Hospitals	\$5,000.00
71.	Gasoline Service Stations	\$235.00
72.	Gasoline Service Station and Convenience Store with Underground Tanks	\$317.00
73.	Gasoline Service Station and Convenience Store with Above ground Tanks	\$375.00
74.	Gasoline Bulk Plant	\$520.00
81.	Dumpster Sites (per site), or Manned Convenience Stations (per site)	\$115.00
99.	Unassigned (do not accept payment)	
	All vehicle fires	\$300.00

No contracts: When the Department of Public Safety responds to a residential call without a valid contract, the minimum service charge will be \$1,000.00 plus the price of the contract. All institutions, commercial or manufacturing calls will be billed for actual costs with a minimum charge of \$1,000.00 plus the cost of the fire contract. Fire reports will not be issued until the service charge is paid in full.

DONE AND RATIFIED BY Council duly assembled this 18<sup>th</sup> of August, 1998.



Martin C. Thompson  
Mayor

James Haire

Douglas P. Kirtley

Paul G. Miller

James P. Kirtley

James P. Kirtley

Council Members

Attest:

Sharon H. Lanning  
City Clerk

## CITY COUNCIL MINUTES

SEPT. 1, 1998

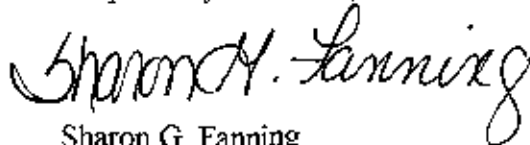
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A motion was made by Councilmember Salley, seconded by Councilmember Miller, to pass a Resolution to accept the bid of \$507,323.39 for construction of a gas distribution system to Rowesville, SC, from Utility Services Company/Hahn of West Columbia. This motion was unanimously approved.

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to enter into an Executive Session for a contractual matter concerning sale of real property. This motion was unanimously approved.

There being no further business the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES SEPTEMBER 15, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, September 15, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Mayor Cheatham.

### PRESENT:

Martin C. Cheatham  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

### ABSENT:

Bernard Haire

A motion was made by Councilmember Miller, seconded by Councilmember Knotts, to approve the September 1, 1998, City Council Minutes as distributed. This was a 5-0 vote. Mayor Pro Tem Keitt abstained from voting as she was not present at this meeting.

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to approve the Third Reading of an Ordinance to amend Chapter XII of the Code of Ordinances for the City of Orangeburg, South Carolina, for the purpose of amending the business license fee schedule for telephone communication services. This motion was unanimously approved.

Mayor Cheatham proclaimed September 21-28, 1998, as Industry Appreciation Week.

City Administrator Yow told Council that he received a request from the South Carolina Philharmonic/Choir Committee for the City to become a co-sponsor for the SC Philharmonic Orchestra and South Carolina State University Choir. The request was for the \$10,000-\$8,000 level. He stated if this request is approved the funds will come from the City's Two-Percent Hospitality and Accommodations Tax Fund. Mayor Cheatham stated that, "It's an excellent program and well attended. It's a real plus for our citizens. It used to be once a year and now it's a satellite series and three or four times a year."

A motion was made by Mayor Cheatham, seconded by Mayor Pro Tem Keitt, to approve the request from the SC Philharmonic/Choir Committee for \$8,000 funding in FY 1998-99. This motion was unanimously approved.

City Administrator Yow asked Council for their approval to purchase land for Wetlands Mitigation purposes pertaining to the new construction of Runway 17/35. The property to be purchased is sixty (60) acres owned by James B. Smoak and located adjacent to the Orangeburg Municipal Airport. The purchase price is \$48,000. He stated 90% of the purchase price is funded by the FAA grant with the City paying a 10% local match of \$4,800. These funds have already been budgeted.

A motion was made by Councilmember Salley, seconded by Councilmember Rheney, to pass a Resolution to purchase real property adjacent to the Orangeburg Municipal Airport for Wetland Mitigation purposes in connection with construction of Runway 17/35 for \$48,000. This motion was unanimously approved.

RESOLUTION

WHEREAS, the Department of Public Utilities of the City of Orangeburg, South Carolina, received bids on August 13, 1998 for construction of Gas Distribution System to Rowesville, South Carolina.

WHEREAS, the low responsible bid for this work was submitted by Utility Services Company/Hahn of West Columbia, South Carolina in the amount of \$507,323.39; and

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Members of Council of the City of Orangeburg, in Council assembled, and by authority of the same, that the low responsible bid shown above be accepted; and

BE IT FURTHER RESOLVED THAT Fred H. Boatwright, Manager of the Department of Public Utilities, be authorized and he is hereby directed to execute the contract documents on behalf of the Department of Public Utilities of the City of Orangeburg.

PASSED by City Council, in Council assembled, at Orangeburg, South Carolina this 15<sup>th</sup> day of September, 1998.

Martin C. Heathman  
Mayor

James Haire

Donald F. Little

Paul Munn

Joyce H. Hargis

W. Keith Selley

Members of Council

ATTEST:

Sharon H. Lanning  
City Clerk and Treasurer

**A RESOLUTION TO APPROVE THE PURCHASE OF A PARCEL OF LAND  
CONTAINING SIXTY (60) ACRES LOCATED OFF OF MURRAY ROAD AND  
OWNED BY JAMES B. SMOAK FOR THE PURCHASE PRICE OF FORTY EIGHT  
THOUSAND AND NO/100 (\$48,000.00) DOLLARS.**

WHEREAS, to complete the construction of a runway and parallel taxiway at its municipal airport the City of Orangeburg is required to mitigate the effect of said construction on wetlands contained within the construction area; and

WHEREAS, in furtherance of said mitigation it is necessary to acquire the below described property;

THEREFORE, BE IT RESOLVED by City Council duly assembled that the City of Orangeburg purchase from James B. Smoak, a/k/a James B. Smoak, Jr., the below described property for the total consideration of Forty Eight Thousand and 00/100 (\$48,000.00) Dollars.

BE IT FURTHER RESOLVED, that upon receipt from James B. Smoak a/k/a James B. Smoak, Jr., of a general warranty deed, with documentary stamps affixed, conveying the below described property to the City of Orangeburg, free and clear of encumbrances, the City Administrator is hereby authorized to execute and deliver any and all documents necessary to complete the purchase of said property in accordance with this resolution.

pp

**Description of property:**

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in Orange Township, Consolidated School District 5, County of Orangeburg, State of South Carolina, containing 60 acres and being set forth and shown on a plat thereof prepared for the City of Orangeburg dated August 14, 1998 by Lown Surveying Services, Inc., approved by Luther Lee Lown, P.L.S., and having the following boundaries: Northwest by property of Bessie Hill, et al.; Northeast by property now or formerly of James B. Smoak and property of the City of Orangeburg; South by property of the City of Orangeburg; Southeast by property of Ramblers Enterprises, property of J.E. Fogle, et ux. and property of the City of Orangeburg; and Southwest by property of James B. Smoak.

Subject to that certain thirty (30) foot access road, sanitary sewer easement and power line easement transversing said property and being more particularly set forth and shown on the above mentioned plat.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 15<sup>th</sup> day of September, 1998.



ATTEST

City Clerk

*James H. Lanning*

Mayor

*Martin C. Thompson*

*Linda R. Kistner*

*Paul M. Murr*

*L. Zimmerman*

*James H. Lanning*

*Members of Council*

**CITY COUNCIL MINUTES**  
**SEPTEMBER 15, 1998**  
**PAGE 2**

City Administrator Yow asked Council to consider a Resolution to place City owned properties under a declaration of restrictive covenants as required for Wetland Mitigation Plan purposes. The Wetlands are being impacted by the new runway project and the Wetland Mitigation Plan requires that these Wetlands be compensated for by the creation and preservation of new wetlands. He stated that the City will call for an addendum to address DPU's utility easements and the boardwalk to protect the City's interests.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to pass a Resolution to place City owned properties under a declaration of restrictive covenants required for Wetland Mitigation purposes in connection with construction of Runway 17/35. This motion was unanimously approved.

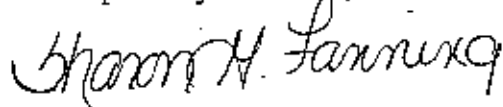
A motion was made by Councilmember Salley, seconded by Councilmember Miller, to award a contract for the paving and lighting project for Runway 17/35 to REA Construction Company in the amount of \$2,215,222.00 contingent upon the City receiving and accepting a FAA grant for \$2,122,830.00 and authorize City Administrator Yow to sign the contract. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve authorization to submit a grant application to the FAA in the amount of \$2,112,830 and the SC Division of Aeronautics in the amount of \$126,451.00 for the paving and lighting of runway 17/35 and approval for authorization to accept the grant and authorize City Administrator Yow to sign the applications and grants on behalf of the City. This motion was unanimously approved.

There were no utility matters brought before Council.

There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES

### OCTOBER 6, 1998

Orangeburg City Council held a Public Hearing on a rezoning request on Columbia Road and Carolina Avenue. Mayor Cheatham opened the Public Hearing for comments. Assistant City Administrator Bushyager gave Council a brief update on the matter. He stated that the owner of property located on the corner of Columbia Road and Carolina Avenue, Martha Rose Carson, submitted a rezoning request to change the property from A-1 Residential, Single Unit District, to A-2, Multi-Unit District. The proposed use is for duplex apartments. He stated that City Attorney Walsh's legal opinion that the rezoning would constitute spot zoning. The Planning Commission denied the request.

Mr. Wyman Bates, a Columbia Road resident, told Council that, "We do not, on Columbia Road, want anything changed." He also presented Council with a letter of opposition from neighbor, Betty Huff. Mrs. Martha Rose Carson told Council that she does not want to do anything to hurt the Columbia Road residents but that several people who have wanted to purchase the property have indicated they want to use it for apartments. She stated that right behind the lot is a duplex apartment. City Administrator Yow responded that the duplex apartment behind the Carson property, has been at the site for many years before the Zoning Ordinance and is considered a "non-conforming use".

All other borders contiguous to the property are zoned A-1 Residential. Hearing no further comments the Public Hearing was closed. Council entered into regular session immediately following the Public Hearing with Mayor Cheatham presiding. An invocation was given by Councilmember Salley.

#### PRESENT:

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to approve the September 15, 1998, City Council Minutes as distributed. This was a 6-0 vote. Councilmember Haire abstained from voting as he was not present at this meeting.

Assistant City Administrator Bushyagar told Council that an application to operate a poolroom at 1095 Broughton Street had been received from D Trains. He stated that the Department of Public Safety has not had any problems at the business and no alcohol would be sold on the premises.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to grant permission to operate a poolroom at 1095 Broughton Street. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to deny a request to rezone property on Columbia Road and Carolina Avenue. This motion was unanimously approved.

City Administrator Yow told Council that he had received a request from County Administrator Hilliard to waive the building permit fee on Phase II, their basement renovation project. The contract for the job is for \$77,323 which would be a \$314 building permit.

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to approve the request from Orangeburg County to waive the building permit fee for their basement renovation project. This motion was unanimously approved.

**A RESOLUTION TO APPROVE AND PLACE CERTAIN RESTRICTIONS,  
CONDITIONS AND LIMITATIONS FOR THE PURPOSE OF WETLANDS  
MITIGATION ON PROPERTIES OWNED BY THE CITY OF ORANGEBURG AND TO  
BE PURCHASED BY THE CITY OF ORANGEBURG.**

WHEREAS, to complete the construction of the City's runway and parallel taxiway at its municipal airport, it is necessary that the effect of said construction on wetlands be mitigated by the substitution of other properties owned by the City, or to be acquired by the City, and previously approved for mitigation by the United States Army Corps of Engineers and the South Carolina Department of Health and Environmental Control; and

WHEREAS, such property approval is conditioned upon the placement of certain restrictions, conditions and limitations on said substituted property by the execution and delivery of a Declaration of Restrictive Covenants.

NOW, THEREFORE, BE IT RESOLVED by City Council duly assembled that the City Administrator is hereby authorized to execute and deliver on behalf of the City of Orangeburg a Declaration of Restrictive Covenants (attached hereto and made a part hereof by reference) placing certain restrictions, conditions and limitations as described in said Declaration of Restrictive Covenants on the below described property, subject to a reservation of utility easements as set forth on the surveys of said property and a reservation to maintain, preserve, reconstruct and expand its Home Wetlands Park and the boardwalk contained therein.

Description of properties:

**Site 1:**

All that certain piece, parcel or tract of land containing 3.984 acres located between Seaboard Coastline right-of-way and Glover Street in the City of Orangeburg and set forth and shown on a plat thereof prepared for the City of Orangeburg dated August 10, 1998 by Lown Surveying Services, Inc., approved by Luther Lee Lown, P.L.S.

**Site 2:**

All that certain piece, parcel or tract of land located north of U.S. Highway 301/601 in the City of Orangeburg containing 5.808 acres and being set forth and shown on a plat thereof prepared for the City of Orangeburg, dated August 11, 1998 by Lown Surveying Services, Inc., approved by Luther Lee Lown, P.L.S.

**Sites 3, 4 & 5:**

All those certain pieces, parcels or tracts of lands and designated as Tracts "A", "B" and "C", containing a total of 4.012 acres and being set forth and shown on a plat thereof prepared for the City of Orangeburg, dated August 12, 1998 by Lown Surveying Services, Inc., approved by Luther Lee Lown, P.L.S.

**Site 6:**

All that certain piece, parcel or tract of land containing 41.88 acres and being set forth and shown as Tract "B" on a sketch of property belonging to Robert N. Miller, et al. and prepared by the Department of Public Utilities of the City of Orangeburg and dated October 26, 1989.

**Site 7:**

All that certain piece, parcel or tract of land situate, lying and being in the City of Orangeburg, located on the north fork of the Edisto River, containing 17.217 acres and being set forth and shown a plat thereof prepared for the City of Orangeburg, dated August 13, 1998 by Lown Surveying Services, Inc., approved by Luther Lee

Lown, P.L.S.

Site 8:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in Orange Township, Consolidated School District 5, County of Orangeburg, State of South Carolina, containing 60 acres and being set forth and shown on a plat thereof prepared for the City of Orangeburg dated August 14, 1998 by Lown Surveying Services, Inc., approved by Luther Lee Lown, P.L.S.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 15<sup>th</sup> day of September, 1998.

Martin C. Charleston

Mayor

Sandra P. Funder

Paul M. Mui

L. J. Zimmerman

James P. Hays

Robert Selley

Members of Council

ATTEST

Sharon M. Lannix  
City Clerk

73A-CITY-RESOLUTION-WETLANDS.MIT

STATE OF SOUTH CAROLINA

DECLARATION OF  
RESTRICTIVE COVENANTS

COUNTY OF

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this \_\_\_\_ day of  
\_\_\_\_, 19\_\_, by \_\_\_\_\_ ("Declarant(s)").

RECITALS

WHEREAS, Declarant(s) is/are the owner(s) of certain real property ("real property" includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in \_\_\_\_\_ County, South Carolina, more particularly described [describe tract to be preserved, including: 1) acreage, 2) a reference to recorded plat(s), or attach an approved permit drawing or site plan (see Paragraph 9), and 3) any excluded property] ("Property"); and

WHEREAS, as compensatory mitigation under Federal and State law for Department of the Army Permit No. \_\_\_\_\_ ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and certification(s) and/or permit(s) issued by the S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant(s) has/have agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant(s) hereby declare(s) that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1. Prohibitions. Declarant(s) is/are and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps and DHEC); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law [if reference is made to the Permit, or to a mitigation plan approved by the Permit, all exceptions (including regarding

Note: Check City Clerks Office. Actual Covenant entered will reflect consideration of utility easement and construction of boardwalks. JTH



buffer areas) must be specifically spelled out in the Permit or plan; also, additional, specific exceptions may be listed in this paragraph, e.g., fire or wildlife management plans, boardwalks, etc.].

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant(s) reserve(s) the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps, DHEC, and its/their authorized agents shall have the right to enter and go upon the lands of Declarant(s), to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant(s) grant(s) to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant(s) shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded at [insert book and page references, county(ies), and date of recording].

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

*[Paragraph 9 - generally, a surveyed, recorded plat is required; however, at the discretion of the Corps and DHEC, an approved permit drawing or site plan attached to these restrictive covenants may suffice]*

9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat(s) is/are recorded at *[include book and page references, county(ies), and date]*.

10. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant(s) has/have duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:

Declarant(s)

\_\_\_\_\_  
*[type name of witness under signature line]*

By:

\_\_\_\_\_  
*[type name of individual under signature line]*

\_\_\_\_\_  
*[type name of witness under signature line]*

Its:

\_\_\_\_\_  
*[title of signing individual, where applicable]*

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF

PERSONALLY appeared before me \_\_\_\_\_, the undersigned witness, and made oath that he/she saw the within named \_\_\_\_\_ [ by , its \_\_\_\_\_ ] sign, seal and as his/her/its act and deed, deliver the within named Declaration of Restrictive Covenants; and that he/she with the other witness named above witnessed the execution thereof.

\_\_\_\_\_  
*[type name of witness under signature line]*

SWORN to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires:

**CITY COUNCIL MINUTES  
OCTOBER 6, 1998  
PAGE 2**

City Administrator Yow told Council that due to a City Ordinance prohibiting fireworks on Sundays, a decision had to be made on whether the Department of Public Utilities and the City's Annual Fourth of July fireworks display could be held. Mayor Cheatham stated that he has always opposed moving holidays from the day originally set. Councilmember Haire had concerns about disrupting any church services in the area. Mayor Cheatham suggested that DPU Manager Boatwright contact local churches, in advance that the Fourth of July will be observed on Sunday in 1999.

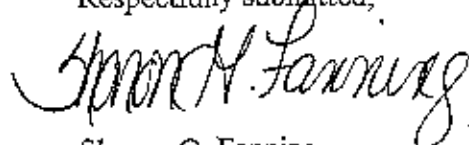
A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, for approval to have the Fourth of July fireworks display on Sunday, July 4, 1999. This was a 6-1 vote. Councilmember Haire opposed this motion.

DPU Manager Boatwright, reminded everyone that on October 13, 1998, the Department of Public Utilities will have their Centennial Open House celebration at 6:30 P.M.

A motion was made by Councilmember Rheney, seconded by Councilmember Haire, to enter into an Executive Session for legal matters concerning the City vs. BellSouth Litigation and Attorney Client Privilege.

There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES OCTOBER 20, 1998

Orangeburg City Council held a Public Hearing on a rezoning request for Elliott and Whitman Streets. Mayor Cheatham opened the Public Hearing for comments. City Administrator Yow told Council that this matter was approved by the Planning Commission after Attorney Walsh ruled this request was not spot zoning. Hearing no comments the Public Hearing was closed. Council entered into regular session immediately following the Public Hearing with Mayor Cheatham presiding. An invocation was given by Mayor Pro Tem Keitt.

### PRESENT:

**Martin C. Cheatham**  
**Bernard Haire**  
**L. Zimmerman Keitt**  
**Paul A. Miller**  
**W. Everette Salley**

### ABSENT:

**Sandra P. Knotts**  
**Joyce W. Rheney**

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the October 6, 1998, City Council Minutes as distributed. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to accept the recommendation of the Planning Commission for approval to rezone property on Elliott Street and Whitman Street from A-2 Residential to B-1 Commercial. This motion was unanimously approved.

City Administrator Yow told Council that he needed a nomination for appointment to the Planning Commission. Mayor Cheatham asked Council to reappoint Geb Runager to the Planning Commission. Mayor Cheatham stated that Mr. Runager had missed two (2) meetings but had actually arrived at the second meeting shortly after it had adjourned. "He made an effort to get there. Geb's been a good member since he was appointed." The City's policy is to remove anyone who misses two (2) consecutive board or commission meetings. Councilmember Salley stated that the City's policy may be a little harsh and suggested Council make it three (3) consecutive missed meetings. City Administrator Yow stated the policy was never done in Resolution form, but passed by a motion. The Planning Commission's policy states three (3) missed meetings before removal, the Council's action would overrule that. Councilmember Miller stated that what brought this up was people not going to the meetings. Council asked Attorney Walsh to look at this issue. A motion as made by Mayor Cheatham, seconded by Mayor Pro Tem Keitt, to reappoint Geb Runager to the Planning Commission. This motion was unanimously approved.

City Administrator Yow told Council that he had received notification from the SC Department of Commerce, Division of Aeronautics that the project application for Runway 17/35 paving and lighting project at the Orangeburg Municipal Airport had been approved. The grant award is in the amount of \$126,451.00. The grant represents the state's 5% share of eligible funds, 5% local funding of \$126,451.00 and \$2,276,120.00 FAA funding with a total cost of \$2,529,022.00. A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to authorize City Administrator Yow to enter into a grant agreement in the amount of \$126,451.00 with the SC Department of Commerce. This motion was unanimously approved.

City Administrator Yow told Council that he had received an application from the business Ken and Barb's to operate a poolroom at 1251 Broughton Street. He stated that DPS had no concerns about this request. He recommended the request be approved.

**CITY COUNCIL MINUTES  
OCTOBER 20, 1998**

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to grant permission to operate a poolroom at 1251 Broughton Street. This motion was unanimously approved.

City Administrator Yow presented to Council a proposed Volunteer Youth Coach Policy. He stated that at the Budget Goal Setting Retreat in June, Council stated they wanted staff to establish a policy for volunteer coaches. Parks and Recreation Director Smith told Council that the goal of the Parks and Recreation Department is to provide the best available adult volunteer youth coaches to work with the young people. In order to accomplish this, a policy must be adopted that requires that a volunteer youth coach fill out a volunteer application prior to being allowed to have contact with the young people. A background check will be completed on the individual through the SC Law Enforcement Division as part of this application. If an individual is found to have been convicted of a felony, the application of this individual will be rejected. All youth coaches must fill out an application every two years from the date of their original application. This application applies to the head coach and any assistants that may work with the teams. The City will bear all costs of processing applications. He stated that it is also a goal of the department to provide a quality coaches' certification program that will expose them to training on the psychology of coaching young people, first aid, responsible youth physical conditioning programs, as well as training on coaching techniques for their particular sport. It shall be the policy of the department to strongly recommend that all coaches be certified through the National Youth Coaches Association. The department will be responsible for the registration costs of a coach who is certified through the National Youth Coaches Association. Recreation division staff will be responsible for administering the certification program for adult volunteer youth coaches. Mayor Cheatham stated that he hopes that this process does not scare anyone away that wanted to be a volunteer.

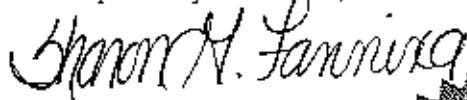
A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to approve a Volunteer Youth Coach Policy. This was a 4-0 vote. Councilmember Haire abstained from voting.

There were no utility matters brought before Council

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to enter into an Executive Session for discussion of purchase of real property and contractual matters concerning the Executive Department.

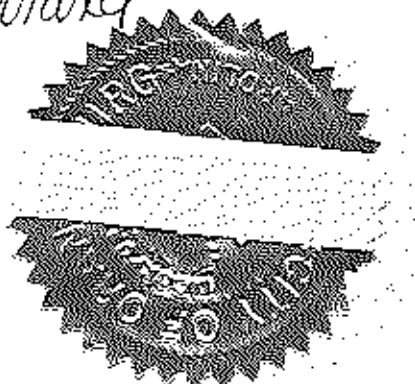
There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES

### NOVEMBER 3, 1998

Orangeburg City Council held a Public Hearing on November 3, 1998, at 7:00 P.M., in Council Chambers for the purpose of discussion on the closure of the 700 Block of Amelia Street. Mayor Cheatham opened the Public Hearing for comments. Assistant City Administrator Bushyager told Council that this matter had been before the Planning Commission and they had approved the closure plan. Hearing no public comments, the Public Hearing was closed. Council entered into regular session immediately following the Public Hearing with Mayor Cheatham presiding. An invocation was given by Reverend Lonnie Robinson of the Providence Baptist Church of Santee, South Carolina.

#### PRESENT:

**Martin C. Cheatham**  
**Bernard Haire**  
**L. Zimmerman Keitt**  
**Sandra P. Knotts**  
**Paul Miller**  
**Joyce W. Rheney**  
**W. Everette Salley**

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Haire, to approve the October 20, 1998, City Council Minutes as distributed. This was a 5-0 vote. Councilmembers Knotts and Rheney abstained from voting as they were not present at the October 20, 1998, meeting.

Council welcomed Miss Hollie Dukes, the 1999 South Carolina Queen of Roses. She stated her platform is to "Restore America". She will begin with Adopting a Senior Citizen Program and also a program to encourage young people to participate in the community.

Mr. Robert Joyner of 870 George Street, behind Fire Station #2 told Council that he has a pre-existing problem with drainage from an open ditch beside his house. The water is standing in the ditch and the ditch needs to be piped with sixty-five (65) feet of pipe. He stated he did not have the money to do this piping. A new problem has also occurred as a result of the water flow, which is a migration of rats in his yard. He asked Council for their help with this problem. Mayor Cheatham stated that they would turn the matter over to City Administrator Yow and get back in touch with him.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to approve the Second Reading of an Ordinance to rezone property on Elliott and Whitman Streets. This motion was unanimously approved. City Administrator Yow told Council that he was asked to put Norfolk Southern Railroad discussion on the agenda. Councilmember Haire stated, "I asked that this be placed on the agenda some weeks ago. Norfolk Southern brought to the site, down at what is called Railroad Corner across from Claflin and SCSU, cross ties that was said they were going to be used to replace cross ties that exist, which have been there over three weeks. I am getting constant complaints from citizens about the cross ties being left there. They are cross ties that have been picked up from other sites and I have never known Norfolk Southern to replace worn out cross ties with worn out cross ties. It tends to provide a place for rodents to breed. I am asking that we write the necessary tickets or whatever needs to be done to get Norfolk Southern to remove these cross ties from there. In addition to that, we have had two discussions in the past as relates to the siding of box cars in the area. We have spent thousands of dollars to beautify the City of Orangeburg and I think the siding of those box cars being parked there detract from the beauty of the City. The box cars often have graffiti on them and they just make the area look drab. In other areas in the past we have enacted ordinances to improve life for our citizens and to improve the environment in which our citizens live. Many years ago when I was a boy, there were outdoor facilities permitted but because

CITY COUNCIL MINUTES  
NOVEMBER 3, 1998  
PAGE 2

of being a health hazard there was an ordinance written to rid the City of such. We have put forth ordinances to get rid of junk cars that are parked on the streets, cars that are left abandoned on our streets, and these ordinances in essence are to make our streets look better. To me having those cars on the siding there does not lend beauty to our City and I can't see this Council not enacting some type of ordinance where we would prohibit this. In Columbia, the railroads that once crossed streets now go under the streets. They have moved the location train station to another place to accommodate the City for its beautifying efforts. I'm sure that what this Council directive or enacting an ordinance that would prohibit this kind of parking cars out there would help in our effort to continue to beautify our City."

Mayor Cheatham agreed with Councilmember Haire. "It's a real problem. I was shocked after we called Norfolk Southern and they said those railroad ties were to replace the ones that were there. I would like to see us go on record that we write to them and request an immediate meeting with them to discuss this problem and if it's necessary we will enact an ordinance to prohibit this."

Councilmember Salley stated, "We have some ordinances that we could enforce now, for instance, we are not suppose to close a street for more than five (5) minutes at any time and they do. If we would just enforce the ordinance on the books. If they close one for more than five minutes, just put the engineer in jail."

Mayor Cheatham stated, "We are just going to have to get tough with them. That's the only way to deal with them". He asked that City Administrator Yow take a look at the books and see what ordinance the City already has before a meeting is requested.

Mayor Cheatham proclaimed November, 1998, as National Hospice Month.

Discussion was held on the attendance policy for Boards and Commissions. City Administrator Yow stated that Council, at a previous meeting, had set a policy for any board or commission member missing two (2) consecutive meetings would be removed. He stated that Planning Commission guidelines state three (3) meetings but a local ordinance supercedes. Mayor Cheatham suggested that it be moved to three (3) consecutive meetings. Councilmember Miller stated that some boards meet more frequently than others and two seems a little harsh. Mayor Pro Tem Keitt asked about an excused absence. City Administrator Yow stated that the verbiage of an excused absence would have to be very precise. A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to approve the board or commission member to miss up to three consecutive meetings before being removed. This motion was unanimously approved.

A motion was made by Councilmember Haire, seconded by Councilmember Miller, to close the 700 block of Amelia Street. This motion was unanimously approved.

City Administrator Yow told Council that he had received a letter from Mr. Bobby Bowers of the State Budget and Control Board stating he had reviewed the petition for annexation of the Courtyard Subdivision into the City of Orangeburg. He stated that since the entire area to be annexed is adjacent to City Ward #10, it must go into City Council District #2 for voting purposes.

A motion was made by Councilmember Salley, seconded by Mayor Pro Tem Keitt, to approve the First Reading of an Ordinance for assignment of the recently annexed Courtyard Subdivision to City voting district #2. This motion was unanimously approved.

DPU Manager, Boatwright, asked Council for their approval to adopt new electric rates and amend the rates for new services. This would include Rate #6 (Overhead Private Lighting and Poles), Rate #7 (Street Lights) and Rate #8 (Underground Decorative Security Light). He stated that DPU would be offering three (3) types of decorative security lights and new decorative street lights for the Russell Street area. Also, they would be offering halogen spot lighting. New decorative street lights are also being selected for downtown area projects.

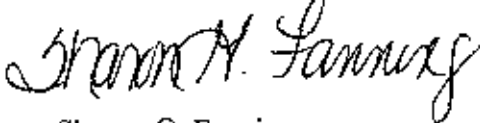
CITY COUNCIL MINUTES  
NOVEMBER 3, 1998  
PAGE 3

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Salley, to pass a Resolution to adopt new electric rates for the Department of Public Utilities. This motion was unanimously approved.

A motion was made by Councilmember Haire, seconded by Mayor Pro Tem Keitt, to enter into an Executive Session for a personnel matter concerning the Department of Public Safety and discussion on purchase of real property.

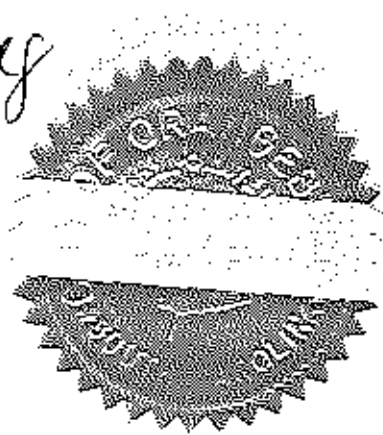
There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb





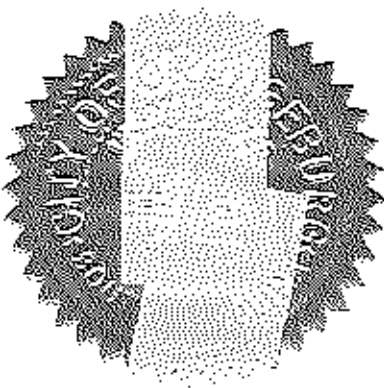
## RESOLUTION

BE IT RESOLVED By the Mayor and members of Council of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same:

That Rate No. 6 (Overhead Private Lighting and Poles) and Rate No. 7 (Street Lights) of the Department of Public Utilities of the City of Orangeburg pertaining to Electricity, be, and the same are hereby repealed, and in lieu thereof, these Electric Rates of the Department of Public Utilities of the City of Orangeburg, hereto attached, be and they are hereby, declared effective and in full force on November 3, 1998, and

That Rate No. 8 (Underground Decorative Security Light) of the Department of Public Utilities of the City of Orangeburg pertaining to Electricity, hereto attached, be adopted, and declared effective and in full force on November 3, 1998.

PASSED by City Council of the City of Orangeburg, State of South Carolina duly assembled this 3rd day of November, 1998.



ATTEST:

*Sharon H. Lanning*  
City Clerk and Treasurer

*Martin L. Thompson*  
Mayor

*Edmund Haire*

*Sandra P. Kroes*

*Paul W. King*

*L. Zimmerman*

*James W. Thompson*

*W. Keith Kelly*

Members of Council

## Electric Rate

### No. 6 - Overhead Private Lighting and Poles (Codes 2L, 2P)

**Net Monthly Rate:** The following is the rate schedule for lights installed for customers on company's standard poles which are a part of Company's distribution system.

<u>Size</u>	<u>Lamp Charges Per Month \$/each</u>	<u>KWH Per Month</u>	<u>Watts</u>
2LM10 - 7,500 Lumens (Mercury) Open Type Globe	\$ 5.45	70	175
2LM20 - 20,000 Lumens (Mercury) Closed Type Globe	\$ 10.38	140	400
2LM30 - 50,000 Lumens (Mercury) Closed Type Globe	\$ 16.26	400	1,000
2LS10 - 9,500 Lumens (HPS) Open Type Globe	\$ 5.45	40	100
2LS15 - 15,000 Lumens (HPS) Closed Type Globe	\$ 7.80	63	150
2LS20 - 27,500 Lumens (HPS) Closed Type Globe	\$ 10.38	105	250
2LS30 - 50,000 Lumens (HPS) Closed Type Globe	\$ 16.26	164	400
2LS35 - 50,000 Lumens (HPS) Closed Type Box	\$ 16.26	164	400

#### Cost Per Month For Each Additional Pole:

2P130 - 30 foot Pole	\$ 1.17
2P135 - 35 foot Pole	\$ 1.80
2P140 - 40 foot Pole	\$ 2.25
2P145 - 45 foot Pole	\$ 2.70

**Late Payment Charge:** Bills are due and payable on receipt. Bills not paid within 20 days shall be subject to a late payment charge of the lesser of 1-1/2 percent per month, or the maximum amount permitted by law.

Note: "General Terms and Conditions" in effect apply to above. See Article IV-A, Item Number 4, "General Terms and Conditions" for penalties on above.

Effective: November 3, 1998

## Electric Rate

### No. 7 - Street Lights (Code 2S)

#### Net Monthly Rate:

The following is the rate schedule for lights installed for street lighting in the City of Orangeburg.

#### Unmetered Street Lights

<u>Size</u>	<u>Lamp Charges Per Month S/each</u>	<u>KWH Per Month</u>	<u>Watts</u>
2SM10 - 7,500 Lumens (Mercury) Open Type Globe	\$ 5.73	70	175
2SM20 - 20,000 Lumens (Mercury) Closed Type Globe	\$ 10.95	140	400
2SM30 - 50,000 Lumens (Mercury) Closed Type Globe	\$ 27.78	400	1,000
2SS10 - 9,500 Lumens (HPS) Open Type Globe	\$ 5.73	40	100
2SS15 - 15,000 Lumens (HPS) Closed Type Globe	\$ 8.20	63	150
2SS20 - 27,500 Lumens (HPS) Closed Type Globe	\$ 10.95	105	250
2SS30 - 36,000 Lumens (HPS) Closed Type Globe	\$ 11.48	140	360
2SS40 - 50,000 Lumens (HPS) Closed Type Globe	\$ 12.38	160	400
2SS50 - 140,000 Lumens (HPS) Closed Type Globe	\$ 27.78	400	1,000
2SS60 - 150,000 Lumens (HPS) Closed Type Globe	\$ 29.77		

**Late Payment Charge:** Bills are due and payable on receipt. Bills not paid within 20 days shall be subject to a late payment charge of the lesser of 1-1/2 percent per month, or the maximum amount permitted by law.

Note: "General Terms and Conditions" in effect apply to above. See Article IV-A, Item Number 4, "General Terms and Conditions" for penalties on above.

Effective: November 3, 1998

## Electric Rate

### No. 8 - Underground Decorative Security Light (Code 2U)

**Application:** To customers located in an underground electric utility service area.

**Net Monthly Rate:** The following is the rate schedule for decorative lights installed for customers on Company's decorative poles which are a part of Company's distribution system.

<u>Size</u>	<u>Lamp Charges Per Month \$/each</u>	<u>KWH Per Month</u>	<u>Watts</u>
2US60 - 9,500 Lumens (HPS) Traditional Post	\$ 11.95	45	100
2US61 - 9,500 Lumens (HPS) Modern Post	\$ 11.95	45	100
2US62 - 9,500 Lumens (HPS) Classic Post	\$ 12.50	45	100
2US70 - 15,000 Lumens (HPS) Traditional Post	\$ 12.70	63	150
2US71 - 15,000 Lumens (HPS) Modern Post	\$ 12.70	63	150
2US72 - 15,000 Lumens (HPS) Classic Post	\$ 13.70	63	150

Above charges include the cost of underground wiring of lights within fifteen feet of an existing DPU underground power source. Underground wires in excess of this amount shall be at owners/developer's expense.

Above rates include the cost of a smooth fiber glass direct buried pole.

**Late Payment Charge:** Bills are due and payable on receipt. Bills not paid within 20 days shall be subject to a late payment charge of the lesser of 1-1/2 percent per month, or the maximum amount permitted by law.

Note: "General Terms and Conditions" in effect apply to above. See Article IV-A, Item Number 4, "General Terms and Conditions" for penalties on above.

Effective: November 3, 1998

## **CITY COUNCIL MINUTES**

### **NOVEMBER 17, 1998**

Orangeburg City Council held a Public Hearing on November 17, 1998, at 7:00 P.M., in Council Chambers for the purpose of discussion on the proposed use of an award of a Local Law Enforcement Block Grant. Mayor Cheatham opened the Public Hearing for comments. The purpose of the Local Law Enforcement Block Grant Program is to reduce crime and improve public safety. Public Safety Director Davis told Council that this was an award of \$61,149 with a 10% match from the City. This grant will be used to update computer software equipment with the goal of providing mobile data. Hearing no public comments, the Public Hearing was closed. Council entered into regular session immediately following the Public Hearing with Mayor Cheatham presiding. An invocation was given by Reverend Ray Smith of the St. Paul's United Methodist Church.

#### **PRESENT:**

**Martin C. Cheatham**  
**Bernard Haire**  
**L. Zimmerman Keitt**  
**Sandra P. Knotts**  
**Paul A. Miller**  
**Joyce W. Rheney**  
**W. Everette Salley**

A motion was made Councilmember Miller, seconded by Councilmember Haire, to approve the November 3, 1998, City Council Minutes as distributed. This motion was unanimously approved.

Parks and Recreation Director Smith introduced Dr. Kod Igwe a professor at Claflin College. He presented to Council a sculpture he created entitled "The Garden City". Mayor Cheatham accepted the sculpture on behalf of the City and stated that it will be placed at a prominent location in our City. Dr. Igwe will begin work on a sculpture for the fountain at the Edisto Memorial Gardens.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to approve the Third Reading of an Ordinance to rezone property on Elliott and Whitman Streets. This motion was unanimously approved.

A motion was made by Councilmember Rheney, seconded by Councilmember Miller, to approve the Second Reading of an Ordinance for assignment of recently annexed area (Courtyard Subdivision) to City Voting District #2. This motion was unanimously approved.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, for authorization to enter into an agreement for the Local Law Enforcement Block Grant from the United States Department of Justice in the amount of \$61,149 with a 10% match of \$6,794 from the City. This motion was unanimously approved.

City Administrator Yow told Council that based on the Insurance Services Office Evaluation, the City's fire protection classification has improved from a Class 5 to a Class 4, effective December 1, 1998. Department of Public Safety Director Davis told Council that, "It's been a goal of Council's for several years to address the fire class rating in the City and the entire protection area. Because of Council's support and working with the Department of Public Utilities, the team effort has paid off by the class rating being reduced to a 4. That may mean several things, including a possible adjustment with insurance rates. We can't say definitely. We as a department, view it as a way to get the department more professional."

**CITY COUNCIL MINUTES**  
**NOVEMBER 17, 1998**  
**PAGE 2**

Mayor Cheatham congratulated the Department of Public Safety for coming a long way. He stated that citizens within the City's fire area may get a reduction in insurance rates after they contact their insurance agents. City Administrator Yow stated that "Local insurance companies probably won't be notified by ISO until December." Mayor Cheatham stated that he was pleased with this but he was still hoping for a Class 3. He stated, "At the last review we almost went to a Class 6. We were three-fourths of a percent point away and it would have gone to a Class 6. This is a tremendous step forward and let's continue to work. This is what I call giving something back to the citizens and I hope a lot of them get a break from insurance companies." City Administrator Yow stated that according to the ISO report, Class 4 applies to properties inside the City, within five road miles of the fire station and with a needed fire flow of 3,500 gallons per minute.

A motion was made by Councilmember Salley, seconded by Councilmember Miller, to accept the following recommendations from the Orangeburg Accommodations Tax Fund Advisory Committee.

(1) That the Orangeburg County Chamber of Commerce be designated as the City of Orangeburg's lead agency.

(2) To fund the following entities for tourism related expenses in the amounts stated:

- |     |   |                 |
|-----|---|-----------------|
| (1) | <b>City of Orangeburg Parks and Recreation Dept.</b><br><i>Billboards, Governor's Conference on Tourism,<br/>Edisto Memorial Gardens Brochures</i>  | <b>\$ 9,000</b> |
| (2) | <b>Orangeburg County Chamber of Commerce</b><br><i>Visitor's Guide, Golf Digest, Discovery SC<br/>Promotional Items--Governor's Conference on Tourism,<br/>F.A.M. Tour, Touring Groups<br/>Public Relations and Tourism, Billboards</i> | <b>\$10,000</b> |
| (3) | <b>Orangeburg County Fine Arts Center</b><br><i>Showcase Orangeburg--Publicity, operational costs<br/>S.C. Festival of Roses, Juried Art Exhibit and Sale</i>   | <b>\$ 2,050</b> |
| (4) | <b>Hillcrest Golf Club</b><br><i>Expenses for exhibiting at Golf Shows (Cleveland,<br/>Cincinnati, Columbus and Pittsburgh)</i>   | <b>\$ 5,500</b> |

This motion was unanimously approved.

City Administrator Yow told Council that the City retained Engineering Resources Corporation as design engineers for the new parking lot at Edisto Memorial Gardens. The project was advertised and REA Construction, Inc., submitted a low bid of \$481,953.50. He stated that after reviewing with ERC, \$56,113 worth of bid deductions were identified. This would bring the project cost down to \$425,840. He stated, "At this time we are not sure we want to take advantage of all of the bid deducts. DPU has agreed to pay \$66,000 toward the project cost. This amount is the cost of light fixtures and poles. The project will be funded from proceeds of a revenue bond which will be brought back to Council for approval which will be approximately \$4,000,000. Councilmember Miller asked what some of the deducts were. Parks and Recreation Director Smith stated that fencing and landscaping were among some of the deducts.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Salley, to accept the low bid from REA Construction, Inc., for the construction of the Edisto Memorial Gardens Parking Lot. This motion was unanimously approved.

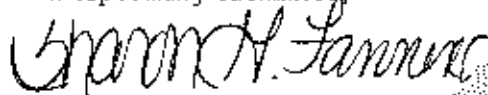
**CITY COUNCIL MINUTES**  
**NOVEMBER 17, 1998**  
**PAGE 3**

A motion was made by Councilmember Salley, seconded by Councilmember Rheney, to pass a Resolution accepting the bid of \$819,410.25 submitted by McMahan Brothers Pipeline, Inc., of Columbia, SC, for laying a 12-inch water line along the long route option to Interstate 26--the new Industrial Park. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Haire, to enter into an Executive Session for legal matters concerning BellSouth Litigation and Dismissal of Litigation--John C. Merrick vs City of Orangeburg.

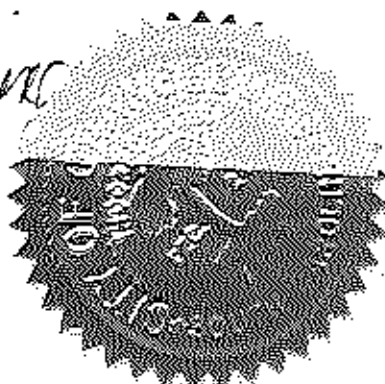
There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb



## CITY COUNCIL MINUTES DECEMBER 1, 1998

Orangeburg City Council held a Public Hearing on December 1, 1998, at 7:00 P.M., in Council Chambers for the purpose of discussion on annexation of city owned property into the corporate limits of the City of Orangeburg. Mayor Cheatham opened the Public Hearing for comments. Hearing no public comments, the Public Hearing was closed. Council entered into regular session immediately following the Public Hearing with Mayor Cheatham presiding. An invocation was given by Councilmember Rheney.

### PRESENT:

**Martin C. Cheatham**  
**Bernard Haire**  
**L. Zimmerman Keitt**  
**Sandra P. Knotts**  
**Paul A. Miller**  
**Joyce W. Rheney**  
**W. Everette Salley**

Mayor Cheatham stated that the City had been notified by Time Warner of a cable rate increase effective January 1, 1999. The monthly cost of the satellite tier service will increase by \$1.13. "That's the one we can't challenge. He stated, That's the way they do business unfortunately, and I hope Council will remember this when it's time to renew the company's franchise agreement."

Ms. Rachelle Jamerson, President of DORA and Ms. Bernice Tribble, DORA Manager, presented Council with an Orangeburg license plate that DORA will be selling to the public.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Haire to approve the November 17, 1998, City Council Minutes as distributed. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Haire, to approve the Third Reading of an Ordinance for assignment of recently annexed area (Courtyard Subdivision) to the City Voting District #2. This motion was unanimously approved.

City Administrator Yow stated that Council instructed staff to develop an Ordinance establishing an attendance requirement for members of Boards and Commissions. Council decided at the last meeting that members would be removed if they missed three (3) consecutive meetings.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the First Reading of an Ordinance establishing attendance requirements for members of Boards and Commissions. This motion was unanimously approved.

Public Works Director Bowden told Council that three (3) bids had been requested for a front loading sanitation truck. Only one (1) bid had been received due to low availability of Mack trucks with an automatic transmission. Director Bowden stated that the one bid was received from Heil Environmental Industries in the amount of \$146,575.00 for a 1999 Mack truck cab and chassis. The budgeted amount was \$150,000. He recommended that Council accept this bid. A motion was made by Councilmember Salley, seconded by Councilmember Haire, to approve the bid of \$146,575.00 from Heil Environmental Industries for a front loading sanitation truck. This motion was unanimously approved.

Special Projects Coordinator Warren Harley asked Council for their approval on several annexations of City owned properties. City Administrator Yow told Council that an annexation was needed to bring in property the City purchased for the expansion of the Airport. He stated during this process,



RESOLUTION

WHEREAS, the Department of Public Utilities of the City of Orangeburg, South Carolina, received bids on October 27, 1998 for the construction of a 12" (inch) Water Line to the I-26 City/County Industrial Park .

WHEREAS, the low responsible bid for this work was submitted by McMahan Brothers Pipeline, Inc. of Columbia, South Carolina in the amount of \$819,410.25; and

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Members of Council of the City of Orangeburg, in Council assembled, and by authority of the same, that the low responsible bid shown above be accepted; and

BE IT FURTHER RESOLVED THAT Fred H. Boatwright, Manager of the Department of Public Utilities, be authorized and he is hereby directed to execute the contract documents on behalf of the Department of Public Utilities of the City of Orangeburg.

PASSED by City Council, in Council assembled, at Orangeburg, South Carolina this 17th day of November, 1998.

Martin C. Thompson  
Mayor

James H. Harris

Sandra P. Little

Paul M. Min

L. Zimmerman

James P. H. H.

Members of Council

ATTEST:

Sharon M. Lanning  
City Clerk and Treasurer

CITY COUNCIL MINUTES  
DECEMBER 1, 1998  
PAGE 2

it was discovered the City owned other unannexed property. Special Projects Coordinator Harley stated that these properties had been through the process before the Planning Commission. Councilmember Salley asked why the City was zoning the Wetlands property near the Airport as D-1 Industrial. City Administrator Yow stated that the property is zoned according to the property next to it and the land is protected by restrictive covenants. Councilmember Salley asked if the City should have another zoning classification for this type of land. This matter will be looked into for all of the properties being annexed.

A motion was made by Councilmember Miller, seconded by Councilmember Haire, to approve the First Reading of an Ordinance to annex City property formerly owned by Orangeburg County, into the corporate limits of the City of Orangeburg, South Carolina. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Knotts, to approve the First Reading of an Ordinance to annex City property formerly owned by Syphrett, Smoak, Fogle, Rambler's Enterprise and Etal into the corporate limits of the City of Orangeburg, South Carolina. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the First Reading of an Ordinance to annex City property formerly owned by Adele Bates Bailey, into the corporate limits of the City of Orangeburg, South Carolina. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to approve the First Reading of an Ordinance to annex City property formerly owned by Orangeburg County, now known as the City Garage, Sanitation and Service Department, into the corporate limits of the City of Orangeburg, South Carolina. This motion was unanimously approved.

A motion was made by Councilmember Haire, seconded by Councilmember Miller, to approve the First Reading of an Ordinance to annex City property formerly owned by Labora, into the corporate limits of the City of Orangeburg, South Carolina. This motion was unanimously approved.

Council took no action on Item #10, the First Reading of an Ordinance to annex City property located on Edisto River, into the corporate limits of the City of Orangeburg, South Carolina. They deferred voting on this property to research a proper course of action as it was pointed out that the Department of Public Utilities has a sludge lagoon located there and A-1 Residential would not be the proper zoning classification.

City Administrator Yow told Council that he had received a request from Southeastern Housing Foundation to waive a building permit fee of \$238 for the replacement of windows at the Landmark Towers.

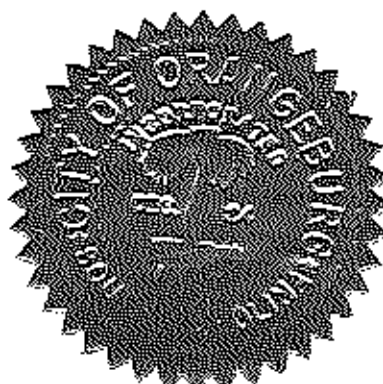
A motion was made by Councilmember Haire, seconded by Mayor Pro Tem Keitt, to waive the \$238 building permit fee for Southeastern Housing Foundation. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Rheney, to pass a Resolution to accept the low bid of \$538,814.50 from C. R. Jackson, Inc., for the construction of water and wastewater lines within the Orangeburg County/City Industrial Park. This motion was unanimously approved.

There being no further business, the meeting was adjourned.

Respectfully submitted,

*Sharon G. Fanning*  
Sharon G. Fanning  
City Clerk



## CITY COUNCIL MINUTES DECEMBER 15, 1998

Orangeburg City Council held its regularly scheduled meeting on Tuesday, December 15, 1998, at 7:00 P.M., in Council Chambers with Mayor Cheatham presiding. An invocation was given by Reverend Kermit Shrawder of the Methodist Oaks.

### **PRESENT:**

Martin C. Cheatham  
Bernard Haire  
L. Zimmerman Keitt  
Sandra P. Knotts  
Paul A. Miller  
Joyce W. Rheney  
W. Everette Salley

A motion was made by Councilmember Rheney, seconded by Mayor Pro Tem Keitt, to approve the December 1, 1998, City Council Minutes as distributed. This motion was unanimously approved.

Mayor Cheatham and Department of Public Safety Director Davis presented John H. Wolfe, Captain of the Investigations Division of the Department of Public Safety with a retirement Resolution and watch in appreciation of his dedication and devotion to the City for twenty-five years, seven months and twelve days of service. Mr. Wolfe retired on December 15, 1998.

Ms. Beth Thomas, Executive Director, of the Orangeburg County Fine Arts Center, asked Council for their approval and support to make building modifications to the Arts center. She stated that the Arts Center leases the building from the City and cannot make any building alterations without City Council's consent. She presented drawings that would expand the second floor storage space/dressing rooms and first floor restroom improvements. She stated, "These plans are contingent upon getting Arts Commission funding and City approval. If we get the money, we want to be able to say this is how we'll use it." Several questions were asked and concerns expressed about construction and architectural drawings being obtained.

A motion was made by Mayor Cheatham, seconded by Councilmember Rheney, to approve the concept pending architectural drawings for renovations to the Arts Center. The architectural drawings will be brought back to Council for final approval. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Councilmember Knotts, to approve the Second Reading of an Ordinance establishing attendance requirements for members of Boards and Commissions. This motion was unanimously approved.

A motion was made by Councilmember Haire, seconded by Councilmember Rheney, to approve the Second Reading of an Ordinance to annex City property formerly owned by Orangeburg County, into the corporate limits of the City of Orangeburg. This motion was unanimously approved.

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve the Second Reading of an Ordinance to annex City property formerly owned by Syphrett, Smoak, Fogle, Rambler's Enterprise and Etal., into the corporate limits of the City of Orangeburg. This motion was unanimously approved.

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Haire, to approve the Second Reading of an Ordinance to annex City property formerly owned by Adele Bates Bailey, into the corporate limits of the City of Orangeburg. This motion was unanimously approved.

RESOLUTION

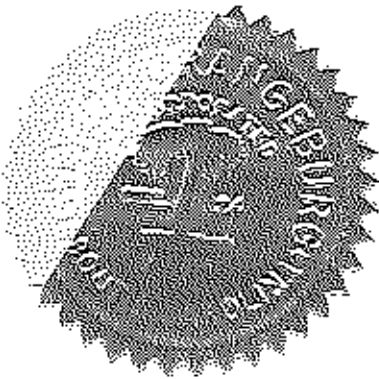
WHEREAS, the Department of Public Utilities of the City of Orangeburg, South Carolina, received bids on November 19, 1998 for the construction of Water and Sewer Lines within the Orangeburg County/City Industrial Park.

WHEREAS, the low responsible bid for this work was submitted by C.R. Jackson, Inc. of West Columbia, South Carolina in the amount of \$538,814.50; and

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Members of Council of the City of Orangeburg, in Council assembled, and by authority of the same, that the low responsible bid shown above be accepted; and

BE IT FURTHER RESOLVED THAT Fred H. Boatwright, Manager of the Department of Public Utilities, be authorized and he is hereby directed to execute the contract documents on behalf of the Department of Public Utilities of the City of Orangeburg.

PASSED by City Council, in Council assembled, at Orangeburg, South Carolina this 15<sup>th</sup> day of December, 1998.



Martin S. Chaffin  
Mayor

Ben Haire  
Sandra R. Luster

Paul G. Min

L. Zimmerman  
Keith

James H. Lyle

Members of Council

ATTEST:

Sharon H. Lannert  
City Clerk and Treasurer

## CITY COUNCIL MINUTES

December 15, 1998

PAGE 2

A motion was made by Councilmember Miller, seconded by Councilmember Haire, to approve the Second Reading of an Ordinance to annex City property formerly owned by Orangeburg County, now known as the City Garage, Sanitation and Service Department, into the corporate limits of the City of Orangeburg. This motion was unanimously approved.

City Administrator Yow asked Council for their approval for First Reading of an Ordinance to amend Fiscal Year 1998-99 City of Orangeburg's Budget regarding the tax millage rate. The original Budget Ordinance had the City millage set at 75 mills. He stated that, "In the budget planning session, budget work sessions and First Reading of the budget, we reminded Council that the County was in reassessment. We said we may require a rollback and adjust the tax millage in accordance with state law. The 75 mills, as adopted will rollback to 72 mills."

Mayor Cheatham stated that, "Basically, we're getting the same amount of revenue with the 72 mills we budgeted for. By state law, we have to stay within guidelines." City Administrator Yow stated that tax notices were mailed for the City last week. The notices reflect 72 mills.

A motion was made by Councilmember Miller, seconded by Councilmember Haire, to approve the First Reading of an Ordinance to amend Fiscal Year 1998-99 City of Orangeburg's Budget regarding the tax millage rate. This motion was unanimously approved.

City Administrator Yow asked Council for their approval to purchase the First National Bank Building on Russell Street from Orangeburg County for \$1.00. DORA presently occupies the building. Mayor Cheatham stated that, "There will be some expenses in bringing the building up to standards and even after that there will be costs to locate and accommodate others in the building." City Administrator Yow stated that the improvements will take several years and will include environment concerns and repair or replacement of the roof. "We budgeted \$40,000 to work on the building this year from the Hospitality and Accommodations Tax Fund."

A motion was made by Councilmember Miller, seconded by Mayor Pro Tem Keitt, to approve a Resolution to purchase property located on Russell Street in the City of Orangeburg--First National Bank Building. This motion was unanimously approved.

Assistant City Administrator Bushyager asked Council for their approval to authorize a lease purchase agreement with Nationsbank at the low interest rate of 3.86%, for a five year period for the City's rolling stock.

A motion was made by Councilmember Salley, seconded by Councilmember Haire, to approve a Resolution authorizing a lease purchase agreement for rolling stock with Nationsbank at 3.86% for a five year period and authorize City Administrator Yow to execute the necessary documents. This motion was unanimously approved.

City Administrator Yow asked Council to authorize a Resolution to accept a fee simple title to property located at 219 Pinehill Road owned presently by Florence Scoville for \$5.00. The Resolution was changed to clarify language to specify that the City will handle all costs including all property taxes. He stated the property will continue in its natural state.

A motion was made by Councilmember Miller, seconded by Councilmember Rheney, to approve the Resolution to accept fee simple title to property located at 219 Pinehill Road. This motion was unanimously approved.

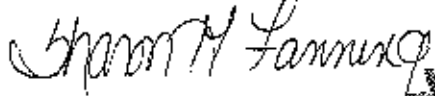
There were no utility matters brought before Council.

CITY COUNCIL MINUTES  
DECEMBER 15, 1998  
PAGE 3

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Miller, to enter into an Executive Session for contractual and legal matters concerning Orangeburg Municipal Airport and the Executive Department.

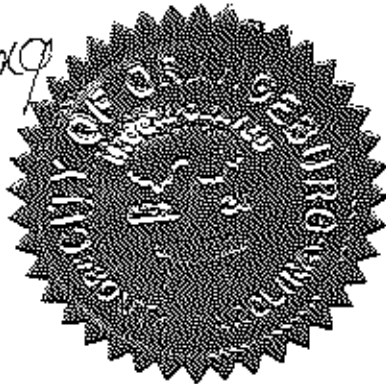
There being no further business, the meeting was adjourned.

Respectfully submitted,



Sharon G. Fanning  
City Clerk

/pfb





## RESOLUTION

**WHEREAS,**

John H. Wolfe, faithfully served the City of Orangeburg Department of Public Safety for twenty-five years, seven months and twelve days with a retirement date of December 15, 1998; and

**WHEREAS,**

he, through his long and faithful service, contributed greatly to the successful operation of the City of Orangeburg Department of Public Safety; and

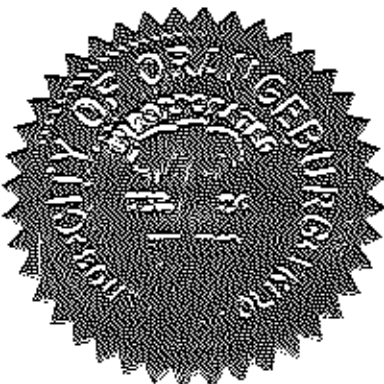
**WHEREAS,**

the City Council, in recognition of the fine contribution rendered the City of Orangeburg, wants to inscribe on the records its appreciation.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Members of Council, in Council assembled, do officially recognize the faithful service rendered to the City of Orangeburg in the capacities in which he served the City and we take pride in commending him for a job well done.

**BE IT FURTHER RESOLVED** that a copy of this Resolution, in appreciation for his devotion of duty to the City of Orangeburg, be placed in the Minute Book of the City and a copy furnished to Mr. Wolfe in recognition of his services.

**PASSED BY** the City Council of the City of Orangeburg, State of South Carolina, this 15th day of December, 1998.



*Martin C. Cheatham*  
MAYOR

*Sandy F. Kutt*

*Paul G. Miller*

*James K. Hensley*

*James D. Haire*

*L. J. [illegible]*

*[illegible]*  
MEMBERS OF COUNCIL

ATTEST:

*Sharon A. Lanning*  
CITY CLERK

**A RESOLUTION TO CONSENT TO THE PURCHASE OF PROPERTY  
LOCATED ON RUSSELL STREET IN THE CITY OF ORANGEBURG, STATE OF  
SOUTH CAROLINA, AND COMMONLY REFERRED TO AS THE  
"FIRST NATIONAL BANK BUILDING"**

WHEREAS, the County of Orangeburg has offered to sell the below-described property to the City of Orangeburg for the consideration of One and 00/100 (\$1.00) Dollar, plus costs of deed preparation and recording fees; and

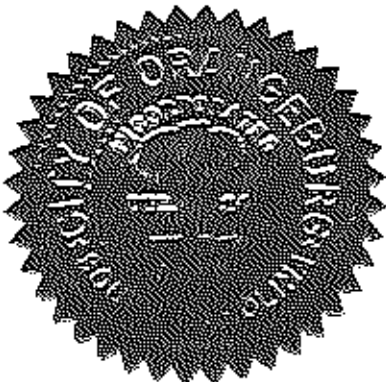
WHEREAS, the City of Orangeburg deems it in its best interest to accept said conveyance of said property in fee simple in accordance with the above terms; and

NOW, THEREFORE, BE IT RESOLVED by Council duly assembled that the City of Orangeburg accept the fee simple conveyance of the below described property from the County of Orangeburg for the consideration of One and 00/100 (\$1.00) Dollar and costs of deed preparation and recording fees.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to sign and deliver any and all documents that may be necessary to comply with this Resolution.

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the South side of Russell Street, in the City and County of Orangeburg, State of South Carolina, fronting on said Russell Street, 43.11 feet and running back and measuring on the respective sidelines, 178.8 feet and measuring on the rear line, 43.5 feet, and bounded as follows: On the North by Russell Street; on the East by property now or formerly of Mrs. Emma C. Dantzler, on the South by property now or formerly of William W. Wannamaker (Orange Cotton Mills); and on the West by property of J. W. Smoak.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 15<sup>th</sup> day of December, 1998.



ATTEST

City Clerk

Mayor

Members of Council



**A RESOLUTION TO ACCEPT FEE SIMPLE TITLE TO PROPERTY OWNED BY FLORENCE SCOVILLE AND LOCATED AT THE INTERSECTION OF PINEHILL ROAD AND NORTH BROOKSIDE DRIVE IN THE CITY OF ORANGEBURG.**

WHEREAS, Florence Scoville, owner of property located at the intersection Pinehill Road and North Brookside Drive in the City of Orangeburg, State of South Carolina, has offered to convey fee simple title to said property to the City of Orangeburg in consideration of Five and 00/100 (\$5.00) Dollars; and

WHEREAS, the City of Orangeburg finds that it would be in the best interest of the City to accept fee simple title to said property;

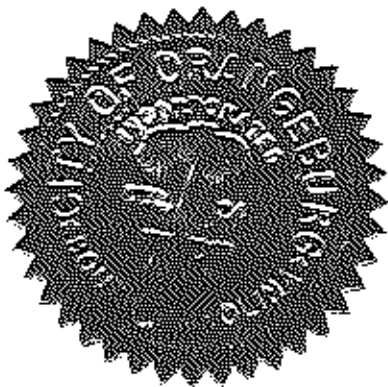
NOW, THEREFORE, BE IT RESOLVED by Council duly assembled that the City of Orangeburg accept fee simple, unrestricted and unencumbered title to the below described property from its owner, Frances Scoville, for the consideration of Five and 00/100 (\$5.00) Dollars.

BE IT FURTHER ORDAINED that the City of Orangeburg does hereby agree to incur all costs in obtaining the conveyance of said property to the City in compliance with this resolution, including any and all real property taxes due and payable.

**Description of property:**

All that certain piece, parcel or lot of land, situate, lying and being in the City of Orangeburg, Consolidated School District 5, County of Orangeburg, State of South Carolina, containing .48 acre and being set forth and shown on a plat thereof prepared by Edisto Surveyors, Inc., approved by A.R. Parler, Jr., R.L.S. dated December 4, 1998 and having the following boundaries and measurements: Northwest by the right-of-way of Pinehill Road and measuring thereon in a straight line, 85.13 feet and on the curve, 179.71 feet; East and Southeast by the right-of-way of North Brookside Drive and measuring on the curve, 134.23 feet and in a straight line, 125.4 feet; and Southwest by property of Helen P. Munn, 149.30 feet.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in council duly assembled this 15<sup>th</sup> day of December, 1998.

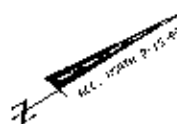


ATTEST

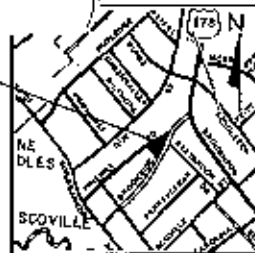
City Clerk

Mayor

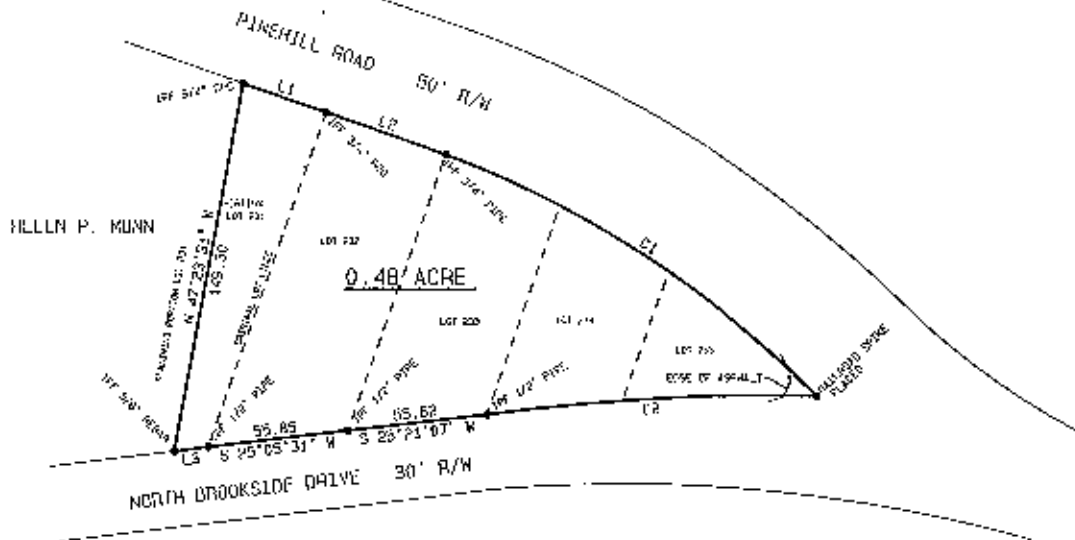
Members of Council



SITE



LOCATION SKETCH



CURVE DATA

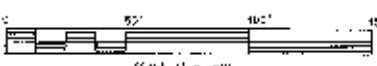
CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING
C1	179.71	24°38'34"	418.41	178.04	N 64°25'51" E
C2	134.23	08°53'44"	604.89	134.10	S 28°31'48" W

LINE DATA

LINE	BEARING	DISTANCE
L1	N 60°54'55" E	24.94
L2	N 51°32'23" E	50.49
L3	S 24°28'30" W	13.82

- SEE PLAT FOR FRONT
- SEE PLAT FOR BACK
- SEE PLAT FOR RIGHT OF WAY

REFERENCE:  
A PLAT FOR HILL P. MUNN BY EDISTO SURVEYORS, INC.  
DATED FEBRUARY 15, 1985.  
A PLAT OF SCOVILLE WOODS SUBDIVISION BY H. M. HIPS.  
C.E. CASE NO. 100, 1984 RECORDED IN PLAT BOOK 7, PAGE  
152.



NOTE:  
THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE  
REVEALED BY A FULL AND ACCURATE TITLE SEARCH. A TITLE  
SEARCH MAY PRODUCE EXISTING DOCUMENTS OF RECORD THAT  
MAY AFFECT THIS PLAT, AND REQUIRE REVISIONS TO THIS  
PLAT.

CERTIFICATION IS MADE TO THOSE PERSONS FOR WHICH THIS  
PLAT WAS PREPARED AND IS NOT TRANSFERABLE.

SURVEY IS VALID ONLY IF FRONT HAS AN ORIGINAL SIGNATURE  
AND A RAISED EXPOSED SEAL OF THE SURVEYOR.



1H 171-03-03-001

A PLAT  
OF  
LOTS 232 THRU 235 & A  
PORTION OF LOT 231  
SCOVILLE WOODS SUBDIVISION  
STATE OF SOUTH CAROLINA  
COUNTY OF ORANGEBURG  
CITY OF ORANGEBURG

PREPARED FOR

CITY OF ORANGEBURG

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE,  
INFORMATION, AND BELIEF, THE FOREGOING SURVEY WAS  
MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARD  
SURVEYING MANUAL FOR THE PRACTICE OF LAND SURVEYING IN  
SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS  
FOR A CLASS 'A' SURVEY AS SPECIFIED THEREIN."

*[Signature]*  
ROBERT L. STEWART, S.E.  
S.E. REG. NO. 1104, A.R. REG. NO. 1104  
EDISTO SURVEYORS, INC.  
PO BOX 1774 ORANGEBURG, SOUTH CAROLINA 29118

DRAWN BY: J. L. HIPS

11588 D

## **RESOLUTION**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT BETWEEN THE CITY OF ORANGEBURG, SOUTH CAROLINA AND NATIONSBANK, N.A. AND A SECURITY AGREEMENT, AND OTHER DOCUMENTS BETWEEN THE CITY OF ORANGEBURG, SOUTH CAROLINA AND NATIONSBANK, N.A. RELATING TO THE LEASE PURCHASE AGREEMENT; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS,** the City of Orangeburg, South Carolina (the "City"), acting by and through the City Council (the "City Council") has determined that it is necessary and essential for the City to acquire the personal property and equipment described on Exhibit A attached hereto (collectively, the "Project") and to obtain financing for the Project through a lease purchase agreement; and

**WHEREAS,** in order to facilitate this financing, the City Council heretofore authorizes the City to request from various financial institutions proposals for tax exempt lease purchase arrangements in the amount of \$634,353 for the purpose of financing the Project upon such terms and conditions as determined to be in the best interest of the City and as set forth in the Request for Proposal. On November 20, 1998, the City received bids for the lease purchase with NationsBank, N.A. (the "Bank") being the low bidder; and

**WHEREAS,** the City is authorized to enter the lease purchase financing; and

**WHEREAS,** there has been prepared for consideration and review by the City Council the forms of (i) Lease Purchase Agreement (the "Lease Agreement") and (ii) the Security Agreement (the "Security Agreement"); and

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and City Council, duly assembled:

**SECTION 1.** The City Council hereby accepts the proposal of the Bank (the "Bank Proposal") (a copy of which is attached hereto as Exhibit B) for financing the lease purchase of the Project at the interest rates set forth in the Bank Proposal and authorizes and directs the City Administrator to execute such documents as may be required by the Bank. The City Council hereby ratifies, confirms and approves the actions previously taken with respect to this lease purchase financing.

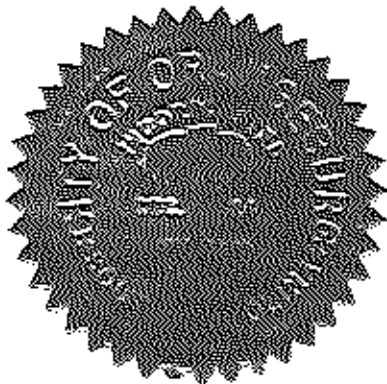
**SECTION 2.** The Lease Agreement as submitted herewith as Exhibit C is hereby approved with respect to the lease purchase financing. The City Administrator of the City is hereby authorized and directed to execute and deliver the Lease Agreement with such changes, insertions and omissions as do not impose liability upon the City and as may be approved by the City Administrator with the advice of counsel, said execution being conclusive evidence of such approval.

**SECTION 3.** The Security Agreement as submitted herewith as Exhibit D is hereby approved with respect to the lease purchase financing. The City Administrator of the City is hereby authorized and directed to execute and deliver the Security Agreement with such changes, insertions and omissions as do not impose liability upon the City and as may be approved by the City Administrator with the advice of counsel, said execution being conclusive evidence of such approval.

**SECTION 4.** Under the present laws of the State of South Carolina, interest on the lease purchasing financing shall be exempt from all income taxation by the State, except for estate and other transfer taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, however, imposes upon every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes such as the interest paid on the lease purchase financing.

- SECTION 5. The City Council hereby designates the obligations of the City to make payments under the Lease Agreement as "qualified tax-exempt obligations" in accordance with the provisions of Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, as amended, and the City Council does not reasonably expect that the City (and any subordinate entities) will issue more than \$10,000,000 in qualified tax-exempt obligations during the calendar year 1998 and City Council will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to such Section 265(b)(3)(B) (ii) during calendar year 1998.
- SECTION 6. The Mayor, the City Clerk, the City Administrator and the City Attorney, and any other proper officer of the City, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution.
- SECTION 7. It is the intention of the City Council that this Resolution shall constitute "official intent" on the part of the City within the meaning of the applicable regulations of the United States Treasury Department relating to the lease purchase financing.
- SECTION 8. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina.
- SECTION 9. This Resolution shall become effective immediately upon its adoption by the Board.
- SECTION 10. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
- SECTION 11. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall take effect and be in full force from and after its passage and approval.

Passed by the City Council of the City of Orangeburg, South Carolina this 15<sup>th</sup> day of December, 1998.



Martin C. Cheatham  
Martin C. Cheatham, Mayor

James H. Hane  
James H. Hane

Dandra P. Krotts  
Dandra P. Krotts

Paul G. Miller  
Paul G. Miller

L. J. J. J. J. J.  
L. J. J. J. J. J.

Joseph P. R. R. R.  
Joseph P. R. R. R.

Shirley L. Selley  
Shirley L. Selley

Council Members

ATTEST:

Sharon A. Lanning  
Sharon A. Lanning  
City Clerk



**City of Orangeburg**  
**South Carolina**

TO: Mayor and City Council

Re: Capital Equipment Lease Purchase FY 1998-99/Bid Tabulations

Please find below the bid tabulations the City of Orangeburg received on November 20, 1998.

NationsBank	3.86% (low bidder)
First National	3.96% ÷ \$500.00 document fee
BB & T	4.16%
Wachovia	4.19%
First Union	4.21%
Orangeburg National	4.75%

The above bids were received for the following rolling stock equipment:

(3) Vehicles	\$60,000.00
¾-ton Service Truck	20,000.00
Commercial Garbage Truck	150,000.00
Residential Garbage Truck	125,000.00
(3) ½-ton Pickup Trucks	41,853.00
Shuttle Truck	40,000.00
Utility Vehicle	22,000.00
Light-duty Dump Truck	25,500.00
Street Sweeper	150,000.00
Total	<hr/> \$634,353.00

EXHIBIT A

1.	(3) Vehicles	\$60,000.00
2.	3/4 ton Service Truck	\$20,000.00
3.	Commercial Garbage Truck	\$150,000.00
4.	Residential Garbage Truck	\$125,000.00
5.	(3) 1/2-ton Pick-up Trucks	\$41,853.00
6.	Shuttle Truck	\$40,000.00
7.	Utility Vehicle	\$22,000.00
8.	Light-duty Dump Truck	\$25,500.00
9.	Street Sweeper	\$150,000.00
	<b>Total</b>	<b>\$634,353.00</b>

A-1

NFCOL2320502 1-80 (AHL) 00000-272

DEC 08 '98 16:00

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PAGE.05

\*\* TOTAL PAGE.05 \*\*

**CITY OF ORANGEBURG, SOUTH CAROLINA  
FINANCIAL LEASE PURCHASE PROPOSAL**

OWNER: City of Orangeburg

CAPITAL EQUIPMENT: Vehicles, pick-up trucks, service truck, garbage trucks, shuttle truck, utility vehicle, light duty dump truck, street sweeper

TOTAL ESTIMATED COST: \$634,353

ADVANCED PAYMENTS: NONE

TERMS: 5 Years, annual payments

FIXED RATE: 3.86% APR%

FLOATING RATE: N/A APR%

RESIDUAL: \$-0- at end of lease

EXPIRATION OF INTEREST RATE QUOTE: December 24, 1998

ANTICIPATED DELIVERY DATE/EQUIP.: 1999

COMPANY SUBMITTING QUOTATION: NationsBank, N.A.

ADDRESS: 761 John C. Calhoun Drive/PO Box 1247  
Orangeburg, SC 29116

PHONE NUMBER: (803) 533-6652

SPECIAL CONDITIONS: Lending institution responsible for drawing up agreement. City responsible for essentiality letter, City Attorney opinion on tax status of loan, invoice of equipment, insurance, acceptance of delivery. City will make available copies of agreement on previous lease purchase arrangements.

CONTACT PERSON: Gary Walsh/Gregg Frierson

SIGNATURE OF OFFICER: Gregg Frierson Date 11/20/98

ADDITIONAL COMMENTS BY FINANCIAL INSTITUTION

See Attachment A

## ATTACHMENT A

The terms quoted herein represent a proposal by NationsBank, N.A. and not a commitment. Consummation requires definitive documentation acceptable to the parties, which documentation will provide or will include, but not be limited to: (i) a "non substitution" clause; (ii) designation of the lease agreement as a "qualified tax exempt obligation" under the Internal Revenue Code; (iii) opinions as to validity and enforceability of the lease agreement; (iv) the first priority security interest in the capital equipment is in favor of NationsBank, N.A. and designation of NationsBank, N.A. as loss-payee on insurance; and (v) terms of, and investment related to, an escrow account, if any, shall be acceptable to NationsBank, N.A. in its sole discretion.



LEASE PURCHASE AGREEMENT

between

NationsBank, N.A.  
as the Lessor

and

City of Orangeburg, South Carolina  
as the Lessee

Dated as of December \_\_\_\_, 1998

**DRAFT**

THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND, IF THE FEDERAL ARBITRATION ACT IS INAPPLICABLE, THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976 AS AMENDED

THIS LEASE PURCHASE AGREEMENT (the "Agreement"), dated as of December \_\_, 1998, is entered into between NationsBank, N.A., a national banking association with offices in Orangeburg, South Carolina (the "Lessor"), and the City of Orangeburg, South Carolina (the "Lessee").

**WITNESSETH:**

WHEREAS, the Lessee is a duly and validly created, organized and existing body politic and corporate and a municipal corporation under and by virtue of the State of South Carolina; and

WHEREAS, the Lessee has the power under the laws of the State of South Carolina, to enter into lease purchase agreement and installment contracts to finance the purchase of real or personal property or the construction or repair of fixtures or improvements on real property; and

WHEREAS, the Lessor desires to advance certain funds to enable the Lessee to acquire the Project (as hereinafter defined); and

WHEREAS, the Lessee desires to obtain the advance from the Lessor pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the Lessee to make certain payments, as herein provided, shall not constitute a pledge of the faith and credit of the Lessee within the meaning of any constitutional debt limitation; and

WHEREAS, in order to secure the obligations of the Lessor, the Lessee has requested that the Lessor deposit moneys in project fund with the Lessor, pursuant to the terms of this Agreement, in an amount equal to all or a portion of the costs of the acquisition of the Project; and

WHEREAS, in order to further secure the obligations of the Lessee hereunder, the Lessee has executed the Security Agreement (as hereafter defined); and

WHEREAS, no deficiency judgment may be rendered against the Lessee in any action for breach of a contractual obligation under this Agreement, and the taxing power of the Lessee is not and may not be pledged in any way, directly or indirectly or contingently, to secure any moneys due under this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.1. Definitions. The terms defined in this Article shall, for all purposes of this Agreement, have the meanings in this Article specified, unless the context clearly indicates some other meaning:

"Additional Payments" means payments (other than Lease Payments) required to be paid by the Lessee hereunder, including in particular payments under Section 4.7 hereof.

"Advance" means the amount not exceeding \$634,353 to be advanced by the Lessor to enable the Lessee to finance the Implementation of the Project pursuant to the terms of this Agreement.

"Agreement" means this Lease Purchase Agreement and any and all amendments or supplements hereto.

"Basic Agreements" means this Agreement and the Security Agreement.

"Business Day" means a day on which the Lessor is open for the purpose of conducting a commercial banking business.

"Code" means the Internal Revenue Code of 1986, as amended, as it applies to this Agreement and final regulations and all proposed regulations which, if adopted in their present form, would apply to this Agreement. Reference herein to any specific provision of the Code shall be deemed to include any successor provision thereto.

"Event of Default" shall have the meaning set forth in Section 6.1 hereof.

"Governing Body" means the governing body of the Lessee.

"Implement," "Implementing," "Implementation," or any other grammatical form thereof, when used in connection with the Project, means design, acquire, renovate, construct, install and equip, as the case may be.

"Lease Payments" means the payments payable by the Lessee pursuant to Section 4.3 during the Term.

"Manager" means the officer of the Lessee charged from time to time with preparing the annual budget of the Lessee.

"Net Proceeds" means the gross proceeds from any insurance recovery or condemnation or eminent domain award remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

"Payment of Lease Payments" means payment in full of all Lease Payments due and to become due to and including the final scheduled payment date.

"Project," whether one or more, means the transaction or set of transactions more particularly described on **Exhibit A** attached hereto and all substitutions therefor, replacements thereof and additions thereto, and all reasonably necessary or convenient associated equipment and other personal property or fixtures, such description as may be amended from time to time.

"Project Costs" shall be deemed to include payment of or reimbursement for the following items approved by Lessor:

- (a) the actual cost of machinery and equipment as payable to vendors in connection with the acquisition, construction, renovation, installation and equipping of the Project;

- (b) all other costs which are considered to be a part of the costs of the acquisition, installation and equipping of the Project, in accordance with generally accepted accounting principles and which will not affect the exclusion from gross income for federal income tax purposes of the designated interest component of Lease Payments payable by the Lessee hereunder, including sums required to reimburse the Lessee for advances made by the Lessee that are properly chargeable to the acquisition, construction, installation and equipping of the Projects, including the interest component of Lease Payments prior to the Completion Date of the Project.

"Project Fund" means the fund created in Section 3.5 of this Agreement.

"Rate Adjustment Event" means any determination by the Internal Revenue Service, any federal administrative agency or any court (a) that the interest components of Lease Payments are includable in gross income for federal income tax purposes, or (b) that the Lessee's obligations to pay Lease Payments are not "qualified tax-exempt obligations" within the meaning of Section 265 of the Code.

"State" means the State of South Carolina.

"Term" means the duration of this Agreement and the period during which payments are to be made hereunder, such Term now scheduled to terminate on the Termination Date, unless such date is extended pursuant to Section 4.2.

"Termination Date" means March 1, 2003 unless such date is extended pursuant to Section 4.2 hereof.

Section 1.2. Rules of Construction. The following rules shall apply to the construction of this Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the prepayment or calling for prepayment of the Lessee's obligations hereunder shall not be deemed to refer to or connote the payment of the Lessee's obligations hereunder at their stated maturity or payment dates.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Agreement.

(d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants by the Lessee. The Lessee makes the following representations and covenants:

(a) the Lessee is a body politic and corporate and municipal corporation of the State of South Carolina, duly created and validly existing under the laws of the State of South Carolina;

(b) the Implementation of the Project is essential in order to permit the Lessee to carry out the public functions that it is authorized by law to perform. The Lessee anticipates an ongoing need for the Project and the Project will serve functions which are essential to the proper, efficient and economic operation of the Lessee. The Lessee, further, intends to own and operate the Project at all times during the term of this Agreement.

(c) the Lessee has full power and authority to enter into the Basic Agreements and all other documents to which it is a party to perform the transactions contemplated thereby, to carry out its obligations thereunder and, by proper action, has duly authorized, executed and delivered such Basic Agreements and other documents;

(d) the Lessee is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(e) the Lessee is not in default under or in violation of, and the execution, delivery and compliance by the Lessee with the terms and conditions of the Basic Agreements, to the best of its knowledge, will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the Lessee, or (2) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Lessee or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;

(f) no further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the Lessee with the terms and conditions of any agreement with respect to the Project to which it is a party;

(g) there are no liens or encumbrances encumbering any of the personal property which is part of the Project;

(h) the Lessee has complied with all procurement requirements in connection with the acquisition of the Project;

(i) there is no litigation at law or in equity or any proceeding before any governmental agency involving the Lessee pending or, to the knowledge of the Lessee, threatened in which any liability of the Lessee is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the activities or assets of the Lessee or that would affect the Implementation of the Project, the validity of the Basic Agreements or the performance of the Lessee's obligations thereunder;

(j) if any of the Project includes one or more motor vehicles, such motor vehicles shall not at any time be leased, rented or otherwise used by the Lessee for hire.

**Section 2.2. General Tax Covenants.** The Lessee will not take any action, if any such action would adversely affect the exclusion from gross income of the interest components of the Lease Payments under Section 103 of the Code. The Lessee certifies that the interest components of the Lease Payments are excluded from gross income under Section 103 of the Code. The Lessee further covenants to do and perform all acts and things permitted by law and necessary to assure that the interest components of the Lease Payments be and remain excluded from gross income of the Lessor for federal income tax purposes pursuant to Section 103 of the Code. The Lessee will not directly or indirectly use or permit the use of any moneys constituting an Lease Payment hereunder, or take or omit to take any other action, that would cause the Agreement to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. The Lessee further covenants that the Agreement is not a "private activity bonds" as defined in Section 141 of the Code.

Without limiting the generality of the foregoing, the Lessee agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Agreement from time to time. This covenant shall survive the payment in full of all obligations under this Agreement.

Notwithstanding any provision of this Section 2.2, if the Lessee shall provide to the Lessor an opinion of counsel to the effect that any action required under this Section 2.2 is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest components of the Lease Payments under Section 103 of the Code, the Lessee and the Lessor may rely conclusively on such opinion in complying with the provisions hereof.

The Lessee hereby represents that it reasonably expects that the Lessee, together with all subordinate entities thereof and any other entities which issue obligations on behalf of the Lessee, will not issue more than \$10,000,000 of tax-exempt obligations (other than private activity bonds, except for qualified 501(c)(3) bonds) during the calendar year in which this Agreement is executed. The Lessee hereby designates its obligations under this Agreement as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code.

**Section 2.3. Interest Rate and Payment Adjustment.** (a) Upon each Rate Adjustment Event, the schedule for payment of Lease Payments shall change retroactively to the effective date of this Agreement. From and after the Rate Adjustment Event, the annualized interest rate used to calculate the schedule of Lease Payments shall change to such rate as the Lessor may reasonably determine shall be appropriate to provide the Lessor with the same tax equivalent yield the Lessor anticipated to enjoy over the Term. The Advance shall be reamortized over the remaining originally-scheduled repayment term, in substantially equal payments of combined

principal and interest, at the new interest rate. The Lessor shall promptly prepare a substitute **Exhibit C** reflecting the new payment schedule, deliver a copy to the Lessee.

(b) It is further expressly provided that the Lessee shall additionally pay to the Lessor, any taxes, interest, penalties or other charges assessed against or payable by the Lessor and attributable to a Rate Adjustment Event.

(c) If after the date hereof, the Lessor has determined that the adoption or effectiveness of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Lessor with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on the Lessor's capital or assets as a consequence of its commitments or obligations hereunder to a level below that which the Lessor could have achieved but for such adoption, effectiveness, change or compliance (taking into consideration the Lessor's policies with respect to capital adequacy), then from time to time, within fifteen (15) days after demand by the Lessor, the Lessee shall pay to the Lessor such additional amount or amounts as will compensate the Lessor for such reduction. Upon determining in good faith that any additional amounts will be payable pursuant to this Section, the Lessor will give prompt written notice thereof to the Lessee, which notice shall set forth the basis of the calculation of such additional amounts, although the failure to give any such notice shall not release or diminish any of the Lessee's obligations to pay additional amounts pursuant to this Section. Determination by the Lessor of amounts owing under this Section shall, absent manifest error, be final and conclusive and binding on the parties hereto. Failure on the part of the Lessor to demand compensation for any period hereunder shall not constitute a waiver of the Lessor's rights to demand any such compensation in such period or in any other period.

**Section 2.4. Continuing Disclosure.** The Lessee agrees to file with a central depository for availability in the secondary bond market when requested:

(a) An annual independent audit, within thirty (30) days of the Lessee's receipt of the audit; and

(b) Event specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of its revenue or its tax base.

### **ARTICLE III**

#### **IMPLEMENTATION OF THE PROJECT**

**Section 3.1. Purpose of Agreement.** The purpose of this Agreement is to provide for the financing of the Implementation of the Project by the Lessee. The Lessor hereby leases the Project to the Lessee, and the Lessee hereby leases the Project from the Lessor.

**Section 3.2. Advance of Purchase Price; Agreement to Implement Project.** The Lessor hereby makes the Advance to the Lessee, and the Lessee accepts from Lessor the Advance. The Lessee hereby agrees to Implement the Project, subject to the terms and conditions of this Agreement. In order to effectuate the purposes of this Agreement, the Lessee shall make, execute, acknowledge and deliver, or cause to be made, executed, acknowledged and delivered, all contracts, orders, receipts, writings and instructions, in the name of the Lessee or otherwise, with or to other persons, firms or corporations, and in general do or cause to be done all such other things as may be requisite or proper in order to Implement the Project and fulfill the obligations of the Lessee under this Agreement. The Lessee has complied, or will comply, with all applicable public bidding requirements with respect to the Project.

**Section 3.3. Payment of Project Costs.** The Lessor shall deposit in the Project Fund moneys representing the Advance. So long as no Event of Default shall have occurred and be continuing, the Lessor shall disburse moneys from the Project Fund in payment of the Project Costs upon receipt of written requisition from the Lessee in the form attached hereto as **Exhibit B** together with any other documents or other items as the Lessor shall determine to be necessary,

including, but not limited to, copies of the filed Uniform Commercial Code financing statements in form and content acceptable to the Lessor, evidence of insurance acceptable to Lessee and, if the Project constitutes motor vehicles, certificates of title properly designating Lessor as secured party.

Section 3.4. Title: Security Interests. (a) Title to the Project and any and all additions, repairs, replacements or modifications thereto shall be in the Lessee from and after the date of execution and delivery of this Agreement so long as the Lessee shall not be in default hereunder and shall vest permanently in the Lessee on the payment of all Lease Payments, free and clear of any lien or security interest of the Lessor therein; provided, however, that upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in the Lessor or its assignee.

(b) To secure all obligations of the Lessee hereunder, the Lessee hereby grants to the Lessor a security interest in any and all of the Lessee's right, title and interest in and to the Project, all additions, attachments, accessions, substitutions and replacements thereto, and any and all proceeds thereof, including without limitation, and proceeds of insurance thereon and the Project Fund. The Lessee agrees to execute and deliver all documents, instruments, certificates of title and financing statements necessary or appropriate to perfect or maintain the security interest granted hereby. The Lessor is authorized to file financing statements without the Lessee's signature or to execute and file such financing statements without the Lessee's signature on the Lessee's behalf as specified by the Uniform Commercial Code to perfect or maintain the Lessor's security interest granted hereby. At the request of the Lessor, the Lessee will keep and maintain a conspicuous marking or tag on the items of personal property constituting the Project that a security interest therein is held by the Lessor.

(c) The Project is, and shall at all times be and remain, personal property notwithstanding that the Project or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon or any fixtures, or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise. Upon request of the Lessor, the Lessee shall obtain, as to any place where the Project is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Project or the rights of levy or seizure thereon.

(d) The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien charge, security interest, encumbrance or claim on or with respect to the Project or any interest therein, except for the lien and security interest of the Lessor therein. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, security interest, charge encumbrance or claim.

(e) The Lessee agrees that unless the Lessor otherwise consents in writing all of the personal property constituting the Project shall at all times remain at 979 Middleton Street, Orangeburg, South Carolina 29116-0387.

Section 3.5. Project Fund. (a) Moneys in an amount set forth in Section 3.3 will be deposited by the Lessor in, and this sum shall constitute the principal of, the Project Fund, and shall be held by the Lessor in a separate fund in the name of the Lessee under the dominion of the Lessor designated as the "Project Fund" and applied in accordance with the provisions of this Agreement. The Lessee hereby assigns, pledges and grants a security interest in the Project Fund in favor of the Lessor to secure payment of the Lease Payments described in this Agreement.

(b) The Lessor shall invest and reinvest the Project Fund in accordance with written instructions received from the Lessee in investments customarily made available by Lessor in transactions of this type. The Lessee is solely responsible for ascertaining that all proposed investments and reinvestments comply with federal, state and local laws, regulations and ordinances governing investment of funds held pursuant to a financing arrangement similar in substance to the arrangement contemplated by this Agreement and for providing appropriate notice

to the Lessor for the reinvestment of any maturing investment. Accordingly, the Lessor is not responsible for any liability, cost, expense, loss damage or claim of any kind, directly or indirectly, arising out of or related to investment or reinvestment of all or a portion of the Project Fund, and the Lessee agrees to release and indemnify and hold harmless the Lessor, and their respective officers, directors, employees and agents, from any such liability, cost, expense, loss, damage or claim.

(c) (i) Unless the Project Fund is earlier terminated in accordance with the provisions of this Agreement, the principal of the Project Fund shall be disbursed by the Lessor. If the principal of the Project Fund is insufficient to pay the Project Costs, the Lessee shall provide any balance of the funds needed to complete the Implementation of the Project. Any moneys remaining in the Project Fund after completion of the Implementation of the Project or a termination hereof before such completion shall be distributed to the Lessor to be applied to the outstanding principal balance of the Advance in the inverse order of scheduled maturities of Lease Payments; (ii) Interest earned on the Project Fund shall be disbursed by the Lessor on the termination or the final distribution of the Project Fund in the following order: first, to the payment of any amounts then due and owing to the Lessee under this Agreement; and second, to the Lessee.

(d) The Project Fund shall be terminated at the earliest of (i) the final distribution of principal of the Project Fund; (ii) the occurrence of an Event of Default under this Agreement, or (iii) the termination of this Agreement.

(e) The Lessor shall be the only party entitled to disburse money from the Project Fund under this Agreement and shall take such actions as are specifically provided for herein and exercise such additional powers as are reasonably incidental thereto.

(f) The Lessor shall not be liable for any act which it may do or omit to do hereunder so long as it shall have acted in a manner not inconsistent with the terms of this Agreement. The Lessor shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver this Agreement, or any documents or papers, the delivery of which is contemplated hereunder. The Lessor is authorized to disregard any and all warnings from any person, and may disregard any directions, instructions, notices, communications, or information from any source whatsoever, excepting only directives conforming to the terms and provisions of this Agreement. Under no circumstances shall the Lessor be liable or responsible for the application of funds after the same have been delivered to the Lessee, any other person identified as a payee in any requisition submitted to the Lessor by the Lessee, or any other person in accordance with this Agreement.

(g) The Lessor may act in reliance on any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Lessor is not liable in any manner for the sufficient or correctness as to form, manner and execution, or validity of any instrument nor as to the identity, authority, or right of any person executing same; and its duties hereunder are limited to the receipt of such moneys, instruments or other documents received by it as the Lessor, and for the disposition of the same in accordance herewith.

(h) Unless the Lessor is guilty of gross negligence or wilful misconduct with regard to its duties hereunder with respect to the Project Fund, the Lessee agrees, to the extent permitted by law, to indemnify the Lessor, and its officers, directors, employees and agents, and to hold them harmless from any and all damages, claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which they may incur or with which they may be threatened by reason of actions taken in connection with this Agreement; and in connection therewith, to indemnify the Lessor, and its officers, directors, employees and agents, against any and all expenses, including reasonable attorneys' fees and expenses and the cost of defending any action, suit or proceeding or resisting any claim.

(i) The Lessor may consult with counsel of its own choice and has full and complete authorization and protection in taking any action, or in omitting to take any action, in good faith reliance on the advice of such counsel, Lessor is otherwise not liable for any mistakes of fact or



errors of judgment, or for any acts or omissions of any kind unless caused by its wilful misconduct.

Section 3.6. Implementation of Project. The Lessee shall comply with and agree to the following:

(a) The Lessee agrees to use its best efforts to Implement the Project on or before \_\_\_\_\_, \_\_\_\_\_ (the "Completion Date").

(b) The Lessee represents that the Project can be constructed and equipped for a total price within the total amount of funds expected to be available for such purposes.

(c) The Lessee will comply with all applicable laws, regulations and requirements of any governmental authority having jurisdiction over the Project and has secured, or caused to be secured, all regulatory approvals that are available at this time and necessary for the construction of the Project. The Lessee will secure, or cause to be secured, any additional regulatory approvals if required as construction of the Project progresses.

Section 3.7. Disclaimers of the Lessor. The Lessee acknowledges and agrees that the designs for the Project, if any, have not been made by the Lessor, and the Lessor has not supplied any plans or specifications with respect thereto and that the Lessor (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Project or similar projects; (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof; (c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof or any property or rights relating thereto; and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the result which the Lessee intends therefor, or (iii) is safe in any manner or respect.

THE LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR ANY COMPONENT PART THEREOF TO THE LESSEE OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LESSOR THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE ADVANCE WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE LESSEE) TO PAY THE COST OF IMPLEMENTING THE PROJECT; OR ANY OTHER CHARACTERISTICS OF THE PROJECT, IT BEING AGREED THAT ALL RISKS RELATING TO THE PROJECT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE LESSEE, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE LESSOR ARE HEREBY WAIVED BY THE LESSEE.

#### ARTICLE IV

##### PAYMENTS; REPAYMENTS; MAINTENANCE; INSURANCE; TAXES

Section 4.1. Financing of Project. The Lessor hereby agrees to finance the Project for the Lessee and the Lessee agrees to pay the Lessor for such financing, upon the terms and conditions of this Agreement. No funds shall be disbursed to the Lessee until the Lessor has received the prior written request of the Lessee in the form attached hereto as **Exhibit B**.

Section 4.2. Term. The Term shall commence on the date of delivery of this Agreement and, unless sooner terminated in accordance with the provisions hereof, shall terminate (i) at midnight on the Termination Date, or (ii) if all payments required by this Agreement have not been made on such date, then on that day on which all such payments shall have been made, or (iii) at such later time as may be established in an amendment to this Agreement by the parties hereto.

Section 4.3. Payments. (a) Subject to Section 4.5, the Lessee shall pay to the Lessor Lease Payments in accordance with the schedule set forth on Exhibit C attached hereto and, by this reference, incorporated herein as if fully set forth herein. Such Lease Payments shall be denominated in components of principal and interest, in the amounts, and at the times set forth in such Exhibit C. Each such Lease Payment shall be paid in lawful money of the United States of America at the Lessor's office at the address specified in Section 8.1 hereof or as may be otherwise directed by the Lessor in writing. In the event the Lessee fails to make any Lease Payment when due, interest with respect to the entire annum remaining Lease Payments shall accrue until paid at the applicable rate per year as set forth on Exhibit C *plus* 3% per annum, and the Lessee shall pay a late charge in an amount equal to five percent (5%) of such overdue amount.

(b) The obligation of the Lessee to make each Lease Payment as it becomes due is a current obligation of the Lessee and each Lease Payment is a current expense of the Lessee.

(c) Subject to Section 4.5 hereof, the obligation of the Lessee to make Lease Payments to the Lessor and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Lessor. Subject to prepayment in full as provided herein and subject to Section 4.5, the Lessee shall not suspend or discontinue any such payment or fail to observe and perform any of its other covenants, conditions and agreements hereunder for any cause, including without limitation any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, or failure of title to any part or all of the Project, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Project, or any change in the tax or other laws of the United States of America, the State of South Carolina or any political subdivision of either, or any failure of a vendor or the Lessor to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agreement. The Lessee assumes and shall bear the entire risk of loss and damage to the Project from any cause whatsoever, it being the intention of the parties that the Lease Payments shall be made in all events unless the obligation to make such Lease Payments is terminated as otherwise expressly provided herein. The Lessee may, after giving to the Lessor ten (10) days' notice of its intention to do so, at its own expense and in its own name or, with the consent of the Lessor which consent shall not be unreasonably withheld, in the name of the Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary in order to secure or protect any of its rights hereunder or the rights of the Lessor; and in such event the Lessor shall cooperate fully with the Lessee and take all necessary action to effect the substitution of the Lessee for the Lessor in any such action or proceeding if the Lessee shall so request; provided, however, if such consent is refused for any reason, the Lessor shall assign, to the extent permitted by law, all of its rights, title and interest in such cause of action or defense to the Lessee and the Lessor shall cooperate fully to effectuate such assignment and take all necessary action to effect the substitution of the Lessee for the Lessor in any such action or proceeding.

(d) Any Lease Payment due on a day not a Business Day shall be made on the next Business Day with the same force and effect as if made on such day.

Section 4.4. Prepayments. The Lessee may, at its option, elect by notice to the Lessor, to make prepayments of Lease Payments, in whole or in part, in accordance with the terms set forth in Exhibit C hereto without penalty or premium; provided, any partial prepayment shall be applied in the inverse order of scheduled maturities of Lease Payments.

Section 4.5. Appropriations of Payments. (a) The Lessee reasonably believes that funds sufficient to make all Lease Payments during the Term of this Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make Lease Payments or any other payments beyond its current fiscal year, the Governing Body of the Lessee in authorizing the execution of this Agreement has stated its intent to make annual appropriations sufficient to make the Lease Payments and Additional Payments and has recommended that future governing bodies continue to do so during the Term of this Agreement.

(b) The Manager shall include in the initial proposal for each of the Lessee's annual budgets the amount of all Lease Payments and Additional Payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the Manager includes an appropriation for Lease Payments and Additional Payments in a proposed budget, the Lessee may terminate all its obligations to make Lease payments and Additional Payments by not appropriating sufficient funds to make the scheduled Lease Payments and Additional Payments. In the event the Governing Body determines not to appropriate in its budget an amount sufficient to pay all Lease Payments and reasonably estimated Additional Payments coming due in the applicable fiscal year, the Governing Body shall adopt a resolution specifically deleting such appropriation from the proposed budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Governing Body. A copy of such resolution shall be promptly sent to the Lessor. Such failure to appropriate shall constitute an Event of Default under Section 6.1 hereof.

(c) Throughout the Term, the Manager shall deliver to the Lessor, within ten (10) days after the adoption of the Lessee's budget for each fiscal year, but not later than fifteen (15) days after the start of each fiscal year, a certificate from the Finance Officer of the Lessee stating whether an amount equal to the Lease Payments which will be due during the next fiscal year has been appropriated by the Lessee in such budget.

(d) In consideration and furtherance of all of the foregoing, the Lessee covenants and agrees that if the Agreement terminates at any time due to a failure to appropriate sufficient funds as described in Section 4.5(b) above, for a period of one year from and after the date of such termination, the Lessee shall not, directly or indirectly, acquire (whether by purchase, lease, rental or otherwise) title to or use of any item of tangible property (whether real or personal) that is, directly or indirectly, in replacement of or substitution for (as hereinafter defined) all or any part of the Project; provided, however, the Lessee's obligation in respect of the preceding clause, and the enforceability thereof, shall be limited to the extent required by law or, consistent with equitable treatment of the Lessor, the public good. For purposes hereof, an item of property is deemed to be in "replacement of" or "substitution for" another item of property if it is used to serve a purpose or function served by the other item of property. The obligations of the Lessee under this Section 4.5(d) shall be null and void to the extent necessary to prevent any other obligation of the Lessee under this Agreement or any other Basic Agreement from being unenforceable by reason of any state statutory or constitutional debt limitation.

(e) To the extent permitted by applicable law, in any action, suit or proceeding to which it is a party, the Lessee shall not (whether a claim or a defense) contest the validity, legality, binding effect or enforceability of any provision hereof. The Lessee shall vigorously defend any such claim made by any other person or entity in any suit or proceeding to which the Lessee is a party.

Section 4.6. Insurance. Subject to Section 4.5, the Lessee shall continuously maintain, or cause to be maintained, the following insurance on the Project: (a) public liability insurance against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the use or ownership of the Project, with a minimum liability limit of \$1,000,000, (b) workers' compensation insurance with respect to the Project, and (c) fire and other casualty insurance and extended coverage against loss or damage to the Project in the amount of the full replacement cost of the Project. The liability and casualty policies shall have deductible clauses not exceeding \$100,000, shall name the Lessor as an additional insured as its interests may appear, shall be provided by a commercial insurer satisfactory to the Lessor, and must explicitly waive any co-insurance penalty. Except as provided in Section 5.1(c), the Lessee shall pay over to the Lessor (and hereby irrevocably assigns, transfers and sets over to the

Lessor) all right, title and interest of the Lessee in and to any Net Proceeds payable as to any damage or destruction to the Project during the Term.

All such policies shall be deposited with the Lessor, provided that in lieu of such policies there may be deposited with the Lessor a certificate or certificates of the respective insurers attesting the fact that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy, the Lessee shall furnish the Lessor evidence satisfactory to the latter that the policy has been renewed or replaced or is no longer required by this Agreement. Unless a policy with such an undertaking is available only at a cost which the Lessee, with the approval of the Lessor, determines to be unreasonable, each policy shall contain an undertaking by the insurer that such policy shall not be modified adversely to the interests of the Lessor or canceled without at least 30 days' prior notice to the Lessor.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the Lessee, with the prior written consent of Lessor, may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

The Lessee acknowledges its responsibility for the payment of all deductible amounts in respect of the insurance required by the provisions of this Section and covenants to maintain at all times a sufficient amount of available funds for such purpose.

The Lessor shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

The Lessor shall cooperate fully with the Lessee at the Lessee's expense in filing any proof of loss with respect to any insurance policy maintained pursuant to this Section and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any portion thereof.

Section 4.7. Expenses; Taxes. Subject to Section 4.5, the Lessee shall pay as Additional Payments hereunder:

(a) all of the expenses of maintenance of the Project, including, but not limited to all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used on or in connection with the Project; and

(b) any and all taxes and assessments payable with respect to the Project, including, but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Project, together with any interest and penalties, other than taxes on or measured by the net income of the Lessor. There will be no abatement of Lease Payments on account of interruption of any utility services.

Section 4.8. Proof of Payment of Taxes. Other Charges. The Lessee shall furnish the Lessor, upon request, proof of payment of any taxes, utility charges, insurance premiums, or other charges or payments required to be paid by the Lessee under this Agreement.

Section 4.9. No Encumbrances. The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, or the rights of the Lessee and the Lessor therein, except as provided herein, or in the Security Agreement. Subject to Section 4.5, the Lessee at its own expense shall promptly and duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time.

Section 4.10. Performance by the Lessor of the Lessee's Responsibilities. Any performance required of the Lessee or any payments required to be made by the Lessee may, if not timely performed or paid, be performed or paid by the Lessor, and, in that event, the Lessor

shall be immediately reimbursed by the Lessee for these payments or other performance by the Lessor, with interest thereon equal to interest at the rate of 12%.

Section 4.11. Financial Statements. The Lessee shall furnish the Lessor and its representatives and agents, (i) copies of the Lessee's annual audited financial statements, as soon as practicable after the Lessee's acceptance thereof, and (ii) at such reasonable times as any such party shall request, current financial statements (including, without limitation, the Lessee's annual budget as submitted or approved), and shall permit such parties to inspect the Lessee's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the Lessee's normal business routine.

Section 4.12. Maintenance, Care and Use. Subject to Sections 4.5 and 5.1, the Lessee shall not abandon the Project during the Term. The Lessee shall use the Project in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Project, and shall take all reasonable action to preserve the Project in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear expected, including, without limitation, at its sole cost and expense, to service, repair and maintain the Project, and to replace any part of the Project as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Without the prior written consent of Lessor, which consent shall not be unreasonably withheld, the Lessee shall not make any alterations, modifications or attachments to the Project which cannot be removed without materially damaging the functional capabilities or economic value of the Project. Any and all additions to or replacements of the Project and all parts thereof shall constitute accessions to the Project and shall be subject to all the terms and conditions of this Agreement.

Section 4.13. Inspection. The Lessor shall have the right, upon reasonable prior notice to the Lessee, to inspect the Project or any part thereof.

Section 4.14. Limited Obligation of the Lessee. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE LESSEE WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE LESSEE WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF SOUTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE LESSEE TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE LESSEE FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE LESSEE TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE LESSEE TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBLIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE LESSEE IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT, AND THE TAXING POWER OF THE LESSEE IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Lessee's moneys except for those on deposit in the Project Fund, nor shall any provision of this Agreement restrict the future issuance of any of the Lessee's bonds or obligations payable from any class or source of the Lessee's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

## ARTICLE V

### DAMAGE OR DESTRUCTION

Section 5.1. Damage or Destruction. (a) The Lessee shall notify the Lessor immediately in the event (i) of any damage to or destruction from fire or other casualty of any portion of the Project or (ii) that title to or use of all or any portion of the Project shall be lost by reason of a defect in title thereto or (iii) that a material defect in the Project becomes apparent, if the Lessee

determines in good faith that such damage, destruction or loss will cost more than \$25,000 to repair, replace and restore.

(b) If any portion of the Project is damaged or destroyed or title is defective as provided herein, to an extent that the Lessee determines in good faith that the cost of repairing, replacing and restoring such damage, destruction or title defect will exceed \$50,000, then the Lessee shall deposit the Net Proceeds with the Lessor for credit against the Advance and shall, within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Lessor, and the Lessor shall disburse such Net Proceeds in accordance with the option so elected:

(1) Option A — Repair and Restoration. The Lessee may elect to repair, reconstruct and restore that portion of the Project so lost, damaged or destroyed. If the Lessee elects this Option A, then the Lessee shall proceed forthwith to repair, reconstruct and restore the applicable portion of the Project to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the Lessee may determine to be necessary or desirable and as will not impair the capacity or character of the applicable portion of the Project for the purposes for which it had been used prior to such damage or destruction or is intended to be used. So long as no Event of Default has occurred and is continuing under this Agreement, the Lessor, upon receipt of a request made by the Lessee, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. Any such request may provide for Net Proceeds to be paid directly to third-party vendors or to be paid to the Lessee for reimbursement of costs incurred in such repair, replacement or restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the Lessee shall, subject to Section 4.5, pay so much of the cost thereof as may be in excess of such Net Proceeds. The Lessee shall not by reason of the payment of such excess cost be entitled to any (A) reimbursement from the Lessor, or (B) abatement or diminution of the Lease Payments.

(2) Option B — Prepayment of Lease Payments. The Lessee may elect to have the Net Proceeds of insurance payable as a result of such loss, damage or destruction, together with other monies provided by the Lessee, applied to the prepayment of Lease Payments without penalty or premium. Notwithstanding anything to the contrary, in the event that the Lessee elects to make partial prepayment under this Option B, the Lessee shall first provide to the Lessor a certificate signed by the Manager to the effect that (i) the Project has been restored to its condition prior to the damage, or (ii) such damage will not impair the Lessee's use of the Project for its intended purposes.

(c) If the Lessee determines in good faith that such cost will not exceed \$50,000, the Lessee shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore the Project so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, replacement and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the Lessee shall, subject to Section 4.5, pay so much thereof as is in excess of such Net Proceeds.

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. (a) Subject to the provisions of subsection (b), the following shall be "Events of Default" under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(1) failure of the Lessee to pay when due any Lease Payment required to be paid under Section 4.3; or

(2) failure of the Lessee to pay when due any payment due under this Agreement, other than payments required under Section 4.3, or to observe and perform any



covenant, condition or agreement on its part to be observed or performed hereunder or under the Security Agreement, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30 day period, failure of the Lessee to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence; or

(3) the Lessee becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the Lessee) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; or files an answer to a creditor's petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the Lessee; or

(4) the Lessee adopts a budget for any fiscal year during the term of this Agreement which does not include moneys sufficient to pay all Lease Payments and the reasonably estimated Additional Payments coming due hereunder for that fiscal year.

(5) the lessee fails to satisfy any of Lessee's indebtedness or other credit obligations when required under the instruments evidencing such obligations;

(6) any warranty, representation, or statement made by the Lessee in this Agreement or in the Security Agreement or in any other document executed or delivered in connection therewith is found to be incorrect or misleading in any material respect on the date made; or

(7) any attachment, levy or execution is levied on or against the Project or any part thereof.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the Lessee is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder other than in Sections 2.3, 4.3, 4.6, 4.8, 4.9, 4.10, 4.11 and 4.12, the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the State of South Carolina or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee. The Lessee shall remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the Lessee not in its best interests.

Section 6.2. Remedies. To the extent permitted by law, whenever any Event of Default shall have happened and is continuing, the Lessor may take any one or more of the following remedial steps, without further demand or notice: (a) declare the whole unpaid principal balance of Lease Payments due and thereafter to become at once due and payable; (b) exercise its rights as a secured party under the Uniform Commercial Code of the State, and as a secured party under the Security Agreement, including taking possession of any part or all of the Project pursuant to

the Security Agreement, with or without terminating this Agreement, excluding the Lessee from possession, and selling or leasing the Project for the account of the Lessee; (c) proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover for the breach thereof; or (d) terminate the Project Fund and apply the balance of the Project Fund to the payment of all amounts due and owing to Lessor under this Agreement. In any of such cases, all rights and interests created or then existing in favor of the Lessee as against the Lessor hereunder shall cease and terminate, and all rights acquired by the Lessee hereunder shall revert to and revest in the Lessor without any act of re-entry, or any other act of the Lessor having to be performed and without the Lessee having any right of return, reclamation or compensation for moneys paid under this Agreement as absolutely, fully and perfectly as if this Agreement and such payments had never been made; and in case of such default all payments theretofore made on this Agreement are to be retained by and belong to the Lessor as the agreed and reasonable repayment of the financing for the Project up to the time of such default. Any amounts received by the Lessor pursuant to the foregoing provisions shall be applied first to the payment of costs incurred by the Lessor or Trustee in taking any remedial steps pursuant to this Section, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due, any excess shall be paid to the Lessee.

Section 6.3. Further Remedies. (a) In addition to the rights of Lessor as set forth in Section 2.3(a) hereof, if the Lessee breaches its representations and obligations under Section 2.3 hereof, and as a result thereof, payments received by the Lessor are subject to federal income taxes or the Lessor loses the benefits of Section 265(b)(3) of the Code, the remaining Lease Payments, at Lessor's option, shall be recomputed to provide for a new interest rate equal to the prime rate of interest of NationsBank, N.A. or any successor thereto, plus 200 basis points; provided, however, the parties hereby agree that the new interest rate shall not exceed the rate of 12%. In addition, the Lessee shall pay any taxes, interest, penalties or other charges assessed against or payable by the Lessor and attributable to a breach of the Lessee's representations and obligations under Section 2.3 hereof.

Section 6.4. No Deficiency Judgment. Notwithstanding any other provisions herein, it is the intent of the parties hereto to comply with the laws of the State of South Carolina. No deficiency judgment requiring the payment of money may be entered against the Lessee in favor of the Lessor or any other person in violation of the Code of Laws of the State of South Carolina including, without limitation, any deficiency judgment for amounts that may be owed hereunder when the sale of all or any portion of the Project is insufficient to produce enough moneys to pay in full all remaining obligations hereunder.

Section 6.5. No Remedy Exclusive. No remedy conferred by this Agreement upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.6. No Additional Waiver Implied by One Waiver. Failure by the Lessor at any time to require performance by the Lessee of any provision hereof shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or a waiver of the provision itself.

Section 6.7. Attorneys' Fees and Other Expenses. To the extent permitted by law, the Lessee shall on demand pay to the Lessor the reasonable fees of attorneys and other reasonable expenses incurred by the Lessor in the collection of appropriated, but unpaid, Lease Payments, or the enforcement of any other obligation of the Lessee, or its agents, upon an Event of Default, including any Additional Payments made by the Lessor.



## ARTICLE VII

### ASSIGNMENT

Section 7.1. Assignment by the Lessor. (a) The Lessor may, at any time and from time to time, assign all or any part of its interest in the Project or the Basic Agreements, including, without limitation, the Lessor's rights to receive Lease Payments payable to the Lessor hereunder. Any assignment made by the Lessor or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Lessor pursuant to this Agreement.

The Lessee agrees that this Agreement may become part of a pool of obligations at the Lessor's or its assignee's option. The Lessor or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or reassignment of the Lessor's interest in the Basic Agreements shall be effective unless and until the Lessee shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Lessee further agrees that the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Lessee receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

(b) The Lessee agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Lessee, and the Lessee shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Lessee shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed necessary to make the assignment effective.

Section 7.2. Assignment by the Lessee. The Lessee shall not sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against its interests in the Project or in the Basic Agreements, without securing the prior written consent of the Lessor. It also shall not remove any portion of the Project from its place of installation without securing the Lessor's prior written permission. The Lessor shall not unreasonably withhold such permission in either case.

Section 7.3. Project Fund Assignment by Lessor. The Lessor may fully assign all or any part of its interest or obligations in the Project Fund in connection with any assignment by the Lessor of the Basic Agreements.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1. Notices. Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

(a) if to the Lessee:

City of Orangeburg  
P.O. Drawer 387  
979 Middleton Street  
Orangeburg, South Carolina 29116-0387

(b) if to the Lessor:

NationsBank, N.A.  
761 John C. Calhoun Drive  
Orangeburg, South Carolina 29115

The Lessor and the Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 8.2. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 8.3. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 8.4. Applicable Law. This Agreement shall be governed by the laws of the State of South Carolina.

Section 8.5. Indemnification. To the extent permitted by South Carolina law, the Lessee shall hold the Lessor and its officers, employees, directors, members and agents, harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including attorneys' fees, that (a) arise in tort, in contract, under 42 U.S. Code § 1983 or under the South Carolina public bidding laws, (b) arise out of, are connected with, or result directly or indirectly from the Project or any portion thereof, including without limitation the manufacture, selection, acquisition, delivery, possession, construction, improvement, environmental or other condition, lease, use, operation, or return of the Project or any portion thereof. The indemnification responsibilities created by this Section shall continue in effect notwithstanding the termination of other portions of this Agreement, shall survive and be enforceable after the termination of this Agreement, and shall be terminated only by written agreement of the Lessor and the Lessee.

Section 8.6. The Lessee's Financial Records. At the Lessor's written request, the Lessee shall provide the Lessor with a true copy of its adopted budget or ordinances and its annual financial reports for any of its fiscal years during the Term of this Agreement.

Section 8.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, together shall constitute but one and the same Agreement.

Section 8.8. Entire Agreement. The Basic Agreements express the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

Section 8.9. ARBITRATION. ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT OR ANY RELATED INSTRUMENTS, AGREEMENTS OR DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF J.A.M.S./ENDISPUTE OR ANY SUCCESSOR THEREOF ("J.A.M.S."), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CONTROVERSY OR CLAIM TO

WHICH THIS AGREEMENT APPLIES IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION.

A. SPECIAL RULES. THE ARBITRATION SHALL BE CONDUCTED IN THE COUNTY OF ANY APPLICANT'S DOMICILE AT THE TIME OF THE EXECUTION OF THIS INSTRUMENT, AGREEMENT OR DOCUMENT OR IF THERE IS REAL OR PERSONAL PROPERTY COLLATERAL, IN THE COUNTY WHERE SUCH REAL OR PERSONAL PROPERTY IS LOCATED, AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS.

B. RESERVATION OF RIGHTS. NOTHING IN THIS ARBITRATION PROVISION SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS INSTRUMENT, AGREEMENT OR DOCUMENT; OR (II) BE A WAIVER BY BANK OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. SEC. 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF BANK HERETO (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. BANK MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSE UPON SUCH PROPERTY, OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT. NEITHER THIS EXERCISE OF SELF HELP REMEDIES NOR THE INSTITUTION OR MAINTENANCE OF AN ACTION FOR FORECLOSURE OR PROVISIONAL OR ANCILLARY REMEDIES SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CONTROVERSY OR CLAIM OCCASIONING RESORT TO SUCH REMEDIES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as a document under seal as of the date first above written.

Lessor:

NATIONSBANK, N.A.

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

Name: Gary W. Walsh

Title: Vice President

Lessee:

CITY OF ORANGEBURG, SOUTH  
CAROLINA

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

Name: John A. Yow

Title: City Administrator

Exhibit A

Description of Project

1. (3) Vehicles	\$60,000.00
2. 3/4 ton Service Truck	\$20,000.00
3. Commercial Garbage Truck	\$150,000.00
4. Residential Garbage Truck	\$125,000.00
5. (3) 1/2-ton Pick-up Trucks	\$41,853.00
6. Shuttle Truck	\$40,000.00
7. Utility Vehicle	\$22,000.00
8. Light-duty Dump Truck	\$25,500.00
9. Street Sweeper	\$150,000.00
Total	<hr/> \$634,353.00

Form of Requisition

Requisition and Certificate

Requisition No. \_\_\_\_\_, \_\_\_\_\_

NationsBank, N.A.  
Orangeburg, South Carolina

On behalf of the \_\_\_\_\_ (the "Lessee"), the undersigned hereby requisitions pursuant to Section 3.3 of that certain Lease Purchase Agreement dated as of \_\_\_\_\_, \_\_\_\_ (the "Lease Purchase Agreement"), between you and the Lessee, the sum of \$ \_\_\_\_\_ to be paid as follows:

I hereby certify that (a) such obligation has been incurred to Implement the Project, as such terms are defined in the Lease Purchase Agreement; (b) such obligation has not been the basis for a prior requisition which has been paid, (c) the Lessee is not in default under the Lease Purchase Agreement and, (d) such portion of the Project is insured in the manner required by the Lease Purchase Agreement.

Attached hereto pursuant to such Section 3.3 is an invoice or completed purchase order for such items or costs.

\_\_\_\_\_  
Authorized Representative of the  
City of Orangeburg, South Carolina

Schedule of Lease Payments  
**TO BE PROVIDED BY LESSOR**

NationsBank, N.A.

THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND, IF THE FEDERAL ARBITRATION ACT IS INAPPLICABLE, THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAW OF SOUTH CAROLINA 1976 AS AMENDED

December \_\_, 1998

## Security Agreement

<b>Bank/Secured Party:</b>  NationsBank, N.A.  Mr. Gary W. Walsh Vice President NationsBank, N.A. 761 John C. Calhoun Drive Orangeburg, SC 29115   Orangeburg County  (Street address including county)	<b>Debtor(s)/Pledgor(s):</b>  City of Orangeburg, South Carolina P.O. Drawer 387 979 Middleton Street Orangeburg, South Carolina 29116-0387  Orangeburg County (Name and street address, including county)
Debtor/Pledgor is: <input checked="" type="checkbox"/> Municipal Corporation Address is Debtor's/Pledgor's: <input checked="" type="checkbox"/> Principal place of Business Collateral (hereinafter defined) is located at: <input checked="" type="checkbox"/> Debtor's/Pledgor's address shown above <input type="checkbox"/> the following address:   	

[This Security Agreement ("Agreement") contains some provisions preceded by boxes. If a box is marked, the provision applies to this transaction. If it is not marked, the provision does not apply to this transaction.]

1. **Security Interest.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor/Pledgor (hereinafter referred to as "Debtor") assigns and grants to Bank (also known as "Secured Party"), a security interest and lien in the Collateral (hereinafter defined) to secure the payment and the performance of the Obligation (hereinafter defined).

2. **Collateral.** A security interest is granted in the following collateral described in this Item 2 (the "Collateral"):

A. **Types of Collateral** (check as applicable)

☒ **Equipment:**

☒ Any and all of Debtor's goods held as equipment which are specifically described in the space below, including, without limitation, all machinery, tools, dies, furnishings, or fixtures, wherever located, whether now owned or hereafter acquired, together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any part thereof or used in connection therewith including the following (attach schedule if necessary): See Exhibit A attached hereto and incorporated herein by reference.

B. **Substitutions, Proceeds and Related Items.** Any and all substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment now or hereafter added to or used in connection with, and all cash or non-cash proceeds and products of, the Collateral (including, without limitation, all income, benefits and property receivable, received or distributed which results from any of the Collateral, such as insurance distributions of any kind related to the Collateral, including, without limitation, returned premiums, interest, premium and principal payments); any and all choses in action and causes of action of Debtor, whether now existing or hereafter arising, relating directly or indirectly to the Collateral (whether arising in contract, tort or otherwise and whether or not currently in litigation); all certificates of title, manufacturer's statements of origin, other documents, accounts and chattel paper, whether now existing or hereafter arising directly or indirectly from or related to the Collateral; all warranties, wrapping, packaging, advertising and shipping materials used or to be used in connection with or related to the Collateral; all of Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the Collateral and all rights of Debtor to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties, whether now existing or hereafter arising; and all returned, refused, stopped in transit, or repossessed Collateral, any of which, if received by Debtor, upon request shall be delivered immediately to Bank.

NationsBank, N.A.

Security Agreement

3. **Description of Obligation(s).** The following obligations ("Obligation" or "Obligations") are secured by this Agreement: (a) All debts, obligations, liabilities and agreements of Debtor to Bank under that certain Lease Purchase Agreement dated as of even date between the Debtor and the Bank (the "Lease Purchase Agreement"); (b) All costs incurred by Bank to obtain, preserve, perfect and enforce this Agreement and maintain, preserve, collect and realize upon the Collateral; and (c) All other costs and attorney's fees incurred by Bank, for which Debtor is obligated to reimburse Bank in accordance with the terms of the Lease Purchase Documents (hereinafter defined), together with interest at the maximum rate allowed by law, or if none, 20% per annum.

4. **Debtor's Warranties.** Debtor hereby represents and warrants to Bank as follows:

A. **Financing Statements.** No financing statement covering the Collateral is or will be on file in any public office, except the financing statements relating to this security interest, and no security interest, other than the one herein created, has attached or been perfected in the Collateral or any part thereof.

B. **Ownership.** Debtor owns, or will use the proceeds under the Lease Purchase Agreement by Bank to become the owner of, the Collateral free from any setoff, claim, restriction, lien, security interest or encumbrance, except liens for taxes not yet due, the rights of Bank under the Lease Purchase Agreement and the security interest hereunder.

C. **Fixtures and Accessions.** None of the Collateral is affixed to real estate or is an accession to any goods, or will become a fixture or accession, except as expressly set out herein.

D. **Environmental Compliance.** The conduct of Debtor's business operations and the condition of Debtor's property does not and will not violate any federal laws, rules or ordinances for environmental protection, regulations of the Environmental Protection Agency and any applicable local or state law, rule, regulation or rule of common law and any judicial interpretation thereof relating primarily to the environment or any materials defined as hazardous materials or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos ("Hazardous Materials").

E. **Power and Authority.** Debtor has full power and authority to make this Agreement, and all necessary consents and approvals of any persons, entities, governmental or regulatory authorities and securities exchanges have been obtained to effectuate the validity of this Agreement.

5. **Debtor's Covenants.** Until full payment and performance of all of the Obligation and termination or expiration of any obligation or commitment of Bank to make advances or loans to Debtor, unless Bank otherwise consents in writing:

A. **Obligation and This Agreement.** Debtor shall perform all of its agreements herein and in any other agreements between it and Bank.

B. **Ownership and Maintenance of the Collateral.** Debtor shall keep all tangible Collateral in good condition. Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein adverse to Bank. Debtor shall keep the Collateral free from all liens and security interests except those for taxes not yet due the rights of Bank under the Lease Purchase Agreement and the security interest hereby created.

C. **Bank's Costs.** Debtor shall pay all costs necessary to obtain, preserve, perfect, defend and enforce the security interest created by this Agreement, collect the Obligation, and preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, legal expenses, reasonable attorney's fees and other fees or expenses for which Debtor is obligated to reimburse Bank in accordance with the terms of the Lease Purchase Agreement. Whether the Collateral is or is not in Bank's possession, and without any obligation to do so and without waiving Debtor's default for failure to make any such payment, Bank at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Obligation and bear interest at the rate set out in the Obligation. Debtor agrees to reimburse Bank on demand for any costs so incurred.

D. **Information and Inspection.** Debtor shall (i) promptly furnish Bank any information with respect to the Collateral requested by Bank; (ii) allow Bank or its representatives to inspect the Collateral, at any time and wherever located, and to inspect and copy, or furnish Bank or its representatives with copies of, all records relating to the Collateral and the Obligation; (iii) promptly furnish Bank or its representatives such information as Bank may request to identify the Collateral, at the time and in the form requested by Bank; and (iv) deliver upon request to Bank shipping and delivery receipts evidencing the shipment of goods and invoices evidencing the receipt of, and the payment for, the Collateral.

E. **Additional Documents.** Debtor shall sign and deliver any papers deemed necessary or desirable in the judgment of Bank to obtain, maintain, and perfect the security interest hereunder and to enable Bank to comply with any federal or state law in order to obtain or perfect Bank's interest in the Collateral or to obtain proceeds of the Collateral.

F. **Parties Liable on the Collateral.** Debtor shall preserve the liability of all obligors on any Collateral, shall preserve the priority of all security therefor, and shall deliver to Bank the original certificates of title on all motor vehicles or other titled vehicles constituting the Collateral. Bank shall have no duty to preserve such liability or security, but may do so at the expense of Debtor, without waiving Debtor's default.

G. **Disposition of the Collateral.** If disposition of any Collateral gives rise to an account, chattel paper or instrument, Debtor immediately shall notify Bank, and upon request of Bank shall assign or indorse the same to Bank. No Collateral may be sold, leased, manufactured, processed or otherwise disposed of by Debtor in any manner without the prior written consent of Bank, except the Collateral sold, leased, manufactured, processed or consumed in the ordinary course of business.



**H. Notice/Location of the Collateral.** Debtor shall give Bank written notice of each location at which the Collateral is or will be kept, and of any change of any such location. If no such notice is given, all Collateral of Debtor are and shall be kept at the address marked by Debtor above.

**I. Change of Name/Status and Notice of Changes.** Without the written consent of Bank, Debtor shall not change its name, use any trade name or engage in any business not reasonably related to its business as presently conducted. Debtor shall notify Bank immediately of (i) any material change in the Collateral, (ii) a change in Debtor's address or location, (iii) a change in any matter warranted or represented by Debtor in this Agreement, or in the Lease Purchase Agreement or furnished to Bank pursuant to this Agreement, and (iv) the occurrence of an Event of Default (hereinafter defined).

**J. Use and Removal of the Collateral.** Debtor shall not use the Collateral illegally. Debtor shall not, unless previously indicated as a fixture, permit the Collateral to be affixed to real or personal property without the prior written consent of Bank. Debtor shall not permit any of the Collateral to be removed from the locations specified herein without the prior written consent of Bank, except for the sale of inventory in the ordinary course of business.

**K. Possession of the Collateral.** Debtor shall deliver all investment securities and other instruments, documents and chattel paper which are part of the Collateral and in Debtor's possession to Bank immediately, or if hereafter acquired, immediately following acquisition, appropriately indorsed to Bank's order, or with appropriate, duly executed powers. Debtor waives presentment, notice of acceleration, demand, notice of dishonor, protest, and all other notices with respect thereto.

**L. Power of Attorney.** Debtor appoints Bank and any officer thereof as Debtor's attorney-in-fact with full power in Debtor's name and behalf to do every act which Debtor is obligated to do or may be required to do hereunder; however, nothing in this paragraph shall be construed to obligate Bank to take any action hereunder nor shall Bank be liable to Debtor for failure to take any action hereunder. This appointment shall be deemed a power coupled with an interest and shall not be terminable as long as the Obligation is outstanding and shall not terminate on the disability or incompetence of Debtor.

**M. Waivers by Debtor.** Debtor waives notice of the creation, advance, increase, existence, extension or renewal of, and of any indulgence with respect to, the Obligation; waives presentment, demand, notice of dishonor, and protest; waives notice of the amount of the Obligation outstanding at any time, notice of any change in financial condition of any person liable for the Obligation or any part thereof, notice of any Event of Default, and all other notices respecting the Obligation; and agrees that maturity of the Obligation and any part thereof may be accelerated, extended or renewed one or more times by Bank in its discretion, without notice to Debtor. Debtor waives any right to require that any action be brought against any other person or to require that resort be had to any other security or to any balance of any deposit account. Debtor further waives any right of subrogation or to enforce any right of action against any other Debtor until the Obligation is paid in full.

**N. Other Parties and Other Collateral.** No renewal or extension of or any other indulgence with respect to the Obligation or any part thereof, no release of any security, no release of any person (including any maker, indorser, guarantor or surety) liable on the Obligation, no delay in enforcement of payment, and no delay or omission or lack of diligence or care in exercising any right or power with respect to the Obligation or any security therefor or guaranty thereof or under this Agreement shall in any manner impair or affect the rights of Bank under the law, hereunder, or under any other agreement pertaining to the Collateral. Bank need not file suit or assert a claim for personal judgment against any person for any part of the Obligation or seek to realize upon any other security for the Obligation, before foreclosing or otherwise realizing upon the Collateral. Debtor waives any right to the benefit of or to require or control application of any other security or proceeds thereof, and agrees that Bank shall have no duty or obligation to Debtor to apply to the Obligation any such other security or proceeds thereof.

**O. Environmental Covenants.** Debtor shall immediately advise Bank in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state, or local laws, ordinances or regulations relating to any Hazardous Materials affecting Debtor's business operations; and (ii) all claims made or threatened by any third party against Debtor relating to damages, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials. Debtor shall immediately notify Bank of any remedial action taken by Debtor with respect to Debtor's business operations. Debtor will not use or permit any other party to use any Hazardous Materials at any of Debtor's places of business or at any other property owned by Debtor except such materials as are incidental to Debtor's normal course of business, maintenance and repairs and which are handled in compliance with all applicable environmental laws. Debtor agrees to permit Bank, its agents, contractors and employees to enter and inspect any of Debtor's places of business or any other property of Debtor at any reasonable times upon three (3) days prior notice for the purposes of conducting an environmental investigation and audit (including taking physical samples) to insure that Debtor is complying with this covenant and Debtor shall reimburse Bank on demand for the costs of any such environmental investigation and audit. Debtor shall provide Bank, its agents, contractors, employees and representatives with access to and copies of any and all data and documents relating to or dealing with any Hazardous Materials used, generated, manufactured, stored or disposed of by Debtor's business operations within five (5) days of the request therefor.

#### **P. Rights and Powers of Bank.**

**A. General.** Bank, after an Event of Default, without liability to Debtor may: obtain from any person information regarding Debtor or Debtor's business, which information any such person also may furnish without liability to Debtor; require Debtor to give possession or control of any Collateral to Bank; indorse as Debtor's agent any instruments, documents or chattel paper in the Collateral or representing proceeds of the Collateral; take control of proceeds; release the Collateral in its possession to any Debtor, temporarily or otherwise; require additional Collateral; reject as unsatisfactory any property hereafter offered by Debtor as Collateral; set standards from time to time to govern what may be used as after acquired Collateral; designate, from time to time, a certain percent of the Collateral as the loan value and require Debtor to maintain the Obligation at or below such figure; take control of funds generated by the Collateral, such as interest and proceeds or refunds from insurance, and use same to reduce any part of the Obligation and exercise

all other rights which an owner of such Collateral may exercise, at any time transfer any of the Collateral or evidence thereof into its own name or that of its nominee; and demand, collect, convert, redeem, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral, in its own name or in the name of Debtor, as Bank may determine. Bank shall not be liable for any act or omission on the part of Bank, its officers, agents or employees, except for its or their own willful misconduct or gross negligence. The foregoing rights and powers of Bank will be in addition to, and not a limitation upon, any rights and powers of Bank given by law, elsewhere in this Agreement, or otherwise. If Debtor fails to maintain any required insurance, to the extent permitted by applicable law Bank may (but is not obligated to) purchase single interest insurance coverage for the Collateral which insurance may at Bank's option (i) protect only Bank and not provide any remuneration or protection for Debtor directly and (ii) provide coverage only after the Obligation has been declared due as herein provided. The premiums for any such insurance purchased by Bank shall be a part of the Obligation and shall bear interest as provided in 3(c) hereof.

## **7. Default.**

**A. Event of Default.** An event of default ("Event of Default") shall occur if: (i) there is a loss, theft, damage or destruction of any material portion of the Collateral for which there is no insurance coverage or for which, in the opinion of Bank, there is insufficient insurance coverage; (ii) Debtor or any other obligor on all or part of the Obligation shall fail to timely and properly pay or observe, keep or perform any term, covenant, agreement or condition in this Agreement, the Lease Purchase Agreement or in any other agreement between Debtor and Bank or between Bank and any other obligor on the Obligation, including, but not limited to, any other note or instrument, loan agreement, security agreement, deed of trust, mortgage, promissory note, guaranty, certificate, assignment, instrument, document or other agreement concerning or related to the Obligation (collectively, the "Lease Purchase Documents"); (iii) the occurrence of an "event of default" as such term is defined in the Lease Purchase Agreement; or (iv) Debtor or such other obligor shall fail to timely and properly pay or observe, keep or perform any term, covenant, agreement or condition in any lease agreement between such party and any lessor pertaining to premises at which any Collateral is located or stored; or (v) Debtor or such other obligor abandons any leased premises at which any Collateral is located or stored and the Collateral is either moved without the prior written consent of Bank or the Collateral remains at the abandoned premises.

**B. Rights and Remedies.** If any Event of Default shall occur, then, in each and every such case, Bank may, without presentment, demand, or protest; notice of default, dishonor, demand, non-payment, or protest; notice of intent to accelerate all or any part of the Obligation; notice of acceleration of all or any part of the Obligation; or notice of any other kind, all of which Debtor hereby expressly waives, (except for any notice required under this Agreement, any other Lease Purchase Document or applicable law); at any time thereafter exercise and/or enforce any of the following rights and remedies at Bank's option:

**i. Acceleration.** The Obligation shall, at Bank's option, become immediately due and payable, and the obligation, if any, of Bank to permit further borrowings under the Obligation shall at Bank's option immediately cease and terminate.

**ii. Possession and Collection of the Collateral.** At its option: (a) take possession or control of, store, lease, operate, manage, sell, or instruct any agent or broker to sell or otherwise dispose of, all or any part of the Collateral; (b) notify all parties under any account or contract right forming all or any part of the Collateral to make any payments otherwise due to Debtor directly to Bank; (c) in Bank's own name, or in the name of Debtor, demand, collect, receive, sue for, and give receipts and releases for, any and all amounts due under such accounts and contract rights; (d) indorse as the agent of Debtor any check, note, chattel paper, documents, or instruments forming all or any part of the Collateral; (e) make formal application for transfer to Bank (or to any assignee of Bank or to any purchaser of any of the Collateral) of all of Debtor's permits, licenses, approvals, agreements, and the like relating to the Collateral or to Debtor's business; (f) take any other action which Bank deems necessary or desirable to protect and realize upon its security interest in the Collateral; and (g) in addition to the foregoing, and not in substitution therefor, exercise any one or more of the rights and remedies exercisable by Bank under any other provision of this Agreement, the Lease Purchase Agreement or as provided by applicable law (including, without limitation, the Uniform Commercial Code as in effect in South Carolina (hereinafter referred to as the "UCC")). In taking possession of the Collateral Bank may enter Debtor's premises and otherwise proceed without legal process, if this can be done without breach of the peace. Debtor shall, upon Bank's demand, promptly make the Collateral or other security available to Bank at a place designated by Bank, which place shall be reasonably convenient to both parties.

Bank shall not be liable for, nor be prejudiced by, any loss, depreciation or other damages to the Collateral, unless caused by Bank's willful and malicious act. Bank shall have no duty to take any action to preserve or collect the Collateral.

**iii. Receiver.** Obtain the appointment of a receiver for all or any of the Collateral, Debtor hereby consenting to the appointment of such a receiver and agreeing not to oppose any such appointment.

Bank shall be entitled to immediate possession of all books and records evidencing any Collateral or pertaining to chattel paper covered by this Agreement and it or its representatives shall have the authority to enter upon any premises upon which any of the same, or any Collateral, may be situated and remove the same therefrom without liability. Bank may surrender any insurance policies in the Collateral and receive the unearned premium thereon. Debtor shall be entitled to any surplus and shall be liable to Bank for any deficiency. The proceeds of any disposition after default available to satisfy the Obligation shall be applied to the Obligation in such order and in such manner as Bank in its discretion shall decide.

Debtor specifically understands and agrees that any sale by Bank of all or part of the Collateral pursuant to the terms of this Agreement may be effected by Bank at times and in manners which could result in the proceeds of such sale as being significantly and materially less than might have been received if such sale had occurred at different times or in different manners, and Debtor hereby releases Bank and its officers and representatives from and against any and all obligations and liabilities arising out of or related to the timing or manner of any such sale.

If, in the opinion of Bank, there is any question that a public sale or distribution of any Collateral will violate any state or federal securities law, Bank may offer and sell such Collateral in a transaction exempt from registration under federal securities law, and any such sale made in good faith by Bank shall be deemed "commercially reasonable".

**No Deficiency.** Notwithstanding any other provisions herein, it is the intent of the parties hereto to comply with the Code of Laws of the State of South Carolina. No deficiency judgment requiring the payment of money may be entered against the Debtor in favor of the Bank or any other person in violation of the Code of Laws or the State of South Carolina including, without limitation, any deficiency judgment for amounts that may be owed hereunder when the sale of all or any portion of the Project is insufficient to produce enough moneys to pay in full all remaining obligations hereunder.

## **8. General.**

**A. Parties Bound.** Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by Bank of any of the Obligation or the Collateral, Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Bank shall retain all rights and powers hereby given with respect to any of the Obligation or the Collateral not so assigned or transferred. All representations, warranties and agreements of Debtor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of Debtor.

**B. Waiver.** No delay of Bank in exercising any power or right shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. Further exercise of such right or power or of any further default. Each right, power and remedy of Bank as provided for herein, the Lease Purchase Agreement or in any of the documents executed in connection with the Obligations, or which shall now or hereafter exist at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by Bank of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Bank of any or all other such rights, powers or remedies.

**C. Agreement Continuing.** This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Bank and Debtor shall be closed at any time, shall be equally applicable to any new transactions thereafter. Provisions of this Agreement, unless by their terms exclusive, shall be in addition to other agreements between the parties. Time is of the essence of this Agreement.

**D. Definitions.** Unless the context indicates otherwise, definitions in the UCC apply to words and phrases in this Agreement; if UCC definitions conflict, Article 9 definitions apply.

**E. Notices.** Notice shall be deemed reasonable if mailed postage prepaid at least five (5) days before the related action (or if the UCC elsewhere specifies a longer period, such longer period) to the address of Debtor given above, or to such other address as any party may designate by written notice to the other party. Each notice, request and demand shall be deemed given or made, if sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid, or if sent by any other means, upon delivery.

**F. Modifications.** No provision hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provisions so modified or limited and signed by Debtor and Bank. The provisions of this Agreement shall not be modified or limited by course of conduct or usage of trade.

**G. Applicable Law and Partial Invalidity.** This Agreement has been delivered in the State of South Carolina and shall be construed in accordance with the laws of that State. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. The invalidity or unenforceability of any provision of any Loan Document to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

**H. Financing Statement.** To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement.

**I. ARBITRATION.** ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT OR ANY RELATED INSTRUMENTS, AGREEMENTS OR DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF J.A.M.S./ENDISPUTE OR ANY SUCCESSOR THEREOF ("J.A.M.S."), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CONTROVERSY OR CLAIM TO WHICH THIS AGREEMENT APPLIES IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION.

**i. SPECIAL RULES.** THE ARBITRATION SHALL BE CONDUCTED IN THE COUNTY OF ANY BORROWER'S DOMICILE AT THE TIME OF THE EXECUTION OF THIS INSTRUMENT, AGREEMENT OR DOCUMENT AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY

PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS.

ii. RESERVATION OF RIGHTS. NOTHING IN THIS ARBITRATION PROVISION SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS INSTRUMENT, AGREEMENT OR DOCUMENT; OR (II) BE A WAIVER BY BANK OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. SEC. 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF BANK HERETO (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. BANK MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSE UPON SUCH PROPERTY, OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT. NEITHER THIS EXERCISE OF SELF HELP REMEDIES NOR THE INSTITUTION OR MAINTENANCE OF AN ACTION FOR FORECLOSURE OR PROVISIONAL OR ANCILLARY REMEDIES SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CONTROVERSY OR CLAIM OCCASIONING RESORT TO SUCH REMEDIES.

J. Controlling Document. To the extent that this Security Agreement conflicts with or is in any way incompatible with any other document concerning the Obligation, the Lease Purchase Agreement shall control over any other document, and if the Lease Purchase Agreement does not address an issue, then each other document shall control to the extent that it deals most specifically with an issue.

K. Execution Under Seal. This Agreement is being executed under seal by Debtor(s).

L. NOTICE OF FINAL AGREEMENT. THIS WRITTEN SECURITY AGREEMENT AND THE OTHER LEASE PURCHASE DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed under seal by their duly authorized representatives as of the date first above written.

Bank/Secured Party:

Debtor(s)/Pledgor(s):

NATIONSBANK, N.A.

CITY OF ORANGEBURG, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: Gary W. Walsh  
Title: Vice President

By: \_\_\_\_\_  
Name: John H. Yow  
Title: City Administrator

EXHIBIT A

Description of Project

1.	(3) Vehicles	\$60,000.00
2.	3/4 ton Service Truck	\$20,000.00
3.	Commercial Garbage Truck	\$150,000.00
4.	Residential Garbage Truck	\$125,000.00
5.	(3) 1/2-ton Pick-up Trucks	\$41,853.00
6.	Shuttle Truck	\$40,000.00
7.	Utility Vehicle	\$22,000.00
8.	Light-duty Dump Truck	\$25,500.00
9.	Street Sweeper	\$150,000.00
Total		<hr/> \$634,353.00