

**City Council Minutes
January 6, 2026**

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

PRESENT:

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

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve December 16, 2025, City Council Minutes. The motion was unanimously approved.

Mayor Butler recognized Perseverance as the January Community of Character trait.

Pastor Tim Brown did not address Council concerning Animal Control concern.

Mayor Butler and Council presented a Retiree Resolution for Jim G. Riley for thirty-one years, three months, and nineteen days with a retirement date of December 19, 2025, from the Department of Public Utilities.

Mayor Butler and Council presented a Retiree Resolution for James N. Hill, Jr. for twenty-eight years, two months, and nineteen days with a retirement date of December 19, 2025, from the Department of Public Utilities.

Mayor Butler and Council presented a Retiree Resolution for Benjamin F. Jones for thirty-six years, three months, and sixteen days with a retirement date of December 26, 2025, from the Department of Public Utilities.

Assistant City Administrator Williams addressed Council concerning third reading of an ordinance for consideration of a Zoning District Map change from A-1 Residential, Single-Unit District to O-I, Office Institutional Residential District for property belonging to the City of Orangeburg located at 1895 Columbia Road TMS# 0174-17-08-005.000. She stated, "This is the third reading of property owned by the City of Orangeburg on the Columbia Road that is currently listed for sale. There are commercial properties surrounding it and we wanted to have the house rezoned to make it more attractive to a potential buyer."

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

Assistant City Administrator Williams addressed Council concerning third reading of an ordinance for consideration of a Zoning District Map change from A-2 Residential, Multi-Unit District to A-3, Residential, General District for property belonging to Paragon Development of SC, LLC located at 237 Maxcy Street TMS# 0173-15-14-034.000. She stated, "This is the third reading of an ordinance of a Zoning District Map Change from A-2 Residential, Multi-Unit District to A-3, Residential, General District for property belonging to Paragon Development of SC, LLC located at 237 Maxy Street. Paragon initially requested the zoning change to B-1 General Business District to accommodate student housing that is planned for that property. However, in doing so, it would open the property to other commercial developments in a residential area. To accommodate their request, we are looking to change the zoning to A-3 Residential, General District which would accommodate their planned development and preserve the integrity of the property on that street."

Mayor Pro Tem Kalu asked, "When you change to A-3 Residential, does that also involve building the units for the students?"

Assistant City Administrator Williams stated, "Yes, it would allow Paragon to build the units for the students. But if something were to happen and the Paragon Group would pull out of that area and it was changed to B-1, it would open up that area for commercial development in a residential area which is prohibited."

Mayor Pro Tem Kalu asked, "Was there concern expressed by the older residents that live around that environment?"

Assistant City Administrator Williams stated, "I have not received any feedback. As I mentioned, when we had the Planning Commission meeting, we had one person attend to understand what was taking place."

Councilmember Hawkins asked, "I think it was appropriate to go from A-1 to B-1. Based upon the applicant statements, it seems this project may function as a college boarding house rather than traditional apartments?"

Assistant City Administrator Williams stated, "From my understanding, it is supposed to be student housing. I can not speak to the actual plan development, but I know it is to accommodate student housing."

Councilmember Hawkins asked, "Under our ordinance, I saw that a boarding house in a A-3 District is not permitted. It requires a special exception approved by the Zoning Board of Appeals and must meet all applicable standards. One of standards is parking, one parking space per bed. The project is intended to house 18 students, requiring 18 parking spaces. Do you think that is the correct process to follow?"

Assistant City Administrator Williams stated, "According to our Zoning Official, the A-3 designation would accommodate the property to be developed for student housing. Because of the plan development for that area, B-1 General Business District zoning would open it up to further commercial development."

Mayor Butler stated, "I do not think that you call that a boarding house. The boarding houses on Goff Avenue had to go through something special to be authorized. This is new construction and does not fall under that. A boarding house is where the owner lives with the students."

Councilmember Hawkins stated, "I am just asking for Ms. Williams to confirm if this project is a boarding house? This is what a constituent brought to me and the question of parking requirements. Is there enough room for 18 parking spaces?"

Councilmember Grevious asked, "What you are asking, Councilmember Hawkins, is if it is a boarding house, it requires 18 parking spaces, correct?"

Councilmember Hawkins asked, "How many parking spaces will be here? I see it is supposed to be ten. But you have 18 people living here. Will each person have a car? This can cause some parking issues."

Mayor Butler asked, "How many parking spaces are required by zoning?"

Councilmember Grevious stated, "If it is B-1, then each individual must have a parking spot, correct?"

Assistant City Administrator Williams stated, "Yes, if it is B-1."

Councilmember Grevious stated, "So now, the 18 parking spots would not be required, correct?"

Assistant City Administrator Williams stated, "Yes, that is right."

Councilmember Grevious stated, "I do not think it is a boarding house based on Mr. Byrd's explanation at the last Council meeting. He said it was triplex apartment units that would house more than one student per apartment, where students would have their own bedroom, closet, and bathroom."

Assistant City Administrator Williams stated, "I will add, there is a five-unit apartment building on that street."

A motion was made by Councilmember Keitt, seconded by Councilmember Grevious to approve third reading of an ordinance for consideration of a Zoning District Map change from A-2 Residential, Multi-Unit District to A-3, Residential, General District for property belonging to Paragon Development of SC, LLC located at 237 Maxcy Street TMS# 0173-15-14-034.000. The motion was unanimously approved.

Assistant City Administrator Williams addressed Council concerning third reading of an Ordinance for consideration of a Zoning District Map change from A-2 Residential, Multi-Unit District to A-3, Residential, General District for property belonging to Paragon Development of SC, LLC located at 245 Maxcy Street TMS# 0173-15-14-033.000. She stated, "This is also third reading of Zoning District Map change from A-2 to A-3 and is adjacent to the 237 Maxcy Street property. The plan is to combine both lots to build the structure and parking."

Councilmember Grevious stated, "I just want to clarify that this new structure will not impede upon the park that is located in this area."

Assistant City Administrator Williams stated, "To my knowledge, it will not."

A motion was made by Councilmember Keitt seconded by Mayor Pro Tem Kalu to approve third reading of an Ordinance for consideration of a Zoning District Map change from A-2 Residential, Multi-Unit District to A-3, Residential, General District for property belonging to Paragon Development of SC, LLC located at 245 Maxcy Street TMS# 0173-15-14-033.000. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a resolution to support the Municipal Association 2026-2027 Legislature Advocacy Initiatives. He stated, "Each year, the Municipal Association (MASC) Board of Directors creates a list of initiatives that they would like the municipalities across South Carolina to support. Some of the initiatives include protecting the authority of cities and towns to regulate short-term rentals within municipal boundaries, allowing cities and towns to close donut holes or enclaves in their municipal limits through a local annexation process while preserving current annexation powers, increasing the flexibility for cities and towns for local accommodation tax revenues, protecting the local election process, supporting funding for police equipment and infrastructure. Again, the MASC does this on an annual basis and requests you pass this resolution in support of those legislative initiatives."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Grevious to approve a resolution to support the Municipal Association 2026-2027 Legislature Advocacy Initiatives. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a resolution approving the City Administrator to negotiate and enter a contract with Yellowstone Landscaping for Parks and Recreation Landscaping Services. He stated, "In October, an RFP was issued for landscaping services. There was an evaluation committee that reviewed proposals received in November, and the highest overall score was by Yellowstone Landscaping. This resolution is requesting the ability to negotiate and to enter a contract with them for the landscaping services throughout the City."

Mayor Pro Tem Kalu asked, "Just to be clear, you formed a committee and companies had to bid? Was there a criterion for the committee assessing the companies? Did the committee decide on the chosen company? Were you part of the committee?"

City Administrator Evering stated, "Yes, a committee was formed of four persons that included the senior staff. We received eight proposals. There were scoring criteria and the committee evaluated based upon that scoring criteria. No, I was not part of the committee."

Mayor Pro Tem Kalu asked, "Council does not have any business in the bidding. The company you brought before Council is the one that was approved by the committee?"

City Administrator Evering stated, "It was the overall highest scoring company."

Mayor Butler stated, "Council cannot get into the bidding. The City Administrator runs the day-to-day operations of the City. We authorize the City Administrator to carry out the results of the process."

Councilmember Keitt stated, "Council does not manage the day-to-day operations. The City staff brings all the information to us, and we accept it or say no."

Councilmember Grevious asked, "Is the RFP process carried out annually for this particular service?"

City Administrator Evering stated, "Yes, this is the second year. Last year was the first year."

Councilmember Grevious asked, "So there will be an RFP every year and the service may change next year?"

City Administrator Evering stated, "Yes, it is an annual process."

Councilmember Hawkins asked, "For transparency, do you mind explaining to Council the clerical error where one committee member votes were removed."

City Administrator Evering stated, "There were four committee members. One committee member scored outside of the one to ten scoring and allocated scores above that. Their score sheet was disqualified because they went outside of the one to ten score."

Councilmember Hannah asked, "How did we decide the City needed an outside agency for landscaping services to perform the duties that City employees were performing? How many companies were evaluated in RFP process?"

City Administrator Evering stated, "Traditionally either members of the Parks and Recreation or Service Departments had been doing the majority if not all the landscaping throughout the City. We felt that it might be more beneficial and economical to have a third-party vendor provide some of those services. It would allow our current employees to concentrate on certain areas of the City, for example, the Gardens. But it would also allow us to hopefully save money, and I think we have saved money by going to an outside third-party vendor. Eight companies were evaluated in the RFP process."

Councilmember Hannah asked, "Are we laying employees off or rerouting them?"

City Administrator Evering stated, "We are not laying off employees however if we lose folks, we will not replace those positions. We will continue to rely on our third-party vendors to provide those services."

Councilmember Hannah asked, "The reason the work was not being done was we hired people that could not do the work? Or we did not have enough people doing the work?"

City Administrator Evering stated, "I think it was more of we did not have enough people doing the work. We have a lot of landscaping to maintain, so we thought we would try having a third-party vendor come in, save money, and buttress our efforts."

Councilmember Hannah asked, "Eight people in the running and this company came out number one. Where is their headquarters located? I am asking as I always want to see how much local we can get to keep the money local."

City Administrator Evering stated, "It is located in Columbia."

Councilmember Grevious asked, "Is there an evaluation process of the current provider of services prior to the RFPs being put out? If Yellowstone is the accepted company providing services, will

they receive any sort of evaluation before the next RFP? And if there is, is an RFP placed out regardless?"

Parks & Recreation Director Taylor stated, "Yes, the evaluation process is as follows. We walk through the sites and make sure they understand what is expected. As the weeks go on, if we have issues, then we will document those issues. We call the vendor in, talk with them, make sure they understand that we are receiving issues and it is not up to our expectations. So, when the RFP does go back out, we will have the documentation to support our decisions."

Councilmember Grevious stated, "If they receive an exceptional evaluation, the RFP will still be issued?"

Parks & Recreation Director Taylor stated, "With this RFP, there is language that states if we are satisfied with the company, then we can renew with them. The original RFP stated we would put it back out annually."

Councilmember Hawkins stated, "I reviewed this RFP and spoke with Mr. Evering. In Section 13 of the new contract, it states the annual review of each landscaping contractor will be completed at the end of the year. That is a new contract you are saying?"

Parks and Recreation Director Taylor stated, "I had a meeting with the current vendor and let him know that the RFP was going back out. We had some new areas. I sent an email to the vendor to verify that the RFP is going back out for rebidding the landscape service. Yes, it went out and yes, we had a meeting with the current vendor to talk about where we are currently, the issues if there were any, and how we are going to move forward."

Councilmember Hawkins asked, "So Section 13 was completed in the contract for prior service."

Parks and Recreation Director Taylor stated, "Yes."

Councilmember Hawkins stated, "SC Code Section 11-35-1524 allows for resident vendor preferences under that statute, is that correct? I will ask our attorney to look it up."

City Administrator Evering stated, "I am not familiar with that statute, but I take your word."

Councilmember Hawkins stated, "I do not want to get in the weeds. I want to say Yellowstone is a non-local business, and we have companies in Orangeburg who are passed over. We consistently ask our citizens to support small businesses and support local businesses. Yet, in this instance, we are going to send our local taxpayer dollars out of our community and our local businesses employ people who live here, vote here, and raise families here. That is my concern and I just wanted to voice it."

City Administrator Evering stated, "I understand that concern and I share that concern. I have talked with the current vendor. We had an extensive conversation, and his thoughts were expressed and I committed to him that going forward if it is legally permissible to do so, we will put a provision in our RFPs that would consider local vendors. We also must make sure that we are getting the best bang for the buck in terms of our services. Also, we have this RFP process. It was a fair process, and everybody had to go through it. This is the way the process is supposed to work."

Councilmember Hawkins stated, "I understand, and I just wanted to address my concerns with supporting local businesses. If we can do so in the future under SC Code Section 11-35-1524, I think we need to add a preference for example an extra five points if you are a local business. There are people that live here that we ask them to support us and support the community."

City Attorney Kozlarek stated, "State Code certainly does contain provision that you referenced. The City Code also contains a reference to a local vendor preference already. It is in Section 2-5.3 Sub item I. It is referenced as bid award or titled as bid award. It shall be the policy of the City of Orangeburg to give purchasing preference to local vendors when price, quality, service, and delivery time are equal. Local vendors should be given the opportunity to bid on all supplies, materials, and services. It then goes on to reference purchases and contracts being awarded to the lowest responsible bidder. Obviously, that is without respect to whether they are a local vendor or

not and then there are some additional provisions of the section that do not deal with the local preference. But the beginning of that section indicates that it should be when these other items are equal. State law does permit a stronger preference, as you indicated, some additional points or some other price consideration which is currently not in City code.”

Councilmember Hawkins stated, “If that is something we can implement in the future, I think that is definitely something that we need to do.”

Mayor Butler stated, “We are all for helping local businesses because we live here. However, the package the vendor presents must meet the standards and criteria. The City must follow a fair and impartial process.”

Councilmember Hawkins stated, “Anyone can make an RFP. I can say I am the best landscaper in the state, but I might not own a lawn mower. We still need to do our due diligence, not saying it was not done, to make sure we are getting the best bang for the buck, and we are using the best people for the job. We need to do our due diligence to spend taxpayers’ money responsibly.”

Councilmember Hannah asked, “We already have a company, and we are going to replace it, correct? Where will the City be if we do not choose a new company? Because the old company’s contract will be out, correct?”

City Administrator Evering stated, “We would be without those services that we are seeking to get.”

Councilmember Hawkins asked, “If we are not pleased with the services we get, that would be a violation of contract, and we would go to someone else? Or would you open it back up?”

City Administrator Evering stated, “I think that is correct. We certainly have the option to end the contract. We have that flexibility and we can re-open the process.”

Councilmember Hawkins asked, “So you would have to go through the whole process again?”

City Administrator Evering stated, “Yes.”

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve a resolution approving the City Administrator to negotiate and enter a contract with Yellowstone Landscaping for Parks and Recreation Landscaping Services. The motion was approved 5-2. Councilmembers Hannah and Hawkins opposed.

City Administrator Evering addressed Council concerning a resolution to provide for certain certifications regarding an abandoned building and an abandoned building site, 1549 Broughton Street TMS #0152-16-18-001.000, according to South Carolina Code annotated Section 12-67-100, ET SEQ. He stated, “We were approached by Gill Development who are in the process of seeking to develop a senior housing project at 1549 Broughton Street. They are seeking abandoned building tax credits, and the statute requires a resolution from the local government acknowledging that the building or property has been abandoned for at least five years. There is an affidavit in your packet certifying that the property has been abandoned. The property is located across from the old City Gym. There are some representatives here tonight from the development company.”

Mr. Josh Gill with Gill Development stated, “There are two buildings located on the property. One building is in the rear was occupied until 2018 and has not been occupied since. The building on the front with the storefronts also has a large warehouse at the rear of the property, from my understanding it has been abandoned for a very long time. Per South Carolina State code, 66% of the building must have abandoned for it to be considered an abandoned building and if you measure the warehouse portion in reference to the storefronts, it would be over 66% of that specific building. The property is currently zoned B-1 so there is no rezoning required to place senior apartment housing there. The point of this is to help get equity for the project.”

Mayor Butler asked, “Tell me about the senior homes. Will they have one bedroom or two bedrooms?”

Mr. Gill stated, "It will be a community of one and two bedrooms. It will be a garden style complex to include clubhouse amenities, computer rooms, screened porches, and elevators for the residents. We also work with organizations as well to help with senior services. We are still very preliminary in the process."

Councilmember Hawkins asked, "Will you be using the existing structure or demolishing it?"

Mr. Gill stated, "We will be demolishing the existing property and developing a new structure."

Councilmember Grevious asked, "The structure will face Broughton Street."

Mr. Gill stated, "It will face Broad Street and perpendicular to Broughton Street. We pushed it as far away from Broughton Street as we could and the parking area will be on Broad Street. This is the current plan; it could be subject to change."

Councilmember Grevious asked, "You feel this is an ideal property for senior housing given the businesses and properties around it?"

Mr. Gill stated, "Yes, we have completed market research and analysis and have identified demand. It is walking distance or a short drive to a lot of services which was a main driver."

Councilmember Hawkins asked, "A lot of our seniors are on a fixed income. Do you have an idea of what the cost per month will be?"

Mr. Gill stated, "This will be workforce and affordable housing. So, it will be limited to senior individuals and families earning 60% and less of the area median income."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Hawkins to approve a resolution to provide for certain certifications regarding an abandoned building and an abandoned building site, 1549 Broughton Street TMS #0152-16-18-001.000, according to South Carolina Code annotated Section 12-67-100, ET SEQ. The motion was approved 5-0-2. Councilmembers Grevious and Knotts abstained.

City Administrator Evering addressed Council concerning first reading of an ordinance approving the City Administrator to negotiate and enter a contract to finance and acquire certain fire protection motor vehicles, and related equipment in an amount not to exceed \$945,630, authorizing the execution and delivery of documents necessary to carry out the financing and acquisition. He stated, "Approximately a month ago, Battalion Chief Winningham sent an email to administration regarding some of the needs of our fire department. We met with our finance department to determine what we could afford within our budgetary constraints. It was determined that we could afford a fire apparatus up to that amount. Essentially, we have \$147,000 in annual debt service that is rolling off next year. If we were to spend up to this amount, it would be about \$90,000 on annual debt service. We want to make sure we support our fire department with the equipment they need because obviously public safety is a top priority. There are engines that are coming close to the intermittent life in their useful life. We have had some maintenance issues, and we issued an RFP basically to see what used and new fire engines were available. We have thus far identified two engines that would potentially meet our criteria. It is a very fluid market. It changes but we feel now that we have gotten to the point where if you authorize me to do this, we can continue to do our due diligence and hopefully find a vehicle that will be within this amount so we can go ahead and get it into operations."

Councilmember Grevious asked, "Can you clarify how the funds would be spent? Will it be two engines?"

City Administrator Evering stated, "It will be one engine. Currently, we are looking at an engine that is about \$709,000. If it is still available, we can purchase and still be under this \$945,000 threshold and get that vehicle in operations relatively quickly."

Councilmember Grevious asked, "You said we can withstand \$90,000 in debt service, correct?"

City Administrator Evering stated, "Right, we have approximately \$147,000 in debt services rolling off next year. At this amount, \$945,000 that equate to about \$90,000 over ten-year period

with 5 – 5 ½% interest rate. We feel we could absorb that and not have a negative impact to our current budget.”

Councilmember Grevious asked, “I would like to thank Battalion Chief Winningham for presenting this to us in terms of the needs of the fire department which I think is extremely important in protecting our citizens.”

Councilmember Hawkins asked, “Is this a ladder or an engine?”

Battalion Chief Winningham stated, “It is an engine.”

Councilmember Hawkins asked, “Do we have plans for any further apparatus in the future?”

City Administrator Evering stated, “We will continue to try to address the needs as we go through budget planning and capital project planning. Like I said earlier, some of these apparatuses are getting to the end of their useful lives.”

Councilmember Hawkins asked, “Will this replace a specific engine? Or will it be an extra engine?”

Battalion Chief Winningham stated, “This will replace Engine 56, the 1991 E One, which has reached the end of its service life. It has been in reserve status for a very long time. Our City shop evaluated it, and it was removed from reserve status because of age and mechanical issues. It will be sold at auction. We looked at the possibility of refurbishing the truck, but due to its age, it does not meet the capability of being retrofitted to modern safety requirements. The next oldest truck, Engine 63, which is housed at Station 4 on Prosperity Drive, will enter reserve status.”

Councilmember Hawkins asked, “Are all engines and ladders up and going now? What is the status?”

Battalion Chief Winningham stated, “Not currently. We have mechanical issues that we are addressing. We have trucks at various shops so that we spread the work out. Our City Shop is also addressing mechanical issues.”

Councilmember Hawkins asked, “How many trucks are down and how many trucks do we have?”

Battalion Chief Winningham stated, “Four are down now. We have eleven. We have six engines, 4 first out engines, 2 reserve trucks. The reserve trucks are always the oldest. We have two ladder trucks, one was acquired in 2022. We have one heavy rescue, one light rescue and one brush unit that is used for grass fires.”

Councilmember Hawkins asked, “Are the four that are out of service currently being serviced?”

Battalion Chief Winningham stated, “Engine 64 is currently at Stillinger’s for front end and brake work. Tower One was sent back to the manufacturer, Spartan Apparatus, in Summerville. It had some front-end work and brake work that needed to be done. Engine 60 has a broken poly tank, and it does not hold water. We have made a request to determine the quote and cost to repair. The hydraulic system was just repaired on Ladder 2 and will go to the shop to be serviced.”

Councilmember Hawkins asked, “Do we have a ladder truck in service currently in the City?”

Battalion Chief Winningham stated, “No, not currently. West Middle has been on reserve status for us whenever we need a ladder truck. Recently, they responded and assisted us with a fire in front of All-Star Bowling.”

Councilmember Hannah asked, “We understand the importance of the Fire Department. The figure was \$945,000 and the engine cost \$700,000. What will be done with the remaining funds?”

Battalion Chief Winningham stated, “The engine we have identified is \$709,000. It is referred to as a demo unit. It is bare bone stock and is ready to ship in Springfield, Illinois. There is additional equipment that would need to be purchased.”

Councilmember Grevious asked, "Have we considered the trucks that are being serviced now in terms of the cost for those repairs in this \$945,000 or is there something else set aside for you?"

Battalion Chief Winningham stated, "No those repairs have already been handled with funds that are allocated in our operating budget."

Councilmember Hawkins asked, "Has \$200,000 been allocated for equipment?"

Battalion Chief Winningham stated, "It was allocated for fire truck and any necessary equipment. For this truck there is additional equipment that would need to be purchased such as the main intake valve on the side of the pump, deck gun, some mounting equipment, and striping that signifies the City of Orangeburg and Engine number."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Hannah to approve first reading of an ordinance approving the City Administrator to negotiate and enter a contract to finance and acquire certain fire protection motor vehicles, and related equipment in an amount not to exceed \$945,630; authorizing the execution and delivery of documents necessary to carry out the financing and acquisition. The motion was unanimously approved.

Mayor Pro Tem Kalu addressed Council with point of privilege. He stated, "This is not in reference to anyone. We are seven elected officials including six Councilmembers and the Mayor. We represent each district as elected by that district. I think when we come before the public and someone is presenting; it is within the right of each member to ask questions for clarification before they vote. Your vote is official, so it beholds whoever is presenting to clarify or answer the question or the Mayor to give input. We all have that right. For professional courtesy and being before the public, we need to present ourselves as professionals. Anyone here has the right to ask any questions until they get the answer they need to vote. Thank you."

A motion was made by Councilmember Hannah, seconded by Mayor Pro Tem Kalu to go into Executive Session concerning performance evaluation discussion – City of Orangeburg Department of Public Utilities Manager SC Code Sec. 30-4-70(a)(1) and discussion of negotiations incident to proposed contractual agreements and proposed sale or purchase of property and the receipt of legal advice – SC Code Sec. 30-4-70(a)(2) – Columbia Road Property. The motion was unanimously approved.

There being no further business, the meeting was adjourned.

Respectfully submitted,

Linda McDaniel

Linda McDaniel
City Clerk



VOID

VOID

VOID



RESOLUTION

TO PROVIDE FOR CERTAIN CERTIFICATIONS REGARDING AN ABANDONED BUILDING AND AN ABANDONED BUILDING SITE, ACCORDING TO SOUTH CAROLINA CODE ANNOTATED SECTION 12-67-100, *ET SEQ.*

[1549 BROUGHTON STREET]
[ORANGEBURG COUNTY TMS #0152-16-18-001.000]

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act ("Act") was enacted as South Carolina Code Annotated section 12-67-100, *et seq.*, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned buildings;

WHEREAS, the Act provides that transformation of abandoned buildings to productive assets for the communities in which the abandoned buildings are located serves a public and corporate purpose and results in job opportunities and tax base;

WHEREAS, section 12-67-140 of the Act provides that a Taxpayer who rehabilitates an abandoned building is eligible either for a credit against income taxes, license fees, or premium taxes, or a credit against local property taxes, all as more further described in the Act;

WHEREAS, Broughton Senior SC LLC ("Taxpayer"), is the owner and developer who is responsible for all of the rehabilitation expenses associated with the redevelopment of real property, which, according to the information provided by the Taxpayer to the City, is located in the City's corporate limits, at 1549 Broughton Street, Orangeburg, Orangeburg County, South Carolina ("Property"), which is further identified by the Orangeburg County Tax Map Number: 0152-16-18-001.000;

WHEREAS, the Taxpayer has represented to the City that it is in the Taxpayer's best interest to pursue only the credit against income taxes pursuant to Section 12-67-140(A)(1) of the Act;

WHEREAS, the Taxpayer has supplied information to the City, a copy of which is attached to this Resolution as Exhibit A, represented to the City that the information is truthful and accurate, and has requested that the City certify the Property is a "building site" that contains an "abandoned building," all as more fully described in the Act.

NOW, THEREFORE, BASED SOLELY ON THE INFORMATION PROVIDED TO THE CITY BY THE TAXPAYER, WITHOUT INVESTIGATION, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, AS FOLLOWS:

Section 1. (a) the geographic area of the Property is a "building site," as described in Section 12-67-120(2) of the Act, and (b) located on the building site, is an "abandoned building," as described in Section 12-67-120(1) of the Act.

Section 2. This Resolution provides no property tax relief whatsoever, and the Taxpayer has represented to the City that the Taxpayer will not seek any relief from real property taxes or fees under South Carolina law. This Resolution provides no information regarding the availability of any benefit to the Taxpayer.

Section 3. This Resolution is effective as of the date of its adoption.

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

ADOPTED BY the City Council on January 6, 2026.

Mayor

Michael C. Butler

Members of Council

[Signature]

Liz Simon Keitt

[Signature]

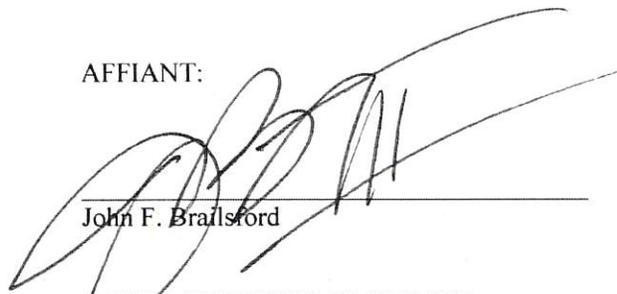
[Signature]



Attest: Hinda McDaniel
City Clerk

In **WITNESS WHEREOF**, this Affidavit is given 20th day of 11, 2025.

AFFIANT:



John F. Brailsford

STATE OF SOUTH CAROLINA
ORANGEBURG COUNTY

I certify that John F. Brailsford personally appears before me this day and acknowledged that he is an owner of the Property and the Affiant hereto, and that he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the owner of the Property for the purposes stated therein.

Date: 11.20.25

By: Tammy Cooler

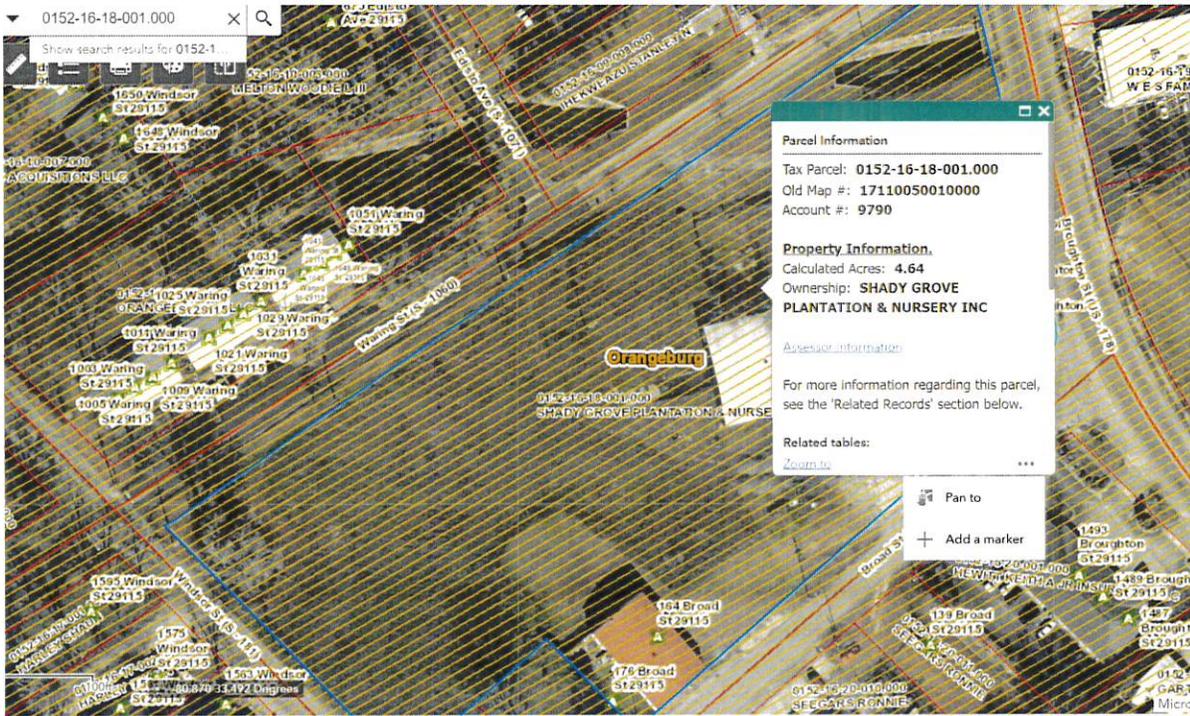
Print Name: Tammy Cooler

Notary Public for SC

[NOTARY SEAL OR STAMP]

Commission Expiration: 7-19-26

EXHIBIT A
UNITS





**A RESOLUTION TO SUPPORT THE MUNICIPAL ASSOCIATION
2026-2027 LEGISLATIVE ADVOCACY INITIATIVES**

WHEREAS, cities and towns in South Carolina are the government closest to the people providing the core services residents and businesses demand for an exceptional quality of life; and,

WHEREAS, local decisions affecting residents and local businesses should be made by local leaders; and,

WHEREAS, cities and towns seek to make numerous small changes in current state law to support new and existing local industry and businesses, changes in public health and safety, and continuity of service delivery; and,

WHEREAS, cities and towns seek to support legislation that adds more tools to the toolbox for local governments to expand and create programs to help residents and businesses; and,

WHEREAS, the City of Orangeburg fully supports the 2026-2027 advocacy initiatives set forth by the Municipal Association of South Carolina Board of Directors for city and town councils to govern effectively and efficiently and listed below are the 2026-2027 initiatives:

- Protecting the authority of cities and towns to regulate short-term rentals within municipal boundaries
- Allow cities and towns with no property tax millage to impose a millage within certain limitations
- Support additional funding in the state budget and other resources for mental health services
- Allow cities and towns to close doughnut holes, or enclaves, in their municipal limits through a local annexation process while preserving current annexation powers
- Support efforts to help solve the liquor liability insurance burden on small businesses
- Allow cities and towns to place a Municipal Project Sales Tax penny on a referendum for city residents to vote on additional revenue for capital projects in their city
- Increase flexibility for cities and towns for local accommodations tax revenue
- Support legislation that clarifies terms of office for local elected officials
- Protect the local election process
- Support funding for police equipment and infrastructure
- Support legislation that allows retirees to return to work with no earnings cap placed on their retirement benefits

BE IT, THEREFORE, RESOLVED that the Council of the City of Orangeburg affirms on this 6th day of January 2026, its support for the Municipal Association’s 2026-2027 advocacy initiatives for the benefit of all of South Carolina’s 271 cities and towns.

DONE AND RATIFIED THIS 6th DAY OF JANUARY 2026.



Michael C. Butler
MAYOR

[Signature]
Sandra Roberts
[Signature]
L. Simon Kent
[Signature]
[Signature]
MEMBERS OF COUNCIL

ATTEST:
Sandra McDaniel
City Clerk



RESOLUTION

APPROVING THE CITY ADMINISTRATOR TO NEGOTIATE AND ENTER A CONTRACT WITH YELLOWSTONE LANDSCAPING FOR PARKS AND RECREATION LANDSCAPING SERVICES; AND PROVIDING FOR OTHER RELATED MATTERS.

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

WHEREAS, the City owns and operates one or more municipal parks and/or recreation fields and/or areas (collectively, "Recreation Areas");

WHEREAS, the City has engaged in a request for proposals process related to landscaping services for the Recreation Areas;

WHEREAS, the City received 8 proposals, which the City scored according to the process outlined by the City in its memorandum, dated November 24, 2025, a copy of which is attached to this Resolution as Exhibit A;

WHEREAS, the City's score sheet is attached to this Resolution as Exhibit B;

WHEREAS, Yellowstone Landscaping ("Yellowstone") received the highest overall score;

WHEREAS, Yellowstone Landscaping's proposal is attached to this Resolution as Exhibit C ("Proposal");

WHEREAS, Yellowstone Landscaping's proposed contract is contained on pages 28-34 of the Proposal ("Contract");

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

NOW, THEREFORE, the Council resolves:

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

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

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

ADOPTED BY the Council on January 6, 2026.

Mayor

Michael C. Butch



Members of Council

[Signature]

Sandra Roberts

[Signature] Councilmember Hannah voted No

[Signature]

[Signature]

Attest: Panda McDaniel
City Clerk

EXHIBIT A
CITY MEMORANDUM REGARDING CRITERIA AND SCORING
[PARKS AND RECREATION LANDSCAPING]



PARKS AND RECREATION DEPARTMENT

Office of the Director

MEMORANDUM

TO: All Prospective Respondents

FROM: Shawn Taylor,
Parks Director

DATE: November 24, 2025

Re: Detailed Evaluation Criteria & Scoring Rationale for RFP: Landscape Services

This memo serves to provide a detailed explanation of the evaluation criteria for the Request for Proposal (RFP) for Landscape Services. In the interest of full transparency and to ensure all vendors understand how proposals were assessed, we are providing the following breakdown.

Proposals were evaluated by City staff committee based on the weighted criteria below. Each proposal was scored on a 100-point scale, with the final score determining the ranking.

Detailed Evaluation Criteria

1. Cost Proposal (30 Points Total)

This criterion evaluated the overall value and financial clarity of your proposal.

- **Clarity & Completeness of Cost Breakdown (10 pts):** How well does the submitted Cost Proposal Form (Appendix A) detail all costs? Are the totals for each group clear? Are there hidden fees or unclear surcharges?
- **Competitiveness & Realism of Pricing (20 pts):** How do the proposed costs compare to other submissions and the City's independent cost estimates? Pricing that is significantly lower than market rates without a clear methodology, may be deemed non-responsive or risky. Pricing should reflect the scope and quality of work required.

2. Experience & Qualifications (25 Points Total)

This criterion assessed your company's proven track record and capability to perform the work.

- **Relevant Municipal/Government Experience (15 pts):** Direct, verifiable experience providing similar landscaping services for other municipalities, government agencies, or large-scale public properties. Experience with similarly scoped and sized contracts is highly valued.
- **Company History & Staff Expertise (10 pts):** The number of years in business, qualifications of key personnel who will manage and perform the work, and demonstration of organizational stability.



PARKS AND RECREATION DEPARTMENT

Office of the Director

3. Methodology & Work Plan (25 Points Total)

This criterion evaluated the operational soundness and feasibility of your proposed approach.

- **Understanding of Scope & Proposed Approach (10 pts):** Does the proposal demonstrate a clear understanding of the specific requirements outlined in the RFP's Scope of Work (Section 3)? Is the proposed methodology for maintenance, debris removal, and seasonal work logical and effective?
- **Staffing & Equipment Plan (10 pts):** Adequacy of the proposed crew size, availability of necessary equipment (mowers, trimmers, blowers, etc.), and plans for supervision and quality control to ensure consistent service across all locations.
- **Communication & Responsiveness Plan (5 pts):** Clearly defined procedures for communicating with the City, reporting issues, and responding to urgent requests or deficiency notices.

4. References (10 Points Total)

This criterion used feedback from your past clients to validate your proposal.

- **Reference Quality & Relevance (10 pts):** Strength and specificity of feedback from the provided references. References from projects similar in scope and size to this RFP will score highest. Vague or non-committal feedback may result in a lower score.

5. Compliance & Responsiveness (10 Points Total)

This criterion measured how completely and accurately you followed the RFP instructions.

- **Proposal Completeness (5 pts):** Submission of all required components, including a fully completed Cost Proposal Form (Appendix A), company profile, work plan, and three references.
- **Adherence to Administrative Requirements (5 pts):** Acknowledgement and compliance with stated requirements such as insurance, E-Verify, vendor registration, and submission deadlines. Failure to meet these mandatory requirements may render a proposal non-responsive.

Selection Process Notes

- The City reserves the right to request clarification, conduct interviews, or negotiate final terms with the highest-ranked proposer(s).
- The contract will be awarded to the responsive and responsible firm whose proposal receives the highest overall score and is deemed to be in the best interest of the City of Orangeburg.
- Please note that while cost is a significant factor (30%), the highest priced proposal may receive the highest score if it demonstrates superior qualifications, methodology, and value.

We believe this detailed breakdown will assist you in understanding how proposals were graded. Should you have any further questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn Taylor".

Shawn Taylor, Director

EXHIBIT B
CITY SCORING SHEET FOR PROPOSALS
[PARKS AND RECREATION LANDSCAPING]

City of Orangeburg

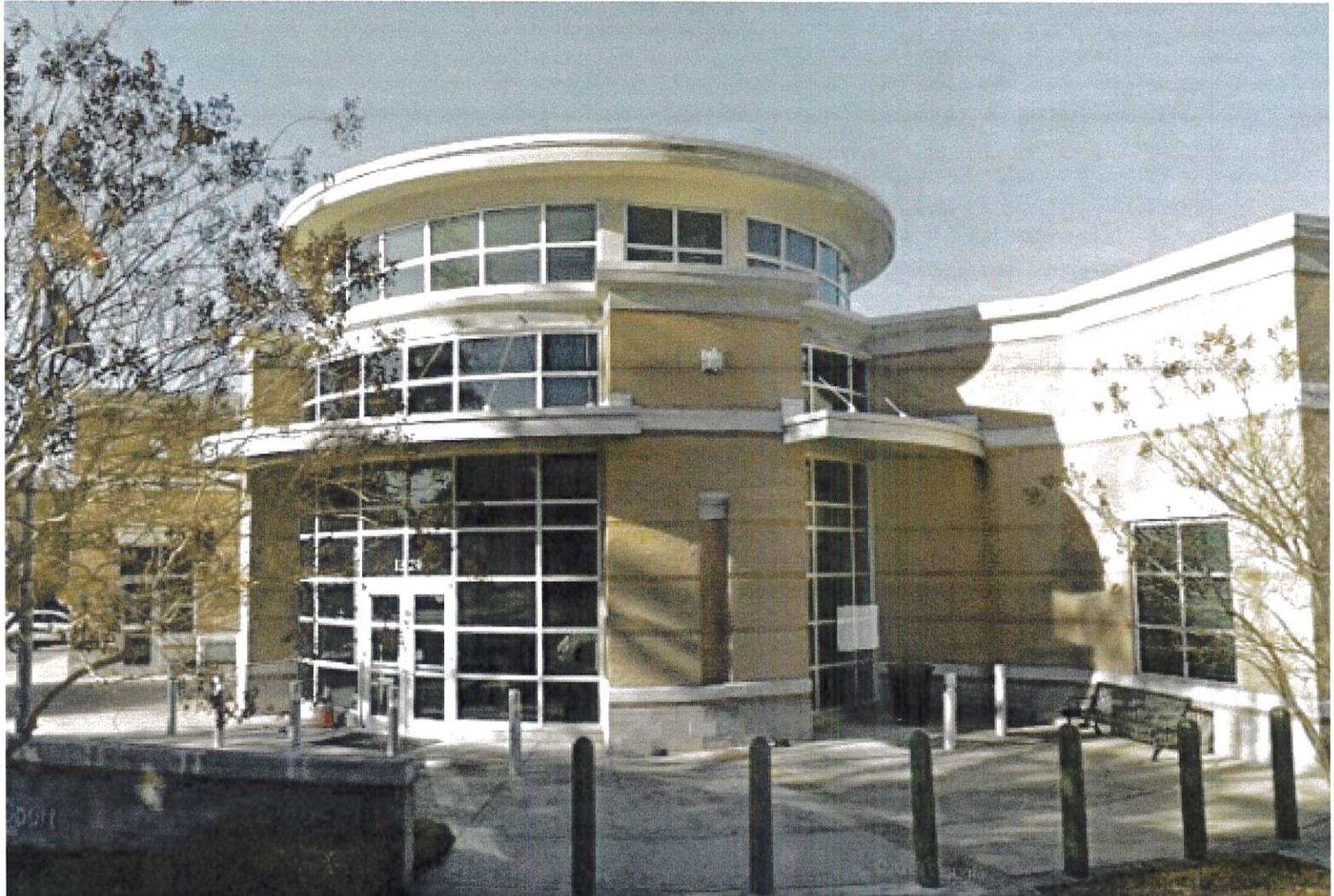
Evaluation Criteria	Max Pts	New Image Landscape	Homegrown Landscape	The Lawn Guys	Antley's Landscape	Miller's Landscape	Yellowstone Landscape	Veteran Precision Lawn Care	Respect Management
		Cost Proposal	30	18	10	5	5	20	25
Qualifications and Experience	25	5	10	10	0	20	23	0	5
Proposed Work Plan and Methodology	25	5	15	15	0	20	23	0	5
Compliance & Responsiveness	10	6	10	8	5	8	10	0	0
Past Performance and References	10	8	8	7	0	8	8	7	0
Total Points	100	42	53	45	NS	75	89	17	15
Cost Proposal	30	20	20	10	5	20	30	10	5
Qualifications and Experience	25	10	15	15	0	19	20	0	5
Proposed Work Plan and Methodology	25	10	15	20	0	25	20	0	5
Compliance & Responsiveness	10	5	10	10	5	10	10	1	5
Past Performance and References	10	7	10	7	0	5	8	7	0
Total Points	100	52	70	62	NS	79	88	18	20
Cost Proposal	30	20	10	5	5	10	20	15	5
Qualifications and Experience	25	20	10	5	5	5	25	10	5
Proposed Work Plan and Methodology	25	5	15	15	5	5	25	5	5
Compliance & Responsiveness	10	5	5	5	1	5	10	5	5
Past Performance and References	10	10	8	10	0	8	5	10	0
Total Points	100	60	48	40	NS	33	85	45	20
Cost Proposal	30	30	20	20	10	10	20	25	10
Qualifications and Experience	25	25	20	25	20	20	20	25	25
Proposed Work Plan and Methodology	25	10	20	25	15	20	0	20	20
Compliance & Responsiveness	10	10	20	10	20	10	20	5	20
Past Performance and References	10	25	10	10	15	10	25	5	10
Total Points	100	100	80	90	80	70	85	80	80
Grand Total		154	171	147	36	187	262	80	55

Numbers in RED are disqualified didn't follow scoring criteria

EXHIBIT C
YELLOWSTONE LANDSCAPING PROPOSAL (WITH CONTRACT)
[PARKS AND RECREATION LANDSCAPING]



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal
prepared for

CITY OF ORANGEBURG PARKS AND RECREATION

October 17, 2025



Shawn Taylor
Parks Director
City of Orangeburg Parks and
Recreation

Multiple City Maintained Areas

Shawn Taylor
Parks Director

City of Orangeburg Parks and Recreation
1099 Russell Street
Orangeburg, South Carolina 29115

Re: Landscape Maintenance Services Proposal for **City of Orangeburg Parks and Recreation**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **City of Orangeburg Parks and Recreation**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success, please make special note of the following sections:

- **Proposed Approach and Methodology:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Company Profile and Relevant Experience:** A summary of our company's viability, management contacts, outline of our standards, insurance documents, and equipment list can be found here.
- **References:** We invite you to speak with existing customers who have similar properties and scopes of services to those of Richland One.
- **Cost Breakdown by Group and Terms of the Agreement:** The service agreement and pricing for the services we'll provide to your properties.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Ashley Kearnes, *Business Development Manager*
Yellowstone Landscape

akearnes@yellowstonelandscape.com
(803) 612-9368

OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days of service, as a way for you to measure our team's performance.**

FIRST 30 DAYS

- Meet with Property Manager to review 30 – 60 – 90 Day Plan
- Discuss with Property Manager our “Approach to Services” and “Service Map”
- Identify irrigation heads and/or drip lines in the service areas
- Begin maintenance – mowing, blowing and edging
- Continue weed control in planting beds
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Walk Property with Property Manager to identify other areas of concern



- Walk property with Property Manager to evaluate improvements

- Evaluate our "Approach to Services" and make any necessary adjustments

- Continue routine maintenance – mowing, blowing and edging

- Continue weed control applications throughout property

- Discuss options to improve "curb appeal" in high profile areas



DAYS 60-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue weed control applications throughout property
- Continue routine maintenance – mowing, blowing and edging





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

LAWN AND TURF MAINTENANCE

Services shall include, but are not limited to:

- Grass cutting, edging, and raking
- Weeding of flower beds and landscaped areas
- Pruning and trimming of shrubs and small trees (bi-weekly basis; larger tree work by quote only)
- Trash and yard debris removal
- Blowing off all concrete surfaces and patios after each service
- Leaf removal during fall season
- Application of mulch, pine straw, or weed barriers as needed (with prior approval)

SERVICE SCHEDULING AND FREQUENCY

- Landscape services will be performed Monday through Friday.
- 26 bi-weekly visits annually (2 per month in Dec.–Feb., and up to 3 per month Apr.–Oct.)
- Special event scheduling will be accommodated as requested by the Department.





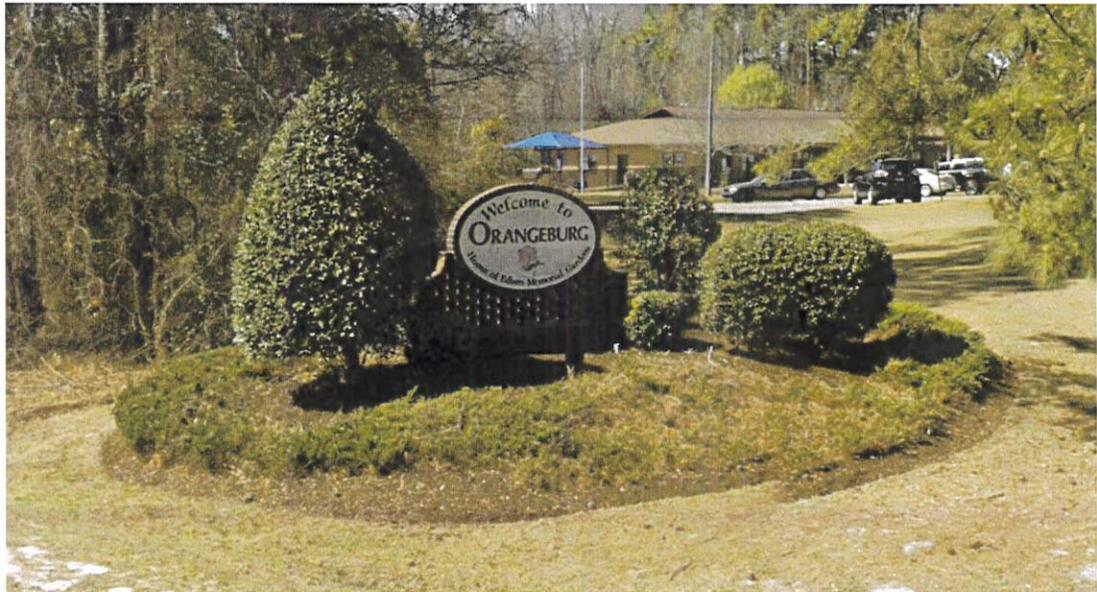
CONTRACTOR REQUIREMENTS

Yellowstone Landscape shall:

- Provide all labor, equipment, materials, and supplies necessary to perform the work.
- Comply with all applicable federal, state, and local laws and regulations.
- Operate as an independent contractor (not an employee of the City).
- Obtain written authorization for all changes in work.
- Submit quotes for chainsaw/tree removal services separately.

ADDITIONAL SERVICES

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.
- Upon receipt of an Intent to Award, Yellowstone Landscape will complete any Vendor Onboarding that is required by the City for compliance purposes.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

OUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:



Joe Sporre
Branch Manager

As the Branch Manager of our Columbia branch, Joe is responsible for overseeing the location's current & upcoming projects. He coordinates all aspects of operations, which includes personnel, equipment, safety regulations, enhancements, and resource management. He works with each property and Account Manager to maintain the highest quality standards and services. Joe has a Bachelor's in Landscape Contracting and brings 12+ years of Commercial Landscape Management experience to the Upstate, the Midlands, and the Pee Dee Regions of Yellowstone Landscape.



Robert Thibault / Ashley Kearnes
Business Development Managers

As a Business Development Managers for Yellowstone Landscape, we put our experience to work for our clients every day. We work with Property Managers, Owners, and Commercial Real Estate professionals to solve their toughest landscape challenges using our uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle to include design, Landscape Enhancement, Tree Care and Landscape Management.



Eli Stewart / David Dean / Tom Sirois
Account Managers

As Account Managers of our Columbia location Eli, David, and Tom provide exemplary customer service. They work with clients providing enhancement and maintenance solutions for their properties while fostering a work environment where Safety is recognized as a top priority. They monitor work habits and coach employees to achieve high productivity standards, safety compliance, and policy adherence. Complete all necessary records and reports in a timely and accurate manner. Our Account Managers also work closely with the crews providing essential employee development and training enabling our crews to provide exceptional service.



Dontia Hanna / Damon Harmon
Landscape Superintendent

As Landscape Superintendents of our Columbia location Dontia and Damon assist in scheduling the implementation of tasks for the field crews. They ensure that all activities result in compliance with contract specifications, labor and materials budget, and client expectations. They inspect properties prior to scheduled service in order to properly prepare a specific action plan for the requested service and reviews production hours daily and turn in any necessary adjustments.

Vendor Information Response Form

Thanks for the opportunity and for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider.

City of Orangeburg – Parks and Recreation

Company Name: Yellowstone Landscape
1049 2nd Avenue
Columbia, SC 29209

Contact Information

Branch Manager – Joe Sporre
jsporre@yellowstonelandscape.com
Cell: 631-291-7889

Business Development Manager – Robert Thibault
rthibault@yellowstonelandscape.com
Cell: 803-381-1488

Business Development Manager – Ashley Kearnes
akearnes@yellowstonelandscape.com
Cell: 803-612-9368

Company Introduction: See Statement of Corporate Stability

Reference: Included in Bid Package

Proof of Insurance: See COI Sheet

Branch Location # of full-time employees: Full Time 51 - Seasonal 61 / Yellowstone Landscape Corporation 6,000+

Owned or Rented Equipment: See Asset Listing

Head Quarters/Mobilization –Located within 40 miles of all sites and currently servicing multiple properties in direct vicinity of proposed sites.

This document contains the following information:

1. Statement of Corporate Stability
2. Quality Control
3. Safety Program
4. Equipment / Asset List
5. Certificate of Insurance
6. Work Samples

Quality Control

To ensure the best service possible for our clients and the best possible appearance for their landscapes, Yellowstone Landscape is committed to regular quality control audits, performed by various levels of our management staff.

During each service visit, a designated Crew Leader is responsible for inspecting the work of his team. The crew may not complete service without first approving the work of his team. When possible, the Crew Leader is expected to communicate with any onsite client staff upon arrival and upon leaving the work site.

The Production Managers and Landscape Superintendent are responsible for meeting and communicating with the client's staff on a regular basis to discuss the landscape management plan and align priorities. Weekly schedules that summarize the previous week's activities and outline the next week's work are sent to the client via email or other predetermined reporting system. Superintendents inspect their properties weekly to specifically create quality control punch lists, which are used to direct the crew on maintenance items throughout the property. Punch list items include everything from addressing sight line obstructions to seasonal pruning. Our quality control program allows the Superintendent to set expectations and priorities with the crew.

Monthly, the Account Manager performs property inspections on all properties being managed by his service crews. The Branch Manager looks at crew activities, routine maintenance practices and reviews the entire property with a fresh eye. This provides the Landscape Superintendent with feedback and observations to troubleshoot potential issues throughout the property as well as learn from his senior manager.

SAFETY

Yellowstone Landscape is committed to providing a safe, healthy environment free from recognized hazards for all our employees, clients, vendors, and other visitors. We recognize that safety must start at the top and must involve ALL our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

As part of our commitment to safety excellence, Yellowstone Landscape has implemented a comprehensive safety program. We regularly discuss safety issues with our employees, provide safety awareness training, and conduct hazard audits of our own operations. Our Executive Vice President leads an active Safety Team that develops safety responsibilities, safety rules and procedures that must be followed. Adherence to these rules is an absolute requirement for employment at Yellowstone Landscape.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries, or illnesses, and "near-miss" to their supervisor as soon as possible. We also require prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us to ensure a safe workplace for everyone.

Safety-It's Everyone's Responsibility

Yellowstone Landscape understands that safety is everyone's responsibility. That's why ALL employees are involved in the safety program, including: Leadership Team, Field Management, Crew Leaders, and Administrative Employees.

Leadership Team

Management's most important safety responsibility is to lead by example and set the tone for a safe working environment throughout our company. Management's responsibilities also include:

- Making a full commitment to safety that starts at the top.
- Communicating our company's commitment to safety in a way that encourages all to share this commitment.
- Establishing safety policies and procedures and ensuring that they are implemented.
- Ensuring that all company safety rules are strictly enforced.
- Provide support for our safety program.
- Ensuring that supervisors are properly trained and held accountable for their safety responsibilities.
- Ensuring that all employees are trained in a language and manner that they understand.
- Complying with OSHA and other regulatory requirements.
- Encouraging all employees to "think safety" at all times and apply it daily to their own individual positions.
- Taking prompt corrective action on hazards and potential hazards and empowering others to take action.
- Initiating prompt accident investigation, documentation, and follow-up, including follow-up on "near miss" incidents.

- Regularly reviewing all accidents, on-the-job injuries, or illnesses, and near miss incidents.
- Regularly evaluating the effectiveness of our safety program and making changes when needed.
- Promoting our company as a safe company to customers and the public.

Field Management

Our Account Managers are a critical link between management and our non-supervisory employees. Our supervisors' safety responsibilities include:

- Supporting and communicating our company's commitment to safety.
- Reviewing and understanding company safety policies and procedures.
- Enforcing all safety rules in a fair, consistent manner.
- Ensuring that tools, equipment, vehicles, facilities, and job-site work areas are safely secured during non-use periods.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Promptly investigating and recording all accidents, on-the-job injuries, or illnesses, near misses, and reports of hazards.
- Documenting (in writing) attendance at all safety meetings.
- Ensuring that all injuries receive prompt and appropriate medical attention.
- Ensuring that tools, equipment, vehicles, facilities, and job-site work areas are safely secured during non-use periods.
- Regularly inspecting vehicles, equipment, and job sites to identify potential unsafe conditions and work practices.

Crew Leaders

- Our crew leaders are responsible for ensuring that their crews operate safely by:
- Understanding company safety policies and procedures.
- Regularly inspecting vehicles, equipment, and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Ensuring that tools, equipment, vehicles, facilities, and job-site work areas are safely secured during non-use periods.
- Promptly reporting any accidents, on-the-job injuries, or illnesses, or near miss incidents.

All Employees

- All employees are responsible for:
 - Complying with all company safety rules and policies.
 - Working safely, all times and encouraging coworkers to do the same.
 - Always using Personal Protective Equipment (PPE) as required.
 - Promptly reporting any hazards or potential hazards to their supervisor or another manager.
 - Promptly reporting any accidents, on-the-job injuries, or illnesses, or near miss incidents.
 - Participating in safety training sessions and safety meetings.
 - Complying with all hazard warning signs.
 - Keeping safety guards and shields in place and not operating equipment if safety devices have been removed or disabled.
 - Conducting pre-trip and post-trip vehicle/equipment inspections.
 - Maintaining vehicles and equipment in good working condition.
 - Operating vehicles and equipment in a safe manner - and only after being properly trained.
 - Practicing good housekeeping to reduce the risk of injury to others.
 - Making suggestions to management about how we can be safer.

Teams -Risk Control & District Safety Task Force

Yellowstone Landscape has two main teams that oversee and ensure all safety policy and rules are abided by, and include:

Yellowstone Landscape Risk Control Team

Will meet one time per quarter and more often as needed. This team will review the company's overall risk control components including safety statistics and incidents, fleet and facilities initiatives, and disaster recovery plans. The risk control team will be responsible for driving forward initiatives as mandated by management and the corporate insurance companies as well as making recommendations for additional training and safety resources.

Local Safety Task Force

Will meet at least one time per month. This task force will review the local area's risk control initiatives and safety records. This task force will also prepare risk control recommendations for the quarterly Risk Control Team meetings. The Local Risk Control Liaison will be responsible for ensuring that the other components of risk control such as disaster recovery planning, subcontractor insurance agreements, and fleet and facilities requirements are followed through in the local area as well as communicating local recommendations to the Risk Control Team.

General Safety Rules

We are committed to maintaining a safe working environment and to reducing the risk of injury to our employees, customers, subcontractors, and the general public. In an effort to do that, Yellowstone Landscape has established the following safety rules, which all employees must follow. This list of rules is provided for convenience and is not intended to cover all aspects of safety conduct and behavior. Disregard for our company's safety rules is grounds for disciplinary action, including possible termination. If you are injured while working, notify your crew leader or other supervisor. He/she will see to it that you receive proper first aid and medical attention. Your supervisor will ensure that records are kept. All injuries, no matter how minor, must be reported so that they do not become more complicated or infected. All employees must abide by the following requirements:

Before Starting a Job

- Inspect work areas, equipment, and job sites for hazards before starting your work each day. Immediately report any unsafe conditions to your supervisor so that corrections can be made before you start work.
- Understand when hand signals are required. Make sure you thoroughly understand the signals before beginning a job. When in doubt, ask. Only one person at a time can give hand signals, and that person must be able to have a clear, unobstructed view.
- Do not work underneath or over others without first notifying them and seeing that the proper safeguards are in place.

Dress

- When appropriate, dress according to our job standards. If you are working in the field, this includes long pants and long-sleeved shirts; socks; boots or shoes (depending on the activity) with sturdy, nonslip soles (steel-toed boots for landscape construction and specified maintenance work); chemical-protection clothing and footwear when handling chemicals; and a hat for sun protection during the hot summer months. Tennis shoes, sandals, and other lightweight shoes are not allowed at any time.
- Do not wear jewelry, drawstrings, or loose or frayed clothing when operating or working near powered machinery or equipment.
- Know that hard hats must be worn around all building construction and wherever a potential overhead hazard exists.
- Always wear a safety vest.

General

- Always think safety. Do not distract coworkers or engage in rough housing, horseplay, fights, or similar activities that increase the chances of an accident.
- Do not take shortcuts and do not run.
- Do not allow children on job sites.
- Always use the Personal Protective Equipment (PPE) - safety glasses, goggles, earplugs, gloves, hard hats, etc. - that has been assigned for the task. If your Personal Protective Equipment (PPE) does not fit properly, immediately tell your supervisor so that it can be replaced.

- Immediately report all accidents, on-the-job injuries, or illnesses, and near-miss incidents to your supervisor or another manager. Know the location of first-aid kits and who and how to call for emergency medical help.
- Always use appropriate fall protection if not working at ground level.
- Ensure that all loads are covered with a tarp and secured, and that the truck can handle the weight of the load.
- Report wet conditions on hills or other slopes to your supervisor for an evaluation before mowing.
- Tobacco use is not permitted on company property, in company vehicles, or on company job sites at any time.

- Only use chemicals if you have been properly trained in their use. Store chemicals in their original container and in their proper locked location. Do not eat, drink, or smoke when handling chemicals or when working in areas where chemicals are stored.
- Know that our company has a drug and alcohol-free workplace policy.
- Do not bring weapons of any kind onto our property, into company vehicles, or onto job sites.
- Lift correctly to avoid sprains, strains, and back injuries. Always lift within your limits and never lift or move an object that weighs 50 pounds or more by yourself. Seek assistance from a coworker for heavy loads. You also must comply with our company's stretching program standards.
- Always practice good housekeeping. Keep your work area and job sites free of objects and debris that could be tripping hazards. Do not allow oil, water, or other substances to remain on floors so they become slip hazards. Return all tools and equipment to their proper location at the end of the day.
- Follow our company's procedures in the event of an emergency. Become familiar with the location of fire extinguishers, emergency exits, and so on. Know how to call for outside emergency help. Do not block exits, fire doors, fire extinguishers, gas meters, or electrical panels at any time.

Equipment

- Only operate vehicles and equipment after you have been trained. Use seat belts whenever available. When you are on equipment (such as a zero-tum mower) with a roll bar that is in the folded down position. If you must fold down a roll bar, return it to its upright and locked position as soon as possible.
- Do not remove or disable guards, shields, or other safety devices unless you are authorized to do so. Never bypass a safety device.
- Promptly report any missing or damaged safety devices to your supervisor. Do not operate equipment with missing or defective safety devices until they have been replaced.
- Only repair equipment if you are authorized to repair it. Ensure that our company's written lockout/tag out procedures are followed before any cleaning, adjustments, or repairs begin.
- Personal use of company vehicles or equipment is not permitted.
- Never ride or let a passenger ride in the bed of a truck, in the bucket of a skid-steer loader, or on the forks of a lift truck.
- Do not allow passengers on any equipment and do not allow unauthorized people (non-company employees, relatives, friends, etc.) to operate company vehicles or equipment.
- Turn off vehicles and equipment when they are not in use. Take the keys with you. Do not leave equipment unattended.
- Never stand between two pieces of equipment or under any hoisted equipment or material.
- Do not use a cell phone when operating vehicles or equipment unless it is an emergency, and you cannot safely stop to call for emergency help. Also, do not engage in other unsafe activities (such as taking notes, reading maps, etc.) when operating vehicles or equipment.
- Use cones, barricades, and other warning devices provided when working in traffic areas. Do not park vehicles or equipment where they are likely to be struck by other vehicles or equipment.

Statement of Corporate Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 6000 clients from 61 local branch operations facilities across 8 states in the South and Southwest. In 2019 Yellowstone's growth reached a level that made us the largest, privately-owned landscape service company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$540,000,000 in 2023. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$50 million, with bonding capacity up to \$60 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:

Kyle Blummer

Antares Capital, L.P.

Chicago, IL 60661

P: 312-638-4042

WORK SAMPLE

Client: Richland County Recreation Commission

Location: St. Andrews Park / Friarsgate Park / Ballentine Park

Description of Work

Ground maintenance (including mowing, weed eating, edging, blowing, trail maintenance, pruning, chemical applications, turf care management program). Seasonal flower management and ground cover applications (pine straw). Irrigation inspections and repairs. Tree care services.

Team Member Roles and Responsibilities

- Branch Manager: Oversight of management staff and branch assets
- Business Development Manager(s): Development of pricing and plan based on client specifications.
- Office Manager: Management of billing, asset purchasing, and employee onboarding.
- Account Manager(s): Responsible for customer satisfaction, quality control, and conflict resolution.
- Production Manager(s): Manage scheduling of crews, optimal routing of trucks, and Safety Practices.
- Superintendent(s): Onsite leadership of crew(s) to ensure completion of work specifications.
- Crew Leader(s): Management of truck specific equipment and personnel to ensure all assets make it to the job and are functioning in a safe manner.
- Crew Member(s): Carry out individual grounds maintenance tasks to ensure specifications are completed.

Equipment List / Asset List

Mowers - 38

- ExMark Vertex 52" – 2
- Hustler – 104" – 2
- Hustler – 60" Walk Behind – 2
- Hustler – 60" Zero Turn – 6
- John Deer – 72" - 2
- John Deere Z930M 60" – 12
- John Deere Z930M 54" – 4
- John Deere – 36" Stand Up – 1
- John Deere 48" Stand Up – 2
- Hustler 52" Stand Up – 4
- Hustler 72" Zero Turn – 1
- Toro Self Propelled 30" – 10
- Battery Push Mower – 2
- Battery Stick Equipment – 6

Ditch Witch Skid Steer Bush Hog 60" – 1

Stihl 2 Cycle equipment (blowers, edgers, trimmers, etc.) – 108

Chainsaw – 4

Pole Saw – 4

Fleet Vehicles comprised of landscape body, manager vehicles, and service body trucks – 23

Equipment trailers used to transport various pieces of equipment – 2

Z-Max ride on sprayer equipped with 50-gallon capacity tank and 100 lb. fertilizer hopper – 1

Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscaping Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Arizona's Best Landscape Management
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC

Gleason Johndrow Landscaping, LLC
Davis Landscape Company LLC
Townscapes, LLC
Green Pastures Landscape Company, LLC
Northwest Landscaping, LLC - Effective 4/5/2024
Greenery NYC, Inc - Effective 5/1/2024
Elegant Lawn Care, LLC - Effective 6/4/2024
Rainmaker Irrigation & Landscaping, LLC - Effective 6/5/2024
Boren's Grass Groomers, LLC - Effective 8/1/2024
Frank Carson Landscape & Maintenance, LLC - Effective 12/4/2024

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Yellowstone Landscape, Inc.	
	2	Business name/disregarded entity name, if different from above. Yellowstone Landscape - Southeast LLC	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions. 3235 N. State Street, PO Box 849	Requester's name and address (optional)
	6	City, state, and ZIP code Bunnell, FL 32110	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
8	0		-	0	1	4	4	2	0	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Chris Roberts</i>	Date 1/29/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

References

Property / Client Name: Chestnut Street Medians / Orangeburg County

Services Provided: Landscape Maintenance, Enhancements

Length of Time on the Job: First Year of Contract

Contact Name: Tim Seagraves / Facilities Maintenance Director

Email: tseagraves@orangeburgcounty.org

Phone Number: 803-553-6069

Property / Client: Interstate I77/I20 Interchanges / City of Columbia

Services Provided: Landscape Maintenance, Enhancements

Length of Time on Job: Three Years

Contact Name: Brian Neiger

Email: brian.neiger@columbiasc.gov

Phone: 803-545-3863

Property / Client: Richland County Recreation Commission

Services Provided: Landscape Maintenance, Enhancements, Tree Care

Length of Time on Job: 1.2 years

Contact Name: JoVaughn Gilbert – Maintenance Supervisor

Email: jovaughn.gilbert@rcrc.state.sc.us

Phone: 803-741-7272 ext. 203

Property / Client: Orangeburg Calhoun Technical College

Services Provided: Bed Maintenance, Enhancements, Tree Care

Length of Time on Job: First Year of Contract

Contact Name: Laney Cornelius / Buildings and Grounds

Email: CorneliusML@octech.edu

Phone: 803-535-1335

SECTION 12: CONTRACT TERM

The initial contract period shall be **one (1) year** beginning on or about **December 1, 2025**, and ending **November 30, 2026**.

The City reserves the right to renew the contract for up to **two (2) additional one-year terms** upon mutual agreement between the City and the Contractor, subject to satisfactory performance, availability of funds, and compliance with all terms and conditions.

Either party may decline renewal by providing written notice at least **sixty (60) days** prior to the end of the current contract term.

SECTION 13: PERFORMANCE REVIEW & PENALTIES

Performance Monitoring

- The City of Orangeburg Parks and Recreation Department will conduct periodic inspections of all contracted sites to ensure compliance with the scope of work.
- Contractors are expected to maintain all areas in a neat, attractive, and professional manner at all times.
- The City reserves the right to document deficiencies with written notices and photographs.

Corrective Action

- Upon receipt of a deficiency notice, the Contractor shall correct the issue within **three (3) business days**, unless otherwise agreed to in writing.
- If deficiencies are not corrected within the specified timeframe, the City reserves the right to:
 1. Withhold payment until corrections are made;
 2. Deduct a reasonable amount from the invoice for incomplete or substandard work; or
 3. Obtain services from another provider at the Contractor's expense.

Penalties

- Repeated deficiencies (defined as three or more within a 60-day period) may result in:
 - Monetary deductions of up to **10% of the monthly invoice**;
 - Placement on probationary status; or
 - Contract termination in accordance with the terms of this RFP.

Annual Review

- Contractor performance will be formally reviewed **annually**, prior to renewal consideration.
- Performance factors will include quality of work, responsiveness, compliance with safety standards, and overall professionalism.
- Unsatisfactory performance may result in non-renewal of the contract, regardless of term options.

APPENDIX A: COST PROPOSAL FORM

All proposers must complete this form and include it with their submission. Costs should include **all labor, materials, equipment, transportation, insurance, supervision, and other expenses** necessary to perform the work as described in the Scope of Services.

Company Name: Yellowstone Landscape
Contact Person: Ashley Kearnes
Phone/Email: (803)612-9368 /akearnes@yellowstonelandscape.com

A. BASE SERVICES (Bi-Weekly Visits)

Location Group	Monthly Cost	Annual Cost (26 Visits)
Group 1	\$ <u>1,140</u>	\$ <u>13,680</u>
Group 2	\$ <u>3,445</u>	\$ <u>41,340</u>
Group 3	\$ <u>6,763</u>	\$ <u>81,156</u>
TOTAL BASE COST	\$ <u>11,348</u>	\$ <u>136,176</u>

B. OPTIONAL SERVICES (As Needed / By Quote)

Please provide hourly or unit pricing for the following optional services:

Service	Unit	Cost
Shrub & Tree Trimming (beyond bi-weekly scope)	Per Hour	\$ <u>60.00</u>
Chainsaw/Tree Removal Work	Per Hour	\$ <u>75.00</u>
Mulch Installation	Per Cubic Yard	\$ <u>72.00</u>
Pine Straw Installation	Per Bale	\$ <u>7.25</u>
Weed Control Barrier Installation	Per Square Foot	\$ <u>.50</u>

C. ADDITIONAL INFORMATION

1. Do your prices include disposal of yard debris, clippings, and trash?
 - o Yes No (If no, explain): _____
2. Will fuel surcharges or other fees apply?
 - o Yes No (If yes, provide details): _____
3. Do you offer discounted pricing for multi-year renewals?
 - o Yes No (If yes, explain): 1% per year can be discounted – up to three years

Authorized Signature: Ashley Kearnes
Title: Business Development Manager **Date:** 10/16/2025

CLIENT NAME: City of Orangeburg Parks and Recreation

BILLING ADDRESS: 1099 Russell Street
Orangeburg, South Carolina 29115

PROPERTY CONTACT: Shawn Taylor

PROPERTY CONTACT EMAIL: shawn.taylor@orangeburg.sc.us

PROPERTY CONTACT PHONE: (803) 533-6020

CONTRACT EFFECTIVE DATE: 12/1/2025

CONTRACT EXPIRATION DATE: 11/30/2026

INITIAL TERM: One Year

PROPERTY NAME: City of Orangeburg Parks and Recreation

PROPERTY ADDRESS: Multiple City Maintained Areas

CONTRACTOR: Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

YELLOWSTONE CONTACT: Business Development Manager

YELLOWSTONE CONTACT EMAIL: akearnes@yellowstonelandscape.com

YELLOWSTONE CONTACT PHONE: (803) 612-9368

YELLOWSTONE SCOPE OF SERVICES: The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape in equal monthly installments billed in the amount(s) listed above upon receipt of invoice.

Unless otherwise agreed upon, charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape



Printed Name: Christopher Adornetti, Officer
Date: Not yet accepted

Accepted by: City of Orangeburg Parks and Recreation

 SIGNATURE
Shawn Taylor

Printed Name: Shawn Taylor
Date: Not yet accepted



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement ("Agreement") contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape's (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.**Price,**

Quality and Working Conditions: The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). To the extent applicable standard landscape maintenance practices conflict with conservation mandates, Yellowstone Landscape will furnish the Services in a manner consistent with such conservation mandates and/or state or local regulations. Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

Access: Access during normal business hours and other reasonable periods of time, including, but not limited to, when necessary for after-hours emergencies, shall be furnished to areas necessary to complete work or related functions as outlined in this Agreement in a safe and efficient manner. Client will notify Yellowstone Landscape in writing of any limitation on access to the Property as soon as possible, and in any event at least 48 hours prior to any scheduled delivery of services, goods, or materials. If access is not available, Client will be notified via email and a visit charge may be assessed.**Utilities:** All utilities shall be provided by the owner of the Property or Client.

Bio-Hazards: Yellowstone Landscape shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards at the Property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids and will not be handled by Yellowstone Landscape employees or contractors at any time. Yellowstone Landscape shall only be obligated to report/communicate any observations of potential bio-hazards to Client for the appropriate removal by others, unless otherwise arranged.

Change in Ownership: Client shall provide written notice to Yellowstone Landscape of any proposed change in the ownership or management of the Property at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Property shall not relieve Client of its obligations hereunder, including, but not limited to, the payment of any amounts due, or to become due, hereunder.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to the address indicated on the invoice. In addition, if the Services include pricing for work including, but not limited to, mulch, pine straw, chemicals, flowers, irrigation or any other type of seasonal or periodic work ("Periodic Work"), and this Agreement is terminated early for any reason, whether during the Initial Term or any subsequent term after such work has been performed, Client shall owe Yellowstone for the full contract value of such Periodic Work, notwithstanding any agreement to spread such payment over a longer period.

Termination: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of such a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing. Yellowstone may terminate this agreement at any time upon 30 days' written notice to Client. Upon termination of this Agreement for any reason, Client shall pay Yellowstone for all Services performed to the effective date of termination.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law. Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, Florida for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, Florida. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, Florida.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, Florida for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, Florida. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, Florida.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance. Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. If requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for economic, incidental, consequential, special or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation). Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Increased Costs/Additional Services: Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Prevailing Provisions: In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.

Vehicle Recording Devices: Client acknowledges and agrees that Yellowstone's vehicles may contain recording devices, and both video and audio recordings may be made during the provision of services hereunder.



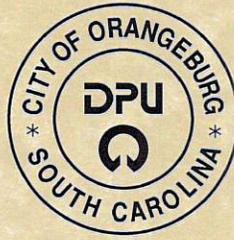
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LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

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RESOLUTION

WHEREAS, Jim G. Riley, faithfully served the Department of Public Utilities of the City of Orangeburg for thirty-one years, three months, and nineteen days with a retirement date of December 19, 2025; and

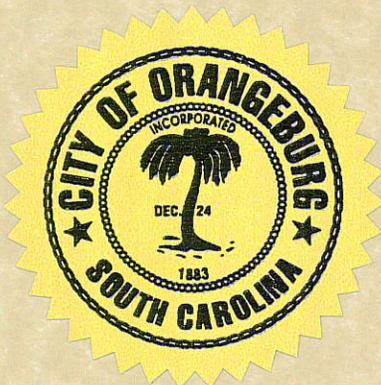
WHEREAS, he, through his long and faithful service contributed greatly to the successful operation of the City of Orangeburg; and

WHEREAS, the City Council, in recognition of the fine contribution rendered to 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 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 in recognition of his services.

PASSED BY the City Council of the City of Orangeburg, State of South Carolina, this 6th day of January 2026.



Michael C. Beith

Mayor

[Signature]

[Signature]

Sandra P. [Signature]

[Signature]

[Signature]

[Signature]

Members of Council

ATTEST:

Rinda McDaniel

City Clerk



RESOLUTION

WHEREAS, James N. Hill, Jr., faithfully served the Department of Public Utilities of the City of Orangeburg for twenty-eight years, two months, and nineteen days with a retirement date of December 19, 2025; and

WHEREAS, he, through his 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 to 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 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 in recognition of his services.

PASSED BY the City Council of the City of Orangeburg, State of South Carolina, this 6th day of January 2026.



Michael C. Butler

Mayor

[Signature]

ATTEST:

Linda McDaniel

City Clerk



RESOLUTION

WHEREAS, Benjamin F. Jones, faithfully served the Department of Public Utilities of the City of Orangeburg for thirty-six years, three months, and sixteen days with a retirement date of December 26, 2025; and

WHEREAS, he, through his 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 to 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 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 in recognition of his services.

PASSED BY the City Council of the City of Orangeburg, State of South Carolina, this 6th day of January 2026.



Michael C. Butts

Mayor

[Signature]

[Signature]

Sanctia P. [Signature]

[Signature]

[Signature]

[Signature]

Members of Council

ATTEST:

Luida M. Daniel

City Clerk