

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF ORANGEBURG, SOUTH CAROLINA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 1987 AS ENACTED BY THE CITY OF ORANGEBURG ON FEBRUARY 2, 1988.

BE IT ORDAINED by the Mayor and Council Members of the City of Orangeburg, South Carolina in Council assembled:

That the ordinance to raise revenue and adopt a budget for the City of Orangeburg, South Carolina for the fiscal year ending September 30, 1987, is hereby amended to further provide for additional expenditures.

This would increase the capital accounts in the Hillcrest, Police and Parks and Recreation Departments by \$61,258 and the capital account in the Fire Department by \$92,303 and decrease the fire equipment account by \$50,000. This would change our total budget allotment from \$5,129,263 to \$5,232,824. The additional funds would come from the reserve fund through an increase in the cash transfer amount (\$783,651 to \$887,212).

PASSED IN COUNCIL ASSEMBLED this the second day of February, 1988.

E. O. Henderson
MAYOR

W. Brett Selby

Sam A. [unclear]

James [unclear]

Hubert W. Bradley Jr
CITY COUNCIL

ATTEST:

[Signature]
CITY CLERK

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE I OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG,
FOR THE PURPOSE OF CHANGING THE ELECTION PROCEDURES
FOR COUNCIL MEMBERS BY AMENDING SECTIONS 2-3 AND 2-4 THEREOF
AND BY ADDING A NEW SECTION 2-5,
AND SETTING THE DATE FOR A SPECIAL ELECTION TO
IMPLEMENT THE AMENDED PROCEDURES

WHEREAS, the City of Orangeburg has heretofore elected its mayor and council members by at-large, nonpartisan elections, and

WHEREAS, the City's election procedures have been the subject of recent litigation and the City has agreed to amend its election procedures in response to said litigation,

NOW, THEREFORE, BE IT ORDAINED by City Council duly assembled, that Chapter 2, Article I of the Code of Ordinances, City of Orangeburg, State of South Carolina is hereby amended and after amendment Sections 2-3, 2-4 and a new Section 2-5 shall read as follows:

Section 2-3. Council form of government adopted.

The council form of municipal government, with a mayor and six (6) council members, with all elections for mayor being nonpartisan, at-large and all elections for council members being nonpartisan, single-member, the council members being elected to staggered terms of office for four-year terms, is hereby adopted for the City of Orangeburg.

Section 2-4. Election procedure for mayor and council members.

For all regular and special elections for the offices of mayor and council members of the City of Orangeburg nominating petitions for said

officers shall be filed with the Municipal Election Commission at least forty-five (45) days prior to the date for the election and shall bear the signatures of not less than five (5%) percent of the qualified electors of the municipality for the office of mayor and five (5%) percent of the qualified electors of each respective council district for the office of council. The supervisor of registration shall certify the nominees to the Municipal Election Commission thirty (30) days prior to the election. All general elections shall be held on the second Tuesday of the month of September of each election year. No political party affiliation shall be placed on any ballot for any candidate.

Section 2-5. Municipal district lines for election of council members.

The City does hereby establish six (6) municipal districts which are designated as Districts 1 through 6 on a map thereof dated February 1, 1988, and made a part hereof by reference, said map being filed in the Clerk's office for the City of Orangeburg. For all regular and special elections for the offices of council members of the City of Orangeburg held after March 1, 1988, a candidate for said office shall be a resident of the district from which the candidate seeks office and each council member shall continue to be a resident of that particular district during the entire term of office and shall comply with all requirements of Section 5-15-20 of the 1976 Code of Laws for the State of South Carolina.

BE IT FURTHER ORDAINED that for the purpose of implementing the above amended election procedures, a special election shall be held on the 2nd Tuesday of September, 1988, for the election of council members from each of the above six (6) districts; provided, that if ninety (90) days before said election the Municipal Election Commission determines that there will exist on the day of election not more than one (1) incumbent council member with an unexpired term in any district, said council member shall be permitted to serve his or her unexpired term and no election shall be held for said council position. The special election for council members from districts 2, 4, and 6 shall be for a term which

will expire on the 2nd Tuesday of September, 1991, or until their successors are elected and duly qualified, and the election for council members from districts 1, 3, and 5 shall be for a term which will expire on the 2nd Tuesday of September, 1989, or until their successors are elected and duly qualified.

PASSED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG,
SOUTH CAROLINA, THIS THE 1st DAY OF MARCH, 1988.

E. O. Sanderson
MAYOR
W. Sherette Dally
Larry H. Alexander
Thomas B. Johnson
CITY COUNCIL

ATTEST: [Signature]
CITY CLERK

Six-Member District Map

AN ORDINANCE TO AMEND AN ORDINANCE AS ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG ON THE 18TH DAY OF MAY, 1954, FOR THE PURPOSE OF REGULATING AND RESTRICTING WITHIN THE CORPORATE LIMITS OF ORANGEBURG, SOUTH CAROLINA, THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE PERCENTAGE OF LOT THAT MAY BE OCCUPIED, THE SIZE OF YARDS, COURTS, AND OTHER OPEN SPACES, THE DENSITY OF POPULATION AND THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES.

BE IT ORDAINED by the Mayor and City Council of the City of Orangeburg, in Council assembled, and by authority of same; That portion of above ordinance entitled "Section 3" ESTABLISHMENT OF ZONING DISTRICTS" be amended to make the following changes in district classification:

Change from "A-2 Residential to D-1 Industrial" all those certain parcels of land situate, lying and being inside the city limits of Orangeburg, South Carolina, and being bounded as follows: On the northeast by Barton SE measuring five hundred and seven (507) feet, more or less; on the southeast by Dukes SE measuring six hundred and sixty-seven (667) feet, more or less; on the southwest by Ashley SE measuring two hundred fifty and six tenths (250.6) feet; again on the southeast by Jennings SE measuring thirty-six and three tenths (36.3) feet; again on the southwest by property of Carol S. Sifly measuring ninety-five and nine tenth (95.9) feet; again on the southeast by property of Carol S. Sifly measuring forty (40) feet; again on the southwest by property of Carlson Austin measuring two hundred twenty and four tenths (220.4) feet; and on the northwest by Sellers SE measuring six hundred and sixty-five (665) feet, more or less.

Change from "A-2 Residential" to "B-1 Business" all those certain parcels of land situate, lying and being inside the city limits of Orangeburg, South Carolina and being bounded as follows: On the northeast by property of Orangeburg Cemetery Association measuring five hundred and twelve (512) feet, more or less; on the southeast by property of Dr. C. I. Green measuring one hundred and twenty-three (123) feet, more or less; on the southwest by Seaboard SW measuring five hundred twenty-three and two tenths (523.2) feet, more or less, and on the northwest by Bull SW measuring one hundred and thirty-three (133) feet, more or less.

PASSED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, THIS 7th DAY OF JUNE, 1988.

E. O. Anderson's
MAYOR
W. H. Sellers
Sam H. Reynolds
Henry B. Finson
Arthur W. Bradley Jr
MEMBERS OF COUNCIL

ATTEST:
[Signature]
City Clerk

AN ORDINANCE TO LEASE TO THE ORANGEBURG CHAMBER OF COMMERCE
THE LOT AND BUILDING KNOWN AS THE "CHAMBER BUILDING"
LOCATED ON U. S. HIGHWAY 301 IN THE CITY OF ORANGEBURG,
STATE OF SOUTH CAROLINA.

Be it enacted by City Council, duly assembled, that the City of Orangeburg enter into a Lease Agreement with the Orangeburg County Chamber of Commerce for the lease of the "Chamber Building" located on U. S. Highway 301 in the City of Orangeburg, State of South Carolina on a year to year basis at the annual rental of three (3%) percent of said Chamber's annual dues and pursuant to other terms and conditions of said Lease Agreement attached hereto and made a part hereof by reference.

Be it further enacted that the City Administrator shall have the authority to execute said Lease Agreement on behalf of the City of Orangeburg and any other documents necessary in the furthurance hereof.

PASSED by the City Council of the City of Orangeburg, State of South Carolina this the 20th day of June, 1988.

E. O. Fenderson
MAYOR

W. Betty Selley

Sara H. Alexander

Henry J. Emerson

Helen W. Bradley, Jr.
CITY COUNCIL

ATTEST

[Signature]
City Clerk

STATE OF SOUTH CAROLINA,)
)
COUNTY OF ORANGEBURG.)

LEASE AGREEMENT

City of Orangeburg,
Lessor,

and

Orangeburg County Chamber
of Commerce,

Lessee.

THIS AGREEMENT made this 20th day of June, 1988, by and between the City of Orangeburg, hereinafter referred to as Lessor, and Orangeburg County Chamber of Commerce, hereinafter referred to as Lessee. In consideration of the rental, covenants and conditions hereinafter set forth, and intending to be legally bound thereby, Lessor and Lessee do hereby covenant and agree as follows:

1. The Lessor does hereby lease and demise unto the Lessee, and the Lessee does hereby take and hire from the Lessor, upon and subject to the terms, conditions, covenants and provisions hereinafter set forth, those certain buildings located on all that certain piece, parcel or lot of land, situate, lying and being on U. S. Highway 301 (John C. Calhoun Drive), City of Orangeburg, County of Orangeburg, State of South Carolina, being commonly called the "Chamber Building" and more particularly set forth and shown on Exhibit "A" attached hereto and made a part hereof by reference. In addition, Lessor shall permit Lessee at such times as same does not interfere with or hinder Lessor in the performance of public duties, or the furthurance of public interests or convenience, or the improvement of said properties, to use the adjoining, vacant and unimproved lands identified on Exhibit "A" with diagonal lines, for vehicular parking purposes only.

2. To have and to hold the demised premises for a term of one (1) year, commencing on the 1st day of June, 1988,

and ending on the 31st day of May, 1989 and annually thereafter on a year to year basis. Lessee shall provide the Lessor an annual report of the use of said premises. Subsequent thereto, Lessor may hold a public hearing on the use of said premises, and if in the opinion of its Council the demised premises shall be necessary or useful to the Lessor in the performance of public duties, or the furtherance of public interests or convenience, then in such event, Lessor may terminate this lease by giving ninety (90) days written notice to Lessee.

3. The Lessee shall pay to the Lessor as rental for the demised premises an annual rental of three (3%) percent of the Lessee's annual dues as reported in the previous annual financial audit of Lessee's transactions.

4. Unless the previous written consent of the Lessor is obtained, the Lessee shall use the demised premises during the term of this lease for the purpose of maintaining its administrative offices therein and in furtherance of its activities.

5. The Lessee covenants and agrees to make all normal repairs to the demised premises and to keep the same in a good state of repair and condition, ordinary wear and tear excepted at all times during the term of this lease. Lessor agrees to make all necessary structural repairs to the buildings, including roof repairs, and all necessary major maintenance repairs to the heating and air conditioning systems. A major maintenance repair on the heating and air conditioning system shall be any repair in excess of Five Hundred (\$500.00) Dollars. However, Lessee shall make no alterations, decorations, installations, additions or improvements in or to the demised premises without Lessor's prior written consent, and then only by contractors or mechanics approved by the Lessor. All of same shall become the property of the Lessor and shall remain upon, and be

surrendered with said premises as a part thereof upon the expiration or termination of this agreement

6. Upon the expiration or termination of this lease, Lessee shall surrender the demised premises to Lessor in as good order and condition as at the commencement of the original term, reasonable wear and tear or damage by other casualty and the elements excepted.

7. Lessee may assign this lease only with the written consent of the Lessor which shall not be unreasonably withheld.

8. The Lessee agrees to indemnify and/or hold and save the Lessor harmless at all times during the original term and any extension hereof from and against any and all loss, damage, cost or expense on account of any claim for any injury (including death) or damage either to person or property sustained by the Lessee, its agents, servants, guests, invitees or by any other person which arises out of the use and occupancy of the demised premises by the Lessee. In connection herewith, Lessee shall, at its own cost and expense, provide and keep in force for the benefit and protection of the Lessor, as their respective interests may appear, and with the Lessor as an additional named insured, a general liability policy or policies in standard form protecting the Lessee and Lessor against any and all liability occasioned by accident or disaster with limits of not less than \$500,000.00.

9. The Lessor covenants and agrees to carry fire and extended coverage insurance on all improvements on the demised premises against hazards customarily insured against by fire, with Lessee carrying such insurance on its contents and fixtures.

10. If the Lessee continues in default for a period of ten (10) days after notification by the Lessor of the failure to pay when due any installment of rent required hereunder, or if the Lessee continues in default for a

period of ten (10) days after written notice from the Lessor specifying the nature of default of any failure of the Lessee to perform any other of its obligations or covenants hereunder, then the Lessor, at their option, may terminate this lease by ten (10) days written notice to the Lessee, whereupon Lessor may declare this lease breached and terminated and take immediate possession of the premises, including all improvements and additions made thereto by Lessee. These remedies shall be in addition to any others provided by law.

11. In addition to the rental payments to be paid to the Lessor by the Lessee hereunder, Lessee shall make payment of all sums due on account of utility services provided to the demised premises, including but not limited to, water, gas and electric and telephone as they shall accrue and be due and payable.

12. Lessee shall not install and maintain signs on the demise premises without the written consent of Lessor.

13. Lessee agrees to indemnify and hold Lessor harmless against any expenses, loss or liability paid, suffered, or incurred as a result of any breach by Lessee of any covenants or conditions of this lease or the negligence of the Lessee, its agents or employees.

14. The Lessee agrees to pay all attorney's fees and other expenses and costs incurred by Lessor in enforcing any of the obligations under this lease.

15. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This lease shall not be modified or amended in any way except by a writing executed by both parties.

16. If any term or provision of this lease or the application thereof shall be invalid or unenforceable, the

remainder of this lease or the application of such terms or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned parties have caused this lease to be executed this date and year first above written.

IN THE PRESENCE OF:

Paulette J. Rush

Bonnie J. Thomas

THE CITY OF ORANGEBURG,
LESSOR

By: E. O. Pendergrass
Mayor

Attest: [Signature]
City Clerk

ORANGEBURG COUNTY CHAMBER
OF COMMERCE, LESSEE

By: [Signature]
Its President

AN ORDINANCE TO AMEND SECTION 6-4 OF THE CODE OF ORDINANCES, CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA FOR THE PURPOSE OF INCREASING THE MEMBERSHIP OF THE CITY INDUSTRIAL DEVELOPMENT COMMISSION.

BE IT ORDAINED by the Mayor and City Council of the City of Orangeburg, in Council duly assembled, and by authority of same, that Section 6-4 of the Code of Ordinances, City of Orangeburg, State of South Carolina is hereby amended to read as follows:

"SECTION 6-4. Composition. The Commission shall consist of seven (7) members. Each member of the commission shall be a qualified elector of the County of Orangeburg at the time of his appointment and during his incumbency. In addition, the Manager of the Department of Public Utilities of the City of Orangeburg and the Executive Director of the Orangeburg County Chamber of Commerce shall serve as ex-officio, non-voting members."

PASSED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA, THIS THE 2nd DAY OF AUGUST, 1988.

E. O. Sanderson
MAYOR
W. Keith Kelly
Sam H. Alexander

Hulbert W. Bradley Jr.
CITY COUNCIL

ATTEST:

[Signature]
CITY CLERK

AN ORDINANCE TO AMEND CHAPTER 27, ARTICLE I, SECTION 27-3
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG,
STATE OF SOUTH CAROLINA, FOR THE PURPOSE OF
DEFINING THE AUTHORITY AND DUTIES OF THE MANAGER OF THE
DEPARTMENT OF PUBLIC UTILITIES

BE IT ENACTED in council duly assembled this 2nd day of
August, 1988, that Chapter 27, Article I, Section 27-3 of the
Code of Ordinances of the City of Orangeburg, State of South Carolina, is
hereby amended and after amendment shall read as follows:

"Section 27-3. Manager of the Department of Public Utilities.

The Department of Public Utilities shall operate under a manager who shall be appointed by City Council and who shall be directly responsible to and who shall report directly to City Council for the total operation and management of the Department of Public Utilities. He shall be known as the Manager of the Department of Public Utilities. Prior to the beginning of each fiscal year, the Manager of the Department of Public Utilities shall submit an annual budget and a list of all capital improvement projects for the Department for the year. Upon the approval of said budget and capital improvement projects, the Manager shall be authorized to take whatever actions are necessary to implement said budget and complete said projects, including without limitation the authority to purchase and contract for all supplies, materials, labor and professional services needed for said purpose. All documents and contracts shall be executed in the name of the City of Orangeburg and signed by the Manager of the Department of Public Utilities. Provided, however, that all said documents and contracts shall be in compliance with the ordinances of the City of Orangeburg and all statutory laws and regulations. Provided further, that the Manager of the Department of Public Utilities shall be required to obtain separate council approval for any capital improvement project in excess of \$2,000,000.00 and any budget item in excess of \$250,000.00".

DONE AND RATIFIED by City Council for the City of Orangeburg, State
of South Carolina in council duly assembled this 2nd day of
August, 1988.

E. C. Henderson
Mayor
W. Kenneth Selley
Sara H. Alford
Members of Council
Members of Council

ATTEST:

[Signature]
City Clerk

ORDINANCE NO. 1988 - 7

AN ORDINANCE TO ADOPT A BUDGET FOR THE DEPARTMENT OF PUBLIC UTILITIES, CITY OF ORANGEBURG, SOUTH CAROLINA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 1989.

BE IT ORDAINED by the Mayor and Council Members of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same:

SECTION 1. That the prepared budget attached hereto, for the fiscal year October 1, 1988 - September 30, 1989, and the estimated revenue for payment of same is hereby adopted.

DONE AND RATIFIED BY THE CITY COUNCIL OF ORANGEBURG, SOUTH CAROLINA IN COUNCIL ASSEMBLED THIS 16th DAY of August, 1988.

E. J. Penderis
Mayor
W. Keith Selby
Sam H. Anderson
George B. Johnson

Members of Council

ATTEST:

[Signature]
City Clerk