

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

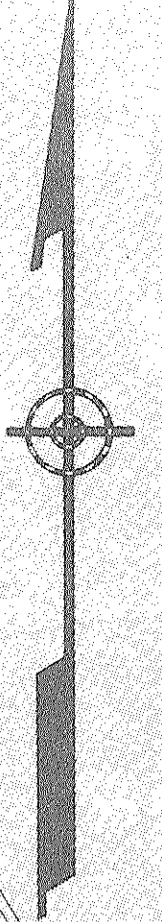
will expire on the 2nd Tuesday of September, 1991, or until their successors are elected and duly qualified, and the election for council members from districts 1, 3, and 5 shall be for a term which will expire on the 2nd Tuesday of September, 1989, or until their successors are elected and duly qualified.

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



FEBRUARY 01, 1988

SEE SEPARATE LEGEND FOR
CENSUS BOUNDARY SYMBOLS
TYPE STYLES
AND GEOGRAPHIC AREAS

REVISIONS			
DATE	TYPE	DATE	TYPE
45	075		
190	000		
281			
9745	32		

ORANGEBURG, S.C. AND VICINITY

ORANGEBURG COUNTY

LEGEND

- CITY LIMIT LINE
- QUADRANT DIVISION
- PROPERTY LINES
- POWER LINE ROW

SEE INSERT

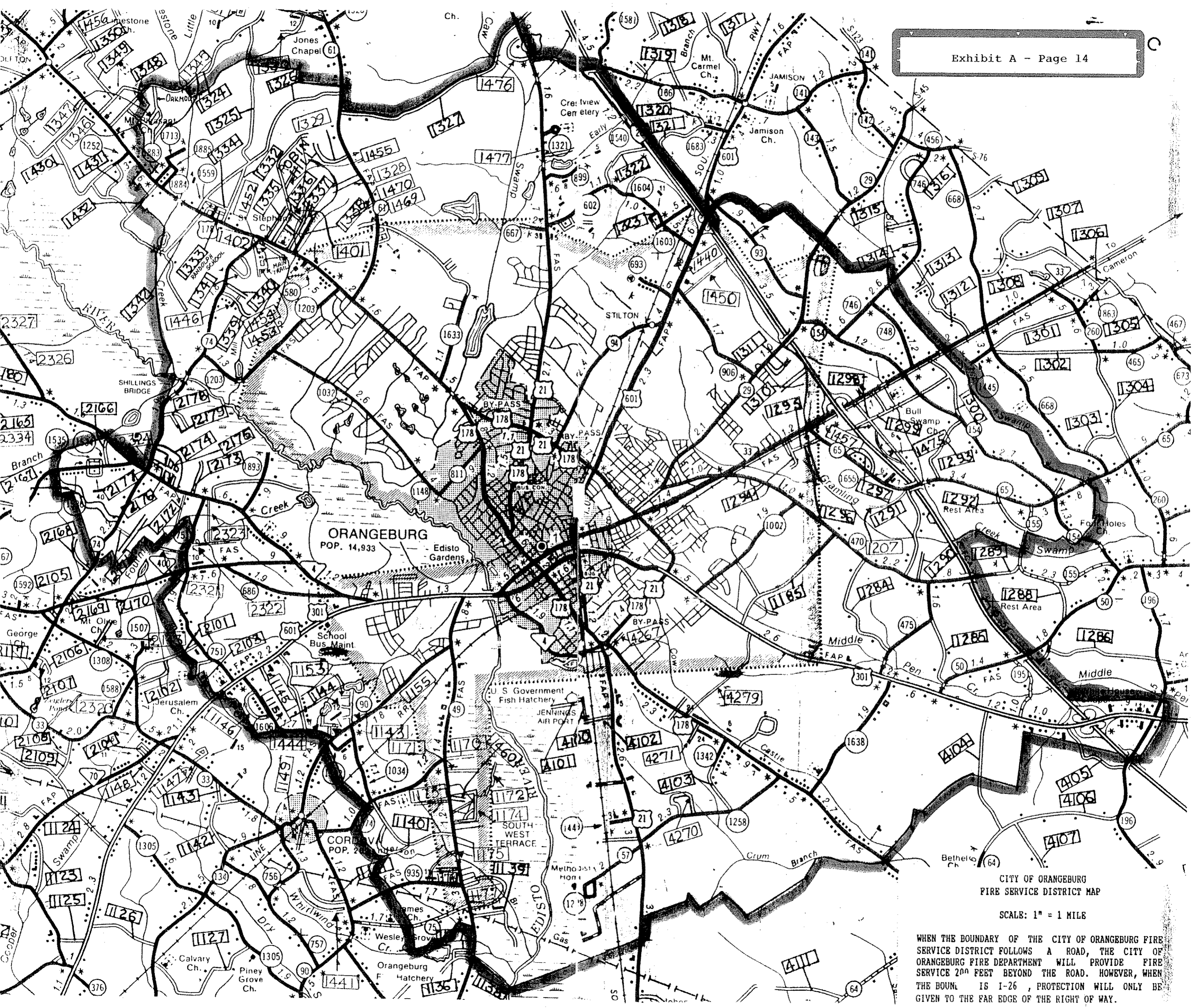
AIRPORT INSERT

MATCH LINE

6

1 MILE

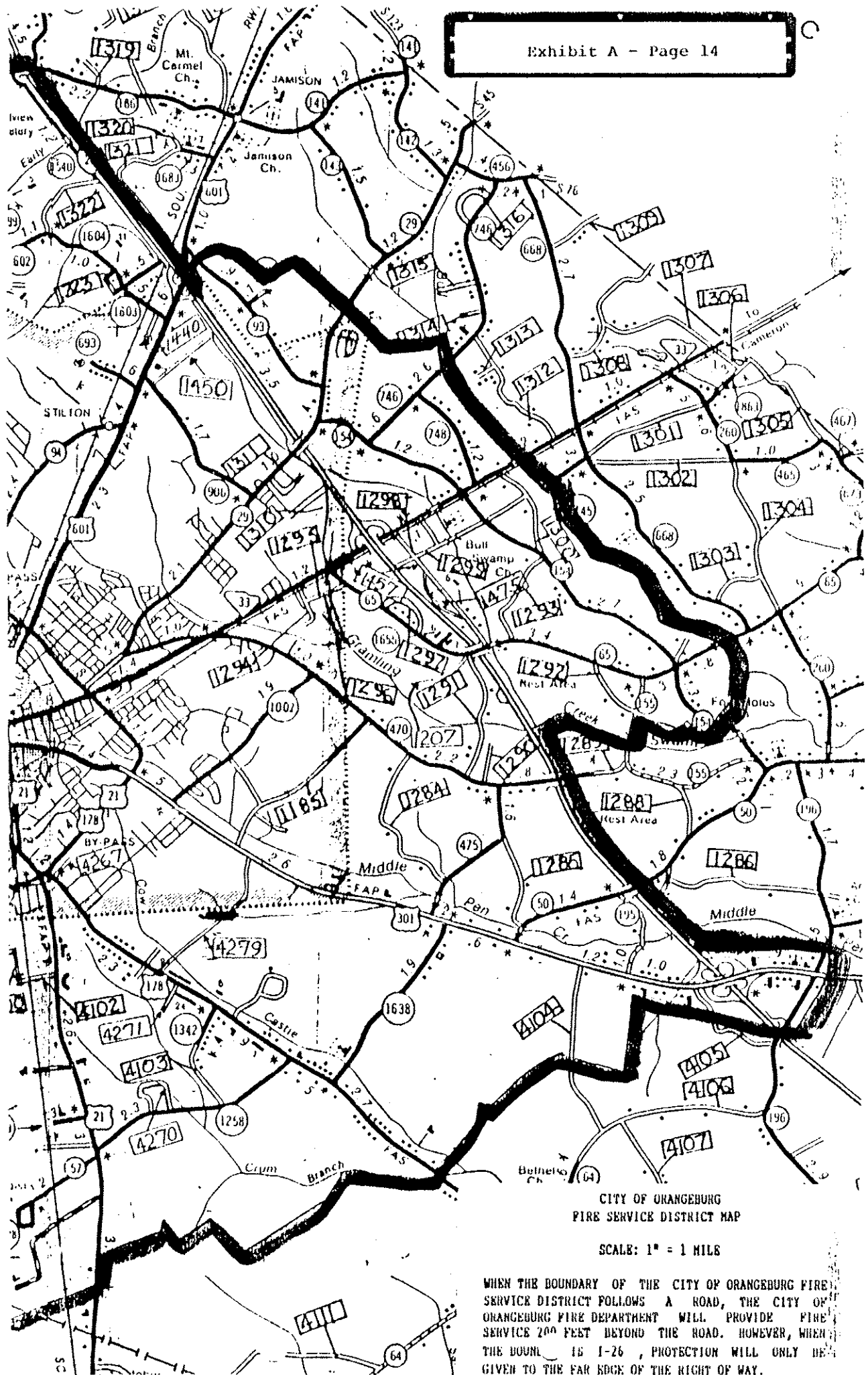




CITY OF ORANGEBURG
FIRE SERVICE DISTRICT MAP

SCALE: 1" = 1 MILE

WHEN THE BOUNDARY OF THE CITY OF ORANGEBURG FIRE SERVICE DISTRICT FOLLOWS A ROAD, THE CITY OF ORANGEBURG FIRE DEPARTMENT WILL PROVIDE FIRE SERVICE 200 FEET BEYOND THE ROAD. HOWEVER, WHEN THE BOUNDARY IS 1-26, PROTECTION WILL ONLY BE GIVEN TO THE FAR EDGE OF THE RIGHT OF WAY.



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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
Ann 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

Hubert 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. Pendergrass
Mayor
W. Keith Selley
Sam H. Anderson
George B. Johnson
Members of Council

ATTEST:

[Signature]
City Clerk

DEPARTMENT OF PUBLIC UTILITIES
CITY OF ORANGEBURG
PROJECTED BUDGET - 1989

	1988	1989	1988	1989	1988	1989	1988	1989	1988	1989
	ELECTRIC	ELECTRIC	GAS	GAS	WATER	WATER	WASTEWATER	WASTEWATER	TOTAL	TOTAL
OPERATING INCOME:										
GROSS BILLINGS	33,898,077.81	35,423,491.31	9,424,690.33	10,474,572.79	2,475,327.98	2,636,719.36	1,447,877.67	1,470,609.35	47,245,973.79	50,005,392.81
LESS, DISCOUNTS	(2,890,936.22)	(3,021,623.81)	(889,439.04)	(950,285.94)	(184,355.26)	(191,489.81)	(114,228.65)	(115,999.19)	(4,078,959.17)	(4,279,398.75)
NET BILLINGS	31,007,141.59	32,401,867.50	8,535,251.29	9,524,286.85	2,290,972.72	2,445,229.55	1,333,649.02	1,354,610.16	43,167,014.62	45,725,994.06
WATER AND SEWER TAPS	0.00	0.00	0.00	0.00	116,300.00	133,314.69	58,900.00	72,829.85	175,200.00	206,144.54
COUNTER SERVICE FEES	110,982.34	119,860.93	46,177.24	49,871.42	11,509.51	12,430.27	7,783.26	8,405.92	176,452.35	190,568.54
MISCELLANEOUS SALES & SERVICES	97,915.58	105,748.83	15,497.82	16,737.65	204,791.43	221,174.74	165,314.65	178,539.82	483,519.48	522,201.04
CHARGE OFF ACCTS COLLECTED	17,324.53	18,710.49	7,362.93	7,951.96	1,835.20	1,982.02	1,241.03	1,340.31	27,763.69	29,984.78
TOTAL INCOME	31,233,364.04	32,646,187.75	8,604,289.28	9,598,847.88	2,625,408.86	2,814,131.27	1,566,887.96	1,615,726.06	44,029,950.14	46,674,892.96
COST OF SALES:										
ELECTRICITY PURCHASED	23,019,286.11	24,055,153.98	0.00	0.00	0.00	0.00	0.00	0.00	23,019,286.11	24,055,153.98
NATURAL GAS PURCHASED	0.00	0.00	7,225,096.36	8,169,232.24	0.00	0.00	0.00	0.00	7,225,096.36	8,169,232.24
GROSS PROFIT	8,214,077.93	8,591,033.77	1,379,192.92	1,429,615.64	2,625,408.86	2,814,131.27	1,566,887.96	1,615,726.06	13,785,567.67	14,450,506.74
OPERATING EXPENSES:										
DEPRECIATION EXPENSE	662,157.02	715,129.58	132,986.90	143,625.85	344,089.83	371,617.02	335,928.37	362,802.64	1,475,162.12	1,593,175.09
OPERATING EXPENSE	352,576.51	380,782.63	145,675.12	157,329.13	855,476.18	923,914.27	568,973.70	614,491.60	1,922,701.51	2,076,517.63
ADMINISTRATIVE EXPENSE	1,171,932.79	1,265,687.41	421,910.60	455,663.45	727,214.37	785,391.52	388,398.43	419,470.30	2,709,456.19	2,926,212.68
BAD DEBT EXPENSE	56,617.08	61,146.45	12,161.58	13,134.51	9,039.01	9,762.13	4,355.16	4,703.57	82,172.83	88,746.66
TOTAL OPERATING EXPENSE	2,243,283.40	2,422,746.07	712,734.20	769,752.94	1,935,819.39	2,090,684.94	1,297,655.66	1,401,468.11	6,189,492.65	6,684,652.06
OPERATING PROFIT	5,970,794.53	6,168,287.70	666,458.72	659,862.70	689,589.47	723,446.33	269,232.30	214,257.95	7,596,075.02	7,765,854.68
NON-OPERATING REVENUE:										
INTEREST EARNED 1967 SINKING FUND	16,923.09	18,276.94	23,762.37	25,663.36	33,627.50	36,317.70	0.00	0.00	74,312.96	80,258.00
INTEREST EARNED 1971 SINKING FUND	32,129.61	34,699.98	14,831.02	16,017.50	55,740.80	60,200.06	6,188.77	6,683.87	108,890.20	117,601.41
INTEREST EARNED 1975 SINKING FUND	38,386.49	41,457.41	7,718.24	8,335.70	32,812.82	35,437.85	4,595.86	4,963.53	83,513.41	90,194.49
INTEREST EARNED 1976 SINKING FUND	0.00	0.00	0.00	0.00	0.00	0.00	14,973.70	16,171.60	14,973.70	16,171.60
INTEREST EARNED 1985 SINKING FUND	29,123.94	31,453.86	0.00	0.00	0.00	0.00	0.00	0.00	29,123.94	31,453.86
INTEREST EARNED SHORT-TERM INVESTMENTS	175,425.90	189,459.97	67,816.05	73,241.33	111,086.20	119,973.10	52,835.55	57,062.39	407,163.70	439,736.79
TOTAL NON-OPERATING REVENUE	291,989.03	315,348.16	114,127.68	123,257.89	233,267.32	251,928.71	78,593.88	84,881.39	717,977.91	775,416.15
TOTAL OPERATING & NON-OPERATING REVENUE	6,262,783.56	6,483,635.86	780,586.40	783,120.59	922,856.79	975,375.04	347,826.18	299,139.34	8,314,052.93	8,541,270.83
NON-OPERATING EXPENSE:										
INTEREST 1967 BOND ISSUE	4,618.98	3,592.56	6,475.98	5,036.88	9,155.04	7,120.56	0.00	0.00	20,250.00	15,750.00
INTEREST 1971 BOND ISSUE	11,146.26	7,772.58	5,194.02	3,621.96	19,392.24	13,522.80	2,179.98	1,520.16	37,912.50	26,437.50
INTEREST 1975 BOND ISSUE	34,718.26	29,905.74	7,098.76	6,114.78	29,762.42	25,636.98	4,170.56	3,592.50	75,750.00	65,250.00
INTEREST 1976 BOND ISSUE	0.00	0.00	0.00	0.00	0.00	0.00	3,124.98	0.00	3,124.98	0.00
INTEREST 1985 BOND ISSUE	373,024.98	354,225.00	0.00	0.00	0.00	0.00	0.00	0.00	373,024.98	354,225.00
OTHER INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-OPERATING EXPENSE	423,508.48	395,495.88	18,768.76	14,773.62	58,309.70	46,280.34	9,475.52	5,112.66	510,062.46	461,662.50
NET PROFIT	5,839,275.08	6,088,139.98	761,817.64	768,346.97	864,547.09	929,094.70	338,350.66	294,026.68	7,803,990.47	8,079,608.33

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE 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. In accordance with Section 5-7-260 of the 1976 Code of Laws of South Carolina, and Council shall act by ordinance to adopt budgets, levy taxes, and collect all other income sources available to the city pursuant to public notice.

SECTION 2. That the prepared budget for the fiscal year October 1, 1988-September 30, 1989, and the estimated revenue for payment of same is hereby adopted.

SECTION 3. That a tax to cover the period from the First day of January, 1988 to the Thirty-first day of December, 1988, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of the City of Orangeburg for the use and service thereof; i.e., a tax of 56 mills be and the same is hereby assessed on each dollar of the assessed value of all real estate and personal property within the City of Orangeburg, S.C., except as such which is exempt from taxation by law.

SECTION 4. Tax levied under this ordinance shall be due and payable at the office of the City Clerk and Treasurer, in the Municipal Building of the City of Orangeburg, S.C., from the First day of November, 1988 until the Fifteenth day of January, 1989, from the hours of 8:00 A.M. until 5:00 P.M., Monday through Friday, Saturdays and Sundays excepted.

SECTION 5. On January 16, 1989, a penalty of fifteen (15) percent shall be added on all unpaid taxes. The City Clerk and Treasurer shall on March 17, 1989 place all delinquent properties in execution by Section 24-11, as amended, of the Code of Ordinance of the City of Orangeburg.

SECTION 6. If for any reason any sentence, clause of provisions of this ordinance shall be declared invalid, such shall not affect the remaining provisions thereof.

DONE AND RATIFIED BY THE CITY COUNCIL OF ORANGEBURG, SOUTH CAROLINA IN COUNCIL ASSEMBLED THIS ~~6th~~ DAY OF ~~September~~ 1988.

MAYOR
W. Keith Selley

Sara H. Alexander

Jimmy B. Emerson

Frederic W. Bradley, Jr.
MEMBERS OF COUNCIL

ATTEST:
[Signature]

CITY CLERK

AN ORDINANCE AUTHORIZING THE SALE AND EXCHANGE OF PROPERTY LOCATED AT THE CORNER OF HENLEY STREET AND SUNNYSIDE STREET IN THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA, TO THE COUNTY OF ORANGEBURG IN CONSIDERATION OF EXCHANGE OF PROPERTIES CONSISTING OF 214.92 ACRES, MORE OR LESS, AND BEING SET FORTH AND SHOWN AS PARCEL C ON A PLAT OF THE ORANGEBURG CITY-COUNTY AIRPORT DATED OCTOBER 23, 1984, REVISED NOVEMBER 11, 1984

WHEREAS, The City of Orangeburg is the owner of a lot located at the corner of Sunnyside Street and Henley Street in the City of Orangeburg, State of South Carolina, and

WHEREAS, the County of Orangeburg is the owner of 214.92 acres, more or less, as set forth and shown as Parcel C on a plat of the Orangeburg City-County Airport prepared by Nivens Engineering, Inc., dated October 23, 1984, and revised November 11, 1984, and

WHEREAS, the City is desirous of obtaining the above described property of the County of Orangeburg for the purpose of expanding its airport facilities, and

WHEREAS, the County of Orangeburg is desirous of obtaining the property of the City described hereinabove for county purposes, and

WHEREAS, the parties have agreed to an exchange of said properties in addition to the payment of Fifty Thousand

and no/100 (\$50,000.00) Dollars to the County of Orangeburg by the City of Orangeburg, now, therefore,

BE IT ORDAINED by the Mayor and Council of the City of Orangeburg, in Council duly assembled and by the authority of same, that the City of Orangeburg convey by limited warranty deed, fee simple title to the below described property to the County of Orangeburg in exchange for property consisting of that certain tract of land situate, lying and being in Orange Township, School District 5, containing 214.92 acres, more or less, and being set forth and shown as Parcel C on a plat of the Orangeburg City-County Airport prepared by Nivens Engineering, Inc., dated October 23, 1984, and revised November 11, 1984. In addition, the City of Orangeburg shall pay to the County of Orangeburg monetary consideration in the amount of Fifty Thousand and no/100 (\$50,000.00) Dollars.

BE IT FURTHER ORDAINED that the Mayor of the City of Orangeburg is hereby authorized to execute the limited warranty deed conveying the below described property to the County of Orangeburg pursuant hereto.

Description of property:

All that certain piece, parcel or tract of land situate, lying and being in the City of Orangeburg, School District No. 5, County of Orangeburg, State of South Carolina, being set forth and shown on a plat of the Estate lands of John Handcock by Edward Hawes, R.C.E., dated August 21, 1933 and revised by

A. T. Brown on February 24, 1951, and having the following boundaries and measurements: Northwest by Fenwick Street (now Henley Street), 225.6 feet; Northeast by Sunnyside Street and measuring along an irregular line 283.5 feet; Southeast by property now or formerly of Edisto Motor Sales, 116.5 feet, and Southwest by properties of Wannamaker, Hawes, Catholic Church, Owen and Zeigler, 270.3 feet. All measurements being more or less. Being the same property conveyed to the City of Orangeburg by deeds of Charles C. Council, et al., recorded April 30, 1951 in the RMC office for the County of Orangeburg, State of South Carolina in Deed Book 158 at page 76, Walter Davis filed March 29, 1951 in Deed Book 167 at page 220, Mary Lou Bythewood dated March 1, 1951 in Deed Book 167 at page 219 and deed of O. K. Wilson recorded in the year 1951 in Deed Book 167 at page 221.

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

E. O. Landrum
Mayor
W. Peretto Selley
Sam J. Reynolds
Henry G. Finser
Members of City Council

ATTESTED:

[Signature]
City Clerk

AN ORDINANCE TO AMEND CHAPTER 11 OF THE CODE OF ORDINANCES, CITY OF ORANGEBURG, SOUTH CAROLINA, REGULATING MINIMUM STANDARDS FOR HOUSING IN THE CORPORATE LIMITS.

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

That "Section 11-11" be amended to adopt the more recent 1988 Edition of the Standard Housing Code as published by the Southern Building Code Congress International in lieu of the existing 1979 Edition of the Standard Housing Code.

DONE AND RATIFIED by the City Council of Orangeburg, South Carolina, in Council assembled this 18th day of October, 1988.

E. O. Pendleton's
MAYOR

W. Fred Alley

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

Henry B. J. J. J.

Thomas A. Boland, Jr.

Abner W. Parrott

J. J. J. J. J.
CITY COUNCIL

ATTEST:

[Signature]
CITY CLERK

ORDINANCE NO. 1988 -11

AN ORDINANCE TO AMEND SECTION 5-1 OF THE CODE OF ORDINANCES, CITY OF ORANGEBURG, SOUTH CAROLINA, ADOPTED OCTOBER 21, 1969, RELATING TO ADOPTION OF THE STANDARD BUILDING CODE.

BE IT ORDAINED by the Mayor and Members of Council of the City of Orangeburg, in Council assembled and by authority of the same; Section 1: Amend Section 5-1 of said Code by striking said section in its entirety and inserting in lieu thereof the following:

"For the purpose of regulating the construction, alteration, repair, use and occupancy, location, maintenance, removal and demolition, of every building or structure or any appurtenance connected or attached to any building or structure, the 1988 Edition of the Standard Building Code, as prepared and adopted by the Southern Building Code Congress International, Inc. is hereby adopted and incorporated by reference as a part of this Code."

DONE AND RATIFIED in City Council of Orangeburg, South Carolina, this 18th day of October, 1988.

E. O. Sanderson
MAYOR
W. Paul Kelley
Henry B. Johnson
L. J. Zimmerman
Thomas A. Buland, Jr.
Allen W. Parrott
James Haire
CITY COUNCIL

ATTEST:
[Signature]
CITY CLERK

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 THE LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES.

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

That portion of the above ordinance entitled "Section 3, ESTABLISHMENT OF ZONING DISTRICTS" be amended to make the following change in District classification:

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:

Parcel A - On the Northeast by Shuler NW measuring eight hundred and twelve (812) feet, on the Southeast by Bull NW measuring two hundred and seventy (270) feet, on the Southwest by Seaboard NW measuring seven hundred and eighty five (785) feet and on the Northwest by Waring NW measuring one hundred and three (103) feet.

Parcel B - On the Northeast by Seaboard NW measuring twelve hundred and fifty (1250) feet, more or less, on the East by other property of Shady Grove Plantation and Nursery, Inc., CSX Transportation and City of Orangeburg, measuring two hundred and forty five (245) feet, more or less, again on the Northwest by property of Shady Grove Plantation and Nursery, Inc., measuring five hundred ninety three and five tenths (593.5) feet and Amelia NW measuring fifty (50) feet, again on the East by property of Orangeburg Pecan Company measuring one hundred twenty seven and five tenths (127.5) feet, on the Southeast by Russell NW measuring ten (10) feet, more or less, on the Southwest by Riverside NW measuring twenty six hundred and fifty (2650) feet, more or less, and on the Northwest by Waring NW measuring five hundred (500) feet, more or less.

Parcel C - On the Northeast by Riverside NW measuring twenty seven hundred (2700) feet, more or less, on the Southeast by Russell NW measuring thirteen hundred (1300) feet, more or less, on the Southwest by the Edisto River measuring four thousand and twenty five (4025) feet, more or less, and on the Northwest by other property of the City of Orangeburg measuring twenty (20) feet, more or less, (measured along the centerline of the foot bridge and its projection.)

Parcel D - On the Northeast by property of Edgar Lee Fersner, et al., Woodrow C. Holman, Frizelle Bowman, Dorothy R. Baker, Theodore Thomas and J. W. Farr measuring five hundred and seven (507) feet, on the Southeast by John C. Calhoun Drive SW measuring two hundred and sixty (260) feet, on the Southwest by Riverside SW measuring four hundred and five (405) feet, and on the Northwest by Russell SW measuring ninety five (95) feet.

Parcel E - On the Northeast by Riverside SW measuring three hundred and eighty (380) feet, on the Southeast by John C. Calhoun Drive SW measuring four hundred (400) feet, on the Southeast by property of Thomas Z. Way and James R. Council, Jr., measuring one hundred and forty three (143) feet, and on the Northwest by Russell SW measuring five hundred and three (503) feet.

Parcel F - On the East by Riverside SW Spur measuring seventy (70) feet, more or less, on the South by John C. Calhoun Drive SW measuring thirty four (34) feet, more or less, on the West by Riverside SW measuring seventy (70) feet, more or less.

PASSED by the City Council of the City of Orangeburg, South Carolina this 1st day of November, 1988.

E. O. Pondaricus
MAYOR
W. Keith Kelley
Henry B. Johnson
Lejimmun Keith
Thomas A. Boland, Jr.
Benn O'Hare

MEMBERS OF COUNCIL

ATTEST:

[Signature]
CITY CLERK

ORDINANCE NUMBER 1988-13

AN ORDINANCE TO AUTHORIZE THE LEASE OF A PORTION OF THE ORANGEBURG MUNICIPAL AIRPORT PROPERTIES TO ORANGEBURG AVIATION, INC., FOR A PERIOD OF THREE YEARS BEGINNING OCTOBER 1, 1988 AND ENDING ON THE 30th DAY OF SEPTEMBER, 1991, ACCORDING TO THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT ATTACHED TO THIS ORDINANCE AND MADE A PART HEREOF BY REFERENCE.

Be it enacted by City Council, duly assembled, that the City of Orangeburg enter into a lease agreement with Orangeburg Aviation, Inc. for the lease of a portion of the Orangeburg Municipal Airport properties located on Airport Road in the City of Orangeburg, State of South Carolina for a term of three years, beginning October 1, 1988 and ending on the 30th day of September, 1991, subject to the 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 furtherance thereof.

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

E. D. Ferrandis
Mayor

John H. Haire
Allen W. Parrott
Thomas A. Beland Jr.
[Signature]
[Signature]
Members of City Council

ATTESTED: *[Signature]*
City Clerk

ORDINANCE NUMBER 1988-14

AN ORDINANCE TO AUTHORIZE THE LEASE OF A PORTION OF THE ORANGEBURG MUNICIPAL AIRPORT PROPERTIES TO JOHN BARBIERI AND STEVE BARBIERI, FOR A PERIOD OF THREE YEARS, BEGINNING OCTOBER 1, 1988 AND ENDING ON THE 30th DAY OF SEPTEMBER, 1991, ACCORDING TO THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT ATTACHED TO THIS ORDINANCE AND MADE A PART HEREOF BY REFERENCE.

Be it enacted by City Council, duly assembled, that the City of Orangeburg enter into a lease agreement with John Barbieri and Steve Barbieri for the lease of a portion of the Orangeburg Municipal Airport properties located on Airport Road in the City of Orangeburg, State of South Carolina for a term of three years, beginning October 1, 1988 and ending on the 30th day of September, 1991, subject to the 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 furtherance thereof.

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

E. O. Fordanovic
Mayor

Allen W. Parrott
Thomas A. Bolander
Richard E. Kelly
Members of City Council

ATTESTED: [Signature]
City Clerk

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

LEASE AGREEMENT
FAA LICENSED MECHANIC OPERATION

THIS AGREEMENT made and entered into this 20th day of December, 1988, by the City of Orangeburg, hereinafter referred to as "Owner" and John Barbieri & Steve Barbieri hereinafter referred to as "Operator".

WITNESSETH:

WHEREAS, the Owner owns the Orangeburg Municipal Airport which is in the City of Orangeburg, South Carolina, and

WHEREAS, the Operator desires to lease a portion of said airport premises and facilities (for the uses and purposes hereinafter mentioned) which said portion is hereby described on Airport Layout Plan dated January 11, 1988, which is attached hereto and made a part hereof of this contractual agreement. All cross hatched property and improvements on this plan shall be so designated as the area under lease to the Operator by this agreement.

NOW THEREFORE, for the mutual considerations as herein stated, the Owner, subject to the terms and provisions set out below herein do hereby demise and lease to the Operator and the Operator, subject to the terms and provisions set out below, does hereby hire and rent from the Owner all that portion of the said airport herein described upon the following terms and conditions and for only the uses and purposes as set out herein for the purpose of conducting the business of an FAA licensed Mechanic Operation and for no other purpose.

1. It is mutually agreed by the party hereto that the leased premises shall be used for the purpose of operating an FAA licensed Mechanic operation of high standards. The Operator will provide for aircraft, maintenance, and repair service and other sales and services associated with the operation of an FAA licensed Mechanic operation business at the above named airport. The Operator may also provide sales of parts and accessories. The Operator shall work in consort with other organizations and/or individuals maintaining similar business on the airport property. The Operator shall furnish an FAA licensed mechanic.

2. The Operator hereby agrees to keep the leased airport premises and facilities open to the public on a schedule approved by the Orangeburg Aviation Commission for the owner.

3. The Operator is granted the right to sell petroleum products for the servicing, maintenance and repair of aircraft only when such services are associated with operator's business.

4. The Operator agrees to operate the leased premises for the use and benefit of the public and to make available to the public on fair, equitable and reasonable terms all leased airport facilities and furnish all services on a fair, equitable, honest and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service and merchandise. The Owner agrees that rates and charges for such activities, services and merchandise be fixed by the Operator, subject to the Owner's concurrence and approval of such rates and charges as to its reasonableness. In the event of disputes as to such reasonableness, it is expressly understood by the Operator that the final determination will be made by the Owner. All services offered by the Operator shall be performed with promptness and courtesy. All agents, servants and employees of the Operator shall be approved by the Orangeburg Aviation Commission for the Owner.

5. The Operator shall at all times keep the leased airport premises clean and free from rubbish and in a neat and presentable manner. The Operator shall be responsible for cutting the grass

in the leased area. The Operator, at his/her own expense, will remove from the leased premises within a reasonable time, all wrecked, dismantled or junked aircraft. The Operator or his agent will make daily inspections of the leased premises and facilities and will provide the needed equipment maintenance and report to the Owner any malfunctions or repairs which fall to their responsibility. In the event of the Operator's failure to do so, the Owner may perform such maintenance and repairs, and the cost thereof, together with an interest rate of two percentage points above the current prime interest rate, shall be collectible as additional rent. The Operator shall enforce the rules, regulations and safety requirements as set forth by the owner in the "Airport Rules and Regulations for the Orangeburg Municipal Airport" in the leased area. At the termination of the Operator's occupancy of said premises, the Operator shall return the premises to the Owner in good order, ordinary wear and tear excepted. Fixtures and improvements shall remain the property of Owner.

6. The Owner shall pay the utility bills relating to the runway lights, windsock lights, ODAL lights, VASI lights, airport beacon and any other services agreed to be the Owner and the Operator. The Operator shall provide at his/her own expense, heat, lights, water, sewer and power in all buildings leased to him/her. In the event utility bills are not paid when due, the Owner may, at its option, pay the same and collect all amounts due from the Operator as additional rent which shall be computed at the rate of two percentage points above the prime interest rate on the date the payment is made. The Operator shall be responsible for the normal maintenance on all furniture, fixtures, and structures on the premises excepting that maintenance which would be structural in nature and would involve the exterior, roof or walls or any structure under lease to the Operator by the Owner which shall then be the obligation of the Owner.

7. The Operator shall, at their own expense, provide, pay for and continuously maintain comprehensive and all inclusive public liability and property damage insurance for the benefit of the Owner and Operator with policy limits of not less than \$1 million for any one person and \$1 million for any one accident with coverage which shall include property damage and personal injuries including death and shall include the Owner as a primary insured. The Owner shall be provided with a Certificate of Insurance evidencing the foregoing insurance requirements.

The Operator shall save harmless the Owner from any claims or demands whatsoever for bodily injury and property damage made by any person or individual, corporation, partnership or any other organization or person whomsoever arising out of the use of the leased premises. The Operator hereby expressly agrees that the Owner shall not be responsible for any actions of the Operator. Further, the Operator agrees that the Owner shall not be responsible for any actions of the Operator or his agents, servants or employees. It is expressly understood and agreed that the Owner does not waive its immunity from suit as provided for by South Carolina law.

The Operator shall agree to carry adequate hangar keepers insurance with not more than a \$500.00 deductible amount.

The Owner shall maintain in force at all times while this lease is in effect and at its own expense, fire and extended coverage insurance in the amount equal to 90% of the actual value of the improvements on the leased premises. If the improvements are damaged in whole or part by fire or other casualty, the Owner may at its own expense promptly repair and replace the damaged improvements and during the period required for such repair or replacement, the rent shall be abated proportionately to the extent of the damage.

8. The Operator shall pay to the Owner during the life of the lease a monthly rental of \$150.00.

Payments of the above rental shall be made for the previous month by the Operator on or before the 10th day of each and every month during the term of this lease.

Any capital expenditure made by the Operator shall be negotiated between the Owner and Operator prior to the expenditure being made.

9. The Operator must first obtain the approval of the Owner before making any major alterations or additions or improvements to or on the leased premises. All permanent improvements placed on the leased premises by the Operator shall immediately become and remain the property of the Owner.

10. This lease cannot be assigned or sublet in whole or in part without the written consent of the Owner. The Operator shall not charge any sub-lessee more than 5% of gross sales. All sublessees shall be subject to all applicable terms of this lease unless otherwise agreed to in writing by both parties.

11. The Owner is exempt from taxation and the Operator agrees to pay any taxes which may be properly assessed against him/her or its property located on the airport or arising out of business done at the airport premises.

12. The terms of this lease shall be for a period of three years beginning with October 1, 1988, and ending with September 30, 1991, inclusive.

13. It is expressly understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of exclusive rights within the meaning of Section 308 (a) of the Federal Aviation Act of 1958 as amended. The Operator recognized that other tenants now and hereinafter may occupy other portions of the airport property and will have the right to use the ramps and driveways servicing their areas and agrees that it will so conduct its operation as not to interfere with or injure such tenants quiet enjoyment of their lease. The Operator shall have, however, the right of ingress or egress to and from the leased premises.

14. The terms and conditions of this agreement shall not prevent the Owner from executing leases with other FAA licensed Mechanic operations, as well as the United States Army, The United States Air Force, the United States Navy or other federal agencies pertaining to governmental flying and the use of said airport facilities and premises in any other areas not included in this lease. This lease shall be subject to the rules, regulations and safety requirements that have been or will be adopted, made, written or posted by the Owner; further, this lease shall be subject to the rules, regulations and safety requirements adopted and established by any state or federal agency in connection with airports and subject to any law concerning the regulation and control of airports, whether already in existence or that might be enacted in the future.

15. If, during the terms of this agreement, the United States government or any other governmental agency acquires possession of the premises herein leased by virtue of any laws not in effect or which may become effective during the terms of this lease, then this agreement, at the option of the Operator, may be terminated or may be suspended for the period the Operator is deprived of the premises and thereafter the Operator may resume his tenancy and the agreement shall continue until the full terms thereof have been enjoyed by the Operator.

16. It is agreed and understood between the parties that during the term of this agreement the Federal Aviation Administration or any other federal or state agency shall be permitted to enter said premises and to make any improvement to or on said airport in or on the leased premises.

17. The Owner hereby expressly reserves the right to enter upon the premises leased to the Operator at all reasonable times for the purpose of inspecting the leased premises in order to determine if the terms of this lease are being properly carried out by the Operator.

18. The Operator shall not enter into any transaction which would deprive the Owner of any of the rights and powers necessary to perform all the covenants of the grant agreements or other obligations under various type agreements now in force or those that might be entered into in the future. It is understood by the Operator that this lease agreement is subordinate to the terms and conditions of all deeds and agreements between the Owner and the United States relative to operations maintenance and control of the airport.

19. The Operator agrees that in his operation and use of said airport he/she will not on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Department of Transportation Regulations. The Owner hereby reserves the right to take such action as the Federal Aviation Administration may direct to enforce such covenant of non-discrimination. Service must be furnished on a fair, equitable and not unjustly discriminatory basis to all users thereof, and that all charges must be fair, reasonable and not unjustly discriminatory; provided that nothing herein shall prohibit reasonable and non-discriminatory discounts, rebates or similar type price reductions to volume purchasers. He/She shall be an equal opportunity employer.

20. The Operator for himself, or personal representatives, successors in interest and assigns as a part of the consideration hereof does hereby covenant and agree that:

(1) No person on the ground of race, color or national origin shall be excluded from participation in and denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

(2) that in the construction of any improvements on or over or under such land and the furnishing of services thereof, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

21. Upon the termination or expiration of this agreement, the Operator's rights to use the premises, improvements, facilities, rights, licenses, services and privileges herein leased or contracted shall cease and the Operator shall forthwith surrender the same. The Operator shall repair any and all damage resulting from removal of his/her personal property from the leased premises and shall restore the premises to their original condition.

22. Should either party violate any term or provision of this lease, and fail to remedy same within 10 days after written notice, the party not in default may immediately terminate the lease. Upon termination of the lease, the Operator agrees to vacate said premises within 30 days. This lease may be terminated for any illegal act or violation of law by the Operator upon written notice.

23. In addition to any other remedy provided by law or by this lease, it is especially agreed that the rent hereinabove provided due and to become due and all sums due from the Operator, shall be secured by a lien on all property of the Operator upon the demised premises, which lien the Operator hereby grants the Owner, and the Operator waives the right to claim any such property as exempt from execution by distress warrant or attachment or as exempt by law from the payment of debt. All past due rentals and attorney fees and costs shall be collected.

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

25. This agreement shall take the place of and shall serve in lieu of any former agreements with any present or former FAA licensed Mechanic Operation which has served the Orangeburg Municipal Airport.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 2nd day of February, ~~1988-9~~ 1989
JMS

IN THE PRESENCE OF:

THE CITY OF ORANGEBURG

Patette J. Rush

L. Hugh Smith
L. Hugh Smith

Sue J. Mulkey

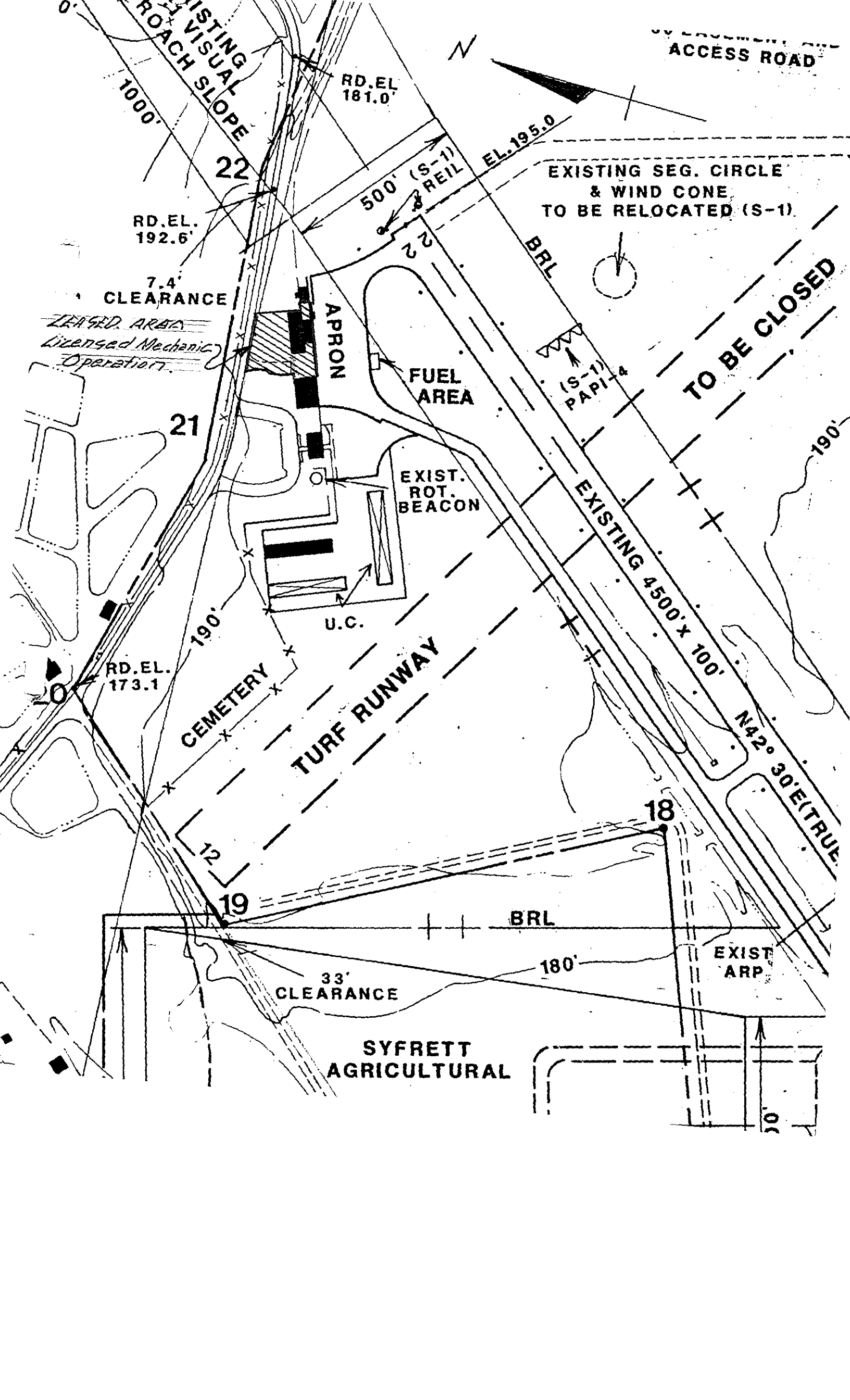
IN THE PRESENCE OF:

Bileen Earley

John Barbieri
John Barbieri

Susan L. Kingston

Steven F. Barbieri
Steve Barbieri



ACCESS ROAD



RD. EL. 192.6'

RD. EL. 181.0'

EL. 195.0

EXISTING SEG. CIRCLE & WIND CONE TO BE RELOCATED (S-1)

7.4' CLEARANCE

LEASRD. AREA
Licensed Mechanic
Operation

APRON

FUEL AREA

BRL

TO BE CLOSED

21

EXIST. ROT. BEACON

EXISTING 450' x 100'

RD. EL. 173.1

CEMETERY

TURF RUNWAY

U.C.

$N42^{\circ}30'E$ TRUE

18

19

BRL

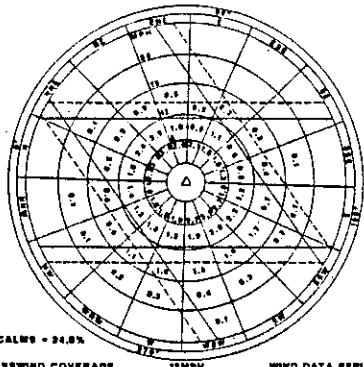
33' CLEARANCE

180'

EXIST. ARP

SYFRETT AGRICULTURAL

100'



NOTES AND BOUNDS TABLE

1-2	S 07°30'00" E 1623.30'	12-13	S 79°30'37" W 1404.00'
2-3	S 72°00'00" W 1435.90'	13-14	N 26°05'34" W 3683.11'
3-4	N 00°00'00" E 283.00'	14-15	N 24°05'34" W 1127.00'
4-5	N 05°09'00" E 1452.2'	15-16	1245.4'
5-6	S 07°05'00" E 495.3'	16-17	N 44°45'00" E 2900.00'
6-7	N 04°30'00" E 689.5'	17-18	N 72°00'00" E 2540.00'
7-8	N 12°30'00" W 504.0'	18-19	N 23°00'00" W 1267.00'
8-9	N 77°30'00" W 568.1'	19-20	N 45°30'00" E 841.30'
9-10	N 12°30'00" W 4180.4'	20-21	S 68°15'00" E 759.00'
10-11	S 64°30'00" W 1539.5'	21-22	N 86°45'00" E 785.00'
11-12	S 64°20'37" W 514.25'	22-1	S 77°15'00" E 694.00'

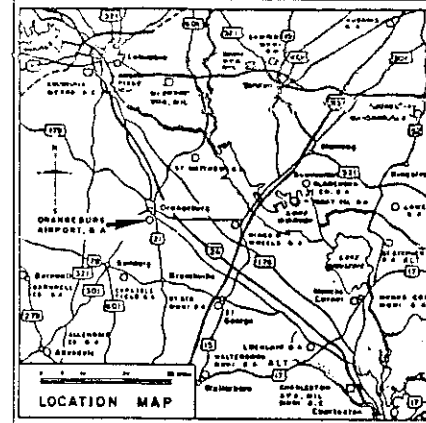
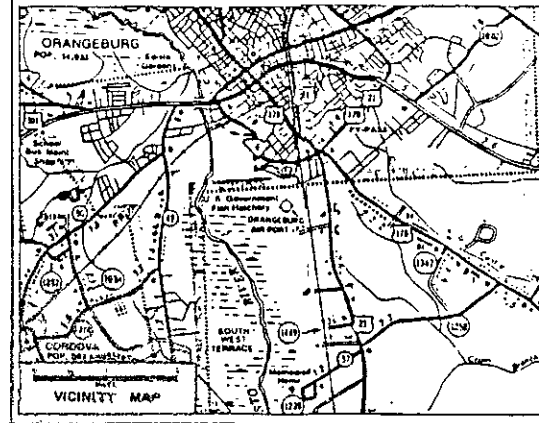
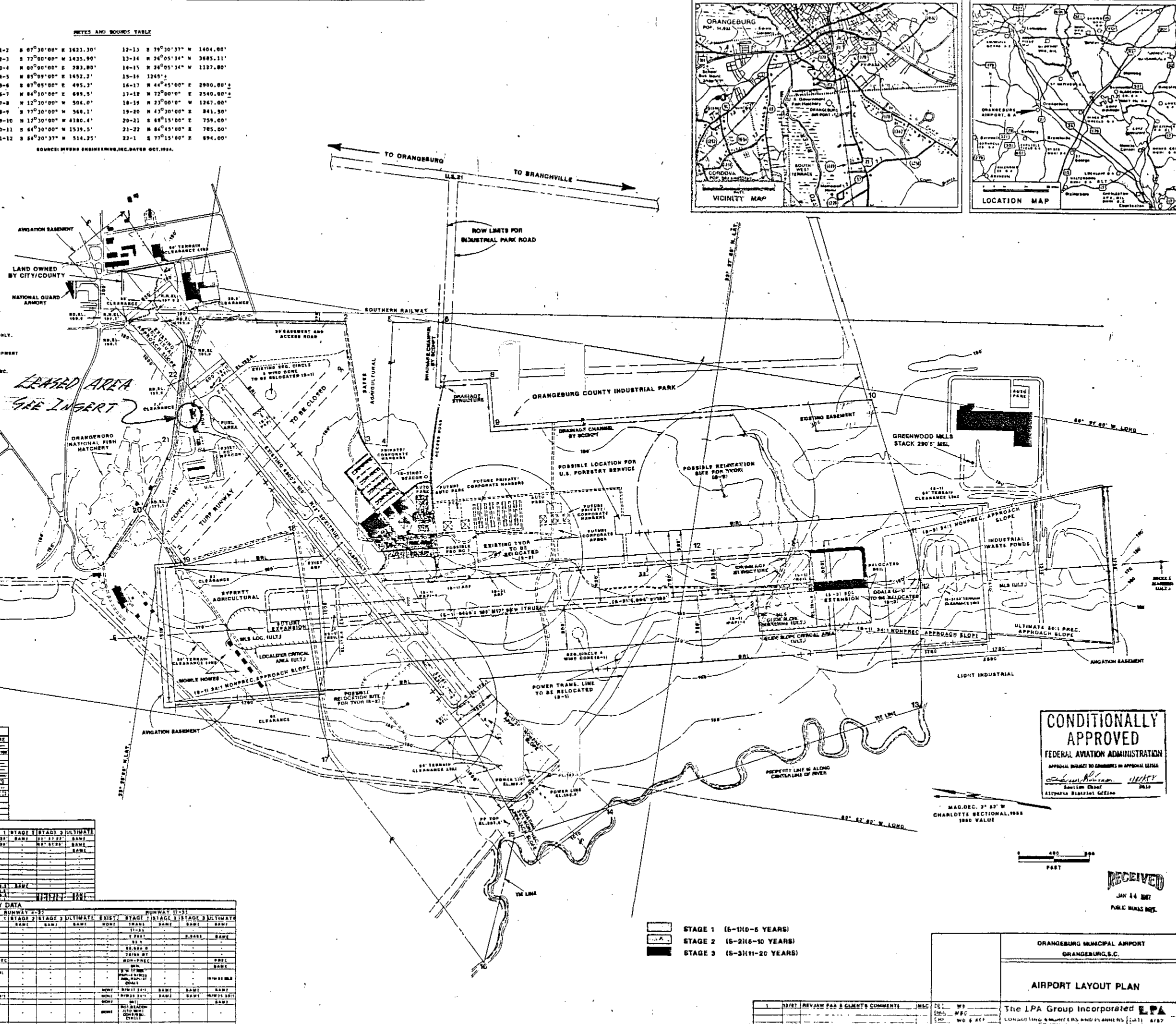
SOURCE: HYVENS ENGINEERING, INC., DATED OCT. 1984.

ALL WEATHER WIND ROSE

CROSSWIND COVERAGE		WIND DATA PERIOD:	
12 MPH	15 MPH	1981-1982 COLUMBIA, S.C.	
R/W 2 - 97.8%	82.8%	R/W 17 - 58.1%	94.8%
R/W 11 - 87.8%	80.1%	R/W 2 - 117.3%	95.3%
R/W 12 - 81.5%	82.3%	R/W 17 - 31.1%	92.9%
R/W 13 - 58.8%	80.2%		
TOTAL - 87.9%	96.4%		

NOTE: WIND ROSE FROM 1977 ALP.

- NOTES:
1. CONTOURS SHOWN ARE BASED ON AERIAL MAPPING PROVIDED BY THE S.C. AERONAUTICAL COMMISSION DATED JAN. 1982. FIELD SURVEY BY THE LPA GROUP INCORPORATED MARCH 1987. AND ORANGEBURG SOUTH QUADRANGLE NOAA FIELD SURVEYED 1981.
 2. SITE FOR FUTURE RELOCATION OF TWR 12 FOR PLANNING PURPOSES ONLY. THE ACTUAL SITE SELECTION WILL BE MADE BY THE FAA.
 3. EXISTING ROADWAYS IN VICINITY OF STAGE 2 TERMINAL AREA DEVELOPMENT ARE TO BE REMOVED IN STAGE 2.
 4. PROPERTY LINE BASED ON PLAT PREPARED BY HYVENS ENGINEERING, INC. DATED OCT. 1984.
 5. SITE OF STAGE 1 PAWI SYSTEM TO BE DETERMINED IN THE FIELD.



LEGEND

SYMBOL	EXIST.	FUTURE
WOODS LINE	---	---
CONTOURS	---	---
BUILDINGS	---	---
DRAINAGE CHANNEL	---	---
AIRPORT PROPERTY LINE (SEE SYMBOL)	---	---
EASEMENT PROPERTY LINE	---	---
RECOMMENDED PROPERTY ACQUISITION	---	---
BUILDING RESTRICTION LINE (INCL.)	---	---
AIRPORT PAVEMENT AREAS	---	---
AIRPORT BUILDINGS	---	---

AIRPORT DATA

EXIST.	STAGE 1	STAGE 2	STAGE 3	ULTIMATE
ESTABLISHED AIRPORT POINT	121° 51' 33" W	83° 51' 33" N	83° 51' 33" N	83° 51' 33" N
ESTABLISHED AIRPORT ELEVATION	187.0	SAME	SAME	SAME
WIND MAXIMUM TEMPERATURE (MONTH)	82°	SAME	SAME	SAME
RUNWAY END COORDINATES	R/W 11: 121° 51' 33" W, 83° 51' 33" N R/W 12: 121° 51' 33" W, 83° 51' 33" N R/W 13: 121° 51' 33" W, 83° 51' 33" N	SAME	SAME	SAME

RUNWAY DATA

EXIST.	STAGE 1	STAGE 2	STAGE 3	ULTIMATE	EXIST.	STAGE 1	STAGE 2	STAGE 3	ULTIMATE
OPERATIONAL ROLL	---	---	---	---	---	---	---	---	---
PAVEMENT STRENGTH (THOUSANDS OF POUNDS)	---	---	---	---	---	---	---	---	---
CRITICAL AIRCRAFT	---	---	---	---	---	---	---	---	---
REQUIRED APPROACH SURFACE	---	---	---	---	---	---	---	---	---
TAXIWAY LIGHTING	---	---	---	---	---	---	---	---	---
VISUAL AIDS	---	---	---	---	---	---	---	---	---

- STAGE 1 (6-10-5 YEARS)
- STAGE 2 (5-2)(6-10 YEARS)
- STAGE 3 (5-3)(11-20 YEARS)

CONDITIONALLY APPROVED
 FEDERAL AVIATION ADMINISTRATION
 APPROVAL SUBJECT TO COMMENTS ON APPROVAL LETTER
 [Signature]
 SHELTON CHASE
 AIRPORTS DISTRICT OFFICE

MAG. DEC. 2° 57' W
 CHARLOTTE SECTIONAL, 1988
 1980 VALUE



RECEIVED
 JAN 14 1987
 PUBLIC WORKS DEPT.

ORANGEBURG MUNICIPAL AIRPORT
 ORANGEBURG, S.C.

AIRPORT LAYOUT PLAN

The LPA Group Incorporated LPA
 CONSULTING ENGINEERS AND PLANNERS
 COLUMBIA, S.C.

NO.	DATE	REVISION / COMMENTS	BY
1	1987	REVISED FOR CLIENT'S COMMENTS	JMC

ORDINANCE NUMBER 1988-15

AN ORDINANCE TO AUTHORIZE THE LEASE OF A PORTION OF THE ORANGEBURG MUNICIPAL AIRPORT PROPERTIES TO ORANGEBURG AVIATION, INC., FOR A PERIOD OF THREE YEARS BEGINNING OCTOBER 1, 1988 AND ENDING ON THE 30th DAY OF SEPTEMBER, 1991, SUBJECT TO TERMINATION AND CANCELLATION BY THE ORANGEBURG CITY COUNCIL UPON THE EXPIRATION OF EACH ANNIVERSARY THEREOF, AND SAID LEASE TO BE ACCORDING TO THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT ATTACHED TO THIS ORDINANCE AND MADE A PART HEREOF BY REFERENCE.

Be it enacted by City Council, duly assembled, that the City of Orangeburg enter into a lease agreement with Orangeburg Aviation, Inc., personally guaranteed by its owner Patricia B. Rhudy, for the lease of a portion of the Orangeburg Municipal Airport properties located on Airport Road in the City of Orangeburg, State of South Carolina for a term of three years, beginning October 1, 1988 and ending on the 30th day of September, 1991, subject to the terms and conditions of said lease agreement attached hereto and made a part hereof by reference.

Be it further enacted that said lease agreement prior to execution and delivery be amended to include the following provisions:

- (a) Prohibition of the sale of Orangeburg Aviation, Inc. or any interest therein without the consent of the City of Orangeburg;
- (b) All agents, servants and employees of Orangeburg Aviation, Inc shall be approved by the City of Orangeburg upon recommendation from the Orangeburg Aviation Commission;
- (c) The owner and sole shareholder of Orangeburg Aviation, Inc., Patricia B. Rhudy, shall be required to be on duty and physically on the leased premises at least forty (40) hours per calendar week;
- (d) That Paragraph 16 of said lease agreement be amended to permit the City of Orangeburg in its discretion to terminate this lease after receiving public comments at a public hearing to be held ninety (90) days prior to each anniversary of said lease.

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 furtherance thereof.

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

E. O. Anderson
Mayor

John D. Haire

Alton W. Britt

Thomas A. Bullock, Jr.

W. D. Kelly

Members of City Council

ATTESTED: [Signature]
City Clerk