



ORDINANCE NO. 2023-09

AN ORDINANCE AUTHORIZING THE LEASE OF 351 LANGSTON STREET, WITH TAX MAP NUMBER 0173-17-31-006-000; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT REGARDING THE SAME; AUTHORIZING THE EXECUTION AND DELIVERY OF ADDITIONAL DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Orangeburg ("City") finds:

- (a) the City owns 351 Langston Street, Orangeburg, South Carolina, with tax map number 0173-17-31-006.000 ("Property");
- (b) South Carolina law, specifically South Carolina Code Annotated section 5-7-40, authorizes municipalities to lease real property to third parties;
- (c) United Infrastructure Group, Inc. has requested the City to use the Property as a lay-down yard for construction work to be performed on or about US301 over and about the North Edisto River on behalf of the South Carolina Department of Transportation; and
- (d) the City desires to provide for the lease arrangement:

NOW, THEREFORE, by a majority vote of the Council members present, the Council ordains as follows:

Section 1. *Incorporation of Findings.* The City hereby adopts and incorporates the findings contained in the "WHEREAS" clauses above.

Section 2. *Lease of Property.* The City Council approves and authorizes the City Administrator to lease the Property as described in this Ordinance.

Section 3. *Authorization and Approval of Form of Lease Agreement.* The Lease Agreement is authorized and approved. The form of the Lease Agreement presented at this meeting as Exhibit A is approved, and all of the terms are incorporated in this Ordinance by reference as if the Lease Agreement were set out in this Ordinance in its entirety. The Mayor, the City Clerk, and the City Administrator are each authorized, empowered, and directed to execute, acknowledge, and deliver the Lease Agreement in the name of and on behalf of the City, and to cause the executed Lease Agreement to be delivered to the counter party. The Lease Agreement is in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the City and as shall be approved by the officials of the City executing the same, on the advice of the City Attorney, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Lease Agreement now before this meeting.

Section 4. *Expenditure of Funds.* The City Council approves and authorizes the City Administrator to expend funds as described in the Lease Agreement from any available source.

Section 5. *Authorization for City Officials to Act.* The Mayor, the City Clerk, and the City Administrator, for and on behalf of the City, are each authorized and directed to do each thing that is reasonably necessary and prudent, including the execution of additional related documents, to effect the lease of the Property, the execution and delivery of each Lease Agreement, and the performance of all obligations of the City under and pursuant to this Ordinance, and the Lease Agreement.

Section 6. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective at its approval following third reading.

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

ENACTED BY the City Council on May 2, 2023.



Mayor

Michael C. Butler

Members of Council

Sam Harris
Pamela P. Knott
Richard Stone
L. Zimmerman Keitt
Wendell
James

Attest: Linda McDaniel
City Clerk

First Reading: April 4, 2023
Second Reading: April 18, 2023
Third Reading: May 2 2023

EXHIBIT A
SUBSTANTIALLY FINAL FORM OF LEASE AGREEMENT

PROPERTY LEASE AGREEMENT

This Property Lease Agreement ("Agreement") is made and entered into this March 1, 2023 ("Effective Date") by and between City of Orangeburg ("Owner") and United Infrastructure Group, Inc., a South Carolina Corporation ("Company") for Parcel 0173-17-31-006-00 owned by the City of Orangeburg.

Owner desires to lease certain property to Company and Company desires to lease certain property from Owner as approximately shown in Exhibit A attached hereto ("Property"), so in consideration of the mutual covenants contained herein, Company and Owner hereby agree as follows:

1. **Term of Agreement.** The duration of this Agreement, unless terminated sooner per Article 8 or by mutual agreement of Company and Owner, shall begin on March 1, 2023, and end on May 1, 2026 ("Term"), a 38-month Term.
2. **Project.** Replacement of US 301 over North Edisto River near Orangeburg, SC for the SCDOT.
3. **Services by Owner.** Owner agrees to provide access to and use of the Property by Company for the Project during the Term. Within reason, Company agrees it will not unduly interfere with any activity by Owner on areas surrounding the Property ("Services").
4. **Purpose by Company.** Company intends to use Property for the purpose of parking equipment and storing materials during the Term for construction of the Project ("Purpose").
5. **Fees.** In consideration for Services provided by Owner, Company shall pay Owner five hundred dollars (\$500) per month within 15 days of the end of each month during the Term of this Agreement.
6. **Special Provisions.** Company agrees to: a) clean all debris deposited by company from property prior to end of Term of this Agreement, b) install construction entrance using 57 stone or similar, c) maintain leased lot throughout Term by mowing and keeping property free of trash debris, d) establish a stand of grass on Property except for gravel driveway area that Company installs at end of Term of this Agreement, e) conduct final walkthrough of property, f) remain courteous and respectful for the Term of this Agreement.
7. **Insurance.** For the Term of this Agreement, Company shall obtain and maintain insurance coverage specified below and shall submit certificates of insurance of same to Owner. Such insurance shall be from insurance company or companies that maintain a minimum A.M. Best & Company A-rating and are authorized to transact business in the State in which the Project is located. Each policy shall name Owner and other affiliated or associated parties as additional insureds, but only with respect to liability arising out of the activities of Company.

Commercial General Liability Insurance with limits of liability not less than:

\$ 2,000,000	General Aggregate Limit Per Project
\$ 2,000,000	Products/Completed Operations Aggregate Limit
\$ 1,000,000	Personal & Advertising Injury Limit
\$ 1,000,000	Each Occurrence Limit
\$ 100,000	Fire Damage Limit (Any One Fire)
\$ 5,000	Medical Expense Limit (Any One Person)
\$ 5,000,000	Umbrella Limit (Excess Liability)

Commercial Automobile Liability Insurance with limits of liability not less than:

\$ 1,000,000	Each Accident (Combined Single Limit for bodily injury and property damage)
\$ 5,000,000	Umbrella (Excess Liability)

Worker's Compensation Insurance with statutory limits in accordance with the laws of the State where the Project is located (Coverage A) and Employers Liability (Coverage B) with limits not less than:

\$ 1,000,000	Each Accident (Bodily Injury by Accident)
\$ 1,000,000	Each Employee (Bodily Injury by Disease)
\$ 1,000,000	Policy Limit (Bodily Injury by Disease)

EXHIBIT A – PROPERTY

