

ORDINANCE NO. 1991-01

AN ORDINANCE TO AMEND CHAPTER XVIII, SECTION 18.4, ENTITLED "FIRE SERVICE OUTSIDE CITY LIMITS", BY ADDING A NEW SECTION 18-4.4(g) REQUIRING AN ADEQUATE WATER SUPPLY FOR THE SUPPRESSION OF FIRES AND AMENDING SECTION 18-5.1 PROVIDING FOR THE ADOPTION OF THE STANDARD FIRE PREVENTION CODE

BE IT ORDAINED by Council duly assembled that Chapter XVIII, Section 18-4.4 is amended by adding a new paragraph (g) which amended paragraph shall read as follows:

"(g). Upon agreeing to purchase a contract from the City, each business and industry shall provide an adequate water supply for the suppression of fires. The water supply shall be provided in accordance with the Standard Fire Prevention Code 603.1.1, 603.1.2, 603.1.3 and 603.1.4 and any other applicable codes. Upon failure to do so, no contract will be issued and any existing contract shall be terminated and cancelled, unless an adequate water supply is provided within six (6) months from the date of this ordinance."

BE IT FURTHER ORDAINED that Chapter XVIII, Section 18-5.1 is amended and after amendment shall read as follows:

"Adoption of Code. There is hereby adopted by the City Council for the purpose of prescribing regulations governing conditions hazard to life and property from fire or explosion, that certain code known as the Standard Fire Prevention Code as prepared and adopted by the Southern Building Code Congress International, Inc., being particularly the 1988 edition and 1990 amendments and all NFPA manuals pertaining to the code, thereof and the whole thereof, of which code not less than three (3) copies have been and now are filed in the office of the Clerk of the City Council and the same are hereby adopted and incorporated as fully as if set out at length herein. The provisions thereof shall be controlling within the corporate city limits and as to all premises receiving fire protection from the City of Orangeburg and located outside the corporate limits of the City of Orangeburg.

DONE AND RATIFIED by City Council duly assembled this

5th day of March, 1991.

Martin C. Thompson
Mayor
William F. Moore
W. W. Parrott
W. W. Parrott
James B. Plerey
James B. Plerey

Members of Council

ATTEST:

[Signature]
City Clerk

ORDINANCE NO. 1991-02

ORDINANCE TO AMEND CHAPTER XVIII, ENTITLED "FIRE
PREVENTION AND PROTECTION" BY ADDING A NEW SECTION
18-1.6 PROHIBITING OPEN BURNING IN THE CITY
OF ORANGEBURG

WHEREAS, open burning as defined herein causes pollution within the corporate limits of the City of Orangeburg and its environs, and

WHEREAS, open burning as defined herein also constitutes and creates a fire hazard,

NOW THEREFORE BE IT ORDAINED by Council duly assembled that Chapter XVIII, entitled "Fire Prevention and Protection", is amended by adding a new section 18-1.6, which section shall read as follows:

"18-1.6. Open Burning Prohibited. No person shall cause, suffer, allow or permit open burning except as provided. No person shall fail or refuse to take all reasonable and necessary steps and precautions to prevent open burning upon any premises owned, occupied or under the control of such person. No person shall fail or refuse to take all reasonable and necessary steps and precautions to extinguish or otherwise terminate and abate any open burning which has originated through any cause whatsoever upon any premises owned, occupied or under the control of such person or upon premises upon which such person is carrying out any operation or activity. A permit for open burning may be obtained from the City Fire Official for the purpose of burning vegetation and wood materials, provided the following conditions are met:

- (1) Burning shall be conducted only on days of low pollution potential, and only between the hours of 9 AM and 4 PM on such days, and
- (2) Only clean fuel not containing garbage, rubber, plastics or other refuse shall be allowed for the start-up of fires.

"Open burning" as used in this section is defined as any fire wherein the products of combustion are emitted into the open air and are not directed thereto through a stack or

chimney or an incinerator approved by the City Fire
Official.

DONE AND RATIFIED by City Council duly assembled this
5th day of March, 1991.

Martin L. Chapman
Mayor

William F. Mori

Robert W. Parrott

W. Kenneth Salley

James M. Sheneff

Edward Haire

Members of Council

ATTEST:

[Signature]
City Clerk

ORDINANCE NO. 1991-03

AN ORDINANCE TO CREATE THE SERVICE DEPARTMENT OF
THE CITY OF ORANGEBURG

BE IT ORDAINED by City Council duly assembled that
Section 2-3.1(g) is hereby amended to read as follows:

"g. Service Department;"

BE IT FURTHER ORDAINED that Section 2-3.1 of the Code
of Ordinances of the City of Orangeburg, South Carolina, is
hereby amended by adding a new paragraph (h), which new
paragraph shall read as follows:

"h. Department of Public Utilities."

BE IT FURTHER ORDAINED that the Code of Ordinances of
the City of Orangeburg, South Carolina, is hereby amended by
adding new sections to be numbered 2-12, 2-12.1 and 2-12.2
which sections shall read as follows:

"2.12 SERVICE DEPARTMENT."

"2-12.1 COMPOSITION. The Service Department shall
consist of a director and such full-time and
part-time employees as are authorized by City
Council."

"2-12.2 DUTIES OF DIRECTOR OF SERVICE DEPARTMENT."
The Director of the Service Department shall be
responsible for the coordination and furnishing
equipment and labor to the Public Works
Department, Hillcrest Recreational Facilities
Department, Department of Public Safety and the
Parks and Recreation Department when such is
requested by the department director of any said
department."

DONE AND RATIFIED by City Council duly assembled this

19th day of March, 1991.

Marion L. Thompson
Mayor

James W. Cherry

William L. Reid

Robert H. Haire

W. B. H. Haire

W. B. H. Haire
Members of Council

ATTEST:

Paul
City Clerk

ORDINANCE NO. 1991-04

AN ORDINANCE TO REGULATE THE DIVERSION
AND CONCENTRATION OF SURFACE WATERS
ON TO LOWER LANDS, STORM SEWERS,
DITCHES AND WATERCOURSES

Section 1. Purpose.) The purpose of this ordinance is to provide for temporary detention and gradual release of surface water on land where buildings, parking areas, driveways or other less pervious areas have replaced vacant land, lawns or gardens. The construction of buildings, parking lots, driveways and the like prevents the ground from absorbing surface waters and causes increased quantities of surface water to run off more quickly onto lower lands, storm sewers, ditches and watercourses. This can overload the lower lands, storm sewers, ditches and watercourses, causing water to back up and results in flooding of public streets, public places and private places. This ordinance provides a way to control runoff, making flooding less likely and reducing damage to public and private properties.

Section 2. Definitions.) As used in this ordinance, the following words and phrases will have the following meanings, unless the context clearly indicated a different meaning:

City: The City of Orangeburg.

Director of Public Works: The Director of Public Works of the city, or any person working under his supervision and direction to carry out duties and responsibilities under this ordinance.

Detention: The short-term storage of runoff which reduces the peak flow rate and distributes the flow over a larger period of time. The volume of runoff is not changed.

Land disturbing activity: 'Land Disturbing Activity' means any land change or construction activity for residential, commercial, industrial, or institutional land use which may result in increased and accelerated stormwater runoff, including but not limited to, clearing, grading, excavating, paving, transporting and filling of land.

Person: 'Person' means any state or federal agency, an individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, municipality or other political subdivision of this State, interstate body, or other legal entity.

Surface water: Water occurring on the surface of the land, from natural causes such as rainfall and melting of snow and ice, whether falling on the land in question or flowing onto the land in question.

Water detention facility: Any pipe, watercourse, pond, outlet or other thing designed to hold surface water, control the flow of surface water, detain surface water or gradually release surface water, and including any part of any such facility.

Watercourse: Any ditch, swale, creek, river or land over which surface water flows, whether constantly or occasionally.

Section 3. Compliance required.) No person shall undertake a land disturbing activity within the city limits of the City of Orangeburg without complying with the terms of this ordinance, except as provided in Section 4.

Section 4. Exceptions.) This ordinance shall not apply to any land disturbing activity which disturbs less than one-half acre. Construction or improvement of single family residences or their accessory buildings which are not a part of a residential subdivision are exempt from the provisions of this ordinance, but the initial development of residential subdivisions is not exempt from the requirements of this ordinance. All construction work, including roads, sewers and lot grading, done to establish a residential subdivision for the construction of single family residences on individual lots shall comply with the provisions of this ordinance.

Section 5. Affidavits.) The Director of Public Works may accept a sworn affidavit from a registered architect, Tier B land surveyor, landscape architect or engineer stating that the plans and design conform to the requirements of this ordinance. Where the Director of Public Works relies upon such affidavit, the architect, Tier B land surveyor, landscape architect or engineer shall assume full responsibility for the compliance with all provisions of this ordinance and other pertinent laws or ordinances.

Section 6. Approval required - Building permit.) No building permit will be issued for any construction on any lot of one-half acre or more, and no land disturbing activity will be permitted unless the plans for construction include

provisions for water detention in accordance with the requirements of this ordinance. All building permit applications and all plans for land disturbing activities covered by this ordinance will be submitted to the Director of Public Works for examination. The plans will be accompanied by an approval from the owner(s) of the land upon which the activities will be conducted and a survey or sketch of the lot with location of proposed improvements shown and calculations as specified in Section 9. If the materials submitted for review and approval contain all information necessary for the Director of Public Works to determine whether the provisions of this ordinance have been followed, no additional materials will be required, but if all necessary information is not shown on the documents submitted, the Director of Public Works shall request and the applicant will furnish additional material. The Director of Public Works may approve the water detention provisions, require changes to comply with this ordinance, or disapprove the plans. If the proposed water detention plans are not approved, the Director of Public Works will state in writing the reasons for disapproval.

Section 7. Conference and appeals.) At any time an applicant may ask for a conference with the Director of Public Works concerning any application under this ordinance, and the Director of Public Works will meet with the applicant to discuss the matter. If an applicant has been dealing with any person working under the supervision of the Director of Public Works, at the applicant's request, the Director of Public Works and the subordinate will hold a conference with applicant.

Section 8. Appeals.) Any applicant may appeal any decision of the Director of Public Works to the building board of appeals, in the manner provided by ordinance, provided that no such appeal shall be taken until and unless the applicant has requested a conference with the Director of Public Works, not a subordinate of the Director of Public Works, and either the conference has been held or the Director of Public Works has not scheduled a conference.

Section 9. Specifications.) The volume of water to be detained, and the rate at which water may be gradually released from detention, shall be calculated based on the area of land proposed to be covered with a building, driveway, sidewalk, mall or other covering as well as the capacity of the existing storm sewers and watercourses in the city to handle runoff of surface water to be

anticipated when all the vacant lots in the area affecting the runoff have been developed in accordance with all applicable laws and ordinances.

The calculations used in determining the volume of water to be detained; the rate of release of water from detention facilities and the sizing of drainage facilities shall be based on the following specifications:

- a. The two-year, twenty-four hour rainfall amount is 3.9 inches.
- b. The ten-year, twenty-four hour rainfall amount is 6.0 inches.
- c. The twenty-five year, twenty-four hour rainfall amount is 6.8 inches.
- d. The one hundred-year, twenty-four hour rainfall amount is 8.5 inches.
- e. All roadway drainage facilities (i.e., curb and gutter and inlets) shall be designed to accommodate the ten-year, twenty-four hour rainfall event.
- f. All drainage facilities in the area disturbed by the permitted activity and which only accommodate runoff generated on the permitted area shall be designed for the twenty-five year, twenty-four hour storm.
- g. All drainage facilities which accommodate runoff generated off of the permitted site shall be designed for the 100-year, twenty-four hour system.
- h. Detention facilities shall be designed to restrict the peak runoff rate from a disturbed area to the peak runoff rate that existed prior to development for the two-year, ten-year, and twenty-five year, twenty-four hour storm. Overflow structures and emergency spillways shall be designed to accommodate the 100-year, twenty-four hour rainfall event.
- i. Individual pipe culverts, which are not part of a larger drainage network, may be designed using the rational method.
- j. Drainage networks and detention facilities shall be designed using a hydrograph method such as the Soil Conservation Service TR-55 model or other method acceptable to the Director of Public Works.
- k. The storage volume of detention facilities and outlet structures shall be designed using a routing procedure such as the modified-Puls method.

Section 10. Methods of water detention.) Water may be detained in a water detention pond, in enclosed storage or underground storage, in parking lots, on roof tops or other methods.

Section 11. Fencing required.) No outdoor water detention pond shall be constructed or maintained unless the pond itself or a larger area including the pond is surrounded by a fence at least six feet in height. The area fenced in around a water detention pond may be part of a lot, all of a lot, or parts or all or more than one lot. If more than one lot is to be fenced in, a joint plan must be presented and approved as required in Section 13 of this ordinance.

Section 12. Detention Pond Specification.) Outdoor detention pond shall have maximum side slopes of 3:1 and a maximum depth of four (4) feet.

Section 13. Joint construction and operation.) Owners of any two or more properties may apply jointly for approval of a water detention plan combining more than one property. The joint plan will be approved by the city if the joint plan complies with the applicable provisions of this ordinance and all other relevant laws and ordinance. No construction will be started under any joint plan until owners of all of the property affected have entered into a mutual agreement for joint maintenance of the water detention system and until all easements needed to effectuate the plan have been granted. The mutual agreement and the easements must be signed, acknowledged, delivered and recorded in the manner required for documents relating to real estate titles.

Section 14. Continuing duty to maintain.) Each owner of each property on which any facility for water detention is made in accordance with the requirements of this ordinance, must keep such facilities in working order and in good repair, and must take no steps to cause such facilities to malfunction or to cease to function.

Section 15. Separability.) The provisions of this ordinance are separable, and the invalidity of any part of this ordinance shall not affect the validity of the rest of the ordinance.

Section 16. Penalty.) Any person violating any provision of this ordinance shall be fined not more than two hundred(\$200.00) dollars for each offense, or sentenced to imprisonment not to exceed thirty(30) days and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 17. No Warranty.) The City is enacting this ordinance and the specifications contained therein in its governmental capacity. The City makes no warranty of any kind to any person in connection with any facility constructed pursuant hereto.

PASSED by the City Council of the City of Orangeburg, State of South
Carolina, this 2nd day of April, 1991.

Martin C. Cheatham
Mayor

Bernard Hare
St. James Reid
W. D. Darnell
W. C. Smith
James W. Rhoney
Marion F. Wood
Members of City Council

ATTESTED:

[Signature]
City Clerk

ORDINANCE NO. 1991-05

AN ORDINANCE TO ASSIGN THE SUPERVISION AND
DIRECTION OF THE BUILDING OFFICIAL OF THE CITY OF
ORANGEBURG TO THE DIRECTOR OF PUBLIC WORKS

BE IT ORDAINED by City Council duly assembled that
Sections 2-9.1, 2-9.2 and 13-3(a) of the Code of Ordinances
of the City of Orangeburg, South Carolina, are hereby
amended to read as follows:

"2-9.1 Composition. The Planning and Community
Development Department shall consist of divisions
relating to planning and community development
deemed necessary by City Council.

2-9.2 Responsibilities. The Planning and
Community Development Department shall have the
responsibility of the urban planning functions of
the administrative branches of the City.

The Director of the Planning and Community
Development Department shall be responsible to the
City Administrator and shall be an ex officio
member of the Planning Commission, Board of
Adjustments, Human Relations Commission, and other
boards or commissions as directed by the City
Administrator or City Council.

13-3(a) The building official shall keep an
office in the city hall or such other place as
shall be provided by City Council. The building
official shall be under the supervision and
direction of the Director of Public Works
Department."

DONE AND RATIFIED by City Council duly assembled this

7th day of May, 1991.

Marvin C. Cheatham
Mayor

James F. Ware

James F. Ware

James F. Ware

James F. Ware

Members of Council

ATTEST:

City Clerk

ORDINANCE NO. 1991-06

AN ORDINANCE TO RE-ORGANIZE THE AVIATION COMMISSION OF THE CITY OF ORANGEBURG AND TO PROVIDE FOR THE ESTABLISHMENT, MAINTENANCE AND OPERATION OF THE ORANGEBURG MUNICIPAL AIRPORT

BE IT ORDAINED by City Council duly assembled that Section 2-10.4(e) of the Code of Ordinances of the City of Orangeburg, South Carolina, is hereby amended to read as follows:

"e. The Commission shall advise City Council on all matters and things necessary or convenient for the establishment, maintenance and operation of adequate facilities for aviation and the accommodation of aerial travel as authorized under the statutory laws of the State of South Carolina. The Commission shall have no power to create any indebtedness or obligation against the City of Orangeburg without the written consent of City Council."

BE IT FURTHER ORDAINED that Section 2-10.4(f) of the Code of Ordinances of the City of Orangeburg, South Carolina, is hereby repealed in its entirety.

BE IT FURTHER ORDAINED that Section 2-6.2(b) of the Code of Ordinances of the City of Orangeburg, South Carolina, is hereby amended to read as follows:

"b. Airport Division, to include the operation of the present municipal airport facilities and such other facilities as the City may lease, acquire or construct for airport purposes; with the consent of City Council, adequately staff and equip the airport and any other airport facility; with the consent of the Aviation Commission, provide reasonable regulations concerning the facilities; and to provide maintenance of municipal airport hangars and other airport facilities."

DONE AND RATIFIED by City Council duly assembled this

7th day of May, 1991.

Martin L. Cheatham
Mayor

[Signature]
William F. Moore
[Signature]
[Signature]
[Signature]
Members of Council

ATTEST:

[Signature]
City Clerk

ORDINANCE NO. 1991-07

AN ORDINANCE TO GRANT A TWO (2) YEAR, NON-EXCLUSIVE
FRANCHISE TO SOUTH CAROLINA STATE COLLEGE FOR THE PURPOSE
OF PROVIDING PUBLIC MASS TRANSPORTATION IN THE CITY OF
ORANGEBURG, STATE OF SOUTH CAROLINA

BE IT ORDAINED by Council duly assembled that South Carolina State College is hereby granted a two (2) year, non-exclusive franchise for the purpose of providing public mass transportation in the City of Orangeburg, State of South Carolina, pursuant to that certain Franchise Agreement consisting of three (3) type-written pages attached hereto and made a part hereof by reference.

BE IT FURTHER ORDAINED that the Mayor of the City of Orangeburg is hereby authorized to execute said Franchise Agreement on behalf of the City of Orangeburg, State of South Carolina.

DONE AND RATIFIED by Council duly assembled this
21st day of May, 1991.

Martin C. Cheatham
Mayor

Sam Haire
W. B. Smith

Marion F. Moore
W. B. Smith

W. B. Smith
W. B. Smith

Members of Council

ATTEST:

City Clerk

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

AGREEMENT FOR THE
PROVISION OF PUBLIC MASS
TRANSPORTATION VIA
URBAN MASS TRANSPORTATION
ASSOCIATION (UMTA)
DEMONSTRATION PROJECT

THIS AGREEMENT, made and entered into by and between the City of Orangeburg, a municipal corporation of the State of South Carolina (hereinafter referred to as "**the City**"), and South Carolina State College an institution of higher education in the State of South Carolina (hereinafter referred to as "**the College**").

WITNESSETH:

WHEREAS, the Urban Mass Transportation Administration (UMTA) has made available funds to assist entrepreneurial mass transportation providers; and

WHEREAS, the College desires to assist with the provision of these transportation services by motor vehicle (bus and/or van) via fixed and demand response routes and schedule for any and all persons within and beyond **the City** of Orangeburg; and

WHEREAS, it is in the best interest of the public that **the College** be authorized by **the City** to provide for this public service through Metro Transit Services of Orangeburg, Inc. (hereinafter referred to as "**Metro Transit Services**") in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, based upon the relationship of the parties and the mutual covenants contained herein, **the City** and **the College** do hereby agree as follows:

1. **The College** in association with Metro Transit Services is hereby given the nonexclusive authority to provide for the operation of regularly scheduled public mass transportation, the conveyance of persons along City rights-of-way in accordance with plans as prepared by **the College**, and to provide other public transportation on an advance reservation basis, that may be necessary to satisfy State and Federal Regulations regarding the transport of elderly and handicapped persons. The intent of this agreement is that the franchise granted herein shall be non-exclusive.
2. **The College** shall require Metro Transit Services to provide to **the College** and **the City** a certificate of liability insurance in the amount of one million five hundred thousand dollars (1,500,000) for injury to or death of persons or loss or damage to property, occurring as a result of the activities of the independent contractor, Metro Transit Services and any subcontractors, in the public rights of way described herein. The liability coverage under such insurance shall satisfy the limits of liability of the State of South Carolina under appropriate laws and any pertinent federal laws or regulation regarding liability insurance coverage for mass public transportation. Metro Transit Services shall also be required to indemnify and hold **the City** and **the College** harmless from any and all liability. The provisions of this section shall not be construed to constitute any waiver of immunities of **the City** as contained in the Tort Claims Act of the State of South Carolina or as contained in any other federal or state constitution or law.

3. **The City** shall not be liable for any cost associated with the provision of this service, unless otherwise agreed to through an amendment to this agreement.
4. The City Council shall reserve the right to approve or disapprove the placement of bus stop signs, shelters or other system amenities. In addition, **the City** shall also reserve the right to approve or disapprove, specific locations along the city's rights-of-way where buses, vans or other vehicles operated in the fulfillment of mass transportation and where said motor vehicles may stop, congregate, pickup and discharge passengers, all within the corporate limits of **the City**. In granting said approvals or disapprovals the City Council or its designee are hereby authorized on behalf of **the City** to make these approvals on an occurrence basis. This clause shall not be construed to prevent **the College** from requesting consideration of any issue arising under this paragraph from being acted upon by **the City's** governing body.
5. **The College** shall provide, or cause to be provided, copies of all routing plans and schedules to **the City** prior to initiating said services and **the College** shall provide, or cause to be provided, notification of any changes in routes or schedules, at least 15 days prior to such occurrence. **The College** shall reserve the right to amend schedules, increase or decrease service, terminate all service, revising the routing plan and otherwise control all factors governing the operation of mass transportation, including the charges to the public for tickets, fares and services provided, except those rights specifically maintained by **the City** within this Agreement.
6. **The College** shall pay to **the City** the amount of one dollar (\$1.00) for this right. This right is subject to all ordinances of **the City of Orangeburg** as though the provisions thereof were written in this agreement. This right shall not be construed to limit the right of **the City** to grant other persons or groups rights similar to or different from the rights in this agreement to any streets, highways or public places by franchise or otherwise. If any territory is annexed into **the City**, the operation by Metro Transit Services within the annexed territory is subject to all the terms herein as though it were made an extension under this Agreement.
7. **The College** and **the City** shall each have the right of specific performance to enforce any provision of this Agreement.
8. **The College** and **the City** each agree that no representations, promises or agreements, not expressly covered in this Agreement, have been made to induce the other party to enter into it.
9. This Agreement is for the benefit of **the College** and Metro Transit Services. It shall not be assigned, leased, sold or transferred without the prior consent of City Council of the City of Orangeburg.
10. This Agreement shall be governed by the laws of the State of South Carolina both as to interpretation and performance.

11. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of South Carolina the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.
12. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein.
13. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
14. This Agreement shall remain in full force and effect for two (2) years (or the period of this demonstration project) from the date hereof unless terminated by the mutual consent of **the College and the City**. At the end of the two (2) year period, (or the period of this demonstration project) **the City and the College** may agree to renew this agreement for another term. The terms of such option will be negotiated 90 days prior to the expiration of the current agreements.
15. This Agreement may be amended by either party subject to the mutual agreement of both parties to execute said amendment. Any amendment properly approved and executed shall become apart of this Agreement.
16. If **the College** violates any of the provisions contained in this franchise, then the City Council shall notify **the College** of the violation. If the violation continues for thirty (30) days after the notice, then **the City** may declare a forfeiture of this franchise and revoke it without specific notice to **the College**. Failure to declare a forfeiture for a violation shall not be deemed a waiver of a declaration of forfeiture for a different, subsequent or recurring violation. This shall not prevent **the College** from bringing a suit in court regarding the question of whether a violation has occurred.

IN WITNESS WHEREOF, the City and the College have executed this Agreement on the 21st day of May 1991 through their duly authorized representatives.

SOUTH CAROLINA STATE COLLEGE

CITY OF ORANGEBURG

By: 

By: 

Title: President

Title: 

ORDINANCE NO. 1991-08

AN ORDINANCE AUTHORIZING INDEBTEDNESS IN THE AMOUNT OF \$246,218.00 AT THE INTEREST RATE OF 5.94% PER ANNUM, WITH PRINCIPAL AND INTEREST PAYABLE OVER A PERIOD OF THREE (3) YEARS

WHEREAS, pursuant to Section 5-7-30 of the 1976 Code of Laws for the State of South Carolina municipalities are authorized to enact regulations, resolutions and ordinances as deemed necessary and proper for preserving the health, peace, order and good government and is further authorized to levy and collect taxes for said purposes, and

WHEREAS, the City of Orangeburg deemed it necessary to purchase two (2) fire trucks for said purposes and to finance the purchase of same over a period of three (3) years, and

WHEREAS, said indebtedness will be paid from revenue generated from the sale of fire contracts and the remainder will be budgeted in each fiscal year,

NOW, THEREFORE, BE IT ORDAINED by Council duly assembled that the City of Orangeburg shall borrow the sum of \$246,218.00 from the First National Bank of Orangeburg, South Carolina, at the annual rate of 5.94% per annum; said sum to be paid in three (3) annual payments of Ninety-two Thousand Ten and 34/100 (\$92,010.34) Dollars each.

BE IT FURTHER ORDAINED that said indebtedness shall be repaid from revenue generated from the sale of fire contracts and the balance shall be budgeted each fiscal year.

BE IT FURTHER ORDAINED that said indebtedness is incurred pursuant to authority of the City as set forth in Section 5-7-30 of the 1976 Code of Laws for the State of South Carolina and that such indebtedness shall not

constitute a pledge of the full faith and credit of the City of Orangeburg.

BE IT FURTHER ORDAINED that the Mayor of the City of Orangeburg is hereby authorized and directed to execute any and all documents in furtherance of this Ordinance.

DONE AND RATIFIED by Council duly assembled this 18th day of June, 1991.

Mark C. Chapman
Mayor
Richard Haire
L. J. [unclear] Keith
Robert D. [unclear]
W. Keith [unclear]
George W. [unclear]
Marion F. Moore
Members of Council

ATTEST: Sharon G. Fanning
City Clerk

ORDINANCE NO. 1991-09

AN ORDINANCE TO GRANT A FIFTEEN (15) YEAR,
NON-EXCLUSIVE FRANCHISE TO THE CITY OF ORANGEBURG,
DEPARTMENT OF PUBLIC UTILITIES FOR THE PURPOSE OF
PROVIDING CABLE TELEVISION AND RELATED SERVICES IN
THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA

BE IT ORDAINED by Council duly assembled that the City of Orangeburg, Department of Public Utilities, is hereby granted a fifteen (15) year, non-exclusive franchise for the purpose of providing cable television and related services in the City of Orangeburg, State of South Carolina, pursuant to that certain Franchise Agreement consisting of twenty-six (26) type-written pages and attachments thereto, all of which are attached hereto and made a part hereof by reference.

BE IT FURTHER ORDAINED that the Mayor of the City of Orangeburg is hereby authorized to execute said Franchise Agreement on behalf of the City of Orangeburg, State of South Carolina, and that the Manager of the Department of Public Utilities is hereby authorized to execute said Franchise Agreement on behalf of the Department of Public Utilities.

DONE AND RATIFIED by Council duly assembled this
18th day of June, 1991.

Martin C. Cheatham
Mayor

Bernard J. Haire
James W. Moore
Keith

W. W. Moore

James W. Moore
Marion F. Moore
Members of Council

ATTEST: Sharon A. Fanning
City Clerk

SECTION I

DEFINITION OF TERMS

"Affiliate" means any person which directly or indirectly owns or has a controlling interest in Grantee, any person which Grantee directly or indirectly owns or in which it has a controlling interest, or any person under common ownership or control with Grantee. An interest of five (5) percent or more shall be deemed a controlling interest for purposes of the Franchise.

"Basic Cable" is any tier of service regularly provided to all subscribers that includes the retransmission of local broadcast television signals.

"Cable Act" means the Cable Communications Policy Act of 1984, as amended.

"Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment that is designed to provide Cable Service and other service to subscribers.

"City," "Orangeburg" or "Franchising Authority" means the City of Orangeburg, South Carolina or the lawful successor, transferee or assignee thereof.

"DPU Communications System" or "Orangeburg Cable System" means the cable television division of the Department of Public Utilities of Orangeburg, South Carolina, a municipally-owned cable television Cable System.

"Effective Date," shall mean the date the Franchising Authority's Grant becomes effective, as provided in Section 2.3.

"FCC" means Federal Communications Commission, or successor governmental entity thereto.

"Franchise" shall mean this document, all exhibits thereto, all matters incorporated by reference and all amendments hereto, which collectively authorize construction and operation of the Cable System for the purpose of offering Cable Service and other service to Subscribers.

"Grantee" means DPU Communications System, and any lawful successor, transferee or assignee thereof.

"Install, construct, operate and maintain" or similar formulations shall include, but not be limited to, all work which is or may be performed in connection with a structure or Cable System, including but not limited to installation, construction, operation, maintenance, relocation, removal, modification, repair or erection of structures.

"Person" means any entity, including an individual, partnership, association, joint stock company, corporation, or governmental entity.

"Public Way" shall mean the surface of, and space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of installing, operating, repairing and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

"Service Area" means the municipal boundaries of the Franchising Authority, as those boundaries may be added to or reduced by annexation or other legal means.

"Service Tier" means a category of Cable Service provided by Grantee and for which a separate charge is made by Grantee.

"Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION II

GRANT

2.1 Grant. The City hereby authorizes itself, through DPU Communications System, to use Public Ways to install, construct, operate and maintain a Cable System. This authorization shall be referred to as a Franchise throughout; any privately-owned successor in interest will not be required to obtain any additional authorization in order to provide cable service in Orangeburg.

2.2 Term. The Franchise granted hereby shall expire 15 years after its effective date unless lawfully terminated in accordance with its terms or other applicable law, or altered in accordance with Section 13.4.

2.3 Effective Date. The Franchise shall go into effect on (Date).

2.4 Effect of Acceptance. By accepting the Franchise, Grantee: (a) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (b) agrees it will not oppose intervention by the City in any proceeding with respect to the Cable System; (c) except as to matters pre-empted and which cannot be waived, agrees it will not raise any claim or defense alleging that the Franchise is unreasonable, arbitrary, void, or unenforceable under the Cable Act, 42 U.S.C., Section 1983, or otherwise and agrees to accept each and every term and, to the extent permitted, waives and relinquishes rights it has or may have to claim the Franchise is void or unenforceable; and (d) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and waives its rights to raise any claim or defense to the contrary. This provision shall specifically be deemed endorsed by any successor in interest to Grantee.

2.5 Rights Reserved. The City reserves its rights (a) under its police powers; and (b) to enact and enforce consumer protection laws. The City expressly does not waive requirements of various codes and ordinances, and resolutions, including zoning codes, codes regarding building permits and fees, or time or manner of construction. Any fees or charges paid, so long as generally applicable and not unreasonably discriminatory, shall be paid in addition to the Franchise fee required under the Franchise.

2.6 Franchise Required. The Franchise shall in no way limit the City's right to authorize construction of other cable systems; provided that, no one shall be authorized to provide cable service in Orangeburg without authorization by the City.

SECTION III

USE OF STREETS AND PUBLIC GROUNDS

3.1 No Interference or Endangerment. Grantee may not endanger or interfere with the lives or property of persons, interfere with property of the City or of any public utility, or unnecessarily hinder or obstruct use of Public Ways. The Franchise does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in Public Ways. The City shall control distribution of space in Public Ways. The City may require Grantee to remove or relocate its Cable System, at Grantee's cost, as necessary to provide for optimum use of Public Ways.

3.2 No Hindrance to Public Works and Improvements. Grantee shall, at its cost, install, construct, operate and maintain its Cable System as directed by the City or other authorized government entity so as to permit the City or other authorized government entity to install, construct, maintain or operate public works or public improvements. Grantee, at its expense, shall relocate or remove its Cable System as requested by the City for reasons of traffic conditions, public health and safety and protection of property, street construction, grade change, or construction of any public improvement. Grantee, at its expense, shall promptly alter or relocate its Cable System to conform to any new line or grade. Grantee, at its cost, shall remove and relocate its structures which obstruct Public Ways, or whenever the City closes a Public Way. If, after seven days notice, Grantee fails to remove or relocate its Cable System as required by the City or other authorized government entity, the City or other authorized government entity may remove or relocate Grantee's Cable System, and Grantee shall compensate the City or other authorized government entity for all expenses incurred thereby.

3.3 Removal or Relocation in Event of Emergency. In event of emergency, or where the Cable System creates or is contributing to an imminent danger to health, safety or property, the City may remove or relocate Grantee's Cable System without notice.

3.4 Other General Conditions on Use of Public Ways.

- a. Grantee, at its cost, shall protect or support public or private property to prevent damage caused by construction, installation, maintenance or operation of the Cable System. If Grantee fails to protect such property, the City may do so, and Grantee shall compensate the City for all expenses incurred thereby. Grantee, at its expense, shall restore Public Ways it disturbs to as good a condition as prior to disturbance; and shall repair, replace or compensate property owners for public or private property it damages (except that the City may elect to repair or replace public

property, such as sewage lines, and bill Grantee for the reasonable cost of repair). Subject to the foregoing, Grantee may trim trees and other vegetation from Public Way, at its expense and subject at the City's option to the City's supervision.

- b. Grantee shall notify any person whose property is damaged within four hours of the time the damage is discovered.
- c. All excavation shall be performed under the supervision and direction of the City, so as to create the least inconvenience to public, and in accordance with permits issued by the City.

3.5 Special Conditions on Use of Compatible Easements.
Grantee shall ensure:

- a. that the safety, functioning and appearance of the property and the convenience and safety of other persons are not adversely affected by the installation, construction, maintenance or operation of the Cable System;
- b. that the Cable System, or any part thereof, shall be removed or relocated at Grantee's expense upon the property owner's request whenever the compatible easement is closed or relocated in accordance with law;
- c. that the cost of the installation, construction, operation or maintenance of the Cable System or any part thereof shall be borne by Grantee or the subscriber, in accordance with the requirements of the Franchise; and
- d. that the owner of the property shall be justly compensated by Grantee for any damages caused by the installation, construction, operation or maintenance of the Cable System or any part thereof by Grantee.

3.6 Movement of Wires for Third Person. Grantee shall raise or lower wires or equipment upon the reasonable request of any person, including any person holding a building permit. Expenses associated with raising and lowering the wires or equipment shall be paid by the person requesting the same (except in cases where Grantee is required to bear costs under other provisions of the Franchise) and Grantee may require advance payment. Grantee shall be entitled to require that it be given up to 10 days advance notice by the person requesting the movement.

3.7 Disputes as to Costs. The City may resolve disputes as to responsibility for costs.

3.8 No Guarantee of Accuracy of Maps. The City does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing structures. In Public Ways, where necessary, the location shall be verified by excavation.

3.9 Construction Standards. The construction, installation, operation and maintenance of the Cable System and all parts thereof shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with the following safety, construction and technical specifications and codes and standards, as they may now exist or be amended or adopted hereafter:

- a. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;
- b. National Electrical Code;
- c. National Electrical Safety Code (NESC);
- d. Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;
- e. Construction, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules Part 17;
- f. All Federal, State and Municipal Construction Requirements, including FCC Rules and Regulations;
- g. City of Orangeburg Department of Public Utilities construction requirements; and
- h. All Building and Zoning Codes, and all Land Use Restrictions and local safety codes.

In the event of a conflict among codes and standards, the most stringent code or standard shall apply. The City may adopt additional standards as required to ensure that work continues to be performed in an orderly and workmanlike manner, or to reflect changes in standards which may occur over the franchise term.

3.10 Initial and Continuing Tests. Grantee shall perform all tests necessary to demonstrate compliance with the requirements of the franchise and other performance standards established by law or regulation. The City and Grantee will establish mutually agreeable testing procedures; if no agreement is reached, the City may establish reasonable testing procedures.

3.11 Subcontractors. All contractors or subcontractors must be properly licensed. Grantee shall be responsible for ensuring that their work is performed consistent with the franchise.

3.12 Removal of Wires. Grantee shall remove its Cable System from Public Ways within six months of the termination of the Franchise, unless the City provides for some later date to ensure continuity of service to subscribers. The City may require Grantee to continue to provide service and to cooperate with transition to another provider as necessary to assure continuity of service to subscribers. If the Cable System is not removed, it shall be deemed abandoned.

3.13 Use of Equipment by the City. Subject to applicable tariffs, the City may use poles or conduits of Grantee at no charge, so long as the use does not interfere with Grantee's use. The City shall indemnify Grantee for all claims arising out of the City's use of Grantee's poles or conduits.

3.14 Aerial and Underground Construction. In those areas of the Service Area where the transmission and distribution facilities of public utilities providing telephone communications and electric services are located or relocated underground, Grantee likewise shall locate or relocate its Cable System underground.

SECTION IV

CABLE SYSTEM FACILITIES, EQUIPMENT AND SERVICES

4.1 Cable System Design. Grantee shall install equipment and facilities and construct its Cable System so that the Cable System in its entirety at least uses 550 mHz equipment. Fiber optic components shall be incorporated into the design, consistent with current design standards in the industry. Grantee shall use equipment generally used in high-quality, reliable, modern cable systems, including but not limited to back-up power supplies capable of providing power to the Cable System for three hours in the event of an electrical outage or its equivalent approved by the City; and including but not limited to modulators, antennae, amplifiers and other electronics which permit and are capable of passing through the signals received at the headend without substantial alteration or deterioration (thus, for example, the Cable System must include components so that a signal received at the headend in color may be received by the subscriber in color, and a stereo signal in stereo). Grantee shall only use equipment which passes the technical performance standards set forth in this ordinance.

4.2 Headend. Grantee shall install a headend which will be capable of providing 70-plus channels in full configuration and will develop signals of sufficient quality to meet technical specifications in this section throughout the service area (including on channels retransmitting upstream signals received through the headend), and so that the headend has adequate ventilation and space to be able to meet or exceed these design requirements.

4.3 Consumer Use. Grantee to the extent practical shall install equipment and construct its Cable System so that, except for premium or pay-per-view services, a subscriber can use all features such as remote control units for VCR and television sets for simultaneous viewing and recording on different channels.

4.4 Connection Between Access Facility and Headend. Grantee shall provide and install a dedicated fiber optic cable connection from any access facility to the headend (unless the access facility is located at the headend and such a connection is unnecessary). The dedicated connection should be designed and include all electronics and other devices required so that an access facility can send signals to the headend on at least two channels initially; and so that the access facility can remotely (1) route signals originated at the center or at other locations onto either of the two access channels on the regular subscriber network; and (2) otherwise control the signals to allow for smooth breaks, transitions, insertion of station ID's and other material.

4.5 Public, Educational & Governmental Use.

- a. Channels. Grantee shall initially dedicate two channels for public, educational and government use. One of such channels may be dedicated to educational use. The channels shall be provided on the date the Cable System is first activated. The City may require Grantee to dedicate additional channels as required to meet community needs.
- b. The City and Grantee agree that any cost to Grantee associated with providing services, facilities for and in support of access are made outside the Franchise, are not part of the Franchise fee, and fall within one or more of the exceptions to 47 U.S.C., Section 542.

4.6 Leased Use.

- a. Number of channels. Grantee shall provide at least the number of leased access channels required by the Cable Communications Policy Act of 1984 ("Cable Act"), and shall encourage leased use on reasonable terms.
- b. Reservation of rights. In the event the leased access requirements of the Cable Act change, Orangeburg may require Grantee to continue to provide channels it was required to provide under the Cable Act, may require it to provide additional channels, or may reduce the channel requirements, consistent with then-existing local needs and interests or as required to comply with federal law.

To the extent permitted by federal law, the City may regulate terms and conditions for leased use of the channels; may require Grantee to provide leased users access to Cable System facilities, equipment and services under reasonable terms and conditions; may require Grantee to attach or interconnect its Cable System to equipment and facilities to facilitate leased use of the channels, under reasonable terms and conditions; and may establish other rules and regulations to promote leased use of the channels.

- c. Grantee shall maintain a file showing the terms and conditions under which it provided services, facilities, equipment and channels to leased users. The file shall, at a minimum, show the lease price, all compensation to the lessor (including compensation in cash, in-kind services, facilities and equipment, or by barter), and the nature of the lessee, or its programming if considered in establishing the lease terms and conditions. The file shall be provided to the City upon request.

4.7 Subscribers Services.

- a. Activated Channels. Grantee shall provide at least 45 activated channels of service within six (6) months of initial operation. Grantee shall activate additional channels so that the citizens of Orangeburg receive a quality of service at least equal to that provided in comparable cable systems served by modern cable systems.
- b. Categories of Service. Grantee shall provide at least the following broad categories of service:
 - 1. Public affairs/news programming;
 - 2. Local or regional programming (in addition to any programming which will be carried on any access channel), which can be satisfied by carriage of local or regional broadcast stations;
 - 3. Programming of interest to minority groups;
 - 4. Children's programming;
 - 5. Educational programming; and
 - 6. Programming reasonably required to respond to the needs and interests of the community, as determined by surveys of the local community.

4.8 Non-discrimination.

Grantee shall not unlawfully discriminate against any subscriber or potential subscriber on the basis of race, color, religion, national origin, age, or sex; or deny service to any group of potential subscribers because of the income of the residents of the area in which a group of potential subscribers reside; provided that nothing shall prohibit Grantee from providing a "lifeline" type of service to the poor, the elderly or the developmentally disabled or physically disabled.

4.9 No City Control.

- a. During the term of the Franchise, the franchising authority shall not exercise control over the content of any program carried on the Cable System, except programs it may produce for cablecasting on an access channel. For so long as the City owns the Cable System, the authority to choose the programming for the Cable System shall be delegated to a community board, appointed by the City and insulated from the City control. At least once every three years, the board shall survey the citizens of Orangeburg to determine their needs and interests, and shall take this information into account in selecting programming for the Cable System.
- b. Grantee shall provide any subscriber, on request, a parental control device. The charge for the device may not exceed Grantee's actual cost for device.
- c. Nothing herein shall prevent the City from enforcing any generally applicable laws regarding obscenity, indecency, libel, slander and the like.

SECTION V

REGULATION OF TERMS AND CONDITIONS OF SERVICE TO SUBSCRIBERS

5.1 Scope of Authority. Except to the extent and for the time it is prohibited from doing so by federal law, the City may regulate the terms and conditions under which Grantee provides service (as used here and below, the phrase "terms and conditions" includes rates and charges to subscribers). This authority shall include, but not be limited to the authority: to require Grantee to collect rates subject to refund; to require refunds of excessive rates and charges; to require Grantee to cease and desist from charging excessive rates or enforcing unreasonable terms and conditions of service; to establish

appropriate terms and conditions of service; to require Grantee to submit any change in the terms and conditions under which services are provided to Orangeburg for approval prior to implementing the change; and to prevent or condition re-tiering or other re-arrangements of service offerings as required to protect its authority under this section.

5.2 Prior Approval. Except to the extent and for the time such a requirement is prohibited by federal law, Grantee shall be required to submit any rate change to the City for approval prior to implementing that change.

5.3 Notice of Changes. Grantee must provide the City and each subscriber at least sixty (60) days notice of any change in the terms and conditions under which any service is provided. Subscribers shall be entitled to refunds as appropriate for changes made without notice.

5.4 Non-Discrimination. To extent permitted by federal law, the City prohibits Grantee from discriminating among similarly situated customers in the provision of any services, facilities or equipment. Nothing shall prohibit Grantee from conducting temporary bona fide promotions, where the promotional rates are available to all similar classes of customers throughout Orangeburg.

SECTION VI

CUSTOMER SERVICE STANDARDS — CUSTOMER RIGHTS

6.1 Regulation of Customer Service Standards. The City shall have right to adopt and amend customer service standards from time to time. The initial customer service standards are set forth in Attachment 1 to the Franchise, which standards shall govern Grantee's operations unless and until amended. Grantee shall meet or exceed the standards at all times, and provide for adequate facilities and equipment and trained staff to satisfy all the requirements on an ongoing basis.

6.2 Right to Maintain Antenna. Grantee shall not, as a condition to providing service, require a subscriber or potential subscriber to remove any existing antenna, or disconnect an antenna except at the express direction of the subscriber or potential subscriber, or prohibit or discourage a subscriber from installing an antenna switch.

SECTION VII

EEO

7.1 EEO. Grantee shall comply with federal, state and local laws and regulations governing equal employment opportunities, as the same may be from time to time amended.

SECTION VIII

FRANCHISE FEES

8.1 Franchise Fee. As compensation for use of valuable public rights-of-way, Grantee shall pay the City three (3) percent of the gross revenues it receives in connection with the operations of the Orangeburg Cable System; or, for so long as Grantee is the city-owned Cable System, a payment in lieu of taxes equal to three percent of gross revenues. Grantee's gross revenues shall include additionally any gross revenues received by any affiliate of Grantee in connection with the operation of the Orangeburg Cable System (where the affiliate does not itself hold a cable franchise for Orangeburg) if that affiliate directly or indirectly provides any cable service over the Cable System, or controls or is involved directly or indirectly in the management and operation of the Cable System. The Franchise shall be read to prevent Grantee from avoiding the provisions of this section by lease, contract or other arrangement. At any time, on ninety (90) days notice, the City may increase the Franchise fee to up to five (5) percent of gross revenues or, if federal law changes to permit Orangeburg to charge a higher fee, up to such higher fee.

The term gross revenues includes, but is not limited to: revenues from pay, pay-per-view and basic service subscriptions; revenues from the provision of services, facilities or equipment to subscribers; revenues from the sale of all advertising; revenues for carriage of any service; revenues received from home shopping services; and any other compensation received, from any source and regardless of form, cash and non-cash. Any sales tax collected on behalf of any federal, state or local government or agency is not considered part of Grantee's gross revenues.

8.2 Not in Lieu of Other Taxes. The Franchise fee payment or the payment in lieu of taxes shall be made in addition to any tax, fee or assessment or payment in lieu of taxes required by the City, and except as federal law requires, no tax, fee or assessment of any kind or in lieu payment of any kind shall be considered part of the Franchise fee.

8.3 Payments Quarterly. Franchise fee payments are due and payable quarterly: May 1 for the first quarter, August 1 for the second quarter, November 1 for the third quarter and February 1 for the fourth quarter of each calendar year. Interest shall be paid at the prime rate on any late payments, and penalties may be imposed for inaccurate reporting or underpayment to the City.

8.4 No Accord or Satisfaction. Acceptance of any payment not an accord or satisfaction, or a waiver of any right under Franchise or law.

8.5 Reporting Forms. Each payment shall be accompanied by a form provided by the City reporting revenues and subscriber levels by category.

8.6 Right to Audit. The City shall have the right to audit Grantee's books on reasonable notice.

8.7 Transfer Fees. Any person who desires Orangeburg to consider an application for transfer or assignment of the Franchise to it shall compensate the City for all costs (including reasonable consultant and attorneys fees) associated with considering the application for transfer or assignment.

SECTION IX

LIABILITY, INDEMNITY AND INSURANCE

9.1 Indemnity. Grantee shall indemnify and save the City harmless from all loss or damages sustained by the City on account of any suit, judgment, execution, claim or demand (including legal fees incurred) resulting from Grantee's installation, construction, operation or maintenance of its Cable System. The duty to indemnify and hold harmless shall include but not be limited to a duty to indemnify against losses or damages sustained as a result of Grantee's acts or omissions (1) arising out of Grantee's use or attempt to use Public Ways; and (2) arising out of any claim for invasion of the right of privacy, libel, slander, copyright violation, patent infringement or the like. The indemnity is conditioned on the following: the City must notify Grantee within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise made against the City on account of any act or omission by Grantee. Nothing in this section prohibits the City from participating in the defense of any litigation by its own counsel and obtaining indemnification of the costs associated therewith.

9.2 Insurance.

a. Grantee shall maintain the following insurance:

1. To satisfy its duties to indemnify and hold harmless the City: an insurance policy, in the City's favor, with limits not less than the maximum liability for claims which could be asserted against the City for any number of claims arising out of each single occurrence or accident under the South Carolina Tort Claims Act as amended.
2. A general liability policy in the minimum of \$500,000 for damage to any single property, and \$1,000,000 for property damage aggregate per single accident or occurrence; \$1,000,000 for personal bodily injury to any one person and \$2,000,000 bodily injury aggregate per single accident or occurrence; or in such other amounts as are acceptable to the City and provide substantially equivalent coverage.

3. Automobile liability in the same amounts.
 4. Worker's Compensation and Employer's liability insurance in the statutory amounts required.
- b. Grantee shall provide a certificate proving compliance with standards established in this ordinance in a form satisfactory to the City on or before effective date of the Franchise. Grantee may not cancel any required insurance policy without prior notice to the City, and submission of proof that Grantee has obtained alternative insurance coverage satisfactory to the City which complies with the Franchise.
 - c. The amounts and types of insurance required herein are subject to adjustment at three-year intervals to take into account additional potential risks to the City and its citizens. A new certificate must be submitted within twenty (20) days of the date the City adjusts the insurance amounts.
 - d. Grantee's compliance with these insurance requirements shall in no way waive or limit its duty to indemnify and hold harmless.

9.3 No Limitation. The rights of the City and the obligations of Grantee under the Franchise shall not be diminished in any respect by recovery of any amounts under this section.

9.4 No Liability. The City shall not be liable to Grantee for any damages or loss which Grantee may suffer as the result of the City's exercise of the authority granted under the Franchise, including but not limited to exercise of authority under Section III.

9.5 Waiver for the City-Owned Cable System. To the extent the requirements of this section are unnecessary or inappropriate given the relationship between the City and Grantee, they are waived for so long as the City owns the Cable System. The City, for example, need not indemnify itself, or obtain insurance coverage in addition to the insurance it otherwise maintains, so long as that insurance covers the City's cable operations.

SECTION X

MONITORING PERFORMANCE; EXERCISE OF REGULATORY AUTHORITY

10.1 Inspection of Books and Records. The City reserves the right to require Grantee or any Affiliate of Grantee in control or possession of documents bearing on the obligations of Grantee or its Affiliate under the Franchise to produce pertinent books, records,

plans and other document including financial documents at the Orangeburg City Hall for inspection and copying upon reasonable notice and no later than thirty (30) days after any request for production. If the books, records, maps or plans or other requested documents are too voluminous, or for security reasons cannot be copied and moved, then Grantee may request that the City inspect them at some other location, provided that (1) Grantee makes necessary arrangements for copying documents selected by the City after review; and (2) Grantee pays all travel and additional copying expenses incurred by the City in inspecting those documents. The parties agree that any payments made by Grantee hereunder are not a Franchise fee and fall within one of the exceptions thereto.

10.2 Inspection of Installations. The City shall have the right to inspect Grantee's facilities and equipment and to perform tests as deemed necessary to ensure compliance with the terms of the Franchise.

10.3 Requests for Information. Grantee or any Affiliate in control or possession of information respecting the Cable System in Orangeburg shall respond to inquiries concerning the construction, operation, installation or maintenance of that Cable System; plans for its expansion; or Grantee's or Affiliate's financial or legal status. Grantee or its Affiliate shall provide the information requested within thirty (30) days of the request.

10.4 Records Maintained. In addition to public file records and maps, Grantee shall maintain at least following records, in a form acceptable to the City:

- a. records of outages, indicating date, approximate duration, area affected, type of outage and cause;
- b. records of service calls for repair and maintenance, indicating date and time service was requested, date of acknowledgement and date and time service was scheduled and date and time service was provided (and, if different, date and time problem was solved);
- c. records of installation/reconnection and requests for service extension, indicating date of request, date of acknowledgement, and date and time service was extended; and
- d. records of complaints, indicating date complaint was received, nature of complaint and resolution of complaint, and date of resolution.

10.5 Reports Prepared. By May 1 of each year of the Franchise term, Grantee shall provide the following reports for the preceding year in a form acceptable to the City:

1. a report stating subscriber totals for each category of service; the number of subscribers added and the number disconnecting; the number of Cable System extensions; and the nature of and costs associated with capital improvements to the Cable System;
2. a Franchise fee report showing revenues received, by category;
3. an income statement for the Orangeburg Cable System; and
4. a list of officers and members of Board of Directors of Grantee and Grantee's parent.

10.6 Documents to be Provided. Grantee shall provide the following documents to the City as received or filed, without regard to whether the documents are filed by Grantee or an Affiliate:

1. annual report of Grantee, or each Affiliate of Grantee which controls Grantee and issues an annual report;
2. copyright filings reflecting the operation of the Orangeburg Cable System;
3. FCC Forms 325 and 395 for the Orangeburg Cable System, or their successor forms;
4. any filing made at the FCC or any state or federal agency regarding the Orangeburg Cable System; its proof-of-performance tests; its RF signal leakage tests;
5. any notice of deficiency, forfeiture, or document instituting any investigation, civil or criminal proceeding issued by any state or federal agency regarding the Orangeburg Cable System, Grantee, or any Affiliate of Grantee, to the extent the same may directly or indirectly affect or bear on operations in Orangeburg. For example, a notice that an Affiliate which has a management contract for the Orangeburg Cable System was not in compliance with FCC EEO requirements would be deemed to affect or bear on operations in Orangeburg; and

6. any request for protection under Bankruptcy laws, or any judgement related to a declaration of bankruptcy.

10.7 Additional Reports. On request, Grantee or any Affiliate shall provide copies of any document filed with or received from any federal, state or local government entity which the City deems relevant to Grantee's or Affiliate's obligations under the Franchise.

10.8 Testing. When, based on investigation or subscriber complaint, the City has questions concerning the reliability or technical quality of the Cable System, the City may require Grantee to perform tests and prepare a report showing (1) the nature of complaint or problem which precipitated the test; (2) the Cable System component or area tested; (3) the equipment and procedures used; (4) any conclusions drawn from the tests; and (5) other information pertinent to understanding the tests. The City may supervise the tests.

10.9 No Limitation. Grantee's duty to prepare reports, submit documents and conduct tests shall not limit Grantee's duty to permit the City to inspect documents, or Grantee's duty to respond to requests for other information.

10.10 Periodic Review. The City may conduct periodic reviews of Grantee's performance under the Franchise. As part of such reviews, the City may consider: (a) whether Grantee has complied with its obligations under the Franchise; (b) whether customer service standards, technical standards, bond or security fund requirements are adequate or excessive; and (c) other issues as may be raised by Grantee, the City or the public.

10.11 Five-Year Review.

- a. To take into account changes in the cable industry, changes in technology and changes in community needs and interests, the City shall have the right to review provisions of the Franchise with respect to channel capacity and Cable System design and with respect to access facilities and equipment during the years which begin on the fifth and tenth anniversaries of the effective date of the Franchise to determine whether the requirements should be increased or otherwise modified to impose additional or more specific requirements on Grantee.
- b. In making its determination, the City may review the future needs and interests of the community, considering to the extent not prohibited by law:
 1. then-current practices within the cable industry with respect to new Cable System design and construction and signal quality;

2. the availability and price of consumer equipment which would enable subscribers to take advantage of changes in technology;
 3. whether there is a reasonable likelihood that the Cable System will operate on reasonably profitable terms over the remaining life of the Franchise if the Franchise requirements are altered;
 4. with respect to requirements for access channels, facilities or equipment, the existing and projected patterns of use of the facilities and equipment; whether users or potential users are experiencing delays in using facilities and equipment; and whether changes in technology warrant use of different facilities and equipment; and
 5. such other matters as are then appropriate given the purpose of this section.
- c. If the City concludes after reviewing the above that it would be appropriate to do so to satisfy the future needs and interests of the community in light of the costs thereof, the City may increase or otherwise alter requirements in the Franchise for facilities and equipment (including, e.g., by requiring Grantee to increase the Cable System channel capacity, or change the Cable System design).
- d. If Grantee objects to a decision to increase or otherwise alter the facilities and equipment Grantee is required to provide under the Franchise, Grantee shall notify the City in writing within fifteen (15) days after the City's decision issues. The parties shall meet and negotiate in good faith to resolve any dispute, but either party shall have the right to submit the matter to a three-person arbitration panel. The determination of the panel shall be final.

10.12 Grantee Cooperation. Grantee shall cooperate in any periodic and five-year reviews, including by submitting reports on the state of cable technology.

10.13 Adoption of Amended Standards. Except where inconsistent with other Franchise provisions, the following procedure shall apply in the event the City exercises its authority to amend standards established by the Franchise:

- a. The City shall publish a notice indicating the matter being investigated; why the investigation was commenced and the options being considered by the City to resolve the matter.
- b. The City shall provide the public and Grantee the opportunity to comment on the matter and to present information for consideration by the City.
- c. The City, based on its investigation and any information submitted, shall issue a report, explaining its decision and the basis for the decision.
- d. Any member of public (including Grantee) may petition for reconsideration within fifteen (15) days of issuance of decision.
- e. Notwithstanding the foregoing, the City may from time to time adopt regulations setting forth procedures and rules for submission of materials as part of any proceeding to amend the Franchise.

10.14 Delegation of Authority. The City retains the right to delegate its cable television regulatory authority in whole or part to any Board, Commission, department or other entity it may establish or designate.

10.15 Obligation to Release. Grantee shall take all steps required, if any, to ensure that it is able to provide the City all information which must be provided or may be requested under the Franchise, including by providing appropriate subscriber privacy notices.

SECTION XI

PERFORMANCE GUARANTIES; REMEDIES; TERMINATION

11.1 Performance Bond.

- a. During the period beginning on the effective date of the Franchise, Grantee shall maintain a performance bond in the amount of \$350,000 to ensure faithful performance of the Cable System construction requirements and requirements regarding the provision of access facilities and equipment.
- b. The Bond shall be released eighteen (18) months after Grantee provides written notice to the City that the Cable System construction has been completed in accordance with the Franchise and

access equipment or facilities have been provided (or such earlier date as the City deems appropriate).

- c. The City may establish new performance bond requirements in the event any future Cable System rebuild or upgrade is required.

11.2 Security Fund.

- a. During the term of the Franchise, Grantee shall deposit with the City a Security Fund in the amount of \$250,000, which shall be provided in cash or in the form of an irrevocable letter of credit or other instrument in a form acceptable to the City. The instrument shall give the City the unconditional right to draw on Security Fund as it deems necessary to ensure compliance with each and every provision of the Franchise, including provisions with respect to indemnities, damages, losses and penalties.
- b. Grantee shall replenish the Security Fund within thirty (30) days of the date the City mails Grantee written notice stating (a) that money has been withdrawn from the fund; (b) the amount of the withdrawal; and (c) the reason for the withdrawal.
- c. Orangeburg may increase the Security Fund requirements at the time of any transfer or assignment of the Franchise; to adjust for inflation; or for additional risk factors which it finds make an increase in the Security Fund appropriate.

11.3 Liquidated Damages. The City may assess liquidated damages for any failure to comply with the provisions of the Franchise. Liquidated damages amounts may be adjusted throughout term of Franchise by the City by resolution to take into account inflation and to ensure that the liquidated damages provide an effective deterrent to non-compliance.

- 1. for failure to complete construction or extend service in accordance with Franchise: \$1,500/day for each day the violation continues;
- 2. for failure to comply with requirements for public, educational and government use of Cable System: \$1,000/day for each day the violation continues;
- 3. for failure to submit reports, maintain records, provide documents or information: \$500/day for each day the violation continues;

4. for violation of EEO requirements; rights to privacy: \$5,000 per violation;
5. for violation of customer service standards: \$750 per violation;
6. for failure to comply with transfer provisions: \$1,000/day from the date of any unlawful transfer; and
7. for all other violations: \$500/day for each day violation continues.

11.4 The provisions of Sections 11.1-11.3 are waived for any period Grantee is owned by the City.

11.5 Termination.

- a. The Franchise shall terminate on the expiration date hereof, and at the City's option may be terminated:
 1. if Grantee's charter or other authorization required to conduct business in South Carolina is revoked, or any other license which Grantee requires to conduct business in Orangeburg is revoked;
 2. if Grantee is adjudged bankrupt;
 3. for violation of any material provision of the Franchise, or any material rule, order or regulation or other determination of the City made pursuant to Franchise;
 4. for any attempt to evade any material provision of the Franchise or to practice any fraud or deceit upon Cable System subscribers or the City;
 5. for violation of applicable provisions of federal or state law or for any attempt to evade applicable provisions of state or federal law;
 6. for failure to begin or complete Cable System construction on schedule;
 7. if the Cable System is abandoned; and
 8. for material misrepresentation of fact in obtaining the Franchise, obtaining any rate change, or in obtaining or objecting to any amendment of the Franchise.

11.6 Procedures for Termination and Forfeiture.

- a. The City shall notify Grantee of the alleged violation which may warrant termination, which notice shall (1) describe the alleged violation; (2) direct Grantee to correct or to show cause why alleged violation should not be corrected; and (3) state the time for response, in accordance with state law.
- b. Within the time designated, but no less than thirty (30) days from the date notice is sent to it, Grantee must (1) cure the violation or (in the event the violation cannot be cured within the time period specified) take reasonable steps to cure, and submit a written response to the City, identifying the specific steps taken; or (b) contest the assertion of non-compliance, describing all facts relevant to its claim, supported by affidavits and documents. No further opportunity to cure is required before the City exercises its rights under the Franchise.
- c. If the violation continues after the date of Grantee's response and unless the City is satisfied reasonable steps are being taken to cure which will make the City and subscribers whole, the City at any time may exercise its rights, including but not limited to the right to assess liquidated damages from the date of initial violation; to terminate; or to draw on the Performance Bond or Security Fund. The City may draw on the Security Fund to satisfy any penalties.

11.7 Remedies Cumulative. Remedies provided herein are cumulative and in addition to other rights the City may have at law or equity or under the Franchise, which it may exercise at any time, without notice.

11.8 Sale of Cable System on Termination. For any period it does not own the Cable System, the City shall have the option to buy the Cable System in accordance with this section and Section 11.9. On the date scheduled for Franchise expiration under Section 2.2, and assuming the Franchise has not been terminated for cause, the City may buy the Cable System or require Grantee to sell the Cable System to an approved purchaser at fair market value, less the value of the Franchise. At any time upon termination for cause, the City may buy the Cable System or require Grantee to sell the Cable System to a purchaser at fair market value, less accumulated depreciation, less the value of the Franchise.

11.9 Notification of Options. The City shall notify Grantee of its intent to exercise the option to purchase on the date of Franchise expiration no sooner than twenty-four (24) and no later than

twelve (12) months prior to the scheduled expiration. The City shall notify Grantee of its intent to exercise its option to buy upon termination for cause within six months of the decision to terminate. The City and Grantee shall enter into negotiations promptly to establish a price in accordance with Section 11.8 and terms and conditions which reflect usual industry practices. Price, terms and conditions shall be established by arbitration if no agreement is reached within ninety (90) days after the City provides notice of its intent to exercise its right to by the Cable System.

SECTION XII

TRANSFER

12.1 No Transfer Without Consent. The Franchise may not be assigned or transferred, in whole or part, or leased, subleased or mortgaged by any means without prior consent including any consent required by South Carolina law prior to sale of a municipally-owned Cable System. A change of control or ownership of Grantee shall be considered a transfer. The term "control" includes actual working control in whatever manner exercised, and shall be deemed to have occurred upon acquisition or accumulation by any person of five (5) percent of the shares or interests in Grantee or guarantors. Grantee and the proposed transferee must cooperate in the City's investigation of the transfer and each is required to provide pertinent documents and respond to reasonable requests for information, including specifically, requests for projections regarding the financial performance and rates of the Cable System after transfer.

12.2 Response to Transfer Request. The City may grant, deny or establish conditions on transfer, as it deems necessary to protect the public interest. In reviewing a request for a transfer, the City may consider, but is not limited to considering, the following factors, except as prohibited by federal law:

- a. the ability of transferee to satisfy all terms and conditions of Franchise and to continue to provide service at a reasonable price;
- b. the financial, technical and legal qualifications of transferee;
- c. the proposed transferee's record of performance in other communities and plans for management of Orangeburg Cable System;
- d. whether there are outstanding Franchise compliance issues, or whether the transfer would adversely affect the rights of the City under the Franchise;
- e. whether transferee understands and is willing to accept all obligations under the Franchise, including its duty to correct all past deficiencies, if any; and whether the transferee is

willing to sign the Franchise and transfer documents;

f. whether the transfer will adversely affect service to public; and

g. whether the transferee and Grantee have provided information necessary to evaluate the transfer request.

12.3 Effect of Unlawful Transfer. Notwithstanding Section 11.6, every transfer, assignment or change of control shall make the Franchise subject to cancellation, without notice, unless and until the City shall have consented thereto.

12.4 Timetable for Consideration. The City is under no obligation to conduct proceedings to satisfy schedules for Closing established by Grantee and proposed transferee. Provided that, upon submission of a request for transfer, Grantee may request the City to establish a procedural schedule for consideration of the transfer request.

SECTION XIII

MISCELLANEOUS

13.1 Time of Essence, Maintenance of Records of Essence.

In determining whether Grantee has substantially complied with the Franchise, the parties agree that time is of the essence to the Franchise. As a result, failure to complete construction, extend service, seek approval of transfers or provide notices in timely manner may constitute substantial breaches. The Parties agree that maintenance of records and provision of reports in accordance with the Franchise is also of the essence to the Franchise.

13.2 No Waiver. No failure of the City to exercise and no delay in exercising any right shall operate as a waiver of the City's rights hereunder, nor shall single or partial exercise of any right preclude any other right. A waiver of any right at one time shall not affect the exercise of right or remedy at any other time, or limit Grantee's duty to comply with the Franchise at any other time. For a waiver by either party to be effective, it must be in writing. The failure of the City to take any action in event of a material breach shall not constitute a waiver of rights, or affect the right of the City to enforce the Franchise with respect to that breach or any other breach.

13.3 Effect of Preemption; Federal and State Law.

Grantee must comply with all applicable provisions of federal and state law, except to the extent those provisions are superseded by a provision of the Franchise. If the City's ability to enforce any Franchise provision is finally and conclusively preempted, then the provision shall be deemed preempted but only to the extent and for the

period the preempted is required by law. If, as a result of a change in law or otherwise, the provision would again be enforceable, it shall be enforceable and Grantee will comply with all obligations thereunder without the requirements of any action of the City.

13.4 Severability. The provisions of the Franchise are severable, but subject expressly to the following: if any material provision is preempted, declared void or becomes unenforceable for any reason, the City shall have the right to adopt alternative provisions and amendments which preserve the benefits of the Franchise or establish equivalent benefits. If the alternative provisions and amendments cannot be adopted to the satisfaction of the City, the City shall have the right to shorten the Franchise term to a date not less than twenty-four (24) months after the date a provision is preempted, declared void or becomes unenforceable.

13.5 Interpretation. Any dispute regarding interpretation of the Franchise terms is to be resolved in the manner most favorable to the City.

13.6 Acts of God. Grantee shall not be deemed in default or non-compliance with provisions of the Franchise where performance was rendered impossible by war or riots, civil disturbance, hurricanes, floods or other natural catastrophes, and the Franchise shall not be revoked or Grantee penalized for such non-compliance, provided Grantee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible with the Franchise under the circumstances without endangering the health, safety and integrity of Grantee's employees or property, or the health, safety and integrity of the public, or public or private property.

13.7 Notice. Notice shall be provided by mail, to persons designated by Grantee and the City.

13.8 Descriptive Headings. The headings set forth herein are descriptive only.

13.9 South Carolina Law Applies. South Carolina law shall govern the interpretation of Franchise.

13.10 Arbitration. Any arbitration provided for under Franchise shall be conducted in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals this 26th day of June, 1991.

IN THE PRESENCE OF:

CITY OF ORANGEBURG

Carol K. Seadale

by

Martin C. Cheatham
Martin C. Cheatham, Mayor

Sandi Macchler

DEPARTMENT OF PUBLIC UTILITIES

Becky A. Austin

by

Ted M. Johnson, Jr.
Ted M. Johnson, Jr., Manager

Michael S. Blum

AN ORDINANCE TO ESTABLISH THE
ORANGEBURG CABLE TELEVISION PROGRAMMING COMMISSION

WHEREAS, the City of Orangeburg has issued a franchise to the cable division of the Department of Public Utilities for the purpose of establishing a communications system, and

WHEREAS, the Cable Communications Policy Act of 1984 provides, in part, that no City can exercise any editorial control regarding the content of any cable service on a cable system in which any city holds an ownership interest, and

WHEREAS, it is necessary to appoint a programming commission to exercise control regarding the content of cable service to be distributed by the cable division of the Department of Public Utilities,

NOW, THEREFORE, BE IT ORDAINED by Council duly assembled that the Code of Ordinances for the City of Orangeburg, South Carolina, is hereby amended by adding a new section 2-10.5, which section reads as follows:

"Section 2-10.5.

A. There is hereby created, formed and established the Orangeburg Cable Television Programming Commission.

B. The powers and duties of the Commission shall be exercised and performed by a commission, which shall consist of eleven (11) individuals appointed and elected by the City Council of the City of Orangeburg. Each member of the Commission shall be a resident of the area being served by the Orangeburg Cable Television Division of the Department of Public Utilities at the time of appointment and during incumbency.

C. The term of all members shall be for a period of four (4) years, but of the initial appointments, three (3) shall be for one (1) year, four (4) shall be for two (2) years, and four (4) shall be for three (3) years.

D. The Mayor and each Council member shall each appoint one (1) member of the Commission and the remaining four (4) members shall be elected by majority vote of City Council. Of the four (4) elected members, one (1) shall be a student attending high school or a two (2) or four (4)

year accredited college or university of higher learning and under the age of twenty-one (21) years, one (1) shall be a full-time employee of an accredited two (2) or four (4) year college or university of higher learning and the remaining two (2) shall not be residents of the City of Orangeburg.

E. The Commission shall elect a Chairman, a Vice Chairman, a Secretary and such other officers it deems necessary. The Commission shall meet upon the call of its Chairman but not less frequently than semi-annually.

F. The Manager of the Department of Public Utilities for the City of Orangeburg shall be an ex officio member.

G. The Commission shall be empowered to:

(1) Adopt such bylaws, rules and regulations for the conduct of its business and expenditure of its funds as it may deem advisable.

(2) Select the specific programs and channels to be offered by the cable division of the Department of Public Utilities consistent with the budget established by said division. The cable division of the Department of Public Utilities shall establish broad categories of video programming to be offered and the number of channels to be made available for each broad category. The division shall also establish a budget for the purchase of each broad programming category. The Commission shall have the sole and exclusive power of selecting the specific programs and channels to be offered by the cable division of the Department of Public Utilities within each broad programming category, consistent with the budget established by said division.

(3) The Commission shall hold public hearings to receive citizens' input to assist it in the selection of specific programs and channels. The Commission shall annually review its program and channel selections to determine if said selections meet the community needs and interests.

(4) After the initial selection, the Commission shall give the cable division of the Department of Public Utilities three (3) months notice of any change of programs or channels for the purpose of providing an orderly transition with the least amount of disruption to subscribers. At the expiration of three (3) months, the division shall complete said change, provided same will not require the breach or termination of any

contractual obligations previously
authorized by the Commission."

DONE AND RATIFIED by Council duly assembled this
2nd day of ~~June~~ ^{July}, 1991.

Martin C. Cheatham
Mayor

Edward S. Hays
William F. Moore

L. J. Simpson
W. Leeley
Joel W. Rens

Members of Council

ATTEST: Sharon M. Fanning
City Clerk

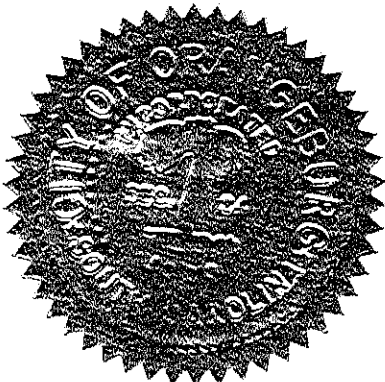
AN ORDINANCE TO AMEND AN ORDINANCE AS ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG ON THE 18TH DAY OF MAY, 1954, FOR THE PURPOSE OF REGULATING AND RESTRICTING WITHIN THE CORPORATE LIMITS OF ORANGEBURG, SOUTH CAROLINA, THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES, 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 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 the 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 "O-I Office - Institutional Apartments" all that certain parcel of land situate, lying and being inside the City Limits of Orangeburg, South Carolina and being bounded as follows: On the northwest Horger NE measuring sixty(60) feet; on the northeast by property of Debra Junelle Hill, G. W. Berry, Beth A. Hewitt et al Trust measuring one hundred seventy-three and seven tenths(173.7) feet; on the southeast by property of Vance H. Whetstone measuring sixty(60) feet; and on the southwest by property of Hiram C. Courtney measuring one hundred sixty and six tenths(160.6) feet.

Change from "A-2 Residential" to "B-1 Retail Business" all that certain parcel of land situate, lying and being inside the City Limits of Orangeburg, South Carolina and being bounded as follows: On the north by other property of Edisto Plaza, Inc. and measuring two hundred and thirty(230) feet, more or less; on the east by Phillip Court SW and property of Reatha F. Harley measuring one hundred and fourteen(114) feet, more or less; on the south by property of Orangeburg School District No. 5 measuring two hundred forty-four and ninety-one hundredths(244.91) feet; and on the west by other property of Edisto Plaza, Inc. measuring eighty-two(82) feet, more or less.

PASSED by the City Council of the City of Orangeburg, South Carolina, this 3rd day of September, 1991



Martine Cheatham
MAYOR

James Haire
William F. Moore
James W. Phares
MEMBERS OF COUNCIL

ATTEST:

Sharon A. Fanning
CITY CLERK

AN ORDINANCE TO AMEND CHAPTER 24, ZONING, FOR
THE PURPOSE OF REGULATING OFF-STREET PARKING
AND LOADING IN THE CORPORATE LIMITS OF
ORANGEBURG, SOUTH CAROLINA.

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

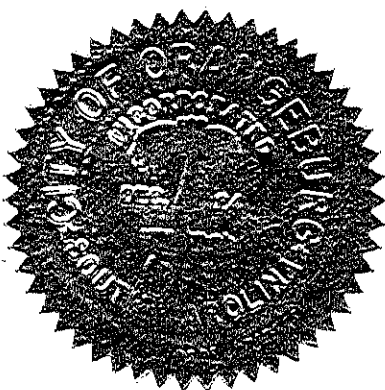
That "Sections 24-4-E, 24-5-E and 24-12-E; Off-Street
Parking" be amended to read:

Off-Street Parking. Off-street parking shall
be provided in accordance with the requirements
of Section 24-19.

Furthermore, that "Section 24-12-E, Off-Street Loading"
be amended to read:

Off-Street Loading. Off-street loading shall
be in accordance with the regulations in
Section 24-19.

DONE AND RATIFIED in City Council by the City Council of
Orangeburg, South Carolina this third
day of September, 1991.



Martine Thompson
MAYOR
Benn O'Kaire
Wanda F. Moore
James P. Carter
R. Herbert Colley
George W. Cherry
CITY COUNCIL

ATTEST:

Sharon M. Fanning
CITY CLERK

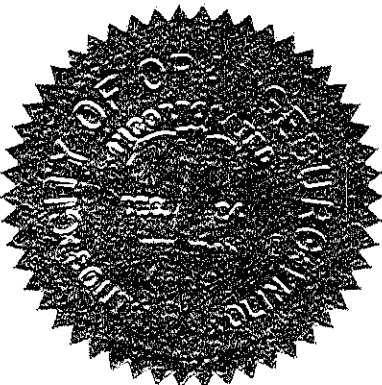
AN ORDINANCE TO AMEND CHAPTER 24, ZONING FOR THE PURPOSE OF REGULATING REQUIRED ACCESSIBILITY FOR LOTS IN THE CORPORATE LIMITS OF ORANGEBURG, SOUTH CAROLINA.

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

That "Sections 24-16-a Additional Regulations" be amended by adding the following:

Every lot shall have access to it that is sufficient to afford a reasonable, safe mean of ingress and egress for emergency vehicles as well as for all those likely to need or desire access to the property in its intended use.

DONE AND RATIFIED in City Council by the City Council of Orangeburg, South Carolina this third day of September, 1991.



Martin C. Thompson
MAYOR
James Haire
William F. Moore
James H. Haire
James H. Haire
James H. Haire
CITY COUNCIL

ATTEST:

Sharon M. Fanning
CITY CLERK

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE
CITY OF ORANGEBURG, SOUTH CAROLINA, FOR THE FISCAL YEAR
ENDING SEPTEMBER 30, 1992.

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, 1991--September 30, 1992, and the estimated
revenue for payment of same is hereby adopted.

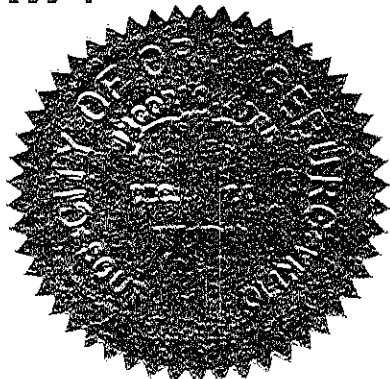
SECTION 3. That a tax to cover the period from the first day
of January, 1992 to the Thirty-first day of December, 1992,
both inclusive, for the sums and in the manner hereinafter
mentioned, is and shall be levied, collected and paid into
the treasury of the City of Orangeburg for the use and
service thereof; i.e., a tax of 66 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, South Carolina, 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 County Treasurer, at the Orange-
burg County Administrative Center, of the County of
Orangeburg, South Carolina, from the first day of October
1991, until the fifteenth day of January 1992, from the hours
of 8:30 A.M. until 5:00 P.M., Monday through Friday,
Saturdays and Sundays excepted.

SECTION 5. On January 16, 1992, a penalty of three (3)
percent shall be added on all unpaid taxes; on February 2,
1992, a penalty of seven (7) percent shall be added on all
unpaid taxes, and on March 17, 1992, a penalty of five (5)
percent shall be added on all unpaid taxes. On March 17,
1992, all delinquent properties shall be placed in execution
by the county delinquent tax collector.

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 17th DAY OF September
1991.



ATTEST:
Sharon G. Fanning
CITY CLERK

Martin L. Cheatham
MAYOR
Marion F. Moon
James W. Felt
John W. Blenke
Frederick L. Kelly
Alan W. Barnett
MEMBERS OF COUNCIL

ORDINANCE NO 1991-15

AN ORDINANCE
PROVIDING FOR THE ISSUANCE AND SALE OF A ONE HUNDRED TWO THOUSAND DOLLAR (\$102,000) GENERAL OBLIGATION BOND OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

ARTICLE IFINDINGS OF FACTSection 1.01.

As an incident to the adoption of this Ordinance, and the issuance of the bond provided for herein, the City Council of the City of Orangeburg, South Carolina (Council), the governing body of the City of Orangeburg, South Carolina (City) finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct:

1. Pursuant to the provisions of Sections 5-21-210, et. seq., Code of Laws of South Carolina, 1976, as amended and supplemented by those provisions of Act No. 125 of the 1977 Acts of the South Carolina General Assembly, now codified as Section 11-27-40 of the Supplement to the aforesaid Code, (collectively, the Enabling Act), the City is empowered to issue general obligation bonds for any "authorized purpose" as defined therein.

2. The City proposes to finance the purchase of a 1991 Crane Carrier, rear loading garbage truck (the Project) which requires the issuance of a general obligation bond in the principal amount of \$102,000. The bond shall be designated GENERAL OBLIGATION

BOND OF THE CITY OF ORANGEDURG, SOUTH CAROLINA, in the principal amount of \$102,000 (the Bond), the proceeds of which shall be expended to defray a portion of the costs incurred in connection with the Project.

Section 1.02.

The assessed value of all taxable property in the City for the year 1991, which is the last completed assessment thereof, is the sum of \$ 21,381,388.00. The City may incur (under the applicable 8% constitutional debt limitation established by Article X of the South Carolina Constitution) bonded indebtedness without referendum in the aggregate principal sum of \$ 1,710,511.04. The City presently has no outstanding general obligation indebtedness chargeable against this debt limitation. Thus, the City may issue the Bond authorized by this Ordinance without the necessity of an election.

Section 1.01.

The Enabling Act authorizes the City to issue general obligation bonds maturing not later than eight years from the date of issuance and in an amount not exceeding \$500,000 at private sale and without advertisement if not less than ten days prior to delivery, notice of intention to sell such bonds at private sale shall be given by publication in a newspaper of general circulation in the City.

Council has determined that it would be most advantageous to construct the Project and to effect a "private" sale of the Bond in accordance with Paragraph 4 of Section 11-27-40.

Finally, Council is desirous of utilizing the provisions of Section 11-27-40(3) Code of Laws of the State of South Carolina 1976, as amended, which limits the period within which taxpayers of the City may file a petition requesting that this Ordinance be repealed.

Council intends to observe all of the foregoing requirements.

ARTICLE II

ISSUANCE OF THE BOND

Section 2.01.

Pursuant to the provisions of the Enabling Act, and for the purpose of defraying the cost of the Project there shall be issued a One Hundred Two Thousand Dollar (\$102,000) General Obligation Bond of the City of Orangeburg, South Carolina.

Section 2.02.

The Bond shall be in denomination of \$102,000, shall be numbered R-1, and shall be payable to Orangeburg National Bank.

The Bond shall be dated as of the date of closing and shall mature as follows:

The Bond shall not be subject to redemption prior to maturity.

Section 2.03.

The Bond shall bear interest at the rate of 5.58 %.

Section 2.04.

Both the principal of and interest on the Bond shall be payable to the purchaser in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, at the principal office of such purchaser. Payments of principal and interest shall be noted on the "Schedule of Payments" attached to the Bond.

Section 2.05.

The Bond shall be executed in the name of the City by its Mayor, attested by its Clerk/Treasurer and the Seal of the City impressed thereon.

Section 2.06.

Both the principal of and interest on the Bond shall be exempt from all State, county, municipal, school district and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

Section 2.07.

For the payment of the principal of and interest on the Bond, as the same respectively mature, the full faith, credit and taxing power of the City of Orangeburg, South Carolina, are hereby irrevocably pledged, and there shall be levied

annually and collected a tax on all taxable property in the City, sufficient to pay the principal of and interest on the Bond as the same become due.

Section 2.08.

The Finance Director of the City of Orangeburg shall be notified of this issue and be directed to levy and collect, respectively, upon all taxable property in the City an annual tax sufficient to meet the payment of the principal of and interest on the Bond as the same respectively become due, and to create such sinking fund as may be necessary therefor.

Section 2.09.

The Bond shall be in form substantially as follows:

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF ORANGEBURG
GENERAL OBLIGATION BOND

No. R-1

\$102,000

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF ORANGEBURG, SOUTH CAROLINA, is justly indebted, and, for value received, hereby promises to pay to the order of Orangeburg National Bank the sum of

ONE HUNDRED TWO THOUSAND DOLLARS

and to pay interest on said principal sum from the date of this bond at the rate of five and fifty eight hundredths per centum (5.58%) per annum, payable as follows:

performed precedent to or in the issuance of this bond exist, have happened and have been done and performed in regular and due time, form and manner, that the total indebtedness of the City of Orangeburg, South Carolina, including this bond, does not exceed any constitutional or statutory limitation thereon, and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as the same shall fall due.

IN WITNESS WHEREOF, THE CITY OF ORANGEBURG, SOUTH CAROLINA, has caused this bond to be signed by its Mayor, attested by its Clerk/Treasurer, the Seal of the City impressed hereon, and this bond to be dated the 29th day of October, 1991.

CITY OF ORANGEBURG, SOUTH
CAROLINA

(SEAL)

BY (Exhibit)
Mayor

Attest:

(Exhibit)
Clerk/Treasurer

(REGISTRATION PROVISION TO APPEAR ON THE REVERSE OF EACH BOND)

AT THE REQUEST of the holder, the within bond has been registered as to principal and interest in accordance with the provisions contained therein.

<u>DATE OF REGISTRATION</u>	<u>NAME OF REGISTERED HOLDER</u>	<u>SIGNATURE OF CITY CLERK/TREASURER</u>

PREPAYMENT SCHEDULE

Principal installments on which payments have been made prior to maturity:

<u>Principal Due Date</u>	<u>Amount</u>	<u>Principal Payment</u>	<u>Balance</u>	<u>Date Paid</u>	<u>Signature and Title of Officer of Registered Holder</u>
3/1/92	2572.92	20400.00	81600.00		
3/1/93	4553.28	20400.00	61200.00		
3/1/94	3414.96	20400.00	40800.00		
3/1/95	2276.64	20400.00	20400.00		
3/1/96	1141.44	20400.00	0.00		

Section 2.11.

In the event the Bond is mutilated, lost, stolen, or destroyed, the City shall cause to be executed and delivered a new bond of like tenor as that mutilated, lost, stolen, or destroyed, provided that (a) in the case of any such mutilated bond, such bond is first surrendered to the City, and (b) in the case of any such lost, stolen, or destroyed bond, there is first furnished evidence of such loss, theft, or destruction satisfactory to the City and also upon the furnishing of indemnity satisfactory to the City. No service

charge shall be made for any such transaction, but a charge may be made to cover any actual expense involved.

ARTICLE III

SALE OF THE BOND

Section 3.01.

The Bond shall be delivered to Orangeburg National Bank in consideration of One Hundred Two Thousand Dollars (\$102,000).

ARTICLE IV

DEFERANCE

Section 4.01.

If the City shall:

(a) pay or cause to be paid the principal of and interest on the Bond at the time and in the manner stipulated therein, or

(b) provide for the payment of principal of the Bond and interest thereon by depositing with the Paying Agent of the Bond at, or at any time before, maturity amounts sufficient either in cash or in direct obligations of or obligations fully guaranteed as to principal and interest by the United States of America, the principal and interest on which when due and payable (or redeemable at the option of the holder thereof but not at the option of the issuer thereof) and without consideration of any reinvestment thereof shall be sufficient, to pay the entire amount due or to become due

thereon for principal and interest to maturity of all
Bonds outstanding,

then and in that case the Bond shall be deemed to be paid and
discharged.

ARTICLE V

DIRECTION TO PUBLISH

Section 5.01.

The Clerk/Treasurer is hereby directed to publish at the
appropriate time notice to comply with the provisions of
Paragraphs 4 and 8 of Section 11-27-40, Code of Laws of South
Carolina, 1976, as amended.

ARTICLE VI

Section 6.01.

All ordinances previously adopted and inconsistent
herewith are hereby abolished to the extent of such
inconsistency.

ARTICLE VII

EFFECTIVE DATE

Section 7.01.

This Ordinance shall take effect upon its third reading.

(SEAL)

Martin C. Heather
Mayor

Attest:

Sharon A. Fanning
Clerk/Treasurer

First Reading: September 17, 1991
Second Reading: October 1, 1991
Third Reading: October 15, 1991

NOTICE

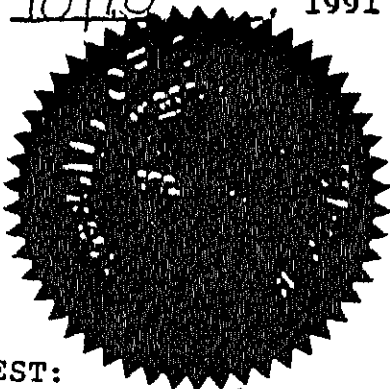
\$102,000 GENERAL OBLIGATION BOND
OF THE CITY OF ORANGEBURG,
SOUTH CAROLINA

Notice is hereby given that by Ordinance effective October 15 1991, City Council of the City of Orangeburg has made provisions for the issuance and sale of a \$102,000 General Obligation Bond of the City of Orangeburg, South Carolina, to be dated as of the date of delivery.

Notice is further given that City Council will, pursuant to the authorization of Section 11-27-40, Code of Laws of South Carolina, 1976 as amended, sell the Bond at private sale to Orangeburg National Bank at par. The Bond will be issued in fully registered form in the denomination of \$102,000. The Bond will be payable, without privilege of prior redemption, as follows: In the amount of \$20,400.00 (Twenty Thousand Four Hundred Dollars) per year for a term of 5 (Five) years, due and payable on the first day of March.

Date of
Publication:

10/18, 1991



ATTEST:

Marion H. Fanning
CITY CLERK

Martin C. Chatham
Mayor

Sam Hare
Allen W. Parrott
Chairman, F. W. H. H.
W. H. H. H. H. H.
James H. H. H.
James W. H. H.
MEMBERS OF COUNCIL

11-12-1991

** AMORTIZATION SCHEDULE **

11:50:19

(Actual/365)

Page 1

Payment #	Date	Interest	Principal	Balance
5	11/12/91	5.580%	\$102000.00	\$102000.00
1	03/01/92	1715.28	20400.00	81600.00
YEAR	1992	1715.28	20400.00	81600.00
2	03/01/93	4553.28	20400.00	61200.00
YEAR	1993	4553.28	20400.00	61200.00
3	03/01/94	3414.96	20400.00	40800.00
YEAR	1994	3414.96	20400.00	40800.00
4	03/01/95	2276.64	20400.00	20400.00
YEAR	1995	2276.64	20400.00	20400.00
5	03/01/96	1141.44	20400.00	0.00
YEAR	1996	1141.44	20400.00	0.00

Payment Amount \$ 20400.00

Final Payment Amount \$ 21541.44

- Actual Amortization Schedule - Interest
 due on Prepayment schedule in Closing Papers (first pmt.)
 shows \$2572.92 which was calculated from day
 of bid. The interest due on first payment 3/01/92
 is actually \$1715.28 calculated from day of closing 11/12/92.

PURCHASE OF A 1991 CRANE CARRIER.
REAR LOADING GARBAGE TRUCK
FOR THE CITY OF ORANGEBURG

Purchase Price (including sales tax):	\$102,368.50
Amount to Be Financed	\$102,368.50
Finance Period	5 years
Method	Annual
Interest Rate	. %
Annual Payment	\$

Length of time that the
quote interest rate is in effect:

PERSON MAKING QUOTE:

ORGANIZATION:

TELEPHONE NUMBER:

DATE:

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

I, the undersigned, Clerk/Treasurer of the City of Orangeburg, South Carolina, DO HEREBY CERTIFY:

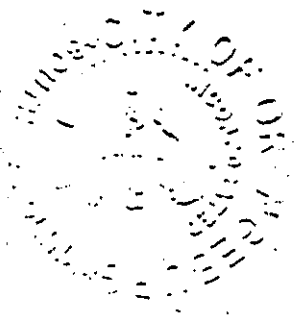
That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the City Council, having been read on three occasions at meetings at which all members attended and remained throughout.

That the said Ordinance is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal of the City, this 29'th day of October, 1991.

(SEAL)

Sharon H. Fanning
Clerk/Treasurer, City of
Orangeburg, South Carolina



ORDINANCE NO. 1991-16

AMENDMENT TO THE CODE OF ORDINANCES

" That section 15-6.3, paragraph (b) of the Code of Ordinances of the City of Orangeburg, South Carolina, is hereby amended to read as follows:

Exceptions to this section may be approved by the Public Works Director provided such exception shall not be contrary to the spirit of this section."

DONE AND RATIFIED by City Council of Orangeburg, South Carolina, in Council Assembled this 19th Day of November 1991.

M. L. Thompson
MAYOR

W. Parrott

L. J. L. L. L.

R. R. R. R.
MEMBERS OF COUNCIL

ATTEST:

Sharon H. Fanning
CITY CLERK

