

ORDINANCE NO. 1995-01

AN ORDINANCE TO SELL AND CONVEY TWO (2) ACRES OF LAND AND A NON-EXCLUSIVE RIGHT-OF-WAY TO THE COUNTY OF ORANGEBURG FOR THE TOTAL CONSIDERATION OF SIX THOUSAND AND NO/100 (\$6,000.00) DOLLARS

BE IT ORDAINED by City Council duly assembled that the City of Orangeburg convey to the County of Orangeburg the below described property and non-exclusive right-of-way for the total consideration of Six Thousand and no/100 (\$6,000.00) Dollars, subject to an option of the City of Orangeburg to repurchase said property for the sum of Six Thousand and no/100 (\$6,000.00) Dollars in the event that the County of Orangeburg ceases to use said property for a solid waste collection center.

BE IT FURTHER ORDAINED that the Manager of the Department of Public Utilities is hereby authorized to sign and deliver a limited warranty deed to said premises to the County of Orangeburg upon receipt of said consideration and any and all other documents necessary to complete said transaction.

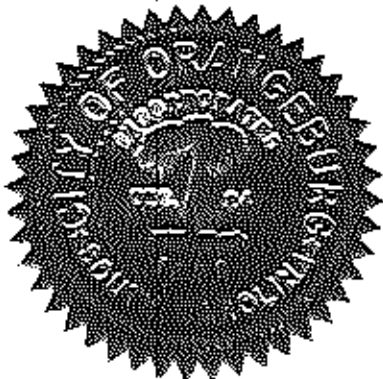
Description of property:

All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being in Limestone Township, School District 5, County of Orangeburg, State of South Carolina, containing two (2) acres, and being set forth and shown on a sketch thereof prepared by the Department of Public Utilities dated March 4, 1994, and having the following boundaries and measurements: Northeast by property now or formerly of Jim Washington Estate, 192.67 feet; Southeast by other property of the City of Orangeburg, 439.85 feet; Southwest by other property of the City of Orangeburg, 194.02 feet, and Northwest by property now or formerly of Fred Mack, Jr., 464.65 feet. Being a portion of the property conveyed to the City of Orangeburg by deed of Rev. James E. Williams dated November 16, 1967, and recorded in the RMC office for the County of Orangeburg, State of South Carolina, in Deed Book 300 at page 497.

ALSO: A non-exclusive right-of-way for the purpose of ingress and egress to said property and being set forth and shown on the above mentioned sketch and having the following boundaries and measurements: Northeast by the above described property, 50.35 feet; Southeast by other property of the City of Orangeburg, 708.22 feet; Southwest by the right-of-way of U. S. Highway 178, 50.20 feet, and Northwest by property now or formerly of Fred Mack, Jr., 706.22 feet.

All measurements being more or less.

DONE AND RATIFIED by Council duly assembled this 7<sup>th</sup> day  
February ~~5<sup>th</sup>~~  
of ~~January~~, 1995.



Mark L. Thompson  
Mayor  
James W. Thompson  
Dr. Fred L. Kelly  
James W. Thompson  
Marion D. Allen  
Sandra F. Smith  
Sam O'Hara  
Members of Council

ATTEST: Sharon M. Lanning  
City Clerk

ORDINANCE NO. 1995-02

AN ORDINANCE TO LEASE 3.25 ACRES OF PROPERTY  
TO THE COUNTY OF ORANGEBURG FOR THE TOTAL CONSIDERATION  
OF ONE AND NO/100 (\$1.00) DOLLAR PER YEAR  
FOR A PERIOD OF TEN (10) YEARS

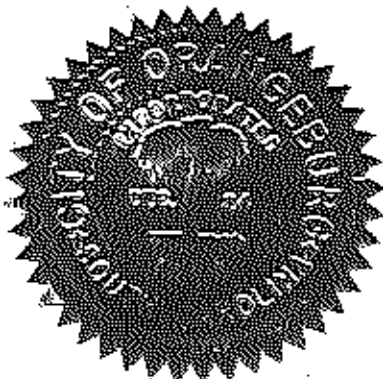
BE IT ORDAINED by City Council duly assembled that the City of Orangeburg lease to the County of Orangeburg the below described property for the annual rental of One and no/100 (\$1.00) Dollar for a period of ten (10) years, subject to the terms and conditions of the Lease Agreement attached hereto.

BE IT FURTHER ORDAINED that the Manager of the Department of Public Utilities is hereby authorized to execute and deliver the attached Lease Agreement and any and all other documents necessary to complete this transaction.

Description of property to be leased:

All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being on Glover Street in or near the City of Orangeburg, School District 5, County of Orangeburg, State of South Carolina, containing 3.25 acres, and being set forth and shown on a sketch thereof prepared by the Department of Public Utilities of the City of Orangeburg dated January 10, 1995, and having the following boundaries and measurements: North by Glover Street and measuring on the curve 389.82 feet; East by other property of the City of Orangeburg, 378.33 feet; South by other property of the City of Orangeburg and measuring along an irregular line 385 feet, and West by other property of the City of Orangeburg, 60 feet, and 382.67 feet. All measurements being more or less.

DONE AND RATIFIED by Council duly assembled this 7th day  
February ~~1995~~  
of January, 1995.



Michael C. Chaffman  
Mayor  
James W. [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Members of Council

ATTEST: Sharon M. Fanning  
City Clerk

STATE OF SOUTH CAROLINA,  
COUNTY OF ORANGEBURG.

LEASE AGREEMENT

This Agreement, made this 30<sup>th</sup> day of March, 1995, by and between the City of Orangeburg, a municipal corporation of the State of South Carolina (hereinafter referred to as "Landlord" or "City") and the County of Orangeburg, a South Carolina political subdivision (hereinafter referred to "Tenant" or "County"),

**WITNESSETH:**

1. Premises and Term. The Landlord for and in consideration of the covenants and agreements hereinafter contained and made on the part of the Tenant, does hereby demise and lease to Tenant the premises located on Glover Street in or near the City of Orangeburg and being set forth and shown on Exhibit A attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the same pursuant to the terms and conditions of this Agreement for a period of ten (10) years commencing on the 1st day of March, 1995, and expiring on the 28th day of February, 2005, for the annual rental of One and no/100 (\$1.00) Dollar per year.

2. Nature of Tenancy and Use of Premises. Landlord hereby grants to Tenant the privilege of constructing and operating a household solid waste collection center and a waste recycling center on said premises for the purpose of collection of said household waste. Landlord reserves the right to use a portion of the demised premises for its own recycling center. It is expressly understood and agreed that the only activity which Tenant may conduct on or from the demised premises, directly or indirectly, alone or through others, is only as authorized under the terms of this Agreement.

Tenant agrees to conduct its operation in a manner in conformity with all local, state and federal rules, regulations and laws. Tenant agrees to pave that portion of the premises to be used as a collection and recycling center, provide an adequate paved area to be used by Landlord for its

recycling center, and to provide adequate lighting for the operation of the collection centers of both the Landlord and Tenant.

The operations of Tenant and its employees and agents shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. Tenant shall pay all expenses and costs of construction, paving, maintenance and repair during the term of this Agreement.

**3. Insurance and Indemnification.** The Tenant shall be responsible to pay for insurance coverage on its structures and other improvements and conduct its operation in a safe and orderly manner.

Tenant shall defend, indemnify and hold harmless the Landlord, its officers, agents and employees, against and from any and all claims, demands, actions, causes of action, suits and all other liabilities on account of or growing out of personal injury or death to the Tenant, Tenant's servants, agents or employees, contractors or subcontractors, or to any third party, or by reason of property damage suffered by anyone, it being the intent of this provision to absolve and protect the Landlord, its officers, agents or employees from any loss arising out of the operations of the Tenant, or the use, possession, operation or control of the leased premises by the Tenant, Tenant's servants, agents or employees, contractors or subcontractors.

Landlord does not accept any liability for the activities or use of the leased premises by Tenant, whether connected with its operation or not, nor does the Landlord accept any liability for the protection, damage or loss of any equipment while on the leased premises or personal injuries suffered by anyone in connection with the use of the leased premises while going to or from or on the leased premises.

Tenant shall maintain comprehensive liability insurance coverage of at least \$500,000.00 with the Landlord named as an additional insured.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its

responsibility to indemnify and save harmless Landlord, its servants, agents, officers and employees under the provisions of this Agreement.

4. Assignment. Tenant shall not assign, transfer, mortgage or pledge this Agreement or the leasehold interest created herein, nor sublet the use of the premises or any part thereof, without the approval of the City Council of Landlord, nor permit any transfer by operation of law of its interest created thereby.

5. Agency. This Agreement does not constitute either party, their agent or representative of the other, for any reason whatsoever.

6. Legal Expenses and Costs. In the event either party resorts to legal action in order to enforce the terms and conditions of this lease, or to collect any amounts due hereunder, the prevailing party will be entitled to a reasonable attorney's fee, court costs, and filing fees.

7. Default. In any of the following events which shall constitute "events of default", Landlord shall have the right at its election, immediately to terminate this Agreement, or to terminate Tenant's tenancy hereunder:

- (a) Tenant shall vacate or abandon said premises.
- (b) Tenant shall fail to observe any provision of this Agreement after thirty (30) days written notice given by Landlord of such failure, or, if such failure cannot be cured within thirty (30) days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

Upon occurrence of any one or more of the events of default specified, Tenant's right to possession of the demised premises shall at the option of Landlord terminate and Tenant shall surrender possession thereof immediately. Upon said termination Landlord may repossess itself of said premises and Tenant shall make no claim of any kind against Landlord, its servants, employees, agents or officers by reason of such termination or any act incident thereto.

8. Surrender of Premises. Upon termination of this Agreement by lapse of time or for any other reason as provided for in this Agreement,

Tenant agrees to surrender the demised premises and all improvements thereon in good condition and repair, normal wear and tear excepted and shall remove all personal property located on the leased premises at the expense of Tenant. Upon failure to remove said personal property, the Landlord may remove same at the cost and expense of Tenant.

9. Amendments. This Agreement constitutes the entire agreement between the parties and may not be amended except in writing signed by all parties and said agreement shall be binding upon the parties hereto, their successors and assigns forever.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

CITY OF ORANGEBURG

C. Patricia Thomas  
Willie Reynolds Jr.

by Joseph A. Burt  
its Manager - DPV  
Landlord

COUNTY OF ORANGEBURG

C. Patricia Thomas  
Willie Reynolds Jr.

by Debbie A. Hillman  
its Assistant  
Tenant

STATE OF SOUTH CAROLINA,

COUNTY OF ORANGEBURG.

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named City of Orangeburg, Landlord, and County of Orangeburg, Tenant, sign, seal and, as their act and deed, deliver the within-written Lease Agreement for the uses and purposes therein mentioned, and that deponent, with the other witness, witnessed the execution thereof.

SWORN to before me this 30<sup>th</sup>  
day of March, 1995.

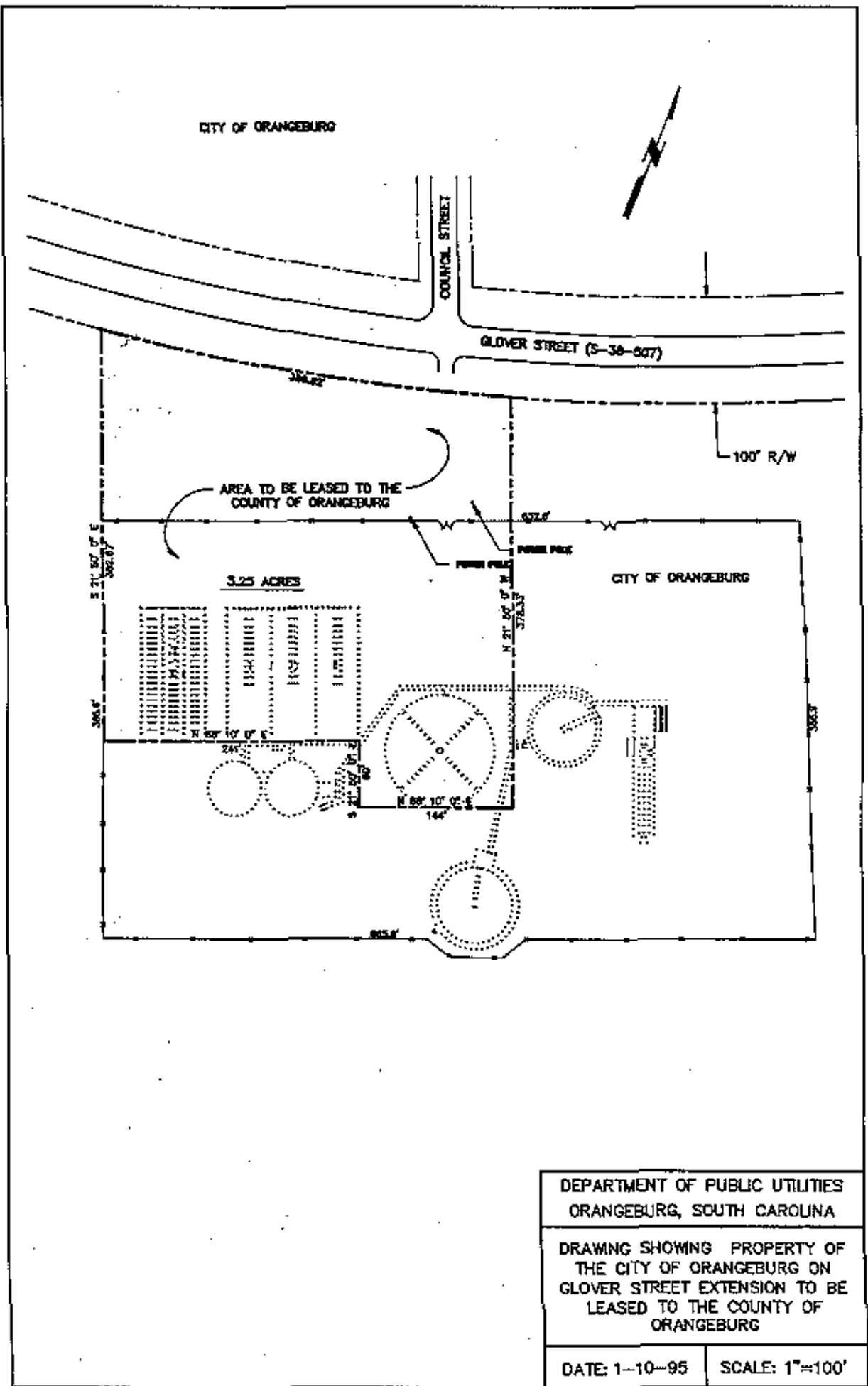
C. Patricia Thomas

Michael A. Bell (L.S.)  
Notary Public of South Carolina  
My Commission Expires: 2/12/96

# **Exhibit A**

All that certain place, parcel or tract of land with any improvements thereon, situate, lying and being on Glover Street in or near the City of Orangeburg, School District 5, County of Orangeburg, State of South Carolina, containing 3.25 acres, and being set forth and shown on a sketch thereof prepared by the Department of Public Utilities of the City of Orangeburg dated January 10, 1995, and having the following boundaries and measurements: North by Glover Street and measuring on the curve 389.82 feet; East by other property of the City of Orangeburg, 378.33 feet; South by other property of the City of Orangeburg and measuring along an irregular line 335 feet, and West by other property of the City of Orangeburg, 60 feet, and 382.67 feet. All measurements being more or less.





ORDINANCE NO. 1995-03

AN ORDINANCE TO GRANT A NON-EXCLUSIVE FRANCHISE  
TO JONES CABLE INCOME FUND 1-B, LTD., D/B/A  
JONES INTERCABLE, FOR THE PURPOSE OF  
PROVIDING CABLE SERVICE IN THE CITY OF  
ORANGEBURG, STATE OF SOUTH CAROLINA

BE IT ORDAINED by City Council duly assembled that Jones Cable Income Fund 1-B, Ltd., d/b/a Jones Intercable, is hereby granted a non-exclusive franchise for a period of nine (9) years and one (1) month for the purpose of providing cable service in the City of Orangeburg, State of South Carolina, pursuant to that certain franchise agreement consisting of twenty-five (25) typewritten pages and Customer Service Standards-Attachment 1 consisting of six (6) typewritten pages, all of which are attached hereto and made a part hereof by reference. The effective date of said franchise shall be May 1, 1995, and unless terminated or altered in accordance with the franchise agreement or other applicable law shall expire on May 31, 2004.

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.

DONE AND RATIFIED by Council duly assembled this 2nd day of May 2, 1995.



Mark L. Cheatham  
Mayor

James Hare  
Charles R. Doyle  
James W. Kerrigan  
Thomas J. Hight  
Ed. Beatty  
Salley  
Members of Council

ATTEST:

Sharon M. Lanning  
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 thirty (30) percent or more shall be deemed a controlling interest for purposes of the Franchise.

"Basic Cable" is any service tier which includes the retransmission of local television broadcast signals.

"Cable Act" means the 1984 Cable Communications Act and the Cable Consumer Protection and Competition Act of 1992.

"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, any department thereof, or the lawful successor, transferee or assignee thereof.

"Cable Service" means the retransmission of local and satellite broadcast television signals and video programming.

"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 Jones Cable Income Fund 1-B, Ltd, d/b/a Jones Intercable, 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 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 public travel, or for utility or public service use dedicated for compatible uses, and shall within their proper use and meaning entitle the 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 Grantee the non-exclusive use of public ways (as defined hereinabove) to install, construct, operate and maintain a Cable System, subject however to the permitting and encroachment requirements of the South Carolina Department of Transportation and Pole Attachment Agreements between the Grantee and the City's Department of Public Utilities. This authorization shall be referred to as Franchise throughout.

2.2 Term. The Franchise granted hereby shall expire nine (9) years and one (1) month after its effective date or May 31, 2004,

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 May 1, 1995.

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 FCC or other regulatory proceeding with respect to the cable system in which the City is authorized to participate; (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 (provided, the foregoing shall in no way apply to any conduct on the part of the City which Grantee may wish to challenge); and (c) 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. (d) agrees to pay legal fees and costs in accordance with Section 13.6 herein.

2.5 Rights Reserved. The City reserves its rights (a) under its police powers; and b) to enact and enforce consumer protection laws authorized in accordance with the Cable Act. The City expressly does not waive requirements of various codes and ordinances, and resolutions, as they may be amended or superseded, 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, not unreasonably discriminatory and authorized under the present Cable Act, shall be paid in addition to the Franchise fee required under the Franchise.

2.6 Franchise Required. Subject to Federal and State Law, 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 and such authorization shall not grant a franchise to other parties upon material terms more favorable than provided herein.

### SECTION III

#### USE OF STREETS AND PUBLIC GROUNDS

3.1. No Interference or Engagement. 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; but in no event shall Grantee be denied available space in Public Ways equivalent to that given other permit or franchise holders. Provided, however, that Grantee shall comply with the terms and conditions applicable to other permit or franchise holders.

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 such public works, public utilities or public improvements as may be authorized by law. 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 such 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 thirty (30) days written 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 reasonable 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 twenty-four (24) hours of the time the damage is known to Grantee.
- 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 materially and 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 City shall not be responsible for the cost of the installation, construction, operation or maintenance of the Cable System or any part thereof;
- d. that the Grantee shall restore property to its prior condition if any changes thereto result from the installation, construction, operation or maintenance of the Cable System or any part thereof by Grantee. Such restoration shall be accomplished within twenty (20) working days after any change or changes, weather permitting.

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. Reasonable 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 ten (10) days advance notice by the person requesting the movement.

3.7 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.

3.8 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 (NEC) as it may be amended;
- c. National Electrical Safety Code (NESC) as it may be amended;
- 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 and State Requirements, including FCC Rules and Regulations, as they may be amended;
- g. All Building and Zoning Codes, and all Land Use Restrictions and local safety codes as they may be amended or superseded.
- h. Terms and conditions of that certain Pole Attachment Agreement between the Department of Public Utilities of the City of Orangeburg and Jones Intercable, Inc.

In the event of a conflict among codes and standards, the more stringent code standards shall apply. The City may adopt additional standards to reflect changes in standards which may occur over the franchise term.

3.9 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.

3.10 Contractors and Subcontractors. All contractors or subcontractors must be properly licensed and must obtain a business license from the City. Grantee shall be responsible for ensuring that their work is performed consistent with the Franchise and that all business license fees have been paid by said parties. If work is performed without obtaining a business license, Grantee shall be responsible for the payment of said fees.

3.11 Removal of Wires. Grantee shall remove its Cable System from Public Ways within six (6) months of the termination of the Franchise, unless the City provides for some later date to ensure continuity of service to subscribers. If the Cable System is not removed, it shall be deemed abandoned and may be removed by the City at the cost and expense of the Grantee.

3.12 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.

3.13 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 shall, at its expense, likewise locate or relocate its Cable System underground.

## SECTION IV

### CABLE SYSTEM FACILITIES, EQUIPMENT AND SERVICES

4.1 Cable System Design/Expansion of Services. Grantee shall install equipment and facilities and construct its Cable System so that the Cable System in its entirety at least uses 300 MHz equipment. 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; 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). Grantee shall only use equipment which passes the technical performance standards set forth in this ordinance.

Grantee agrees to install signal distribution facilities subject to satisfactory pole clearance, pole rental arrangements and underground wiring to all citizens in the service area where the population density is sufficient to support the installation on a reasonable, practical business basis. If requested, Grantee shall provide service under this franchise agreement to all areas within its current prescribed service area and to all newly annexed areas where necessary Public Ways may be utilized in which there are forty or more bonafide requests for service per mile of cable.

- a. Grantee shall extend the cable service to any isolated residence at the standard rate if:
  - (1) The resident requests the service extension and,
  - (2) The service connection to the isolated residence would require no more than a standard 300 foot aerial drop line or underground drop line.
- b. The Grantee shall extend cable services to any isolated residence requiring more than a standard 300 foot aerial drop or underground line at a premium installation rate if such service has been requested by the resident. The premium installation rate charged shall be the actual cost for the distance exceeding 300 feet. The Grantee may request advance payment for such installation before it is installed.
- c. The Grantee shall extend the cable service to all new residential developments as they are constructed, provided, however, that there are at least forty (40) residential homes per road mile planned for construction. The cost of trenching, conduits, pedestals and/or vaults and laterals, as well as easements required to bring the service to the development shall be borne by the developer and/or land owner as determined between said parties. All installations and constructions by the developer and/or landowner shall be subject to the specifications of the Grantee. The Grantee need not provide the cable service to such a development until forty percent (40%) of the residential dwelling units to be served have agreed to subscribe to the cable services. In such event, all of the above costs shall be borne by the Grantee.

4.2 Headend. Grantee shall install a headend which will be capable of providing thirty-six (36) channels in full configuration and will develop signals of sufficient quality to meet technical specifications in this section throughout the service area (including those 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 Educational & Governmental Use.

- a. Channels. At the option of the City, Grantee shall dedicate one basic cable channel for educational and governmental use. If the City opts not to initially require any dedicated channel, then in the event of an emergency, Grantee shall make its facilities immediately available to the City upon request during the course of any emergency or disaster for a reasonable period of time.
- b. If the City exercises its option under subsection (a) above, the Grantee shall, within thirty (30) days after the beginning of the budget year of the Grantee following City's exercise, provide the City capital in an amount not to exceed \$8500.00 to be used by the City to acquire the necessary access facilities for the said dedicated channel, including without limitation, all equipment and facilities necessary for transmitting signals from one location of the City to the headend of the Grantee. The City and Grantee agree that any cost to Grantee associated with providing the dedicated access channel 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.
- c. Grantee, at its own expense, shall provide and maintain three (3) cable connections for the use of the City in each of its office buildings, public safety buildings and recreational buildings located in the areas which are being served by the Grantee. No monthly customer service fees or installations fees shall be charged for basic service to such places.

#### 4.4 Leased Use.

- a. Number of channels. Grantee shall make available at least the number of lease access channels required by the Cable Consumer Protection and Competition Act of 1992 ("Cable Act"), and shall encourage leased use in conformance with Federal Law.
- b. Grantee shall maintain a rate card setting forth its then current leased access charges which shall

be made available to the public and the City upon reasonable request and notice.

4.5 Subscribers Services.

a. 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.

4.6 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. During the period of this Franchise in which the Grantee is the sole provider of cable service within the service area, Grantee agrees to provide said cable service to any resident of the City of Orangeburg requesting same and agreeing to abide by the terms and conditions of this Franchise and the rules and regulations of the Grantee adopted in compliance with this Franchise. Provided, however, nothing contained herein shall prohibit Grantee from discontinuing or refusing service to customers for non-payment on their accounts.

4.7 Parental Control/Obscenity.

- a. 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.

- b. 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. The City to the extent permitted by law, may regulate 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 unreasonable rates and charges; to require Grantee to cease and desist from charging unreasonable rates or enforcing unreasonable terms and conditions of service or terms and conditions of service not authorized herein. Grantee agrees to comply with all federal laws and regulations regarding the re-tiering of its cable programming service.

5.2 Notice of Change in Rate Calculation. Grantee shall, upon determining that it intends to change its method of calculating rates (when such change is otherwise authorized by law), shall give the city such advance notice of such change as may be practicable. However, such notice shall not be less than thirty (30) days prior to implementing any change.

5.3 Notice of Changes. Grantee must provide the City and each subscriber at least thirty (30) days notice of any change in the terms and conditions, including rates, under which any service is provided.

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 the service area.

## SECTION VI

### CUSTOMER SERVICE STANDARDS -- CUSTOMER RIGHTS

6.1 Regulation of Customer Service Standards. The City shall have the 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 five (5) percent of the gross revenues it collects in connection with the operations of the Cable System. Grantee's gross revenues shall include additionally any gross revenues received by an affiliate of Grantee in connection with the operation of the 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 if federal law changes to permit 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 from leased facilities and equipment; 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 shall be made in addition to any other tax, business license fees, pole attachment fees, real or personal property taxes, 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 of NationsBank, South Carolina, 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 shall not constitute an accord or satisfaction, or a waiver of any right under this franchise agreement or law.

8.5 Reporting Forms. Each payment shall be accompanied by a form provided by the Grantee reporting itemized gross 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 and Renewal Fees. Any person who desires the City to consider an application for transfer or assignment of the Franchise shall compensate the City in an amount not to exceed \$2500.00 for all costs (including reasonable consultant and attorneys fees) associated with considering each application for transfer or assignment. Any person who desires the City to consider an application for renewal of the Franchise shall compensate the City in an amount not to exceed \$5000.00 (including reasonable consultant and attorneys fees) associated with considering each application for renewal.

## SECTION IX

### LIABILITY, INDEMNITY AND INSURANCE

9.1 Indemnify. Grantee shall indemnify and save the City, its servants, agents, officers and employees 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 any actual or alleged negligence, gross negligence, intentional acts, or any other acts or omissions of Grantee, its

employees, agents, or contractors which occur in the course of 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 fifteen (15) 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; however, the City shall not be entitled to indemnification of the costs associated therewith, Grantee having the absolute right to choose counsel under this indemnification clause.

## 9.2 Insurance.

a. Grantee shall maintain the following insurance:

1. 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 providing substantially equivalent coverage. Grantee agrees that an acceptable amount shall be at least the limit of liability for the City under the South Carolina Tort Claims Act.

b. Grantee shall provide a certificate of insurance, naming the City as an additional insured, 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 of



insurance 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 Limitation of Liability. Except as provided by federal law, 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.

## 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 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 written 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 City agrees that, to avoid undue expense, Grantee shall also have the right to copy and produce pertinent excerpts of books, records, or other documents in lieu of producing the entirety of such items when same include irrelevant material. The parties agree that any payments made by Grantee hereunder are not a franchise fee and fall within one of the exceptions thereto. The City agrees that it shall, upon reasonable request by Grantee, execute a confidentiality agreement as to any documents requested which Grantee may reasonably determine to be proprietary in nature.

10.2 Inspection of Installations. Upon no less than three (3) days written notice, the City shall have the right to inspect Grantee's facilities and equipment and to perform tests as deemed necessary to insure compliance with the terms of the Franchise.

All costs and expenses associated with said inspection and testing shall be the responsibility of Grantee.

10.3 Requests for Information. Grantee or any Affiliate in control or possession of information respecting the Cable System shall respond to inquiries concerning the construction, operation, installation or maintenance of that Cable System; 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 the 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 of 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.
- e. an accurately maintained map or maps showing the service area of Grantee and all facilities.

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:

- a. 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; the number of Cable System;
- b. a Franchise fee report showing itemized gross revenues received, by category, and an opinion of an independent certified public accountant as to the accuracy thereof;

- c. an income statement for the Grantee; and
- d. a list of officers and directors of Grantee's general partner.

10.6 Documents to be Provided. Upon written request (which is not required for items c and d below, Grantee shall provide within ten (10) working days the following documents to the City as received or filed, without regard to whether the documents are filed by Grantee or an Affiliate:

- a. annual report of Grantee, or each Affiliate of Grantee which controls Grantee and issues an annual report;
- b. copyright filings reflecting the operation of the Cable System;
- c. FCC Forms 325 and 395 for the Cable System or their successor forms;
- d. any filing made at the FCC or any state or federal agency regarding the Cable System; its proof-of-performance tests; its RF signal leakage tests;
- e. any notice of deficiency, forfeiture, or document instituting any investigation, civil or criminal proceeding issued by any state or federal agency regarding the Cable System or Grantee to the extent the same may directly or indirectly affect or bear on operations in Orangeburg.
- f. any request for protection under Bankruptcy laws, or any judgment related to a declaration of bankruptcy.

10.7 Additional Reports. Upon written request, Grantee or any Affiliate shall provide within ten (10) working days copies of any document filed with or received from any federal, state or local government entity which bears directly or indirectly upon Grantee'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, at its expense 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 or its designee may observe 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 annually conduct 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.

- 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.

10.11 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 public body to which it may lawfully delegate such authority.

10.12 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.

PERFORMANCE GUARANTIES; REMEDIES; TERMINATION

11.1 Security Fund.

- a. During the term of the Franchise, Grantee shall post in favor of the City a Performance Bond, in form acceptable to the City, and in an amount of \$100,000, which shall be provided to secure Grantee's faithful performance of the franchise. The Performance Bond shall give the City the right to draw thereon, as is necessary to ensure compliance with each and every provision of the Franchise, including provisions with respect to indemnities, damages, losses, attorney fees and penalties. Grantee shall provide at least thirty (30) days notice of any cancellation of the Performance Bond.
- b. Grantee shall restore the Performance Bond to its original amount within thirty (30) days of the date the City mails Grantee written notice stating (a) that the City has resorted to the bond, (b) the amount of the Performance Bond to which the City has resorted, and (c) the reason under the franchise for resorting to the Performance Bond.
- c. City may increase the Performance Bond 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 Performance Bond appropriate.
- d. If the City's resort to the bond shall be found by an agency or court of competent jurisdiction to be improper, Grantee shall be entitled to a refund of funds, the provisions of § 9.4 above notwithstanding.
- e. The City shall have no right to resort to the performance Bond unless it shall have given (30) days written notice and Grantee shall have failed to cure the deficiency within said thirty (30) day period. Moreover, the City shall only have the right to resort to the Performance Bond in an amount bearing a reasonable relationship to the deficiency about which the City complains.

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

- a. For failure to extend service in accordance with franchise: \$100/day for each day the violation continues;
- b. For failure to comply with requirements for educational and governmental use of Cable System: \$100/day for each day the violation continues;
- c. For failure to submit reports, maintain records, provide documents or information: \$100/day for each day the violation continues;
- d. Failure of contractors or subcontractors to obtain the necessary business licenses: \$100/day for each day the violation continues;
- e. For violation of customer service standards: \$100/day per violation;
- f. For failure to comply with transfer provisions: \$100/day from the date of any unlawful transfer; and
- g. For all other violations: \$100/day for each day violations continues.
- h. The City shall have no right to assess liquidated damages unless and until it shall have given Grantee thirty (30) days written notice of the deficiency complained of and Grantee shall have failed to cure same; provided, that if Grantee shall have taken substantial, reasonable steps to cure such deficiency within such period, the City shall refrain from such assessment for an additional thirty (30) days. Provided, further, that the notice and cure time limits for violations of paragraphs (d) and (e) herein shall be five (5) days and for paragraph (c) fifteen (15) days.

### 11.3 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. if the Cable System is abandoned; and
  7. for material misrepresentation of fact in obtaining the Franchise, obtaining any rate change, or in obtaining or objecting to any amendment of the Franchise.

### 11.4 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; and (2) direct Grantee to show cause why the alleged violation should not be corrected; and (3) state the time for response, in accordance with state law. If no time is designated under State Law, Grantee shall have fifteen (15) days to respond.
- 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. The City may draw on the Performance Bond to satisfy any penalties.

11.5 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.

11.6 Sale of Cable System on Termination. Upon the expiration of the Franchise as provided for in Section 2.2 or upon termination of the Franchise for cause, any sale of the Cable System to the City or its designee, shall be governed by the current Cable Act. The parties hereto recognize and acknowledge, however, that under current South Carolina law, the City does not have the authority to own and operate 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 of the City, which consent shall not be unreasonably withheld. 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 thirty (30%) 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 information 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 the Cable System;
- d. whether there are outstanding Franchise compliance issues;
- 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 11.4, any transfer, other than a transfer authorized herein, shall make the Franchise subject to cancellation, without notice, unless and until the City shall have consented thereto.

## 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, state, and local law, including this 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 preemption 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, in conformance with Federal and State Law, to adopt alternative provisions and amendments which preserve the benefits of the Franchise or establish equivalent benefits.

13.5 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.

13.6 Legal fees and Costs. The losing party agrees to pay all legal costs, expenses, and attorney fees of the prevailing party in any suit, action, claim or demand of any kind instituted by either

the City or Grantee and arising directly or indirectly as a result of the granting of the Franchise.

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. City and Grantee acknowledge that each has participated in the drafting of the Franchise

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

IN THE PRESENCE OF:

CITY OF ORANGEBURG

BY: \_\_\_\_\_  
Martin C. Cheatham, Mayor

JONES CABLE INCOME FUND  
1-B, LTD., A COLORADO  
LIMITED PARTNERSHIP, d/b/a  
as Jones Intercable

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

2JONES\CABLEJFW

AN ORDINANCE TO AMEND AN ORDINANCE AS ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG ON THE 1st DAY OF MARCH, 1994, FOR THE PURPOSE OF REGULATING THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND, THE SIZE OF BUILDINGS AND OTHER STRUCTURES, THE SIZE OF YARDS, AND THE DENSITY AND DISTRIBUTION OF POPULATION; CREATING DISTRICTS FOR SAID PURPOSES AND ESTABLISHING THE BOUNDARIES THEREOF; DEFINING CERTAIN TERMS USED HEREIN; PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; PROVIDING FOR A BOARD OF ADJUSTMENT; AND PROVIDING FOR THE IMPOSITION OF PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

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 Zoning Ordinance of the City of Orangeburg, South Carolina entitled "Section 402. District Boundaries and Maps." and the Official Zoning Map of the City of Orangeburg are hereby amended as follows:

Change from A-2 Residential to O-I Office-Institutional-Residential all those certain parcels of land situate, lying and being inside the City Limits of Orangeburg, South Carolina and being bounded as follows: On the North by Russell St. measuring six hundred and fifty six (656) feet, more or less; on the east by Dickson St. measuring one hundred and thirty six (136) feet, more or less; on the south by property of Clemmie E. Webber measuring eighty (80) feet, more or less; again on the east by property of Clemmie E. Webber and Ruth Buckery measuring sixty (60) feet, more or less; again on the south by property of Junius and Annie Lee Tilly measuring eighty (80) feet, more or less; again on the east by property of Junius and Annie Lee Tilly, St. Clair Sweat and Theodocia K. Reed measuring two hundred and five (205) feet, more or less; again on the south by property of Oscar and Mary Judson measuring one hundred and eighty six (186) feet, more or less; again on the east by property of Oscar and Mary Judson and Fannie Brooks measuring two hundred and twenty five (225) feet, more or less; again on the south by property of James and Dorothy Z. Elmore and other property of Raymond K. O'Cain, MD measuring one hundred and twenty two (122) feet, more or less; on the west by property of Mary K. Abbott measuring one hundred and twenty two (122) feet, more or less; again on the south by property of Mary K. Abbott measuring fifty five (55) feet, more or less; again on the west by property of James and Dorothy Z. Elmore measuring eighty (80) feet, more or less; again on the west by property of Odessa L. Dash and Thomas L. and Laura Bowman measuring one hundred and eighty (180) feet, more or less; and on the south by property of Thomas L. and Laura Bowman measuring two hundred and seventy (270) feet, more or less; again on the west by Lovell St. measuring two hundred and thirty seven (237) feet, more or less. Also that parcel bounded on the north by Russell St. measuring sixty seven and four tenths (67.4) feet, more or less; on the east by Lovell St. measuring one hundred and thirty seven (137) feet, more or less; on the south by property of Samuel V. Murph measuring seventy eight and one tenth (78.1) feet, more or less; on the west by other property of Edisto Federal Credit Union measuring one hundred and forty two (142) feet, more or less. Tax map numbers 192-03-02-006, 192-03-03-001, 192-03-03-002, 192-03-03-005, 192-03-03-006, 192-03-03-008 and 192-03-03-009.

PASSED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, THIS THE 20th DAY OF June, 1995.



*Martin C. Chapman*  
MAYOR

*James Haire*  
*Andrea R. Knott*  
*James R. Smith*  
*James R. Smith*  
*James R. Smith*

CITY COUNCIL

ATTEST:

*Sharon M. Fanning*  
CITY CLERK

ORDINANCE NO. 1995-05

AN ORDINANCE TO AMEND AN ORDINANCE AS ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG ON THE 1st DAY OF MARCH, 1994, FOR THE PURPOSE OF REGULATING THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND, THE SIZE OF BUILDINGS AND OTHER STRUCTURES, THE SIZE OF YARDS, AND THE DENSITY AND DISTRIBUTION OF POPULATION; CREATING DISTRICTS FOR SAID PURPOSES AND ESTABLISHING THE BOUNDARIES THEREOF; DEFINING CERTAIN TERMS USED HEREIN; PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; PROVIDING FOR A BOARD OF ADJUSTMENT; AND PROVIDING FOR THE IMPOSITION OF PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

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 Zoning Ordinance of the City of Orangeburg, South Carolina entitled "Section 402. District Boundaries and Maps." and the Official Zoning Map of the City of Orangeburg are hereby amended as follows:

Change from A-2 Residential to B-1 General Business all that tract of land situate, lying and being inside the City Limits of Orangeburg, South Carolina and being bounded as follows: On the northeast by Fair St. measuring five hundred and fifty (550) feet, more or less; on the southeast by property of Mary Louis W. Coleman, B. Richard Hewitt, Jr., Mary R. Lake, Doris R. Dunning, America National Red Cross, Kirkland L. and Alpha Stokes, Albert E. and Rebecca Williams, Herman J. Spahr and Mary St. measuring six hundred and fifty (650), more or less; on the southwest by property of Nancy Hawkins measuring one hundred and twenty seven (127), more or less; on the south by property of Nancy Hawkins measuring one hundred and thirty (130) feet, more or less; again on the southwest by Summers Ave. measuring one hundred and thirty six (136) feet, more or less. Tax map number 191-15-03-001.

PASSED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, THIS THE 20th DAY OF June, 1995.



*Martha L. Chapman*  
MAYOR  
*Sam S. Hair*  
*Santha P. Roberts*  
*L. King*  
*R. H. H. H.*  
*James H. H.*  
CITY COUNCIL

ATTEST:

*Charm A. Lanning*  
CITY CLERK

ORDINANCE NO. 1995-06

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE  
CITY OF ORANGEBURG, SOUTH CAROLINA, FOR THE FISCAL YEAR  
ENDING SEPTEMBER 30, 1996

BE IT ORDAINED by Mayor and Council Members of the City of  
Orangenburg, 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 budget, 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, 1995--September 30, 1996, and the estimated revenue for  
payment of same is hereby adopted.

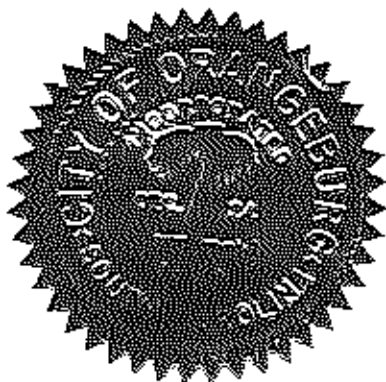
SECTION 3. That a tax to cover the period from the first day of  
January, 1995 to the thirty-first day of December 1995, both  
inclusive, for the sums and in the manner hereinafter mentioned,  
is and shall be levied, collected and paid into the treasury of  
the City of Orangenburg for the use and service thereof; i.e., a  
tax of 71 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 Orangenburg, 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 City Clerk and Treasurer, in the  
Municipal Building of City of Orangenburg, SC, from the first day  
of November, 1995, until the fifteenth day of January 1996, from  
the hours of 8:00 A.M. until 5:00 P.M., Monday through Friday,  
Saturdays and Sundays excepted.

SECTION 5. On January 15, 1996, a penalty of fifteen (15%)  
percent shall be added on all unpaid taxes. The City Clerk and  
Treasurer shall on March 17, 1996, place all delinquent  
properties in execution by Section 24-11, as amended, of the Code  
of Ordinance of the City of Orangenburg.

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 5<sup>th</sup> DAY OF September 1995.



*Martin L. Chapman*  
Mayor

*James D. Hine*  
*Dwight P. Krotts*  
*James P. Krotts*  
*Robert L. Krotts*

Members of Council

ATTEST:

*Sharon A. Fanning*  
City Clerk

ORDINANCE NO. 1995-07

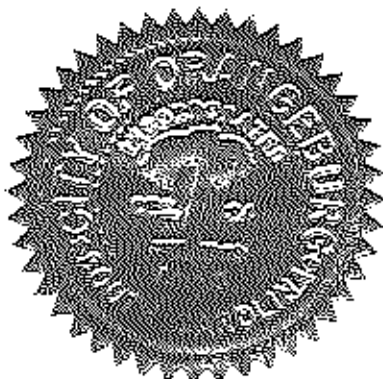
AN ORDINANCE PROVIDING FOR THE SALARY OF  
MAYOR AND MEMBERS OF COUNCIL FOR THE  
CITY OF ORANGEBURG, SOUTH CAROLINA

WHEREAS, Section 5-7-170 of the South Carolina Code of Laws provides the authority for determining the salary of Mayor and members of Council,

NOW, THEREFORE, BE IT ORDAINED by Council duly assembled, that the annual salary of the Mayor shall be Five Thousand Seven Hundred and no/100 (\$5,700.00) Dollars and the annual salary of the Members of Council shall be Four Thousand Five Hundred and no/100 (\$4,500.00) Dollars; and

BE IT FURTHER ORDAINED that such salaries shall become effective upon the commencement date of the terms of two or more members of Council elected at the next general election following the adoption of this Ordinance.

PASSED by the City Council of the City of Orangeburg, South Carolina, this 5<sup>th</sup> day of September A.D. 1995.



Martin C. Cheatham  
Mayor

James Haire  
Landis T. Knotts  
James K. Keitt

Members of Council

ATTEST: Sharon A. Fanning  
City Clerk

ORDINANCE NO. 1995-08

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF ORANGEBURG  
FOR THE FISCAL YEAR BEGINNING  
OCTOBER 1, 1994 AND ENDING SEPTEMBER 30, 1995

THE CITY COUNCIL OF THE CITY OF ORANGEBURG HEREBY ORDAINS:

SECTION 1. That the Budget of the City of Orangeburg for the fiscal year beginning October 1, 1994 and ending September 30, 1995, designated as Ordinance No. 1995-11, shall be and hereby is, amended so as to show the attached items of expenditures and revenues, both for the General Fund, Airport Fund, Hillcrest Pro Shop Fund and the Hillcrest Golf Course Fund respectively.

SECTION 2. That in all other respects, except as hereby and heretofore amended, the Budget for the City of Orangeburg for the fiscal year beginning October 1, 1994 and ending September 30, 1995, shall remain in full force and effect.

SECTION 3. That this Ordinance shall become effective upon adoption by the Council of the City of Orangeburg.

SECTION 4. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

ADOPTED by the Council of the City of Orangeburg on this 19th day of September, 1995, at which a quorum was present and voting.



Mark C. Cheatham  
MAYOR  
James H. [unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]

MEMBERS OF COUNCIL

ATTEST:

Sharon M. Lanning  
CITY CLERK



BUDGET ADJUSTMENTS FOR FISCAL YEAR 1994-95

ADJUSTMENT	BUDGET AMOUNT	YEAR-END BUDGET PROJECTIONS	DIFFERENCE
General Fund Revenues	\$7,943,782	\$8,166,345	\$222,763
General Fund Expenditures	\$7,943,782	\$7,942,196	\$ 1,586
Airport Fund Revenues	\$ 786,614	\$ 635,784	\$150,830
Expenses	\$ 786,614	\$ 635,784	\$150,830
Hillcrest Pro Shop Fund Revenues	\$ 127,750	\$ 118,637	\$ 9,113
Expenses	\$ 127,750	\$ 118,637	\$ 9,113
Hillcrest Golf Course Fund Revenues	\$ 470,070	\$ 470,604	\$ 534
Expenses	\$ 470,070	\$ 470,604	\$ 534

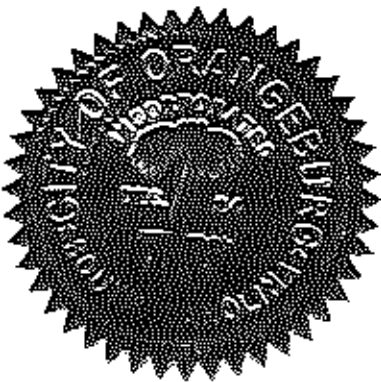
ORDINANCE NO. 1995-09

AN ORDINANCE TO ADOPT A BUDGET FOR THE OPERATION OF  
THE DEPARTMENT OF PUBLIC UTILITIES FOR THE CITY OF  
ORANGEBURG, STATE OF SOUTH CAROLINA, FOR THE FISCAL  
YEAR OCTOBER 1, 1995 THROUGH SEPTEMBER 30, 1996

BE IT ORDAINED by City Council duly assembled, that the attached budget consisting of seven (7) pages is hereby adopted as the operating budget for the Department of Public Utilities for the City of Orangeburg for the fiscal year October 1, 1995 through September 30, 1996.

BE IT FURTHER ORDAINED that the Manager of the Department of Public Utilities is authorized to transfer budgeted amounts between line items and/or divisions or between approved capital projects in accordance with the duties and responsibilities of said Manager.

DONE AND RATIFIED by Council duly assembled this 19<sup>th</sup> day of September, 1995.



ATTEST:

Sharon M. Lanining  
City Clerk and Treasurer

Mark C. Cheatham  
Mayor  
Benjamin Haire  
Sandra T. Haire  
James M. Haire  
James M. Haire  
James M. Haire  
Members of Council

DEPARTMENT OF PUBLIC UTILITIES  
CITY OF ORANGEBURG  
PROJECTED BUDGET  
TOTAL PROJECTIONS

	<u>ACTUAL</u> <u>1993 - 1994</u>	<u>PROJECTED</u> <u>1995 - 1996</u>
<u>OPERATING INCOME:</u>		
Gross Billings	\$56,409,993	\$60,025,229
Less, Discounts	(4,704,515)	(4,978,775)
Net Billings	<u>\$51,705,478</u>	<u>\$55,046,454</u>
Water and Wastewater Taps	172,150	163,500
Water and Wastewater Impact Fees	243,074	180,000
Counter Service Fees	157,531	175,001
MPX System	4,011	5,200
Miscellaneous Sales & Services	295,400	310,000
Charge Off Accts Collected	51,448	65,000
TOTAL INCOME	<u>\$52,629,092</u>	<u>\$55,945,155</u>
<u>COST OF SALES:</u>		
Electricity Purchased	\$28,848,869	\$31,243,360
Natural Gas Purchased	6,475,009	6,051,433
GROSS PROFIT	<u>\$17,305,214</u>	<u>\$18,650,362</u>
<u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 2,376,758	\$ 2,785,000
Operating Expense	2,729,526	2,991,000
Administrative Expense	4,035,099	4,314,500
Bad Debt Expense	125,813	144,000
TOTAL OPERATING EXPENSE	<u>\$ 9,267,196</u>	<u>\$10,234,500</u>
OPERATING PROFIT	<u>\$ 8,038,018</u>	<u>\$ 8,415,862</u>
<u>NON-OPERATING REVENUE:</u>		
Interest Earned 1975 Sinking Fund	\$ 63,546	\$ 0
Interest Earned 1985 Sinking Fund	12,956	0
Interest Earned 1989 Sinking Fund	7,649	11,500
Interest Earned Short-Term Investment	506,818	575,000
TOTAL NON-OPERATING REVENUE	<u>\$ 590,969</u>	<u>\$ 586,500</u>
TOTAL OPERATING & NON-OPERATING REVENUE	<u>\$ 8,628,987</u>	<u>\$ 9,002,362</u>
<u>NON-OPERATING EXPENSE:</u>		
Interest 1975 Bond Issue	\$ 13,499	\$ 0
Interest 1985 Bond Issue	233,750	0
Interest 1989 Bond Issue	288,675	241,675
Other Interest Expense	3,066	0
TOTAL NON-OPERATING EXPENSE	<u>\$ 538,990</u>	<u>\$ 241,675</u>
NET PROFIT	<u>\$ 8,089,997</u>	<u>\$ 8,760,687</u>

DEPARTMENT OF PUBLIC UTILITIES  
CITY OF ORANGEBURG  
PROJECTED BUDGET  
ELECTRIC DIVISION

	ACTUAL 1993 - 1994	PROJECTED 1995 - 1996
<u>OPERATING INCOME:</u>		
Gross Billings	\$41,981,775	\$44,500,000
Less, Discounts	(3,502,229)	(3,715,750)
Net Billings	<u>\$38,479,546</u>	<u>\$40,784,250</u>
Counter Service Fees	98,299	109,200
MPX System	4,011	5,200
Miscellaneous Sales & Services	136,328	110,000
Charge Off Accts Collected	32,103	40,560
TOTAL INCOME	<u>\$38,750,287</u>	<u>\$41,049,210</u>
<u>COST OF SALES:</u>		
Electricity Purchased	<u>\$28,848,869</u>	<u>\$31,243,360</u>
GROSS PROFIT	<u>\$ 9,901,418</u>	<u>\$ 9,805,850</u>
<u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 1,063,388	\$ 1,280,000
Operating Expense	867,181	985,000
Administrative Expense	1,883,791	2,064,000
Bad Debt Expense	85,037	97,330
TOTAL OPERATING EXPENSE	<u>\$ 3,899,397</u>	<u>\$ 4,426,330</u>
OPERATING PROFIT	<u>\$ 6,002,021</u>	<u>\$ 5,379,520</u>
<u>NON-OPERATING REVENUE:</u>		
Interest Earned 1975 Sinking Fund	\$ 29,044	\$ 0
Interest Earned 1985 Sinking Fund	12,956	0
Interest Earned Short-Term Investment	298,000	363,687
TOTAL NON-OPERATING REVENUE	<u>\$ 340,000</u>	<u>\$ 363,687</u>
TOTAL OPERATING & NON-OPERATING REVENUE	<u>\$ 6,342,021</u>	<u>\$ 5,743,207</u>
<u>NON-OPERATING EXPENSE:</u>		
Interest 1975 Bond Issue	\$ 6,105	\$ 0
Interest 1985 Bond Issue	233,750	0
Other Interest Expense	1,318	0
TOTAL NON-OPERATING EXPENSE	<u>\$ 241,173</u>	<u>\$ 0</u>
NET PROFIT	<u>\$ 6,100,848</u>	<u>\$ 5,743,207</u>

DEPARTMENT OF PUBLIC UTILITIES  
CITY OF ORANGEBURG  
PROJECTED BUDGET  
GAS DIVISION

	ACTUAL 1993 - 1994	PROJECTED 1995 - 1996
<u>OPERATING INCOME:</u>		
Gross Billings	\$ 9,422,336	\$ 9,799,229
Less, Discounts	(822,105)	(832,934)
Net Billings	\$ 8,600,231	\$ 8,966,295
Counter Service Fees	41,777	46,410
Miscellaneous Sales & Services	18,480	15,000
Charge Off Accts Collected	13,644	17,238
TOTAL INCOME	\$ 8,674,132	\$ 9,044,943
 <u>COST OF SALES:</u>		
Natural Gas Purchased	\$ 6,475,009	\$ 6,051,433
GROSS PROFIT	\$ 2,199,123	\$ 2,993,510
 <u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 176,108	\$ 205,000
Operating Expense	189,925	201,000
Administrative Expense	591,132	625,000
Bad Debt Expense	18,960	21,700
TOTAL OPERATING EXPENSE	\$ 976,125	\$ 1,052,700
 OPERATING PROFIT	\$ 1,222,998	\$ 1,940,810
 <u>NON-OPERATING REVENUE:</u>		
Interest Earned 1975 Sinking Fund	\$ 5,599	\$ 0
Interest Earned Short-Term Investment	49,505	56,120
TOTAL NON-OPERATING REVENUE	\$ 55,104	\$ 56,120
 TOTAL OPERATING & NON-OPERATING REVENUE	\$ 1,278,102	\$ 1,996,930
 <u>NON-OPERATING EXPENSE:</u>		
Interest 1975 Bond Issue	\$ 1,282	\$ 0
Other Interest Expense	460	0
TOTAL NON-OPERATING EXPENSE	\$ 1,742	\$ 0
 NET PROFIT	\$ 1,276,360	\$ 1,996,930

DEPARTMENT OF PUBLIC UTILITIES  
CITY OF ORANGEBURG  
PROJECTED BUDGET  
WATER DIVISION

	ACTUAL 1993 - 1994	PROJECTED 1995 - 1996
<u>OPERATING INCOME:</u>		
Gross Billings	\$ 3,111,886	\$ 3,425,000
Less, Discounts	(225,948)	(248,312)
Net Billings	\$ 2,885,938	\$ 3,176,688
Water Taps	136,600	125,000
Water Impact Fees	136,784	125,000
Counter Service Fees	10,413	11,568
Miscellaneous Sales & Services	99,436	110,000
Charge Off Accts Collected	3,401	4,297
TOTAL INCOME	\$ 3,272,572	\$ 3,552,553
 GROSS PROFIT	 \$ 3,272,572	 \$ 3,552,553
 <u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 602,049	\$ 650,000
Operating Expense	868,228	917,500
Administrative Expense	1,006,425	1,042,000
Bad Debt Expense	14,645	16,760
TOTAL OPERATING EXPENSE	\$ 2,491,347	\$ 2,626,260
 OPERATING PROFIT	 \$ 781,225	 \$ 926,293
 <u>NON-OPERATING REVENUE:</u>		
Interest Earned 1975 Sinking Fund	\$ 25,145	\$ 0
Interest Earned 1989 Sinking Fund	7,649	11,500
Interest Earned Short-Term Investment	113,092	105,398
TOTAL NON-OPERATING REVENUE	\$ 145,886	\$ 116,898
 TOTAL OPERATING & NON-OPERATING REVENUE	 \$ 927,111	 \$ 1,043,191
 <u>NON-OPERATING EXPENSE:</u>		
Interest 1975 Bond Issue	\$ 5,168	\$ 0
Interest 1989 Bond Issue	288,675	241,675
Other Interest Expense	858	0
TOTAL NON-OPERATING EXPENSE	\$ 294,701	\$ 241,675
 NET PROFIT	 \$ 632,410	 \$ 801,516

DEPARTMENT OF PUBLIC UTILITIES  
CITY OF ORANGEBURG  
PROJECTED BUDGET  
WASTEWATER DIVISION

	<u>ACTUAL</u> <u>1993 - 1994</u>	<u>PROJECTED</u> <u>1995 - 1996</u>
<u>OPERATING INCOME:</u>		
Gross Billings	\$ 1,893,996	\$ 2,301,000
Less, Discounts	(154,233)	(181,779)
Net Billings	\$ 1,739,763	\$ 2,119,221
Wastewater Taps	35,550	38,500
Wastewater Impact Fees	106,290	55,000
Counter Service Fees	7,042	7,823
Miscellaneous Sales & Services	41,156	75,000
Charge Off Accts Collected	2,300	2,905
TOTAL INCOME	\$ 1,932,101	\$ 2,298,449
GROSS PROFIT	\$ 1,932,101	\$ 2,298,449
<u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 535,213	\$ 650,000
Operating Expense	804,192	887,500
Administrative Expense	553,751	583,500
Bad Debt Expense	7,171	8,210
TOTAL OPERATING EXPENSE	\$ 1,900,327	\$ 2,129,210
OPERATING PROFIT	\$ 31,774	\$ 169,239
<u>NON-OPERATING REVENUE:</u>		
Interest Earned 1975 Sinking Fund	\$ 3,758	\$ 0
Interest Earned Short-Term Investment	46,221	49,795
TOTAL NON-OPERATING REVENUE	\$ 49,979	\$ 49,795
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 81,753	\$ 219,034
<u>NON-OPERATING EXPENSE:</u>		
Interest 1975 Bond Issue	\$ 944	\$ 0
Other Interest Expense	430	0
TOTAL NON-OPERATING EXPENSE	\$ 1,374	\$ 0
NET PROFIT	\$ 80,379	\$ 219,034

DEPARTMENT OF PUBLIC UTILITIES  
CITY OF ORANGEBURG  
PROJECTED SOURCES OF FUNDING & EXPENDITURES  
FISCAL YEAR 1995 - 1996

	<u>1996</u>
<u>OPERATIONS:</u>	
Net Income	\$ 8,760,687
Charges Against Operations Not Requiring Working Capital - Depreciation	\$ 2,785,000
Past Utility Profits	<u>\$ 1,240,959</u>
TOTAL	\$12,786,646
 <u>USE OF WORKING CAPITAL:</u>	
Approved Capital Projects For Fiscal Year	\$ 9,863,646 **
Cash Transfer to City General Fund In Lieu of Taxes	<u>\$ 2,923,000</u>
TOTAL	\$12,786,646

\*\* SEE ATTACHMENT FOR BREAKDOWN OF APPROVED CAPITAL PROJECTS



APPROVED CAPITAL PROJECTS PLANNED  
FOR FISCAL YEAR 1995-1996

Improvement to Administrative Software	\$ 151,000
Improvement to Maintenance Facility	\$ 162,883
115 KV Transmission Loop	\$1,932,069
115 KV Crosstown Tie	\$ 600,000
115 KV Distance Relaying	\$ 100,000
Substation #21	\$1,250,000
Voltage Conversion	\$ 385,600
Miscellaneous Construction	\$ 757,000
250,000 Gallon Storage Tank - Limestone System	\$ 195,000
Water Distribution System Cement Lining Rehabilitation	\$ 226,800
12" Ductile Iron Water Main on 301 North	\$ 325,340
12" Ductile Iron Water Main on Highway 21 North	\$ 157,612
12" Ductile Iron Water Main Connecting Riverbank to North Road	\$ 100,000
Corrosion Control at Water Plant	\$ 500,000
8" Water Main to Town of Branchville	\$ 139,500
Whitford Stage Creek - Phase II	\$ 700,842
Infiltration and Inflow Rehabilitation	\$ 230,000
Sludge Dryer	\$1,900,000
Cleaning Rights-of-Way	<u>\$ 50,000</u>
TOTAL	\$9,863,646

ORDINANCE NO. 1995-10

AN ORDINANCE TO AMEND THE CODE OF LAWS OF THE CITY OF ORANGEBURG BY ADDING TO SECTION 9-9.7 THEREOF, ENTITLED "PARKING TIME LIMIT; MARKING OF TIRES."

BE IT ORDAINED BY THE MAYOR and City Council of the City of Orangeburg, South Carolina, in council assembled, that the code of laws of the City of Orangeburg is hereby amended by adding to Section 9-9.7 thereof, entitled "Parking Time Limit; Marking of Tires" so that said section when amended shall read as follows:

Parking time limit during which a vehicle may park in a parking space without penalty of a fine is two (2) hours. Signs designating the time limit will be erected in conspicuous places within the parking zone. The Department of Public Safety shall mark the tire of the vehicle as practical in a parking space for determining and enforcing the maximum parking limit of such vehicle on the streets of the City within the designated parking zone. This two hour parking designation will be strictly enforced within a zone encompassing a square area within the downtown business district. The boundaries being as follows:

From Windsor Street to Centre Street and from Amelia Street to Highway 301 (John C. Calhoun Drive).

Unless otherwise provided through a resolution of the City Council and posted, all parking spaces within this zone shall have no longer than a two hour limit. This ordinance shall be enforced any time between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday.

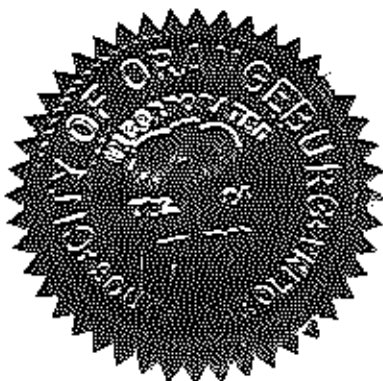
The City Council may create, add to, change, or eliminate any parking zone by resolution.

Each two hour period of time shall constitute a separate offense. Each offense shall carry a fine in accordance with Section 9-10.10 "Enforcement of Provisions" as found herein.

No person except a service vehicle operator such as a commercial truck or delivery car actively engaged in his duties shall cause any vehicle controlled or operated by him to park within these zones for longer than two hours.

No person shall remove, erase, alternate, or otherwise destroy the marks so placed on the tires of the vehicles by the Public Safety Department, other than by the normal use of such vehicle by removing the same from such parking place.

PASSED BY THE CITY COUNCIL OF ORANGEBURG, STATE OF SOUTH CAROLINA, THIS THE 3rd DAY OF October, 1995.



ATTEST:

Sharon M. Lanning  
CITY CLERK

Mark L. Sheehan  
MAYOR  
James S. Harris  
George P. Roberts  
Paul A. Miller  
City Council  
CITY COUNCIL

ORDINANCE NO. 1995-11

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
OF THE CITY OF ORANGEBURG BY ADDING A NEW SECTION  
NUMBERED 9-6.33 ENTITLED "CARELESS VEHICLE OPERATION"

BE IT ORDAINED by Council duly assembled that the Code of Ordinances of the  
City of Orangeburg, State of South Carolina, is hereby amended by adding a new section  
numbered 9-6.33 entitled "Careless Vehicle Operation" which section shall read as follows:

It shall be unlawful for any person to operate any vehicle within the City of  
Orangeburg negligently, heedlessly or without due caution in a manner so  
as to endanger or be likely to endanger any person or property.

PASSED by the City Council of the City of Orangeburg, State of South Carolina, this  
14<sup>th</sup> day of November, A.D. 1995.



Marion C. Heath  
Mayor

Sandra P. Foster

Paul G. Miller

A. Z. Thompson

W. B. Smith

Jayelle R. Hines

Members of Council

ATTEST: Sharon H. Lanning  
City Clerk

ORDINANCE NO. 1995-12

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG BY REPLACING THE TERM "ZONING BOARD OF ADJUSTMENTS" WITH "THE BOARD OF ZONING APPEALS" AS IT PERTAINS TO SECTIONS 24-14.9 THROUGH 24-14.15.

WHEREAS, the current City of Orangeburg Code of Ordinances contains references to the "Zoning Board of Adjustments" as delineated in Section 24-14.9 - 24-14.15.

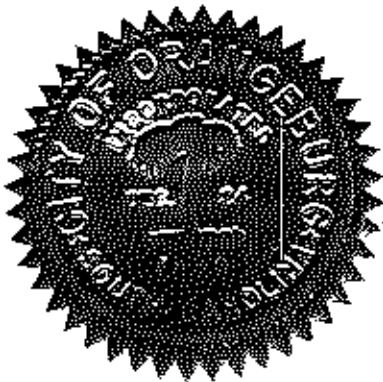
WHEREAS, Title 6, Chapter 29 of the 1994 Local Government Comprehensive Planning Enabling Act, specifically Section 6-29-780 requires that the name "Zoning Board of Adjustments" be changed in all references to the "Board of Zoning Appeals", and,

WHEREAS, on August 24, 1995, the City of Orangeburg Planning Commission formally reviewed this requirement and unanimously endorsed its recommendation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council this 21<sup>st</sup> day of November, 1995, that the Code of Laws of the City of Orangeburg, South Carolina is hereby amended as follows:

The term Zoning Board of Adjustments to be replaced with the proper name of Board of Zoning Appeals as is required in the 1994 Local Government Comprehensive Planning Enabling Act and passed by the S. C. legislature.

Passed and approved by the City Council of the City of Orangeburg, South Carolina this 21<sup>st</sup> day of November, 1995.



Martin L. Chatham  
Mayor, City of Orangeburg  
James W. L. Lanning  
James W. L. Lanning  
James W. L. Lanning  
James W. L. Lanning  
James W. L. Lanning

Members of Council

ATTEST:  
Sharon A. Lanning  
City Clerk

ORDINANCE NO. 1995-13

AN ORDINANCE TO AMEND §2-10.1 OF THE 1990 CODE OF ORDINANCES  
FOR THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA

WHEREAS, a local planning commission is authorized by S.C. Code §6-29-320; and

WHEREAS, it is desired to implement the provision of Title 6, Chapter 29, Code of Laws of South Carolina (1993 Supp.);

NOW, THEREFORE, BE IT ORDAINED by the City Council that §2-10.1 Planning Commission of the 1990 Code of Ordinances for the City of Orangeburg, State of South Carolina, is hereby amended to read as follows:

**Section 1. Planning Commission Established.**

There is hereby established a planning commission for the City, which shall have the powers and duties as provided in S.C. Code Title 6, Chapter 29, §6-29-310, et seq.

**Section 2. Composition of Commission.**

The planning commission shall consist of seven (7) members appointed by City Council for terms of four (4) years. Members shall serve until their successors are appointed and qualified. No members of the planning commission shall be the holder of an elected public office in the City or County.

**Section 3. Compensation.**

Members of the planning commission shall serve without compensation. Reimbursement for actual expenses incurred in the performance of official duties may be reimbursed from budgeted funds pursuant to reimbursement policies and procedures for employees of the City.

**Section 4. Removal of Members**

Members of the planning commission may be removed at any time by City Council for cause. The existence of cause shall be discussed by the Council in executive session as permitted by the Freedom of Information Act, S.C. Code §30-4-70(a)(1), and the determination of removal shall be by vote in public session declaring a vacancy in the position without a statement of cause. Any fact which, in the discretion of Council, is deemed to adversely affect the public interest, including lack of attendance at meetings, may constitute cause.

**Section 5. Organization and Rules of Procedure.**

The planning commission shall organize, elect officers, and adopt rules of procedure as required by S.C. Code §6-29-360.

**Section 6. Public Hearings.**

The planning commission shall hold all public hearings on amendments to the zoning ordinance and map pursuant to Sections 24-12.5 and 24-12.6 of this Code.

PASSED by the City Council of the City of Orangeburg, South Carolina, this 21st day of November, A.D. 1995.



*Martin T. Cheatham*  
Mayor

*James D. Plummer*  
*Robert L. Miller*  
*Thomas A. Miller*  
*James D. Plummer*

Members of Council

ATTEST

*Sharon M. Lanning*  
City Clerk

AN ORDINANCE TO REPEAL §6-1.4(b), §6-1.5 AND §6-2.1  
THROUGH §6-2.11 OF CHAPTER VI OF THE 1990  
CODE OF ORDINANCES FOR THE CITY OF  
ORANGEBURG AND AMENDING §6-1.11 OF SAID  
CHAPTER AND ADDING A NEW §6-1.11

BE IT ORDAINED by Council duly assembled that §6-1.4(b) and §6-2.1 through §6-2.11 of Chapter VI of the 1990 Code of Ordinances for the City of Orangeburg are hereby repealed in their entirety, Sections 6-1.6, 6-1.7, 6-1.8, 6-1.9 and 6-1.10 are renumbered Sections 6-1.5, 6-1.6, 6-1.7, 6-1.8 and 6-1.9, respectively, and that §6-1.11 of said Chapter is hereby renumbered as §6-1.10 and amended to read as follows:

§6-1.10     When Taxes Due and Payable; Penalty Charges

a.     When Due, Payable

All taxes are due and payable between the 30th day of September and the 15th day of January after their assessment in each year. All taxes shall be due and payable at the office of the City Clerk and Treasurer between the hours of 8:00 a.m. and 5:00 p.m. (except weekends and holidays) as assessments in each and every year

b.     Penalties on Delinquent taxes; Collection; Execution

When taxes and assessments or any portion of the taxes and assessments are charged against any property or person on the duplicate for the current fiscal year are not paid before the 16th day of January or thirty days after the mailing of the tax notices; whichever occurs later, the City Treasurer shall add a 15% penalty to all property taxes remaining unpaid. The U.S. postmark is the determining date for mailed payments. If the payment dates required by this section fall on a Saturday, Sunday, or legal holiday, the dates are extended to the end of the second business day immediately following which is not a Saturday, Sunday, or legal holiday.

c.     Execution Costs; Levy of Warrant or Execution, Notice of Delinquent Taxes, Seizure of Property; Additional Costs; Advertisement of Sale

After the City Treasurer issues his execution against a defaulting taxpayer in his jurisdiction, and adding an additional execution cost of \$25.00 to the taxes due, signed by him or his agent in his official capacity, directed to the officer authorized to collect delinquent taxes, assessments, penalties, costs, requiring him to levy the execution by distress and sale of so much of the defaulting taxpayer's real estate, real and personal, or both, as may be sufficient to satisfy the taxes, assessments, penalties and costs, the officer to which the execution is directed shall:

1.     On April 1st or soon thereafter as practicable, mail a notice of delinquent property taxes, penalties, assessments and costs to the owner of record at the best address available which is either the address shown on the deed conveying the property to him, the property address, or such other corrected or forwarding address that the owner of record has filed with the appropriate tax authority and to a known grantee of the delinquent taxpayer of the property on which the delinquency exists. The notice must specify that if the taxes, penalties, assessments and costs are not paid, the property must be

advertised and sold to satisfy the delinquency.

2. If the taxes remain unpaid after thirty days from the date of mailing of the delinquent notice, or as soon thereafter as practicable, take exclusive possession of so much of the defaulting taxpayer's property as is necessary to satisfy the payment of the taxes, assessments, penalties, and costs may be taken. In the case of real property, exclusive possession is taken by mailing a notice of delinquent property taxes, assessments, penalties, and costs to the defaulting taxpayer at the address shown on the tax receipt or to a more correct address known to the officer, by "certified mail, return receipt requested-deliver to addressee only". In the case of personal property, exclusive possession is taken by mailing the notice of delinquent property taxes, assessments, penalties, and costs to the person at the address shown on the tax receipt or to a more correct address known to the officer. All delinquent notices shall specify that if the taxes, assessments, penalties, and costs are not paid on or before a subsequent sales date, the property must be duly advertised and sold for delinquent property taxes, assessments, penalties, and costs. The return receipt of the "certified mail" notice is equivalent to "levying by distress".
3. In the event the "certified mail" notice has been returned, take exclusive physical possession of the property against which the taxes, assessments, penalties, and costs were assessed by posting a notice at one or more conspicuous places on the premises, in the case of real estate, reading: "Seized by person officially charged with the collection of delinquent taxes of the City of Orangeburg, State of South Carolina", the posting of the notice is equivalent to levying by distress, seizing and taking exclusive possession thereof or by taking exclusive possession of personally. In the case of personal property, the person officially charged with the collection of delinquent taxes is not required to move the personal property from where situated at the time of seizure and further, the personal property may not be moved after seized by anyone under the penalty of conversion unless delinquent taxes, assessments, penalties, and costs have been paid. Mobile homes are considered personal property for the purpose of this section unless the owner gives written notice to the county auditor for the mobile home's annexation to the land on which it is situated.
4. The property must be advertised for sale at public auction. The advertisement must be in a newspaper of general circulation within the City, if applicable, and must be entitled "Delinquent Tax Sale". It shall include the delinquent taxpayer's name and the description of the property, a reference to the county auditor's map-block-parcel number being sufficient for a description of realty. The advertising must be published once a week prior to the legal sales date for three consecutive weeks for the sale of real property, and two consecutive weeks for the sale of personal property. All expense of the levy, seizure, and sale must be added and collected as additional costs, and shall include, but not be limited to, the expense of taking possession of real or personal property, advertising, storage, identifying the boundaries of the property, and mailing certified notices. When the real property is divisible, the County tax assessor, City treasurer, and county auditor shall ascertain that portion of the property that is sufficient to realize a sum upon sale sufficient to satisfy the payment of the taxes, assessments, penalties, and costs. In such cases, the officer shall partition the property and furnish a legal description of it.

- d. Sale of Property; Procedures; Defaulting taxpayer with more than one item to be sold

The property duly advertised must be sold by the person officially charged with the collection of delinquent taxes which will be the City Treasurer for property that City taxes only are owed and the County of Orangeburg's Delinquent Tax Collector for property that both City and County taxes are owed. The properties will be sold at public auction at the Orangeburg County Courthouse on a legal sales date during regular hours for legal tender payable in full on the date of the sale. In the case the defaulting taxpayer has more than one item advertised to be sold, as soon as sufficient funds have been accrued to cover all of the defaulting taxpayer delinquent taxes, assessments, penalties and costs, no further items may be sold.

- e. Payment by Successful Bidder; Receipt; Disposition of Proceeds

The successful bidder at the delinquent tax sale shall pay legal tender to the person officially charged with the collection of delinquent taxes in the full amount of the bid on the day of the sale. Upon payment, the person officially charged with the collection of delinquent taxes shall furnish the purchaser a receipt for the purchase money and attach a copy of the receipt to the execution with the endorsement of his actions which must be retained by him. Expenses of the sale must be paid first and the balance of all delinquent tax sale monies collected must be turned over to the City treasurer. All other monies received, including any excess due the defaulting taxpayer after payment of delinquent taxes, assessments, penalties, and costs, must be retained, paid out, and accounted for by the City Clerk and Treasurer.

- f. Default by successful bidder; readvertisement of property

In case the successful bidder fails to remit in legal tender within the time specified, the person officially charged with the collection of delinquent taxes shall cancel that bid and duly readvertise the same property for sale, in the same manner, on a subsequent delinquent tax sale date. The defaulting bidder is liable for no more than three hundred dollars damages upon default, which may be collected by suit by the City Treasurer in the name of the City of Orangeburg.

- g. Redemption of Real Property, Assignment of Purchaser's Interest

The defaulting taxpayer, any grantee from the owner, or any mortgage or judgement creditor may within twelve months from the date of the delinquent tax sale redeem each item of real estate by paying to the person officially charged with the collection of delinquent taxes, assessments, penalties, and costs, together with eight percent on the whole amount of the delinquent tax sale bid. If prior to the expiration of the redemption period, the purchaser assigns his interest in any real property purchased at a delinquent tax sale, the grantee from the successful bidder shall furnish the person officially charged with the collection of delinquent taxes a conveyance, witnessed, and notarized. The person officially charged with the collection of delinquent taxes shall replace the successful bidder's name and address with the grantee's name and address in the delinquent tax sale book.

- h. Cancellation of Sale Upon Redemption; Notice to Purchaser; Refund of Purchase Price

Upon the real estate being redeemed, the person officially charged with the collection of delinquent taxes shall cancel the sale in the tax sale book and note thereon the amount paid, by whom and when. The successful purchaser, at the delinquent tax sale, shall promptly be notified by mail to return the tax sale receipt to the person officially charged with the collection of delinquent taxes in order to be expeditiously refunded the purchase price plus the eight percent interest provided in Section G, hereinabove.



i. **Personal Property Shall Not Be Subject To Redemption; Purchaser's Bill of Sale and Right of Possession**

For personal property, there is no redemption period subsequent to the time that the property is struck off to the successful purchaser at the delinquent tax sale. Upon payment by the successful purchaser and delivery of the duplicate warrant (i.e. tax receipt) with description and notation by the person officially charged with the collection of delinquent taxes, he shall deliver to the successful purchaser the following form properly executed which is his bill of sale and right of possession:

"Sold to \_\_\_\_\_ at Delinquent Tax Sale on \_\_\_\_\_ who is successful purchaser of personal property sold for delinquent taxes.

\_\_\_\_\_  
(Officer Charged with Tax Collection)".

j. **Notice of Approaching End of Redemption Period**

Neither more than forty five days nor less than twenty days prior to the end of the redemption period for real estate sold for taxes, the person officially charged with the collection of delinquent taxes shall mail a notice by "certified mail, return receipt requested-deliver to addressee only" to the owner of record immediately preceding the end of the redemption period at the best address of the owner available to the person officially charged with the collection of delinquent taxes that the real property described on the notice has been sold for taxes and if not redeemed by paying taxes, assessments, penalties, costs and eight percent interest on the bid price in the total amount of \_\_\_\_\_ dollars on or before \_\_\_\_\_ (twelve months from date of sale) (date) \_\_\_\_\_, a tax title will be delivered to the successful purchaser at the tax sale.

k. **Execution and delivery of tax title; costs and fees; overages**

Upon failure of the defaulting taxpayer, any grantee from the owner, or any mortgage or judgement creditor, to redeem realty within the time period allowed for redemption, the person officially charged with the collection of delinquent taxes shall within thirty days or as soon thereafter as possible make a tax title to the purchaser or the purchaser's assignee. Delivery of the tax title to the Clerk of Court or Register of Mesne Conveyances (RMC) is considered "putting the purchaser (or assignee) in possession". The tax title shall include, among other things, the name of the defaulting taxpayer, the date of the execution, the date the realty was posted and by whom, and the dates each certified notice was mailed to the party or parties of interest, to whom mailed and whether or not received by the addressee. The successful purchaser (or assignee) is responsible in the amount of fifteen dollars for the costs of the tax title plus any documentary stamps necessary to be affixed and recording fees. The successful purchaser (or assignee) shall pay the amounts to the person officially charged with the collection of delinquent taxes before the delivery of the tax title to the Clerk of Court or RMC and upon payment the person officially charged with the collection of delinquent taxes is responsible for promptly transmitting the tax title to the Clerk of Court or RMC for recording and remitting the recording fee and documentary stamps cost. In case the tax sale of an item produced an overage in cash above the full amount due in taxes, assessments, penalties, and costs, the overage shall belong to the defaulting taxpayer to be claimed or assigned according to law. If neither claimed nor assigned within five years of date of public auction tax sale, the overage shall escheat to the general fund of the City. Prior to the escheat date unclaimed overages must be kept in a separate account and must be invested so as not to be idle and the City is entitled to the earnings for keeping the overage. On escheat date the overage must be transferred to the general funds of the City.

l. **Official May Void Tax Sale**

In the case that the official in charge of the tax sale discovers before a tax title has

passed, the failure of any action required to be properly performed, the official may void the tax sale and refund the amount paid to the successful bidder. If the full amount of the taxes, assessments, penalties, and costs have not been paid, the property must be brought to tax sale as soon as practicable.

m. Deed as Evidence of Good Title; Statute of Limitations

In all cases of tax sale the deed of conveyance, whether executed to a private person, a corporation, or a forfeited land commission, must be held and taken as prima facie evidence for a good title in the holder, that all proceedings have been regular and that all legal requirements have been complied with. No action for the recovery of land sold under the provisions of this chapter or for the recovery of the possession may be maintained unless brought within two years from the date of the sale.

n. Notice to Mortgagees

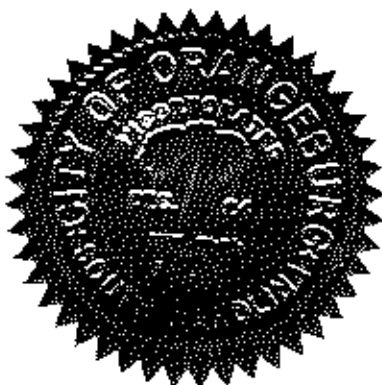
The provisions of Sections 12-49-210 thru 12-49-300, of the Code of Laws of S.C., 1976, inclusive, relating to notice to Mortgages of proposed tax sales and of tax sale of properties covered by their respective mortgages are adopted as a part of this section.

BE IT FURTHER ORDAINED that Chapter VI of the 1990 Code of Ordinances for the City of Orangeburg, South Carolina, is hereby amended by adding a new section, to be numbered 6-1.11, which section shall read as follows:

§6-1.11 Contract for Collection of Taxes; Facilities for Collection of Taxes

The City may contract with the County of Orangeburg for the collection of taxes as provided for herein. Any such agreement or contract shall be approved and executed by the City Administrator in the name of the City.

PASSED by the City Council of the City of Orangeburg, South Carolina, this 21<sup>st</sup> day of November, A.D. 1995.



Marion L. Cleethan  
Mayor  
James D. Rhynes  
W. Keith Bell  
Leopoldo Hart  
Henry Miller  
John D. Harris

Members of Council

ATTEST Sharon M. Lanning  
City Clerk

**AN ORDINANCE TO AMEND CHAPTER XVIII, SECTION 18-4.2 OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA, FOR THE PURPOSE OF AMENDING FIRE SERVICE DISTRICT RATES CHARGES IN THE FIRE SERVICE DISTRICT**

BE IT ORDAINED by City Council duly assembled that Chapter XVIII, Section 18-4.2 of the Code of Ordinances for the City of Orangeburg, State of South Carolina, is hereby amended to read as follows:

That the following be used as amended rates for fire protection for annual suburban fire contract protection. These rates will go into effect on February 1, 1996

**SUBURBAN FIRE PROTECTION RATES**

1.	1st house less than 900 square feet	\$ 55.00
	All other miscellaneous structures on same lot	\$ 38.50
2.	1st house 900 square feet to 1499 square feet	\$ 77.00
	All other miscellaneous structures on same lot	\$ 60.50
3.	1st house 1500 square feet to 2099 square feet	\$ 82.50
	All other miscellaneous structures on same lot	\$ 66.00
4.	1st house 2100 square feet to 2699 square feet	\$ 88.00
	All other miscellaneous structures on same lot	\$ 71.50
5.	1st house 2700 square feet to 3299 square feet	\$ 93.50
	All other miscellaneous structures on same lot	\$ 77.00
6.	1st house 3300 square feet to 3899 square feet	\$ 99.00
	All other miscellaneous structures on same lot	\$ 82.50
7.	1st house 3900 square feet and larger	\$104.50
	All other miscellaneous structures on same lot	\$ 88.00
21.	Single Wide Trailer	\$ 55.00
22.	Double Wide Trailer	\$ 77.00
23.	Mobile Home Park, Each Single Wide Trailer	\$ 55.00
	Mobile Home Park, Each Double Wide Trailer	\$ 77.00
31.	Apartments less than 900 square feet - 1st apt.	\$ 55.00
	All other apartments	\$ 38.50
32.	Apartments 900 square feet or larger - 1st apt.	\$ 77.00
	All other apartments	\$ 60.50
33.	Duplex, each apartment less than 900 square feet	\$ 55.00
	Second Duplex, less than 900 square feet	\$ 38.50
34.	Duplex, each apartment 900 square feet or more	\$ 77.00
	Second Duplex, 900 square feet or more	\$ 60.50
35.	Apartments less than 900 square feet with laundry	\$ 55.00
	All other apartments	\$ 38.50
41.	Vacant Lot not exceeding 5 acres	\$ 33.00
42.	Vacant parcels larger than 5 acres	\$ 44.00
51.	Business less than 1200 square feet	\$ 82.50
52.	Business 1200 square feet or larger	\$192.50
53.	Mall-shopping Complex	
	Under 1200 Square feet (each unit)	\$82.50
	1200 Square feet or Larger (each unit)	\$192.50
54.	Storage Warehouse - up to 3000 square feet	\$ 82.50
61.	Industrial, Manufacturing, or Institutions	
	1500 square feet to 100,000 square feet	\$385.00
62.	Industrial, Manufacturing, or Institutions	
	over 100,000 square feet	\$550.00
71.	Gasoline Service Stations	\$220.00
72.	Gasoline Service Station and Convenience Store	
	with Underground Tanks	\$302.50

73. Gasoline Service Station and Convenience Store with Above ground Tanks	\$357.50
74. Gasoline Bulk Plant	\$495.00
81. Dumpster Sites (per site), or Manned Convenience Stations (per site)	\$110.00
99. Unassigned (do not accept payment)	
All vehicle fires	\$200.00

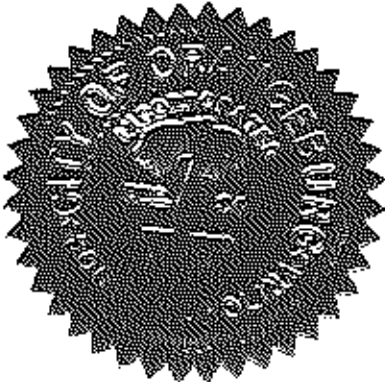
No contracts: When fire department responds to a scene without a valid contract, cost will be \$400.00 plus price of contract. All industrial, manufacturing, or institutions will be billed for actual cost. Fire reports will not be issued until the penalty is paid.

DONE AND RATIFIED BY Council duly assesmbled this 5<sup>th</sup> of December 1995.

Attest:

Sharon M. Lanning  
City Clerk

Martin L. Heathman  
Mayor  
Samuel P. Kuttis  
Paul A. Mink  
W. Keith Selley  
James W. Hedges  
H. Zimmerman  
Paul Hart

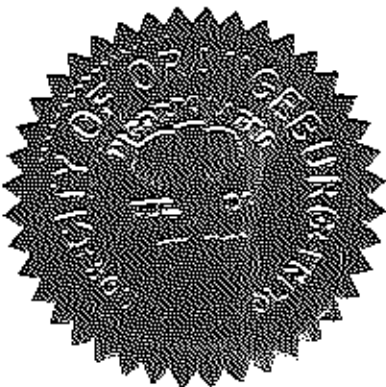


AN ORDINANCE TO AMEND SECTION 5-2.5, STORING, PARKING OR LEAVING DISMANTLED OR OTHER SUCH VEHICLE, INOPERATIVE MACHINERY OR EQUIPMENT PROHIBITED; AND DECLARED NUISANCE; EXCEPTIONS., OF THE 1990 CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA

BE IT ORDAINED by City Council duly assembled that Section 5-2.5 of the 1990 Code of Ordinances for the City of Orangeburg, State of South Carolina, is hereby amended to read as follows:

Section 5-2.5. Storing, Parking or Leaving Dismantled or Other Such Vehicle, Inoperative Machinery or Equipment Prohibited; and Declared Nuisance; Exceptions. No person shall park, store, leave, or permit the parking, storing, or leaving of any motor vehicle, machinery or equipment of any kind which is in an abandoned, wrecked, dismantled, inoperative, rusted, junked, or partially dismantled condition whether attended or not, upon any public or private property within the City for a period of time in excess of seventy-two (72) hours. The presence of an abandoned, wrecked, dismantled, inoperative, rusted, junked, or partially dismantled vehicle, machinery or equipment or parts thereof on private or public property is hereby declared a public nuisance which may be abated as such in accordance with the provisions of this section. Unless otherwise violative of §22-6.1 of this Code, this section shall not apply to any vehicle, machinery or equipment enclosed within a building on private property or screened in such a manner as not to be visible from any public street or adjoining properties, or to any motor vehicle in operative condition specifically adopted or designed for operation on drag strips or raceways or any vehicle retained by the owner for antique collection purposes.

PASSED by the City Council of the City of Orangeburg, South Carolina, this 5<sup>th</sup> day of December, A.D. 1995.



Martin L. Chestham  
Mayor

Sandra P. Knotts

James G. Miller

Robert D. Selley

James D. Kersh

Members of Council

ATTEST: Sharon M. Fanning  
City Clerk

ORDINANCE NO. 1995-17

AN ORDINANCE TO SELL PROPERTY OF THE CITY OF  
ORANGEBURG LOCATED 3.5 MILES SOUTH OF THE CITY  
OF AIKEN, AIKEN COUNTY, SOUTH CAROLINA, AND BEING  
DESIGNATED AS LOT 22, BLOCK K, COLLEGE ACRES SUBDIVISION

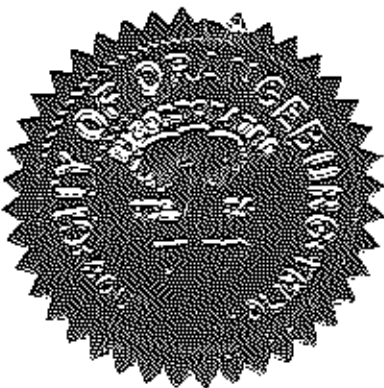
BE IT ORDAINED by Council duly assembled that the City of Orangeburg convey the below described property to Dolores W. Singley for the total consideration of Sixty-seven Thousand Five Hundred and no/100 (\$67,500.00) Dollars in accordance with that certain Contract of Sale between the City of Orangeburg and Dolores W. Singley dated September 14, 1995.

Description of property:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being located approximately 3.5 miles South of the City of Aiken, Aiken County, South Carolina, being shown and delineated as Lot No. 22, Block K, College Acres Subdivision, upon an individual survey thereof made for Wendell and Chanette B. Davis by Jones & Murph, PLS, under date of August 26, 1986, recorded in the RMC office for Aiken County, S. C. in Misc. Book 455 at page 69. Reference is hereby made to aforesaid plat for a complete description as to metes, bounds and location of subject property. According to aforesaid plat, subject property is bounded and measures as follows: NORTHEAST by Lot 21, said plat, 185.0 feet; SOUTHEAST on a curving line by the right of way of Converse Drive for 79.0 feet; SOUTHWEST by Lot 23, said plat, 176.5 feet; WEST by a portion of Lot 26, said plat, 48.0 feet; and NORTH by lands now or formerly of Holley for 110.9 feet; all measurements being more or less.

BE IT FURTHER ORDAINED that the City Administrator of the City of Orangeburg is hereby directed and authorized to execute a general warranty deed conveying said property to the above named party and execute any and all other documents necessary to consummate said sale.

PASSED by the City Council of the City of Orangeburg, State of South Carolina, this 19<sup>th</sup> day of December, A.D. 1995.



Walter T. Thompson  
Mayor

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Members of Council

ATTEST: Sharon M. Lanning  
City Clerk