

City Council Minutes
October 1, 2024

Orangeburg City Council held its regularly scheduled meeting on Tuesday October 1, 2024, 6:00 PM in Council Chambers, 933 Middleton Street with Mayor Michael C. Butler presiding.

PRESENT:

Michael C. Butler, Mayor

Annette Dees Grevious

Jerry Hannah

Dr. Kalu Kalu

L. Zimmerman Keitt, Mayor Pro Tem (arrived 6:10pm)

Sandra P. Knotts

Richard Stroman

A motion was made by Councilmember Stroman, seconded by Councilmember Kalu to approve the September 17, 2024, minutes. The motion was approved 6-0. (Mayor Pro Tem Keitt was not present for vote)

Mayor Butler recognized "Considerate" as the October County Community of Character Trait.

Mr. and Mrs. Monte Barrett, House of Champions addressed Council. He stated, "As a retired world-class heavyweight boxing champion and member of the Boxing Hall of Fame, I am joined by my wife, Dr. Tracy Jones Barrett, a higher education professor and administrator. We are here tonight with a vision for Orangeburg of helping the youth and providing them with tools for success both in and out of the ring. We are requesting your support in granting us the use of the Old City Gym for the House of Champions After School Boxing Programs. This program is a structured after school and summer program with additional amateur boxing activities. We will partner with the Orangeburg County Historical Society on Community and Cultural Education and offer after school and summer school programs and education enrichment. The program provides academic support and mentorship, creating a space where young people will not only strengthen their bodies as well as their minds but also have the discipline and confidence to walk away from confrontation. We want to give kids something positive to be a part of, to channel their energy and see tangible pathways to their future success whether it is athletics, education, or life. I know firsthand the power of community support and mentorship as programs such as this offered me great benefits in my life. Together, we can make a lasting impact for the youth of Orangeburg guiding them toward better days. We are also in conversations with Shawn Taylor with the Parks and Recreation Department about an after-school boxing program for our youth on Tuesday and Thursday afternoons to begin our work in Orangeburg."

Ms. Laura Hatt, Orangeburg Historical Society Executive Director stated, "The Orangeburg Historical Society supports the House of Champions. They want to honor the history of that section of land from the time Orangeburg was settled to when it was used as a cemetery. They want to remember the past, not forget where we come from and how we got here and build our children up."

Mayor Butler asked, "So you all will join together and will teach the youth how to be champions and will commemorate the history of Orangeburg?"

Dr. Barrett stated, "In terms of partnering with the Orangeburg Historical Society, we will be working with the Museum Studies Program at Harvard to develop curriculum so the children will learn about their history in alignment with the common core curriculum."

Mayor Butler stated, "We will need something in writing for Council to have a clear understanding and to review."

City Administrator Evering addressed Council concerning a resolution directing the City Administrator to develop an annual budget, grant application form; adopting the final form of a Grant Program Agreement; Agreement related to each budget appropriation grantee; authorizing the City Administrator to administer and oversee the budget appropriation Grant Program. He stated, "If you recall last year, Council passed the same resolution regarding nonprofits who request funding from the City. This resolution formalizes the process through a grant. If the City

has funds, the non-profit can apply for a grant and the City will verify the nonprofit status and that they are financially stable. This resolution is for the grant program for this fiscal year.”

Mayor Butler asked, “This is money from the Accommodations Tax?”

City Administrator Evering stated, “No, this is funds from the City Budget, if available. This formalizes the process.”

Councilmember Grevious asked, “Is this a rolling deadline so they can apply at any point in time for these funds or is there a deadline?”

City Administrator Evering stated, “It is rolling and again it depends on the availability of funds.”

Mayor Pro Tem Keitt asked, “Is there a certain amount that you request?”

City Administrator Evering stated, “It depends on availability of funds.”

A motion was made by Councilmember Kalu, seconded by Mayor Pro Tem Keitt to approve a resolution directing the City Administrator to develop an annual budget, grant application form; adopting the substantially final form of a Grant Program Agreement; Agreement related to each budget appropriation grantee; authorizing the City Administrator to administer and oversee the budget appropriation Grant Program. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a resolution authorizing the Mayor and City Council to execute a Community Development Block Grant – Mitigation (CDBG-MIT) Stormwater Infrastructure Program Agreement between the City of Orangeburg and the SC Office of Resilience (SCOR) to fund a Stormwater Infrastructure Improvement Project that will mitigate the impact of future disasters. He stated “If you recall a few months ago, the City was awarded \$1.7 million grant for addressing the stormwater drainage issues on Adden Street. This resolution is required as part of the receipt of those funds. Once this resolution is passed, SCOR will put out a Request for Quotes (RFQ) for an engineering firm and will select the firm, and the process of addressing the stormwater drainage issues in the Adden Street area will begin.”

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Knotts to approve a resolution authorizing the Mayor and City Council to execute a Community Development Block Grant – Mitigation (CDBG-MIT) Stormwater Infrastructure Program Agreement between the City of Orangeburg and the SC Office of Resilience to fund a Stormwater Infrastructure Improvement Project that will mitigate the impact of future disasters. The motion was unanimously approved.

Department of Public Safety Chief Charles Austin addressed Council concerning authorization for Department of Public Safety Chief Austin to sign Law Enforcement Multi-Agency Sub-Station Agreement with South State University Department of Public Safety and Orangeburg County Sheriff’s Office and Law Enforcement Assistance and Support Agreements with a) Orangeburg County Sheriff’s Office, b) Claflin University Department of Public Safety, c) Aiken County Sheriff’s Office. He stated, “We are requesting approval on multi agency agreements with area law enforcement agencies. These agreements formalize the relationships that we have with South Carolina State University, Orangeburg County Sheriff’s Office, Claflin University, and the Aiken County Sheriff’s Office. We hope to engage other agreements to include agencies in Bamberg, Barnwell, Calhoun, and Dorchester Counties.”

A motion was made by Councilmember Stroman, seconded by Councilmember Kalu to approve concerning authorization for Department of Public Safety Chief Austin to sign Law Enforcement Multi-Agency Sub-Station Agreement with South State University Department of Public Safety and Orangeburg County Sheriff’s Office and Law Enforcement Assistance and Support Agreements with a) Orangeburg County Sheriff’s Office, b) Claflin University Department of Public Safety, c) Aiken County Sheriff’s Office. The motion was unanimously approved.

Assistant City Administrator Williams addressed Council concerning a resolution updating the Employee Handbook. She stated, “DPU Human Resources Director Cheryl Lynch and I are recommending this resolution to update the Employee Handbook with two small, but very important changes. The first change is on page 12 of the handbook under responsibilities to your employer. A section of that passage reads being respectful to the public and your fellow

employees. We would like to change that to being respectful and civil to the public and your fellow employees. Adding the word civil to this section emphasizes the level of consideration that is expected from all employees whether we are dealing with the public or dealing with each other and it correlates to the Municipal Association of South Carolina civility pledge that Council adopted in February 2024. The second change is found on page 43, under the Bereavement Policy Leave with Pay. Currently it reads that leave may be granted up to three days. Three days is defined as 24 hours that can be granted in leave for immediate family members and immediate family members is defined in the handbook. We are recommending removing 24 hours because we have employees that work 12-hour shifts and change it to say that leave may be granted up to three days and the three days is equal to the assigned shift hours with pay. We are asking for these changes to be effective today, October 1st."

A motion was made by Councilmember Kalu, seconded by Mayor Pro Tem Keitt to approve a resolution updating the Employee Handbook. The motion was unanimously approved.

City Attorney Kozlarek addressed Council concerning first reading of an ordinance to approve a change to the Zoning District Map from O-I, Office-Institutional-Residential District to B-1 General Business District for properties located at 1090 St. Matthews Road, 1080 St. Matthews Road, and 1070 St. Matthews Road, also known as TMS# 073-05-05-001.000, 0173-05-05-015.000, and 0173-05-05-016.000. He stated, "This item was before Council in November of last year. The minutes reflect that the item came up for discussion and it was immediately tabled by a vote of six to one. The matter has been placed back on the agenda tonight. The question was raised as to whether this matter would need to go back through the Planning Commission process first. There are a couple of areas both within Roberts Rules of Order and within the City Code that appear to address this issue. In Roberts Rules of Order, a motion to table, rather than a motion to postpone, is a motion that is used to effectively suspend whatever is being considered by Council at that moment and is laid on the table. If the matter is not removed from the table at either the same meeting or at the next regular meeting, under Roberts Rules of Order, the question that was tabled is considered to be dead or to have died. There is some additional language within the City Code dealing with zoning changes that discusses matters not acted on by Council, being deemed denied, That does not appear to be applicable here because the matter was acted on, that is a motion was made with respect to the matter and it was on the agenda so, I do not believe it was deemed denied under 24-12.7. However, the question comes up as to whether under 24-12.8, under zoning, that the matter would be considered by Council as a reconsideration of something that had been previously considered or if because the matter was simply tabled, and no substantive consideration was given to the rezoning request whether it could be brought back to Council without having to go to the Planning Commission. I am not aware of any precedent within the City for an interpretation of that section so I think it would be a matter for Council to decide whether something that was not substantively acted on as a rezoning request is considered a current request and it is on the agenda tonight in that posture or if this would be considered a reconsideration of a prior request in which case, it would be required to wait a full year and it would be required to go back through the Planning Commission process. Unfortunately, I am not sure I have an answer for Council, but I think it is a matter for Council to consider which posture Council believes the City Code considers this item. One potential option would be for Council to refer this back to the Planning Commission to go through the Planning Commission process which means waiting a year. It would be a year in the next two months since the matter was tabled November 21, 2023. So that may be an appropriate way for Council to deal with this and sort of leave open the question of whether a matter that is tabled in a rezoning request is considered a reconsideration or a new consideration of the same matter."

Mayor Butler asked, "How can we get it back for reconsideration?"

City Attorney Kozlarek stated, "The original presentation of a first reading of this ordinance in November of last year was tabled and was not removed from the table within the time limit that Roberts Rules of Order considers appropriate for a body like the City Council. So, that initial consideration of a first reading no longer exists. The matter has been placed back on the agenda as a new question in a Roberts Rules of Order posture. But that does not answer the question under the City Code as to whether a tabling of the first reading is considered a substantive action which would then require a year's wait or if because no substantive action was taken with respect to first reading, that is, there was no motion with respect to a first reading as it was tabled and never brought back up. So that leaves the open question as to whether that is considered some substantive act with respect to the ordinance to the rezoning or if it is not a substantive action. I think that

determines whether this needs to wait a year and go back through the Planning Commission or if it can simply move forward in its current posture as a first reading of an ordinance that is already gone through the Planning Commission.”

Mayor Butler asked, “It will be a year at the end of November? What is the next step? I want to get a clear understanding.”

City Attorney Kozlarek stated, “Correct, it will be a year at the end of November. At that point, there really is no discussion about the tabling anymore as that period has long since run. The only question is, could Council take action now or would Council simply say this needs to go back to the Planning Commission and go through the Planning Commission process beginning with presumably the December Planning Commission meeting which would be a year after the original consideration by Council in November of last year.”

Councilmember Kalu asked, “Since we tabled this item, we should have brought it back at the next meeting, correct?”

City Attorney Kozlarek stated, “Correct. This is a situation where the City Code and Roberts Rules of Order do not necessarily mesh without some rough edges. Under Roberts Rules of Order, that question that was tabled died when it was not brought back. But I do not believe under the City Code that fully answers the question as to whether this must wait a year, or Council can simply bring it back now as it sits on the agenda as a new question. I think that determination turns on whether Council views under the City Code a tabling that is not revived within the appropriate period as a substantive act with respect to the ordinance or if that is not a substantive act. If it is a substantive act, then it is effectively as if it were denied, if you will, and then it would require the year waiting period or a finding by the Planning Commission that there are some substantive differences. If it is not a substantive act, then I think the City Code would permit this to simply be on the agenda and for Council to take action as if it were a first reading.”

Councilmember Kalu asked, “Does Council have authority based on the City Code to take action tonight on this ordinance?”

City Attorney Kozlarek stated, “I believe Council has the ability to do that. If Council wants to move forward, it is simply consideration of first reading of an ordinance.”

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Kalu to approve first reading of an ordinance to approve a change to the Zoning District Map from O-I, Office-Institutional-Residential District to B-1 General Business District for properties located at 1090 St. Matthews Road, 1080 St. Matthews Road, and 1070 St. Matthews Road, also known as TMS# 073-05-05-001.000, 0173-05-05-015.000, and 0173-05-05-016.000. The motion was approved 4-3. Councilmember Hannah, Councilmember Knotts and Councilmember Stroman opposed.

A motion was made by Councilmember Stroman, seconded by Councilmember Kalu to approve a resolution recognizing October 7 – 11, 2024 as Customer Service Week. The motion was unanimously approved.

A motion was made by Councilmember Stroman, seconded by Councilmember Grevious to go into Executive Session concerning discussion of negotiations incident to proposed contractual arrangements and/or the receipt of legal advice where the legal advice relates to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement or legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim S.C. Code Sec. 30-4-70(a)(2) a) Fire Contracts b) Vape Shops and discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, a student or a person regulated by a public body, or the appointment of a person to a public body S.C. Code 30-4-70(a)(1) The motion was unanimously approved.

A motion was made by Councilmember Kalu, seconded by Mayor Pro Tem Keitt to return to open session. The motion was unanimously approved.

City Administrator Evering addressed Council concerning third reading of an ordinance to authorize the execution and delivery of a Fire Service agreement and contract to purchase real and

personal property with Orangeburg County, authorizing the termination of individual fire contracts. He stated, "There have been no subsequent changes since Council last met. This agreement would eliminate fire contracts in the fire service district known as the donut, instead the County would levy nineteen mills in that area which they will then pay \$1.25 million initially to the City to provide fire services and fire protection in that area. There will be a 2% annual escalator that will continue for the life of the agreement. The first term of the agreement is five years with two automatic five-year renewals. If the City or the County decide not to do the renewal, there is a buyout provision in the agreement that the City can exercise that would require the County to purchase equipment that the City has used to service the district. With this agreement, the majority of citizens in the district will see a decrease in the cost of fire protection and the ISO ratings will likely improve which will lead to cheaper insurance. We think this is a good agreement between the City and the County for the benefit of all the citizens in that area."

Councilmember Grevious asked, "To summarize, citizens might see an increase in their tax bill if they are currently in an area where they had to previously purchase a fire contract but because we are eliminating the fire contracts, they will be paying less. Correct?"

City Administrator Evering stated, "That is correct. The vast majority will be paying less."

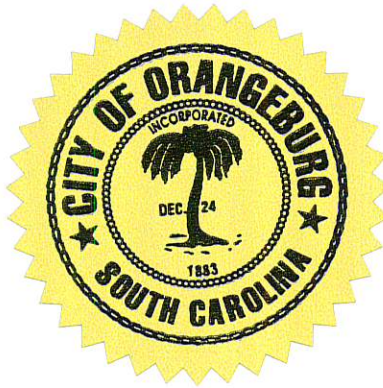
A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Knotts to approve third reading of an ordinance to authorize the execution and delivery of a Fire Service agreement and contract to purchase real and personal property with Orangeburg County, authorizing the termination of individual fire contracts. The motion was unanimously approved.

A motion was made by Councilmember Grevious, seconded by Councilmember Kalu to adjourn the meeting. The motion was unanimously approved.

Respectfully submitted,



Linda McDaniel
City Clerk



V O I D

V O I D

V O I D



A RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE AN COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) STORMWATER INFRASTRUCTURE PROGRAM AGREEMENT BETWEEN THE CITY OF ORANGEBURG AND THE SOUTH CAROLINA OFFICE OF RESILIENCE TO FUND A STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT THAT WILL MITIGATE THE IMPACT OF FUTURE DISASTERS.

WHEREAS, the City of Orangeburg recognizes the threat that flooding poses to the City; and

WHEREAS, the City of Orangeburg has a proposed flood mitigation project called Adden Street; and

WHEREAS, the City of Orangeburg anticipates receiving \$1,664,468.16 in CDBG grant funds from the South Carolina Office of Resilience to carry out mitigation activities in a timely manner; and

WHEREAS, the City of Orangeburg acknowledges and accepts ownership and responsibility for the ongoing operation and maintenance for the life of the improvement; and

WHEREAS, the City of Orangeburg will uphold these infrastructure improvements in a manner that conforms to all health and safety requirements.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Orangeburg, South Carolina this first day of October 2024, that the City of Orangeburg respectfully accepts funding provided by the South Carolina Office of Resilience through the CDBG Mitigation Grant to fund infrastructure improvements that will mitigate the impact of future flooding.

BE IT FUTHER RESOLVED that the City of Orangeburg respectfully accepts responsibility for completion of the Project, any defects or failures, and the long-term maintenance after completion.

PASSED the 1st day of October 2024



Michael C. Butch

Mayor

[Signature]

Kevin Aue

Richard Storm

Danda P. Kuttel

L. Zimmerman Keith

[Signature]

Members of Council

Attest: *Linda McDaniel*

City Clerk



A RESOLUTION ADOPTING AN EMPLOYEE HANDBOOK FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA.

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

- (a) the Council is authorized and empowered to provide for its internal governance according to South Carolina Constitution Article VIII, section 17, the Home Rule Act of 1975, and the Code of Ordinances of the City;
(b) the Council desires to provide for a comprehensive set of general guidelines and policies governing all personnel matters for all City employees, including employee conduct, workplace conditions, drug and alcohol policies, policies that implement state and federal employment laws, and other aspects of public employment and City service;
(c) these policies are intended to apply to all City employees that do not have an employment contract with the City and to all City employees with employment contracts that do not already address all of the policy issues as described in the proposed guidelines and policies; and
(d) the policies contained in the Employee Handbook, attached to this resolution as Exhibit A, and incorporated herein by this reference, are general guidelines for the City's current employment practices and workplace procedures, but are not intended to be, and are not, a contract, expressed or implied, or any type of promise or guarantee of specific treatment on which an employee may rely, nor a guarantee of employment of any specific duration.

NOW, THEREFORE, the Council resolves that the Employee Handbook attached hereto as Exhibit A and incorporated herein by this reference, is, effective October 1, 2024, adopted as the City's Employee Handbook, and it is applicable to all employees, appointed and elected City officials unless preempted by state or federal law or in conflict with an existing employment contract or collective bargaining agreement.

Severability. If any part of this Resolution is unenforceable for any reason, then the remainder of this Resolution remains in full force and effect.

General Repealer. All orders, resolutions, and parts thereof in conflict with this Resolution, are to the extent of that conflict, repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

ADOPTED BY the City Council on October 1, 2024.

Mayor

Michael C. Butler

Members of Council

[Signature]

[Signature]

Richard A. Stone

[Signature]

L. Zimmerman Keith

[Signature]



Attest: Linda McDaniel

City Clerk

EXHIBIT A
EMPLOYEE HANDBOOK

1. Page 12, under **Responsibilities to Your Employer**, the word '**civil**' is being added. The section now reads as follows:

“Respectful and **civil** to the public and your fellow employees, including not encroaching on one's personal and private space.”

2. Page 43, under **Bereavement: Leave with Pay – Death of Immediate Family Member**, 'twenty-four (24) hours' is **being removed and replaced** with more applicable language. This change will impact employees who work a 12-hour shift. The section now reads as follows:

“A full-time employee who is absent from work due to a death in his or her 'immediate family' may be granted up to (3) regularly scheduled workdays **(equal to assigned shift hours)** off with pay.”

~ *All handbook policies are subject to disciplinary action.* ~



RESOLUTION

DIRECTING THE CITY ADMINISTRATOR TO DEVELOP AN ANNUAL BUDGET, GRANT APPLICATION FORM; ADOPTING THE SUBSTANTIALLY FINAL FORM OF A GRANT PROGRAM AGREEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO FINALIZE, EXECUTE, AND DELIVER THE GRANT PROGRAM AGREEMENT RELATED TO EACH BUDGET APPROPRIATION GRANTEE; AUTHORIZING THE CITY ADMINISTRATOR TO ADMINISTER AND OVERSEE THE BUDGET APPROPRIATION GRANT PROGRAM; AND PROVIDING FOR RELATED MATTERS.

BE IT RESOLVED by the City Council, as the governing body of the City of Orangeburg, South Carolina:

SECTION 1. Findings.

WHEREAS, the City is a body corporate and politic organized under the laws of the State of South Carolina ("State") and possesses all powers granted to the same by the Constitution and general laws of the State;

WHEREAS, the City appropriates funds according to the City's annual fiscal year budget;

WHEREAS, the City often receives *ad hoc* budget appropriation requests for grants from various organizations in and around the City;

WHEREAS, the City desires to make the process associated with these types of requests more efficient for the applicants and the City and to provide for better oversight of the expenditure of public funds once appropriated by the City;

WHEREAS, the City now desires (a) to authorize the City Administrator to develop certain grant program documents and processes, (b) to approve a grant agreement (the substantially final form of which is attached to this Resolution as Exhibit A, "Agreement") and (c) to authorize the City Administrator to provide direct oversight and administration of the grant program.

SECTION 2. Grant Program Authorizations.

- a. The City Council authorizes and directs the City Administrator to develop an annual budget grant application form, which the City Administrator shall use to provide for a uniform process for annual budget grant requests to be reviewed by the City Administrator and, as and if deemed appropriate by the City Administrator, presented to City Council for consideration of inclusion in the immediately succeeding fiscal year's budget;
- b. The City Council adopts the Agreement as the substantially final form of the City's grant program agreement, with such changes between the adopted form and the final form as are not materially adverse to the City;
- c. The City Council authorizes and directs the City Administrator to finalize, execute, and deliver the grant program agreement with respect to each grant recipient;
- d. The City Council authorizes and directs the City Administrator to administer and oversee the grant program and provide periodic reports to the City Council with respect to each grant recipient's use of grant funds; and
- e. The City Council authorizes and directs the City Administrator to provide other feedback to the City Council regarding the efficacy of the grant program and potential improvements in the program and the processes and documents related to the program.

SECTION 3. General Authorization. The City Council authorizes the City Administrator to delegate his duties under this Resolution to one or more City employees and/or vendors of the City, and further authorizes the City Administrator, or his designee, to take whatever further actions, and to execute and deliver whatever further documents as may be appropriate to implement this Resolution's intent.

SECTION 4. General Repealer. Each resolution, or order of the City, or any part of the same in conflict with this Resolution, is to the extent of that conflict, repealed.

ADOPTED BY the City Council on October 1, 2024.



Mayor

Michael C. Butte

Members of Council

[Signature]

[Signature]

Richard A. Jones

[Signature]

[Signature]

[Signature]

Attest: Linda McDaniel
City Clerk

EXHIBIT A
SUBSTANTIALLY FINAL FORM
OF
BUDGET APPROPRIATION PROGRAM AGREEMENT

CITY OF ORANGEBURG
BUDGET APPROPRIATION PROGRAM AGREEMENT
[RECIPIENT ENTITY NAME – TO BE UPDATED PRIOR TO EXECUTION]

This City of Orangeburg Budget Appropriation Program Agreement (“Agreement”) is effective October 1, 202[], by and between the City of Orangeburg, South Carolina (“CITY”), a body corporate and politic organized and existing in the State of South Carolina (“State”), and [], a [] (“GRANTEE”).

WHEREAS, this Agreement relates to the receipt, acceptance, and expenditure of CITY-appropriated grant funds, and which have been approved for funding by the CITY according to the CITY’s current fiscal year’s budget ordinance, for the fiscal year October 1, 202[], through and including September 30, 202[] (“Grant Program”);

WHEREAS, the GRANTEE is authorized to execute this Agreement and deliver the same to the CITY;

WHEREAS, the GRANTEE authorizes the CITY to rely on this Agreement and the GRANTEE’s Grant Program Application, dated as of [] [], 202[] (“Application”), an executed copy of which is attached to this Agreement as Exhibit A, with the CITY’s having (a) no duty to investigate or confirm the information contained in this Agreement and/or the Application and (b) no liability for any misstatements of the GRANTEE contained in this Agreement and/or the Application;

WHEREAS, the GRANTEE shall expend the Grant Program funds for the sole purpose(s) as outlined in the Application, which purpose(s) are incorporated into this Agreement by reference;

WHEREAS, the GRANTEE acknowledges and agrees the GRANTEE’s execution and delivery of, and compliance with, this Agreement are material inducements to the CITY’s willingness to appropriate funds for the GRANTEE’s use; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the CITY and the GRANTEE do hereby covenant and agree as follows:

I. GRANTEE ACKNOWLEDGEMENTS AND COMMITMENTS.

1. The GRANTEE is a [governmental entity][501(c)(3) organization][recognized religious organization][recognized charitable organization] in good standing organized and existing to lessen the burdens of local government and shall remain so through the final expenditure of any funds awarded pursuant to the Grant Program.
2. The GRANTEE shall comply with all requirements of the GRANTEE’s organizational documents and any regulations the CITY may have regarding the Grant Program or any specific award and/or appropriation under the Grant Program.
3. The GRANTEE shall not use, directly or indirectly, or permit others to use, directly or indirectly, funds supplied by the Grant Program for any purpose that would violate any federal, state, or local law, or related regulations.
4. The GRANTEE has never been delinquent, in any respect, in its management of state, federal, or private grant and/or other funds.
5. The GRANTEE has never received an audit of its financial statements that resulted in less than an unqualified opinion from its external auditor.
6. The GRANTEE has never been subject to an audit of state, federal, or private grant and/or other funds that was not resolved in favor of the GRANTEE.
7. The GRANTEE maintains internal controls, policies, and procedures to ensure appropriate oversight of fiscal management and physical money handling, including, for example, for the avoidance of fraud, negligence, and mismanagement of funds.

8. The GRANTEE's books and records are and shall remain available for inspection by any authorized agent(s) of the CITY, the United States Internal Revenue Service, the State Department of Revenue, or any combination of the same. The foregoing requirement shall survive the expiration or termination of this Agreement.
9. The GRANTEE's failure to comply in all respects with the requirements of the Grant Program may result in recoupment of any funds with penalties, criminal prosecution, and other sanctions.
10. The GRANTEE shall maintain all records related to the Grant Program for no less than seven years from the date of final expenditure of Grant Program funds.
11. The GRANTEE shall provide an accounting of the GRANTEE's use of Grant Program funds no less than once per quarter to the CITY.
12. The GRANTEE shall provide annual, general, financial report (which shall include an accounting of the GRANTEE's use of Grant Program funds) regarding the GRANTEE's finances no more than 30 days after the close of the GRANTEE's fiscal year to the CITY.
13. The GRANTEE shall provide whatever additional information the CITY may, from time to time, request.
14. The CITY intends to distribute Program Grant funds to the GRANTEE in 12 equal, monthly installments, provided, however, the City Administrator, based on the exercise of the City Administrator's reasonable discretion, may elect to expedite the distribution of Program Grant funds to the GRANTEE;
15. The GRANTEE shall expend the Grant Program funds for the sole purpose(s) as outlined in the GRANTEE's Application.
16. In the event any Grant Program funds are not expended by the earlier of (i) 15 days from the date the CITY transmits funds to the GRANTEE, and (ii) 15 days prior to the close of the CITY's then-current fiscal year, then the GRANTEE shall immediately return the unexpended funds to the CITY.
17. The GRANTEE shall cooperate in good faith with the CITY on all aspects of the Grant Program.

II. CITY COMMITMENTS.

- A. The CITY shall administer the Grant Program in conformity with any applicable, if any, federal, state, and local law, and related regulations.
- B. The CITY shall provide the GRANTEE with reasonable CITY staff support to assist the GRANTEE with the Grant Program.
- C. The CITY shall cooperate in good faith with the GRANTEE on all aspects of the Grant Program.

III. TERM.

Subject to section I.16, above, and the CITY's right to terminate this Agreement as described in section IV, below, this Agreement is effective on the date first written above and continues thereafter for the fiscal year for which the CITY has appropriated the Grant Program funds. Upon expiration or termination of this Agreement, the GRANTEE shall return any unexpended funds to the CITY. Moreover, the CITY's award and/or appropriation of Grant Program funds for one fiscal year does not constitute a promise for any future awards and/or appropriations.

IV. TERMINATION.

The CITY, in its sole discretion, for any reason or no reason, may terminate this Agreement by providing written notice, which is effective immediately when transmitted, to the GRANTEE. The CITY may terminate this Agreement even if and after the GRANTEE has been approved for an award of Grant Program funds, and/or the CITY has appropriated Grant Program funds.

V. MONITORING.

At any time, and from time to time, the CITY is entitled to conduct a Grant Program review of the GRANTEE to ensure compliance with the terms of this Agreement. The CITY is entitled to review all books and records of the GRANTEE's general activities and expenditures of Grant Program funds.

VI. INDEMNIFICATION.

Notwithstanding anything herein to the contrary, the GRANTEE shall indemnify and hold the CITY, its employees, officers, officials, contractors, agents, and representatives, free and harmless from and against any and all liabilities, losses, claims, costs, damages, demands, suits, judgments, causes of action, and expenses of any kind or nature, including the payment of reasonable attorneys' fees (collectively, "Losses"), resulting from property damage or personal injury, including death, to the extent resulting from the negligence, errors, omissions, or willful misconduct of the GRANTEE, its subcontractors, employees, agents, or representatives under this Agreement. Such Losses shall include, but not be limited to, civil or criminal fines or penalties, for loss of use and/or service, personal injury, death, libel, slander, and attorney's fees through all levels of appeals. Should the CITY be named in any suit, action, or claim under the terms hereof, then to the extent of the GRANTEE's indemnification obligation hereunder, the GRANTEE shall appear and defend the CITY at the GRANTEE's sole cost and expense, provided that CITY shall always have the option to appear and defend such action or claim on its own behalf. The foregoing indemnity shall survive for five years after the expiration or termination of this Agreement.

VII. NOTICES.

Any notices to be given by any party hereunder shall be in writing and may be effected either by (i) personal delivery by hand (with written confirmation of receipt), (ii) delivery by a reputable express courier service (receipt requested), (iii) certified mail, postage prepaid with return receipt requested, or (iv) e-mail, provided that the recipient must acknowledge having received the e-mail by reply e-mail (an automatic "read receipt" does not constitute acknowledgment of receipt for of this Section). Notices shall be addressed to the parties at the addresses set forth below, but each party may change its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt. Notices delivered by certified mail or express courier service shall be deemed communicated as of the date of mailing or delivery to the courier. Notices delivered by e-mail shall be deemed communicated when the recipient acknowledges having received the e-mail by reply e-mail.

City: City of Orangeburg
c/o City Administrator
Post Office Drawer 387
Orangeburg, South Carolina 29116

With a copy to: Michael E. Kozlarek, Esq.
(does not constitute notice) King Kozlarek Root Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

Grantee:

 South Carolina

With a copy to:
(does not constitute notice)

VIII. RIGHTS OF SUCCESSORS AND ASSIGNS.

The Agreement shall be binding and inure to the benefit of the CITY and the GRANTEE and their respective successors and permitted assigns; provided, however, the GRANTEE may not assign any of its rights or obligations under this Agreement without the express written consent of the CITY.

IX. RELATIONSHIP OF THE PARTIES.

Nothing in this Agreement is intended to or shall be deemed to create a partnership, association, or joint venture, or any current or future promise of the CITY to provide funding or other services to the GRANTEE. The GRANTEE shall always be independent of and not otherwise a partner, associate, joint venture, or agent, with, or of, the CITY.

X. MISCELLANEOUS.

This Agreement expresses the complete agreement and understanding of the undersigned parties with respect to the subject matter of this Agreement, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter of this Agreement shall be merged herein and then extinguished. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State. Any dispute between the parties arising or related in any manner to this Agreement shall be brought exclusively in the state or federal courts sitting in the CITY. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. As used in this Agreement, the masculine, feminine, or neutral gender and the singular or plural number shall each include the others whenever the context so indicates. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument. A signed copy of this Agreement delivered by email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall be deemed to have the same legal effect as physical delivery of a signed original of this Agreement and may be used in lieu of the signed original for all purposes.

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

CITY OF ORANGEBURG, SOUTH CAROLINA

By: Sidney Evering II, Esq.
Its: City Administrator

[GRANTEE]

By:
Its:



BUDGET APPROPRIATION APPLICATION
(FISCAL YEAR 20[]-20[])

THIS APPLICATION IS FOR THE CITY'S ANNUAL BUDGET GRANT REQUESTS, FOR FUNDS THAT MAY BE APPROPRIATED AS PART OF THE CITY'S ANNUAL, FISCAL YEAR BUDGETING PROCESS. TO APPLY, YOU MUST BE A GOVERNMENTAL ENTITY, 501(C)(3) ORGANIZATION, OR OTHER RECOGNIZED RELIGIOUS OR CHARITABLE ORGANIZATION IN GOOD STANDING, CREATED TO LESSEN THE BURDENS OF LOCAL GOVERNMENT. **NOT ALL APPLICATIONS WILL BE APPROVED.**

Please answer each question as thoroughly as possible, assuming the material provided will be audited by the City, the United States Internal Revenue Services, and/or the State Department of Revenue. Attach additional pages as necessary. Please provide documentation appropriate to support your responses. An application that the City deems to be incomplete will *not* be considered. To ensure legibility, please type this application. Please submit one original application as indicated on the final page.

Organization's Name _____

Trade name or "doing business as" _____

Organization's FEIN _____ (attach **proof** of charitable/governmental status)

Organization's DUNS _____ (attach **proof** of your organization's number)

Principal Address _____ SC _____

Street Address (or PO Box) _____ City _____ State _____ Zip Code _____

Contact Address _____ SC _____

Street Address (or PO Box) _____ City _____ State _____ Zip Code _____

Authorized Contact Person Name _____ Telephone _____

Email Address _____

Grant Funds Requested \$ _____

Please describe in *great detail* the proposed use of funds, including cost estimates by anticipated quarter for expenditure (attached additional pages, if necessary) _____

Has(is) the proposed use of funds been(being) funded from any other source ____ yes ____ no

If yes, then please describe any other funding source(s) and why additional funds are being requested from City funds _____

Date by which you expect to begin expending funds _____ complete expending funds _____

APPLICANT REPRESENTATIONS:

Under penalty of perjury, the undersigned, authorized representative of the applicant, for and on behalf of the applicant, certifies that:

- (a) he or she is sufficiently familiar with the requirements of the annual appropriation grant process and all related materials, including, the grant program agreement, to be able to complete this Application;
- (b) he or she has appropriate authority to bind, and does hereby bind, the applicant to the requirements of this Grant Program and all related materials, including, for example, the grant program agreement;
- (c) he or she is sufficiently familiar with the applicant's operations to be able to make the representations about the applicant contained in this Application;
- (d) the information contained in this Application are true and correct in all respects and conform in all respects to the applicant's information, including the applicant's books and records;
- (e) the applicant's books and records are available for inspection by any authorized agent(s) of the City, the United States Internal Revenue Services, and/or the State Department of Revenue, or any combination of the same;
- (f) he or she understands that the applicant's failure to comply in all respects with the requirements of this grant program and all related materials, including, for example, the grant program agreement, may result in recoupment of grant funds with penalties, criminal prosecution, and other sanctions;
- (g) he or she understands that this grant program is discretionary, based on funds, if any, made available as part of the City's annual appropriations process, as determined in the City's sole discretion;
- (h) he or she understands that the decision regarding whether to award and/or appropriate funds, if any, always remain within the City's discretionary; and
- (i) he or she understands that the City is entitled to discontinue this grant program at any time even if and after an applicant has been approved for a grant award and/or funds have been appropriated.

[NAME OF ENTITY]

Executed Date: _____

Signature: _____

Printed Name: _____

Title: _____

RETURN TO: City of Orangeburg
c/o City Administrator
Post Office Drawer 387
Orangeburg, South Carolina 29116

FOR ONLY FINANCE DEPARTMENT USE

Date/Time Received: _____ Staff Review Complete: _____
(date/initials)

Staff Recommendation: _____ Yes _____ No

IF NOT APPROVED _____ Applicant Notified (date/initials)

IF APPROVED _____ Applicant Notified (date/initials)

_____ Grant Agreement Executed (date/initials)

_____ / _____ / _____ Disbursements (date/check no/initials)

_____ / _____ / _____

_____ / _____ / _____

_____ / _____ / _____

_____ / _____ / _____



RESOLUTION
Recognizing October 7 – 11, 2024 as Customer Service Week

WHEREAS, the City of Orangeburg Department of Public Utilities provides utility services within the City of Orangeburg, South Carolina; and the greater Orangeburg area; and

WHEREAS, the mission of the Orangeburg Department of Public Utilities is to provide safe and reliable utility services at competitive prices, while delivering a positive return on investment; and

WHEREAS, providing excellent customer service is an essential component of successfully operating in accordance with the City of Orangeburg Department of Public Utilities' mission statement and an expectation of our customers; and


WHEREAS, throughout the organization our employees strive to deliver excellent customer service and are always willing to go the extra mile to serve our customers; and

WHEREAS, the City of Orangeburg Department of Public Utilities will encourage employees to take initiative and continue to provide new and more efficient ways of providing excellent customer service.

NOW THEREFORE, Be It Resolved that the Mayor and Members of Council in Council assembled, do officially recognize the week of October 7 – 11, 2024, as **"Customer Service Week"** to honor the City of Orangeburg and its staff for the continued commitment to providing excellent customer service.

PASSED BY the City Council of the City of Orangeburg, State of South Carolina, this 1st day of October 2024.

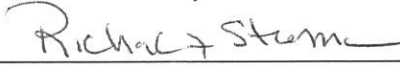


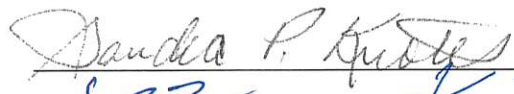


Mayor













Members of Council

Attest: 

City Clerk