



REGULAR AGENDA

OF

SEPTEMBER 17, 2018



AGENDA: REGULAR CITY COUNCIL MEETING

September 17, 2018 – Municipal Center – 100 Georgia Avenue, 3rd Floor

CITIZEN COMMENTS: Citizens may speak to Mayor and City Council on each item listed on this agenda. Mayor Pettit will call for your comments prior to City Council discussing the matter. When speaking to Council, please step up to the microphone, give your full name and address, and direct your remarks to Mayor Pettit.

CITIZEN ASSISTANCE: Individuals needing special assistance or sign interpreter to participate in the meeting, please notify the Administration Department 48 hours prior to the meeting.

- 1. **CALL TO ORDER:**
- 2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
- 3. **ROLL CALL:**
- 4. **APPROVAL OF MINUTES:** Regular and study session meeting minutes of August 20, 2018

UNFINISHED BUSINESS

None.

NEW BUSINESS

- 5. **COMMUNITY PROMOTION:** Constitution Week – September 17 – 23, 2018 – Proclamation
- 6. **PARKS, RECREATION, & TOURISM:** Resolution No. 2018-19 - A Resolution Committing the City of North Augusta to Provide a Local Match for a Municipal Association of South Carolina Hometown Economic Development Grant
- 7. **PARKS, RECREATION, & TOURISM:** Resolution No. 2018-20 - A Resolution Authorizing Funding for the Design Fees for the Riverfront Park Project
- 8-A. **ECONOMIC DEVELOPMENT:** Resolution No. 2018-21 - A Resolution Authorizing the City to Amend the Owner’s Representative Agreement among the City, North Augusta Public Facilities Corporation and Greenstone Development Services, LLC. Such Deductive Amendment Related to the Owner’s Representative Providing a Credit to the City
- 8-B. **ECONOMIC DEVELOPMENT:** Resolution No. 2018-22 - A Resolution Authorizing the City to Amend the Stadium License Agreement with Green Jackets Baseball, LLC for the Minor League Baseball Stadium to be Constructed by the City within the Area Bounded Generally by Georgia Avenue, West Railroad Avenue, Center Street, and the Savannah River
- 9. **PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS:**
 - A. **Citizen Comments:** At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda.
 - B. **Council Comments**
- 10. **ADJOURNMENT:**



Interoffice Memorandum

TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: September 14, 2018

SUBJECT: Regular City Council Meeting of September 17, 2018

REGULAR COUNCIL MEETING

ITEM 5. COMMUNITY PROMOTION: Constitution Week – September 17 – 23, 2018 – Proclamation

In cooperation with the Martintown Road Chapter of the D.A.R. Mayor Petit wishes to proclaim the week of September 17 - 23, 2018, as Constitution Week in the City of North Augusta.

Please see **ATTACHMENT #5** for a copy of the proposed proclamation.

ITEM 6. PARKS, RECREATION, & TOURISM: Resolution No. 2018-19 - A Resolution Committing the City of North Augusta to Provide a Local Match for a Municipal Association of South Carolina Hometown Economic Development Grant

A resolution has been prepared for Council's consideration committing the City of North Augusta to provide a local match for a Municipal Association of South Carolina Hometown Economic Development Grant.

Please see **ATTACHMENT #6** for a copy of the proposed resolution.

ITEM 7. PARKS, RECREATION, & TOURISM: Resolution No. 2018-20 - A Resolution Authorizing Funding for the Design Fees for the Riverfront Park Project

A resolution has been prepared for Council's consideration authorizing funding for the design fees for the Riverfront Park Project.

Please see [ATTACHMENT #7](#) for a copy of the proposed resolution.

- ITEM 8-A. ECONOMIC DEVELOPMENT:** **Resolution No. 2018-21 - A Resolution Authorizing the City to Amend the Owner's Representative Agreement among the City, North Augusta Public Facilities Corporation and Greenstone Development Services, LLC. Such Deductive Amendment Related to the Owner's Representative Providing a Credit to the City**

A resolution has been prepared for Council's consideration authorizing the City to amend the Owner's Representative Agreement among the City, North Augusta Public Facilities Corporation and Greenstone Development Services, LLC. Such deductive amendment is related to the Owner's Representative providing a credit to the City.

Please see [ATTACHMENT #8-A](#) for a copy of the proposed resolution.

- ITEM 8-B. ECONOMIC DEVELOPMENT:** **A Resolution Authorizing the City to Amend the Stadium License Agreement with Green Jackets Baseball, LLC for the Minor League Baseball Stadium to be Constructed by the City within the Area Bounded Generally by Georgia Avenue, West Railroad Avenue, Center Street, and the Savannah River**

A resolution has been prepared for Council's consideration authorizing the City to amend the Stadium License Agreement with Green Jackets Baseball, LLC for the minor league baseball stadium to be constructed by the City within the area bounded generally by Georgia Avenue, West Railroad Avenue, Center Street, and the Savannah River.

Please see [ATTACHMENT #8-B](#) for a copy of the proposed resolution.



City of North Augusta, South Carolina

PROCLAMATION

***WHEREAS**, our Founding Fathers, including South Carolinians, Pierce Butler, Charles Pinckney, John Rutledge, and Charles Cotesworth Pinckney, risked their fortunes, and some even their lives, to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and*

***WHEREAS**, September 17, 2018, marks the two hundred and thirty-first anniversary of the drafting of the Constitution of the United States by the Constitutional Convention; and*

***WHEREAS**, the anniversary of the signing of the Constitution provides an historic opportunity for all Americans to learn about and recall the achievements of our Founders, and to reflect on the rights and privileges of citizenship as well as its attendant responsibilities; and*

***WHEREAS**, the independence guaranteed to the American people by the Constitution should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, 2018, as designated by proclamation of the President of the United States of America in accordance with Public Law 915.*

***NOW THEREFORE**, I, Robert A. Pettit, Mayor of the City of North Augusta, South Carolina, do hereby proclaim September 17 - 23, 2018, as*

CONSTITUTION WEEK

in the City of North Augusta, South Carolina, and urge all our citizens to reflect during that week on the many benefits of our Federal Constitution and the privileges and responsibilities of American citizenship.

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of North Augusta, South Carolina, to be affixed this 17th day of September, 2018.*

Robert A. Pettit, Mayor
City of North Augusta

ATTACHMENT 6

RESOLUTION NO. 2018-19

A RESOLUTION COMMITTING THE CITY OF NORTH AUGUSTA TO PROVIDE A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA HOMETOWN ECONOMIC DEVELOPMENT GRANT

WHEREAS, the City is aware of a grant program through the South Carolina Municipal Association that could provide funds to be utilized for the Parks, Recreation, and Tourism Department Master Plan; and,

WHEREAS, the grant program requires a minimum match for funding by the grant recipient in the amount of 15%. Such match must be in the form of cash; and,

WHEREAS, the Director of Parks, Recreation, and Tourism has recommended that the City apply for a \$25,000 grant, which is the maximum grant available; and,

WHEREAS, after considering the matter, the Mayor and City Council have determined that such request is appropriate and it would be in the best interest of the City that the City apply for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina in meeting duly assembled and by the authority thereof, that the following is authorized:

1. The Parks, Recreation, and Tourism Department is authorized to apply for a \$25,000 South Carolina Hometown Economic Development Grant to be used by the City for funding for the preparation of a new Parks, Recreation, and Tourism Department Master Plan.
2. The City Administrator is authorized to execute any documents necessary to apply for said grant.
3. The City commits to a local cash match of \$25,000 in the event that the City is awarded the grant.
4. The funding for the \$25,000 cash match will come from the Parks, Recreation, and Tourism budget.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2018.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

ATTACHMENT 7

RESOLUTION NO. 2018-20
AUTHORIZING FUNDING FOR THE
DESIGN FEES FOR THE RIVERFRONT PARK PROJECT

WHEREAS, the Mayor and City Council in Resolution 2012-21 authorized the City Administrator to negotiate with the firm of W.R. Toole Engineers for services associated with the Riverfront Park project, subject to Council's final approval, including programming, site selection, design and construction; to sign agreements for services; make payments, and to sign all other documents related thereto;

WHEREAS, W.R. Toole Engineers presented the concept design for the park to Mayor and City Council at the study session on August 6, 2018;

WHEREAS, W.R. Toole Engineers has presented a design proposal to the City Administrator for the following services:

Summary		Total Cost
Schematic Design Phase		\$25,600
Design Document Phase		\$39,800
Construction Document Phase		\$54,000
Construction Administration Phase		\$34,600
Permitting & Submittal Fees	Cost + 15%	
TOTAL DESIGN FEES		\$154,000

7

WHEREAS, funding for these design services shall be from the Sales Tax 2 and 3 funds;

WHEREAS, the Mayor and City Council have reviewed the proposed design fees and find that such contract is satisfactory and that it is appropriate and in the best interest of the City that the City move forward with the execution and entering into of said contract;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that the City Administrator is authorized to execute the contract with W.R. Toole Engineers for the Riverfront Park Project.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 17TH DAY OF SEPTEMBER, 2018.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk



W R Toole Engineers, Inc.

Engineers * Consultants * Planners

Monday, August 20, 2018

Rick Meyer
Director, Parks, Recreation, & Tourism
North Augusta Parks, Recreation & Tourism
PO Box 6400
North Augusta, SC 29861-6400

Subject: North Augusta Riverfront Park & Amphitheater at Riverside Village

Rick:

W. R. Toole Engineers, Inc. (WRTE) is pleased to submit this proposal for professional services to you for the above referenced project. The following proposal briefly outlines our scope of services, a time frame for completion, and the cost associated with these services.

PROJECT NARRATIVE:

The City of North Augusta is developing the North Augusta Greenway Park at Riverside Village. The park will consist of an amphitheater, Greenway trail and park adjacent to the recently completed Augusta Green Jackets baseball stadium near the end of Center Street at the Savannah River. Based on our previous master planning exercise and subsequent meetings with you and your staff, we submit our understanding of the project scope in the following narrative for the components of the project.

A – Village at Riverside Village Amphitheater

A new amphitheater area consisting of a 600+/- seating area with both natural and armored features. The stage area will incorporate a zero-entry fountain / splash pad for times when a stage is not needed. Stage structure is assumed at this time to be portable/temporary and will not be provided as part of the design package. Shade structures will be included to provide specific formal shaded areas for spectators and visitors.

B – Park Entry Features

Entry feature structures (non-inhabited) are planned for the Center Street entry area and complimenting entry structures along the Greenway points which lie east and west of the park. Entry features will be carefully coordinated with surrounding architectural style. We expect to incorporate architectural features from historic structures within the city.

C – North Augusta Greenway

A relocation of a portion of the existing Greenway trail will be required for siting of the new park area, amphitheater and overlook features. Alignment to be determined during design exercises and will consist of concrete accented with other materials. Trail will include adjacent lighting and street furniture for visitors. Finally, power will be provided for concerts, festivals or other events.

PROJECT APPROACH:

Project Team Services:

The following consultant services have been assembled for this project:

- *Civil Engineering* – Site layout and grading determination, permitting with local & state agencies
- *Architecture* – Design of entry feature structures as well as general site detail elements.
- *Structural* – Design of proposed structure foundations for the entry feature structures and shade structures.
- *Electrical* – Power, communication, lighting and sound for the amphitheater & park.
- *Landscape Architecture* – Formal planting and surface treatment planning.
- *Geotechnical* – Subsurface borings and conditions testing to assist project team with design elements.

Project Phasing:

The project will consist of the following design phases:

- Concept Design (Completed)
- Schematic Design
- Construction Documents
- Bidding Phase
- Construction Administration

Specific descriptions of these phases will be provided in our contract for services.

PROPOSAL QUALIFICATIONS:

We have specifically excluded the following services from this proposal:

- Army Corps of Engineers Individual Permit or Nationwide Permit.
- Enhanced environmental studies or permitting involving endangered species, historic places or similar features.
- NPDES Inspections or Monitoring
- FEMA Permitting – Fee to be determined after Design Development Phase if permit is ultimately required. Work within the flood plain will normally require some level of FEMA inclusion, however, that scope is not clear at this time.
- Allowance has been provided for geotechnical study.
- Allowance has been provided for a third-party construction cost estimator.

FEE STRUCTURE:

Fees for professional services were calculated utilizing man-hour estimates and construction cost forecasts. These fees include all time and expenses to prepare and submit plans in accordance with the above outlined schedule of services.

Design Fees:

- **Schematic Design Phase – \$25,600.00**
 - WRTE-\$15,000.00
 - STUDIO 3-\$3600.00
 - ORIGIN-\$4,000.00
 - EDC-\$3,000.00
- **Design Document Phase – \$39,800.00**
 - WRTE-\$20,000.00
 - STUDIO 3-\$4,800.00
 - ORIGIN-\$12,000.00
 - EDC-\$3,000.00
- **Construction Document Phase – \$54,000.00**
 - WRTE-\$24,275.00
 - STUDIO 3-\$12,600.00
 - ORIGIN-\$13,125.00
 - EDC-\$4,000.00
- **Construction Administration Phase – \$34,600.00**
 - WRTE-\$25,000.00
 - STUDIO 3-\$3,000.00
 - ORIGIN-\$4,600.00
 - EDC-\$2,000.00
-
- **TOTAL DESIGN FEES: \$154,000.00**
-

Other Fees:

- **Permitting & Submittal Fees – Cost plus 15%**
- **Third Party Cost Estimator (Allowance) – \$8,000.00**
- **Geotechnical Study (Allowance) – \$10,000**

COMPLETION OF SERVICES & ADDITIONAL SERVICES:

This proposal is written with a general understanding of the services required for the project as outlined above. Should additional services not specifically outlined in this proposal become necessary or requested, we will provide your office a written proposal outlining the additional services. Additional services will also be required if any of the above outlined service areas require revision after approval by the owner or owner's representative. All additional services will be provided for in-writing and approved by the owner or owner's representative prior to initiating services.

PERMITS

This proposal includes acquisition of the following permits for this project:

- Local Development Permit
- Local Building Permit
- SCDHEC NPDES Permitting Via the City of North Augusta

Time Frame & Schedule:

W R Toole Engineers places a high level of importance on the project schedule. It is our desire to work with the design team to generate plans on the most expeditious path possible. We estimate the following schedule for design and permitting:

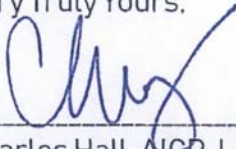
- Schematic Design: September 2018
- Design Development: October 2018
- Construction Documents: December 2018
- Permitting – December 2018 to February 2019
(FEMA permitting, unknown at this time, could extend this phase several months)
- Bid Documents: February 2019

The above noted schedule is subject to owner review and other related issues.

WRToole Engineers appreciates this opportunity to offer our professional services to you for this project. Should you find this proposal acceptable, we will provide a formal agreement to your office.

We look forward to working with you on this project.

Very Truly Yours,



Charles Hall, AICP, LEED AP - Project Manager
WRToole Engineers, Inc.



Erik Hammarlund, PE - Vice President
WRToole Engineers, Inc.

ATTACHMENT 8-A

RESOLUTION NO. 2018-21

A RESOLUTION AUTHORIZING THE CITY TO AMEND THE OWNER'S REPRESENTATIVE AGREEMENT AMONG THE CITY, NORTH AUGUSTA PUBLIC FACILITIES CORPORATION AND GREENSTONE DEVELOPMENT SERVICES, LLC. SUCH DEDUCTIVE AMENDMENT RELATED TO THE OWNER'S REPRESENTATIVE PROVIDING A CREDIT TO THE CITY

WHEREAS, the City, pursuant to a Master Development Agreement approved by the City by ordinance adopted on January 30, 2017, constructed a minor league baseball stadium within the area generally referred to as Project Jackson; and

WHEREAS, related to the Master Development Agreement, the City has responsibilities related to improvements within the project and specifically involving the land, the stadium, the site improvements and the tenant improvements; and

WHEREAS, the City determined that it was in the City's best interest, to include matters of expediency and cost, to employ an Owner's Representative to assist in overseeing the various aspects of construction of the stadium; and

WHEREAS, the Mayor and City Council approved the Owner's Representative Agreement on February 6, 2017, (Resolution 2017-02), and find that a deductive amendment in the amount of \$96,896 to such Agreement is reasonable and in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

1. The Mayor and City Council approve amending the Owner's Representative Agreement, as attached hereto, marked "Amendment to the Owners Representative Agreement" and incorporated by reference and authorizes the City to enter into such Amendment.
2. The City Administrator is hereby authorized to execute such document on behalf of the City.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 17TH DAY OF SEPTEMBER, 2018.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

Amendment to the Owner's Representative Agreement

Project:

North Augusta Ballpark Dev.
City of North Augusta

Owner's Rep Agreement:

Date: 02/20/17

Amendment Info:

Amendment #: 001

Owner:

City of North Augusta
100 Georgia Avenue
North Augusta, SC 29841

Developer:

Greenstone Development Services, LLC
3301 Windy Ridge Parkway, Suite 320
Atlanta, Georgia 30339

The Owner and the Developer amend the Agreement as follows:

The Owner and the Developer have agreed to the attached list of costs (Attachment A dated 08/19/18). These costs will be the responsibility of the Developer and result in a deductive Amendment to the contract.

Both the Owner and the Developer agree that this settles outstanding claims related to the Potential Change Orders from B&G related to the Ballpark Stadium.

This settlement is contingent on the execution of this agreement and the follow on execution of the final change order # 012 with B&G.

It's also contingent upon the executed amendment #002 for the Stadium License Agreement (SLA) with the GreenJackets for change orders they approved and B&G performed. These are being reimbursed to the City and the City will then pay the CO #012 to B&G.

The Developer also agrees that this settles any and all claims Greenstone Development Services, LLC has against Odell Associates, Inc., Brasfield & Gorrie, LLC and the GreenJackets Baseball, LLC in regard to this Ballpark Stadium.

The only other known issue is the City's final settlement with GreenJackets Baseball, LLC on requests for FF&E or other project costs incurred by the GreenJackets that may or may not be contractually reimbursable and that may exceed the project budget.

The Developer's compensation shall be adjusted as follows:

Original Contracted and Budgeted Fee:	\$ 650,000
Amendment #001:	<\$ 96,896>
Amended Contract Fee:	\$ 533,104

Signatures:


City of North Augusta, SC
Owner

Signature

B. Todd Glover,
City Administrator
Printed Name and Title

08/19/18
Date

Greenstone Development Services, LLC
Developer



Signature

Christian B. Schoen
Manager
Printed Name and Title

08/19/18
Date

Riverside Village
 City of North Augusta
 Greenstone Master List
 08/19/18

Attachment A

Item #	Respon. for Costs	Status of Costs	B&G COR #	CO Item	Stadium
					\$ 35,640
1	Greenstone	City Pending Payment B&G	034a	Claim request on Netting	\$ 35,761
2	Greenstone	City Pending Payment B&G	034b	Claim request on Padding	\$ 9,319
3	Greenstone	City Pending Payment B&G	034c	Another recent B&G Add for Netting and Padding	\$ 5,103
4	Greenstone	City Pending Payment B&G	080	Padding - Additional Padding on Top of Frame	
				Added 4 brackets to stand off netting for scoreboard protection, This was an error on coordination with James Dean and Promats.	\$ 11,073
5	Greenstone	City Pending Payment B&G	146		
Sub-Total \$					96,896

ATTACHMENT 8-B

RESOLUTION NO. 2018-22
A RESOLUTION AUTHORIZING THE CITY TO AMEND THE
STADIUM LICENSE AGREEMENT WITH GREEN JACKETS BASEBALL, LLC
FOR THE MINOR LEAGUE BASEBALL STADIUM
TO BE CONSTRUCTED BY THE CITY WITHIN THE AREA BOUNDED GENERALLY BY
GEORGIA AVENUE, WEST RAILROAD AVENUE, CENTER STREET AND THE
SAVANNAH RIVER

WHEREAS, the City, pursuant to a Master Development Agreement approved by the City by ordinance adopted on January 30, 2017, is to construct a minor league baseball stadium within the area generally referred to as Project Jackson; and

WHEREAS, the City has negotiated a Stadium License Agreement for the utilization of the stadium by Green Jackets Baseball, LLC; and

WHEREAS, the City and Green Jackets Baseball, LLC have negotiated the Stadium License Agreement to allow for the usage of the stadium by Green Jackets Baseball, LLC under specific terms and conditions as set forth in the Stadium License Agreement; and

WHEREAS, the North Augusta City Council approved said agreement on February 20, 2017, and

WHEREAS, the City and Green Jackets Baseball, LLC have negotiated on final costs to allow the City to close out the construction contract with Brasfield and Gorrie, and

WHEREAS, Green Jackets Baseball, LLC has agreed to remunerate the City in the amount of \$132,413 for costs incurred during construction that were costs associated directly to the team and not the City; and

WHEREAS, the Mayor and City Council upon review of the Addendum No. 2 to Stadium License Agreement, a copy of which is attached hereto, marked as "Addendum No. 2 to Stadium License Agreement" and incorporated by reference, do believe that such Agreement represents a reasonable business arrangement by the City with Green Jackets Baseball, LLC and that such Amendment should be approved and entered into by the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

1. The Addendum No. 2 to Stadium License Agreement, as attached hereto, is approved and the City is authorized to enter into such Agreement.
2. The City Administrator is hereby authorized to execute such document on behalf of the City.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 17TH DAY OF SEPTEMBER, 2018.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

ADDENDUM NO. 2 TO STADIUM LICENSE AGREEMENT

by and between

GREENJACKETS BASEBALL, LLC

and

THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA

**ADDENDUM NO. 2 TO
STADIUM LICENSE AGREEMENT**

This Addendum No. 2 to Stadium License Agreement (this "Addendum") is made and entered into as of the last date that a party hereto duly executes this Addendum, as such dates are indicated with the signatures of the parties hereto, by and between **GREENJACKETS BASEBALL LLC**, a South Carolina (formerly Georgia) limited liability company ("Licensee"), and **THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the "City") (Licensee and the City are sometimes herein referred to collectively as the "Parties." or each, singularly, as a "Party").

**ARTICLE I
RECITALS**

This Addendum provides for certain additions, revisions and/or amendments to that certain Stadium License Agreement by and between the Licensee and the City, dated February 20, 2017 (the "Agreement"). Defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and the City agree as follows and make the following additions or changes a part of the Agreement as if originally contained therein.

**ARTICLE II
AMENDMENTS TO THE AGREEMENT**

Following are certain provisions of the Agreement by category or subject that have been revised or amended by the terms of this Addendum.

- A. Licensee Allowance: No changes from Addendum #001.
- B. Licensee Allowance, Additional Support: No changes from Addendum #001.
- C. Initial Licensee Contribution of \$1,000,000 towards Construction of the Stadium: No changes from Addendum #001.
- D. Stadium Low Voltage: No changes from Addendum #001.
- E. Additional Change Requests: GreenJackets Baseball, LLC has requested several change orders to be completed by Brasfield & Gorrie, LLC during the Construction of the Stadium. These items have been itemized and attached as Exhibit E. Since the contract with Brasfield and Gorrie, LLC is with the City of North Augusta. GreenJackets Baseball, LLC is agreeing to this Addendum #002 and to the total amount of \$132,413.

Once this Addendum #002 has been executed, GreenJackets Baseball, LLC need to promptly issue a check to the City of North Augusta for this agreed upon

amount. The City of North Augusta will then execute a settlement agreement with Brasfield and Gorrie, LLC for all final changes for the project.

GreenJackets Baseball, LLC agrees that this settles any and all claims GreenJackets Baseball, LLC has against Odell Associates, Inc. and Brasfield & Gorrie, LLC in regard to this Ballpark Stadium.

GreenJackets Baseball, LLC have stated they still have some pending FF&E claims that they may have in regard to this Stadium License Agreement and this Ballpark Stadium project. GreenJackets Baseball, LLC has sent a preliminary list of items and these are being reviewed with the City.

- F. Stadium Signage: No changes from Addendum #001.
- G. Outfield Building: No changes from Addendum #001.

ARTICLE III
MISCELLANEOUS

A. Governing Law. This Addendum shall be in governed accordance with the laws of the State of South Carolina.

B. Entire Agreement. This Addendum and the Agreement, as amended, together constitute the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof and thereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements. Except as amended hereby, the terms and provisions of the Agreement shall remain in full force and effect.

C. Authority. Each of the Licensee and the City represents that it has the authority to be bound by the terms of this Addendum. Once executed by both Parties, this Addendum will, together with the Agreement, constitute a valid and binding agreement, enforceable in accordance with its terms.

D. Mutual Dependency and Severability. All rights and duties contained in this Addendum are mutually dependent on and one cannot exist independent of another, provided that if anyone or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of Licensee to perform and have access to the Stadium for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

E. Notices and Addresses. Any notices given under this Addendum shall be given in accordance with the terms and provisions of giving notice under the Agreement.

F. Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Addendum shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties hereto.

G. Counterparts; Facsimile. This Addendum may be executed in any number of counterparts and or exchanged via facsimile, each of which shall be deemed an original, but all such counterparts and/or facsimile or originals together shall constitute but one and the same instrument.

H. Binding Effect/Benefit. This Addendum shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns.

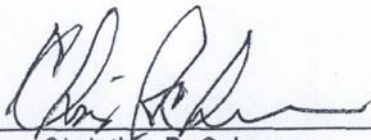
I. Exhibits; Attachments. All exhibits or attachments attached to this Addendum are incorporated into and are a part of said Addendum and the Agreements if fully set out herein and therein.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date written below.

GREENJACKETS BASEBALL, LLC, a South Carolina (formerly Georgia) limited liability company

By: Agon Sports & Entertainment, LLC a Georgia limited liability company, as the Managing Director

By: 
Name: Christian B. Schoen
Title: Director

Date: 08/21/18

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By: _____
Name: B. Todd Glover
Title: City Administrator

Date: 08/21/18

Exhibit "E"

List of agreed to Change Orders for B&G, LLC to complete for GreenJackets Baseball, LLC.

Riverside Village
 City of North Augusta
 GreenJackets Master List
 08/20/18

Exhibit E

Item #	Respon. for Costs	B&G COR #	CO Item	Ballpark Stadium
1	GreenJackets	COR 063	Mod 28 - Added Electrical for Signage Lighting	\$ 48,279
2	GreenJackets	COR 066	E&F Fence and Gate Changes, Mod 29	\$ 2,464
3	GreenJackets	COR 071	Added Card Readers	\$ 2,362
4	GreenJackets	COR 073	Signage Support Steel / Roofing Re-work, help by City on these costs to settle the change order.	\$ 52,169
5	GreenJackets	COR 077	T&M, 2 outlets in Kid's Zone	\$ 3,334
6	GreenJackets	COR 081	Door readers for GreenJackets	\$ 3,601
7	GreenJackets	COR 090	Damage by AAA on A area event power	\$ 5,576
8	GreenJackets	COR 091	Additional costs for new gate latches, Settled at no cost to GJs.	\$ -
9	GreenJackets	COR 092	Changes to LOGE seating rail	\$ 1,691
10	GreenJackets	COR 100	Data drop for copier (Besco 49), Settled at no cost to GJs.	\$ -
11	GreenJackets	COR 102	Changed outlets for portable food carts (Besco 52)	\$ 1,066
12	GreenJackets	COR 104	RFI- 430 Add outlets for Popcorn machines (Besco 54)	\$ 5,641
13	GreenJackets	COR 106	Added data drop to Hive Storage Area (Besco 56)	\$ 815
14	GreenJackets	COR 112	Changed receptacle to hard wire for convection oven in C, suite pantry room (Besco 63)	\$ 505
15	GreenJackets	COR 121	DLP1-2F Cover and Breaker Mounts due to the Mod 27 Changes (Besco 73), Settled at reduced costs to GJs.	\$ 1,766
16	GreenJackets	COR 137	Door Mods requested by Green Jackets (Besco 90)	\$ 3,144
17	GreenJackets	COR 145	Elevate Loge Seating Drink Rails, Settled at no cost to GJs.	\$ -

Sub-Total \$ 132,413

