



CITY COUNCIL
REGULAR MEETING AGENDA
WITH BACK-UP MATERIALS
AUGUST 5, 2019



AGENDA: CITY OF NORTH AUGUSTA REGULAR CITY COUNCIL MEETING
August 5, 2019 – Municipal Building – 100 Georgia Avenue, 3rd Floor – 7:00 P.M.

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. **Citizens wishing to address Mayor and City Council are required to submit a Speaker Form to the City Clerk before addressing Mayor and City Council.** Forms are provided on the credenza at the entrance to the Council Chambers. Citizen comments are limited to five minutes.

PODIUM SECURITY: (1) Any person addressing Council may bring paper documents, handouts, etc. to the Podium. If desired, such handouts may be delivered to the City Clerk or if requested, a City staff member will distribute to Council members. (2) If the speaker desires to utilize non-paper items for demonstration purposes, any such items **MUST** be cleared by Public Safety before being taken to the Podium area. (3) Items requiring this clearing by Public Safety would include but not be limited to pocketbooks, briefcases, sacks, boxes, or any similar containers. This requirement would apply whether or not such items are to be utilized in the presentation.

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 July 15, 2019; Study session meeting minutes of July 22, 2019.

5. **PERSONNEL:** Employee of the Quarter – April, May, and June 2019 – Karolina Viquez

6. **CITY RECOGNITION:** Municipal Association of South Carolina's 2019 Joseph P. Riley, Jr. Achievement Award for Economic Development

UNFINISHED BUSINESS

7. **CITY PROPERTY:** Ordinance No. 2019-10 – To Grant Easements to Dominion Energy for Underground Conversion along W. Five Notch Road. Ordinance; Third and Final Reading

NEW BUSINESS

8. **CITY PROPERTY:** Ordinance No. 2019-11 - To Grant Easements to Dominion Energy for Extension Conversion at Bergen Place West Subdivision.
A. First Reading
B. Second Reading

9. **PUBLIC SAFETY:** Resolution No. 2019-22 — To Execute an Option in the Amount of \$250,000 to Purchase Property for the Utilization and Construction of a Public Safety Facility or Facilities

10. **INFORMATION TECHNOLOGY:** Resolution No. 2019-23 – To Authorize the City to Enter into a Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey (USGS) to Acquire and Process Light Detecting and Ranging (LIDAR) Images and Data

11. **PARKS, RECREATION, & TOURISM:** Resolution No. 2019-24 – To Authorize the City of North Augusta to award a contract with R.D. Brown Contractors for the Riverside Village Amphitheater

12. **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. **Citizens wishing to address Mayor and City Council are required to submit a Speaker Form to the City Clerk before addressing Mayor and City Council.** Forms are provided on the credenza at the entrance to the Council Chambers. Citizen comments are limited to five minutes.
- B. **Council Comments**

13. **ADJOURNMENT:**



*Thank you for attending tonight's meeting of the North Augusta City Council.
To assure every citizen's privilege to speak to City Council and to maintain proper decorum
the following sections of the City's Code of Ordinances are reprinted.*

Sec. 2-57. Order and decorum generally.

(a) By council members. While the council is in session, the members must preserve order and decorum, and a member shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council, or disturb any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.

(b) By other persons. Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer, barred from further audience before the council, unless permission to continue be granted by a majority vote of the council.

Sec. 2-62. Addressing council--Permission required; exceptions.

Any person desiring to address the council shall first secure the permission of the presiding officer so to do.

Sec. 2-63. Same--Procedure.

Each person addressing the council shall step up in front of the rail, shall give such person's name and address in an audible tone of voice for the records, and unless further time is granted by the council, shall limit the address to five (5) minutes. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked a council member except through the presiding officer.

Sec. 2-64. Persons authorized to be within rail.

No person, except city officials or their representatives shall be permitted within the rail in front of the council chamber without the express consent of the council.

Interoffice Memorandum



TO: Mayor and City Council

FROM: B. Todd Glover, City Administrator

DATE: August 2, 2019

SUBJECT: Regular City Council Meeting of August 5, 2019

REGULAR COUNCIL MEETING

ITEM 5. PERSONNEL: Employee of the Quarter – April, May, and June 2019 – Karolina Viquez

EMPLOYEE RECOGNITION PROGRAM

The City of North Augusta Employee Recognition Committee would like to recognize the employee of the quarter for April, May, June 2019, Karolina Viquez, Customer Services Representative with the Department of Finance & General Services.

Karolina started her employment with the City of North Augusta in March of 2018.

Karolina's main duties of her position require her to interact with customers both in the office and over the phone. She is the front line for the majority of our utility related phone calls as well as face-to-face interactions in the office for our 12,000 + utility accounts. She interacts with a full spectrum of customer personalities while providing service to our citizens. She provides counsel to customers who are new to the City or need additional information to understand our services. Karolina does a great job at deescalating situations that involve disgruntled customers. She is diligent in returning messages each day before she leaves even if it means staying past closing time. She provides each customer with the level of assistance they need. Karolina is fluent in Spanish, which has allowed the Department of Finance & General Services to better serve customers where English is their second language.

Karolina has learned the duties of her position very quickly and carries them out efficiently with minimal rework. Due to her diligence, the Finance & General Services Department has been able to allow for additional opportunities for cross training within the utilities function, which allows us to operate more efficiently as a department. Karolina is currently cross training on cashier responsibilities as well as utility billing.

Karolina is often the first person that new citizens of North Augusta interact with as they establish their utility service. She brings her vibrant personality to the department and to her customers daily. She is a wonderful "first face" for our citizens and tremendous asset to the Department of Finance & General Services and the City of North Augusta workforce.

Congratulations to Karolina, our employee of the second quarter of 2019. We have a plaque for you and a monetary prize of \$50.

August 2, 2019

ITEM 6. CITY RECOGNITION: Municipal Association of South Carolina's 2019 Achievement Award for Economic Development –

The City of North Augusta will be presented with the 2019 Joseph P. Riley, Jr. Achievement Award for Economic Development by Charlie Barrineau, Field Service Manager for the Municipal Association of South Carolina.

UNFINISHED BUSINESS

ITEM 7. CITY PROPERTY: Ordinance No. 2019-10 – To Grant Easements to Dominion Energy for Underground Conversion along W. Five Notch Road. Ordinance; Third and Final Reading.

An ordinance has been prepared of Council's consideration to grant easements to Dominion Energy for underground conversion along W. Five Notch Road.

Please see **ATTACHMENT #7** for a copy of the proposed ordinance.

NEW BUSINESS

ITEM 8. CITY PROPERTY: Ordinance No. 2019-11 – To Grant Easements to Dominion Energy for Extension Conversion at Bergen Place West Subdivision.

A. Ordinance, First Reading

An ordinance has been prepared for Council's consideration to grant easements to Dominion Energy for underground conversion at Bergen Place West, Phase IV.

Please see **ATTACHMENT #8** for a copy of the proposed ordinance and supporting documentation.

B. Ordinance, Second Reading

Pending Council's passage of the ordinance on first reading, it is submitted for Council's consideration on second reading.

ITEM 9. PUBLIC SAFETY: Resolution No. 2019-22 – To Execute an Option in the Amount of \$250,000 to Purchase Property for the Utilization and Construction of a Public Safety Facility or Facilities

A resolution has been prepared for Council's consideration to execute an option in the amount of \$250,000 to purchase property for the utilization and construction of a public safety facility or facilities.

Please see **ATTACHMENT #9** for a copy of the proposed resolution and supporting documents.

August 2, 2019

ITEM 10. INFORMATION TECHNOLOGY: Resolution No. 2019-23 – To Authorize the City to Enter into a Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey (USGS) to Acquire and Process Light Detecting and Ranging (LIDAR) Images and Data

A resolution has been prepared for Council's consideration to authorize the City to enter into a joint funding agreement with the United States Department of the Interior, United States Geological Survey (USGS) to acquire and process Light Detecting and Ranging (LiDAR) images and data.

Please see [ATTACHMENT #10](#) for a copy of the proposed resolution and supporting documents.

ITEM 11. PARKS, RECREATION, & TOURISM: Resolution No. 2019-24 – To Authorize the City of North Augusta to award a contract with R.D. Brown Contractors for the Riverside Village Amphitheater

A resolution has been prepared for Council's consideration to authorize the City of North Augusta to award a contract with R.D. Brown Contractors for the Riverside Village Amphitheater.

Please see [ATTACHMENT #11](#) for a copy of the proposed resolution.

ATTACHMENT #7

ORDINANCE NO. 2019-10
AN ORDINANCE GRANTING EASEMENTS TO
DOMINION ENERGY FOR UNDERGROUND CONVERSION ALONG
W. FIVE NOTCH ROAD

WHEREAS, Dominion Energy has indicated to the city its intent to underground utilities along W. Five Notch Road; and

WHEREAS, as part of the construction, Dominion Energy has requested that the City grant to it easements upon and across City property that would allow for the provision of electric services; and

WHEREAS, the placement of such equipment is necessary to underground the utilities; and

WHEREAS, this area has traditionally been an area where storms have caused substantial power outages and the undergrounding of utilities in the area would held reduce the power outages from fallen trees, and

WHEREAS, the Mayor and City Council have reviewed this matter, to include the proposed Deed of Easement and find that it is in the best interest of the citizens of North Augusta that such easement be granted.

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

- I. The City grant to Dominion Energy an easement over and across City property known as Tax Parcel Number 005-19-13-002 .
- II. The City Administrator is hereby authorized to execute the Deed of Easement and any other documents necessary in order to complete this matter.
- III. This Ordinance shall become effective immediately upon its adoption on third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2019.

First Reading: _____

Second Reading: _____

Third Reading: _____

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

ATTACHMENT #8

ORDINANCE NO. 2019-11
AN ORDINANCE GRANTING EASEMENTS TO
DOMINION ENERGY FOR EXTENSION CONVERSION AT
BERGEN PLACE WEST SUBDIVISION

WHEREAS, Dominion Energy has indicted to the city its intent to underground utilities at Bergen Place West, Phase IV; and

WHEREAS, as part of the construction, Dominion Energy has requested that the City grant to it easements upon and across City property that would allow for the provision of electric services; and

WHEREAS, the placement of such equipment is necessary to underground the utilities; and

WHEREAS, the Mayor and City Council have reviewed this matter, to include the proposed Deed of Easement and find that it is in the best interest of the citizens of North Augusta that such easement be granted.

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

- I. The City grant to Dominion Energy an easement over and across City property known as Tax Parcel Number 005-09-10-002.
- II. The City Administrator is hereby authorized to execute the Deed of Easement and any other documents necessary in order to complete this matter.
- III. This Ordinance shall become effective immediately upon its adoption on third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2019.

First Reading: _____

Second Reading: _____

Third Reading: _____

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

Easement # 899254

INDENTURE, made this _____ day of _____, 2019 by and between City of North Augusta, a body politic and corporate and a political subdivision of the State of South Carolina of the County of Aiken and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Aiken, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing 4.79 acres, more or less, and being the same lands conveyed to Grantor by deed of Beazley Development Co., Inc., dated or recorded October 12, 2007, and filed in the Register of Deeds office for Aiken County in Record Book 4166 at Page 2279.

Right-of-Way is granted for underground facilities to extend along and adjacent to the easterly and northerly perimeters of Grantor's detention area beginning at a fifty (50) foot ingress/egress easement and Grantee's existing facilities and continuing to the property known as Bergen Place West, Phase IV.

TMS: 005-09-10-002

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

City of North Augusta, a body politic and corporate and a political subdivision of the State of South Carolina

(SEAL)

1st Witness

B. Todd Glover, City Administrator

2nd Witness

Easement # 899254

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **City of North Augusta, a body politic and corporate and a political subdivision of the State of South Carolina** personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2019

Signature of Notary Public - State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **BERGEN PLACE WEST PHASE IV**

County: **Aiken**

R/W File Number: **23342**

Grantor(s): **City of North Augusta, a body politic and corporate and a political subdivision of the State of South Carolina**

Return to: DESC
132 Langley Dam Road
Warrenville, SC 29851

ATTACHMENT #9

RESOLUTION NO. 2019-22
A RESOLUTION EXECUTING AN OPTION IN THE AMOUNT OF \$250,000 TO
PURCHASE PROPERTY FOR THE UTILIZATION AND CONSTRUCTION OF A
PUBLIC SAFETY FACILITY OR FACILITIES

WHEREAS, the City has determined that it is necessary that additional Public Safety facilities be constructed in order to maintain the ability of the department to provide services at a high level; and

WHEREAS, for several years, the City has considered this need and attempted to locate adequate locations that could be utilized for the construction of such facilities; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City that property located at 311 W Martintown Road, identified as Tax Map and Parcel Numbers 007-07-01-002, 007-07-07-001, 007-07-07-003 be purchased by the City for purchase price of TWO HUNDRED FIFTY THOUSAND (\$250,000.00).

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 provide such notice as necessary to exercise the City's option on the above referred to property as attached hereto marked Exhibit A and incorporated by reference.

The City Administrator is further authorized to execute all closing documents necessary to complete the transaction and purchase property in accordance with said contract. The funds for the purchase of said property shall come from the Sales Tax III Funds.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF AUGUST, 2019.

Mayor

ATTEST:

City Clerk

III.

EXERCISE OF OPTION

The Optionee may exercise this option, at anytime on or before the 5th day of September, 2019 by giving notice as set forth herein below. Within five (5) days of the notice of the exercise of said Option, the Optionee and Optionor would be required to execute a specific Sales Agreement. The Optionee and Optionor would further be required to comply with all terms of said Sales Agreement.

IV.

NOTICE

Notice of exercise of Option must be give in writing to Optionor and either delivered in hand or must be transmitted by registered or certified mail, return receipt requested at the address shown below.

John C. Smith, Jr. Family, LLP

450 Front Street

North Augusta, SC 29841

V.

OPTION FUNDS

In the event that Optionee gives proper notice to Optionor within the terms described above then all sums paid by Optionee to Optionor pursuant to this Option Agreement shall be credited towards the purchase price. In the event that Optionee does not give proper notice to Optionor within time described, then and in such event

JOHN C. SMITH, JR. FAMILY, LLP
OPTIONOR

By: 

JOHN C. SMITH, JR.

ITS AUTHORIZED MEMBER

CITY OF NORTH AUGUSTA
OPTIONEE

By: 

B. TODD GLOVER
CITY ADMINISTRATOR

EXHIBIT "A"

Said property to be conveyed is the identical premises described in the attached General Warranty Deed from Patricia B. Kinard, Et Al, to John C. Smith, Jr. Family, LLP dated March 29, 2018, recorded in the Office of the RMC for Aiken County, South Carolina in Record Book 4714 pages 1741-1744.

AIKEN COUNTY ASSESSOR

Tax Map:

007-07-01-002 PORTION

007-07-07-001 PORTION

007-07-07-002 PORTION

Date: 04/12/2018

STATE OF SOUTH CAROLINA

AIKEN COUNTY GIS

Tax Map:

007-07-07-003

Date: 03/22/2019

AIKEN COUNTY GIS

Tax Map:

007-07-07-003

Date: 03/29/2019

AIKEN COUNTY AUDITOR

Charles T. Barton

Endorsed 04/08/2019

GENERAL WARRANTY DEED

COUNTY OF AIKEN

KNOW ALL MEN BY THESE PRESENTS, THAT We, Patricia B. Kinard, Carol Ann B. Bostick, Marsha Muckenfuss Blandenburg and Dorothy B. Kitchens

in the State aforesaid for and in consideration of the sum of One Hundred Eighty Thousand and 00/100ths---(\$180,000.00) Dollars

to us paid by John C. Smith, Jr. Family, LLP
450 Front Street
North Augusta, SC 29841

in the State aforesaid have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said John C. Smith, Jr. Family, LLP, its successors and assigns, the following described property to-wit:

All that piece, parcel or tract of land situate, lying and being in the City of North Augusta, Aiken County, South Carolina at the Northwestern intersection of Observatory Avenue and Martintown Road containing a total of 2.81 acres and containing together Tract A of 0.88 acres, Lot Six (6) of 0.68 acres; the lot labeled as the "unopened Atlantis Avenue" of 0.51 acres and Lot Five (5) of 0.74 acres as shown on a plat for Patricia Kinard, et al by H & C Surveying, dated July 10, 2014 and recorded herewith in the Aiken County RMC Office in Plat Book 160, page 529. For a more specific description, reference should be made to the aforesaid plat which is made a part and parcel hereof.

Derivation as to all tracts above:

- 1) To Marsha Muckenfuss Blandenburg and Dorothy Blandenburg Kitchens by deed of distribution from the Estate of John C. Blandenburg, 2014-ES-02-0997.
- 2) Deeds of Distribution to Carol Ann Bostick, Patricia Blandenburg Kinard and John C. Blandenburg from the Estate of June Boozer Blandenburg dated May 27, 2005 in Deed Book 2516, page 258; the Estate of Claudius Elmer Blandenburg dated May 2, 1990, recorded in Deed Book 1173 at page 73; interests devised from the Estate of Theresa Mealing Blandenburg 1976-ES-91008. Real estate description filed in Misc. Book 231, page 74.

Tax Parcels: 007-07-07-003; 007-07-07-001 and 007-07-02-002 include roadway. Combine into one.

Attached hereto and made a part hereof is a copy of North Augusta City Ordinance 2017-13 wherein the City of North Augusta abandons any interest in the above roadway which was never opened.

TOGETHER with all and singular, the rights, members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

ATTACHMENT #10

RESOLUTION NO. 2019-23
AUTHORIZING THE CITY TO ENTER INTO A JOINT FUNDING AGREEMENT
WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, UNITED STATES
GEOLOGICAL SURVEY (USGS) TO ACQUIRE AND PROCESS LIGHT DETECTING
AND RANGING (LIDAR) IMAGES AND DATA.

WHEREAS, the City is partnering with the USGS and multiple South Carolina Counties and Municipalities to implement the South Carolina Savannah Pee Dee 2019 B19 County LIDAR Acquisition project; and,

Whereas, through the project, the City and other partners will acquire a high-resolution digital elevation data set of mixed QL1 and QL2 data developed from LIDAR; and,

Whereas, the City will contribute \$10,000 towards the costs related to obtaining the QL1 data from the LIDAR imaging; and,

Whereas, the City will benefit from acquisition of the QL1 and QL2 data for future flood control modeling, building footprint documentation, grading plans and other urban planning projects.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of North Augusta, South Carolina, have determined the following:

1. That it is in the best interest of the City to enter into a Joint Funding Agreement to acquire and process QL1 and QL2 LIDAR data.
2. That the requirements of the Joint Funding Agreement related to obtaining the LIDAR images and data are reasonable and the City is capable of complying with such requirements.
3. That the City's financial contribution for this project shall not exceed \$10,000.
4. That the City Administrator is specifically authorized to execute any and all documents required by USGS for the purpose of obtaining LIDAR data.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF AUGUST, 2019.

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk



United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

U.S. Geological Survey
1400 Independence Road
Rolla, MO 65401

U.S. Geological Survey
PO Box 25046 MS 510
Denver, CO 80225

Customer #:
Agreement #:
TIN#: 57-6001089
Fixed Cost: No

Joint Funding Agreement

For

South Carolina Savannah Pee Dee 2019 B19

This agreement is entered into as of the _____ day of _____, _____ by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and North Augusta, South Carolina, party of the second part.

- 1) The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to acquire and process Light Detecting and Ranging (LiDAR) derived high-resolution elevation data to be collected over an area of approximately 17,980 square miles encompassing 28 and 2 partial counties in South Carolina. herein called the program, see attached statement of work. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
- 2) The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of: \$ 0.00

a) by the party of the first part during the period

Amount	Date		Date
<u>\$ 0.00</u>	<u>Date of Last Signature</u>	To	<u>July 7, 2024</u>

b) by the party of the second part during the period

Amount	Date		Date
<u>\$ 10,000.00</u>	<u>Date of Last Signature</u>	To	<u>July 7, 2024</u>

c) Additional Information on other potential partners contributing to this program through separate agreements (Participants and funding amounts are projected and are subject to change):

Participant	Amount
Estimated Total of Separate Agreements:	\$ 0.00

- d) All contributions are subject to the 5% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data](#) and [Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices on a monthly basis, based on actual expenses, independent of product delivery.

Payments of bills are due within 60 days the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)".

- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If data is to be collected over military properties then DoD clearance may be required. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to these areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from the lidar acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. Collected sensitive protected information may be released to specific third parties where written permission is granted to the USGS by affected Tribes conditioned upon that Party agreeing not to distribute the identified sensitive data and (or) information publicly.
- 15) For agreements that are associated with, or become associated with Broad Agency Announcement (BAA) proposals for 3DEP projects prior to BAA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the BAA selection process.

**U.S. Geological Survey United States
Department of the Interior**

North Augusta, South Carolina

USGS Point of Contact

Name:	George F Heleine
Address:	308 South Airport Rd. Jackson, MS 39208
Telephone:	(601) 933-2950
Email:	gheleine@usgs.gov

Partner Point of Contact

Name:	Kevin Whaley
Address:	100 Georgia Ave. North Augusta, SC 29841
Telephone:	(803) 441-4267
Email:	kwhaley@northaugusta.net

USGS Billing Contact

Name:	Janet Anselm
Address:	1400 Independence Road, MS 323 Rolla, MO 65401
Telephone:	(573) 308-3814
Email:	janselm@usgs.gov

Partner Financial Contact

Name:	Cammie Hayes
Address:	100 Georgia Ave. North Augusta, SC 29841
Telephone:	(803) 441-4206
Email:	chayes@northaugusta.net

Signatures and Date

Signature: _____
 Date: _____
 Name: Kari J. Craun
 Title: Director, USGS-NGTOC

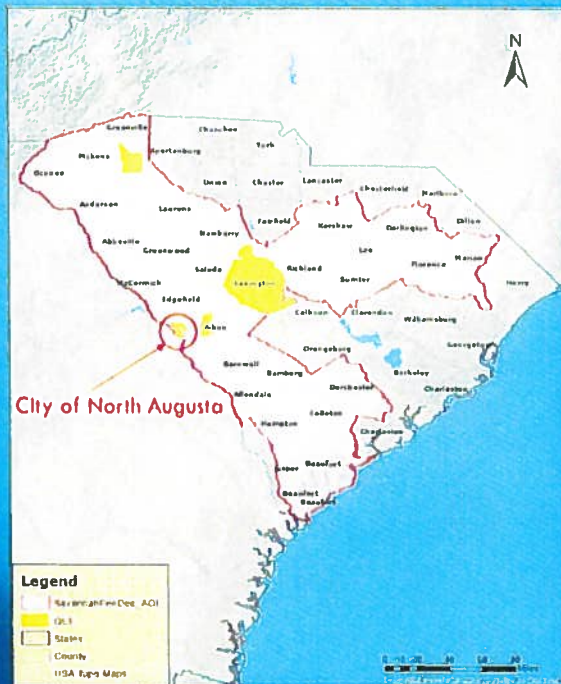
Signature: _____
 Date: _____
 Name: B. Todd Glover
 Title: City Administrator

SOUTH CAROLINA SAVANNAH PEE DEE 2019 B19 COUNTY LIDAR ACQUISITION

USGS AND OTHER FUNDING PARTNERS WILL COLLABORATE TO ACQUIRE A HIGH-RESOLUTION DIGITAL ELEVATION DATA SET OF MIXED QL1 AND QL2 DATA DEVELOPED FROM AIRBORNE LIDAR (LIGHT DETECTION AND RANGING)

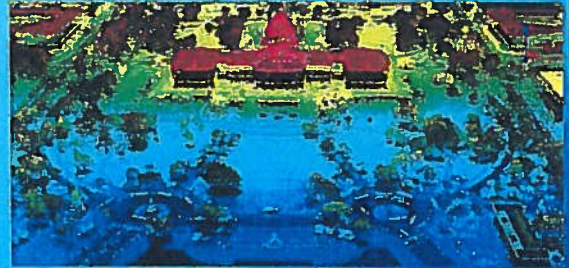
PROJECT AREA

- Included in the Area of Interest (red QL2 and yellow areas QL1)
- Covering 28 counties
- City of North Augusta will
- Receive QL1 data



BASICS OF LIDAR

- What is LiDAR?
 - Light Detection and Ranging is a remote sensing method that uses light in form of a pulsed laser to measure ranges (variable distances) to the Earth. The light pulses – combined with other data recorded by the plane generate precise, three-dimensional information about the shape of the Earth and its surface characteristics.



LiDAR point cloud of US Capital Building

PROJECT COST AND DELIVERABLES

- City's portion for the LiDAR Project is \$10,000.00 at QL1 (8 points per meter square)
- Note: if the city contracted for LiDAR individually at QL1 the cost would be over \$20,000.00
- Deliverables include:
 - Classified Point Cloud (for each level of points features are identified such as bare earth, vegetation, buildings, etc...)
 - Intensity Images
 - Tile-Based Bare Earth
 - Surface Raster (DEM –Digital Elevation Model)
 - Survey Control Report
 - Survey Checkpoints
 - QA/QC Assessment
 - Project Report
 - Metadata
 - Tile Indexes
 - Breaklines

QL1 VS. QL2 SPECS

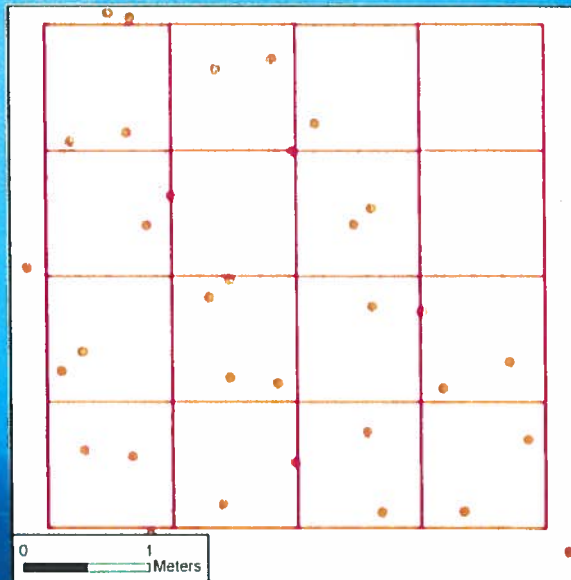
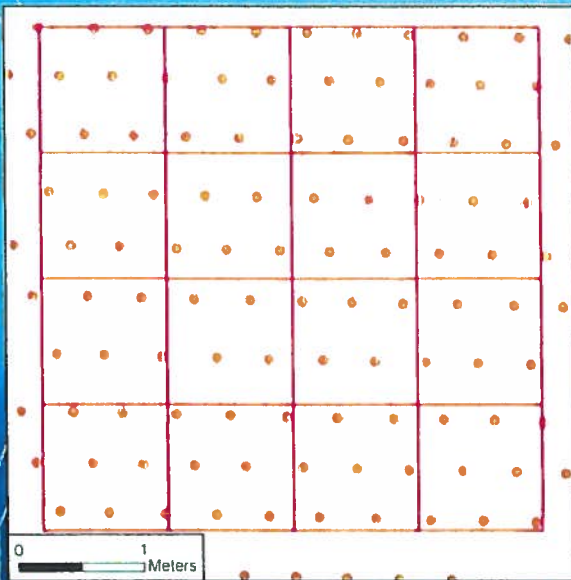
Quality Level	Point Density	Vertical Accuracy RMSEz	Aggregate Nominal Pulse Spacing (ANPS)	Aggregate Nominal Pulse Density (ANPD)	DEM Post Spacing
1	8 pts/m ²	10 cm	0.35 m	8 Pts/sq m	0.5 m
2	2 pts/m ²	10 cm	0.7 m	2 pts/sq m	1 m

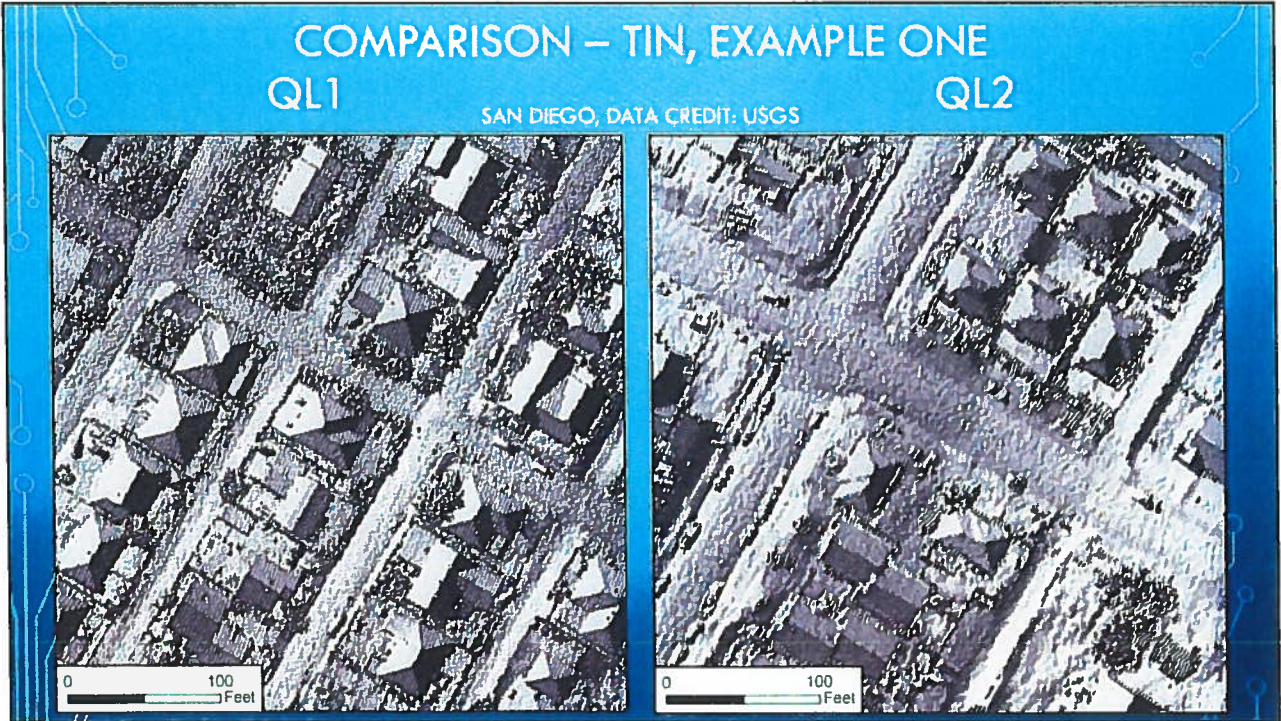
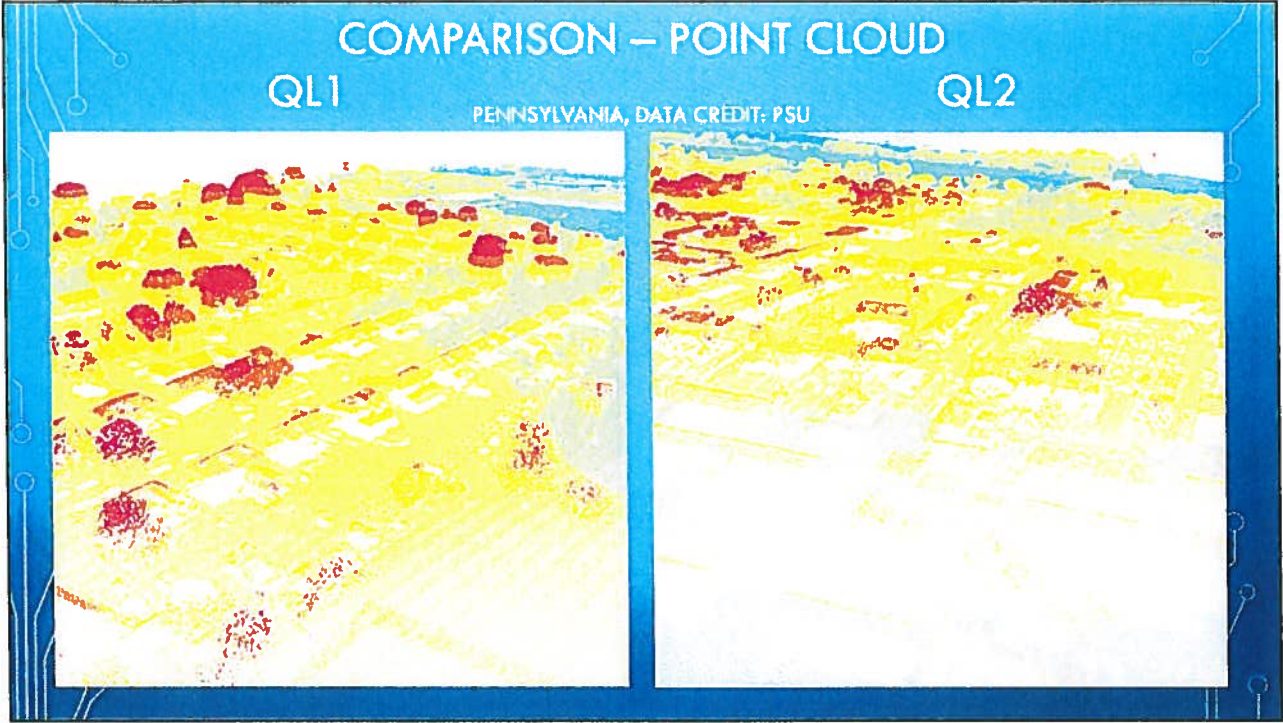
COMPARISON – PULSE DENSITY

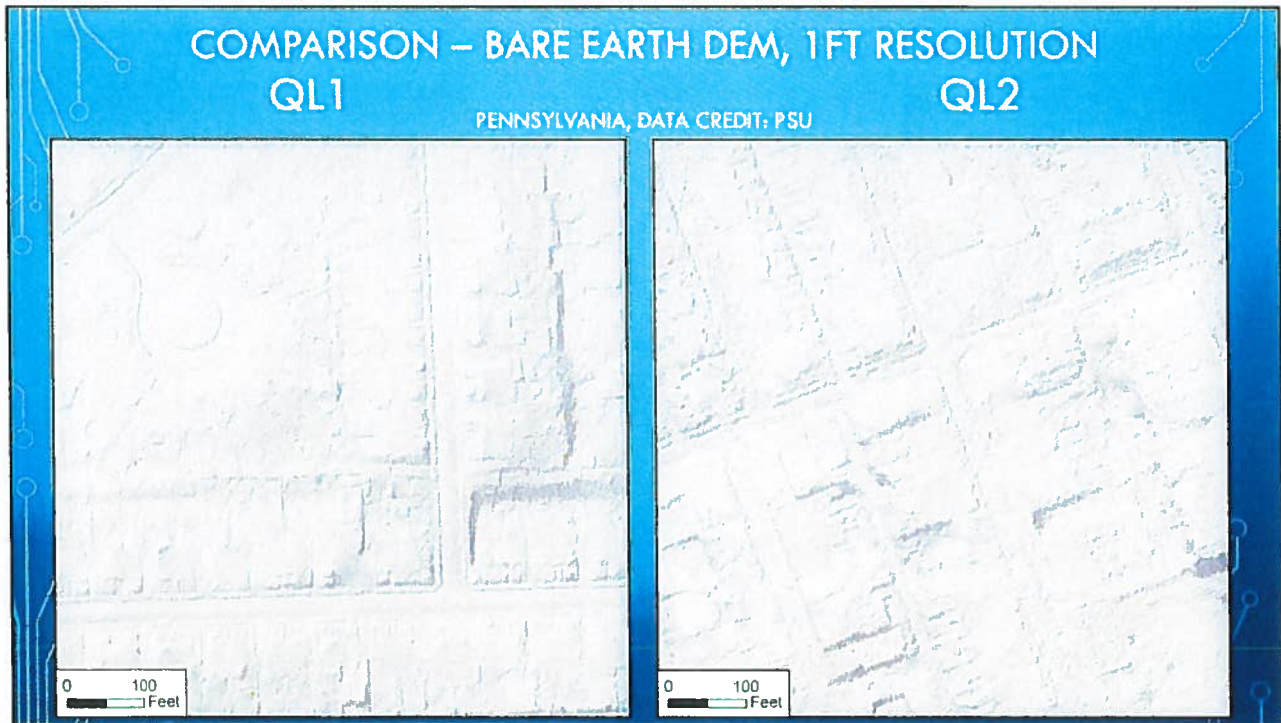
QL1

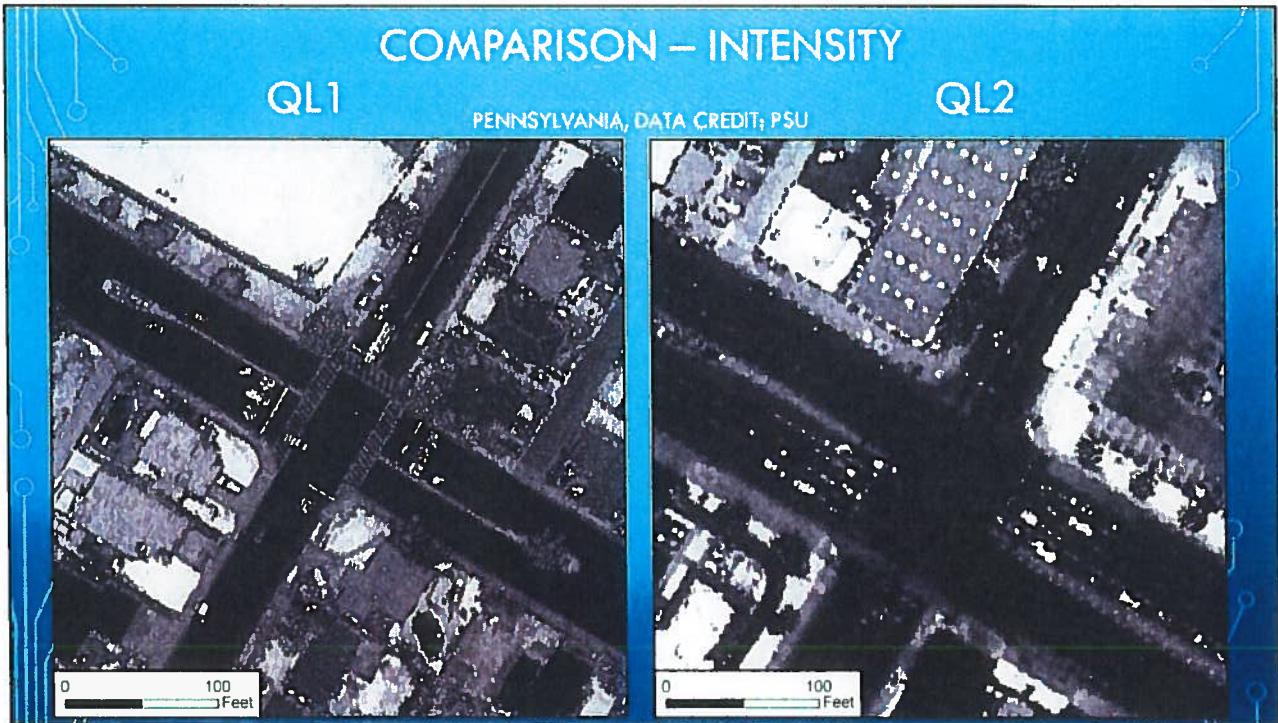
PENNSYLVANIA, DATA CREDIT: PSU

QL2










LIDAR USE EXAMPLES:

- Flood Control Modeling
- Vegetation Classification
- Building Footprints
- Elevation
- Grading Plans
- Urban planning
- Impervious Surface



Thank you!

If you have any questions, please contact
Kevin Whaley, GIS Analyst, City of North Augusta
kwhaley@northaugusta.net

ATTACHMENT #11

RESOLUTION NO. 2019-24

A RESOLUTION AUTHORIZING THE CITY OF NORTH AUGUSTA TO AWARD CONTRACT WITH R.D. BROWN CONTRACTORS FOR THE RIVERSIDE VILLAGE AMPHITHEATER

WHEREAS, the City of North Augusta allocated funds from Sales Tax 3 for the purpose of financing the cost of a new park development at Riverside Village; and

WHEREAS, ON April 9, 2019, sealed bids were received from R.D. Brown Contractors and R.W. Allen Construction, publicly opened and read aloud for the PROJECT; and

WHEREAS, the low bid by R.D. Brown is in the amount of \$3,185,000; and

WHEREAS, after negotiations through value engineering an offer of \$1,972,535 will be presented to R.D. Brown; and

WHEREAS, the Mayor and City Council of the City of North Augusta find that the awarding of such contract for the PROJECT is in the best interest of the City.

BE IT FURTHER RESOLVED that the funding sources for this contract shall be as follows:

Sales Tax 3
Series 2017B Bond Fund

BE IT FURTHER RESOLVED that the City Administrator shall be authorized to enter into a contract with R.D. Brown Contractors in the amount of \$1,972,535 to approve change orders, to make payments, and to sign all other documents relating thereof.

DONE, RATIFIED, AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF AUGUST, 2019.

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

**NORTH AUGUSTA AMPHITHEATER PARK @ RIVERSIDE VILLAGE
 BID FORM**

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	R.D. Brown Contractors		NEGOTIATION SUMMARY	
				UNIT COST	TOTAL	TOTAL	SUM DESCRIPTION
1	DEMOLITION & CLEARING, COMPLETE	LS	1	\$29,228.00	\$29,228.00	\$29,228.00	
2	GRADING COMPLETE	LS	1	\$265,342.00	\$265,342.00	\$265,342.00	
3	ELECTRICAL SERVICE TO METER	LS	1	\$75,070.00	\$75,070.00	\$84,180.00	NEW LOCATION
4	ELECTRICAL LIGHTING, COMPLETE	LS	1	\$230,794.00	\$230,794.00	\$230,794.00	
5	ELECTRICAL, OTHER	LS	1	\$59,010.00	\$59,010.00	\$59,010.00	
6	IRRIGATION, COMPLETE	LS	1	\$41,623.00	\$41,623.00	\$41,623.00	
7	LANDSCAPING, COMPLETE	LS	1	\$77,719.00	\$77,719.00	\$77,719.00	
8	TOWERS "A" & "B", COMPLETE	LS	1	\$231,069.00	\$231,069.00	XXXXXXXXXX	DELETED
9	GREENEWAY ENTRY FEATURES (4 EACH)	LS	1	\$46,025.00	\$46,025.00	XXXXXXXXXX	DELETED
10	HARDSCAPE GREENEWAY TRAIL, COMPLETE	LS	1	\$120,533.00	\$120,533.00	\$120,533.00	
11	HARDSCAPE ALL OTHER, COMPLETE	LS	1	\$407,603.00	\$407,603.00	\$351,853.00	PER VE OPTION #3
12	AMPHITHEATER, COMPLETE	LS	1	\$171,287.00	\$171,287.00	\$171,287.00	
13	SPLASH PAD, COMPLETE	LS	1	\$291,981.00	\$291,981.00	XXXXXXXXXX	DELETED
14	FEATURE FOUNTAINS, COMPLETE	LS	1	\$279,489.00	\$279,489.00	XXXXXXXXXX	DELETED
15	WATER UTILITY	LS	1	\$102,185.00	\$102,185.00	XXXXXXXXXX	DELETED
16	SHADE SHELTERS, COMPLETE (EACH)	EA	4	\$38,910.00	\$155,640.00	XXXXXXXXXX	DELETED
17	STREET FURNITURE INSTALLATION	LS	1	\$10,797.00	\$10,797.00	\$2,770.00	
18	STORM DRAINAGE, COMPLETE	LS	1	\$201,814.00	\$201,814.00	\$201,814.00	
19	RETAINING WALLS, COMPLETE	LS	1	\$106,956.00	\$106,956.00	\$91,956.00	
20	EROSION CONTROL, COMPLETE	LS	1	\$60,131.00	\$60,131.00	\$60,131.00	
21	MOBILIZATION	LS	1	\$192,298.00	\$192,298.00	\$181,940.00	
22	BONDS	LS	1	\$28,406.00	\$28,406.00	\$22,355.00	
TOTAL BASE BID					\$3,185,000.00	\$1,972,535.00	TOTAL BASE BID
A	MASTERPLAN					\$22,700.00	
B	SURVEY + WETLANDS DELINEATION					\$13,000.00	
C	ORIGINAL DESIGN PLUS ALLOWANCES					\$172,000.00	
D	VALUE ENGINEERING PHASE 1					\$37,720.00	
E	VALUE ENGINEERING PHASE 2					\$10,000.00	
F	GEOTECHNICAL CONSTRUCTION TESTING					\$32,820.00	
TOTAL ENGINEERING						\$288,240.00	TOTAL ENGINEERING
						\$2,260,775.00	GRAND TOTAL
						\$239,225.00	BALANCE TO 2.5M BUDGET
ADDITIONAL ITEMS NOT IDENTIFIED ON PLANS							
AA	#57 STONE INSTALLED	TON	N/A	\$80.00		\$80.00	
BB	#4 STONE INSTALLED	TON	N/A	\$80.00		\$80.00	
CC	NON-WOVEN GEOTEXTILE FABRIC INSTALLED (US 180NW)	SY	N/A	\$8.00		\$8.00	
DD	WOVEN GEOTEXTILE FABRIC, INSTALLED (US 250)	SY	N/A	\$8.00		\$8.00	
EE	GEOTEXTILE GEOGRID, INSTALLED (Geogrid, Basgrid 11)	SY	N/A	\$12.00		\$12.00	
FF1	EXCAVATION & DISPOSAL OF UNSUITABLE MATERIALS (UNDER 2000cy)	CY	N/A	\$59.00		\$45.00	
FF2	EXCAVATION & DISPOSAL OF UNSUITABLE MATERIALS (OVER 1999cy)	CY	N/A	\$60.00		\$30.00	
GG1	SELECT BACKFILL A1 INSTALLED (UNDER 2000cy)	CY	N/A	\$60.00		\$45.00	
GG2	SELECT BACKFILL A1 INSTALLED (OVER 1999cy)	CY	N/A	\$61.00		\$30.00	
DEDUCTIVE ALTERNATES							
D1	DEDUCTIVE ALTERNATE #1	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	SELECTED (REFLECTED ABOVE)
D2	DEDUCTIVE ALTERNATE #2	LS					
D3	DEDUCTIVE ALTERNATE #3	LS					