



CITY COUNCIL
REGULAR MEETING
BACK-UP MATERIALS
FOR
NOVEMBER 18, 2019



TO: Mayor and City Council

FROM: Rachelle Moody, Interim City Administrator

DATE: November 15, 2019

SUBJECT: Regular City Council Meeting of November 18, 2019

REGULAR COUNCIL MEETING

ITEM 5. PROCLAMATION: Small Business Saturday Proclamation

Mayor Pettit would like to proclaim Saturday, November 30, 2019 as “Small Business Saturday” and encourage the citizens of North Augusta to recognize and support small businesses within our community by shopping locally on the Saturday following Thanksgiving.

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

ITEM 6. PROCLAMATION: Arbor Day Proclamation

Mayor Pettit would like to proclaim December 6, 2019 as “Arbor Day” in the City of North Augusta and urge citizens to celebrate and support the efforts to protect our trees and woodlands. All citizens are invited to attend the 2019 Arbor Day Tree Planting Celebration on December 6th at 1:00 p.m. at Curtis Park – 1812 Curtis Drive.

Please see **ATTACHMENT #6** for the text of the proposed proclamation and Arbor Day Tree Planting Celebration flyer.

ITEM 7. RECOGNITION: 2019 SCMIRF Risk Management Award – Safety Committee

The City of North Augusta has been selected by the Municipal Association of South Carolina as the South Carolina Municipal Insurance Risk Financing Fund (SCMIRF) Award winner for 2019. The City continues to successfully reduce the frequency and severity of property and liability losses. The competition criterion consisted of the experience modifiers and gross (uncapped) loss ratios.

November 15, 2019

The City of North Augusta Safety Committee is being recognized for their efforts in making safety a priority for the City and its employees. The committee meets monthly to complete facility inspections, review accident and incident reports, ensure safety training programs are followed, and make recommendations for safety improvements.

The safety committee consists of the following employees:

Charles Williams	Ryan Metts
Roy Kibler	Mike Chavous
Greg Shaffer	David Caddell
Randy Nichols	Jason Sikes
Kayla Ferguson	

For this award the City received an engraved plaque and a \$2,500 monetary award which the safety committee will use for future safety initiatives and improvements.

ITEM 8. FINANCE: Ordinance No. 2019-14 – Adopting a Budget for Fiscal Year 2020 Containing Estimates of Proposed Revenues and Expenditures by the City of North Augusta, South Carolina, for the Budget Year Beginning January 1, 2020, and Declaring that Same Shall Constitute the Budget of the City of North Augusta for such Budget Year – Ordinance, Second Reading

An ordinance has been prepared for Council's consideration on second reading to adopt a budget for Fiscal Year 2020.

Please see the back-up materials for November 4, 2019 for a copy of the proposed ordinance text and refer to your 2020 proposed budget for revenue and expense summaries for each of the funds.

ITEM 9. FINANCE: Ordinance No. 2019-15 – Levying the Annual Tax on Property in the City of North Augusta, South Carolina, for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020 – Ordinance, Second Reading

An ordinance has been prepared for Council's consideration on second reading establishing the tax rate on all taxable property within the City of North Augusta for the Fiscal Year 2020.

The period for which the tax levy is due on all taxable property, except for motorized vehicles, shall be from January 1, 2019 to December 31, 2019. The period for which the tax levy is due for all motorized vehicles which are required

November 15, 2019

to be licensed by Section 53-3-440, Codes of Laws of South Carolina, shall be from January 1, 2020 to December 31, 2020.

The tax levy imposed upon all taxable property shall be 73.50 mills.

Please see the back-up materials for November 4, 2019 for the proposed ordinance text.

ITEM 10. PUBLIC SERVICES: Ordinance No. 2019-16 – Establishing Wastewater Service Charges by Revising Section 14-68, Titled “Schedule of Monthly Wastewater Service Charge,” of the City Code of the City of North Augusta, South Carolina – Ordinance, Second Reading

An ordinance has been prepared for Council’s consideration on second reading establishing wastewater service charges by revising Section 14-68, titled “Schedule of Monthly Wastewater Service Charge,” of the City Code of the City of North Augusta, South Carolina.

Please see the back-up materials for November 4, 2019 for the proposed ordinance text.

ITEM 11. ENGINEERING & PUBLIC WORKS: Ordinance No. 2019-17 – Amending Chapter 6, Article III, titled “Construction Permit Schedules” of the City Code of the City of North Augusta, South Carolina – Ordinance, Second Reading

An ordinance has been prepared for Council’s consideration on second reading amending Chapter 6, Article III, titled “Construction Permit Schedules” of the City Code of the City of North Augusta, South Carolina.

Please see the back-up materials for November 4, 2019 for the proposed ordinance text.

ITEM 12. PLANNING AND DEVELOPMENT: Ordinance No. 2019-18 – Amending the North Augusta Development Code, Article 13: Signs of the City of North Augusta, South Carolina Code of Ordinances

A. Ordinance, First Reading

An ordinance has been prepared for Council’s consideration on first reading to amend the North Augusta Development Code, Article 13: Signs of the City of North Augusta, South Carolina Code of Ordinances.

Please see ATTACHMENT #12 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.

November 15, 2019

ITEM 13. ZONING: Resolution No. 2019-36 – A Resolution Directing the City Administrator to File an Application Requesting Rezoning of Land Located at 311 W. Martintown Road

A resolution has been prepared for Council’s consideration to direct the City Administrator to file an application requesting rezoning of land located at 311 W. Martintown Road.

ITEM 14. FINANCE: Resolution No. 2019-37 – A Resolution Authorizing the City to Enter into an Agreement with Municap, Inc. to Provide Specialized Services Related to the Administration of Special Assessments on Parcels of Real Property with the Ballpark Village Municipal Improvement District

A resolution has been prepared for Council’s consideration to authorize the City to enter into an agreement with Municap, Inc. to provide specialized services related to the administration of special assessments on parcels of real property with the Ballpark Village Municipal Improvement District.

Please see ATTACHMENT #14 for a copy of the proposed resolution and supporting documentation.

ITEM 15. PLANNING AND DEVELOPMENT: Resolution No. 2019-38– Accepting a Deed of Dedication for the Streets, Water Distribution System, Sanitary Sewer, Stormwater Collection and Fire Suppression Systems, Detention Ponds and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit for Wando Woodlands, Phase 6

A resolution has been prepared for Council’s consideration to accept a Deed of Dedication for the streets, water distribution system, sanitary sewer, Stormwater collection and fire suppression systems, detention ponds and associated easements and rights of way, along with a Maintenance Guarantee and Letter of Credit for Wando Woodlands, Phase 6.

Please see ATTACHMENT #15 for a copy of the proposed resolution and supporting documentation.

ITEM 16. PARKS, RECREATION AND TOURISM: Resolution No. 2019-39 - Authorizing Funding for the Maude Edenfield Park Outdoor Basketball Court

A resolution has been prepared for Council’s consideration to authorize funding for the Maude Edenfield Park outdoor basketball court.

Please see ATTACHMENT #16 for the text of the proposed resolution.

ATTACHMENT #5



*City of North Augusta,
South Carolina*

PROCLAMATION

WHEREAS, small businesses form the backbone of our local economy, generating jobs and improving the quality of life for citizens; and

WHEREAS, the Mayor and City Council of North Augusta, South Carolina acknowledge and celebrate the City's small businesses and the contributions they make to our community; and

WHEREAS, 2019 marks the tenth year of Small Business Saturday, a nationwide campaign to encourage shopping at local businesses on the Saturday after Thanksgiving to stimulate the local economy; and

WHEREAS, local organizations such as the North Augusta Chamber of Commerce, North Augusta Forward, and many other organizations across the country endorse the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE, I, Robert A. Pettit, Mayor of the City of North Augusta, South Carolina, do hereby claim November 30, 2019 as:

SMALL BUSINESS SATURDAY

AND encourage our citizens to recognize and support small businesses within our community by shopping locally on the Saturday following Thanksgiving.

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 18th day of November, 2019.



Robert A. Pettit, Mayor
City of North Augusta

ATTACHMENT #6



*City of North Augusta,
South Carolina*

ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Robert A. Pettit, Mayor of the City of North Augusta, South Carolina, do hereby proclaim December 6, 2019, as "Arbor Day" in North Augusta, South Carolina, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

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 18th day of November, 2019.



Robert A. Pettit, Mayor
City of North Augusta



Arbor Day

in North Augusta

The City of North Augusta

*would like to cordially invite any and all
citizens to attend the*

2019 Yearly Arbor Day Tree Planting Celebration

December 6th, 2019

1:00 PM

Curtis Park - 1812 Curtis Drive

The city will be planting a

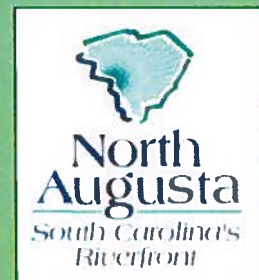
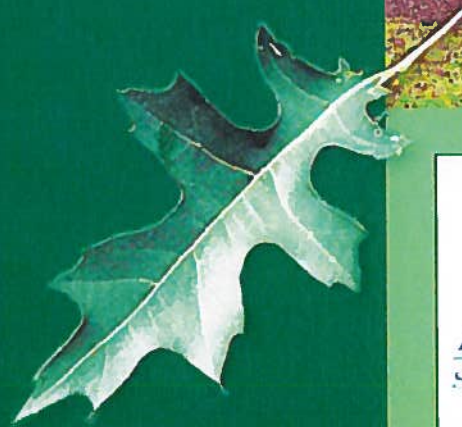
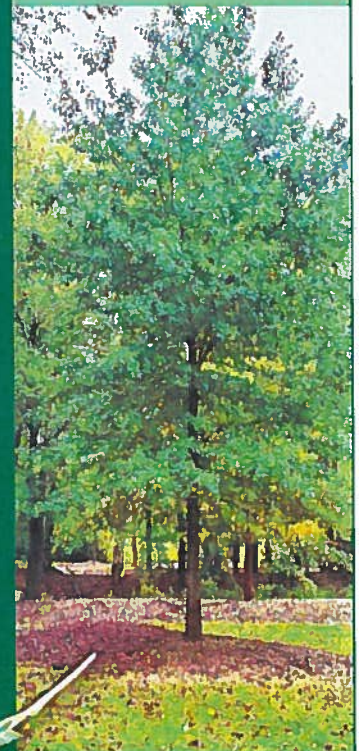
TYTELST NUTTALL OAK

sponsored by

Moons Tree Farm

WASHINGTON, GA

WHERE TREES REALLY
DO MATTER!



61 CLAYPIT ROAD • NORTH AUGUSTA, SOUTH CAROLINA 29841

ATTACHMENT #12

ORDINANCE NO. 2019-18
AMENDING THE NORTH AUGUSTA DEVELOPMENT CODE,
ARTICLE 13: SIGNS OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA
CODE OF ORDINANCES

WHEREAS, on December 17, 2007, by Ordinance 2007-22, the North Augusta City Council adopted the North Augusta Development Code; and

WHEREAS, pursuant to Title 6, Chapter 29 of the South Carolina Code, the North Augusta Planning Commission may recommend amendments to the Development Code for the purposes of technical and legal clarification, error correction, and to accommodate the needs of the City's residents, provided such amendments are consistent with the City's 2017 Comprehensive Plan; and

WHEREAS, at its regularly scheduled meeting of June 20, 2019, the North Augusta Planning Commission held a duly advertised public hearing to review and receive public comment on the proposed revisions as attached herein as Exhibit A; and

WHEREAS, upon completion of their review, the Planning Commission unanimously recommended to the City Council that the text changes be approved; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council in meeting duly assembled and by the authority thereof, that the section of the Development Code is revised as shown in Exhibit A.

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


Department of Planning and Development



Memorandum # 19-033

City of North Augusta

To: Rachelle Moody, Interim City Administrator

From: Libby Hodges, AICP, Director of Planning and Development 

Subject: Application RZT19-003, a request by the City of North Augusta to amend Article 13, Signs, of the North Augusta Development Code.

Date: November 13, 2019

On June 20, 2019, after a duly advertised and convened public hearing, the Planning Commission considered Application RZT19-003, a request by the City of North Augusta to amend Article 13, Signs, of the North Augusta Development Code. The Planning Commission voted unanimously to recommend the text change for approval by City Council.

Following review at study sessions and further review comments by the Mayor and City Council, staff is forwarding a finalized version of the text for the revision of Article 13: Signs in the North Augusta Development Code. The text has been edited to add a table of contents, standardize formatting, clarify content, organize types of signage and verify that requirements and language are consistent throughout the text.

These revisions are being forwarded for consideration at the November 18, 2019, City Council meeting.

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ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

13.1 PURPOSE AND SCOPE

The purpose of sign regulations is to encourage the effective use of signs as a means of communication in the City of North Augusta; to maintain and enhance the aesthetic environment; to minimize the possible adverse effects of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations.

These regulations:

1. Establish a permit system that allows a variety of types of signs in commercial and industrial zones, and a limited variety of signs in residential zones;
2. Allow certain signs that are small and incidental to the principal use of the properties on which they are located without a requirement for permits; and
3. Provide for temporary signs in limited circumstances on private property and in the public right of way.

13.2 APPLICABILITY

1. Definition
 - a. This Article applies to any sign. A "sign" is any structure or device designed or intended to convey information to the public in written or pictorial form.
2. Prohibition
 - a. A sign may be erected, placed, established, painted, created or maintained in the City of North Augusta only in conformance with the standards, procedures and requirements of these regulations. All signs not expressly allowed or permitted by this Article are prohibited.
3. Permit Required
 - a. No sign shall be placed, installed, erected or constructed on any property within the City of North Augusta until all the applicable permits, approvals and certificates required for the particular sign have been issued and approved.
4. Signs Allowed Without a Permit
 - a. Flags and Flagpoles
 - i. Applicability: a "Flag" means any flag, including a flag of the United States, the state of South Carolina, and any other flag sanctioned by these regulations. Any flag not meeting these conditions shall be considered a banner sign and shall be subject to regulations as such. National flags, state and municipal flags, and official flags of businesses, institutions or other organizations shall not be considered banners if displayed on a flag pole.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

- ii. One (1) flag and flagpole is allowed on a parcel without consideration of total signage allowed. Flags and flagpoles in excess of one (1) shall be included in the maximum square footage of allowable signage.
 - iii. All flagpoles shall comply with the setback requirements for freestanding signs.
 - iv. Any flag shall not exceed twenty-four (24) square feet in area.
 - v. Flagpoles may not be flown from a pole more than the maximum height permitted in the district or forty-five (45) feet, whichever is less (see §3.5.10.3 and Table 3-3, and Table 3-4).
 - vi. Flags must be flown in accordance with the protocol established by the Congress of the United States for the Stars and Stripes or the state of South Carolina for the state flag.
 - b. The following types of signs do not require a permit prior to installation but must comply with any size limits or other restrictions as contained herein. These signs do not count towards the Maximum Total Signage allowed.
 - i. Construction Signs
 - ii. Temporary Signs
 - iii. Signs on Vacant Property
 - iv. Identification Signs
 - v. Accessory Signs
 - vi. Window Signs: Window signs do not require a permit to install, however, window signage will count towards the Maximum Total Signage allowed.
5. Repair and Replacement
- a. All signs are to be kept in good repair.
 - b. Any dilapidated or neglected sign shall be repaired or removed. If the Building Official deems any sign structurally un-sound, it shall be repaired or removed.
6. Non-Conforming Signs
- a. With a valid sign permit, a legal, non-conforming sign may be:
 - i. Re-faced
 - ii. Repaired
 - iii. Repainted, or
 - iv. Removed for repair and remounted.
 - b. Nothing in this section grants the right to technological upgrades such as the addition of electronic readerboards to an existing sign. Technological upgrades are the same as erecting a new sign. Changing a light source, such as changing from fluorescent to LED, with no change in appearance of the sign, is not considered a technological upgrade.
 - c. Abandoned Non-conforming Signs shall be removed.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

7. Enforcement
 - a. May be carried out by the Director of Planning and Development or their designee as allowed in Article 5 and the Municipal Code.
8. Subdivision and New Street Signs
 - a. As new subdivisions and developments are completed, the city will install street name and traffic control signage based on a uniform sign design adopted by the city. The applicant shall remit payment for the signs at the time of final plat application. The cost for such signs shall be determined by the City of North Augusta.
9. No Content Restrictions
 - a. Notwithstanding any other provision of this Chapter, no sign shall be subject to any limitation based on the content of the message contained on such sign. Any sign authorized in this Article may contain non-commercial copy in lieu of any other copy.
10. Severability
 - a. If any word, sentence, section, chapter or any other provision or portion of this section is invalidated by any court of competent jurisdiction, the remaining words, sentences, sections, chapters, provisions or portions thereof will not be affected and will continue in full force and effect.

13.3 VARIANCES & APPEALS

1. The Director is authorized to vary the dimensional requirements for permitted signs by no more than 10% if:
 - a. The Director determines that the proposed waiver does not conflict with the goals and policies of the Comprehensive Plan or the purposes underlying the standard; and
 - b. The applicant demonstrates, through documentation and/or studies, based on generally accepted engineering principles, that adherence to the standard provided by this Chapter would pose a threat to health and safety or would undermine a policy set forth in the Comprehensive Plan or the purposes underlying the standard; and
 - c. The applicant consents to an alternative standard and the Director finds that such standard is consistent with the Comprehensive Plan, will protect the public health, safety and general welfare, and is consistent with the purposes underlying the standard; and
 - d. The economic burden imposed on the applicant to comply with the generally applicable standard outweighs the public purpose for such standard; and

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

- e. Compliance with the generally applicable standard is impracticable due to unique topographical or other site conditions.
 - f. The Director may, at their discretion, refer requests to the Board of Zoning Appeals.
 - g. The Director may not issue variances for accessory, temporary, construction, vacant lot signs, or any other prohibited signs.
2. The Director may authorize minor waivers in the amount of white space or the light source utilized, or both, to provide flexibility to the applicant or to accommodate an established, registered or trademarked logo or graphic. In approving waivers the Director shall also consider the objectives of this Section related to traffic safety, reduction of glare and ambient light, and improved readability.
 3. Variances to this chapter may be issued by the Board of Zoning Appeals as specified in Article 18 of this Code.
 4. Administrative decisions or interpretations of the sign ordinance may be appealed as specified in Article 18 of this Code.

13.4 DEFINITIONS

Abandoned Non-Conforming Signs: signs that do not conform to the requirements of this code and that are currently displayed on the premises of abandoned businesses as defined in Article 19 of this code. This does not include non-conforming signage as a result of annexation or signs that were legally permitted under prior ordinances.



Accessory Sign: signs that provide information, direction, control or other functions incidental and necessary to a use. Accessory signs can include parking lot directional and regulatory signs (in, out, one-way, etc.) and pavement markings consistent with the Manual of Uniform Traffic Control Devices (MUTCD), most recent edition. Accessory signs may also include instructions, hours and days of operation information, “closed” and “open” signs, address numbers, identification signs for deliveries, loading and unloading, fire exit and others.



Figure 1: Accessory Signs

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)



Figure 2: Awning & Awning Sign

Awning: a sheet of canvas or other material stretched on a frame and used to keep the sun or rain off a storefront, window, doorway, or deck.

Balloon Sign: any lighter than air or gas filled inflatable object attached by a tether to a fixed place.

Banner: any sign of lightweight fabric, plastic or similar material mounted at one (1) or more edges to a pole or other structure. National flags, state and municipal flags, and official flags of businesses, institutions or other organizations shall not be considered banners if displayed on a proper flag pole as required by this code.

Canopy: a permanent roofed structure which may be freestanding or attached to a building, but which is not a completely enclosed structure or awning. This includes coverings over gas pumps.



Figure 3: Canopy and Canopy Sign

Canopy Sign: any sign attached to or painted on a canopy.

Changeable Copy Sign: also known as a “readerboard,” is any sign designated so that letters or numbers attached to the sign can be periodically changed to a different message.



Figure 4:
Construction Sign

Construction Signage: signage of a temporary nature installed at the entrance or along the street frontage of a project under construction.

Dilapidated or neglected sign: a sign (including sign structure) that does not present a neat and orderly appearance, which may be manifested by the following: rust or holes on or in the sign or sign structure, or broken, missing, loose or bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy.

Electronic Readerboard: a sign which displays messages in alternating light cycles using electronic messaging or LED lights. They are generally computerized programmable electronic visual communication devices, manufactured for the outside environment.

Flag: any flag, including a flag of the United States, the state of South Carolina, and any other flag sanctioned by these regulations.

Flashing Sign: a sign that contains an intermittent or sequential flashing light source that flashes or changes light patterns more than once every thirty (30) seconds.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

Freestanding Sign (Ground Sign): any sign supported by integral poles(s), post(s) or other structure or frame, the primary purpose of which is to connect it permanently to the ground. Examples include monument signs and pole signs. A freestanding sign does not include a portable or temporary sign.

FREESTANDING SIGNS

usually perpendicular to viewer's line-of-sight. May be double or multi faced and contain thematic embellishment and integral covers or cladding to conceal structural supports.

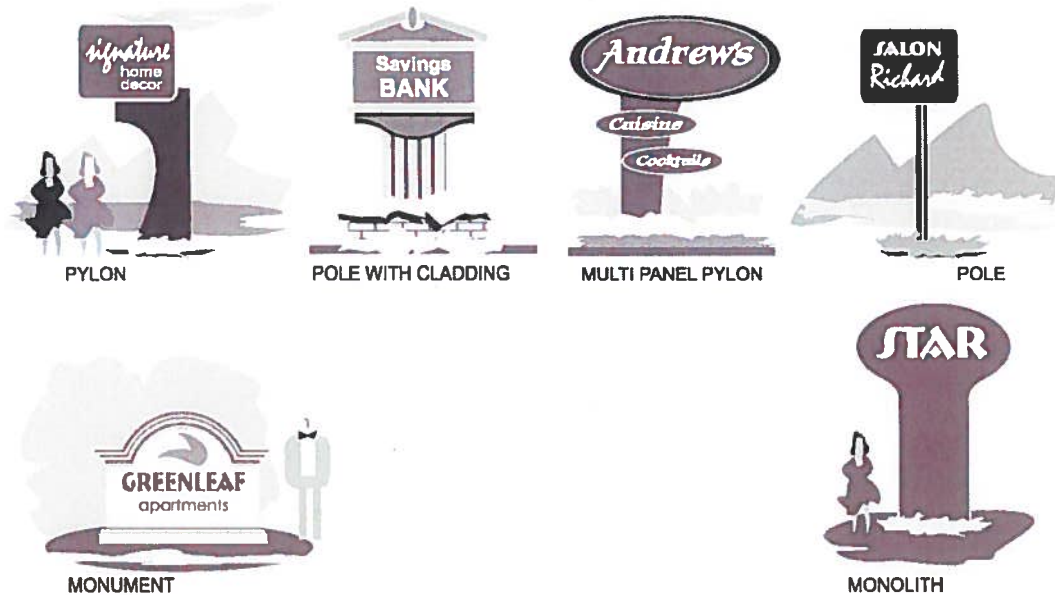


Figure 5: Freestanding Sign Types

Home Occupation sign: see Identification Sign.

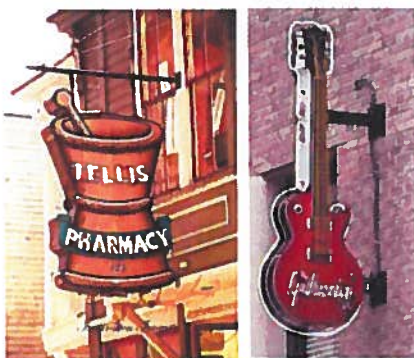


Figure 6: Iconic Signs

Iconic Sign: a sign that has a particularly distinctive or artistic value and may visually depict the nature of the business, goods or services that the business provides through unique shape and any combination of color, lighting, or historic reference.

Identification Sign: any wall sign which is limited to the name, address and street number of a building, institution or person and to the activity carried on in the building or institution. Identification signs include nameplates and building name signs.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

Illuminated Sign: any sign illuminated by an internal or external source of light primarily designed to illuminate the sign. The illumination is “External” when the light source is separate from the sign surface or not contained within the sign, and is directed to shine upon the sign. The illumination is “Internal” when the light source is contained or created within the sign.

Marquee Sign: a sign painted on, attached to or hung from a marquee.



Figure 7: Identification Signs

Marquee: means a hood or awning of permanent construction without pillars or posts which is supported from a building wall and extends beyond the building or building line; marquees sometimes extend over a property line.



Maximum Total Sign Area: the maximum total sign area is the sum for all signs contained on a building or on the entire lot or project, regardless of the number of buildings, businesses or tenants, not including exempt or non-permitted signage except as required or exempted herein.



Figure 8: Marquee Signage

Master Signage Plan: a plan that is required when more than one use or business is located on a lot or within a development whether or not the development is on one lot or more than one lot. A Master Signage Plan should provide for consistency among signs on the premises with regard to location of a freestanding sign(s), location of each sign on the buildings, size, and lighting and coordinate total allowed square footages among the uses or businesses in the development.

Menu Board: a sign placed at a drive-thru service usually containing a food menu and used for taking orders.

Multi-Faced Sign: any sign that has two or more faces that are separated by more than 10 degrees or with any two (2) faces visible from any one (1) point.



Figure 9: Multi-Faced Sign

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

Mural: a painting or other work of art executed directly on a wall. Signage painted on walls does not automatically qualify as a mural.



Figure 10: Mural

Percentage of Wall Area: the percentage of wall area is calculated for the wall of which the sign is a part or to which the sign or signs is most nearly parallel.

Pole Sign: see freestanding sign.

Portable Sign: a “Portable Sign” means any sign not permanently affixed to the ground or to a building, including any sign attached to or displayed on a vehicle that is used for the express purpose of advertising a business establishment, product, service or entertainment, when that vehicle is so parked as to attract the attention of the motoring or pedestrian public.

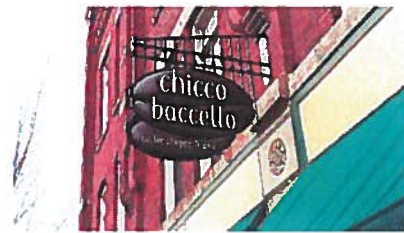


Figure 11: Projecting Sign

Projecting Sign: a “Projecting Sign” means any sign affixed to, projecting from, and supported by a building.

Roof Sign: a “Roof Sign” means any sign erected upon, against or directly above a roof or roof eaves, or on top or above the parapet, or on a functional architectural appendage above the roof. For the purposes of this Article, a roof shall be considered to be any building surface where the slope of the surface is less than one and one half to one (1.5:1) relative to horizontal (the rise is one and one half times the run). This does not include signs legally allowed on a marquee or canopy.

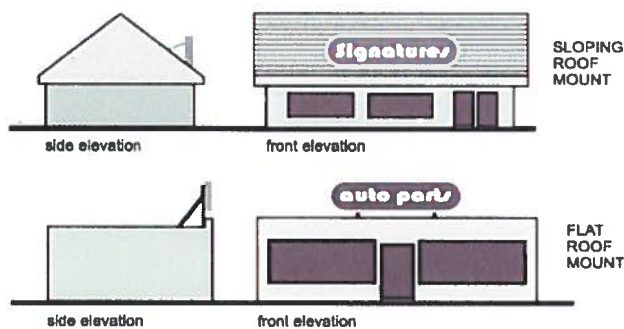


Figure 12: Roof Signs

Setbacks: setbacks should be measured from a property line or the right-of-way line unless otherwise specified.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

Sign Area: the area of the sign measured within the most logical geometric figure applying to lines drawn between the outermost points of a sign, but may exclude essential sign structure, foundations, or supports. The copy of signs composed of individual letters, numerals or other devices are the sum of the area of the smallest rectangle or other geometric figure encompassing each of said letters or devices.

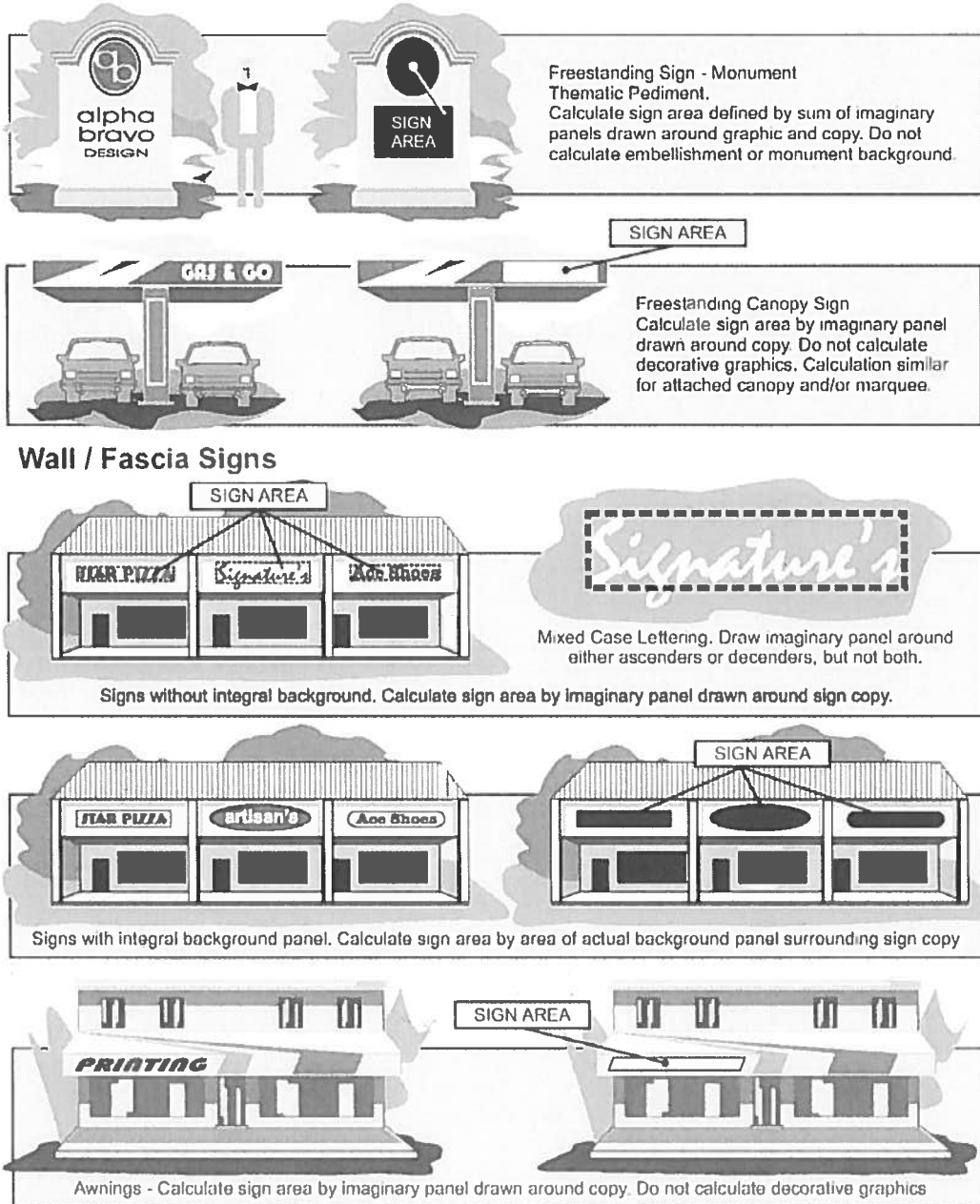


Figure 13: Sign Area Computation

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

Sign Height: the height of a sign is measured from the top of the curb or edge of the roadway where no curb exists, where the curb is closest to any portion of the sign to the top of the highest attached component of the sign.

Street Frontage: the measurement of the property frontage on the street where the sign will be located at the right-of-way or property line and to which the sign will be oriented.

Subdivision/Project Identification sign: means a freestanding sign that identifies a subdivision, multi-occupancy project, or neighborhood developed under one common plan of development, and is located internal to and visible from the initial point of entry to a subdivision or project from surrounding streets.

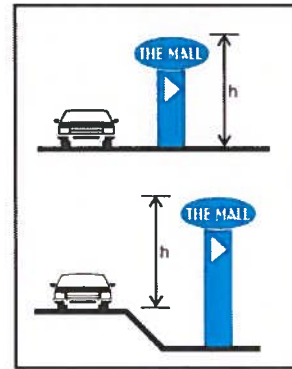


Figure 14: Sign Height



Figure 14: Temporary Signs

Temporary Sign: signs for a “temporary cause or event” that occurs only on a scheduled date or time period and for a specific purpose, regardless of whether the event is for commercial or non-commercial purposes. Examples include grand openings of new businesses, church revivals, property for sale, special events, and political campaigns. This includes sidewalk signs or A-frame signs that are moveable.

Wall Area: the total area of the wall, or connected wall sections that are generally parallel to each other, on the side of a building, or lease space within a building, that faces a street, parking area or courtyard or other similar open space. Areas of more than one wall may not be combined to calculate a larger permissible sign area for one wall. (see Figure 16)

Wall Sign: a “Wall Sign” means any sign painted on the outside of a building, or attached to, and erected parallel to the face of a building and supported throughout its length by such building.

Window Sign: a “Window Sign” means any sign installed inside or outside a building within six (6) inches of a window or on the inside surface of a window that is visible from outside the building. This term does not include merchandise located in a window.

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Wall Area is measured as length x width of the façade on which the sign is placed. The "Percentage of Wall Area" is the portion of the façade allowed to have signage expressed as a percentage of the total façade wall area. Total signage on the façade may not exceed the maximum total sign area.



Wall Area may be calculated by the leased suite area or as outlined in a Master Signage Plan, but may not exceed the maximum total square footage allowed for the façade.

Figure 156: Wall Area Computation

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13.5 GENERAL PROVISIONS

1. Sign Area
 - a. Is the measured area of a sign as defined herein. The area allowed for each zoning district or use may not exceed the amounts allowed in this chapter.
 - a. Maximum Total Sign Area shall not exceed these regulations as contained herein.

2. Wall Signs
 - a. The maximum total square footage of sign area for all wall signs is the sum of all wall signs on any elevation.
 - b. Lots fronting on two (2) or more streets are allowed the permitted wall sign area for each street frontage. However, the total sign area that is oriented to a particular street may not exceed the maximum sign area allowed on that particular street or the maximum total permitted sign area.

3. Freestanding or Ground Signs
 - a. One (1) freestanding sign per site, lot or parcel may be permitted.
 - b. Where more than one (1) business or use occupies a parcel, individual signs for individual businesses or uses may be consolidated on one (1) freestanding sign that meets the maximum total sign area limitations for a freestanding sign as provided herein.
 - c. A developed through lot which fronts on two arterials, offers site access from both arterials and is not less than three hundred (300) feet deep (the distance between the two arterials) may have two (2) freestanding signs, one located on each of the two arterials. In such cases the second freestanding sign is limited in size to not more than two-thirds (2/3) the area permitted for the first freestanding sign.
 - d. When two (2) identical sign faces are placed back to back, the sign area shall be computed by the measurement of one (1) of the faces where:
 - i. Both faces cannot be viewed from any point at the same time, and;
 - ii. Such sign faces are part of the same structure; and
 - iii. The sign faces are not more than twenty-four (24) inches apart.

4. Pedestrian and Vehicular Clearance
 - a. All signs constructed over a public or private pedestrian walkway or area where pedestrians may walk or congregate shall be constructed to provide a clearance of not less than seven (7) feet from the grade level below the sign to the lowest element of the sign structure.
 - b. Signs and sign structures projecting over vehicular access and parking areas shall be constructed to provide a clearance of not less than eight (8) feet from the grade level below the sign to the lowest element of the sign structure.

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5. Sight Distance Requirements
 - a. No sign should be placed within the sight distance triangle as required in Article 14 of this code.

6. Master Signage Plan Required
 - a. A "Master Signage Plan" is required as noted in this chapter.
 - b. This plan shall, at a minimum:
 - i. Show or outline each suite, building, and its associated façade square footages and allowed square footages.
 - ii. The total square footages and placement allowed for each suite and/or individual building within the development for freestanding signage
 - iii. The total square footages and placement allowed for each suite and/or individual building within the development for wall signage
 - iv. Materials
 - v. Illumination
 - vi. Must meet the requirements of this ordinance.
 - vii. A Master Signage Plan may be submitted and approved with any site plan or plat, or individually, and must be approved prior to the issuance of any sign permit.
 - viii. A Master Signage Plan may be revised at any time, however, any revised plan must meet the requirements of the code in force at the time of the revision.

7. Illumination
 - a. Signs may be internally or externally illuminated as noted within the text of this article.
 - b. Illuminated signs shall not be oriented such that the direction and intensity of lighting creates glare or a hazardous condition for drivers or pedestrians.
 - c. Any sign that is internally illuminated with a translucent face or sign panel may utilize "daylight" bulbs as the light source provided that no more than thirty percent (30%) of the sign face is white or light in color. Sign faces where the amount of white or light colored space exceeds thirty percent (30%) shall utilize "cool white" bulbs (or equivalent) as the light source.
 - d.
 - e. Blank sign faces and panels shall be a dark color regardless of the type of bulb utilized.

8. Spotlights
 - a. General illumination with beacons, spotlights, searchlights, and reflectors are allowed for limited periods as outlined herein. These lights should not be used as the illumination source for signage.
 - b. Spotlights will be allowed to remain illuminated no later than 10 pm on any day.

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- c. Spotlights will be allowed to remain on a site for not more than 10 days in any 365 day period.
- d. Spotlights shall remain stationary and will not rock, swing, flash or move while illuminated.
- e. Spotlights shall be positioned in such a manner that none of the light spills over onto an adjoining property or glares or shines into the eyes of motorists or pedestrians.

13.6 EXEMPT SIGNAGE

1. Public Notice Signs
 - a. Any public notice or warning issued by the city, county, state or federal government is exempt from these regulations.
2. Signs Interior to a Project or on the Interior of Buildings and Not Visible from a Right-of-Way
 - a. Signs not visible from a right-of-way or visible from the exterior of the building are exempt from these regulations. Any sign inside a building and visible from the exterior of the building that is not a window sign shall be considered a wall sign.
3. Government Signs
 - a. Permanent or temporary signs erected by or on behalf of the city, county, state or federal government identifying streets or public property, conveying public information, and directing or regulating pedestrian or vehicular traffic are exempt from these regulations.
4. Public Utility Information Signs
 - a. Informational signs of a public utility regarding its poles, lines, pipes or facilities are exempt from these regulations.
5. Address Signs
 - a. The city finds and determines that address lettering that is unreadable creates unsafe traffic situations and inhibits the provision of public services.
 - b. Address numbering is required on all structures in accordance with this section to be readable from the street. Street numbers shall have the following minimum heights:
 - i. Three (3) inches on the front door or front wall surface of a residential dwelling unit;
 - ii. Eight (8) inches on the front door or wall surface of a commercial structure;
 - iii. One and three-fourths (1.75) inches on any mailbox located adjacent to the sidewalk, curb or edge of pavement.

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13.7 SIGNS ON PUBLIC PROPERTY AND PUBLIC RIGHTS OF WAY

1. Non-Profit Street Banners
 - a. Banners advertising events of public interest sponsored by non-profit, non-commercial agencies and which are placed at street locations specifically authorized for display by the City Council may be approved.
2. Private Signs on Public Property or Right of Way
 - a. Private signs shall not be placed on any public property or right of way without an approved encroachment permit authorizing such sign or express allowance in this code. The Director may remove signs found to be in violation of this section without prior notification to the property owner. This includes signs held by humans or other devices within the right-of-way.

13.8 ALLOWED SIGNAGE

1. Applicability
 - a. Signage shall not exceed the limits as defined herein. If a sign type is not listed in that district or use, that type of signage is not allowed in that district or use. Zoning district means the district as established in Article 3, Zoning Districts. Use is more precise than the zoning district. If there is a conflict between district and use, use shall prevail.
2. Signage Allowed in Residential Uses and Districts
 - a. Applicability
 - a. This category applies to residential districts or uses in any zoning district. Signage allowed in all residential districts are described followed by specific restrictions for individual residential lots and multi-family residential uses.
 - b. Signage Allowed in All Residential Districts or Uses
 - i. Construction Signs
 - a. General Requirements
 - i. Signs must be located on private property.
 - ii. Signs must abut a public road frontage at the main entrance to the project.
 - iii. Signs must be removed prior to the issuance of the final Certificate of Occupancy, Maintenance, or Performance Guarantee as applicable.
 - iv. One sign is allowed per project.
 - v. If additional Construction Signage is preferred within an existing, established subdivision or

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project, or as part of a phased development where multiple construction signs may be desired:

1. A "Master Signage Plan" shall be required.
 2. Each secondary sign may not exceed the square footage allowed for each Construction sign.
 3. Signs may be placed only at the main entry points to the phase or sub-phase.
- vi. Shall not be internally illuminated
- b. Allowed Square Footage
 - i. Projects containing 10 or more lots or units:
 1. Maximum Square Footage: 32 sq ft.
 2. Maximum Height: 8 ft.
 - ii. Projects containing less than 10 units:
 1. Maximum Square Footage: 16 sq ft.
 2. Maximum Height: 8 ft.
- ii. Temporary Signage
 - a. Shall not exceed six (6) square feet on any sign.
 - b. Maximum height is four (4) feet.
 - c. Shall not be illuminated.
- iii. Signage on Vacant Lots
 - a. Parcels 5 acres or more: 32 sq ft.
 - b. Parcels with less than 5 acres, but over 1 acre: 16 sq ft.
 - c. Parcels 1 acre or less: 6 sq ft.
 - d. Maximum Height is eight (8) feet.
 - e. Shall not be illuminated.
- iv. Identification Signage
 - a. Must be attached to the building
 - b. Shall be mounted flush to or not project more than 4 inches from the building
 - c. Area shall not exceed 2 square feet.
 - d. Shall not be illuminated.
- v. Accessory Signs
 - a. Maximum Square Footage: 4 sq ft.
 - b. Maximum Height: 2 ft.
 - c. Minimum Setbacks: 0 ft. from all property lines, except as needed to avoid the sight triangle.
- c. Single-family Dwellings, Townhouses, Rowhouses or Mobile Homes
 - i. Subdivision Entrance Signs

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- a. Applicability: this section applies to signage identifying a development and is located internal to and visible from the initial point of entry to the neighborhood.
 - b. The size, location and design of subdivision entrance signs shall be included on the approved preliminary plat. If a subdivision sign is requested after the plat has been approved it may be approved in accordance with this section.
 - c. If a Subdivision/Project Identification Sign is preferred within an existing subdivision or as part of a phased development, a "Master Signage Plan" shall be required.
 - d. Subdivision Identification Signs must meet the following:
 - i. Not more than one (1) subdivision entrance sign shall be located at the entry to any subdivision as identified on the preliminary plat.
 - ii. Shall be a monument sign not to exceed 32 sq. ft. or 5' in height.
 - iii. If two (2) identical monument signs are used, they may not exceed sixteen (16) square feet each in size and four (4) feet in height and must be placed symmetrically on each side of an entry road.
 - iv. Subdivision entrance signs may be located in the right of way within a required median but must be outside of the paved section of the roadway.
 - v. Shall not be internally illuminated.
- ii. Individual Parcels or Lots
 - a. Applicability: This category applies to individual lots in any zoning district that are currently used for single-family, townhomes (on individual lots), or duplex uses. This does not include "condo" developments where units do not have individual lots extending away from the footprint of the unit. This section further restricts signage for these uses or districts.
 - b. Shall not be internally illuminated.
 - c. Total Maximum Signage for all signs on a property unless otherwise exempted: 8 sq. ft.
 - d. Freestanding or Ground Signs
 - i. Maximum Square Footage: 4 sq. ft.
 - ii. Maximum Height: 4 ft.
 - iii. Minimum Setbacks: 5 ft. from all property lines.

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- d. Signage Allowed for Multi-family Districts and Uses
 - i. Applicability: this category applies to multi-family developments in any zoning district with three or more residential units on a single lot and that do not fall under single-family or duplex uses. This section further restricts signage for these uses or districts.
 - ii. Allowed Signage
 - a. Total Maximum Signage for all signs on a property: 150 sq. ft.
 - b. Wall Signs Maximum Square footage: 100 sq. ft. or 5% of Wall Area, whichever is less
 - c. Freestanding or Ground Signs
 - i. Maximum Square Footage: 50 sq. ft.
 - ii. Maximum Height: 5 ft.
 - iii. Minimum Setbacks: 5 ft. front, 10 ft. side

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TABLE 13-1 RESIDENTIAL USES & DISTRICTS SIGN AREA CHART

Type of Sign or Use*	All Signs	Wall Signs		Freestanding Signs			
	Maximum Area (SF) of all signs may not exceed the maximum area allowed	Maximum Area may not exceed square footage or percentage of wall area, whichever is less		Maximum Area (sf)	Maximum Height (ft)	Front Setback (ft)	Side Setback (ft)
		Maximum Area (sf)	% of Wall Area				
1. Construction Signage, 10+ lots or units	--	--	--	32	8'	--	--
2. Construction Signage, less than 10 lots or units	--	--	--	16	8'	--	--
3. Temporary Signs	--	--	--	6	4'	--	--
4. Signage on Vacant Lots over 5 acres	--	--	--	32	8'	--	--
5. Signage on Vacant Lots less than 5 acres	--	--	--	16	8'	--	--
6. Signage on Vacant Lots 1 acre or less	--	--	--	6	4'	--	--
7. Identification Signs	--	--	--	2	--	--	--
8. Accessory Signs	--	--	--	4	2'	--	--
9. Subdivision/Project Identification Signs *	64*	--	--	32*	5'	--	--
10. Individual Single Family Parcels or Lots *	8	--	--	4	4'	5	5
11. Multi-Family Districts and Uses *	150	100	5	50	5'	5	10

Notes to Table 13-1

- “--” means that the restriction does not apply because that sign type is not allowed in that district.
- Please see the definitions to clarify how to measure these requirements.
- Abbreviations: “sq. ft.” or “SF” means square feet. “FT” or “'” means feet. “LF” means Linear Foot/Feet.
- * See text for further restrictions.

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3. Signage Allowed for Non-Residential Districts and Uses

a. **Applicability:** restrictions in this category apply to developments in any zoning district that are currently used for non-residential purposes. If a non-residential use is legally occupying a residentially zoned lot, the Director shall determine the closest applicable district and sign requirements.

b. Constructions Signs:

i. General Requirements

- a. Signs must be located on private property.
- b. Signs must abut a public road frontage at the main entrance to the project.
- c. Signs must be removed prior to the issuance of the final Certificate of Occupancy, Maintenance, or Performance Guarantee as applicable.
- d. One sign is allowed per project.
- e. If additional Construction Signage is preferred within an existing, established subdivision or project, or as part of a phased development where multiple construction signs may be desired:
 - i. A "Master Signage Plan" shall be required.
 - ii. Each secondary sign may not exceed the square footage allowed for each Construction sign.
 - iii. Signs may be placed only at the main entry points to the phase or sub-phase.
 - iv. Shall not be internally illuminated
- f. Allowed Square Footage:
 - i. Maximum Square Footage: 32 sq. ft.
 - ii. Maximum height: 8 ft.

c. Temporary Signs

i. In the Neighborhood Commercial (NC) District:

- a. Maximum Square Footage: 6 sq. ft.
- b. Maximum Height: 4 ft.

ii. In all other districts:

- a. Maximum Square Footage: 16 sq. ft.
- b. Maximum Height: 8 ft.
- c. Shall not be illuminated.

d. Signage on Vacant Lots

i. Parcels 5 acres or more:

- a. Maximum Square Footage: 32 sq. ft.
- b. Maximum height: 8 ft.

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- ii. Parcels with less than 5 acres:
 - a. Maximum Square Footage: 16 sq. ft.
 - b. Maximum height: 4 ft.
- iii. Shall not be illuminated.

- e. Identification Signage
 - i. Must be attached to the building
 - ii. Shall be mounted flush to or not project more than 4 inches from the building
 - iii. Area shall not exceed 2 square feet.
 - iv. Shall not be illuminated.

- f. Accessory Signs
 - i. Maximum Square Footage: 4 sq ft.
 - ii. Maximum Height: 2'
 - iii. Minimum Setbacks: 0' from all property lines, except as needed to avoid the sight triangle.
 - iv. Shall not be illuminated.

- g. Window Signs
 - i. No window sign shall obscure more than fifty (50) percent of the total window area on any single facade.
 - ii. Window signs should not completely obscure the view into the business or office except as allowed herein.
 - iii. Window signs shall count towards the total allowed square footage of signage allowed on any parcel or building.
 - iv. Window tinting or frosting with no design, words, or any other graphic that could be considered a sign would not qualify as a window sign.

- h. Subdivision/Project Identification Signs
 - i. The size, location and design of subdivision entrance signs may be included on the approved site plan. If a sign is requested after the plat or plan has been approved it may be approved in accordance with this section.
 - ii. Shall be a monument sign not to exceed 32 sq. ft. or 5' in height.
 - iii. If a Subdivision/Project Identification Sign is preferred within an existing subdivision or as part of a phased development, a "Master Signage Plan" shall be required.
 - iv. Not more than one (1) subdivision entrance sign or signs shall be located each entrance to any project.
 - v. If two (2) identical monument signs are used, they may not exceed sixteen (16) square feet each in size or four (4) feet in height and must be placed symmetrically on each side of an entry road.

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- vi. Subdivision/Project entrance signs may be located in the right of way within a required median but must be outside of the paved section of the roadway.
- i. Special Provisions for Shopping Centers
 - i. A Master Signage Plan is required for any new shopping centers permitted after January 1, 2020. A Master Signage Plan is recommended for existing Shopping Centers.
 - ii. Maximum Square Footage: 1000 sq. ft. or 10% of wall area, whichever is least.
 - iii. Wall Sign Maximum Square Footage: 1000 sq. ft. or 5% of ground floor area, 1 sq. ft. per linear foot of street frontage, whichever is least.
 - iv. Freestanding Signage:
 - a. Maximum Square Footage: 150 sq. ft. or 0.5 sq. ft. per linear foot of street frontage, whichever is less.
 - b. Maximum Height: 25 ft.
 - c. Minimum Setbacks: 5 ft. front, 10 ft. side
- j. Menu Boards
 - i. Maximum Square Footage: 32 sq ft.
 - ii. Maximum Height: 8 ft.
 - iii. Must be located to the side or the rear of the building.
 - iv. May be internally illuminated, however, no light from the menu board should be easily visible from any surrounding residential use.
 - v. Lighting must be turned off when the business is closed.
 - vi. May be exempt if not visible from any public right-of-way, whether internal or external to the project.
- k. Canopy or Awning Signs
 - i. A canopy or awning may be used as a sign surface only if:
 - a. No wall sign is included on the same facade.
 - b. The message does not extend in any direction above, below or beyond the canopy edge.
 - c. The message is an integral part of the canopy or awning covering.
 - d. Signage on the canopy or awning sign does not exceed one-half ($\frac{1}{2}$) of the area bounded by the edges of the canopy or awning visible from the public right of way. (If the only signage for the building is on the fringe drip-flap portion of the canopy, the entire portion of said area may be utilized for signage.)

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- I. Electronic Readerboards
 - i. Shall be used only in the Office Commercial (OC), General Commercial (GC), Thoroughfare Commercial (TC), and Industrial (IND) districts.
 - ii. Shall not exceed 50% of the sign area of which it is a part.
 - iii. Must have a dark or black background.
 - iv. Shall not display any animation, scrolling, flashing, or the appearance of animation or other prohibited sequence of lighting.
 - v. Electronic Readerboards are prohibited in the Neighborhood Preservation Overlay.

- m. Changeable Copy
 - i. Shall be used only in the Office Commercial (OC), General Commercial (GC) and Thoroughfare Commercial (TC) districts.
 - ii. Must be part of a larger wall or freestanding sign.
 - iii. Shall not exceed 30% of the sign area of which it is a part.
 - iv. Changeable Copy signs are prohibited in the Georgia Avenue and Neighborhood Preservation Overlay.

- n. Maximum Total Square Footage of All Signage on a Non-Residential Parcel or Lot
 - i. Zoning Districts
 - a. Neighborhood Commercial (NC):
 - i. Maximum Square Footage: 200 sq ft. or 4% of ground floor area, or 3 sq ft per linear foot of street frontage, whichever is least.
 - b. Office Commercial (OC):
 - i. Maximum Square Footage: 300 sq ft. or 6% of ground floor area, or 3 sq ft per linear foot of street frontage, whichever is least.
 - c. General Commercial (GC) and Thoroughfare Commercial (TC):
 - i. Maximum Square Footage: 300 sq ft. or 10% of ground floor area, or 3 sq ft per linear foot of street frontage, whichever is least.
 - d. Industrial (IND) Districts
 - i. Maximum Square Footage: 300 sq. ft. or 2% of ground floor area, or 3 sq. ft. per linear foot of street frontage, whichever is less.

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- ii. Overlay Districts
 - a. Neighborhood Preservation Overlay
 - i. Maximum Square Footage: 200 sq ft. or 6% of ground floor area, or 3 sq ft per linear foot of street frontage, whichever is least.
 - b. Highway Corridor Overlay
 - i. Maximum Square Footage: 300 sq ft. or 10% or 6 sq ft per linear ft of frontage, whichever is least.
 - c. Georgia Avenue Overlay
 - i. Maximum Square Footage: 100 sq ft. or 10% or 6 sq ft per linear ft of frontage, whichever is least.
- o. Wall Signs
 - i. Zoning Districts
 - a. Neighborhood Commercial (NC):
 - i. Maximum Square Footage: 160 sq ft., or 10% of wall area, whichever is less.
 - b. Office Commercial (OC), General Commercial (GC) and Thoroughfare Commercial (TC):
 - i. Maximum Square Footage: 300 sq ft., or 10% of wall area, whichever is less.
 - c. Overlay Districts
 - i. Neighborhood Preservation Overlay
 - i. Maximum Square Footage: 160 sq ft.
 - ii. Signs shall not be internally illuminated.
 - iii. Externally illuminated signs and signs in which the letters or graphics are constructed of neon tubing are permitted.
 - d. Highway Corridor Overlay
 - i. Maximum Square Footage: 300 sq ft. or 10% of wall area, whichever is less.
 - e. Georgia Avenue Overlay
 - i. Maximum Square Footage: 100 sq ft. or 7% of wall area, whichever is less.
 - ii. Freestanding Signs
 - i. Zoning District
 - a. Neighborhood Commercial (NC):
 - i. Maximum Square Footage: 60 sq. ft. or 0.25 sq. ft. per linear foot of street frontage, whichever is less.
 - ii. Maximum Height: 10'
 - iii. Minimum Setbacks: 5' front, 10' side.

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- b. Office Commercial (OC):
 - i. Maximum Square Footage: 100 sq. ft. or 0.5 sq. ft. per linear foot of street frontage, whichever is less.
 - ii. Maximum Height: 12'
 - iii. Minimum Setbacks: 5' front, 10' side
 - c. General Commercial (GC):
 - i. Maximum Square Footage: 100 sq. ft. or 0.5 sq. ft. per linear foot of street frontage, whichever is less.
 - ii. Maximum Height: 20'
 - iii. Minimum Setbacks: 5' front, 10' side
 - d. Thoroughfare Commercial (TC):
 - i. Maximum Square Footage: 100 sq. ft. or 1 sq. ft. per linear foot of street frontage, whichever is less.
 - ii. Maximum Height: 25'
 - iii. Minimum Setbacks: 5' front, 10' side
 - e. Industrial (IND) Districts
 - i. Maximum Square Footage: 150 sq. ft. or 0.5 sq. ft. per linear foot of street frontage, whichever is less.
 - ii. Maximum Height: 20'
 - iii. Minimum Setbacks: 5' front, 10' side
- ii. Overlay Districts
- a. Highway Corridor Overlay
 - i. Maximum Square Footage: 100 sq ft. or 0.5 sq ft per linear foot of street frontage, whichever is less.
 - ii. Maximum Height: 25'
 - iii. Minimum Setbacks: 5' front, 10' side
 - b. Neighborhood Preservation Overlay
 - i. Maximum Square Footage: 60 sq ft. or 0.5 sq ft per linear foot of street frontage, whichever is less.
 - ii. Maximum Height: 10 ft.
 - iii. Minimum Setbacks: 5 ft front, 5 ft side
 - iv. Signs shall not be internally illuminated.
 - v. Externally illuminated signs and signs in which the letters or graphics are constructed of neon tubing are permitted.
 - c. Georgia Avenue Overlay
 - i. Maximum Square Footage: 20 sq ft. or 0.25 sq ft. per linear foot of street frontage, whichever is less.
 - ii. Maximum Height: 8 ft.
 - iii. Minimum Setbacks: 0 ft.
 - iv. Signs shall not be internally illuminated.

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TABLE 13-2 NON-RESIDENTIAL SIGN AREA CHART (USE OR ZONE)

A	All Signs			Wall Signs		Freestanding Signs				Maximum SF, if not otherwise specified
	Maximum TOTAL SF of all signs is the lesser of B, or C, or D			Maximum SF is the lesser of E or F		Maximum SF is the lesser of G or H				
	B	C	D	E	F	G	H	I	J	
Use or Zoning District*	Maximum Area (sf)	% of Ground Floor Area	Total sign area Per Linear Foot of Frontage	Maximum Area (sf)	% of Wall Area	Maximum Area (sf)	Freestanding Sign Area per foot of Linear Frontage (sf)	Maximum Height (ft)	Front/Side Setbacks (ft)	Maximum Area (SF)
1. Construction Signage	--	--	--	--	--	--	--	--	--	32
2. Temporary Signs	--	--	--	--	--	--	--	--	--	16
3. Temporary Signs, NC District	--	--	--	--	--	--	--	--	--	6
4. Vacant Lots over 5 acres	--	--	--	--	--	--	--	--	--	32
5. Vacant Lots less than 5 acres	--	--	--	--	--	--	--	--	--	16
6. Identification	--	--	--	--	--	--	--	--	--	2
7. Accessory Signs	--	--	--	--	--	--	--	--	--	4
8. Window Signs	--	--	--	--	--	--	--	--	--	50% of window area
9. Subdivision/Project Identification Signs	--	--	--	--	--	32	--	5	--	--
10. Shopping Centers	1,000	5	1	1,000	10	150	0.50	25	5/10	16
11. Menu Boards	--	--	--	--	--	--	--	--	--	32
12. Canopy Signs	--	--	--	--	--	--	--	--	--	50% of canopy
13. Electronic Readerboards	--	--	--	--	--	--	--	--	--	50% of sign area
14. Changeable Message Signs	--	--	--	--	--	--	--	--	--	30% of sign area
15. Neighborhood Commercial (NC)	200	4	3	160	10	60	0.25	10	5/10	6
16. Office Commercial (OC)	300	6	3	300	10	100	0.50	12	5/10	16
17. General Commercial (GC)	300	10	3	300	10	100	0.50	20	5/10	16
18. Thoroughfare Commercial (TC)	300	10	3	300	10	100	1	25	5/10	16
19. Highway Corridor Overlay (HC)	300	10	6	300	10	100	0.50	25	5/10	16
20. Neighborhood Preservation Overlay (NP)	200	6	3	160	--	60	0.50	10	5/5	6
21. Georgia Avenue Overlay (GA)										
22. Industrial (IND)	300	2	3	--	--	150	0.50	20	5/10	16

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

Notes to Table 13-2

- "--" means that the restriction does not apply because that sign type is not allowed in that district.
- Please see the definitions to clarify how to measure these requirements.
- Abbreviations: "sq. ft." or "SF" means square feet. "FT" or "' ' " means feet. "LF" means Linear Foot/Feet.
- *See text for further restrictions.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

4. Signage Allowed in Downtown District
 - a. Applicability: any property zoned "D, Downtown," regardless of the use of the property.
 - b. Maximum Total Square Footage of Signage
 - i. Maximum Square Footage: 200 sq. ft. or 3 sq. ft. per linear foot of street frontage, whichever is less.
 - c. Illumination:
 - i. Signs shall not be internally illuminated.
 - ii. Externally illuminated signs and signs in which the letters or graphics are constructed of neon tubing are permitted.
 - iii. Illuminated signs shall not be oriented such that the direction and intensity of lighting creates glare or a hazardous condition for drivers or pedestrians.
 - iv. Plastic box signs and signs constructed primarily of plastic are not permitted. Plastic and vinyl lettering are permitted.
 - d. Constructions Signs:
 - i. General Requirements
 - a. Signs must be located on private property.
 - b. Signs must abut a public road frontage at the main entrance to the project.
 - c. Signs must be removed prior to the issuance of the final Certificate of Occupancy, Maintenance, or Performance Guarantee as applicable.
 - d. One sign is allowed per project.
 - i. If additional Construction Signage is preferred within an existing, established subdivision or project, or as part of a phased development where multiple construction signs may be desired:
 - a. A "Master Signage Plan" shall be required.
 - b. Each secondary sign may not exceed the square footage allowed for each Construction sign.
 - c. Signs may be placed only at the main entry points to the phase or sub-phase.
 - e. Shall not be internally illuminated
 - f. Allowed Square Footage:
 - i. Maximum Square Footage: 32 sq ft.
 - ii. Maximum height: 8 ft.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

e. Temporary Signs

- i. Maximum Square Footage: six (6) square feet
- ii. Maximum Height: 4 ft.
- iii. Shall not be illuminated.
- iv. Temporary signs may be placed in the public right-of-way if they meet the following:
 - a. Must be placed on the sidewalk.
 - b. Shall not be more than 20' from the public entrance of a business
 - c. Shall not restrict free movement of the public road or sidewalk and maintain a free a walkway of not less than five (5) feet at all times.
 - d. Shall be removed from the sidewalk when the business is closed.

f. Signage on Vacant Lots

- i. Parcels 5 acres or more:
 - a. Maximum square feet: 32 sq. ft.
 - b. Maximum height: 8 ft.
- ii. Parcels with less than 5 acres: 16 sq. ft.
 - a. Maximum height: 4 ft.
- iii. Shall not be illuminated.

g. Identification Signage

- i. Must be attached to the building
- ii. Shall be mounted flush to or not project more than 4 inches from the building
- iii. Area shall not exceed 2 square feet.
- iv. Shall not be illuminated.

h. Accessory Signs

- i. Maximum Square Footage: 4 sq. ft.
- ii. Maximum Height: 2 ft.
- iii. Minimum Setbacks: 0 ft. from all property lines, except as needed to avoid the sight triangle.
- iv. Shall not be illuminated.

i. Window Signs

- i. No window sign shall obscure more than fifty (50) percent of the total window area on any single facade.
- ii. Window signs should not completely obscure the view into the business or office except as allowed herein.
- iii. Window signs count towards the total allowed square footage of signage allowed on any parcel or building.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

- iv. Window tinting or frosting with no design, words, or any other graphic that could be considered a sign would not qualify as a window sign.
 - v. Window signs may be painted on the inside of the window. Rigid plastic sheets with paint or vinyl lettering are permitted as window signs.
 - vi. Window signs shall not be internally illuminated.
 - vii. Window signs in which the letters or graphics are constructed of neon tubing are permitted.
- j. Menu Boards
- i. Maximum Square Footage: 32 sq ft.
 - ii. Maximum Height: 8 ft.
 - iii. Must be located to the side or the rear of the building.
 - iv. May be internally illuminated, however, no light from the menu board should be easily visible from any surrounding residential use.
 - v. Lighting must be turned off when the business is closed.
 - vi. May be exempt if not visible from any public right-of-way, whether internal or external to the project.
- k. Wall Signs
- i. Wall signs shall be placed in existing architectural sign panels integral to the building facade when such a sign panel exists.
 - ii. Maximum Square Footage: 100 sq ft., or 10% of wall area, whichever is less.
- l. Projecting Signs
- i. Projecting signs shall be extended no more than six (6) feet from the building to which it is affixed.
 - ii. Only one (1) projecting sign is permitted per building frontage, provided, however, that multi-tenant buildings in non-residential districts may include one (1) projecting sign per tenant in addition to wall signs, and provided that such signs are spaced not closer than twenty (20) feet horizontally from another projecting sign.
 - iii. A projecting sign shall not exceed 12 sq. ft.
 - iv. Signs that project into the right-of-way must have an encroachment permit as required by the City of North Augusta or SCDOT, as applicable.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

m. Canopy or Awning Signs

- i. A canopy or awning may be used as a sign surface only if:
 - a. No wall sign is included on the same facade.
 - b. The message does not extend in any direction above, below or beyond the canopy edge.
 - c. The message is an integral part of the canopy or awning covering.
 - d. Signage on the canopy or awning sign does not exceed one-half ($\frac{1}{2}$) of the area bounded by the edges of the canopy or awning visible from the public right of way. (If the only signage for the building is on the fringe drip-flap portion of the canopy, the entire portion of said area may be utilized for signage.)

n. Marquee Signs

- i. A building is permitted one marquee sign in addition to a wall sign.
- ii. A marquee sign shall not be permitted if the building employs a freestanding, monument, canopy or awning sign.
- iii. The maximum sign surface shall not exceed five percent (5%) of the building facade or wall area to which the sign is attached, up to a maximum of twenty (20) square feet. The maximum area shall be measured as a percentage of the wall or façade to which the sign is attached, whichever results in a smaller area.
- iv. Alternate designs for marquee signage may be considered as Iconic Signs and may follow the process for approval of iconic signs.

o. Freestanding or Ground Signs

- i. One (1) sign per building may be located in lieu of a canopy sign if a wall or canopy sign does not provide adequate visibility.
- ii. The sign may be located on the sidewalk in the right of way if an encroachment permit or agreement required by the city and SCDOT has been approved and issued.
 - a. The sign shall not exceed eight (8) feet in height.
 - b. The pole and base of such signs shall be constructed of decorative black, or other approved dark color, metal. No portion of the shaft shall have a diameter exceeding ten (10) inches.
 - c. The sign panel or message area shall not exceed twenty (20) square feet in area.
 - d. The sign shall not obstruct or interfere with pedestrian traffic, parking or lines of sight required for traffic safety (sight triangle).

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

- iii. Monument Signs – Ground mounted or monument signs are permitted under the following conditions:
 - a. Such signs shall not exceed five (5) feet in height and twenty (20) square feet in area.
 - b. Such signs shall not be located within the public right of way.
 - c. Such signs shall be set back from the right of way no less than one (1) foot. (Rev. 5-21-12; Ord. 2012-08)
 - d. Such signs shall not obstruct or interfere with pedestrian traffic, parking or lines of sight required for traffic safety (sight triangle).

- p. Electronic Readerboards
 - i. Shall not exceed 50% of the sign area of which it is a part
 - ii. Must have a dark or black background.
 - iii. Shall not display any animation, scrolling, flashing, or the appearance of animation or other prohibited sequence of lighting.
 - iv. Electronic Readerboards are prohibited in the Neighborhood Preservation Overlay.

- q. Changeable Copy
 - i. Must be part of a larger wall or freestanding sign
 - ii. Shall not exceed 30% of the sign area of which it is a part.
 - iii. Changeable Copy signs are prohibited in the Georgia Avenue and Neighborhood Preservation Overlay.

- r. Iconic Signs
 - i. Iconic Signage may be installed in lieu of any allowed signage on any building in the Downtown District after review and approval by the North Augusta City Council until such time as a Design or Architectural Review Board are in place. After approval, all signs must be properly permitted through Planning and Development and the Building Standards Department, as applicable.
 - ii. Iconic Signage may encroach on public right-of-way if an encroachment agreement is issued by the City Engineer.
 - iii. These signs may be illuminated externally, internally, or with neon. Signs utilizing illumination that radiates a glare or light greater than one half foot-candle at the property line on which the sign is located are prohibited.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

s. Public Art

- i. Public Art may be installed in the Downtown District after review and approval by the North Augusta City Council until such time as a Design or Architectural Review Board are in place. After approval, all art must be properly permitted through Planning and Development and the Building Standards Department, as applicable.**
- ii. Public Art may encroach on public right-of-way if an encroachment agreement is issued by the City Engineer.**

t. Murals

- i. Murals may be painted on any wall in the Downtown District after review and approval by the North Augusta City Council until such time as a Design or Architectural Review Board are in place. After approval, all art must be properly permitted through Planning and Development and the Building Standards Department, as applicable.**

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

TABLE 13-3 DOWNTOWN SIGN AREA CHART

A Type of Signage*	All Signs			Wall Signs		Freestanding Signs				Maximum SF K
	Maximum TOTAL SF of all signs is the lesser of B, or C, or D			Maximum SF is the lesser of E or F		Maximum SF is the lesser of G or H				
	B	C	D	E	F	G	H	I	J	
	Maximum Area (sf)	% of Ground Floor Area	Total sign area Per Linear Foot of Frontage	Maximum Area (sf)	% of Wall Area	Maximum Area (sf)	Freestanding Sign Area per foot of Linear Frontage	Maximum Height (ft)	Front/Side Setbacks (ft)	Maximum Area (sf)
1. Construction Signage	--	--	--	--	--	--	--	--	--	32
2. Temporary	--	--	--	--	--	--	--	--	--	6
3. Vacant Lots 5 acres or more	--	--	--	--	--	--	--	--	--	32
4. Vacant lots under 5 acres	--	--	--	--	--	--	--	--	--	16
5. Identification	--	--	--	--	--	--	--	--	--	2
6. Accessory	--	--	--	--	--	--	--	--	--	4
7. Window	--	--	--	--	--	--	--	--	--	50% of window area
8. Menu Boards	--	--	--	--	--	--	--	--	--	32
9. Wall	--	--	--	100	10	--	--	--	--	--
10. Projecting	--	--	--	--	--	--	--	--	--	12
11. Canopy or Awning	--	--	--	--	--	--	--	--	--	50% of canopy
12. Marquee	--	--	--	--	--	--	--	--	--	20 sf or 5% of marquee façade
13. Free Standing/Ground	100	10	6			20	.5	8	0/0	--
14. Electronic Readerboard	--	--	--	--	--	--	--	--	--	50% of sign
15. Changeable Copy	--	--	--	--	--	--	--	--	--	30% of sign
16. Iconic										
17. Public Art										
18. Murals										

Notes to Table 13-3

- "--" means that the restriction does not apply because that sign type is not allowed in that district.
- Please see the definitions to clarify how to measure these requirements.
- Abbreviations: "sq. ft." or "SF" means square feet. "FT" or "' " means feet. "LF" means Linear Foot/Feet.
- *See text for further restrictions.

ARTICLE 13: SIGNS (EXHIBIT A for City Council 11-18-19)

5. Signage for Special Zoned Districts
 - a. For districts listed in Article 3 as “Special Districts” and not otherwise regulated under other sections of this article, the total allowed square footage may be coordinated between uses with a Master Signage plan. The total square footage allowed shall not exceed the total square footage allowed for any use.
 - b. “Use Patterns” as regulated in Article 2 should be calculated based on the use of the property and the most closely related zoning district restrictions as determined by the Director of Planning and Development.
 - c. Public District signage shall be determined by the City Council.

13.9 PROHIBITED SIGNS

1. Flashing Signs: Any sign which displays intermittent or flashing illumination which changes more than once in any thirty (30) second period is prohibited.
2. Portable Signs: Any portable sign, except when used as a temporary sign as permitted in these regulations, is prohibited.
3. Signs Attached to Fences, Poles, Trees: Any sign or advertising device attached to or painted on a fence, power or telephone pole, tree, stone or any other natural object is prohibited.
4. Roof Signs.
5. Fluttering Signs: Any fluttering ribbon and any banner or similar device is prohibited.
6. Illuminated Tubing: Any illuminated tubing outlining property lines, open sales areas or parking areas is prohibited. Illuminated tubing that is attached and integral to an original architectural detail of a building is permitted.
7. Inflatable Signs or Decoration: Any inflatable sign or sign affixed to a tethered balloon, where such sign is visible from the property line, is prohibited.
8. Reflective Paint and Lighting: Any sign with “day-glow” or highly reflecting coloring, paint or lighting or any sign that conflicts or may conflict with traffic flow or the visibility of vehicle drivers or pedestrians is prohibited.
9. Strobe Lights: Any strobe light or very bright light, moveable or non-moveable that is visible from any adjacent property or right-of-way for the purpose of attracting attention to a location is not permitted.
10. Billboards.
11. Multi-faced Signs.
12. Any sign within the right-of-way except as expressly allowed herein.

**Sign and Master Signage Plan
Zoning Review Application
North Augusta Development Code Article 13**



Type of Review Requested:

Freestanding Wall Master Signage Plan Sign Re-facing Other

Please complete both pages of this application. All fees must be paid prior to issuance of any approval. Approval of this application does not include permission to install the sign if any Building or Electrical Permits are required. Building Standards may be contacted at (803) 441-4226.

Applications may be submitted in person, by mail, or via email at planning@northaugusta.net.

Submittal Requirements

Master Signage Plan :

- Show or outline each suite, building, and its associated façade square footages and allowed square footages
- The total square footage and placement allowed for each suite and/or individual building within the development for freestanding signage
- The total square footages and placement allowed for each suite and/or individual building within the development for wall signage
- Materials
- Illumination
- A Master Signage Plan may be submitted and approved with any site plan or plat, or individually, and must be approved prior to the issuance of any sign permit when required
- A Master Signage Plan may be revised at any time, however, any revised plan must meet the requirements of the code in force at the time of the revision.

Wall Signs:

- Elevations of building wall where sign will be placed showing square footage
- Location of proposed signs, drawn to scale, on the wall (include appropriate dimensions)
- Sign dimensions, including dimensions of individual letters and graphics

Freestanding Signs:

- Sign dimensions, including dimensions of individual letters and graphics
- A site plan showing the location and dimensions of boundary lines, easements, required yards and setbacks, and the location of existing buildings and structures (including any existing sign structures)
- Clearly marked distances between monument sign and property lines and structures

Staff Use Only

Date Received: _____ Fee: _____ Permit #: _____
Approved/Denied: _____ Date: _____

Owner Information

Owner Name: _____
Address: _____
Phone: _____ Email : _____

Applicant Information

Applicant Name: _____ Date : _____
Address: _____
Phone: _____ Email: _____

The applicant hereby certifies that he/she is authorized to make this application and that all the information contained on this application is true and correct to the best of his/her knowledge. Any sign installed in violation of this application will be subject to code enforcement as specified in the North Augusta Municipal Code.

Signature/Title: _____

Property and Project Information

Project Location: _____
Parcel(s): _____
Illumination: Internal External No
Is the sign subject to a Master Signage Plan: Yes No
Does the sign require a building or electrical permit: Yes No

ATTACHMENT #13

RESOLUTION NO. 2019-36
A RESOLUTION DIRECTING THE CITY ADMINISTRATOR TO FILE AN
APPLICATION REQUESTING REZONING OF LAND LOCATED AT
311 W. MARTINTOWN ROAD

WHEREAS, the City of North Augusta recently purchased property at 311 W. Martintown Road (parcels 007-07-07-001, 007-07-07-002 and 007-07-07-003) consisting of 2.81 acres; and

WHEREAS, the City of North Augusta intends to build a fire station on referenced property (specifically, fire station #1); and

WHEREAS, the property is currently zoned R-14 (Large Lot Single Family Residential) but needs to be rezoned to P (Public Use District) which has a permitted use of fire services.

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 directed as follows:

1. To file the appropriate application with the Department of Planning and Development requesting rezoning of property located at 311 W. Martintown Road from R-14 to P.
2. The City Administrator is further authorized to execute any documents necessary to make this application as well as submit any documents or information as required to allow the request to proceed.

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

SIGNED BY:

ROBERT A. PETTIT, MAYOR

ATTESTED BY:

SHARON LAMAR, CITY CLERK

ATTACHMENT #14

RESOLUTION NO. 2019-37

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH MUNICAP, INC. TO PROVIDE SPECIALIZED SERVICES RELATED TO THE ADMINISTRATION OF SPECIAL ASSESSMENTS ON PARCELS OF REAL PROPERTY WITHIN THE BALLPARK VILLAGE MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the City of North Augusta authorized the creation of the Ballpark Village Municipal Improvement District (the "District") via Ordinance 2016-23, and

WHEREAS, the City approved imposition of special assessments on parcels of real property within the District to fund certain public improvements, and

WHEREAS, the City will need specialized services related to the administration of the assessments in the District, and

WHEREAS, an assessment consultant has expertise to provide these specialized and other related services, and

WHEREAS, the City already has an established relationship with MuniCap, Inc. from the Series 2017B bond issuance and the simultaneous creation of the District, and

WHEREAS, the Mayor and City Council find that the authorization of such agreement is 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 the Interim City Administrator shall be authorized to enter into an agreement with MuniCap, Inc. to administer special assessments in the District.

BE IT FURTHER RESOLVED that the funding source for this agreement shall be from revenue streams generated in the District and be billed as appropriate to those parcels of real property within the District requiring special assessments.

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

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

**AGREEMENT FOR
ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into as of the last date specified below by and between **MUNICAP, INC.** ("Assessment Consultant") and the **THE CITY OF NORTH AUGUSTA** (the "CITY").

WHEREAS, the CITY has approved the imposition of special assessments on parcels of real property within the Ballpark Village Municipal Improvement District (the "District") to fund certain public improvements; and

WHEREAS, the CITY will need specialized services related to the administration of the Assessments, as more fully set forth in this Agreement; and

WHEREAS, the CITY has approved the issuance of a borrowing that will be supported by the Assessments (the "Bonds") to finance certain public improvements; and

WHEREAS, the CITY will need specialized services related to the administration of the Assessments, the District and the Bonds, as more fully set forth in this Agreement; and

WHEREAS, Assessment Consultant has expertise to provide these specialized services and other related services;

NOW, THEREFORE, In consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the Assessment Consultant and the CITY agree as follows:

1. Following signature by both parties, this Agreement shall become effective. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the documents approved by the City that established the Assessments, including the Rate and Method of the Apportionment of Assessment A and the Rate and Method of Apportionment of Assessment B.

2. (a) Assessment Consultant shall provide financial and administrative services to the CITY related to the Assessments and Bonds as described in Exhibit A, which is attached and incorporated by reference.

(b) Assessment Consultant will supply all tools and means necessary to the performance of those services and production of those work products described in Exhibit A.

(c) As a part of the work and services to be performed, Assessment Consultant shall furnish intermediate reports to the CITY from time to time, when requested, in such form and number as may be required by the CITY, and shall make such final reports as may be required by the CITY concerning the work and services performed,

(d) Should any errors caused by Assessment Consultant be found in any services or work products, Assessment Consultant will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

(e) The work and services shall be performed personally by Assessment Consultant and no other person or corporation shall be engaged for the work or services by Assessment Consultant, except upon the written approval of the CITY, provided, however, that this provision shall not apply to secretarial, clerical, and similar incidental services needed by Assessment Consultant.

3. Assessment Consultant's compensation for these services shall be as provided for in Exhibit B attached and incorporated by reference.

4. The CITY shall provide access to all documents reasonably necessary to the performance of Assessment Consultant's duties under this Agreement. All such documents shall remain the property of the CITY. Except as may be necessary for the performance of this Agreement, and to the extent not generally known as available to the public, the Assessment Consultant shall not use or disclose information concerning the CITY without prior written consent of the CITY.

5. Assessment Consultant may not disclose information relating to the work and services performed under this Agreement to any person not entitled to receive it.

6. In performance of work and services under this Agreement, Assessment Consultant shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint ventures as between the CITY and Assessment Consultant.

7. This Agreement shall terminate upon the formal termination of the imposition and collection of the Assessments on all Parcels within the District. This Agreement may be canceled upon the completion of the services for any year with or without cause effective on 60 days notice.

8. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail and shall be effective upon confirmation of receipt. Mailed notices shall be addressed to the parties at the addresses appearing below, or such other address as given by written notice from one party to the other.

To Assessment Consultant:
MuniCap, Inc.
8965 Guilford Road
Suite 210
Columbia, Maryland 21046
Attention: President

To CITY:
City of North Augusta
100 Georgia Avenue
North Augusta, SC 29841-3843
Attention: City Manager
tglover@northaugusta.net

9. This Agreement, including the Exhibits, supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the

parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any modification to an Exhibit) will be effective if it is in writing and signed by the parties to this Agreement.

10. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.

11. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13. Assessment Consultant is registered as a “municipal advisor” under Section 15B of the Securities Exchange Act of 1934 and rules and regulations adopted by the Securities Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”). Pursuant to MSRB Rule G-10, Assessment Consultant (MuniCap, Inc.) is required to provide the CITY with the following information.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Assessment Consultant has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to CITY in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this agreement, Assessment Consultant will provide information concerning any material conflicts of interest in the form of a written supplement to this agreement.

As part of this registration, Assessment Consultant is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Assessment Consultant.

As part of this registration, the Assessment Consultant is required to disclose any legal or disciplinary event that is material to the CITY’s evaluation of Assessment Consultant or the integrity of its management or advisory personnel. Assessment Consultant has determined that no such event exists.

Copies of Assessment Consultant filings with the SEC are available via the SEC’s EDGAR system by searching “Company Filings,” which is available via the Internet at:

<https://www.sec.gov/edgar/searchedgar/companysearch.html>.

Search for “MuniCap” or for Assessment Consultant’s CIK number, which is 000161774.

IN WITNESS WHEREOF this Agreement has been agreed to, accepted and executed as of this _____ day of _____, 2019.

MUNICAP, INC.

By: _____
Keenan Rice
President

CITY OF NORTH AUGUSTA

By: _____
Todd Glover
City Manager

Exhibit A – Scope of Services
Exhibit B – Fee Schedule

EXHIBIT A

Scope of Services

The Assessment Consultant shall provide services to the CITY in accordance with this scope of services. The following services are typically provided by Assessment Consultant for similar special assessment districts, but all services are provided on an as requested basis. There are seven sections to this scope of services relating to seven general types of administration services provided. These sections are as follows: (i) administrative services related to the special assessments, (ii) special assessment delinquency management, (iii) prepayment of special assessments, (iv) arbitrage rebate services, (v) continuing disclosure services, (vi) IRS compliance monitoring and (vii) services relating to other revenues, including tax increment finance revenues, that may be utilized for the Bonds and or may impact the District. Certain services (IV through VI) are only relevant to the extent that the CITY requests the services. The seven specific service types expected to be provided by the Assessment Consultant are described below.

Upon request, and as additional services billed on an hourly basis, Consultant shall provide additional services to assist with matters related to the District. All services are provided on an as requested basis. The services provided herein do not include conducting due diligence on information provided to or used by Consultant. Consultant will not rely on information that Consultant does not believe to be reasonable and valid, but Consultant will not investigate the validity of information unless requested to so as additional work. Consultant's services do not include any services not specified herein or specified at the time additional services are requested, including review of legal, engineering and land use issues.

I. **ADMINISTRATIVE SERVICES RELATED TO THE SPECIAL ASSESSMENTS**

Administrative and management support services are those services associated with the annual determination of the special assessments to be collected from the property subject thereto, management of assessment funds and accounts and providing public information.

A. **Calculate the Annual Payment**

This task entails determining the Annual Payment of the special assessments to be collected from each parcel and includes the following sub-tasks:

1. **Background Research**

This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the Annual Payment and includes the following:

- (a) **Subdivision Research:** Identify parcel subdivisions and any other information relevant to the collection of the Annual Payment.
- (b) **Assessor's Parcel Research:** Upon publication of property tax roll, review the Aiken County Assessor's parcel maps to compile a list of the parcels that will be valid for the collection of the Annual

Payment.

- (c) **Ownership/Exempt Property Research:** Research changes in ownership and dedication and offers of dedication of real property to public agencies and other exempt uses. Identify date real property conveyed or offered to exempt entities.
- (d) **Database Management:** Prepare database to include all relevant property characteristics for the parcels in the District.

2. **Calculate the Annual Payment to be Collected**

This task involves calculating the Annual Payment to be collected and includes the following sub-tasks:

- (a) **Preparation of the Annual Revenue Requirement:** Prepare a calculation of the Annual Revenue Requirement for the subsequent year.
- (b) **Calculate Other Funds Available:** Calculate other funds available, such as tax increment revenues, excess revenues from prior years, reserve fund income and other funds relating to the Bonds.
- (c) **Calculate the Annual Parcel Credit:** Calculate the Annual Parcel Credit for the parcels within the District on the basis of the Rate and Method of Apportionment of Special Assessments.

3. **Determine Updates to the Assessment Roll**

This task involves determining the updates to the special assessment roll and making those amendments pursuant to the Rate and Method of Apportionment of Special Assessments.

4. **Preparation of Report**

This task involves the preparation of an annual assessment report explaining, among other things, the research, methodology and assumptions utilized in preparation of the Annual Revenue Requirement, the Annual Payment to be collected and amendments to the special assessment roll.

5. **Support Services Related to Billing of Annual Payments**

- (a) **Present Findings to the City:** The report prepared by the Assessment Consultant will be provided to the CITY for its approval.
- (b) **Provide to City:** The Assessment Consultant shall assist the CITY with the necessary distribution of the amounts of the Annual Payments to be collected each year to process the proper billing of the Assessments.

- (c) **Supplemental Billing:** The Assessment Consultant shall assist the City with any supplemental billing that should be necessary.

B. Administration of Funds

This task involves the review and reconciliation of the accounting and account statements relating to the Assessment revenues and Bond related funds. The accounts and transactions are checked for accuracy and consistency with the Bond Indenture.

C. Public Information

This task involves responding to inquiries from property owners and other interested parties who have questions regarding the Assessments. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property subject to the Assessments. If requested, the Assessment Consultant shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the City to obtain information about the Assessments.

D. Administrative Review

At the request of the CITY, the Assessment Consultant shall review any notice from a property owner alleging an error in the calculation of any matters related to the Assessment Roll, and, if necessary, meet with the property owner, consider oral and written evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred, and take other corrective action as required to correct the error.

II. DELINQUENCY MANAGEMENT

These services are provided only if there are delinquencies in the payment of Annual Payments. At appropriate times, the Assessment Consultant will prepare a report which lists each parcel delinquent in the payment of the Annual Payment and the corresponding amount of delinquency, plus penalties if any. As needed, the Assessment Consultant will work with the City to address any potential problems resulting from the delinquent payments.

III. PREPAYMENT OF SPECIAL ASSESSMENTS

The Assessment Consultant shall coordinate the prepayment of Assessments, including both voluntary and mandatory prepayments, with the CITY, the property owner, the Bond Trustee and other interested parties. This coordination shall include calculation of the amount due to prepay the Special Assessment, including mandatory prepayments, and transmittal of a letter with the prepayment amount, prepayment instructions and if appropriate the recordable form of the Assessment lien release, as well as other required steps and related documents.

IV. ARBITRAGE REBATE SERVICES

Arbitrage rebate services encompass those activities associated with computing the rebate liability (if any) related to the Bonds (assuming Bonds have been issued). The computations will be prepared as described in Section 148 (f) (2) of the Internal Revenue Code of 1986, as amended.

Arbitrage rebate services are typically provided for a set fee established prior to the provision of services.

The specific activities and tasks associated with such requirements and the determination of arbitrage rebate liability include the following:

A. Arbitrage Background Research

This task involves the review of documents, including the Bond Indenture, the non-arbitrage certificate, IRS form 8038-G, Trustee fund/account statements, and prior rebate reports, and consultations with bond counsel or special counsel, as needed. The funds subject to arbitrage rebate and any available exceptions will be identified. The flow of funds in the accounts with the Trustee will be identified as necessary to perform the arbitrage rebate calculations.

B. Calculation of Bond Yield

This task involves preparation of a debt service table and an independent calculation of the yield on each issue. The resulting yields will be verified with those stated on the non-arbitrage certificates.

C. Calculation of Rebate Liability

Based on the yields previously calculated, the Assessment Consultant will compute the allowable arbitrage earnings and compare the result to the actual investment earnings for each issue.

D. Preparation of Rebate Report

This task involves the preparation of a written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability for each issue. In addition to identifying any arbitrage liability, each report contains a separate investment yield comparison and analysis for each fund. Standard features also include the following items as defined by U.S. Treasury Regulations:

- Explanation of calculation methodology
- Overview of applicable rebate requirements and treasury regulations
- Summary of all pertinent dates
- Identification of major assumptions
- Review of sources and uses of funds
- Bond yield calculation
- Investment yield by fund with comparison to bond yield
- Rebate liability by fund
- Aggregate liability for the issue

E. Rebate Liability Discharge

The Assessment Consultant will coordinate the filing of IRS Form 8038-T and provide instructions for installment payments as necessary.

F. Assistance with IRS Inquiries

The Assessment Consultant will provide assistance in the event of an IRS inquiry related to any issue for which the Assessment Consultant computed rebate liability. In the event of an audit, the Assessment Consultant will provide supporting documentation used to prepare the calculations and will explain the calculations in a meeting with the IRS, if necessary. These services are provided on a time and material basis and are not included in the base fee for arbitrage rebate services.

V. CONTINUING DISCLOSURE SERVICES

Continuing disclosure services encompass those activities associated with the preparation and disbursement of required continuing disclosure documents, if any, established at the issuance of Bonds. The specific activities and tasks associated with continuing disclosure services include the following:

A. Continuing Disclosure/Annual Report Preparation

1. Annual Report Preparation

The Assessment Consultant will prepare and disseminate the issuer's annual report as required by the continuing disclosure agreement.

2. Developer's Disclosure Statements

The Assessment Consultant will request the developer's disclosure statements and disseminate these statements pursuant to the continuing disclosure agreement.

3. Material Event Notices

Upon notification by the CITY or any responsible party or if the Assessment Consultant independently becomes aware of such knowledge, the Assessment Consultant will prepare notices of events, if material, covering the events enumerated in the continuing disclosure agreement.

4. Dissemination

The Assessment Consultant will disseminate the annual reports, quarterly reports from the Developer, and notices of material events to the Municipal Securities Rulemaking Board (MSRB), and any other required repository in a timely manner. The Assessment Consultant shall also disseminate information to bond holders requesting information as provided for in the Continuing Disclosure Agreement.

VI. IRS REPORTING

IRS reporting services encompass those activities associated with compliance monitoring and tax reporting, to be established at the issuance of Bonds. The specific activities and tasks associated with IRS reporting services include the following:

A. Compliance Monitoring

This task involves maintenance of an audit file and preparation of a report confirming compliance with applicable requirements of the tax certificate for the bonds. This task includes the following subtasks:

1. Ownership and Transfer of Public Improvements

Confirm that all public improvements have been transferred to a public entity, once appropriate, as required by the applicable agreement with the developer.

2. No Post-Closing Agreements

Confirm with any relevant parties to confirm that there are no post-closing agreements that give any private business user a special legal entitlement to any public improvement, except for those agreements reviewed by bond counsel.

3. No Disposition of the Public Improvements

Confirm that there have been no sales, leases, or other dispositions of any public improvement, except for dispositions reviewed by bond counsel.

4. No Modifications

Confirm that there have been no modifications to any public improvement, except for those which are in compliance with agreement with the developer providing for the construction of the public improvements or as otherwise approved by bond counsel.

5. Maintenance of Audit File

Maintain an audit file with documentation to verify information related to compliance with the tax certificate.

6. Preparation of Report

Prepare a report to the CITY each year explaining the efforts of Assessment Consultant to verify confirmation of compliance with the tax certificate, documentation in the audit file, and identifying any missing information or requirements of the tax certificate not confirmed.

B. Tax Reporting

Assessment Consultant will request and compile all information related to IRS-required tax reporting (e.g., W9s) from all vendors and report this information annually to all vendors and the IRS in accordance with IRS regulations.

VII.

OTHER REVENUES

Other revenue services encompass all work relating to other revenues, including but not limited to tax increment finance revenues, which may be utilized to help fund the Bonds or may impact the District.

EXHIBIT B

Fee Schedule

Administrative services shall be provided on a time and material basis pursuant to the Assessment Consultant's hourly fee schedule, except as set forth below.

Annual arbitrage rebate estimates are provided for a cost of \$1,250 per year plus an initial setup fee of \$500. Calculations provided each five (5) years in lieu of annual calculations are provided for a cost of \$4,000 plus an initial setup fee of \$500.

Expenses are billed at actual costs without any mark up. The Assessment Consultant shall check with the CITY and receive prior written approval before incurring any expense in excess of \$100.

The Assessment Consultant's prevailing hourly rates are currently as follows:

Title	Hourly Rate
President	\$275
Senior Vice President	250
Vice President	225
Manager	200
Senior Associate	175
Associate	150

The Assessment Consultant's hourly rates and arbitrage rebate fees shall be adjusted from time to time to reflect increased costs of labor and providing services. Assessment Consultant must provide 45 days notice to the CITY prior to any increase in hourly rates.

The CITY, or a representative of the CITY, shall pay or shall instruct the Trustee to pay, as applicable, invoices within thirty (30) days of the date the invoice is received by the CITY.

ATTACHMENT #15

RESOLUTION NO. 2019-38
ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
WATER DISTRIBUTION SYSTEM, SANITARY SEWER, STORMWATER
COLLECTION AND FIRE SUPPRESSION SYSTEMS, DETENTION PONDS AND
ASSOCIATED EASEMENTS AND RIGHTS OF WAY, ALONG WITH A
MAINTENANCE GUARANTEE AND LETTER OF CREDIT,
FOR WANDO WOODLANDS, PHASE 6

WHEREAS, Wando Partners, L.P. developed Wando Woodlands, Phase 6 according to the requirements of the North Augusta Planning Commission and the City, and owns the streets, utilities and easements; and

WHEREAS, pursuant to §5.8.4.3 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on October 4, 2019 and

WHEREAS, it is the policy of the City that, upon approval of a final subdivision plat, the City will, following inspection by the City's Engineering department, accept a deed of dedication for the streets, utilities, etc. for the purpose of ownership and maintenance when said deed is accompanied by a maintenance guarantee; and

WHEREAS, a maintenance guarantee and supporting letter of credit accompany the deed; and

WHEREAS, the City Engineer has made final inspection of the subject improvements and these improvements meet City standards.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, do hereby accept a deed of dedication for:

ALL those certain streets and roadways located in Wando Woodlands Phase 5 designated as a portion of Dietrich Lane (50 foot right of way) and a portion of Journey Run (50 foot right of way) as shown and delineated on a plat of Wando Woodlands Phase Six dated August 8, 2019, revised October 18, 2019 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 61, at Page 701. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

RESOLUTION ACCEPTING DEED OF DEDICATION –
WANDO WOODLANDS PH 6

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection systems including lift stations located on the property shown on the aforesaid plat; (d) storm water collection system including storm water detention areas located on the property shown on the aforesaid plat; (e) greenways or other pedestrian connections outside the road rights-of-way but located on the property shown on the aforesaid plat, and (f) a perpetual and non-exclusive easement and rights-of-way for streets, sidewalks and potable water, sanitary sewerage and storm water collection systems located on the property shown on the aforesaid plat.

Being a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickendanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Portion of Tax Map & Parcel: 001-16-01-002

BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$101,250.00 are hereby accepted.

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

Robert A. Pettit, Mayor

ATTEST:


Sharon Lamar, City Clerk

Department of Planning and Development



Memorandum # 19-034

City of North Augusta

To: Rachelle Moody, Interim City Administrator
From: Libby Hodges, Director 
Subject: Deed of Dedication for Wando Woodlands, Phase 6
Date: November 13, 2019

The final subdivision plat for Wando Woodlands, Phase 6, was approved on October 24, 2019. The developer, Wando Partners, LP, has completed the following improvements and requests that the City accept them along with open space, associated easements and rights of way: streets and sanitary sewer, stormwater collection and fire suppression systems. Water service to the subdivision is provided by Edgefield County Water and Sewer Authority. The completed improvements to be dedicated to the City have been approved by the City Engineer. The attached dedication documents have been approved by the City Attorney.

Certain improvements, namely subdivision sidewalks, remained unfinished at the time of final plat approval. Construction of the sidewalks has been guaranteed with a performance guarantee and supporting letter of credit.

The City may accept the streets, water distribution system, sanitary sewer, stormwater collection and fire suppression systems, detention ponds and associated easements and rights of way for this subdivision. A draft resolution for the acceptance of the dedication is attached and a digital copy has been forwarded to the City Clerk.

Originals of the following documents are attached:

1. Deed of Dedication for the streets, water distribution system, sanitary sewer, stormwater collection and fire suppression systems, detention ponds and associated easements and rights of way;
2. Title Certificate dated October 8, 2019; and



3. Maintenance Guarantee dated October 4, 2019 and valid for a period of 24 months;
4. Irrevocable Letter of Credit in support of the Maintenance Guarantee dated October 4, 2019;
5. Performance Guarantee dated October 4, 2019 and valid for a period of 24 months;
6. Irrevocable Letter of Credit in support of the Performance Guarantee dated October 4, 2019;
7. Final subdivision plat approved by the City Engineer and the Director of Planning and Development and recorded by the Aiken County RMC.

Additionally, a reduced copy of the final plat is attached for agenda reproduction.

Please schedule the resolution accepting the Wando Woodlands, Phase 6 Deed of Dedication for City Council consideration at the next available meeting.

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That WANDO PARTNERS, L.P. (hereinafter called "Grantor"), FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND BY WAY OF DEDICATION to THE CITY OF NORTH AUGUSTA, a body politic and corporate and a political subdivision of the County of Aiken and State of South Carolina (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, its successors and assigns, the following described real estate, to wit:

ALL those certain streets and roadways located in Wando Woodlands Phase 5 designated as a portion of Dietrich Lane (50 foot right of way) and a portion of Journey Way (50 foot right of way) as shown and delineated on a plat of Wando Woodlands Phase Six dated August 8, 2019, revised September 25 2019 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 61, at Page 701. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection systems including lift stations located on the property shown on the aforesaid plat; (d) storm water collection system including storm water detention areas located on the property shown on the aforesaid plat; (e) greenways or other pedestrian connections outside the road rights-of-way but located on the property shown on the aforesaid plat, and (f) a perpetual and non-exclusive easement and rights-of-way for streets, sidewalks and potable water, sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat.

Being a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickendanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: Portion of 001-16-01-002

Grantee's Address: Post Office Box 6400
North Augusta, South Carolina 29861

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

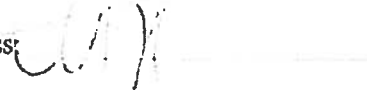
WITNESS the Hand and Seal of the Grantor this 12 day of November, 2019

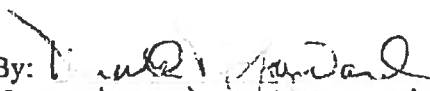
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WANDO PARTNERS, L.P.

By: Gustav Schickedanz of SC, Inc.,
General Partner

Witness:



By: 
Name: Gustav Schickedanz
Title: General Partner

Witness:



[CORPORATE SEAL]

STATE OF South Carolina
COUNTY OF Aiken)

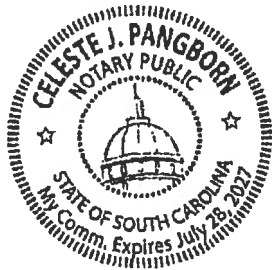
ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Donald Howard personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Wando Partners, L.P.

Witness my hand and official seal this the 12 day of November, 2019.

[Signature]
Notary Public for the State of SC
My Commission Expires: 7 28 27

[NOTARY SEAL]



PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information of this affidavit and I understand such information.
2. The property being transferred is located in Aiken County, bearing Aiken County Tax Map Number: 001-16-01-002 (Portion) was transferred by Wando Partners LP to The City of North Augusta on 11/12, 2019.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X _____ exempt from the deed recording fee because (See Information section of affidavit):
#2 _____
(If exempt, please skip items 4 - 7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.
 - (b) _____ The fee is computed on the fair market value or the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:

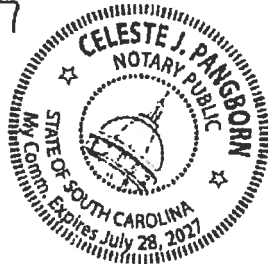
(a) Place the amount listed in item 4 above here:	\$0
(b) Place the amount listed in item 5 above here:	<u>-0-</u>
(c) Subtract Line 6(b) from Line 6(a) and place result here:	<u>\$0</u>
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 12
Day of NOV 2019.

Notary Public for South Carolina
My Commission Expires: 7-28-27

Donald P. Howard
Responsible Person Connected with the Transaction

Donald P. Howard
Print or Type Name Here



INFORMATION:

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any rights. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

EXCEPTED FROM THE FEE ARE DEEDS:

1. transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
2. transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or the United States;
4. transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for the sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty for a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
9. transferring realty from a family partnership to a partner or from family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a merger or consolidation from constituent partnership to the continuing or new partnership;
12. that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid to or is to be paid under the corrective or quitclaim deed; and,
13. transferring realty subject to a mortgage whether by a deed in lieu or foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
14. transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
15. transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

SMITH, MASSEY, BRODIE, GYNN & MAYES, LLC

ATTORNEYS AND COUNSELORS AT LAW

GARY H. SMITH, III
WM. RAY MASSEY*
BRAD A. BRODIE
MARY O. GYNN**
W. DANIEL MAYES
SCOTT W. PATTERSON

*ALSO LICENSED IN NORTH CAROLINA
**ALSO LICENSED IN GEORGIA

POST OFFICE BOX 519
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AIKEN, SOUTH CAROLINA 29802

TELEPHONE
(803) 643-4110
FACSIMILE
(803) 643-8140
(803) 644-9057

CERTIFICATE OF TITLE

TO: City of North Augusta

RE: Wando Partners, LP
Wando Woodlands Phase Six
North Augusta, South Carolina

EFFECTIVE DATE: October 8, 2019 at 8:00 a.m.

PROPERTY: See Exhibit A attached hereto and incorporated herein

Fee Simple Owner(s): Wando Partners, LP

Derivation: Book 4039, Page 1283

Parcel No.: P/O 001-16-01-002

THIS IS TO CERTIFY that we have examined the public records of Aiken County, South Carolina relative to the title of the above-described real estate.

BASED UPON SUCH INVESTIGATION, it is our opinion that the Wando Partners, LP is vested with good, fee simple, record, marketable title to the real estate described above subject to the following liens, limitations and encumbrances of record and by delivery of a Deed of this property signed by Donald P. Howard as authorized officer on behalf of Wando Partners, LP good and marketable title will be conveyed to the City of North Augusta subject only to the following:

1. County of Aiken taxes for tax year 2019 are accruing and due and payable. County of Aiken taxes for tax years 2018 and previous are current with no delinquency noted of record.
2. City of North Augusta taxes for tax year 2019 are accruing but not yet due and payable. City of North Augusta taxes for tax years 2018 and previous are current with no delinquency noted of record.
3. Easement to South Carolina Electric & Gas Company dated August 24, 1955 and recorded in Book 60, page 164, Aiken County Records.
4. Easement to South Carolina Electric & Gas Company dated September 30, 1971 and recorded in Book 170, page 307, Aiken County Records.
5. Deed of Easement for waste water treatment facility recorded in Book 1066, page 234, Aiken County Records.

6. Title to Real Estate for property on Route 230 to South Carolina Department of Highways and Transportation dated October 13, 1988 and recorded in Book 1101, page 137-139, Aiken County Records.
7. Title to Real Estate for property on Route 230 to South Carolina Department of Highways and Transportation dated October 13, 1988 and recorded in Book 1137, page 80, Aiken County Records.
8. Easement to South Carolina Electric & Gas Company dated November 5, 1989 and recorded in Book 1141, page 264, Aiken County Records.
9. Easement to South Carolina Electric & Gas Company dated February 1, 1990 and recorded in Book 1152, page 143, Aiken County Records.
10. Temporary and Permanent Sanitary Sewer Easement Agreement dated May 6, 2005 from Lydie C. Bergen to Metro Homesites, LLC recorded in Deed Book 2514, page 93, Aiken County Records.
11. Easement from Meybohm Realty, Inc. to South Carolina Electric & Gas Company dated July 30, 2007 and filed for record in Book 4153, page 1427, Aiken County Records.
12. Easement from Wando Partners, LP in favor of South Carolina Electric & Gas Company dated December 19, 2012 and filed for record in Book 4437, page 2000, Aiken County Records.
13. Easement from Wando Partners, LP in favor of South Carolina Electric & Gas Company dated January 9, 2012 and filed for record in Book 4440, page 1559, Aiken County Records.
14. Easement from Wando Partners, LP in favor of Bellsouth Telecommunications dated February 24, 2016 and recorded August 1, 2016 in Record Book 4616, Page 1573, Aiken County Records.
15. Covenants, conditions and restrictions recorded in the Declaration of Protective Covenants and Restrictions for Wando Woodlands dated May 10, 2007 and recorded July 2, 2007 in Record Book 4146, at page 2121, Aiken County Records and amended in Record Book 4370, Page 2026, Record 4439, Page 2074, Record Book 4607, Page 2208, Record Book 4676, Page 1454 and Record Book 4682, Page 1937, Aiken County Records.
16. Declaration of Restrictive Covenants by Wando Partners, LP dated April 3, 2015 and recorded April 23, 2015 in Record Book 4549, Page 1082, Aiken County Records.
17. Matters as shown on Plat of Wando Woodlands Phase Six prepared for Wando Partners by Southern Partners, Inc. dated August 8, 2019 and revised September 25, 2019.
18. Matters and things which would be revealed by a current and accurate survey of the subject property.
19. Matters occurring subsequent to the inclusive dates of examination.
20. Matters which would not be revealed by a review of the public records regarding a proposed purchaser/borrower, who is not a current owner of the property.
21. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction, or development of the subject property.

22. Judgments, liens, and proceedings filed only in Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt owns property; federal condemnation proceedings may vest property in the Federal government.)

23. STANDARD EXCEPTIONS: Interests or claims not disclosed by public records, including but not limited to:

a. Unrecorded Mechanics' or Materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements on real property within 90 days of performance or furnishing of materials.)

b. Unrecorded leases.

c. Matters that may defeat or impair title which do not appear on record.

d. Taxes, Special Assessments and other governmental charges that are not shown as existing liens by the public records.

e. Civil actions where no notice of *us pendens* appears of record.

SMITH, MASSIE, BRODIE, GYNN & MAYES

By: 

Mary O. Guynn

Post Office Box 519

Aiken, South Carolina 29802

(803)643-4110

Examining Attorney

EXHIBIT A

PROPERTY DESCRIPTION

ALL those certain streets and roadways located in Wando Woodlands Phase 5 designated as a portion of Dietrich Lane (50 foot right of way) and a portion of Journey Way (50 foot right of way) as shown and delineated on a plat of Wando Woodlands Phase Six dated August 8, 2019, revised September 25 2019 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book ____, at Page _____. Reference is made to said plat, which is incorporated herein by reference, for a more complete and accurate description as to the metes, bounds and location of said property.

TOGETHER WITH all (a) curbs and gutters located within the aforesaid right of way of the streets and roadways; (b) sidewalks located within the aforesaid right of way of the streets and roadways; (c) sanitary sewerage collection systems including lift stations located on the property shown on the aforesaid plat; (d) storm water collection system including storm water detention areas located on the property shown on the aforesaid plat; (e) greenways or other pedestrian connections outside the road rights-of-way but located on the property shown on the aforesaid plat, and (f) a perpetual and non-exclusive easement and rights-of-way for streets, sidewalks and potable water, sanitary sewage and storm water collection systems located on the property shown on the aforesaid plat.

Being a portion of the property conveyed to Wando Partners, L.P. by Title to Real Estate from Gustav Schickendanz, Trustee, dated January 4, 2006 recorded in Record Book 4039, at Page 1283 in the Office of the RMC for Aiken County, South Carolina.

Tax Map & Parcel: Portion of 001-16-01-002

STATE OF SOUTH CAROLINA)
) **MAINTENANCE GUARANTEE**
COUNTY OF AIKEN)

NAME OF SUBDIVISION: Wando Woodlands, Phase 6

DEVELOPER/OWNER: Wando Partners, L.P.

DATE OF FINAL SUBDIVISION PLAT APPROVAL: October 4, 2019

MAINTENANCE GUARANTEE AMOUNT: \$101,250.00

WHEREAS, Wando Partners, L.P. has submitted a final plat for Wando Woodlands, Phase 6, prepared by Southern Partners, Inc., dated August 8, 2019, revised September 25, 2019, for 45 fee simple single-family lots situated in the City of North Augusta, County and State aforesaid; and

WHEREAS, the North Augusta Planning Commission, meeting on May 17, 2018, did grant major subdivision plan (preliminary plat) approval for Wando Woodlands, Phase 6, and the Director of Planning and Development and the City Engineer signed the major subdivision plan (preliminary plat) on July 20, 2018; and

WHEREAS, the developer developed the approved major subdivision plan for Wando Woodlands, Phase 6; and

WHEREAS, the City Engineer has inspected the infrastructure improvements for Phase 6 and has duly certified that said improvements are, to the best of his knowledge based upon such inspection, built to the City of North Augusta design standards; and

WHEREAS, pursuant to §5.8.4 of the North Augusta Development Code, the Director of Planning and Development and the City Engineer approved the final subdivision plat for recording on October 4, 2019; and

WHEREAS, the Director of Planning and Development and the City Engineer recommend that the City accept from the developer a Maintenance Guarantee to insure that proper workmanship and materials were in fact used in regard to infrastructure improvements and to insure that, in the event of failure in regard to said improvements for any reason except force majeure, the City would have adequate funds necessary to return such improvements to an acceptable condition.

NOW, THEREFORE, as security for the maintenance by the developer of the infrastructure improvements as shown on the final subdivision plat for Wando Woodlands, Phase 6, as well as for any other improvements provided and proposed to be granted to the City by deed of dedication in accordance with §5.8.5 of the North Augusta Development Code, the developer does hereby guarantee the maintenance of the infrastructure improvements under and pursuant to the following terms.

INFRASTRUCTURE IMPROVEMENTS SUBJECT TO THIS GUARANTEE

This Maintenance Guarantee shall extend to all infrastructure improvements proposed to be deeded to, dedicated to, transferred or otherwise assigned to the City of North Augusta by the developer. Such improvements shall include, where applicable, the following but not be limited to such specified improvements:

- A. Streets;
- B. Fire suppression elements of the water distribution system;
- C. Sanitary sewerage collection system;
- D. Stormwater collection system; and
- E. Easements and rights of way for streets, sidewalks and potable water, sanitary sewage and stormwater collection systems.

REPRESENTATIONS BY THE DEVELOPER

The Developer represents to the City of North Augusta that:

- A. For a period of twenty-four (24) months from the approval of the final plat, the improvements will not fail, for any reason, with the exception of force majeure;
- B. The Developer has submitted the Deed of Dedication and a monetary guarantee, in the form of an Irrevocable Letter of Credit in the amount of \$101,250.00, in support of this Maintenance Guarantee in accordance with §§5.8.4 and 5.8.5 of the North Augusta Development Code within the specified time period;
- C. The City Engineer for the City of North Augusta shall have full and absolute discretion and authority in determining whether or not a failure has occurred in regard to the infrastructure subject to this Maintenance Guarantee.

REMEDIES IN THE EVENT OF DEFAULT

In the event that the City Engineer for the City of North Augusta, in his sole discretion, determines that a failure has occurred, he shall provide written notice of such failure to the developer with a request for the immediate correction of said failure. In the event of failure by the

developer to make such repairs as necessary within sixty (60) days of such written notice or within ten (10) days, in the event of such notice being received during the last sixty (60) days covered by this Maintenance Guarantee and letter of credit, the following conditions shall prevail:

- A. This Maintenance Guarantee shall be considered violated and in default with the City having full right and authority to make claims on the guarantee amount provided for herein.
- B. The City may make claim against the full amount of the monetary guarantee, until such time as the City is able to make the necessary repairs to the infrastructure.
- C. Following the completion of the repairs to the infrastructure to the satisfaction of the City Engineer, any funds remaining from the monetary guarantee shall be refunded to the developer.
- D. The City is entitled to compensation, at a reasonable rate, for any in-house services provided by the City for the purpose of correcting failures or deficiencies to the infrastructure.
- E. The City shall have full and absolute authority in regard to a determination as to party or parties contracted with for the purpose of making repairs as required.

(Signature pages follow)

IN WITNESS WHEREOF, Wando Partners, L.P. has caused these presents to be executed in its name by its duly authorized Managing Partner this 4th day of Oct, 2019.

Virginia D. Johnson
WITNESS

Christine Sutton
WITNESS

BY: Donald P. Howard
DONALD P. HOWARD
ITS: MANAGING PARTNER

ACCEPTED THIS 14th DAY OF October, 2019.

L. Kayla Ferguson
WITNESS

Sharon Lamar
WITNESS

City of North Augusta
BY: B. Todd Glover
B. TODD GLOVER
ITS: CITY ADMINISTRATOR

IRREVOCABLE LETTER OF CREDIT

Borrower: Wando Partners, L.P.
PO Box 6500
Aiken, SC 29804

Lender: South State Bank
Aiken Laurens Street
2440 Mall Drive
PO Box 118068
Charleston, SC 29423-9910

Beneficiary: City of North Augusta
Municipal Building
100 Georgia Avenue
North Augusta, GA 29841

NO.: 1376

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 10-04-2021 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred One Thousand Two Hundred Fifty & 00/100 Dollars (\$101,250.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

1. The original Letter of Credit, together with any amendments.
2. Sight draft drawn by Beneficiary on Lender
3. A signed statement by Beneficiary including the following statement: "Borrower has failed to perform as agreed."

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER South State Bank IRREVOCABLE LETTER OF CREDIT NO. 1376 DATED 10-04-2019," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of South Carolina.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Loan No: 12466096

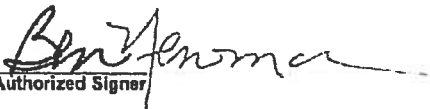
**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Page 2

Dated: October 4, 2019

LENDER:

SOUTH STATE BANK

By:  (Seal)
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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RECORD PLAT

**WANDO WOODLANDS
PHASE SIX**

PROPERTY LOCATED IN THE CITY OF NORTH CAROLINA

AKEN COUNTY, SOUTH CAROLINA
DATE: AUGUST 8, 2019 SCALE: 1" = 80'
DATE: SEPTEMBER 25, 2019 S.A. CONTINUED
DATE: OCTOBER 10, 2019 Final Version

WANDO PARTNERS, LP
PREPARED BY:
OWNER / ARCHITECTS / ENGINEER

SOUTHERN PARTNERS, NC.
PREPARED BY:
OWNER / ARCHITECTS / ENGINEER

1233 AVENUE WEST WOODWAY, WOODWAY, TX 75090 (714) 868-1088

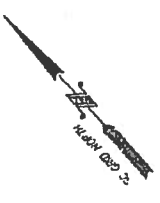


OWNER'S CERTIFICATION
I, the undersigned, being the owner of the above described property, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the same has been prepared by me or by a duly qualified professional person under my direct supervision and control.

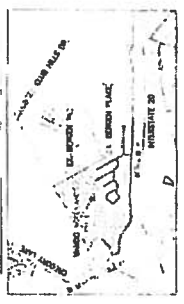
PLANNING COMMISSION APPROVAL
APPROVED: _____ DATE: 10/25/19

CITY ENGINEER'S CERTIFICATION
I, the undersigned, being a duly qualified professional engineer, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the same has been prepared by me or by a duly qualified professional person under my direct supervision and control.

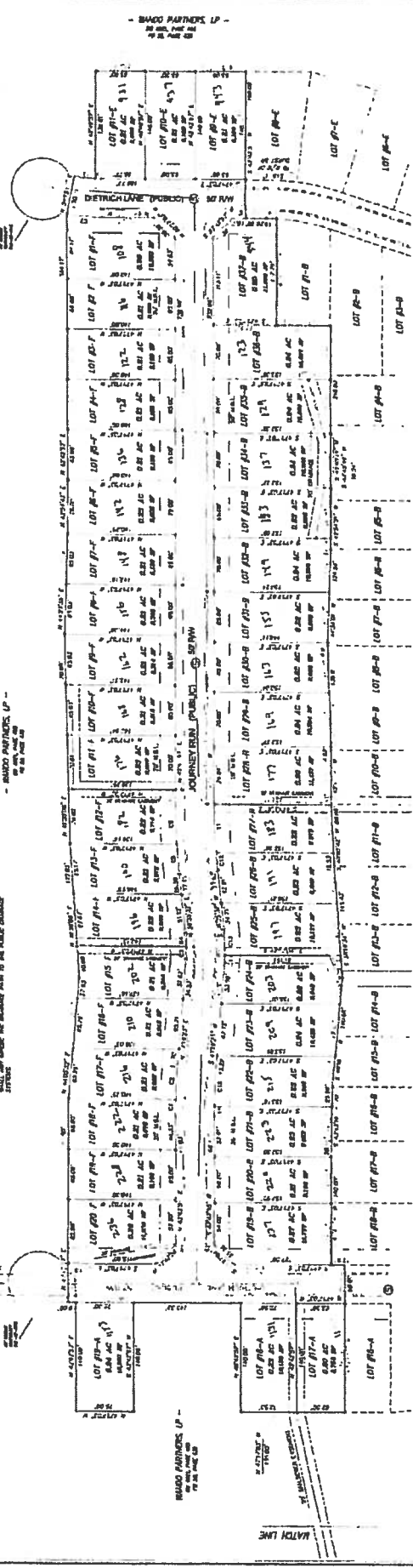
COUNTY ENGINEER'S CERTIFICATION
I, the undersigned, being a duly qualified professional engineer, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the same has been prepared by me or by a duly qualified professional person under my direct supervision and control.



- GENERAL NOTES**
1. LOT DIMENSIONS AT ALL PROPERTY CORNERS SHALL BE SHOWN ON THIS PLAT.
 2. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 3. THERE IS A 2' BUFFER ZONE BETWEEN THE LOT BOUNDARIES AND THE CENTER OF THE LOT.
 4. THE CENTER OF THE LOT IS THE POINT OF BEGINNING FOR ALL DIMENSIONS.
 5. THE CENTER OF THE LOT IS THE POINT OF BEGINNING FOR ALL DIMENSIONS.
 6. THE CENTER OF THE LOT IS THE POINT OF BEGINNING FOR ALL DIMENSIONS.



20190727110
SOUTHERN PARTNERS, NC
10-24-2019 13:25 PM
S.A. CONTINUED
DATE: OCTOBER 10, 2019
PAGE: 61

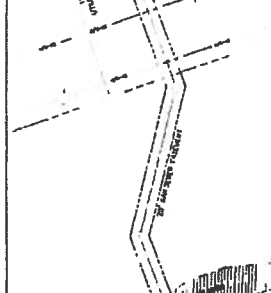
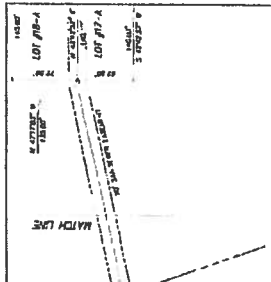


PROJECT DATA

TOTAL No. OF LOTS	45
TOTAL AREA AC	12.38 AC
AVERAGE LOT SIZE	0.28 AC
MINIMUM LOT SIZE	0.10 AC
MAXIMUM LOT SIZE	0.45 AC
TOTAL AREA AC	12.38 AC
DATE	10/25/19
PLAT NUMBER	61-010-10-01-002

OWNER'S CERTIFICATION
I, the undersigned, being the owner of the above described property, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the same has been prepared by me or by a duly qualified professional person under my direct supervision and control.

CITY ENGINEER'S CERTIFICATION
I, the undersigned, being a duly qualified professional engineer, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the same has been prepared by me or by a duly qualified professional person under my direct supervision and control.



OFFSITE SHOWUP INSET
DATE: OCTOBER 10, 2019
PAGE: 61

ATTACHMENT #16

RESOLUTION NO. 2019-39
AUTHORIZING FUNDING FOR THE
MAUDE EDENFIELD PARK OUTDOOR BASKETBALL COURT

WHEREAS, the City of North Augusta 2019 Budget approved \$30,000 for installation of a new playground surface at Riverview Park that included PARD grant funds of \$10,000; and

WHEREAS, the City did not have adequate funding to complete that project and received approval from the City Administrator to modify the project and request bids to upgrade the outdoor basketball courts at Maude Edenfield Park; and

WHEREAS, bids were request for the project with the low bid for the outdoor basketball courts to include resurfacing, color coatings, markings, and lighting at a cost of \$39,998.00; and

WHEREAS, additional funding of \$9,998 is being requested from the Capital Projects Fund from revenue received for fire damage (2017) to the Community Recreation Center in Maude Edenfield Park:

SMIRF Contents check	\$ 6,317.14
SMIRF Community Recreation Center Cash Value Check	\$150,973.58
TOTAL:	\$157,290.72

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 total project budget shall be increased by \$9,998 with the additional approved herewith, from the Capital Projects Fund.

BE IT FURTHER RESOLVED that total project funding come from the Capital Projects Fund if weather conditions prohibit the project from being completed by December 31, 2019.

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

Robert A. Pettit, Mayor

ATTEST: