



CITY COUNCIL MEETING
BACK-UP MATERIALS
FOR
MARCH 2, 2020



TO: Mayor and City Council

FROM: Rachelle Moody, Interim City Administrator

DATE: February 28, 2020

SUBJECT: Regular City Council Meeting of March 2, 2020

REGULAR COUNCIL MEETING

UNFINISHED BUSINESS

ITEM 5. CITY CODE: Ordinance No. 2020-07 - Ordinance to Amend Section 2-33, Entitled Ordinances, Resolution, Motions and Contracts – Procedure

An ordinance has been prepared for Council's consideration on third and final reading to amend Section 2-33, entitled Ordinances, Resolutions, Motions, and Contracts, of the City of North Augusta Municipal Code.

Please see the backup materials for February 17, 2020 for a copy of the proposed ordinance.

NEW BUSINESS

ITEM 6. CITY CODE: Ordinance No. 2020-06 – An Ordinance to Amend Section 2-38 – Agenda (*Because of questions related to a typographical error on the February 17, 2020 agenda, the first reading has been re-scheduled for March 2, 2020.*)

An ordinance has been prepared for Council's consideration on first reading to amend Section 2-38 – Agenda, of the City of North Augusta Municipal Code.

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

ITEM 7. FINANCE: Ordinance No. 2020-08 – Authorizing the City of North Augusta to Enter into an Agreement with Aiken County Regarding the Aiken County Capital Sales Tax IV (“CPST4”)

An ordinance has been prepared for Council's consideration on first reading to authorize the City of North Augusta to enter into an agreement with Aiken County regarding the Aiken County Capital Sales Tax IV.

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

ITEM 8. ENGINEERING AND PUBLIC WORKS: Resolution No. 2020-08 – Authorizing the City Administrator to Execute the Participation Agreement with the South Carolina Department of Transportation for Installation of Mast-Arm Traffic Signal Poles at Martintown Road (230) / Bergen Road (S-2180) Intersection

A resolution has been prepared for Council’s consideration to authorize the City Administrator to execute the Participation Agreement with the South Carolina Department of Transportation for installation of mast-arm traffic signal poles at Martintown Road (230) / Bergen Road (S-2180).

Please see ATTACHMENT #8 for a copy of the proposed resolution and participation agreement.

ITEM 9. PLANNING AND DEVELOPMENT: Ordinance No. 2020-09 – Amending Article 18 – Administration, of the North Augusta Development Code, Chapter 18, of the City of North Augusta, South Carolina Code of Ordinances

An ordinance has been prepared for Council’s consideration on first reading to amend Article 18 – Administration, of the North Augusta Development Code, Chapter 18, of the City of North Augusta, South Carolina Code of Ordinances. The Planning Commission has requested a revision to Article 18, Administration, to add term limits for members appointed to the Planning Commission.

Please see ATTACHMENT #9 for a copy of Project Staff Report RZT19-007 and the proposed ordinance.

ITEM 10. PLANNING AND DEVELOPMENT: Ordinance No. 2020-10 – Abandoning a Road Right-of-Way shown on a Plat for Hammond’s Ferry, Phase D, Sections 1 and 4, dated January 2, 2020, in the City of North Augusta

An ordinance has been prepared for Council’s consideration on first reading to abandon a road right-of-way shown on a plat for Hammond’s Ferry, Phase D, Sections 1 and 4, dated January 2, 2020, in the City of North Augusta. The Planning Commission determined the subject abandoned right-of-way would not conflict with the City’s Comprehensive Plan and the abandonment would be appropriate.

Please see ATTACHMENT #10 for a copy of Project Staff Report RWA20-001 and the proposed ordinance.

ITEM 11. FINANCE: Resolution No. 2020-09 – A Resolution Approving a Reprioritized Project and Funding List for Capital Project Sales Tax IV (CPST IV)

A resolution has been prepared for Council’s consideration to approve a reprioritized project and funding list for Capital Project Sales Tax IV (CPSTIV).

Please see ATTACHMENT #11 for a copy of the proposed resolution and project list.

ITEM 12. PLANNING AND DEVELOPMENT: Resolution No. 2020-10 – Accepting a Deed of Dedication for the Streets, Water Distribution System, Sanitary Sewer,

Stormwater Collection and Fire Suppression Systems, and Associated Easements and Rights of Way, Along with a Maintenance Guarantee and Letter of Credit for The Retreat at Walnut Village, Phase I and Northridge Drive

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, and associated easements and rights of way, along with a Maintenance Guarantee and Letter of Credit for The Retreat at Walnut Village, Phase I and Northridge Drive.

Please see ATTACHMENT #12 for a copy of the proposed resolution and supporting documents.

ITEM 13. ADMINISTRATIVE REPORTS

ITEM 14. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS

A. Citizen Comments: At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda.

B. Council Comments:

ITEM 15. ADJOURNMENT

ATTACHMENT #6

ORDINANCE NO. 2020-06 AN ORDINANCE TO AMEND SECTION 2-38 AGENDA

WHEREAS, Section 2-38 of the City Code provides for matters related to the preparation and publication of the Agenda for Council meetings; and,

WHEREAS, this Section was codified, at least as early as 1956 with some minor revisions since then to establish its present form; and,

WHEREAS, prior to 2015 State Law did not require agendas for Council Meetings but a 2015 Amendment to Section 30-4-80 of the Code of Laws for the State of South Carolina now requires agendas; and,

WHEREAS, Mayor and City Council believe that it is appropriate to address the matter at this time and revise this Ordinance concerning the preparation of agendas; and,

WHEREAS, the Mayor and City Council believe that the deletion of the current Section 2-38 in its entirety and replacement of same with a revised version is appropriate.

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

- I. Section 2-38, entitled **AGENDA** is hereby amended by deleting the entire section as currently drawn and inserting in its place the following, so that such Ordinance, when revised, would read as follows:

SECTION 2-38 AGENDA

(A) An agenda shall be prepared for all regularly scheduled or special meetings of the City Council. Said agenda must be posted on a bulletin board in a public accessible place at the office or meeting place of the City Council and on the City Website, at least twenty-four (24) hours prior to such meetings. Once such agenda for a regular, called, special, or re-scheduled meeting is posted pursuant to this Ordinance, no items may be added to the agenda without an additional twenty-four (24) hours' notice to the public, which must be made in the same manner as the original posting. After the meeting begins, an item upon which action can be taken only may be added to the agenda by 2/3 vote of the members present and voting; however, if the item is one upon which final action can be taken at the meeting or if the item is one in which there has not been and will not be an opportunity for public comment with prior notice given in accordance with this

Section, it only may be added to the agenda by 2/3 vote of the members present and voting and upon a finding by the body that an emergency or exigent circumstance exists, if the item is not added to the agenda.

- (B) The agenda shall be prepared by the City Clerk pursuant to direction by the Mayor, City Administrator or Council as provided hereafter. All reports, communications, Ordinances, resolutions, contract documents, or other matters to be submitted to the Council shall be delivered to the City Clerk. For regular Council meetings that are currently scheduled on Mondays, the documents should be delivered to the Clerk no later than 5:00 pm on the Wednesday prior to the Monday meeting. Documents received after such time may be included on the agenda if approved by the City Administrator. Delivery of documentation for items to be placed on a special called meeting would be on a time schedule as established by the City Administrator.
 - (C) In order for an item to be placed on an agenda, either for a regular or a special called meeting, authorization for placement on the agenda would need to be made by the Mayor, City Administrator or any two (2) Council Members. Such authorization would need to be in written form. An e-mail authorization would be considered written.
 - (D) Upon receipt of materials and authorization for the preparation of the agenda, the City Clerk shall immediately arrange a list of such matters according to the order of business and furnish each member of the Council, the Mayor, City Administrator and the City Attorney with a copy thereof prior to the Council meeting. Such delivery should be as far in advance of the meeting as time for preparation will permit.
 - (E) In the event that an item placed on the agenda is defeated by a formal vote of Council, that same item may not be placed back on the agenda as set forth in item "C" above for a period of six (6) months unless at a subsequent Council Meeting, by a majority vote of the Council members present and voting, it is directed that the item be placed back on the agenda.
- II. All Ordinances or parts of Ordinances in conflict herewith or, to the extent of such conflict, hereby repealed.
- III. This Ordinance shall become effective immediately upon its adoption on third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF
_____, 2020.

First Reading: _____

Second Reading: _____

Third Reading: _____

ROBERT A. PETTIT, MAYOR

ATTEST:

SHARON LAMAR, CITY CLERK

ATTACHMENT #7

ORDINANCE NO. 2020-08
AUTHORIZING THE CITY OF NORTH AUGUSTA TO ENTER INTO AN AGREEMENT WITH
AIKEN COUNTY REGARDING THE AIKEN COUNTY CAPITAL PROJECT SALES TAX IV
("CPST 4")

WHEREAS, the Capital Projects Sales Tax Act is codified in South Carolina Code Sections 4-10-300 to 4-10-380 ("the Act"); and

WHEREAS, the Aiken County Council approved Ordinance 18-07-23 on July 31, 2018, pursuant to the Act, which authorized a referendum on the reimposition and continuation of the Capital Project Sales Tax in Aiken County and Section 22 of the Ordinance requires that to receive allocations of sales tax revenues from CPST 4, a municipality must enter into a contract with the County that contains certain provisions and is in a form approved by the Aiken County Council; and

WHEREAS, the referendum on the reimposition and continuation of the Capital Project Sales Tax was approved by the voters on November 6, 2018; and

WHEREAS, the City Council of the City of North Augusta desires to enter into the agreement with Aiken County attached hereto as Exhibit A and is incorporated herein by reference; and

WHEREAS, the City Council of the City of North Augusta believes adoption of this ordinance is in the best interest of the City.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

- Section I. The Mayor is given the authority by this ordinance to execute on behalf of the City of North Augusta the attached Exhibit A and all other documents necessary to give this agreement its full force and effect.
- Section II. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- Section III. This Ordinance shall become effective immediately upon its adoption on third and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF MARCH, 2020.

First Reading _____
Second Reading _____
Third Reading _____

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

**AIKEN COUNTY CAPITAL PROJECT SALES
TAX IV ("CPST4")**

AGREEMENT between **AIKEN COUNTY**, a Body Politic and Corporate and a Political Subdivision of the State of South Carolina, (the "County") and **CITY OF NORTH AUGUSTA**, a Municipal Corporation and Political Subdivision of the State of South Carolina, (the "Municipality") entered into as of _____, 2020, hereinafter referred to as this "Agreement."

WHEREAS, a decision of the South Carolina Supreme Court issued on March 7, 2018, recognized the authority of the South Carolina Department of Revenue (hereinafter referred to as "SCDOR") relating to sales taxes established by the laws of South Carolina that SCDOR administers, collects and distributes and the responsibility of a county for the use of the proceeds of such sales tax revenues distributed to the county pursuant to certain laws that authorize a county to establish an additional sales tax by referendum;

WHEREAS, the Capital Project Sales Tax Act is codified in South Carolina Code Sections 4-10-300 to 4-10-380 (hereinafter referred to as the "Act");

WHEREAS, the Aiken County Council approved Ordinance Number 18-07-23 on July 31, 2018, pursuant to the Act, which authorized a referendum on the reimposition of the Capital Project Sales Tax in Aiken County for the period of time allowed by the Act (hereinafter referred to as the "Ordinance"), and Section 22 of the Ordinance requires that to receive allocations of sales tax revenues from CPST 4 (hereinafter referred to as "Sales Tax Revenues"), a municipality must enter into a contract with the County that contains certain provisions and is in a form approved by the Aiken County Council;

WHEREAS, the referendum on the reimposition of the Capital Project Sales Tax in Aiken County held on November 6, 2018, resulted in the voters' approval of the ballot on reimposition of the tax (hereinafter referred to as the "Referendum" or "Referendum Ballot" as appropriate), and the Aiken County Council declared the results of the Referendum in Resolution Number 18-11-178 approved by Council on November 14, 2018 (hereinafter referred to as the "Resolution");

WHEREAS the Ordinance, Referendum Ballot and Resolution (hereinafter referred to collectively as the "Authorizing Documents") list and describe the Municipality's projects authorized to be funded by the Sales Tax Revenues (hereinafter referred to as the "Project" or "Projects"), the maximum amount of Sales Tax Revenues that may be spent on each Project, and the priority of each Project with respect to the Municipality's Projects and with respect to all projects of the County and other municipalities.

WHEREAS, the Aiken County Council has authorized the form of this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations of and valuable benefits to the County and to the Municipality set forth hereinafter, the adequacy and sufficiency of which each party hereby acknowledges, the County and Municipality hereby agree to the following conditions, provisions and terms:

1. The term of this Agreement shall be effective as of the date entered in the first paragraph on page 1 above and shall expire on the last date on which the Municipality and the County have both completed and fulfilled the performance of all of their respective obligations under this Agreement and the Act.

2. The Aiken County Treasurer shall receive and deposit transfers of the Sales Tax Revenues from SCDOR. Thereafter, the Aiken County Treasurer shall deposit the transfers of Sales Tax Revenues that are allocated to the Municipality by the Authorizing Documents into an account at the Local Government Investment Pool at the South Carolina State Treasurer's Office listing the Municipality's name ("LGIP Account"). Those transfers from SCDOR shall be held by the Aiken County Treasurer and County in the LGIP Account until distributed by the County and Aiken County Treasurer for a Project pursuant to this Agreement based on a Draw Request approved by the County. The Aiken County Treasurer shall determine the scope of the review by that office for the issuance of checks or distributions on Draw Requests.

3. The interest or investment earnings accrued on the LGIP Account through the efforts of the Aiken County Treasurer on undistributed sales tax revenues held by the County for the Municipality's Projects will be available to fund Draw Requests on the Municipality's Projects.

4. Pursuant to the Authorizing Documents, all of which are incorporated herein by reference, the Municipality may receive distributions from Sales Tax Revenues from the County, subject to the provisions in this Agreement and the maximum amounts for the Projects and priorities among municipalities set forth in the Authorizing Documents, after and only to the extent those Sales Tax Revenues are received by the County from SCDOR. Each Project of the Municipality is listed on the "City of North Augusta Project Names & Identifiers" including a Project Name and Project Identifier designation, which is attached hereto and incorporated herein. The Municipality may use its own project identifier if the County Assistant Administrator/Chief Financial Officer determines in writing that the Municipality's project identifier can accomplish the same purposes as the County's Project Identifier.

5. In order to receive a distribution of Sales Tax Revenues from the County after the County has received sufficient Sales Tax Revenues from SCDOR to distribute all or a portion of the amount of revenues allocated to the Municipality for a Project by the Authorizing Documents according to the priority in the Authorizing Documents, the Municipality may request a distribution from the County of the sales tax revenues for that project by submitting a Draw Request to the County on the forms that are attached hereto, which forms are incorporated herein by reference and which may be amended from time to time by the County. Those forms are the Draw Request for Reimbursements (Form 1); Draw Request Supplemental Sheet No. ___ for Reimbursements (Form 1A); Draw Request for Advances (Form 2); Draw Request Supplemental Sheet No. ___ for Advances (Form 2A); Report on Expenditure(s) for Advances (Form 2B); and Project Completion Report (Form 3). The Municipality may use the form entitled "City of North Augusta Draw Request for Reimbursements" attached hereto in lieu of Forms 1 and 1A. The

Municipality may use the form entitled "City of North Augusta Draw Request for Advances" attached hereto in lieu of Forms 2 and 2A. The Draw Request and all other forms attached hereto must be signed by the Mayor, City Manager or City Administrator. A separate Draw Request must be submitted for each Project except as provided on City of North Augusta Draw Request for Reimbursements. To be considered for distribution, the Draw Request must be received by the County before the 10th of the calendar month in which the Municipality desires to receive a distribution. Only one distribution will be made each calendar month. The County Administrator may approve more than one distribution to the Municipality in a calendar month based on his determination that sufficient good cause has been shown to justify the distribution.

6. Draw Request for Reimbursement(s).

The Draw Requests may be in the form of the request of reimbursement of monies spent by the Municipality on a Project that may be lawfully reimbursed from the Sales Tax Revenues. Draw Requests for reimbursements on a Project (Forms 1 and 1A or City of North Augusta Draw Request for Reimbursements) may not be submitted more often than once per month for each project. The County shall determine if the Draw Request is complete and acceptable with respect to its form, contents and attachments and may be approved for funding based on the Authorizing Documents, Act and other applicable laws. If the Draw Request is approved by the County and sufficient Sales Tax Revenues allocated to the Municipality by the Authorizing Documents are in the possession of the County to make the distribution in whole or in part, the County shall make the distribution on the Draw Request within fifteen (15) days after the date of approval by the County. If the Draw Request is not approved in whole or in part, the County shall notify the Municipality in writing of the reasons and may request additional records, documents, and information from the Municipality. In that event, the Municipality at its option may submit a supplemented or corrected Draw Request for consideration.

7. Draw Request for Advances.

(a) The Draw Requests may be in the form of the request for an advance of a distribution of Sales Tax Revenues (Form 2 and 2A or City of North Augusta Draw Request for Advances) for a Project that may be lawfully advanced from the Sales Tax Revenues. The advance contained in the Draw Request may not cover a period of expected documented expenses for the Project in excess of six (6) months from the date of the Draw Request, and the period of time in the draw request may not overlap with another Draw Request on the same Project. A separate Draw Request must be submitted for each Project. The County shall determine if the Draw Request is complete and acceptable with respect to its form, contents and attachments and may be approved for funding based on the Authorizing Documents, Act and other applicable laws. If the Draw Request is approved and sufficient Sales Tax Revenues allocated to the Municipality by the Authorizing Documents are in the possession of the County to make the advance in whole or in part, the County shall make the advance on the Draw Request within fifteen (15) days after the date of approval by the County. If the Draw Request is not approved in whole or in part, the County shall notify the Municipality in writing of the reasons and may request additional records, documents, and information from the Municipality. In that event, the Municipality at its option may submit a supplemented or corrected Draw Request for consideration.

(b) The Municipality shall submit to the County a completed Report on CPST 4 Expenditure(s) for Advance (Form 2B) on the expenditure of the Sales Tax Revenues that were advanced to the Municipality under each Draw Request no later than forty-five (45) days after the expenditure of all of the Sales Tax Revenues requested under that Draw Request or no later than ninety (90) days after the date of the distribution of the advance under that Draw Request, whichever occurs first. The Municipality shall continue to submit Form 2B to the County every ninety (90) days until all of the Sales Tax Revenues requested under that Draw Request are expended. Subject to the written approval of the County Assistant Administrator/Chief Financial Officer as to the form and contents of the reports, the Municipality may provide reports from its accounting system in lieu of submitting Form 2B.

(c) The Authorizing Documents allot \$11,500,000 for the design, development and construction by the Municipality of a new Department Public Safety headquarters station and related fire apparatus (hereinafter referred to as the "Public Safety Headquarters Project"). Section 8 of the Ordinance recognizes that the distribution of Sales Tax Revenues to a municipality may be used for the payment of bonds issued by the municipality to fund a project subject to certain conditions. In the event the Municipality chooses to issue bonds for the Public Safety Headquarters Project and to use distributions of Sales Tax Revenues distributed to it for the payment of scheduled debt service payments for such bonds, the Municipality and the County shall develop the procedure and forms that must be used by the Municipality to submit Draw Requests to the County relating to the payment of such debt service by the Municipality. The procedure and forms are subject to the approval of the County Administrator and shall be used by the Municipality and may be incorporated into and subject to a separate specific agreement between the County and the Municipality.

8. The Municipality shall complete and provide the County a Project Completion Report (Form 3) within thirty (30) days of the completion of a Project. Subject to the written approval of the County Assistant Administrator/Chief Financial Officer as to the form and contents, the Municipality may submit a spreadsheet or reports showing at least the information that appears on Form 3 for one or more projects in lieu of submitting Form 3.

9. The Municipality shall promptly and fully cooperate with the County in responding to requests by the County for additional information, records and reports requested by the County in its review of Draw Requests, Project expenditures, or the proposed or past use of Sales Tax Revenues. In the event the Municipality fails to cooperate with the County in satisfactorily responding to any such requests, the County may suspend distributions to the Municipality, after giving it ten (10) days' written notice thereof, until the Municipality complies with the request.

10. If the Municipality wishes to change the priority of a Project or Projects as listed in the Authorizing Documents or transfer Sales Tax Revenues allocated to one Project to another Project or other Projects as set forth in the Authorizing Documents, it must provide the County with a copy of the signed resolution or ordinance properly adopted by its Council and certified by the Council Clerk that explains the reason for the change and authorizing that change. The County may decline such changes if they contravene applicable law or the Authorizing Documents.

11. The Aiken County Administrator, after receiving advice from the Aiken County Attorney and the Aiken County Finance Director, may grant the Municipality extensions of time

not to exceed sixty (60) days in which to submit reports or make reimbursements or payments to the County required by this Agreement if those extensions are justified under the circumstances, are not used repetitively by the Municipality, and will not adversely affect the interests of the County or the CPST 4 program. These determinations are at the discretion of the County Administrator.

12. (a) The Municipality shall comply with all applicable Federal, South Carolina, County and municipal laws, regulations, and ordinances, including the Act, relating to the Municipality's use and expenditure of the Sales Tax Revenues distributed or advanced to it by the County.

(b) The Municipality shall comply with its procurement ordinances, regulations and policies in procuring contracts and making expenditures on its Projects. If the Municipality does not have procurement ordinances, regulations or policies, it shall use procurement procedures that are approved by the South Carolina State Fiscal Accountability Authority or are authorized for South Carolina state agencies by the South Carolina Consolidated Procurement Code.

13. If the Municipality fails to comply with the provisions of this Agreement, the Authorizing Documents, the Act or other applicable laws, the County, after providing the Municipality written notice thereof, may suspend distributions of Sales Tax Revenues to the Municipality until the Municipality complies fully with this Agreement, the Authorizing Documents, the Act or other applicable law to the satisfaction of the County.

14. The Municipality shall fully reimburse the County for the Municipality's use or expenditure of Sales Tax Revenues distributed to it by the County that (a) were improper or unlawful under the Authorizing Documents, the Act or other applicable laws or regulations, (b) were in violation of this Agreement, (c) do not qualify as capital expenditures, or (d) are required to be paid or repaid by the lawful order or demand of SCDOR or of any other governmental agency or authority with jurisdiction over or responsibility for such matters. The Municipality shall fully reimburse the County for the Municipality's use or expenditure of Sales Tax Revenues distributed to it by the County that is the subject of the order of any state or federal court. In the event of litigation or legal or administrative proceedings of any kind against the County concerning the proper or lawful use or expenditure by the Municipality of Sales Tax Revenues received by it from the County, the Municipality shall pay or reimburse the County for all of the costs and attorneys' fees incurred by the County in defending against or responding to the litigation or proceedings. The County shall request any reimbursement under this Section 14 in writing to the Mayor or chief administrative official of the Municipality, and the Municipality shall make the reimbursement in full to the County within thirty (30) days of the issuance of the request. If the Municipality does not make a reimbursement or payment to the County required by this Agreement, the County may withhold further distributions, reimbursements or advances to the Municipality from Sales Tax Revenues or other funds that are distributed by the County to the Municipality until the Municipality makes such payment or reimbursement in full to the County. The County also may pursue any other remedies against the Municipality that are available to the County at law or in equity to enforce the provisions in this Agreement, including, but not limited to, injunctive relief of any kind, mandamus, or specific performance of the Municipality's obligations under this Agreement.

15. The Municipality shall promptly and fully cooperate with the County in responding to requests by the County, internal or external auditors for the County, SCDOR, or other government agencies with responsibility for such activities to provide records, reports, and information in a form acceptable to the County relating to audits, examinations or reviews of the CPST 4 program, Draw Requests, expenditures of Sales Tax Revenues, or Projects. In the event the Municipality fails to cooperate with the County in satisfactorily responding to any such requests, the County may suspend distributions to the Municipality, after giving it ten (10) days' written notice thereof, until the Municipality complies with the request.

16. The following person or position will serve as the respective initial contacts on the submission, approval and funding of Draw Requests:

For County

Name: Kimberly Hoover
Title: Program Coordinator
Street Address: 1930 University Parkway, Ste. 3300
Aiken, SC 29801
Telephone No.: 803-642-1535, Ext. 3606
Email Address: khoover@aikencountysc.gov

For Municipality

Name: _____
Title: _____
Street Address: _____

P. O. Box: _____
Telephone No.: _____
Email Address: _____

17. The Council of the Municipality must authorize and ratify the execution of this Agreement by its Mayor by adoption of an ordinance in a form and with contents acceptable to the County prior to the execution of this Agreement by the Mayor or within fifteen (15) days of such execution. No distributions of Sales Tax Revenues may be made to the Municipality until the aforesaid ordinance is adopted on its final reading and becomes effective and this Agreement is executed by the Mayor.

(Signature page follows)

IN WITNESS WHEREOF, the parties have signed this Agreement effective the day and year first above written.

AIKEN COUNTY, SOUTH CAROLINA

By: _____
Printed Name: Gary Bunker
Title: County Council Chairman

Attest: _____
Katelyn Hayes, County Council Clerk

CITY OF NORTH AUGUSTA

By: _____
Printed Name: Robert A. Pettit
Title: Mayor

Attest: _____
Sharon Lamar, City Clerk

CPST4
DRAW REQUEST FOR REIMBURSEMENTS
(Use separate Draw Request for each Project.)
(FORM 1)

ALL LINES MUST BE COMPLETED

1. Name of Government Unit: _____

2. Project Name from CPST4 Project Names & Identifiers: _____

3. Project Identifier from CPST4 Project Names & Identifiers: _____

4. Total Amount of Request: \$ _____

a. List by amount and expenditure category how above total amount of request was/will be expended:

1. Design	\$ _____	Firm Name: _____
2. Construction	\$ _____	Contractor Name: _____
3. Purchase	\$ _____	Vendor Name: _____
		Product: _____
		VIN/Serial #: _____
4. Other	\$ _____	Firm/Person to be Paid: _____
		Describe Service/Product: _____

Use additional Draw Request Supplement Sheets (form attached) if needed.

b. Attach all available invoices, contracts, purchase orders, cancelled/cleared checks and other documentation for each item in 4.a. and insert on each attachment the designation of the item from 4.a. to which each document applies. (Example: "Design" or "Other"). If this request is for an Advance, the government unit must submit additional documentation establishing the proper expenditure of the funds.

5. Total amount listed for Project in CPST4 Ordinance/Ballot: \$ _____

Total amount received from CPST4 on Project listed above prior to this Draw Request: \$ _____

Estimated percent of Project complete as of date of Draw Request: _____ %

I certify that the foregoing and attached information and documents are complete and accurate and that the government unit identified in 1 above will comply with the CPST4 Agreement and cooperate with any audits or reviews of the use of the funds by Aiken County.

Date: _____, 20____.

Signature: _____
Printed Name: _____
Title: _____
Email Address: _____
Telephone: _____
Street Address: _____

Aiken County Engineering
Approved: _____
Printed Name/Title: Teresa Crain, Director
Date: _____, 20____

Aiken County Finance
Approved: _____
Printed Name/Title: Lynn Strom, Director - Asst. Admin.
Date: _____, 20____

CPST4
DRAW REQUEST SUPPLEMENTAL SHEET NO. _____ FOR REIMBURSEMENTS
(FORM 1A)

Name of Government Unit: _____
Project Name: _____
Project Identifier: _____

4.a. List by amount and expenditure category how above total amount of request has been expended by Municipality:

- | | | |
|-----------------|----------|---------------------------------|
| 1. Design | \$ _____ | Firm Name: _____ |
| 2. Construction | \$ _____ | Contractor Name: _____ |
| 3. Purchase | \$ _____ | Vendor Name: _____ |
| | | Product: _____ |
| | | VIN/Serial #: _____ |
| | \$ _____ | Vendor Name: _____ |
| | | Product: _____ |
| | | VIN/Serial #: _____ |
| | \$ _____ | Vendor Name: _____ |
| | | Product: _____ |
| | | VIN/Serial #: _____ |
| | \$ _____ | Vendor Name: _____ |
| | | Product: _____ |
| | | VIN/Serial #: _____ |
| 4. Other | \$ _____ | Firm/Person to be Paid: _____ |
| | | Describe Service/Product: _____ |
| | \$ _____ | Firm/Person to be Paid: _____ |
| | | Describe Service/Product: _____ |
| | \$ _____ | Firm/Person to be Paid: _____ |
| | | Describe Service/Product: _____ |
| | \$ _____ | Firm/Person to be Paid: _____ |
| | | Describe Service/Product: _____ |
| | \$ _____ | Firm/Person to be Paid: _____ |
| | | Describe Service/Product: _____ |

Date: _____, 20____.

Signature: _____
Printed Name: _____
Title: _____

Explanations: _____

**CPST4
DRAW REQUEST FOR ADVANCES
(Use separate Draw Request for each Project.)
(FORM 2)**

ALL LINES MUST BE COMPLETED

1. Name of Government Unit: _____

2. Project Name from CPST4 Project Names & Identifiers: _____

3. Project Identifier from CPST4 Project Names & Identifiers: _____

4. Total Amount of Request: \$ _____

a. List by expenditure category and estimated cost how above total amount of request was/will be expended:

1. Design	\$ _____	Firm Name: _____
2. Construction	\$ _____	Contractor Name: _____
3. Purchase	\$ _____	Vendor Name: _____
		Product: _____
4. Other	\$ _____	Firm/Person to be Paid: _____
		Describe Service/Product: _____

Use additional Draw Request Supplement Sheets (form attached) if needed.

b. Attach all available invoices, contracts, purchase orders, cancelled/cleared checks, quotes, and other documentation for each item in 4.a. and insert on each attachment the designation of the item from 4.a. to which each document applies. (Example: "Design" or "Other"). If this request is for an Advance, the government unit must submit additional documentation establishing the proper expenditure of the funds.

5. Total amount listed for Project in CPST4 Ordinance/Ballot: \$ _____
Total amount received from CPST4 on Project listed above prior to this Draw Request: \$ _____
Estimated percent of Project complete as of date of Draw Request: _____ %

I certify that the foregoing and attached information and documents are complete and accurate and that the government unit identified in 1 above will comply with the CPST4 Agreement and cooperate with any audits or reviews of the use of the funds by Aiken County.

Date: _____, 20____.

Signature: _____
Printed Name: _____
Title: _____
Email Address: _____
Telephone: _____
Street Address: _____

Aiken County Engineering
Approved: _____
Printed Name/Title: Teresa Crain, Director
Date: _____, 20____

Aiken County Finance
Approved: _____
Printed Name/Title: Lynn Strom, Director - Asst. Admin.
Date: _____, 20____

CPST4
DRAW REQUEST SUPPLEMENTAL SHEET NO. _____ FOR ADVANCES
(FORM 2A)

Name of Government Unit: _____
Project Name: _____
Project Identifier: _____

4.a. List by expenditure category and estimated cost how above total amount of request will be expended:

- | | | |
|-----------------|----------|---------------------------------|
| 1. Design | \$ _____ | Firm Name: _____ |
| 2. Construction | \$ _____ | Contractor Name: _____ |
| 3. Purchase | \$ _____ | Vendor Name: _____ |
| | \$ _____ | Product: _____ |
| | \$ _____ | Vendor Name: _____ |
| | \$ _____ | Product: _____ |
| | \$ _____ | Vendor Name: _____ |
| | \$ _____ | Product: _____ |
| | \$ _____ | Vendor Name: _____ |
| | \$ _____ | Product: _____ |
| 4. Other | \$ _____ | Firm/Person to be Paid: _____ |
| | \$ _____ | Describe Service/Product: _____ |
| | \$ _____ | Firm/Person to be Paid: _____ |
| | \$ _____ | Describe Service/Product: _____ |
| | \$ _____ | Firm/Person to be Paid: _____ |
| | \$ _____ | Describe Service/Product: _____ |
| | \$ _____ | Firm/Person to be Paid: _____ |
| | \$ _____ | Describe Service/Product: _____ |

Date: _____, 20____.

Signature: _____
Printed Name: _____
Title: _____

Explanations: _____

**CPST4
REPORT ON EXPENDITURE(S) FOR
ADVANCES
(Use separate Draw Request for each Project.)
(FORM 2B)**

ALL LINES MUST BE COMPLETED

1. Name of Government Unit: _____
2. Project Name from CPST4 Project Names & Identifiers: _____
3. Project Identifier from CPST4 Project Names & Identifiers: _____
4. Date of Draw Request for Advance: _____, 20____
5. Total Amount of Draw Request: \$ _____

a. List by amount and expenditure category how above total amount of the Request was expended:

- | | | |
|-----------------|----------|---------------------------------|
| 1. Design | \$ _____ | Firm Name: _____ |
| 2. Construction | \$ _____ | Contractor Name: _____ |
| 3. Purchase | \$ _____ | Vendor Name: _____ |
| | | Product: _____ |
| | | VIN/Serial #: _____ |
| 4. Other | \$ _____ | Firm/Person to be Paid: _____ |
| | | Describe Service/Product: _____ |
| | | _____ |

Use additional Draw Request Supplement Sheets (form attached) if needed.

- b. Amount of Request unspent as of this date: \$ _____
- c. Attach invoices, contracts, purchase orders, cancelled/cleared checks and other documentation for each item in 4.a. and insert on each attachment the designation of the item from 4.a. to which each document applies. (Example: "Design" or "Other").

I certify that the foregoing and attached information and documents are complete and accurate and that the government unit identified in 1 above will comply with the CPST4 Agreement and cooperate with any audits or reviews of the use of the funds by Aiken County.

Date: _____, 20____.

Signature: _____
Printed Name: _____
Title: _____
Email Address: _____
Telephone: _____
Street Address: _____

Aiken County Engineering
Approved: _____
Printed Name/Title: Teresa Crain, Director
Date: _____, 20____

Aiken County Finance
Approved: _____
Printed Name/Title: Lynn Strom, Director - Asst. Admin.
Date: _____, 20____

**CPST4
PROJECT COMPLETION REPORT
(FORM 3)**

1. Name of Government Unit: _____
2. Project Name from CPST4 Project Names & Identifiers: _____
3. Project Identifier from CPST4 Project Names & Identifiers: _____
4. Date Project Completed: _____, 20____
5. Final Total Amount of CPST4 funds expended on Project: \$ _____
6. Balance of any CPST4 funds allocated for this Project in the Authorizing Documents that were not expended on the Project: \$ _____

I certify that the foregoing and attached information and documents are complete and accurate and that the government unit identified in 1 above will comply with the CPST4 Agreement and cooperate with any audits or reviews of the use of the funds by Aiken County.

Date: _____, 20____.

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

Telephone: _____

Street Address: _____

Aiken County Engineering

Approved: _____

Printed Name/Title: Teresa Crain, Director

Date: _____, 20____

Aiken County Finance

Approved: _____

Printed Name/Title: Lynn Strom, Director - Asst. Admin.

Date: _____, 20____

**CPST4
City of North Augusta
Draw Request for Reimbursements**

1. Total Amount of Reimbursement Request			\$
2. Detail of Request:			
Project Identifier	Project Name	Referendum Project Budget	Amount Spent To Date
	DPS Headquarters	\$ 11,500,000.00	
	Martintown Rd./US 1 Improvements	\$ 2,000,000.00	
	Downtown Traffic Safety Improvement	\$ 300,000.00	
	Georgia Avenue Utilities	\$ 700,000.00	
	Road Reconstruction	\$ 3,000,000.00	
	Road Resurfacing	\$ 1,450,000.00	
	Lock & Dam Improvements	\$ 500,000.00	
	Activities Center Improvements	\$ 700,000.00	
	Creighton Park Improvements	\$ 1,500,000.00	
	Community Center Upgrades	\$ 150,000.00	
	Greenway Improvements	\$ 650,000.00	
	Downtown Greenway Connector	\$ 900,000.00	
	Wastewater Infrastructure	\$ 3,500,000.00	
	Stormwater System Improvements	\$ 1,500,000.00	
	Gateway Improvements	\$ 1,250,000.00	
	Software Upgrades	\$ 575,000.00	
	Municipal Building Improvements	\$ 425,000.00	
	Finance Lobby Improvements	\$ 100,000.00	
	Total	\$ 30,700,000.00	\$ -
			\$ 30,700,000.00

Amount Previously Reimbursed	Amount of Reimbursement Request	Balance
		\$ 11,500,000.00
		\$ 2,000,000.00
		\$ 300,000.00
		\$ 700,000.00
		\$ 3,000,000.00
		\$ 1,450,000.00
		\$ 500,000.00
		\$ 700,000.00
		\$ 1,500,000.00
		\$ 150,000.00
		\$ 650,000.00
		\$ 900,000.00
		\$ 3,500,000.00
		\$ 1,500,000.00
		\$ 1,250,000.00
		\$ 575,000.00
		\$ 425,000.00
		\$ 100,000.00

- Attach documentation for all items requested above. Documentation may include a system generated detail account inquiry by project listing each expenditure, vendor, check number, and date. Please also provide Council resolution or signed contract indicating the type of capital asset that has been purchased. If those items are unavailable, please provide an invoice for the purchase. All invoices must be available at the City Finance Department for review by the County.
- I certify that the foregoing and attached information and documents are complete and accurate and that the City of North Augusta will comply with the CPST4 Agreement and cooperate with any audits or reviews of the use of the funds by Aiken County or other authorized agencies.

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Aiken County Finance
 Approved: _____
 Printed Name/Title: Lynn Strom, Asst. Admin. / CFO
 Date: _____

Aiken County Engineering
 Approved: _____
 Printed Name/Title: Teresa Crain, Director
 Date: _____

**CAPITAL PROJECT SALES TAX IV
DEBT SERVICE FUNDING PROCEDURE AGREEMENT**

This **CAPITAL PROJECT SALES TAX IV DEBT SERVICE FUNDING PROCEDURE AGREEMENT** (this "*Agreement*") is entered into as of the ___ day of _____, 2020 (the "*Effective Date*") by and between Aiken County, South Carolina (the "*County*"), and the City of North Augusta, South Carolina (the "*City*" and together with the County, the "*Parties*").

RECITALS

WHEREAS, the Capital Project Sales Tax Act is codified in South Carolina Code Sections 4-10-300 to 4-10-390 (hereinafter referred to as the "*Act*");

WHEREAS, the Aiken County Council (the "*County Council*") approved Ordinance Number 18-07-23 on July 31, 2018, pursuant to the Act, which authorized a referendum on the reimposition of the Capital Project Sales Tax in the County for the period of time allowed by the Act (hereinafter referred to as the "*CPST Ordinance*"), and Section 22 of the CPST Ordinance requires that to receive allocations of sales tax revenues from CPST4 (hereinafter referred to as "*Sales Tax Revenues*"), a municipality must enter into a contract with the County that contains certain provisions and is in a form approved by the County Council;

WHEREAS, the referendum on the reimposition of the Capital Project Sales Tax in the County held on November 6, 2018, resulted in the voters' approval of the ballot on reimposition of the tax (hereinafter referred to as the "*Referendum*"), and the County Council declared the results of the Referendum in Resolution Number 18- 11-178 approved by County Council on November 14, 2018;

WHEREAS, a project described as "\$11,500,000 for design, development and construction of a new Department of Public Safety headquarters station and related fire apparatus" was approved at the Referendum (the "*Project*");

WHEREAS, the City enacted Ordinance No. 2018-07 on August 13, 2018 (the "*Bond Ordinance*") providing for the issuance of not exceeding \$10,250,000 of general obligation bonds of the City (the "*Bonds*") to finance a portion of the Project;

WHEREAS, the County and the City have entered into the agreement contemplated in the CPST Ordinance dated _____, 2020 (the "*Funding Agreement*") providing for the terms and conditions under which Referendum-approved projects may be funded; provided, however, that as the Funding Agreement may pertain to the financing of the Project, and in accordance with Section 8 of the CPST Ordinance and Section 7(c) of the Funding Agreement, the Parties agreed to "develop the procedure and forms that must be used by the [City] to submit Draw Requests to the County relating to the payment of debt service by the [City]"; and

WHEREAS, the Parties intend to memorialize the procedures by which Sales Tax Revenues may be made available for the payment of the Bonds by the City.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1 Purpose.

The City will pledge its full faith, credit, and taxing power to the payment of the Bonds. However, the City intends to make payments of principal and interest on the Bonds from Sales Tax Revenues. The Bond Ordinance provides that millage must be levied in the ensuing tax year to the extent moneys are not available in the sinking fund. The purpose of this Agreement is to provide a mechanism by which the full amount of the debt service on the Bonds for a particular fiscal year may be on deposit in the sinking fund prior to the levy and collection of City taxes for the applicable year, to the extent Sales Tax Revenues allocable to the City are available and sufficient.

Section 2 Funding Mechanism.

(A) At the closing of the Bonds, the City shall provide to the County Finance Director and County Treasurer a schedule of all debt service payments coming due on the Bonds.

(B) On or before November 15 of any year prior to a calendar year in which debt service on the Bonds falls due, the City shall submit a "CPST 4 City of North Augusta Draw Request for Advances on Debt Service," the form of which is attached hereto as Exhibit A, to the County Finance Director for review. The Draw Request must be consistent with the schedule of debt service identified in paragraph 2(A) hereof.

(C) To the extent of the balance of Sales Tax Revenues on deposit in the North Augusta LGIP Account established by the County Treasurer, as such term is described in Section 2 of the Funding Agreement, is sufficient to satisfy all or a portion of the amount of the Draw Request, the County Finance Director shall forward the Draw Request to the County Treasurer no later than the November 25 following the request in paragraph 2(B) hereof who shall complete the transfer of the amount of Sales Tax Revenues available to satisfy the amount of debt service stated in the Draw Request to the City on or before the December 15 following the request in paragraph 2(B) hereof.

(D) The City agrees to make requests in accordance with the debt service schedule provided in accordance with paragraph (A) hereof and to deposit all Sales Tax Revenues received under this Agreement into the sinking fund created in connection with the issuance of the Bonds pursuant to Section 5-21-400 of the Code of Laws of South Carolina 1976, as amended.

(E) The City acknowledges that it is illegal to, and it shall not, divert money deposited to the sinking fund to any other purpose pursuant to Section 5-21-500 of the Code of Laws of South Carolina 1976, as amended.

Section 3 No County Financial Responsibility or Liability.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE CITY SHALL LOOK SOLELY TO THE SALES TAX REVENUES AS AND WHEN AVAILABLE IN THE NORTH AUGUSTA LGIP ACCOUNT AS DEFINED IN SECTION 2 OF THE FUNDING AGREEMENT. NOTHING IN THIS AGREEMENT SHALL CREATE OR CONSTITUTE A LIABILITY OF THE COUNTY OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER THEREOF IN CONNECTION WITH THE BONDS.

Section 4 Specific Performance; Mandamus.

Subject to the provisions of Section 2 hereof, in the event of a breach by the County, the City shall only be entitled specific performance. Such specific performance may be compelled by filing a writ of

mandamus in a court of appropriate jurisdiction. The City shall not be entitled to any other remedies at law or equity.

IN WITNESS WHEREOF, AIKEN COUNTY, SOUTH CAROLINA, and CITY OF NORTH AUGUSTA, SOUTH CAROLINA, each pursuant to due authority, have duly executed this Agreement, all as of the Effective Date.

AIKEN COUNTY, SOUTH CAROLINA

**CITY OF NORTH AUGUSTA,
SOUTH CAROLINA**

By: _____
[Authorized Officer]

By: _____
[Authorized Officer]

Exhibit A

CPST4
 City of North Augusta
 Draw Request for Advances
 (Use Separate Draw Request for Each Project)

1. Project Name _____
2. Project Identifier _____
3. Total Amount of Request \$ _____ (cannot exceed period of six (6) months from the date of the Draw Request)

4. Detail of Request:
 List by expenditure category and estimated cost how above total amount of request will be expended:

Category	Vendor Name	Product/Service Description	Amount

5. Total amount of all prior Draw Requests on this Project: \$ _____
6. Attach documentation for all items requested above. Documentation shall include a Council resolution indicating the purpose of the expenditures, a signed contract with the vendor, and/or a quote from the vendor.
7. I certify that the foregoing and attached information and documents are complete and accurate and that the City of North Augusta will comply with the CPST4 Agreement and cooperate with any audits or reviews of the use of the funds by Aiken County or other authorized agencies.

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Aiken County Engineering
 Approved: _____
 Printed Name/Title: Teresa Crain, Director
 Date: _____

Aiken County Finance
 Approved: _____
 Printed Name/Title: Lynn Strom, Asst. Admin. / CFO
 Date: _____

ATTACHMENT #8

RESOLUTION NO. 2020-08

AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE PARTICIPATION AGREEMENT WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF MAST-ARM TRAFFIC SIGNAL POLES AT THE MARTINTOWN ROAD (SC 230) / BERGEN ROAD (S-2180) INTERSECTION

WHEREAS, the intersection of Martintown Road (SC 230) and Bergen Road (S-2180) in the City of North Augusta has been identified by the South Carolina Department of Transportation (SCDOT) to be eligible for traffic signal improvements; and

WHEREAS, the City has requested that the project include the installation of mast-arm poles in lieu of standard SCDOT equipment, and has agreed to pay the additional cost for design and construction of those improvements; and

WHEREAS, the SCDOT has agreed to the City's request; and

WHEREAS, the final design has been completed and a cost estimate has been prepared for the additional work requested by the City; and

WHEREAS, SCDOT estimates the total project cost to be \$230,188.64; and

WHEREAS, the City's share of the cost is estimated to be \$88,936.25; and

WHEREAS, SCDOT will manage the construction of the project in the same manner and in accordance with the same procedures it follows with all SCDOT construction projects; and

WHEREAS, it is in the interest of both the City and SCDOT to enter into an agreement to define the relationship between and specify the respective responsibilities of the City and SCDOT related to the completion of The City of North Augusta Intersection Project; and

WHEREAS, SCDOT has prepared a Participation Agreement between the City and SCDOT for The City of North Augusta Intersection Project; and

WHEREAS, City staff and the City Attorney have reviewed the Participation Agreement and found it to be acceptable.

RESOLUTION TO APPROVE A PARTICIPATION AGREEMENT
WITH SCDOT FOR THE MARTINTOWN ROAD/BERGEN ROAD INTERSECTION
IMPROVEMENTS

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 duly authorized to execute the Participation Agreement with SCDOT for The City of North Augusta Intersection Project.

BE IT FURTHER RESOLVED that the funding sources for the City's share of the project cost shall be as follows:

Transportation Improvement Fund (revenue received per Ordinance 2006-04, to be used for future Martintown Road access)	\$ 83,773.00
Capital Projects Fund (fund balance)	\$ 5,163.25
Total	\$ 88,936.25

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2020.

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

CFDA No. 20.205
Highway Planning & Construction

Project ID: P039567
Cost Center:
WBS No.:
Fund:
Functional Area:

**Financial Participation Agreement & Contract
Between the
South Carolina Department of Transportation
And the
City of North Augusta**

This Agreement executed on this _____ day of _____, 20__, covers the financial responsibilities of the South Carolina Department of Transportation (hereinafter "SCDOT"), and City of North Augusta, (hereinafter "PARTICIPANT") (collectively "the Parties") for the below described Project:

WITNESSETH THAT:

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, PARTICIPANT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out PARTICIPANT's functions covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the SCDOT and PARTICIPANT do hereby agree as follows:

I. PROJECT DESCRIPTION:

The City of North Augusta Intersection Project which is the subject of this Agreement is generally described as follows: The project includes the installation of mast arm signals in lieu of standard SCDOT equipment at the following intersection: SC 230 (Martintown Road) and S-2180 (Bergen Road), Aiken County, South Carolina.

Exhibit A (attached hereto and specifically made a part of this Agreement) represents additional project details and a map depicting the project area.

The project as described above shall be referred hereinafter as "the Project."

II. SCDOT RESPONSIBILITIES:

SCDOT will bid and let the Project.

d. Funding Summary

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	PMD Signals	\$ 141,252.39	0%	\$ -	100%	\$ 141,252.39	0%	\$ -	
2	Local	\$ 88,936.25	0%	\$ -	0%	\$ -	100%	\$ 88,936.25	City of North Augusta
Total Project Cost		\$ 230,188.64		\$ -		\$ 141,252.39		\$ 88,936.25	

VI. INVOICING/PAYMENT SCHEDULE:

- a. PARTICIPANT's share of funding for the Project is estimated at \$88,936.25. SCDOT will invoice PARTICIPANT based on this Agreement approximately 30 days after execution of this Agreement.
- b. PARTICIPANT shall remit payment to SCDOT within 30 days of receipt of invoice. No work on the Project shall begin until payment is received.

VII. GENERAL TERMS:

- a. PERIODIC REPORTS. SCDOT's Project Manager will periodically update PARTICIPANT concerning the status of the Project.
- b. COST UNDERRUNS. In the event that the total cost of the Project is less than originally estimated, SCDOT will determine and refund any excess amount paid to SCDOT by PARTICIPANT. The refund will be made within 30 days of the final completion and closure of the Project within SCDOT's accounting office. Refunds will not be unreasonably withheld, denied, or delayed. SCDOT shall retain any remaining Project funds from SCDOT's maximum funding amount. No additional work shall be added to the Project even if there are cost underruns or Project award underruns. At PARTICIPANT's request SCDOT may consider an exception to this requirement on a case by case basis.
- c. COST OVERRUNS. If it becomes apparent that the cost of the Project will exceed the funding available, SCDOT will provide PARTICIPANT notice prior to total expenditure of funding available and provide the estimate of funds needed to complete the Project. PARTICIPANT shall remit to SCDOT within 30 days of receipt of the notice the additional funds needed to complete the Project. No work will be completed beyond that covered by the available funds. If PARTICIPANT does not have the additional funding needed to complete the Project, SCDOT and PARTICIPANT will mutually agree in writing on a revision to the Project scope and termini that is in accordance with the available budget. SCDOT will not participate in the cost of overruns.
- d. MAINTENANCE RESPONSIBILITY. PARTICIPANT shall be responsible for maintenance, repairs, and replacement of mast arms, all associated hardware in or on the mast arm, all conduit maintenance and replacements throughout the use of the mast arms at the signal locations. Maintenance will follow SCDOT's "Engineering

Directive Memorandum (EDM) Number 33”, SCDOT’s “Mast Arm Specifications” and any modifications or amendments to this Directive, incorporated herein by reference. This memorandum is located at: <http://info2.scdot.org/ED/ED/ED-33.pdf>. Once the Mast Arms are designed, installed, operational, and released from the contractor’s responsibilities, SCDOT will maintain the traffic signal while PARTICIPANT will continue to maintain the mast arms in accordance with EDM 33. PARTICIPANT shall complete the mast arm information form found on page 3 of EDM 33 and submit this form to the District Seven SCDOT office.

- e. CONFORMITY TO LAWS. The Parties hereto agree to conform to all applicable SCDOT policies, all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.
- f. AMENDMENTS. PARTICIPANT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.
- g. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.
- h. TERMINATION. This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform, through no fault of the terminating Party in accordance with the terms herein. The Party so notified shall immediately stop work on the Project. This Agreement may also be terminated for convenience. If the services covered under this Agreement are not performed, this Agreement is then terminated. In the event of termination for convenience or for any reason each Party to this Agreement is obligated on a *quantum meruit* basis.
- i. DISPUTES. All claims or disputes shall be filed with SCDOT’s Project Manager and the Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the Project Manager, PARTICIPANT may appeal the claim or dispute to SCDOT’s Deputy Secretary for Engineering. The decision of SCDOT’s Deputy Secretary for Engineering in the matter shall be final and conclusive for both Parties.
- j. FUTURE CONSTRUCTION PROJECTS. PARTICIPANT acknowledges SCDOT’s resurfacing program and other construction programs do not account for the cost of protecting and/or replacement of enhancements. This cost is the sole responsibility of PARTICIPANT. SCDOT will notify PARTICIPANT prior to resurfacing or construction and provide a time period for PARTICIPANT to provide the additional funding for one of the following:

1. The additional cost to protect the enhancement; or
2. The cost for SCDOT to replace the enhancement.

Failure of PARTICIPANT to provide the additional funding within the time period specified by SCDOT will result in SCDOT's milling and resurfacing the enhancement. PARTICIPANT may replace the enhancement at the PARTICIPANT's expense after resurfacing by encroachment permit.

- VIII. CONSENT OF MUNICIPALITY. Pursuant to the South Carolina Code of Laws Section 57-5-820, if applicable, PARTICIPANT does hereby consent to the construction of the Project within its corporate limits. The forgoing consent shall be the sole approval necessary for SCDOT to complete the Project as described in this Agreement, and constitutes a waiver of any and all other requirements with regard to the construction within PARTICIPANT's corporate limits. If PARTICIPANT is not a municipality and the Project is within the corporate limits of a municipality, PARTICIPANT will obtain the required consent of the municipality.
- IX. SUCCESSORS AND ASSIGNS: SCDOT and PARTICIPANT each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.
- X. EXECUTION IN COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- XI. ENTIRE AGREEMENT: This Agreement with attached Exhibits and Certification constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

FPA-9-20

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

TOWN OF NORTH AUGUSTA

Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

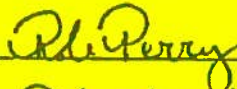
By: _____
Deputy Secretary for Finance & Administration or
Designee

RECOMMENDED BY:

 20 FEB 20

Deputy Secretary or Designee

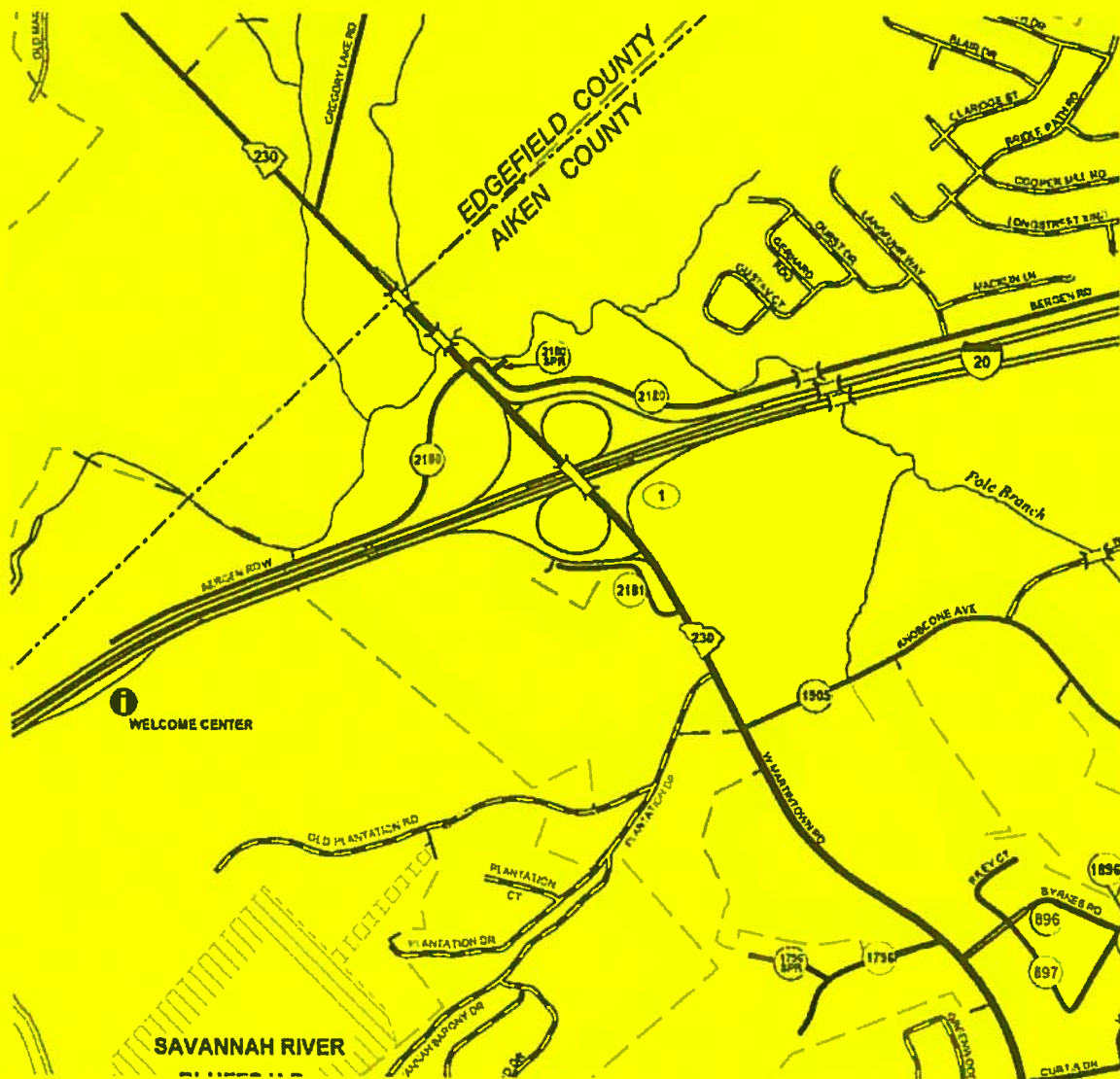
REVIEWED BY:



Title: *Director of Traffic Engineering*

FPA-9-20

**EXHIBIT A
PROJECT DETAILS AND PROJECT AREA MAP**



ATTACHMENT #9

ORDINANCE NO. 2020-09
AMENDING ARTICLE 18 – ADMINISTRATION, OF THE NORTH AUGUSTA
DEVELOPMENT CODE, CHAPTER 18 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 which is consistent with the City's Comprehensive Plan and which incorporates all City zoning and land development regulations; and

WHEREAS, pursuant to Section 5.3.3.2 Text Amendments in Article 5, Approval Procedures, of the North Augusta Development Code, any person, property owner, board, commission, department or the City Council may apply for a change in zoning ordinance text; and

WHEREAS, the North Augusta Planning Commission, following a February 20, 2020, public hearing, reviewed and considered a request by the Planning and Development Department to amend Article 18 – Administration, to add term limits for appointed Planning Commissioners. The Planning Commission report has been provided to City Council for consideration.

The Mayor and City Council have reviewed the request as well as the report from the Planning Commission and has determined that the change to the text of the Development Code is appropriate.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

- I. The North Augusta Development Code, Chapter 18 of The City of North Augusta, South Carolina Code of Ordinances, Providing for New Zoning and Land Development Regulations for the City of North Augusta, South Carolina, is hereby amended and shall read as described in the following section. The section of the Code affected by the proposed amendment is identified by the section number.

A. Article 18, Administration, Section 18.2.1 Terms is amended to read:

18.2.2.1. Terms

a. The Planning Commission shall consist of seven (7) members appointed by the City Council upon recommendation by the Mayor, and shall serve four (4) year terms. Upon a vacancy created by a resignation of any member, the vacancy should be filled for the unexpired term in the manner as are original appointments.

b. For terms expiring after 2020, members may be reappointed for a maximum of two (2) full terms plus any unexpired term they may have been appointed to fill. Members may be reappointed after one (1) full calendar year.

B. Article 18, Administration, Table of Contents will be edited to reflect new page numbers, titles or item numbering associated with the text changes outlined herein.

II. All other Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

III. This Ordinance shall become effective immediately upon its adoption on second reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2020.

First Reading _____

Robert A. Pettit, Mayor

Second Reading _____

Third Reading _____

ATTEST:

Sharon Lamar, City Clerk

Department of Planning and Development



Project Staff Report

RZT19-007: Article 18 – Administration

Prepared by: Libby Hodges

Meeting Date: February 20, 2020

SECTION 1: PROJECT SUMMARY

Project Name	Article 18 -- Administration
Applicant	City of North Augusta
Proposed Text Amendment	A request by the City of North Augusta to revise to Article 18, Administration, to add term limits for members appointed to the Planning Commission.

SECTION 2: GENERAL DESCRIPTION

The Planning Commission has requested a revision to Article 18, Administration, to add term limits for members appointed to the Planning Commission.

SECTION 3: PLANNING COMMISSION CONSIDERATION

The Planning Commission is being asked to review a request for a text amendment based on the following provisions of the North Augusta Development Code:

5.1.4.6 Legislative and Advisory Hearings – The purpose of a legislative public hearing is to provide the public an opportunity to be heard consistent with the adoption procedures provided by statute. Unlike quasi-judicial hearings, a legislative proceeding does not require due process protections such as the right of the parties to offer evidence, cross-examination, sworn testimony; or written findings of fact. Like quasi-judicial hearings, legislative hearings are public hearings preceded by notice to interested parties. Public hearings are required for legislative review hearings such as amendments to a comprehensive plan, amendments to this Chapter including the zoning provisions of this Chapter and the Official Zoning Map, and applications for a Planned Development. The order of the proceedings for a legislative hearing shall be as set forth in §5.1.4.5.b. Testimony may be presented by any member of the public, but need not be submitted under oath or affirmation. The Planning Commission and Board of Zoning Appeals may establish a time limit for testimony.

5.3.2 Applicability

This section applies to any application for an amendment to the text of this Chapter or for an amendment to the Official Zoning Map. An amendment to the Official Zoning Map which reclassifies property from one zoning district to another is known as a “rezoning.” A change to the text of this Chapter is referred to as a “text amendment”.

5.3.3 Initiation

This Chapter, including the Official Zoning Map and any supporting map(s), may be amended from time to time by the City Council, but no amendment shall become effective unless it shall have been proposed by or shall have first been submitted to the Planning Commission for review and recommendation. Any communication purporting to be an application for a change shall be regarded as mere notice to seek relief until it is made in the form required. Upon receipt of any communication, the interested parties shall be supplied with the proper application form(s) by the Director.

(5.3.3.1 Rezoning, does not apply, removed for brevity)

5.3.3.2 Text Amendment – Any person, property owner, board, commission, department or the City Council may apply for a change in zoning ordinance text. A proceeding for approval of a text amendment may be initiated by filing an application with the Department. The application shall be signed by the applicant and shall include the language of the proposed amendment to the text of this Chapter and the justification for the proposed change. Before any application is accepted by the Department, it is recommended that the applicant meet with a representative of the Department. The purpose of the pre-application meeting is to discuss the procedures and requirements for a text amendment request. During the conference, the Department will identify the submittal requirements.

5.3.5 Decision

5.3.5.1 The Director shall transmit the application to the Planning Commission for consideration at the next regularly scheduled monthly meeting following receipt of a complete application, provided that the complete application is submitted at least thirty (30) calendar days prior to said meeting. Notice of the public hearing shall be provided as set forth in §5.1.3. The Planning Commission shall approve or deny the zoning amendment in accordance with the procedures for a legislative hearing as set forth in §5.1.4.6.

5.3.5.2 At least ten (10) days' notice and opportunity to comment must be given to the public if the applicant is allowed to present oral or written comments pursuant to S.C. Code §6-29-760.

5.3.5.3 The Planning Commission shall submit its recommendation to the City Council within thirty (30) calendar days, or other period required by law, after the initial hearing date (see S.C. Code §6-29-760(A)). A majority vote is required for the Planning Commission to approve, approve with conditions, if applicable, or deny a rezoning or text amendment application. A recommendation of approval with conditions of a rezoning may be submitted only if a conditional use permit is requested pursuant to §5.5.

5.3.5.4 The City Council shall consider the recommendation of the Planning Commission on each proposed rezoning and text amendment within thirty (30) days of receipt of the Planning Commission report. The City Council is not bound by the recommendation in making a final decision and may call for additional information and/or public hearing(s).

5.3.5.5 No challenge to the adequacy of notice or challenge to the validity of a rezoning or text amendment, whether enacted before or after the effective date of this section, may be made sixty (60) days after the decision of the City Council if there has been substantial compliance with the notice requirements of this section, with established procedures of the City Council and the Planning Commission and with S.C. Code §6-29.

5.3.6 Approval Criteria

Whenever the public necessity, safety or general welfare justifies such action, the Planning Commission may recommend amendments to the text of this Chapter or changes to zoning district boundaries. The Planning Commission shall consider all of the factors specified in this section, at a minimum, in reviewing an application for a rezoning. **The Planning Commission shall consider the factors specified in §5.3.3.2 in reviewing an application for a text amendment.**

The Planning Commission is being asked to review the proposed text changes and provide a recommendation of approval or denial, which will be forwarded to the City Council. Section 5.3.3.2 does not require additional standards for analysis to address in this staff report.

SECTION 4: PUBLIC NOTICE

A public notice of the text amendment request and scheduled date of the Planning Commission public hearing was published in the *North Augusta Star* and on the City's website www.northaugusta.net on February 13, 2020.

SECTION 5: HISTORY

The North Augusta Development Code was adopted by City Council on December 17, 2007, effective January 1, 2008. In several study sessions in the second quarter of 2019, the Planning Commission reviewed the current Rules of Procedure and recommended several changes. Those changes were formally adopted at the January 16, 2020, Planning Commission meeting. At that time, staff recommended that term limits be revised in the text of the development code instead of the Rules, as it would be more enforceable.

SECTION 6: SUMMARY OF CHANGES AND PROPOSED AMENDMENTS

The Planning Commission is asked to consider removing and correcting references to Article 18: Administration.

In the attached drafts, items ~~struck through~~ are removed and items underlined are added.

SECTION 7: ATTACHMENTS

1. Public Notice
2. Revised Text of Article 18 (2 pages)

City of
North Augusta, South Carolina
Planning Commission

PUBLIC HEARING NOTICE

The North Augusta Planning Commission will hold a public hearing at its regular monthly meeting beginning at 7:00 PM on February 20, 2020, in the Council Chambers, North Augusta Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina, to receive public input on the following applications:

RZT19-007 – A request by the City of North Augusta to add term limits for Planning Commissioners in Article 18, Administration, of the North Augusta Development Code.

RWA20-001 – A request by Westo Development Company, LLC to abandon a five foot portion of right-of-way along Westo Street located within Blocks 16 and 17 of Phase D in the Hammond's Ferry Planned Development.

Documents related to the applications will be available for public inspection after February 13th in the Department of Planning and Development on the second floor of the North Augusta Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina, 803-441-4221. Citizens and property owners interested in expressing a view on the request are encouraged to attend.

CITIZEN ASSISTANCE:

Individuals needing special assistance or a sign interpreter to participate in the meeting are asked to please notify the Department of Planning and Development at 803-441-4221 at least 48 hours prior to the meeting.

ARTICLE 18 – ADMINISTRATION

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18.1 AUTHORITY

The agencies designated in this Article are established pursuant to the authority delegated to cities and counties in South Carolina under the Code of Laws, Title 6, Chapter 29.

18.2 PLANNING COMMISSION

18.2.1 Statutory Authority

A Planning Commission is hereby established pursuant to S.C. Code, §6-29-320.

18.2.2 Members and Appointment

18.2.2.1. Terms

- a. The Planning Commission shall consist of seven (7) members appointed by the City Council upon recommendation by the Mayor, and shall serve four (4) year terms. ~~of until successors are appointed, whichever is later.~~ Upon a vacancy created by a

ARTICLE 18 – ADMINISTRATION

resignation of any member, the vacancy should be filled for the unexpired term in the manner as are original appointments.

- b. For terms expiring after 2020, members may be reappointed for a maximum of two (2) full terms plus any unexpired term they may have been appointed to fill. Members may be reappointed after one (1) full calendar year.

18.2.3 Jurisdiction

The jurisdiction of the Planning Commission is established pursuant to S.C. Code §6-29-1110, wherein, approval of major subdivisions by the Planning Commission is hereby required as a condition for the filing of final plats approved pursuant to such major subdivisions with the Office of the Registrar of Mesne Conveyance (RMC) of Aiken County or the Office of the Clerk of Court of Edgefield County, except as provided in S.C. Code §6-29-1110 (2) and Article 5, Approval Procedures.

18.2.4 Board of Zoning Appeals Decision

The decision of the Board of Zoning Appeals shall substitute for that of Planning Commission whenever the Board of Zoning Appeals has jurisdiction over a subdivision or site plan pursuant to S.C. Code §6-29-800(A)(1).

18.3 PLANNING COMMISSION RULES OF PROCEDURE

18.3.1 Authority

These rules of procedure are adopted pursuant to S.C. Code §6-29-360.

18.3.2 Officers

The officers of the Planning Commission shall be a chairman and a vice-chairman elected for one (1) year terms at the last meeting of the Planning Commission in each calendar year prior to the term. The officers of the Planning Commission may serve consecutive terms. The Director shall serve as secretary to the Planning Commission.

18.3.2.1 Chairman – The chairman shall be a voting member of the Planning Commission and shall:

- a. Call meetings of the Planning Commission;
- b. Preside at meetings and hearings;
- c. Act as spokesperson for the Planning Commission;
- d. Transmit reports and recommendations to the Mayor and City Council; and
- e. Perform other duties approved by the Planning Commission.

18.3.2.2 Vice Chairman – The vice chairman shall exercise the duties of the chairman in the absence, disability, or disqualification of the chairman. In the absence of the chairman and vice chairman, an acting chairman shall be elected by a majority of the members present at any regular meeting.

18.3.2.3 Secretary to the Planning Commission – The secretary shall:

- a. Provide notice of meetings;
- b. Assist the chairman in preparation of agendas;
- c. Cause minutes of meetings and hearings to be kept;
- d. Sign documents for the Planning Commission;
- e. Maintain Planning Commission records as public records;

ATTACHMENT 10

ORDINANCE NO. 2020-10

ABANDONING A ROAD RIGHT-OF-WAY SHOWN ON A PLAT FOR HAMMOND'S FERRY, PHASE D, SECTIONS 1 AND 4, DATED JANUARY 2, 2020, IN THE CITY OF NORTH AUGUSTA

WHEREAS, at its regularly scheduled meeting of February 20, 2020, the North Augusta Planning Commission considered the request of property owners, Westo Development Company, LLC, Christine McElmurray, and Clay N. and Leila E. Stallworth, for the City to abandon a section of a platted road right-of-way adjoining their properties; and

WHEREAS, the portion of road right-of-way requested to be abandoned is shown as Tracts A, B, C, D, E, F and G, on a plat prepared for Hammond's Ferry Phase D, Section 1, Lots 7, 8 & 9 of Block 16, and Section 4, Lots 1, 2, 3 & 4 of Block 17, by H & C Surveying, Inc., dated January 2, 2020; and

WHEREAS, THE Planning Commission, after reviewing the request, determined that the subject abandoned right-of-way would not conflict with the City's Comprehensive Plan. Therefore, abandonment of the road right-of-way would be appropriate; and

WHEREAS, upon completion of their review, the Planning Commission unanimously recommended to the City Council that the subject right-of-way be abandoned; and

WHEREAS, the Planning Commission held a duly advertised public hearing on the requested abandonment on February 20, 2020, for the purpose of receiving input from the public on the requested abandonment; and

WHEREAS, following consideration of the recommendation from the Planning Commission and any input received at the public hearing, Mayor and Council have determined that it is appropriate that the City abandon any interest in the identified road right-of-way.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council in meeting duly assembled and by the authority thereof, that the section of platted but unopened and unnamed road right-of-way described herein is hereby abandoned.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2020.

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

ROBERT A. PETTIT, MAYOR

ATTEST:

SHARON LAMAR, CITY CLERK

Project Staff Report

RWA20-001 Westo Street ROW Abandonment

Prepared by: Kuleigh Baker

Meeting Date: February 20, 2020

SECTION 1: PROJECT SUMMARY

Project Name	Westo Street ROW Abandonment
Applicant	Westo Development Company, LLC
General Location	Westo Street in the Hammond's Ferry Planned Development
Parcel Numbers	A portion of right-of-way adjacent to TPN 003-16-13-002, 003-16-13-003, 003-16-13-004, 003-16-13-005, 003-16-08-007, 003-16-09-001, and 003-16-09-002

SECTION 2: GENERAL DESCRIPTION

On March 27, 2019, the Planning and Development Department received an application from Westo Development Company, LLC requesting the abandonment of a ±0.851 acre portion of right-of-way located along Westo Street in Blocks 16 and 17 of Hammond's Ferry, Phase D. The 5 foot section of right-of-way sought to be abandoned is indicated as Tracts "A-G" on a plat titled "Revised Plat of 7 Lots Located in Hammond's Ferry including Lots 7, 8 & 9 of Block 16 of Phase D, Section 1 and Lots 1, 2, 3 & 4 of Block 17 of Phase D, Section 4" by H&C Surveying, Inc. dated January 2, 2020.

SECTION 3: PLANNING COMMISSION CONSIDERATION

The Planning Commission is being asked to review the request for a right-of-way abandonment based on the following provisions of the North Augusta Development Code:

18.3.7.2 Street Abandonment – All applications for the abandonment of a street or other public right of way shall be considered by the Planning Commission for conformity and consistency with the Comprehensive Plan and recommendations regarding the requested abandonment shall be forwarded to the City Council in accordance with the procedures specified in Article 5, Approval Procedures.

SECTION 4: PUBLIC NOTICE

Per NADC Table 5-1, a notice of the right-of-way abandonment request and scheduled date of the Planning Commission public hearing was mailed to the owners of property within 200 feet of the subject property on February 3, 2020. A public notice of the right-of-way abandonment request and scheduled date of the Planning Commission public hearing was published in *The North Augusta Star* and on the City's website www.northaugusta.net on February 5, 2020. The property was posted with the required public hearing notice sign on February 5, 2020.

SECTION 5: HISTORY

Final Plat for Phase D, Section 1 was recorded on May 4, 2016 and did not indicate sidewalk location for Lots 7, 8, and 9 of Block 16. The Final Plat for Phase D, Section 4 was approved September 10, 2019. The lot lines were drawn incorrectly at that time, leaving a 5 foot strip at the rear of the sidewalk that was inadvertently deeded to the City of North Augusta instead of remaining a part of Lots 1, 2, 3, and 4 along Westo Street in Block 17.

The applicant requests abandonment of a ± 0.851 acre portion of right-of-way extending approximately 5 feet from the back of the sidewalk towards the property line of Lots 1, 2, 3, and 4 in Block 17 in Hammond's Ferry Phase D, Section 4 and Lots 7, 8, and 9 of Block 16 in Hammond's Ferry Phase D, Section 1. The lots are located along Westo Street between Boeckh Street and Front Street.

SECTION 6: STAFF RECOMMENDATION

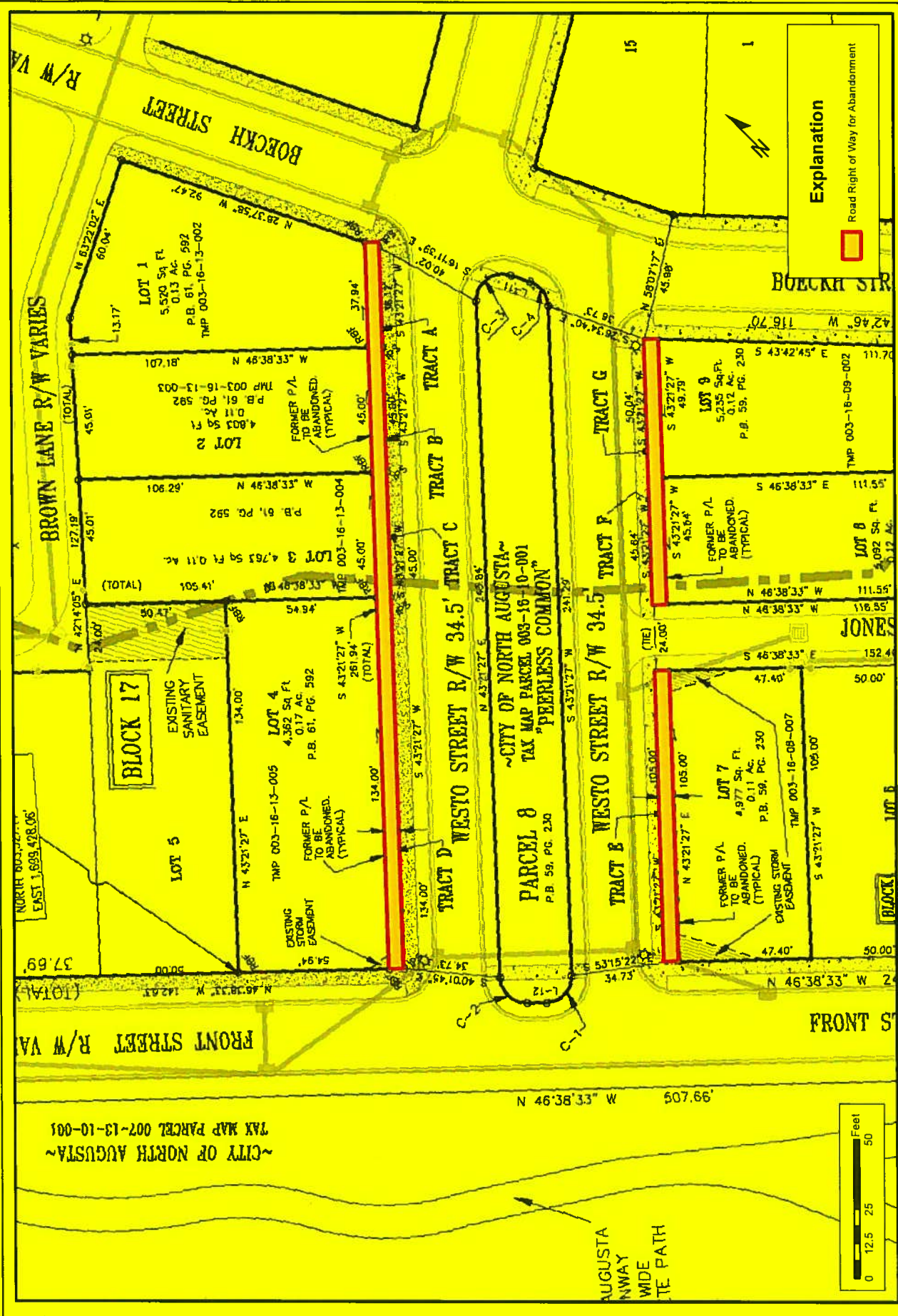
Staff recommends abandonment of the right-of-way that has been utilized by the property owners since the time of construction.

SECTION 7: ATTACHMENTS

1. Public Notice
2. Application Documents



RWA20-001 Proposed Abandonment of Westo Street Right of Way



LOT SUMMARY

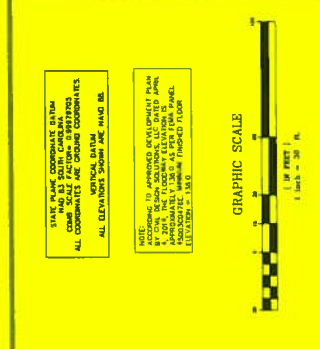
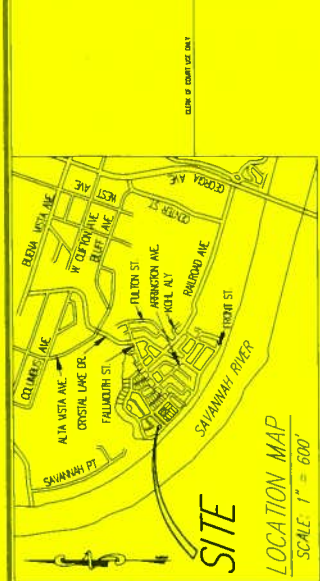
LOT No.	OWNER	TAX MAP PARCEL	ORIGINAL SQ. FT.	TRACT AREA ADDED	REVISED SQ. FT.	REVISED ACREAGE	LOT No.
BLOCK 17 P.B. 61, P.C. 592	LOT 1	003-16-13-002	5,230 sq.ft.	A. 185 sq.ft.	5,415 sq.ft.	0.124 acres	LOT 1
	LOT 2	003-16-13-003	4,803 sq.ft.	B. 270 sq.ft.	5,073 sq.ft.	0.115 acres	LOT 2
	LOT 3	003-16-13-004	4,753 sq.ft.	C. 273 sq.ft.	5,026 sq.ft.	0.115 acres	LOT 3
	LOT 4	003-16-13-005	4,252 sq.ft.	D. 679 sq.ft.	4,931 sq.ft.	0.115 acres	LOT 4
BLOCK 18 P.B. 59, P.C. 230	LOT 5	003-18-05-007	4,377 sq.ft.	E. 329 sq.ft.	4,706 sq.ft.	0.107 acres	LOT 5
	LOT 6	003-18-09-001	5,052 sq.ft.	F. 229 sq.ft.	5,281 sq.ft.	0.120 acres	LOT 6
	LOT 7	003-18-09-002	5,230 sq.ft.	G. 230 sq.ft.	5,460 sq.ft.	0.126 acres	LOT 7
	LOT 8	003-18-09-001	5,230 sq.ft.	H. 230 sq.ft.	5,460 sq.ft.	0.126 acres	LOT 8
	LOT 9	CHRISTIE MEMORIAL REVOCABLE TRUST	003-18-09-002	5,230 sq.ft.	I. 230 sq.ft.	5,460 sq.ft.	0.126 acres

CURVE TABLE

CURVE LENGTH	RADIUS	BEARING	CHORD
C-1	18.87'	S 88° 32' 41" W	11.44'
C-2	18.87'	S 88° 32' 41" W	11.44'
C-3	18.87'	S 88° 32' 41" W	11.44'
C-4	11.60'	S 80° 21' 40" E	10.80'

LINE TABLE

LINE	BEARING	DISTANCE
L-1	S 23° 27' 26" E	5.34'
L-2	S 88° 32' 41" W	11.44'
L-3	S 88° 32' 41" W	5.00'
L-4	S 88° 32' 41" W	5.00'
L-5	N 88° 32' 41" W	5.00'
L-6	S 88° 32' 41" W	5.00'
L-7	N 48° 32' 41" W	5.00'
L-8	S 48° 32' 41" W	5.00'
L-9	N 48° 32' 41" W	5.00'



- GENERAL NOTES**
1. EASEMENTS ARE UNDER THE JURISDICTION OF THE US ARMY CORP'S OF ENGINEERS. ANY DISTURBANCE MUST BE PERMITTED UNDER THIS AGENCY.
 2. NO. 4 HE BARS ARE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
 3. ZONING = PD.
 4. A 20 FOOT PERMANENT UTILITY EASEMENT IS RESERVED OVER AND CENTERED, ON ALL UTILITY LINES, PIPES OR CABLES AS SHOWN OR AS NOTED OTHERWISE NOTED.
 5. ADDITIONAL RESTRICTIVE COVENANTS MAY BE REDDED WITH THIS PLAN.
 6. THESE ARE STATE WATERS LOCATED WITHIN 200' OF SOME OF THESE PARCELS OR LOTS.
 7. THE DEED RECORDING INFORMATION IS AS SHOWN ON THE DEED RECORDS AND THE FACTS THEREIN.
 8. ACCORDING TO THE FLOOD ELEVATION RATE MAPS FOR COMMUNITY PANEL NUMBER 400303242E, EFFECTIVE DATE AUGUST 19, 2018, AND AS SHOWN FROM 100' PANEL, ALL OF LOTS 4 AND 7 ARE ZONED AS A-Z (WITH BASE FLOOD ELEVATIONS). AN ELEVATION CERTIFICATE MUST BE PREPARED FOR EACH LOT TO HAVE A FULLY ACCURATE DETERMINATION.
 9. THE DEED RECORDING INFORMATION IS AS SHOWN ON THE DEED RECORDS AND THE FACTS THEREIN.
 10. THE SURVEYING COMPANY HAS FIELD VERIFIED THE BOUNDARIES OF THIS SURVEY.

REVISED PLAT
OF 7 LOTS LOCATED IN
HAMMOND'S FERRY
INCLOSURE
LOTS 7, 8 & 9 OF BLOCK 16
PHASE D, SECTION 1
AND
LOTS 1, 2, 3, & 4 OF BLOCK 17
PHASE D, SECTION 4

SHOWING PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA Aiken County, SOUTH CAROLINA

THE BOUNDARIES OF THIS PLAT AS SHOWN ARE BASED ON THE SURVEY MADE BY THE SURVEYOR AND THE SURVEYOR HAS FIELD VERIFIED THE BOUNDARIES OF THIS PLAT. THE SURVEYOR HAS FIELD VERIFIED THE BOUNDARIES OF THIS PLAT. THE SURVEYOR HAS FIELD VERIFIED THE BOUNDARIES OF THIS PLAT.

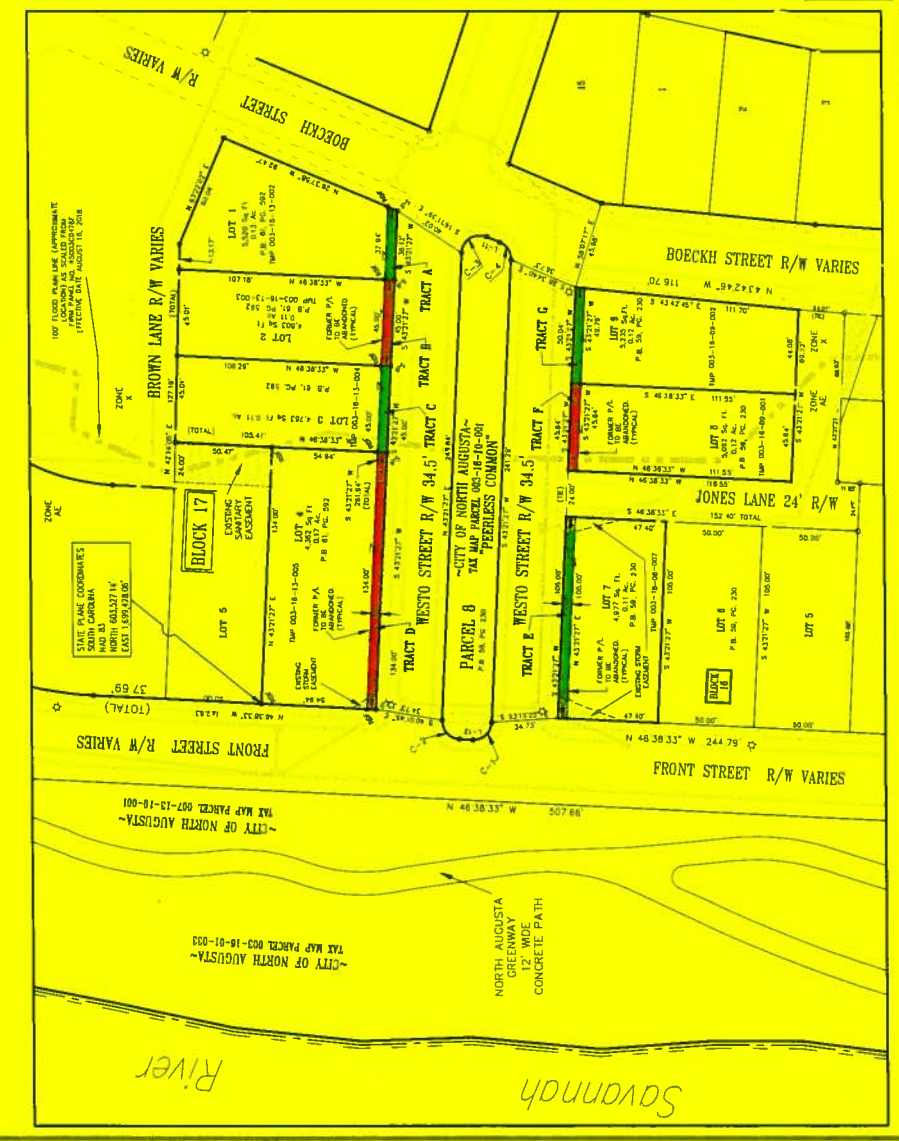
SCALE 1" = 30' DATE JANUARY 2, 2020

H&C Surveying, Inc.

3627-E COMMERCIAL COURT P. O. BOX 211325
WARRIERS, CA 90071 PHONE (708) 953-1943

SHEET 1 OF 1

FOR REVIEW ONLY



SURVEYOR'S CERTIFICATION

I, THE SURVEYOR, HAVE MADE A PERSONAL VISIT TO THE SITE AND HAVE FOUND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT. THE SURVEYOR HAS FIELD VERIFIED THE BOUNDARIES OF THIS PLAT. THE SURVEYOR HAS FIELD VERIFIED THE BOUNDARIES OF THIS PLAT.

WILLIAM J. McCALL
REGISTERED SURVEYOR
LICENSE NO. 3587
STATE OF SOUTH CAROLINA

ATTACHMENT 11

RESOLUTION NO. 2020-09

A RESOLUTION APPROVING A REPRIORITIZED PROJECT AND FUNDING LIST FOR CAPITAL PROJECT SALES TAX IV (CPST IV)

WHEREAS, a referendum on the reimposition of the Capital Project Sales Tax in Aiken County was held on November 6, 2018 and resulted in the voters' approval of the ballot on reimposition of the tax and the Aiken County Council declared the results of the Referendum in Resolution Number 18-11-178 approved by Council on November 14, 2018;

WHEREAS, the City of North Augusta included 19 projects totaling \$30,700,000 in funding in the referendum which were approved by voters;

WHEREAS, the City of North Augusta has elected to reprioritize certain projects in order of performance and reallocated funding among certain projects;

WHEREAS, the City of North Augusta City Council is required to approve all reprioritization of projects and funding and submit reprioritized project list to Aiken County; and

BE IT FURTHER RESOLVED that the City of North Augusta projects and funding allocations are hereby prioritized as listed on the attached Exhibit A;

BE IT FURTHER RESOLVED that the City of North Augusta shall submit this reprioritized capital project and funding list to the Aiken County.

DONE, RATIFIED, AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF MARCH, 2020.

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

EXHIBIT A

CAPITAL PROJECTS SALES TAX IV PROJECTS

Proposed Project Priority	Funding Allocation Per Referendum	Funding Allocation Changes	Revised Funding Allocation
1	Headquarters Development	10,500,000	11,100,000
2	Software and Technology Enhancements for a Citizen Information Portal, Record Keeping & Storage, Transaction Processing, Accounting and Financial Reporting	575,000	575,000
3	Gateways and Wayfinding Enhancements (Highway 1 @ Martintown Road, East Buena Vista @ Highway 1, Edgefield Road @ Georgia Avenue, I-20 @ Martintown Road)	1,250,000	1,250,000
4	Martintown Road at US 1 Interchange Design and Improvements	2,000,000	2,000,000
5	Activities Center Improvements (walking track, workout room, chillers and boilers, IT connectivity)	700,000	700,000
6	Park Improvements (ballpark, fields and street lighting, Creighton Park playground equipment)	1,500,000	1,500,000
7	Community Center Upgrades (roof, lighting, flooring, AV equipment, paving)	150,000	150,000
8	Greenway Maintenance and Connectivity	650,000	650,000
9	Stormwater Infrastructure Improvements (see listing)	1,500,000	1,500,000
10	Downtown Greenway Connector	900,000	900,000
11	Street Resurfacing Program (see listing)	1,450,000	1,450,000
12	Road Reconstruction Program (see listing)	3,000,000	3,000,000
13	Wastewater Infrastructure Improvements (see listing)	3,500,000	3,500,000
14	Safety and Security Improvements for the Municipal Building	425,000	425,000
15	Finance Department Lobby Improvements for the Citizen Transactions	100,000	100,000
16	Downtown Pedestrian and Vehicular Traffic and Safety Enhancements (signage, medians, sidewalks)	300,000	300,000
17	Georgia Avenue Undergrounding Utilities	700,000	700,000
18	Fire Apparatus	1,000,000	400,000
19	New Savannah Bluff Lock & Dam	500,000	500,000

By motion of F. Dickert & vote of Council #4 was reprioritized to #18.

3-2-2020
dtd

\$ 30,700,000	\$ -	\$ 30,700,000
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ATTACHMENT #12

RESOLUTION NO. 2020-10

ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
SANITARY SEWER, STORMWATER COLLECTION AND FIRE SUPPRESSION
SYSTEMS, AND ASSOCIATED EASEMENTS AND RIGHTS OF WAY, ALONG WITH
A MAINTENANCE GUARANTEE AND LETTER OF CREDIT, FOR THE RETREAT
AT WALNUT VILLAGE, PHASE I AND NORTHRIDGE DRIVE

WHEREAS, The Retreat at Walnut Village, LLC developed The Retreat at Walnut Village, Phase I 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 January 14, 2020 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 utility easements, to include sanitary sewer lines and storm sewer lines, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, located in Phase I of the Retreat at Walnut Village Subdivision, to-wit: Outpost Drive, Whistle Stop Drive, and Passage Drive. Such Drives, sanitary sewer lines and easements as well as storm sewer lines and easements, that are transferred hereby, are as shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019 and recorded in the office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 843-844.

ATTACHMENT #12

RESOLUTION NO. 2020-10

* ACCEPTING A DEED OF DEDICATION FOR THE STREETS,
~~WATER DISTRIBUTION SYSTEM, SANITARY SEWER, STORMWATER
COLLECTION AND FIRE SUPPRESSION SYSTEMS, AND ASSOCIATED
EASEMENTS AND RIGHTS OF WAY, ALONG WITH A MAINTENANCE
GUARANTEE AND LETTER OF CREDIT, FOR THE RETREAT
AT WALNUT VILLAGE, PHASE I AND NORTHRIDGE DRIVE~~

WHEREAS, The Retreat at Walnut Village, LLC developed The Retreat at Walnut Village, Phase I 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 January 14, 2020 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 utility easements, to include sanitary sewer lines and storm sewer lines, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, located in Phase I of the Retreat at Walnut Village Subdivision, to-wit: Outpost Drive, Whistle Stop Drive, and Passage Drive. Such Drives, sanitary sewer lines and easements as well as storm sewer lines and easements, that are transferred hereby, are as shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019 and recorded in the office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 843-844.

* Scribener's error

AbL
3.2.2020

RESOLUTION ACCEPTING DEED OF DEDICATION –
THE RETREAT AT WALNUT VILLAGE, PHASE I

Reference is hereby made to say plat for a more particular description as to the metes, bounds and exact location of property.

The utility easements conveyed are specifically referred to as Easements Numbered 1, 2, 3, 4, 5, 6, and 9.

This being a portion of the property conveyed to Raymond D. Brown by deed of Augusta Industrial Park, LLC, dated February 25, 2019, recorded in the Office of the RMC for Aiken County, South Carolina on February 27, 2019, in Record Book 4764 at pages 1888-1890.

Tax Map and Parcel Number: Portion of: 010-14-04-022

And

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, consisting of the Right-of-Way of Northridge Drive.

Such Right-of-Way extending from the Right-of-Way of Walnut Lane to property now belonging to Raymond D. Brown as part of the Development of Phase I of The Retreat at Walnut Village.

Said property conveyed is shown on two separate plats. The majority of the conveyance which is shown upon a plat prepared for Meybohm Riverwood, LLC, prepared by H & C Surveying, Inc. dated September 15, 2017 and revised December 9, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 843-844. Said Property is described on said plat as PARCEL 3 CONSISTING OF 40,499 SQUARE FEET/0.93 ACRES.

The remaining portion of such Right-of-Way is shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 909. Reference is hereby made to said plat for a more particular description as to the metes, bounds and exact location of property.

The property being conveyed is identified as PARCEL 4, CONSISTING OF 6,202 SQUARE FEET/0.14 ACRES, and further identified as "Future Right-of-Way".

RESOLUTION ACCEPTING DEED OF DEDICATION –
THE RETREAT AT WALNUT VILLAGE, PHASE I

This being a portion of the property conveyed to Meybohm Riverwood, LLC by deed of Meybohm Realty, Inc., dated December 31, 2018, recorded in the Office of the RMC for Aiken County, South Carolina in Record Book 4760 at pages 2061-2063.

TAX MAP AND PARCEL NUMBER: Portion of: 010-14-04-007

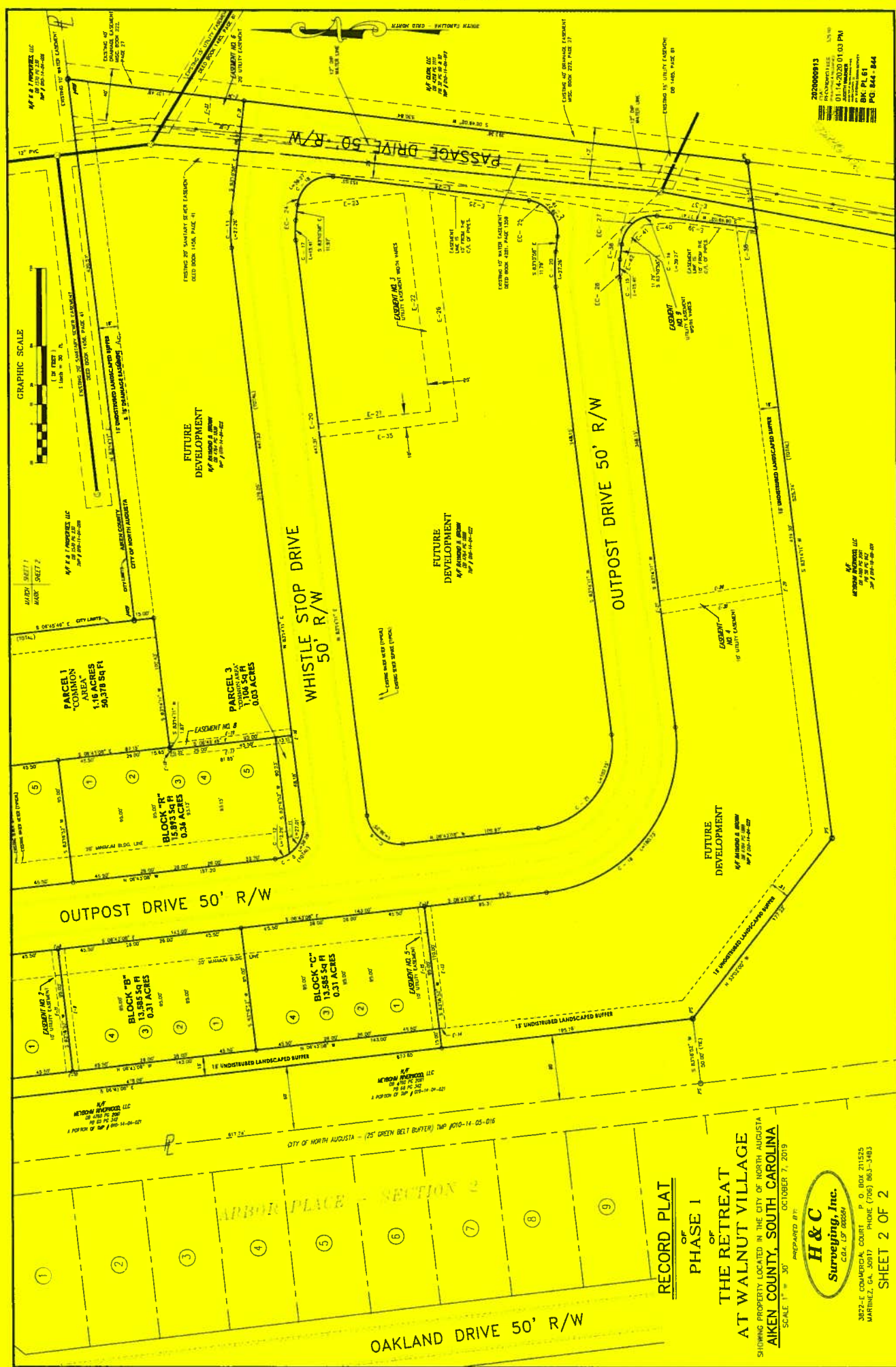
BE IT FURTHER RESOLVED that a Maintenance Guarantee and Irrevocable Letter of Credit in the amount of \$88,500.00 are hereby accepted.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2020.

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk



2020000913
 H & C Surveying, Inc.
 1111 S. UNIVERSITY 0100 PMU
 AIKEN, SOUTH CAROLINA 29801
 BK: PL 61
 PG: 644-644

GRAPHIC SCALE
 1" = 200' FT.
 1" = 100' FT.
 1" = 50' FT.

PARCEL 1
 "CAMMIN" AREA
 1.16 ACRES
 50,378 SQ FT

PARCEL 3
 1.106 SQ FT
 0.03 ACRES

BLOCK "R"
 0.34 ACRES
 9,317 SQ FT

BLOCK "B"
 0.31 ACRES
 8,507 SQ FT

BLOCK "C"
 0.31 ACRES
 8,507 SQ FT

BLOCK "S"
 1.106 SQ FT
 0.03 ACRES

ARBOR PLACE - SECTION 2

RECORD PLAT
 OF
 PHASE I
 OF
 THE RETREAT
 AT WALNUT VILLAGE
 SHOWING PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA
 AIKEN COUNTY, SOUTH CAROLINA
 SCALE: 1" = 30' PREPARED BY: OCTOBER 7, 2019

H & C
 Surveying, Inc.
 C.O.G. 15' 000564
 3825 E. COASTAL HIGHWAY, SUITE 900, AIKEN, SOUTH CAROLINA 29801
 PHONE: (703) 863-3403

SHEET 2 OF 2

John L. City of North Augusta Dept

2020003861
 P.L.S. RECORDING FEES \$25.00
 PRESENTED TO RECORDERS
 02-17-2020 12:43 PM
 COUNTY OF SOUTH CAROLINA
 1000 STATE STREET, SUITE 100
 B.K.: PL 61
 P.C.: 909 - 909

FOR CLERKS USE ONLY

PARCEL 3
 40,499 Sq Ft
 0.93 Ac.
 85' WIDE ACCESS R/W
 A PORTION OF TMP # 010-14-04-007
 N/F
 MEYBOHM RIVERWOOD, LLC
 DB 4780, PG. 2061
 PLAT BOOK 60, PG. 342

PARCEL 2
 39,895 Sq Ft
 0.92 Ac.
 50' WIDE FUTURE ACCESS R/W
 A PORTION OF TMP # 010-14-04-007
 N/F
 MEYBOHM RIVERWOOD, LLC
 DB 4780, PG. 2061
 PLAT BOOK 60, PG. 342

CITY OF NORTH AUGUSTA
 P.O. Box 6400
 North Augusta, SC 29081
APPROVED FOR RECORDING
 By: *[Signature]*
 Date: 2/19/2020

GENERAL NOTES
 1. NO. 4 RE-BARS ARE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
 2. ADDITIONAL RESTRICTIVE COVENANTS MAY BE RECORDED WITH THIS PLAT.
 3. ADJUSTED PLANE COORDINATE DATUM IS MAD 83 SOUTH CAROLINA EAST ZONE COAST SCALE FACTOR = 0.9997970 ALL COORDINATES AND DISTANCES ARE GROUND. VERTICAL DATUM IS NAVD 88.
 4. AS SCALED FROM THE FLOOD INSURANCE RATE MAPS FOR COMMUNITY PANEL NUMBER 15000, PARCELS 15, 2012, PARCEL 1 DOES NOT LIE WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA.

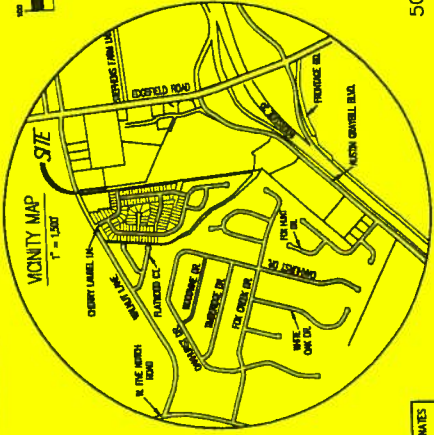
PLAI
 Prepared for
MEYBOHM RIVERWOOD, LLC

THE RIGHT OF THIS PLAT IS TO RECORD PARCELS 1 AND 2 FOR THE CITY OF NORTH AUGUSTA. THE CITY OF NORTH AUGUSTA IS THE SHOWN PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA, Aiken County, South Carolina. DATE RECORDED IS 02/19/2020. PREPARED BY: H & C SURVEYING, INC.

H & C
 Surveying, Inc.
 3822-E COMMERCIAL COURT P. O. BOX 21325
 MARTINEZ, GA 30017 PHONE (770) 863-3463



STATE PLANE COORDINATE DATUM
 MAD 83 SOUTH CAROLINA EAST ZONE
 COAST SCALE FACTOR = 0.9997970
 ALL COORDINATES ARE GROUND COORDINATES.
 VERTICAL DATUM
 NAVD 88.
 ALL ELEVATIONS SHOWN ARE NAVD 88.



Aiken County GIS
 Tel: 810-14-84-807
 Date: 02/19/2020

STATE PLANE COORDINATES
 MAD 83 SOUTH CAROLINA
 EAST ZONE
 EAST 171307.6171

N/F K & T PROPERTIES, LLC
 DB 1570 PG. 230
 TMP # 010-14-04-006

PARCEL 1
 503,206 Sq Ft
 11.55 Ac.
 A PORTION OF TMP # 010-14-04-007

N/F RAYMOND D. BROWN
 DB 4712 PG. 353
 TMP # 010-14-04-022

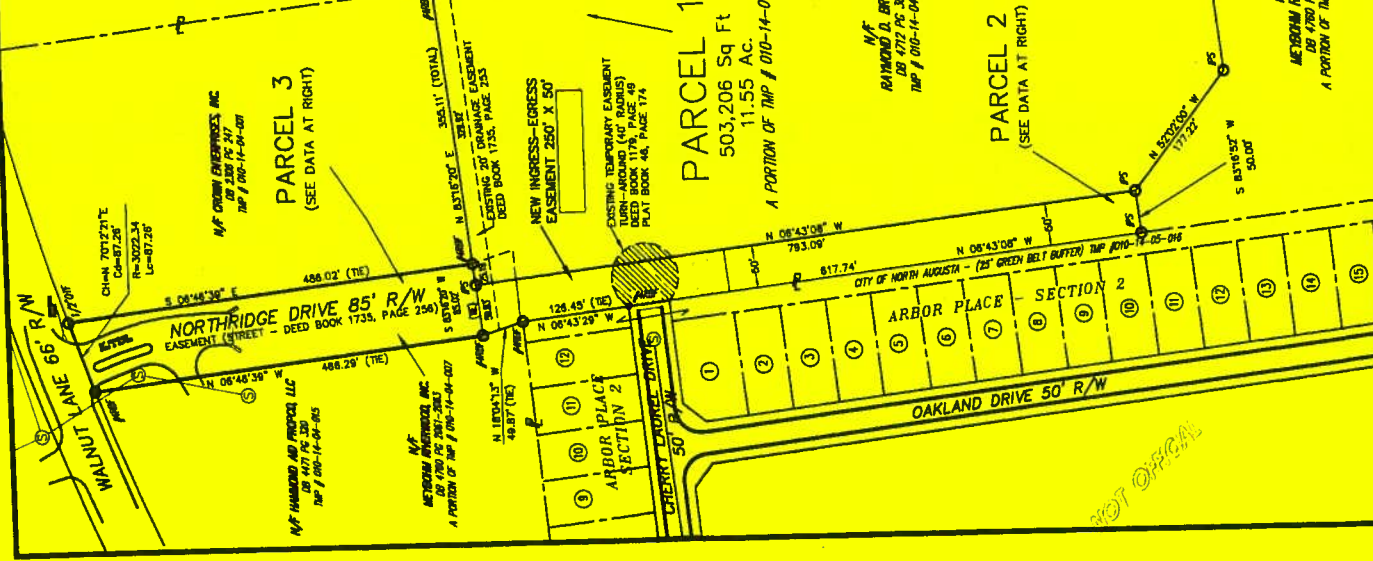
PARCEL 2
 (SEE DATA AT RIGHT)

N/F MEYBOHM RIVERWOOD, INC.
 DB 4780 PG. 2061-2063
 A PORTION OF TMP # 010-14-04-007

LEGEND
 PS = 1/2" REINFORCING BAR SET
 OP = OPEN TOP PIPE FOUND
 CIP = CONCRETE IN PLACE FOUND
 RB = REINFORCING BAR FOUND
 * = COMPUTED POINT
 CF = CONCRETE R/W MONUMENT FOUND
 ** = FIRE HYDRANT
 W = WATER VALVE
 P = POWER POLE
 S = SANITARY SEWER SERVICE
 S = SANITARY MANHOLE
 S = STORM JUNCTION BOX
 W = WATER LINE



SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE PROFESSION OF SURVEYING IN THE STATE OF SOUTH CAROLINA, AND THERE ARE NO KNOWN ENCUMBRANCES OF RECORD AFFECTING THE SURVEY.
[Signature]
 15795
 S.C. P.L.S. No.



NOT OFFICIAL

2017031096
 PLAT
 RECORDING FEES \$10.00
 12-14-2017 04:16 PM
 JUDITH WALKER
 107-COMMERCE COURT
 MATHEZ, GA 30817
 BK: PL 60
 PG: 342 - 342

FOR CLERKS USE ONLY

- LEGEND**
- PS = 1/2" REINFORCING BAR SET
 - OTF = OPEN TOP PIPE FOUND
 - CIPF = COVER TOP PIPE FOUND
 - REF = REINFORCING BAR FOUND
 - = COMPUTED POINT
 - CAF = CONCRETE R/W MONUMENT FOUND
 - XX = FIRE HYDRANT
 - W = WATER VALVE
 - ⊗ = WATER PALE
 - ⊕ = SANITARY SEWER SERVICE
 - ⊙ = SANITARY MANHOLE
 - ⊖ = STORM JUNCTION BOX
 - = WATER LINE



STATE PLANE COORDINATE DATUM
 NAD 83 SOUTH CAROLINA
 COMB. STATE PLANE COORDINATES
 ALL COORDINATES ARE GROUND COORDINATES.
 VERTICAL DATUM
 ALL ELEVATIONS SHOWN ARE NAD 83.

PARCEL 2
 39,895 Sq Ft
 0.92 Ac.
 50' WIDE FUTURE ACCESS R/W
 A PORTION OF TWP # 010-14-04-007

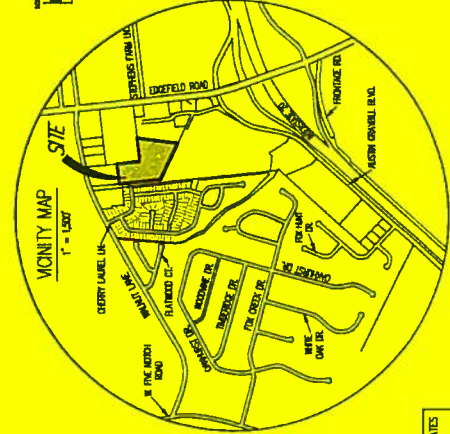
N/F
 METBORNA REALTY, INC.
 DB 4584 PG 878
 A PORTION OF TWP # 010-14-04-007

GENERAL NOTES

1. NO. 4 RE-BARS ARE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
2. ADDITIONAL RESTRICTIVE COVENANTS MAY BE RECORDED WITH THIS PLAT.
3. STATE PLANE COORDINATE DATUM IS NAD 83 SOUTH CAROLINA EAST ZONE. HORIZONTAL COORDINATES AND DISTANCES ARE GROUND. VERTICAL DATUM IS NAD 83.
4. AS SCALED FROM THE FLOOD INSURANCE RATE MAPS FOR COMMUNITY PANEL NUMBER 45003000000, DATED JUNE 15, 2012, PARCEL 1 DOES NOT LIE WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA.



PLAT
 Prepared for
THE RETREAT AT WALNUT VILLAGE, LLC
 WALNUT VILLAGE, LLC
 SHOWING PROPERTY LOCATED IN THE CITY OF NORTH AUGUSTA
 AIKEN COUNTY, SOUTH CAROLINA
 SCALE 1" = 50' SHEET NUMBER IS 307
 Prepared by
H & C Surveying, Inc.
 3029-C COMMERCIAL COURT P. O. BOX 21325
 MATHEZ, GA 30817 PHONE (703) 963-3483



AIKEN COUNTY GIS
 Tax Map: 01B-14-04-221
 Date: 04/02/2018

STATE PLANE COORDINATES
 NAD 83 SOUTH CAROLINA
 COMB. STATE PLANE COORDINATES
 EAST 103827.4071

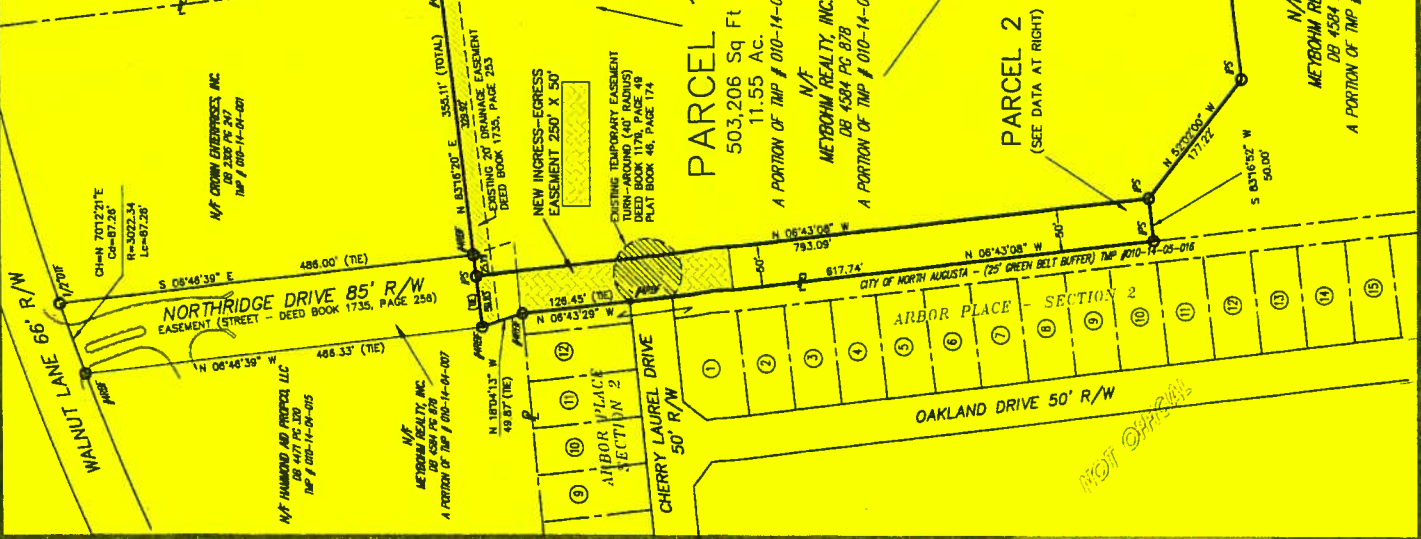
N/F K & T PROPERTIES, LLC
 DB 1570 PG 230
 TWP # 010-14-04-006

PARCEL 1
 503,206 Sq Ft
 11.55 Ac.
 A PORTION OF TWP # 010-14-04-007

N/F
 METBORNA REALTY, INC.
 DB 4584 PG 878
 A PORTION OF TWP # 010-14-04-007

PARCEL 2
 (SEE DATA AT RIGHT)

N/F
 METBORNA REALTY, INC.
 DB 4584 PG 878
 A PORTION OF TWP # 010-14-04-007



APPROVED
 MINOR SUBDIVISION PLAT
 CITY OF NORTH AUGUSTA,
 SOUTH CAROLINA
 Prepared by: H & C Surveying, Inc.
 3029-C COMMERCIAL COURT, MATHEZ, GA 30817
 (703) 963-3483



SURVEYOR'S CERTIFICATION
 I HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ANTI-SURVEYOR'S MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS ALL EXIGENTS OF THE REQUIREMENTS OF SAID MANUAL. I HAVE NOT BEEN ADVISED OF ANY REASONABLE GROUNDS FOR A REASONABLE DOUBT THAT SUCH STATEMENTS ARE TRUE.
 H & C Surveying, Inc.
 15795
 S.C. R.L.S. No. _____
 Signature: [Handwritten Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) DEED OF DEDICATION
FOR PHASE I THE RETREAT
AT WALNUT VILLAGE

THIS INDENTURE, made and entered into this 15TH day of JANUARY, 2020, between Raymond D. Brown, as party of the First Part; and the City of North Augusta, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, as party of the Second Part;

WITNESSETH:

That the party of the First Part for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and other valuable consideration to hereinafter described, has granted, bargained, sold, conveyed, released and confirmed and by these presents do hereby grant, bargain, sell, release, conveyed and confirm, to the Party of the Second Part, its successors and assigns, the following described property, to-wit:

All those certain streets and utility easements, to include sanitary sewer lines and storm sewer lines, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, located in Phase I of the Retreat at Walnut Village Subdivision, to-wit: Outpost Drive, Whistle Stop Drive and Passage Drive. Such Drives, sanitary sewer lines and easements as well as storm sewer lines and easements, that are transferred hereby, are as shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 843-44. Reference is hereby made to said plat for a more particular description as to the metes, bounds and exact location of property.

The utility easements conveyed are specifically referred to as Easements Numbered 1, 2, 3, 4, 5, 6 and 9.

This being a portion of the property conveyed to Raymond D. Brown by deed of Augusta Industrial Park, LLC dated February 25, 2019, recorded in the Office of the RMC for Aiken County, South Carolina on February 27, 2019, in Record Book 4764 at pages 1888-1890.


TAX MAP AND PARCEL NUMBER: Portion of: 010-14-04-022

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

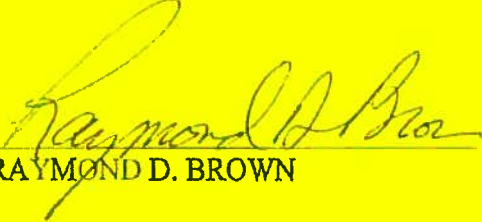
The party of the Second Part, as part of the consideration for this conveyance, accepts this conveyance of said streets, easements and storm water drainage areas and agrees to maintain the same as a part of its road and storm water systems and the acceptance of the delivery of these presents shall be conclusive evidence of such agreement.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said City of North Augusta, its successors and assigns, forever.

WITNESS, the hand and seal of the party of the First Part this 15 day of JANUARY, 2020.



WITNESS (1)



RAYMOND D. BROWN



WITNESS (2)


STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PERSONALLY appeared before me and made oath that he/she saw the within named Raymond D. Brown, sign, seal and as his act and deed, deliver the within written Deed of Dedication, and that he/she with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
15 DAY OF JANUARY, 2020.



WITNESS (1)



NOTARY PUBLIC
MY COMMISSION EXPIRES: FEB 8, 2024
AFFIX SEAL

Accepted by:

CITY OF NORTH AUGUSTA

BY: _____

ROBERT A. PETTIT

ITS: MAYOR

BY: _____

SHARON LAMAR

ITS: CITY CLERK

WITNESS (1)

WITNESS (2)

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PERSONALLY appeared before me and made oath that he/she saw the within named Robert A. Pettit and Sharon Lamar, sign, seal and as their act and deed, deliver the within written Deed of Dedication, and that he/she with the other witness subscribed above, witnessed the execution thereof.

WITNESS (1)

SWORN TO BEFORE ME THIS

DAY OF _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
AFFIX SEAL

LAW OFFICES OF

DONALD H. WHITE
A PROFESSIONAL CORPORATION

Licensed In Georgia and South Carolina

924 Stevens Creek Road, Suite 101
Augusta, Georgia 30907
(706) 860-6810
(706) 860-1549 Fax

511 W. Martintown Road
North Augusta, SC 29841
(803) 202-0212
E-Mail: don@donwhitelaw.com
www.donwhitelaw.com

January 13, 2020

City of North Augusta Planning and Zoning Department
100 Georgia Avenue, Second Floor
North Augusta, South Carolina 29841

Re: The Retreat at Walnut Village, Phase I
Title Certification for The Retreat at Walnut Village, Phase I

ATTORNEY'S CERTIFICATE OF TITLE

I am an attorney admitted to practice law in the State of South Carolina. The opinion set forth in this Certificate of Title may be relied upon only by the City of North Augusta, South Carolina, its successors and assigns, and its legal counsel, but no other party without my prior written consent.

I certify that an examination has been made of the pertinent public records duly indexed and filed in the office of the Clerk of Court, Register of Deeds, Judge of Probate (in the event title passed by descent or devise) and Treasurer's Office for Aiken County and the City of North Augusta, as of January 10, 2020, at 5:00 p.m., which affects the title to the real property described on Exhibit "A" attached hereto and based upon such examination (expressly excluding matters not shown by records herein listed), it is our opinion that Thomas Place Development, LLC, a limited liability company organized under the laws of the State of South Carolina, has a marketable, fee simple, recordable title thereto free and clear of all liens and encumbrances, except as set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

Donald H. White, P.C.

By: _____

Donald H. White
Attorney at Law
S.C. Bar No. 6273

EXHIBIT "A"

All that tract or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken, City of North Augusta, designated as "PARCEL 1", consisting of 11.55 acres [503,206 SQ.FT.], all as shown on a plat dated September 15, 2017, prepared by H&C Surveying, Inc., and recorded on December 15, 2017, in the Office of the R.M.C. for Aiken County, S.C., in Plat Book 60, page 342; reference being made to said plat for a more complete and accurate description of the property hereby conveyed.

This conveyance is made subject to those Permitted Encumbrances attached hereto, as Exhibit "B".

Derivation: This is the same property conveyed to Raymond D. Brown by Deed of Augusta Industrial Park, LLC, dated February 25, 2019, and recorded in Deed Book 4764, pages 1888-1890, in said RMC Office.

Map/Parcel No. 010-14-04-022

PERMITTED ENCUMBRANCES
EXHIBIT "B"

1. County of Aiken taxes for tax year 2020, which are accruing but not yet due and payable. County of Aiken taxes for previous years are paid with no delinquency noted of record.
2. City of North Augusta taxes for tax year 2020, which are accruing but not yet due and payable. City of North Augusta taxes for previous years are not owed.
3. Any inaccuracy in the area, square footage, or acreage of land described in the recorded plat, if any. This title opinion does not represent or guarantee the accuracy of the area depicted in the plat.
4. Rights of upper and lower riparian owners in and to the free and unobstructed flow of any water extending through the land, with diminution.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
6. All tax FIFA's, if any, against any property that does not include the within described property.
7. Any title to any portion of the property within a public right of way.
8. The operation and effect of any and all pertinent zoning ordinances or building restrictions, health department regulations, and regulations of any other governmental bodies or agencies.
9. Any claims or interests acquired through bankruptcy proceedings and/or any defects in title arising out of bankruptcy proceedings.
10. Easement in favor of South Carolina Electric & Gas Company dated November 22, 1968, and recorded in Misc. Book 125, page 271, Aiken County records.
11. Drainage Easement in favor of South Carolina Highway Department dated October 5, 1976, and recorded in the RMC of Aiken County, in Misc. Book 222, page 27.
12. Easement in favor of South Carolina Electric & Gas Company dated October 23, 1979, and recorded in the RMC of Aiken County, in Misc. Book 286, page 287.
13. Easement for utilities dated February 28, 2003, and recorded in the RMC of Aiken County, in Record Book 1179, page 49.
14. Easement in favor of the City of North Augusta, dated August 24, 1992, and recorded in the RMC of Aiken County, in Record Book 1456, page 41.

15. Easement in favor of Assisted Living Concepts, Inc. dated December 11, 1997, and recorded in the RMC of Aiken County, in Record Book 1735, page 253.
16. Easement in favor of Assisted Living Concepts, Inc. dated December 11, 1997, and recorded in the RMC of Aiken County, in Record Book 1735, page 256.
17. Easement in favor of City of North Augusta, dated June 16, 2009, recorded in the RMC of Aiken County, in Record Book 4281, page 1359.
18. Easement in favor of Dominion Energy South Carolina, Inc. dated December 17, 2019, and recorded in the RMC of Aiken County, in Record Book 4820, page 1042.
19. Matters occurring subsequent to the inclusive dated of title 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 debtor owns property; federal condemnation proceedings may vest property in the Federal Government.)
23. 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 *lis pendens* appears of record.

STATE OF SOUTH CAROLINA) DEED OF DEDICATION
) FOR NORTHRIDGE DRIVE RELATED
COUNTY OF AIKEN) TO THE DEVELOPMENT OF PHASE I
THE RETREAT AT WALNUT VILLAGE

THIS INDENTURE, made and entered into this 14 day of Jan., 2020, between Meybohm Riverwood, LLC, as party of the First Part; and the City of North Augusta, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, as party of the Second Part;

WITNESSETH:

That the party of the First Part for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and other valuable consideration to hereinafter described, has granted, bargained, sold, conveyed, released and confirmed and by these presents do hereby grant, bargain, sell, release, conveyed and confirm, to the Party of the Second Part, its successors and assigns, the following described property, to-wit:

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, consisting of the Right-of-Way of Northridge Drive.

Such Right-of-Way extending from the Right-of-Way of Walnut Lane to property now belonging to Raymond D. Brown as part of the Development of Phase I of The Retreat at Walnut Village.

Said property conveyed is shown on two separate plats. The majority of the conveyance which is shown upon a plat prepared for Meybohm Riverwood, LLC, prepared by H & C Surveying, Inc. dated September 15, 2017 and revised Decemr 9, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 61 at page 909. Said Property is described on said plat as PARCEL 3 CONSISTING OF 40,499 SQUARE FEET/0.93 ACRES.

The remaining portion of such Right-of-Way is shown upon a plat of Phase I of The Retreat at Walnut Village prepared by H & C Surveying, Inc. dated October 7, 2019, and recorded in the Office of the RMC for Aiken County, South Carolina in

Plat Book 61 at page 843. Reference is hereby made to said plat for a more particular description as to the metes, bounds and exact location of property.

The property being conveyed is identified as PARCEL 4, CONSISTING OF 6,202 SQUARE FEET/0.14 ACRES, and further identified as "Future Right-of-Way".

This being a portion of the property conveyed to Meybohm Riverwood, LLC by deed of Meybohm Realty, Inc., dated December 31, 2018, recorded in the Office of the RMC for Aiken County, South Carolina in Record Book 4760 at pages 2061-2063.

TAX MAP AND PARCEL NUMBER: Portion of: 010-14-04-007

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

The party of the Second Part, as part of the consideration for this conveyance, accepts this conveyance of said streets, easements and storm water drainage areas and agrees to maintain the same as a part of its road and storm water systems and the acceptance of the delivery of these presents shall be conclusive evidence of such agreement.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said City of North Augusta, its successors and assigns, forever.

WITNESS, the hand and seal of the party of the First Part this 14th day of Jan., 2020.

MEYBOHMN RIVERWOOD, LLC

Patticie A. Rogers
WITNESS (1)

E. G. Meybohm
BY: Edward G. Meybohm
ITS: Member/Manager

Dania Staley
WITNESS (2)

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PERSONALLY appeared before me and made oath that he/she saw the within named Meybohm Riverwood, LLC, by its duly authorized officer, sign, seal and as its/his/her act and deed, deliver the within written Deed of Dedication, and that he/she with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
14 DAY OF Jan, 2020.

Patticie A. Rogers
WITNESS (1)

Dania Staley
NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/12/28
AFFIX SEAL

**DANIA STALEY
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 12/12/2028**

Accepted by:

CITY OF NORTH AUGUSTA

BY: _____

ROBERT A. PETTIT

ITS: MAYOR

BY: _____

SHARON LAMAR

ITS: CITY CLERK

WITNESS (1)

WITNESS (2)

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PERSONALLY appeared before me and made oath that he/she saw the within named Robert A. Pettit and Sharon Lamar, sign, seal and as their act and deed, deliver the within written Deed of Dedication, and that he/she with the other witness subscribed above, witnessed the execution thereof.

WITNESS (1)

SWORN TO BEFORE ME THIS

DAY OF _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
AFFIX SEAL

January 13, 2020

City of North Augusta

To Whom It May Concern:

Re: Preliminary Opinion as to Title to Real Property located at
0.92 Acre, North Augusta, Aiken County, South Carolina

We are providing a Preliminary Title Opinion pursuant to your request.

We certify that as of January 2, 2020, based on the indices to the public records pertaining to real estate maintained by the Register of Deeds for Aiken County, South Carolina, Meybohm Riverwood, LLC has fee simple title to the property more particularly described in the attached Exhibit A, being subject only to the following exceptions:

1. Such state of facts as would be disclosed by a current and accurate survey of the premises.
2. The lien of state, county and city ad valorem taxes for 2020 and subsequent years, which are a lien but not yet due and payable.
3. Liens for improvements which are unrecorded and made within 90 days next preceding the date of this letter; rights of party in possession, if any; and all other matters which are not of public record which would be disclosed by a visual inspection of the premises.
4. Any claims or rights of any other person or persons not appearing as matters of record including rights of person in possession of property claiming adversely to record owner.
5. Easements granted to utility companies for the erection and placing of poles and the strings of wire, together with the incidental rights of clearing and inspection.
6. Right-of-Way Deeds in favor of governmental authorities for the purpose of constructing roads and roadways.
7. Any bankruptcy proceedings affecting the title to said property.

8. Any zoning laws or land use restrictions of said county and/or municipality.
9. Riparian rights of owners of property adjacent to any river, stream, branch, or any other waterway flowing into, arising or flowing from, or flowing through the subject property.
10. The names of married women as they appear in the chain of title and as furnished to the examining attorney; and such matters affecting title which are not indexed in such a manner that a reasonable prudent search would have revealed to the examiner.
11. No opinion rendered as to compliance with state and federal Interstate Land Sales Act, consumer credit protection, truth-in-lending laws, or any similar acts or laws; or compliance with any state or federal statutes or regulations as respects any potential environmental hazard or contamination of the property.
12. Any and all applicable easements and restrictions of record.
13. This letter excepts to any errors contained herein based on errors and omissions of court clerks and court employees and as to any matters incorrectly indexed or incorrectly recorded.
14. Ten (10) foot permanent utility easement reserved over and centered, on all utility lines, pipes or swales as shown on plat of survey prepared by H & C Surveying, Inc. dated October 7, 2019 or as built.
15. Five (5) foot pedestrian easement reserved along each side line of all blocks.
16. Utility easements as shown on the above referenced plat.
17. Drainage easements as shown on the above referenced plat.
18. Ingress-egress easements as shown on the above referenced plat.
19. Temporary easement turn-around as shown on the above referenced plat.
20. Twenty-five (25) foot green belt buffer as shown on the above referenced plat.
21. Grant of Easement by and between Meybohm Realty, Inc. and Augusta Industrial Park, LLC dated January 25, 2018 and recorded in Book 4712, Pages 367-370.

This letter makes no representation as to the condition of the land or its suitability for the purposes for which the land is being used at present. This letter is intended for the purpose of

identifying the legal owner of said property, and any encumbrances of record in the County where the property is located which exist as of the date stated above. This preliminary opinion is based on the assumption that any documents of record upon which we have relied have each been duly authorized, properly executed, witnessed and delivered in accordance with the laws of the State of South Carolina. This opinion is delivered solely for your benefit, and for the benefit of your successors and assigns and such regulatory agencies having jurisdiction over you.

Should you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in blue ink that reads "Scott Klosinski". The signature is written in a cursive style with a large, sweeping initial "S".

Scott J. Klosinski

SJK/cja

EXHIBIT A
PROPERTY DESCRIPTION

All that certain tract or parcel of land, with any improvements thereon, situate, lying and being located in the City of North Augusta, Aiken County, South Carolina containing 0.92 acre and being shown and designated as Parcel 2 on a plat prepared by H & C Surveying, Inc. dated September 15, 2017 and recorded in the Aiken County R.M.C. Office on December 14, 2017 in Plat Book 60, Page 342; reference being hereby made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

TMS: Portion of 010-14-04-007

NOW, THEREFORE, as security for the maintenance by the developer of the infrastructure improvements as shown on the final subdivision plat for The Retreat at Walnut Village, Phase 1, 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 \$88,500.00, 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, The Retreat at Walnut Village, LLC has caused these presents to be executed in its name by its duly authorized Managing Member this 9 day of January, 2020.


WITNESS Dawn Dreyfus

BY:


CHARLES T. BLACKSTON
ITS: MANAGING MEMBER


WITNESS Donald H. White

ACCEPTED THIS _____ DAY OF _____, 20__.

City of North Augusta

WITNESS

BY:

RACHELLE MOODY
ITS: INTERIM CITY ADMINISTRATOR

WITNESS

IRREVOCABLE LETTER OF CREDIT

Borrower: The Retreat at Walnut Village, LLC
1667 W Martintown Rd
North Augusta, SC 29860

Lender: South State Bank
Augusta Wheeler Road
2440 Mail Drive
PO Box 118068
Charleston, SC 29423-9910

Beneficiary: The City of North Augusta
100 Georgia Avenue
North Augusta, SC 29841

NO.: 1388

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 01-16-2022 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 Eighty-eight Thousand Five Hundred & 00/100 Dollars (\$88,500.00) (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. 1388 DATED 01-16-2020," 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.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 12467002

Page 2

Dated: January 16, 2020

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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