

Administration Department



Interoffice Memorandum

TO: Mayor and City Council

FROM: Rachelle Moody, Interim City Administrator

DATE: March 13, 2020

SUBJECT: Study Session Date of Monday, March 16, 2020

A study session of the North Augusta City Council has been scheduled for **Monday, March 16, 2020, at 6:00 p.m.** in the Municipal Center 3rd Floor Council Conference Room located at 100 Georgia Avenue.

The following is among the topics for discussion and review:

ITEM 1. CITY COUNCIL AGENDA: Items on the March 16, 2020 Council Agenda – Council Discussion

At this time, any questions related to the agenda scheduled for tonight's meeting may be discussed.

ITEM 2. PUBLIC SAFETY: Fire Station 1 – Council Update

Rachelle Moody, Interim City Administrator, will update Council on the progress of Fire Station 1.

Please see ATTACHMENT #2 for the Fire Station 1 Master Plan Rendering. (Larger copies will be available at the Study Session.)

ITEM 3. HUMAN RESOURCES: City of North Augusta's Response to Coronavirus COVID-19 – Council Update

J.D. McCauley, Manager of Human Resources, will provide information to Council about the City's preparation for response to the Coronavirus (COVID-19).

ITEM 4. ENGINEERING AND PUBLIC WORKS: 5th Street Bridge Project – Council Update

Rachelle Moody, Interim City Administrator, will update Council on the Augusta-Richmond County 5th Street Bridge Project.

ITEM 5. CITY PROPERTY: Riverside H.F., LLC Lease Agreement – Council Review

City Attorney, Kelly Zier, will lead Council in a review of a revised lease agreement offered by Riverside H.F., LLC.

Please see ATTACHMENT #5 for a copy of the revised agreement.

ITEM 6. LEGAL: Executive Session – Request of the Mayor

In compliance with Section 30-4-70 (a) (2) the Mayor requested an executive session for the purpose of:

(2) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.

Discussion is related to a New Savannah Bluff Lock and Dam

Upon returning to open session, council will not take action on matters discussed in Executive Session.

ATTACHMENT #2



LEGEND:

- 1 FIRE TRUCK PULL-THROUGH
- 2 MAINTAIN LANDSCAPE BUFFER
- 3 PROPOSED SIDEWALK
- 4 FLAG COURT
- 5 PROPOSED BUILDING
- 6 OUTDOOR PATIO
- 7 STAFF PARKING
- 8 PUBLIC PARKING
- 9 APPROX. LOCATION OF DETENTION STORAGE

PARKING:

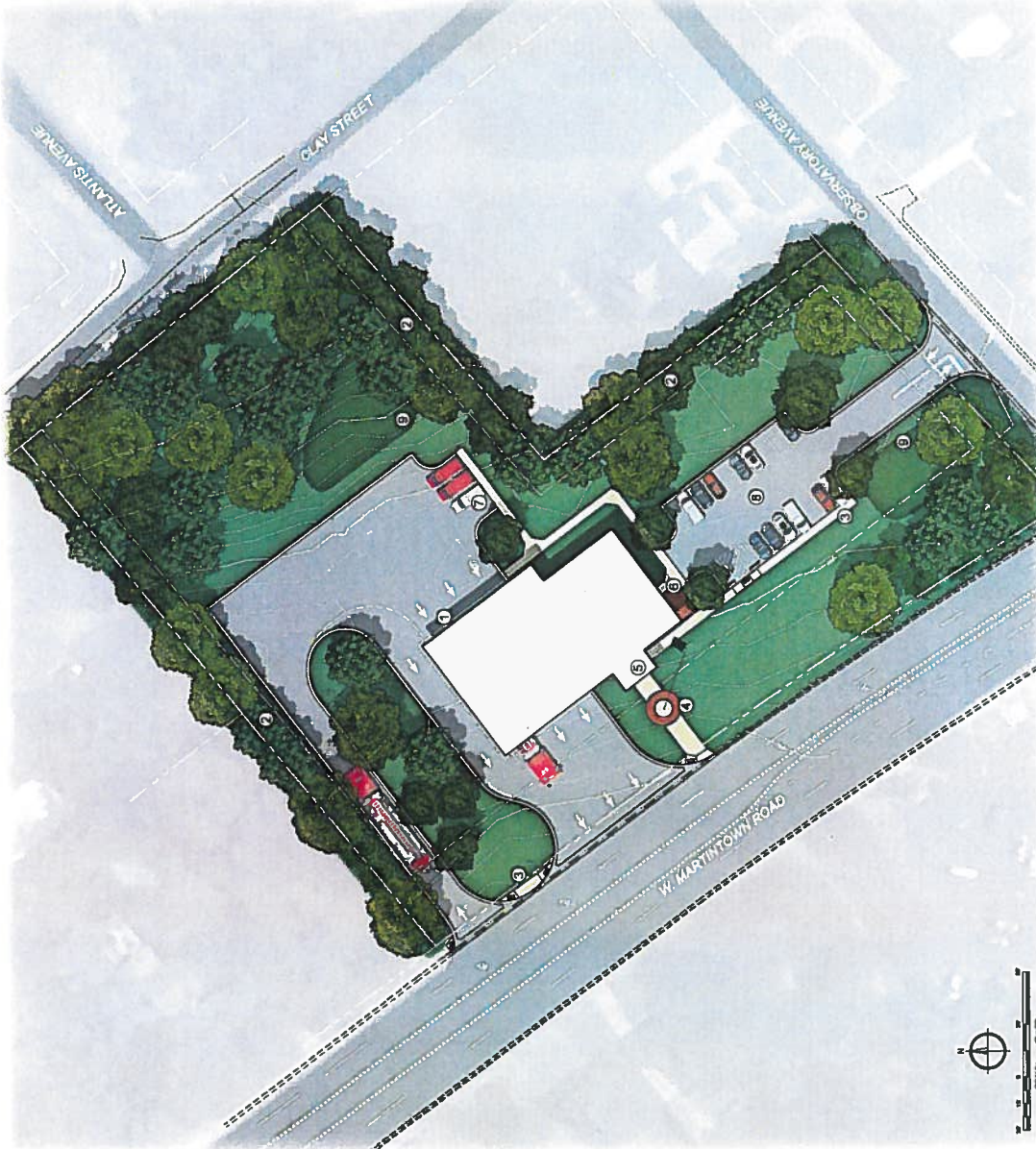
- STAFF PARKING: 4 SPACES
 PUBLIC PARKING: 17 SPACES
 ADA PARKING: 2 SPACES
 TOTAL: 19 SPACES

SETBACK REQUIREMENTS:

- W. MARTINTOWN ROAD: 25' SETBACK
 OBSERVATORY AVENUE: 15' SETBACK

LANDSCAPE BUFFER REQUIREMENTS:

- 15' WIDE BUFFER REQUIRED ON ALL ADJACENT RESIDENTIAL PROPERTIES



NORTH AUGUSTA FIRE STATION MASTER PLAN
 MASTER PLAN RENDERING
 MARCH 2020



ATTACHMENT #5

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

PARKING AGREEMENT

This agreement is entered into this _____ day of _____, 2020, by and between the City of North Augusta, hereinafter referred to as "CITY" and RiversideHF, LLC, hereinafter referred to as "RIVERSIDE".

WHEREAS, the City owns certain real estate located in an area generally referred to as Hammonds Ferry; AND,

WHEREAS, the property belonging to the City that is the subject of this Agreement, consists of approximately *0.62 acres* and is known, pursuant to the Tax Map and Parcel Numbers for Aiken County, South Carolina, as Parcel: *007-13-01-006*; AND,

WHEREAS, Riverside owns, or has under contract, property adjacent to that of the City, as described above. Such property consisting of *1.34 acres*, more or less, and known as PORTIONS of Tax Map and Parcel Numbers *007-13-19-004 and 007-13-01-010*; AND,

WHEREAS, the property belonging to the City has various restrictions as to the usage, development, etc. of same, such restrictions allowing for park type development with minimal disturbance to the surface of the property and would also allow for the development of a parking lot, again with minimal surface disturbance; AND,

WHEREAS, the Riverside is considering a commercial development adjacent to the identified properties and would have need for parking space in addition to that which would be able to be placed on the property belonging to Riverside; AND,

WHEREAS, the City has a public park area known as Boeckh Park located in close proximity to the property and the City would benefit by being able to provide additional parking for Boeckh Park *as well as other city functions in the surrounding area*; AND,

WHEREAS, the parties have discussed the leasing of property by the City to Riverside to allow for such property, along with property of Riverside, to be developed into a parking lot; AND,

WHEREAS, specifically, the parties agree as follows:

1. The City will grant to Riverside a lease for the City property for a period of 30 years for the sum of \$1.00 per year. *Thereafter the lease will be renewed for additional periods of one year upon payment of rent of \$1.00 per year provided the facility of Riverside remains a publicly rented event space. Lease shall commence with the approval of building plans and issuance of building permit by the city, provided this agreement will be void if building is not commenced within five (5) years from the date of this agreement.*
2. Riverside will develop the property of the City as well as its identified property for parking;
3. The development of the property would comply with all City, State and Federal requirements to include specific requirements related to portions of the property involving Indian archeology;
4. The property would be developed in accordance with all requirements of the Hammonds Ferry Subdivision and any other restrictive covenants or recorded development requirements covering said property;
- 5. The development of the parking lot would be at the sole cost of Riverside and would require the normal maintenance guarantees as would be required by the City for any such development;**
6. Riverside will be developing a facility for public commercial use and during the times that said facility is being used for events, Riverside will have sole and exclusive use of the parking lot;
7. During the time of exclusive use of the parking lot by Riverside, Riverside will be responsible for staffing and any control or regulation of the lot needed;
8. At all times that the lot is not required for a specific function at Riverside's facility, the entire parking lot would be available for use by the general public;
9. In the event that the City is conducting an event in which the City would desire to restrict access to the lot only to persons involved with said event, the City would be responsible for staffing the parking lot and regulating the use thereof;
10. The City would have the right to specifically designate five (5) days during each calendar year that the City would have the guaranteed right to the exclusive use of the lot. Such dates could not be during what is generally referred to as "Masters Week". Such time period would be identified as commencing the Thursday, one week before the first date of the Masters Golf Tournament and ending on Tuesday following the completion of the Tournament. *The parties recognize that event space may be reserved and rented up to a year in advance. The parties*

agree that the city can reserve any or all of its five days of exclusive use (subject to the Masters Week exception) with a one year notice. Requests by the City to reserve a date with less than a year's notice will be honored by Riverside if the facility has not been previously rented for the dates requested.

11. During times when smaller events are taking place at Riverside's facility, which would require a portion of the parking lot, but not all, the excess parking would be available to the general public;

12. General maintenance, referring to the maintaining of the parking lot surface, *landscaping*, striping, etc. shall be the responsibility of Riverside;

13. General cleaning, removal of debris, etc. from the lot would be the responsibility of Riverside, when the lot has been used for an event at Riverside's facility;

14. The City would be responsible for general cleaning, removal of debris, etc. from the parking lot when it has been used for a specific City event or otherwise exclusively used by the City;

15. *The parties agree that in the event that Riverside sells its property subject to this agreement, the City will honor its terms with any subsequent purchaser provided the terms of this agreement have been disclosed to and accepted by such purchaser in writing and further upon condition that the property is continued to be used as a publicly rented event space.*

Riverside and the City agree to the following rules related to the utilization of the parking lot:

1. No overnight parking shall be allowed, *except when approved by Riverside for parties using the facility overnight.*

2. Riverside *and the City* would have the right to close the parking lot and restrict access thereto to the general public commencing *four hours* before the event begins for which the parking lot is being used.

This agreement is subject to Riverside closing on its contract to purchase the property;
AND,

This Agreement is subject to approval by the Mayor and City Council with an appropriate lease form agreement.

RiversideHF, LLC

By: _____

W. Lance Jones as : _____

City of North Augusta

By: _____

City Administrator