



TO: Mayor and City Council

FROM: Rachele Moody, Interim City Administrator

DATE: May 15, 2020

SUBJECT: Regular City Council Meeting of May 18, 2020

REGULAR COUNCIL MEETING

ITEM 5. PROCLAMATION: Proclamation to End the State of Civil Emergency for the City of North Augusta

Mayor Pettit will proclaim an end to the State of Civil Emergency for the City.

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

UNFINISHED BUSINESS

ITEM 6. CITY PROPERTY: Ordinance No. 2020-11 – Abandoning a Road Right-of-Way Shown on a Plat for Hammond’s Ferry, Section A4, Dated December 3, 2019 in the City of North Augusta

A. Remove from Table

An ordinance to abandon a road right-of-way in Hammond’s Ferry, Section A4, was tabled unanimously by Council at the May 4, 2020 regular Council Meeting. A motion to remove the item from the table is required for further consideration.

B. Ordinance- First Reading

If Council’s agrees to remove the ordinance from the table, 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, Section A4, dated December 3, 2019 in the City of North Augusta.

Please see the backup materials for May 4, 2020 for a copy of the proposed ordinance and supporting documents.

ITEM 7. CITY PROPERTY: Ordinance No. 2020-12 – Ordinance Authorizing the City to Enter into a Lease Agreement with Riverside H.F., LLC, Related to

Property Consisting of Approximately 1.34 Acres and Known as Tax Map and Parcel Nos. 007-13-19-004 and 007-13-01-010; Ordinance – Final Reading

An ordinance has been prepared for Council's consideration on final reading to authorize the City to enter into a lease agreement with Riverside H.R., LLC, related to property consisting of approximately 1.34 acres and known as tax map and parcel nos. 007-13-19-004 and 007-13-01-010.

Please see the backup materials for May 4, 2020 for a copy of the proposed ordinance and supporting documents.

ITEM 8. CITY PROPERTY: Ordinance No. 2020-13 – An Ordinance Granting Easements to Dominion Energy South Carolina, Inc. for Placement of Facilities in Hammond's Ferry; Ordinance – Final Reading

An ordinance has been prepared for Council's consideration on final reading to grant easements to Dominion Energy South Carolina, Inc. for placement of facilities in Hammond's Ferry across City property known as Tax Parcel Numbers 007-13-01-001, 007-13-11-010, and 003-08-07-003.

Please see the backup materials for May 4, 2020 for a copy of the proposed ordinance and supporting documents.

NEW BUSINESS

ITEM 9. CITY CODE: Ordinance No. 2020-14 – An Ordinance to Allow a Procedure for the City Council, Planning Commission, Board of Appeals and All Agencies of the City that Conduct Public Meetings to Conduct Such Public Meetings Electronically During Times of a Declared State of Emergency; Ordinance – First Reading

An ordinance has been prepared to Council's consideration on first reading to allow a procedure for the City Council, Planning Commission, Board of Appeals and all agencies of the City that conduct public meetings to conduct such public meetings electronically during times of a declared State of Emergency.

Please see ATTACHMENT #9 for a copy of the proposed ordinance.

ITEM 10. ANNEXATION: Property Located at 207 West Five Notch Road

A. Resolution No. 2020-16 – To Accept a Petition for Annexation of ±1.95 Acres of Property Located at 207 West Five Notch Road and Owned by the Hammonds at Five Notch, LLC

A resolution has been prepared for Council's consideration to accept a petition for annexation of ±1.95 acres of property located at 207 West Five Notch Road, Aiken County Tax Map and Parcel No. 006-12-01-002, and owned by the Hammonds at Five Notch, LLC.

Please see ATTACHMENT #10A for a copy of the proposed resolution and supporting documents.

B. Ordinance No. 2020-15 – To Change the Corporate Limits of the City of North Augusta by Annexing ±1.95 Acres of Property Located at 207 West Five Notch Road and Owned by the Hammonds at Five Notch, LLC; Ordinance –First Reading

An ordinance has been prepared for Council consideration on first reading to change the corporate limits of the City of North Augusta by annexing ±1.95 acres of property at 207 West Five Notch Road and owned by the Hammonds at Five Notch, LLC.

Please see ATTACHMENT #10B for a copy of the proposed ordinance and supporting documents.

ITEM 11. HUMAN RESOURCES: Resolution No. 2020-17 – To Authorize the Contract for Employment of City Administrator

A resolution has been prepared for Council’s consideration to authorize the contract for employment of the City Administrator.

Please see ATTACHMENT #11 for a copy of the proposed resolution and supporting document.

ITEM 12. ADMINISTRATIVE REPORTS:

ITEM 13. 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 14. ADJOURNMENT

ATTACHMENT #5

**CITY OF NORTH AUGUSTA
PROCLAMATION TO END THE STATE OF CIVIL EMERGENCY
FOR THE CITY OF NORTH AUGUSTA**

WHEREAS, the virus commonly known as COVID-19 created major life threatening health concerns throughout the world; AND,

WHEREAS, the President of the United States declared a State of Emergency throughout the Country, and the Governor of the State of South Carolina declared a State of Emergency within the State; AND,

WHEREAS, on April 2, 2020 I determined it was in the best interest of the citizens and residents of the City of North Augusta to declare a State of Civil Emergency existed within the City, to allow for the enforcement of the restrictions as specified in the Code of Ordinances Section 9-22, 9-23 and 9-26; AND,

WHEREAS, as a result of the tireless care of medical professionals and the adherence by our citizens and residents to the suggested mitigation practices of social distancing and frequent hand washing, to this date I have not found it necessary to issue protective restrictions.

NOW, THEREFORE, be it proclaimed that a State of Civil Emergency no longer exists in the City, and the proclamation of April 2, 2020 is hereby rescinded. All citizens and residents are encouraged to continue following all directives of the President of the United States and the Governor of the State of South Carolina and the guidelines of the Centers for Communicable Disease Control as precautions to avoid potential exposure to, and to slow the spread of, COVID-19.

PROCLAIMED BY THE MAYOR OF THE CITY OF NORTH AUGUSTA
THIS ____ DAY OF _____, 2020
AT NORTH AUGUSTA, SOUTH CAROLINA

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

ATTACHMENT #9

ORDINANCE NO. 2020-14

AN ORDINANCE TO ALLOW A PROCEDURE FOR THE CITY COUNCIL, PLANNING COMMISSION, BOARD OF APPEALS AND ALL AGENCIES OF THE CITY THAT CONDUCT PUBLIC MEETINGS TO CONDUCT SUCH PUBLIC MEETINGS ELECTRONICALLY DURING TIMES OF A DECLARED STATE OF EMERGENCY.

WHEREAS, recent events have required that the City Government conduct certain public meetings electronically, in the present case as a result of the COVID-19 pandemic; and,

WHEREAS, by way of an emergency Ordinance adopted by Mayor and Council at the April 6, 2020 City Council meeting, a procedure was established to provide for the conducting of meetings electronically; and,

WHEREAS, the Ordinance adopted at the April 6, 2020 meeting was adopted as an emergency Ordinance that automatically expires on the sixty-first (61st) day following the passing of same by the Council; and.

WHEREAS, the Mayor and Council believe that in person, public meetings are preferable and desirable and that is the method by which the City should conduct business whenever possible; and

WHEREAS, the City Council is hopeful that there will not be a need or necessity in the future to conduct electronic meetings, but is aware that circumstances could necessitate such electronic meetings; and

WHEREAS, the City desires to be prepared for all circumstances related to the conducting of the business of the City.

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

- I. That during times of emergency with a declaration of emergency that includes the City of North Augusta, by the Governor of the State of South Carolina or a declaration/proclamation of emergency by the Mayor for the City of North Augusta, that public meetings may be conducted electronically, at the direction of the Mayor. Such meetings would be conducted as follows:

Section 1. Standards for Electronic Meetings. The public bodies of the City are hereby authorized to conduct public meetings exclusively in electronic form, provided the medium for such meetings, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of

these, and the conduct of the electronic meetings, allows for the following standards and practices to be met:

- (a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Public Body to confirm attendance, and any member of the Public Body attending by way of electronic media shall be considered present for the purpose of constituting a quorum.
- (b) Throughout the duration of the electronic meeting, all members of the Public Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the Public Body and by the general public.
- (c) Any vote of the Public Body must be conducted by individual voice vote of the members of the Public Body, who shall verbally indicate their vote on any matter by stating “yay” or “nay”. All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.
- (d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act.
- (e) All members of the Public Body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Public Body shall strictly comply with the rules of the Public Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.
- (f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Public Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restriction, provide that in wither instance all members of the Public Body must have the capability to be heard at all times.
- (g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. Members of the public may submit written public comments which shall be distributed to the members of the Public Body.

Section 2. Suspension of Local Provisions. During the period of effectiveness of this Ordinance, providing for electronic meetings, any ordinance, resolution, policy, or bylaw of the Public Body that conflicts with the provisions hereof is suspended and shall be superseded hereby.

Section 3. Effective Date. This ordinance shall become effective immediately upon its adoption on second and final reading.

Section 4. Codification. This ordinance shall be included in the Code of Ordinances for the City of North Augusta in Section 2 Division 1.

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: _____

ROBERT A. PETTIT, MAYOR

ATTEST:

SHARON LAMAR, CITY CLERK

ATTACHMENT #10A

RESOLUTION NO. 2020-16
TO ACCEPT A PETITION FOR ANNEXATION
OF ± 1.95 ACRES OF PROPERTY LOCATED
AT 207 WEST FIVE NOTCH ROAD AND OWNED BY
THE HAMMONDS AT FIVE NOTCH, LLC.

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the governing body of the City of North Augusta determines it to be in the best interest of the City to accept a petition for annexation attached hereto dated XX.

The property sought to be annexed is described as follows:

A ±1.95 acre portion of the piece, parcel or tract of land, situate, lying and being partly within the corporate limits of the City of North Augusta, County of Aiken, State of South Carolina, containing ±5.4 acres and being shown as Tracts A & B on a plat made for Robert E. Kinsey, III by Joe L. Grant, R. L.S., dated October 14, 1975, revised August 2, 1978, recorded in Misc. Book 257, Page 333 records of the RMC Office for Aiken County, South Carolina. Reference to said plat is hereby made for a more complete and accurate description of the property.

Tax Map & Parcel No.: 006-12-01-002

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" dated January 13, 2020, and prepared by the City of North Augusta.

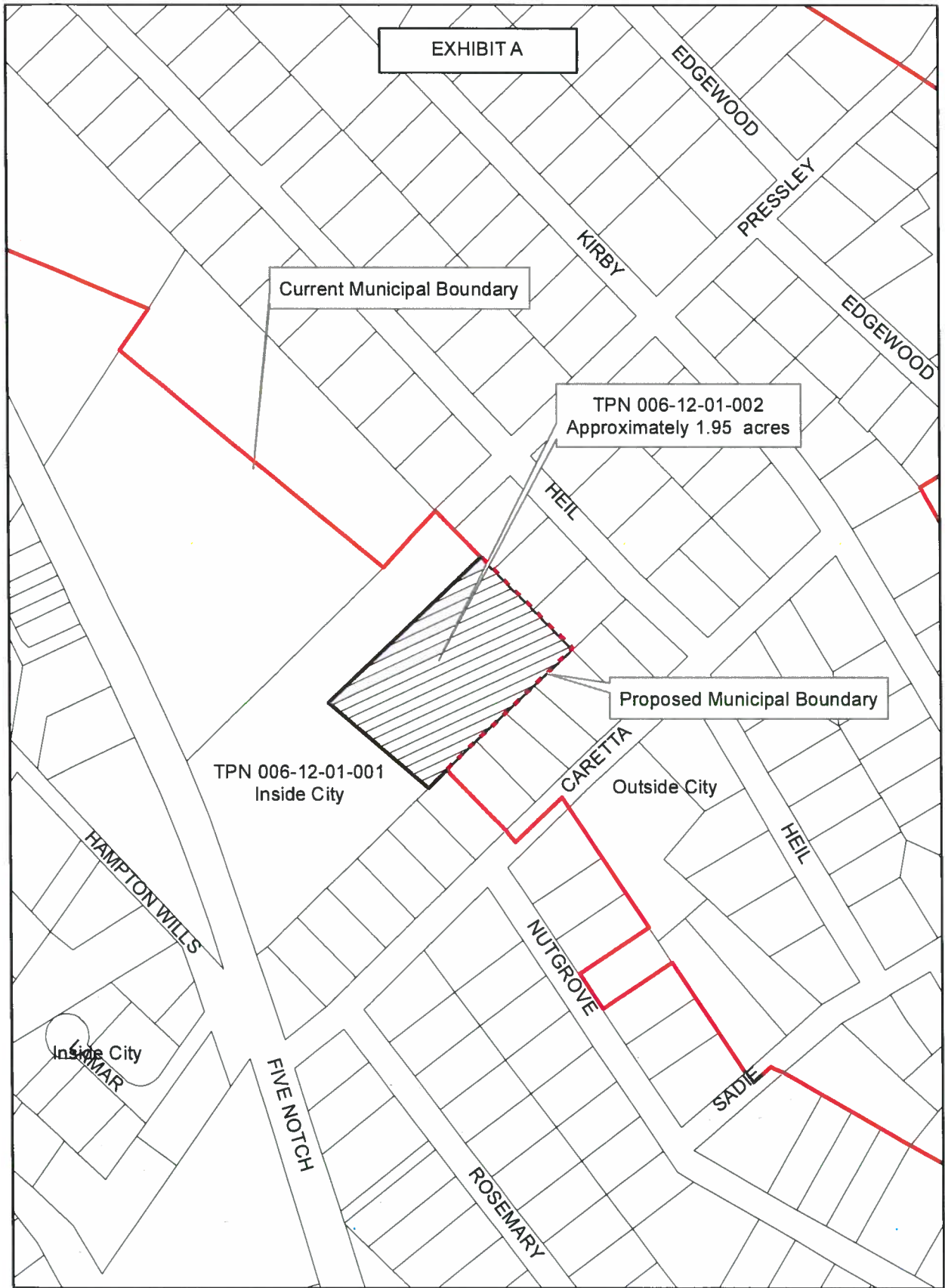
NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of North Augusta in meeting duly assembled and by the authority thereof that the Petition to annex the property described herein is hereby accepted.

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



ATTACHMENT #10B

ORDINANCE NO. 2020-15
TO CHANGE THE CORPORATE LIMITS OF THE CITY OF NORTH AUGUSTA
BY ANNEXING ± 1.95 ACRES OF PROPERTY LOCATED
AT 207 WEST FIVE NOTCH ROAD AND OWNED BY
THE HAMMONDS AT FIVE NOTCH, LLC.

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the Mayor and City Council of the City of North Augusta, by adoption of Resolution No. 2020-16 dated May 18, 2020, accepted a Petition for Annexation and wish to annex the below described properties; and

WHEREAS, the zoning classification recommended for the properties proposed for annexation has been reviewed for consistency with the Future Land Use Classification of the properties as specified in the Land Use Element of the North Augusta 2017 Comprehensive Plan;

WHEREAS, the Hammonds at Five Notch, LLC, the current owner of record of the property, has submitted a Petition for annexation, dated February 18, 2020, requesting the City annex the described property;

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 following described property shall be annexed into the City of North Augusta:

A ±1.95 acre portion of the piece, parcel or tract of land, situate, lying and being partly within the corporate limits of the City of North Augusta, County of Aiken, State of South Carolina, containing ±5.4 acres and being shown as Tracts A & B on a plat made for Robert E. Kinsey, III by Joe L. Grant, R. L.S., dated October 14, 1975, revised August 2, 1978, recorded in Misc. Book 257, Page 333 records of the RMC Office for Aiken County, South Carolina. Reference to said plat is hereby made for a more complete and accurate description of the property.

Tax Map & Parcel No.: 006-12-01-002

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" dated January 13, 2020, and prepared by the City of North Augusta.

The property to be annexed shall be zoned R-7, Small Lot Single-Family Residential as shown on a map identified as "Exhibit B" titled "Zoning of Property Sought to be Annexed to the City of North Augusta." Said map is dated January 13, 2020 and prepared by the City of North Augusta.

- II. All 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 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: _____

Robert A. Pettit, Mayor

ATTEST:

Sharon Lamar, City Clerk

December 19, 2019

North Augusta Planning and Zoning
400 E Buena Vista Ave
North Augusta, SC 29841

Re: Annexation Request – 207 W. Five Notch Road

I would like to respectfully request annexation of the following property into the City of North Augusta. Also, request a zoning district designation of R-7.

Subject Property:
207 W. Five Notch Road, North Augusta, SC 29841
Tax Parcels: 006-12-01-001 & 006-12-01-002

The property is currently owned by The Hammonds at Five Notch, LLC. Michael H. Graham is Sole Member of said LLC.

Thanking you in advance,

Michael H. Graham

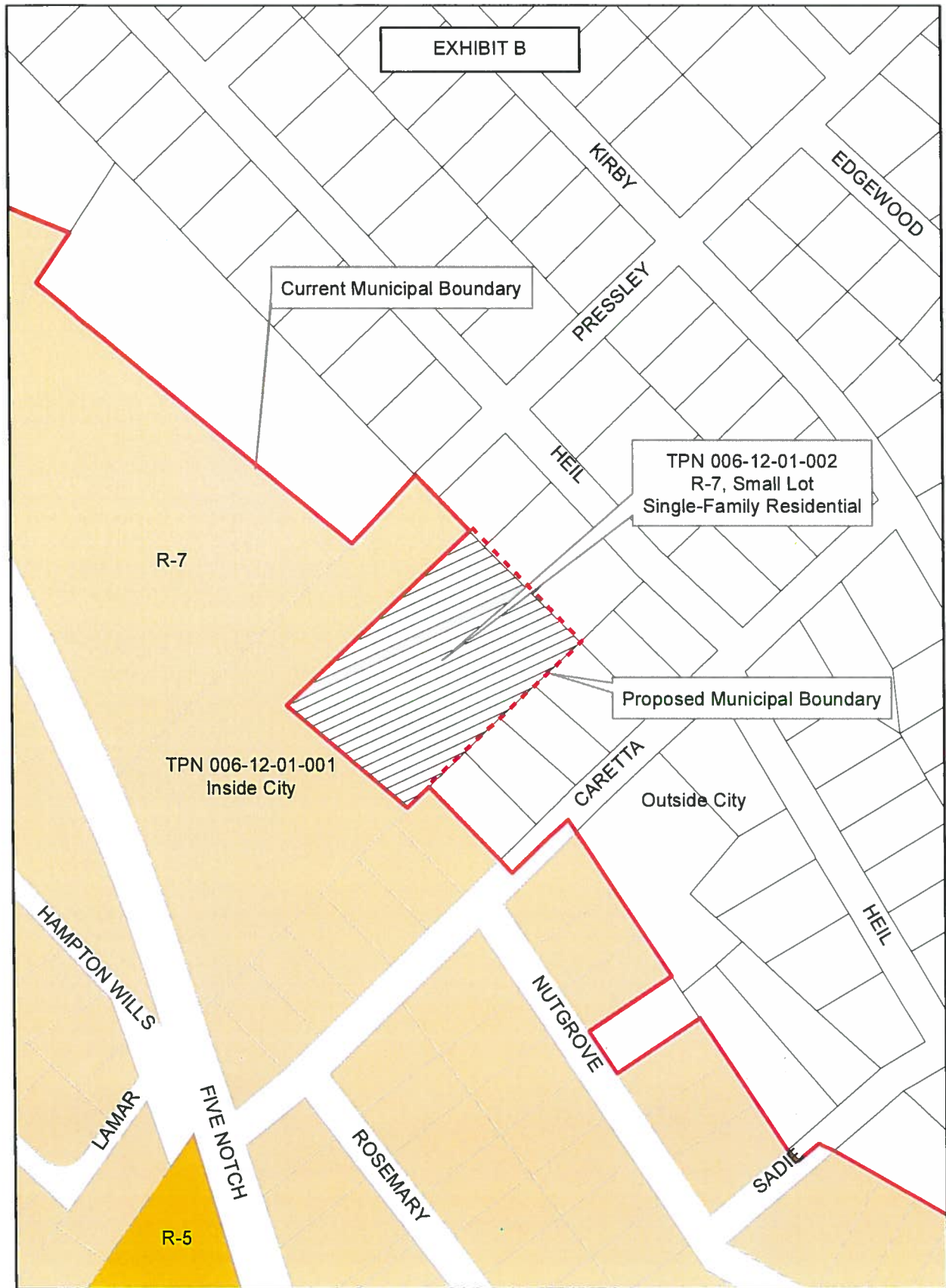


EXHIBIT B

Current Municipal Boundary

TPN 006-12-01-002
R-7, Small Lot
Single-Family Residential

Proposed Municipal Boundary

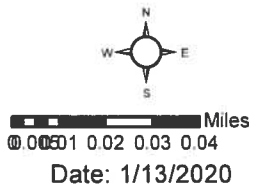
R-7

TPN 006-12-01-001
Inside City

Outside City



ANX20-001
ZONING OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA



ALL PREPARED BY:
NOEL O. INGRAM
OF COUNSEL
FROTTER JONES, LLP
3527 WALTON WAY EXT
AUGUSTA, GA 30909
(706) 737-3138
FILE NO. 33840
MAP & PARCEL ID: TMS: 006-12-01-001 & 006-12-01-002

2019025362
DEED
RECORDING FEES \$15.00
STATE TAX \$494.00
COUNTY TAX \$209.00
PRESENTED & RECORDED
10-04-2019 11:50 AM
JUDITH WARNER
RECORDER CLERK
AIKEN COUNTY SC
BY JULIE STUTTS DEPUTY RMC
BK: RB 4804
PG: 2378 - 2381

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF AIKEN)

GRANTOR: Robert E. Kinsey, III

GRANTEE: The Hammonds at Five Notch, LLC, a Georgia limited liability company

GRANTEE'S ADDRESS: 3686 Wheeler Rd., Augusta, GA 30909

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, That, Robert E. Kinsey, III, herein referred to as the "GRANTOR", in the State aforesaid, for and in consideration of the sum of One Hundred Ninety Thousand and No/100s (\$190,000.00) Dollars, and other valuable consideration, to me paid by The Hammonds at Five Notch, LLC, a Georgia limited liability company, hereinafter referred to as "GRANTEE", the receipt and sufficiency whereof is hereby acknowledged. SUBJECT TO: all other matters set forth below: have granted, bargained, sold and released, and by these presents do grant, bargain, sell, and release unto the said GRANTEE: The Hammonds at Five Notch, LLC, the following real estate (the "Premises") described as follows. to -wit:

[See Exhibit "A" Legal Description Attached]

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging, or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

AND THE GRANTOR does hereby bind Grantor and Grantor's Heirs, Successors, and Assigns Executors, Administrators and other lawful representatives, to warrant and forever defend all and singular the said premises unto the said Grantees, and Grantee's Successors and Assigns against Grantors and Grantor's Heirs and Assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

TO HAVE AND TO HOLD, all and singular the said Premises described herein unto the said Grantees and Grantee's heirs, successors, and assigns forever, in fee simple.

REK III

Exhibit "A"
Legal Description

All that certain piece, parcel or tract of land, situate, lying and being partly within the corporate limits of the City of North Augusta, County of Aiken, State of South Carolina, containing 5.4 acres and being shown as Tracts A & B on a plat made for Robert E. Kinsey, III, by Joe L. Grant, R.L.S., dated October 14, 1975, revised August 2, 1978, recorded in Misc. Book 257, Page 333 records of the RMC Office for Aiken County, South Carolina. Reference to said plat is hereby made for a more complete and accurate description of the property.

Derivation: This being the same property conveyed from Dora S. Kinsey to Robert E. Kinsey, III by deed to real estate dated March 22, 2002 and recorded in Volume 2185, Page 11, Aiken County Records.

Tax Map & Parcel No.: 006-12-01-001 and 006-12-01-002

REK III

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

COUNTY OF AIKEN

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is 006-12-01-001 and 006-12-01-002 and was transferred by Robert E. Kinsey, III to The Hammonds at Five Notch, LLC on October 3, 2019.
3. Check one of the Following: The Deed is
 - (a) x Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) Exempt from the deed recording fee because (See Information section of this affidavit);
(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$190,000.00.
 - (b) The fee is computed on the fair market value of the realty which is
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is

5. Check Yes or No x to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: Nil.

6.	The deed recording fee is computed as follows:	
	(a) Place the amount listed in item 4 above here:	<u>\$190,000.00</u>
	(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	<u>\$0.00</u>
	(c) Subtract line 6(b) from line 6(a) and place result here:	<u>\$190,000.00</u>

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$703.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to and subscribed before me this 3rd day of October, 2019, and notarized by me on such date.

Notary Public



Robert E. Kinsey, III

Robert E. Kinsey, III

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

The Hammonds at Five Notch, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/20/2019** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **09/24/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

**OPERATING AGREEMENT
OF
THE HAMMONDS AT FIVE NOTCH, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of The Hammonds at Five Notch, L.L.C. a Georgia limited liability company (the "Company"), is made the 20th day of September, 2019, by Michael H. Graham (the "Member").

WITNESSETH:

WHEREAS, the Company has been duly formed as a limited liability company under the laws of the State of Georgia;

WHEREAS, the Member is the sole member of the Company; and

NOW, THEREFORE, the Member hereby states and declares as follows:

1. Organization. The Company has been organized as a Georgia Limited Liability Company by the filing of Articles of Organization under and pursuant to the Georgia Limited Liability Company Act (as amended, the "Act").

2. Name. The name of the Company is "The Hammonds at Five Notch, L.L.C." All Company business shall be conducted in such name unless otherwise determined by the Member.

3. Purpose. The purpose of the Company shall be to (a) engage in any lawful business that a limited liability company may enter into under the Act, (b) exercise all powers necessary to or reasonably connected with the Company's business that may be legally exercised by limited liability companies under the Act, and (c) engage in all activities necessary, customary, convenient, or incident to any of the foregoing or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and/or its assets.

4. Location. The principal offices of the Company shall be located at 3686 Wheeler Road, Augusta, Georgia 30909 or such other location or additional locations as may be approved by the Member. Unless otherwise determined by the Member, the registered agent of the Company shall be Michael H. Graham, with an address of 3686 Wheeler Road, Augusta, Richmond County, Georgia 30909.

5. Membership. The Member is the sole member of the Company. Michael H. Graham owns a one hundred percent (100%) ownership/membership interest in the Company.

6. Management. The business and affairs of the Company shall be managed exclusively by the Member.

7. Capital. A capital contribution to the Company has previously been made by the Member. The Member may contribute additional capital to the Company at such times and in such amounts as the Member deems necessary to further the purposes of the Company. No Member shall have any liability whatsoever resulting from the Member's failure to make contributions to the capital of the Company.

8. Accounting. The income, deductions, credits, gains, and losses of the Company for each fiscal year of the Company shall be determined by the use of the method of accounting approved by the Member for federal and state income tax purposes, in accordance with accepted accounting principles applied, to the extent deemed appropriate, on a consistent basis from year to year.

9. Distributions. Distributions of net cash flows of the Company shall be made at the times determined by the Member.

10. Amendment. The Member, in the Member's sole discretion, shall have the power to amend or in modify this Agreement.

11. Operation. Except as otherwise expressly provided herein, the operation and administration of the Company shall be governed by the Act.

12. Liability for Certain Acts. No Member shall be liable to the Company or any other party for any action taken in managing the business or affairs of the Company or for any loss or damage sustained by the Company or any other party.

13. No Exclusive Duty to Company. No Member shall be required to manage the Company as the Member's sole and exclusive function, and the Member may have other business interests and may engage in other activities in addition to those relating to the Company. The Company shall have no right, by virtue of this Agreement, to share or participate in such other interests or activities of the Members or to the income or proceeds derived therefrom. No Member shall incur any liability to the Company as a result of engaging in any other business or venture.

14. Limitation on Liability. The liability of the Member shall be limited as set forth in this Agreement, the Act, and other applicable law.

15. No Liability for Company Obligations. No Member shall have any liability for any debts or losses of the Company.

16. Liquidation. Notwithstanding anything to the contrary in this Agreement, upon a liquidation of the Company, the Member shall have no obligation to make any capital contribution to the Company.

17. Rights of Others. Nothing contained in this Agreement shall confer any rights upon any person or entity that is not a party to this Agreement, and this Agreement

shall not be interpreted in such a way as to limit or diminish the liability protection afforded the Member by this Agreement and the Act. Obligations of the Member hereunder and under the Act shall not be enforceable by anyone to confer any direct or indirect benefit to or upon any person or entity that is not a party to this Agreement.

18. Governing Law. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal laws of the State of Georgia (without giving effect to any conflict or choice of law rules or principles that might require this Agreement to be governed by or interpreted, construed, or enforced under the laws of another jurisdiction).

19. Term. The Company commenced on the date its Articles of Organization were filed with the Secretary of State of Georgia and shall continue until dissolved in accordance with the provisions of this Agreement and the Act.

20. Indemnity. The Company shall indemnify the Member to the fullest extent permitted by the Act and applicable law.

IN WITNESS WHEREOF, the Member has signed and sealed this Agreement on the date first set forth above.

MEMBER:

Michael H. Graham

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 9/20/2019 2:14:10 PM

BUSINESS INFORMATION

CONTROL NUMBER 19124838
BUSINESS NAME The Hammonds at Five Notch, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 09/20/2019

PRINCIPAL OFFICE ADDRESS

ADDRESS 3686 Wheeler Road, Augusta, GA, 30909, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Michael H. Graham	3686 Wheeler Road, Augusta, GA, 30909, USA	Richmond

ORGANIZER(S)

NAME	TITLE	ADDRESS
Michael H. Graham	ORGANIZER	3686 Wheeler Road, Augusta, GA, 30909, USA

OPTIONAL PROVISIONS

NA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE James B. Trotter
AUTHORIZER TITLE Attorney In Fact

ATTACHMENT #11

RESOLUTION NO. 2020-17
TO AUTHORIZE THE CONTRACT FOR EMPLOYMENT OF CITY
ADMINSTRATOR.

WHEREAS, as a result of the resignation by B. Todd Glover, former City Administrator, the City has conducted an extensive search process related to the employment of a City Administrator; and,

WHEREAS, as a result of that search process, the Mayor with the authorization of Council has made a determination to employee James S. Clifford as City Administrator; and,

WHEREAS, an Employment Agreement has been negotiated related to such employment; and,

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to move forward with the employment of Mr. Clifford and entering into a Contractual Employment Agreement with him.

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:

1. James S. Clifford is to be employed by the City as City Administrator;
2. That the employment of Mr. Clifford, to include term of employment, salary, duties, compensation and other related matters are specifically covered by the Employment Agreement that is attached hereto marked Exhibit "A";
3. That the Mayor is specifically authorized to execute such agreement on behalf of the City.

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

SIGNED BY:

ROBERT A. PETTIT, MAYOR

ATTESTED BY:

SHARON LAMAR, CITY CLERK

EMPLOYMENT AGREEMENT

This Agreement, made and entered into, by and between the City of North Augusta, South Carolina, (the City) a municipal corporation, and Mr. James S. Clifford an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: TERM

This employment Agreement shall be effective beginning the first day of employment which is tentatively scheduled for August 17, 2020. Both parties recognize that Mr. Clifford's tentative start date is contingent upon him being able to retire from the U.S. Army, which may be delayed due to unforeseen circumstances. This employment Agreement shall terminate December 31, 2022, provided, that on December 31, 2022, and on each December 31 thereafter, the termination date shall be extended by two years unless the Mayor determines not later than September 30, 2022, or by September 30 in any subsequent year that this automatic extension provision shall no longer be effective. Such a decision by the Mayor terminates only the automatic extension provision, and neither such a decision nor the actual expiration of the term or extended term of this Agreement shall have the effect of or be implied as terminating Mr. Clifford's employment.

Section 2: DUTIES AND AUTHORITY

A. The City agrees to employ Mr. Clifford as City Administrator to perform the functions and duties as specified by the Mayor, and City Ordinance. All actions undertaken by Mr. Clifford in the execution of his duties, including requests from Mayor and Council, shall be consistent with the Code of Laws of South Carolina and the Municipal Code of the City.

B. Mr. Clifford shall not engage in any other professional or business activities that, in the sole determination of the Mayor, adversely affect or interfere with the performance of his services to the City. The foregoing does not preclude Mr. Clifford from making business investments if such investments are not inconsistent with and do not, in the Mayor's opinion, adversely affect the performance of his duties and responsibilities hereunder.

Section 3: COMPENSATION

The City agrees to pay Mr. Clifford an annual salary of \$142,755.25, payable in equal bi-weekly installments. Upon continued employment Mr. Clifford will receive a 5% increase in salary each year during the first full pay period in January for three (3) years, beginning January 2021. This increase will be in addition to any Merit or COLA salary increases approved by City Council.

The City may increase this salary at any time, with or without a performance review. The City may pay a lump sum bonus in lieu of a salary increase or may pay Mr. Clifford a

combination of a salary increase and a lump sum bonus. Any such increase and/or bonus will be paid only after a specific vote of City Council.

Section 4: RESIDENCE

Within the first three (3) years of Mr. Clifford's employ he shall establish residence within the City limits.

Section 5: HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

A. Mr. Clifford shall receive not less than the full range of benefits provided or made available to the City's other regular full-time employees. Such benefits may be increased, modified, or decreased to the extent they are increased, modified, or decreased for other regular full-time employees.

B. At the time of the initial execution of the Agreement, such benefits include but are not limited to: retirement plan, health insurance benefits for employees and dependents, life insurance benefits, accidental death insurance benefits, and disability benefits.

Section 6: VACATION AND SICK LEAVE

A Mr. Clifford will be credited with 25 days (200 hours) of vacation leave at the start of his employ.

B. Mr. Clifford is entitled to accrue, use, and be paid for sick and annual leave on the same basis as other City employees.

C. Mr. Clifford agrees to keep the Mayor reasonably informed of his absences. Mr. Clifford further agrees that if he becomes eligible for disability benefits under a plan funded by the City that the City may claim a credit for such benefits against any salary payments to which Mr. Clifford is entitled for the same period.

Section 7: AUTOMOBILE

A. The City agrees to pay \$650 per month, payable in equal bi-weekly installments as a vehicle allowance, to be used to purchase, lease, or own, operate and maintain a vehicle. Mr. Clifford is responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and is responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of the vehicle.

B. Mr. Clifford agrees to the terms of the City's Vehicle Allowance Policy and Procedures and any changes thereto.

Section 8: GENERAL BUSINESS EXPENSES

A. Communications. The City agrees to pay \$100 per month, payable in equal bi-weekly installments, as a cell phone allowance, to be used to purchase, lease, or own, operate and maintain a cell phone. The City will also provide any other electronic equipment deemed necessary by the parties.

B. Memberships. The City will pay Mr. Clifford's membership dues and assessments for appropriate professional associations as agreed by the parties and as provided in the annual budget.

C. Professional Development. The City agrees to pay Mr. Clifford's reasonable travel and subsistence expenses for professional and official travel, meetings, and occasions to adequately continue Mr. Clifford's professional development and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, Meetings of the Municipal Association of South Carolina, and such other national, regional, state, and local governmental groups and committees in which Mr. Clifford serves as a member. The City shall also pay for travel and subsistence expenses for short courses, institutes and seminars necessary for the good of the City, and shall pay for additional travel and subsistence expenses incurred by Mr. Clifford's spouse when her presence at work-related functions is expected or in the City's interest. Such payments or reimbursements will be in accordance with the City's standard practices and are subject to annual budgetary restrictions.

Section 9: LIABILITY INSURANCE COVERAGE

Mr. Clifford will be covered by a comprehensive tort liability policy issued by the South Carolina Municipal Insurance and Risk Financing Fund, by the insurance program sponsored by the Municipal Association of South Carolina, or by any similar program selected by the City.

Section 10: TERMINATION

A. Employee's employment under the Agreement may be terminated prior to the end of the term only as provided in this Section.

B. Death. This Agreement shall terminate automatically and without notice or further compensation upon Mr. Clifford's death. In this event, Mr. Clifford's estate will receive any sums due him as base salary and/or reimbursement of expenses through the end of the month during which death occurred.

C. Disability. This Agreement will terminate upon Mr. Clifford's having been continuously unable to perform the full range of his duties for ninety (90) consecutive calendar days or intermittently unable to perform the full range of his duties for ninety (90) calendar days in any 365 consecutive days. The termination of this Agreement due to Mr. Clifford's disability shall not immediately terminate his status as an employee of the City. In such a case, he will

remain an employee on leave of absence without pay until the Mayor takes action to change such status. While in such status, Mr. Clifford is entitled to such disability income payments as may be provided by one or more disability insurers in accordance with the terms of any applicable disability insurance plan(s). While in such status, Mr. Clifford is entitled to any other benefits provided by the City to employees on leave of absence without pay who have exhausted their rights under the Family and Medical Leave Act.

D. For Cause. The City has the right to terminate this Agreement with Cause and without notice or further compensation from the effective date of date of written notification. If Mr. Clifford is terminated for cause under this provision, he will receive only any sums due him as base salary and reimbursement of expenses through the date of termination. "Cause" includes but is not limited to:

- (i) Mr. Clifford's commission or omission of any act which, in the Mayor's reasonable opinion causes material or significant harm to the City including its reputation;
- (ii) The indictment of Mr. Clifford for the commission or perpetration of any crime involving dishonesty, moral turpitude, or fraud;
- (iii) Mr. Clifford's material breach of this Agreement;
- (iv) Mr. Clifford's material violation of City policies that cause or are reasonably likely harm to the city or its reputation.
- (v) The exhibition by Mr. Clifford of a standard of behavior that is disruptive to the orderly conduct of the City's business operations to a level which, in the Mayor's reasonable opinion, is materially detrimental to the City's best interest; or
- (vi) Mr. Clifford's failure to devote his full business time and attention to his employment unless covered under section 2.b.

E. Without Cause. The City may terminate this Agreement without cause upon ninety (90) days' payment of salary and fringe benefits in lieu of notice or a combination of notice and payment in lieu of notice totaling ninety (90) calendar days.

Section 11: RESIGNATION

Mr. Clifford may terminate this Agreement at any time by delivery of a Notice of Resignation to the City with a minimum of 90 days' notice. If Mr. Clifford resigns under this provision, he will receive any sums due him as base salary and reimbursement of expenses through his last day of work. If he fails to give and work at least 90 days' notice, he forfeits the right to payment of accrued and unpaid vacation time, unless the parties agree otherwise.

Mr. Clifford may terminate his employment under this Agreement for Good Reason, he shall receive as severance pay (in addition to accrued salary, benefits, reimbursements and any

unpaid amounts) the equivalent of 90 days base salary, less applicable withholdings payable in a lump sum within thirty (30) days of such resignation for Good Reason. For purposes of this Agreement, "Good Reason" shall be defined as: (a) a demotion or material reduction or alteration of Mr. Clifford's job title, authority, status or job duties and responsibilities inconsistent with his current position; (b) any reduction of Employee's then current base salary or benefits; or (c) a relocation of Employee's principal office by more than fifty (50) miles; (d) a material breach by the City of this Agreement.

Before terminating this Agreement for Good Reason, the Mr. Clifford must give the City prior written notice indicating his intent to terminate for Good Reason and stating the reasons why he believes there are grounds to terminate for Good Reason. The City will have thirty (30) days to correct the default. If corrective action is not taken and the default is not cured within the thirty (30), day period, he may terminate the Agreement for Good Reason.

Section 12: AMENDMENT

The parties may amend this Agreement at any time, but no amendment shall be effective unless in writing and executed with the same formality as this Agreement. The failure of either party to insist on any right under this Agreement shall not constitute an amendment of the Agreement or a waiver of that party's right to insist on compliance with the Agreement in the future.

Section 13: GENERAL PROVISIONS

A. This Agreement sets forth and establishes the entire understanding between the parties relating to the employment of Mr. Clifford by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the parties as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement is effective on the first date of Mr. Clifford's employ which is tentatively scheduled for August 17, 2020. Both parties recognize that Mr. Clifford's tentative start date is contingent upon him being able to retire from the U.S. Army, which may be delayed due to unforeseen circumstances.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement between the City of North Augusta, and James S. Clifford, this _____ day of _____, 20__.

Robert A. Pettit, Mayor

James S. Clifford

ATTEST:

Sharon Lamar, City Clerk